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<<Company>> WEB SITE DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Developers") and <<CustCompany>> ("Customer").

Recitals

- A. Developers have experience and expertise in the development of web sites.
- B. Customer desires to have Developers develop a web site for them.
- C. Developers desire to develop Customer's Web Site on the terms and conditions set forth herein (the "Web Site").

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Developers hereby agree as follows:

1. Development of Web Site.

Developers agree to develop the Web Site according to the terms listed on Exhibit A attached hereto.

2. Specifications.

Developers agree to develop the Web Site pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

3. Delivery of Web Site.

Developers will use reasonable diligence in the development of the Web Site and endeavor to deliver to Customer an operational Web Site no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline, and the other payment milestones listed in Exhibit A, are estimates, and are not required delivery dates. Developers will be

Customer Initials _____ Developer Initials _____

retaining the source code for the entire project and providing Customer with the output formats only. The output is to be used only within the scope of the project as outlined in Exhibit B and does not include the following: Multiplying the site across other domains or servers, creating new web sites based on the code, selling the code, relinquishment of copyright by Developers in any way. Customer shall retain all of its intellectual property rights in any text, images or other components it owns and transmits to Developers for use in the Web Site.

4. Ownership Rights.

Customer shall retain all of its intellectual property rights in any text, images or other components it owns and transmits to Developers for use in the Web Site. Customer shall hold the copyright for the agreed upon version of the Web Site as delivered, and Customer's copyright notice may be displayed in the final version.

Developers shall hold all right, title, and interest in and to the source code, programming and original artwork created for the project. Specifically, but without limitation, Developer shall hold rights, title, and interest in and to:

- 1) all text, graphics, animation, audio components, and digital components of the Web Site (the "Content") created by Developers,
- 2) all interfaces, navigational devices, menus, menu structures or arrangements, icons, help and other operational instructions, and all other components of any source or object computer code that comprises the Web Site created by Developers,
- 3) all literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the content created by Developers,
- 4) all copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Web Site or any component or characteristic thereof created by Developers. Customer shall not do anything that may infringe upon or in any way undermine Developers' right, title, and interest in the Web Site, as described in this paragraph,

5. Compensation.

For all of Developers' services under this Agreement, Customer shall compensate Developers, in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Developers have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove content from

DEMO CONTRACT

This demo contract has been truncated. The complete 5 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/web-site-development-contracts/website-development-design-contract-us.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials _____ Developer Initials _____

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