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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 or selling or distributing the code to a third-party. 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.

Developer retains exclusive rights to pre-existing material they use in Customer's project(s). Customer does not have right to reuse, resell or otherwise transfer material owned by Developer or third-parties. Developer's materials shall be defined as set forth in Exhibit C, attached.

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 servers owned by Developers, (3) bring legal action.

6. Confidentiality.

Customer and Developers acknowledge and agree that the Specifications and all other documents and information related to the development of the Web Site (the "Confidential Information") will constitute valuable trade secrets of Developers. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this

Agreement, without Developers' prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is

DEMO CONTRACT

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<https://www.proposalkit.com/htm/legal-contract-templates/web-site-development-contracts/web-site-development-contract-client-centered-usa.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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