

WEBSITE DEVELOPMENT AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____. (the "Agreement")

BETWEEN:

(the "Customer")

-AND-

(the "Developer")

WHEREAS:

- A. Customer desires to engage Developer to develop, create, test, and deliver a Website (as hereinafter defined) and to host the Website on Developer's Web Server (as hereinafter defined) so that the Website is available for browsing on the Internet (as hereinafter defined);
- B. Developer has agreed to undertake such work;
- C. The parties hereto mutually desire to set forth in writing the terms and conditions of their agreement and relationship in this regard.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Definitions

- (a) "Agreement" means this Agreement, the Customer's Request for Proposal dated _____, (insert date) the Developer's Proposal dated _____, (insert date) and all accompanying computer files, attachments, addenda, additions, exhibits and schedules annexed thereto.
- (b) "Code" means HTML computer programming/formatting code, functional image map files, and server code necessary to create functional forms, buttons, check-boxes and similar user interface items.
- (c) "Deliverables" means all Code, Documentation, reports, and other materials developed by Developer in the course of its performance under this Agreement, and any other items necessary for the operation of Customer's Website, and including all Enhancements thereto, but exclusive of all third party operating system software, third party networking software, web browsers and hardware.
- (d) "Derivative Work" means a work that is based upon one or more pre-existing works, including without limitation any revision, modification, translation, abridgement, condensation, expansion, transformation, adaptation or any other alteration of such pre-existing work(s) (including linking a pre-existing work into the Derivative Work so that a Web Browser would display the pre-existing work within the Derivative Work), which alteration, without authorization of the owner of the copyright in such pre-existing work, would constitute a copyright infringement. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a pre-existing work.

- (e) "Documentation" means any written or printed materials that relate to the Code that may be developed by Developer in the course of its performance under this Agreement.
- (f) "Enhancements" means changes or additions to the Code and related Documentation.
- (g) "Error" means any error, problem, or defect resulting from:
 - (i) an incorrect functioning of Code;
 - (ii) information displayed on a Web Page that does not conform to the information provided by Customer;
 - (iii) incorrect sequencing of Web Pages, or
 - (iv) any failure of the Deliverables to meet specifications.
- (h) "HTML" means the series of commands for formatting Web Pages known as HyperText Markup Language, and shall include any current and future extensions thereto, whether or not the extensions are commonly viewed as "official".
- (i) "Internet" means the world-wide network of computers commonly understood to provide some or all of the following features, among others: electronic mail, file transfers through File Transfer Protocol ("FTP"), Telnet access, UseNet Newsgroups, Gopher access, Wide Area Information Servers ("WAIS"), and World Wide Web access.
- (j) "Outside Website" means any Web Page or other material that can be accessed over the Internet and that does not form part of or is not associated with Customer's Website.
- (k) "Web Browser" means software designed to allow interactive access to the World Wide Web and other Internet resources.
- (l) "Web Page" means a document or file that is formatted using HTML and that is intended to be accessible by Internet users with a Web Browser.
- (m) "Web Server" means the computer or computers on which Developer houses its client Websites to make them continuously accessible to Internet users.
- (n) "Website" means a series of interconnected Web Pages residing in a single directory on a single Web Server.
- (o) "World Wide Web" means all of the Web Pages that are accessible to a typical computer user equipped with access to the Internet and a Web Browser.

2. Contract

"Contract" means this Agreement, the Customer's Request for Proposal dated _____, *(insert date)* the Developer's Proposal dated _____, *(insert date)* and all accompanying computer files, attachments, addenda, additions, exhibits and schedules annexed thereto. In interpreting any inconsistencies in this Agreement, _____ *(insert order as to which contracts will govern)*.

3. Contract Administration

3.1 *Contract Co-ordinator.* Each party shall designate the name, address, telephone, fax, and c-mail address of a person who will act as a contract co-ordinator (the "Contract Co-ordinator). The Contract Co-ordinator of each party shall be responsible for arranging all meetings, visits, and consultations between the parties, and for the transmission and receipt of Deliverables and technical information between the parties. The Contract Co-ordinators shall also be responsible for receiving all notices under this Agreement and for all administrative matters such as invoices, payments, and amendments.