WEB DEVELOPMENT AGREEMENT

[YOUR CLIENT] ("**Client**"), with a principal place of business at [CLIENT'S ADDRESS] has asked, **[YOU]** ("**Developer**"), to create a custom website. Agreement as follows:

1. Scope of Work
The scope of the work for Client is listed in Exhibit A of this Agreement. Developer will start working on this project within 1 days after Developer receives a signed copy of this Agreement and fifty percent of the total payment from Client. If the scope of work changes after signing this Agreement, Client and Developer agree to negotiate and sign an amended Exhibit A.

2. Project Milestones
Developer and Client have agreed that Developer will work on this project in phases. Exhibit B to this Agreement lists the milestones that Developer and Client have agreed on will apply to each phase of Developer's work for Client. If the scope of work changes after Developer and Client sign this Agreement, Client and Developer agree to negotiate and sign an amended Exhibit B.

3. Final Deliverables
Developer will deliver to Client, via Internet, within [NUMBER OF DAYS] days after Client approves the final deliverable(s), digital files containing Developer work for Client under this Agreement. Specifically, Developer will provide Client with the following:
On or before [DATE] Developer agrees to provide to Client a full functioning website based upon the specifications provided by Client (See Exhibit A).
The website created by Developer will be up and running, online, functional and accessible by real estate agents (known as "users"). Client is informed and understands that Developer will use its best efforts to perform hereunder.
However, Client understands that multimedia applications, websites and software are complicated and imperfect environs. Developer will attempt to to cure and remedy any unforeseen glitches, bugs and/or errors, but those efforts will be based upon the original specifications, including agreed upon modifications of Client.

4. Original Work/Conflicts/Confidentiality
Developer promises that work does not violate the patent, copyright, trade secrets or other property right of any person, firm or entity. Developer promises that this Agreement does not conflict with any other contract, agreement or understanding to which Developer is a party. Finally, Developer promises to hold and maintain in strict confidence any confidential information that Client provides (such as proprietary technical or business information), and Developer will not disclose such information to any third party except as may be required by a court or governmental authority.

5. Training
The fee Client will pay Developer for this project includes [NUMBER OF HOURS] of

training in the use of the software created. Training will be conducted remotely using a screen sharing software. If Client asks Developer to train Client onsite, Client agrees to pay actual costs of traveling to Client location, including but not limited to transportation, lodging, and food expenses.

6. Payment
Client promises to pay Developer the total sum ("Fee") of [AMOUNT] (U.S. Dollars) in two payments. Fifty percent of the Fee will be due when Client and Developer sign this Agreement and before Developer begins work. The remaining fifty percent of the Fee will be due immediately before Developer sends Client final files containing the software that Client approved. Payment will be made using check, cashiers check, or wire transfer. If Client asks Developer to use any third-party content (i.e. stock photos or third party software) that must be incorporated in the software Developer is creating, Client promises to pay Developer the actual cost of licensing that third-party content for work under this Agreement. Client agrees that until Client pays Developer in full, Client will not acquire the rights or license to use or transfer ownership of any software that Developer creates for Client under this Agreement.

The remaining 50% of the fee will be due immediately after client has a fully functioning website as described in Exhibit A hereto.

7. Compensation
Developer agrees that the fee Client owes Developer will cover in full all of the work listed in Exhibit A of this Agreement. Client agrees that if Client asks Developer to make changes or do other work for Client that is not covered by this Agreement, Client will pay an agreed upon flat rate in addition to all other amounts Client owes Developer under this Agreement.

8. Feedback and Acceptance
Client agrees, that Developer cannot complete work for Client or meet agreed upon milestones unless Client gives timely feedback. Client agrees to provide timely feedback so that Developer can understand Client concerns, objections or corrections, and Client promises not to unreasonably withhold acceptance of the deliverables Developer will provide Client at each milestone.

Developer and Client agree to the following acceptance process: Developer will test the software that Developer creates for Client to make sure that it's working properly. In turn, Client promises that Client will evaluate the deliverables Developer provided to Client at each milestone listed in Exhibit B to this Agreement and let Developer know in writing, within forty eight (48) hours after Client receives each deliverable, whether Client accepts or rejects it. If Client rejects a deliverable, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable – which Client promises to do within forty eight (48) hours after Client receives the corrected deliverable.

When Developer delivers the final files to Client and completes work for Client under this Agreement, Client agrees that Client will test the software in its entirety to determine if Developer completed the work promised Client. Client promises to let Developer know in writing within seven (7) calendar days after Developer delivers the final files whether Client accepts or rejects the final files. If Client rejects the final files, Developer will

correct any errors and again ask Client to accept or reject the corrected deliverable – which Client promises to do within seven (7) calendar days after Client receives the corrected deliverable. This process shall continue until Client accepts the deliverable or seven (7) calendar days have passed and Client has not accepted or rejected a deliverable (at which point it will be deemed accepted). Finally, Client agrees that Developer work on this project will be complete and the Agreement will end after Client has approved the final files.

9. Rights To The Client Content
Client promises that: (a) Developer owns the rights to use anything Client gives me ("Client Content"); and (b) using such Client Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. Client grants Developer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Developer's work for Client under this Agreement and the limited promotional uses as allowed by this Agreement. Client also affirms and represents that this Agreement does not conflict with any other contract, agreement or understanding to which Client is a party.

10. Rights Before Payment In Full
Client understands and agrees that until Client pays Developer in full, Developer owns full rights to everything Developer creates for Client under this Agreement. If Client does not pay Developer in full, Client agrees that Developer can complete, exhibit, use and sell the software at Developers sole and absolute discretion (except that Developer will not be able to use Client Content in such work).

11. Rights After Payment Made In Full.
After Client pays Developer in full, Developer assigns to Client Developers right, title and interest in the copyrights for the final software that Developer creates for Client under this Agreement – contained in the final files that Developer will send to Client for approval. Client agrees that Developer will retain and Client will not receive any right, title or interest to the preliminary work or preliminary designs that are included with the work Developer creates for Client. If Client needs additional documentation, Developer will sign any further documents reasonably necessary to make sure that the rights Developer is giving Client under this Agreement are properly assigned to Client. Client agrees that Developer may use Client name/company name and trademarks as a reference in Developers promotional materials. Client also agrees that Developer may include, when referencing Developer's work for Client, a general description of the work under this Agreement.

12. Right To Make Changes.
Developer agrees that after Client pays Developer in full, Client may make any changes or additions to the software Developer creates for Client under this Agreement, which Client in Client's discretion may consider necessary, and Client may engage others to make any such changes or additions, without further payments to Developer. Client agrees that if Client asks Developer to make changes or additions to the software after Client approves the final files, Client and Developer will negotiate a separate additional payment for Developer's time to make such changes.

13. Rights To Know-How
Developer may incorporate into the software Developer creates for Client various pre-existing development tools, routines, subroutines, programs, data or materials (Know-How). Client agrees that Developer retain all rights, title and interest, including all copyright, patent, and trade secret rights to that Know-How. Developer agrees that after Client pays Developer in full, Client will receive a nonexclusive, perpetual, worldwide license to use the Know-How in the software that Developer created for Client under this Agreement. However, Client shall not resell or make use of that Know-How in any other manner other than in connection with the software Client receives under this Agreement.

14. Assurance
Developer promises that to the best of Developer's knowledge, the software will not contain any virus, worm, trap door, back door, trojan horse, timer or clock that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used.

15. Limitations of Remedies
Developer shall not, under any circumstances, be liable to Client for consequential, indirect, incidental, special, punitive, or exemplary damages or losses arising out of or related to this agreement, even if Developer is advised of the likelihood of such damages occurring. Developer's cumulative liability for any damages arising out of or in any manner related to this agreement (including, but not limited to, claims for breach of contract, breach of warranty, negligence, strict liability, or tort, shall be limited to the amount of the fee paid by Client to Developer under this agreement.

16. Entire Agreement
This Agreement constitutes the complete and exclusive agreement between Client and Developer concerning the work on this project, and it supersedes all other prior agreements, proposals, and representations, whether stated orally or in writing. Developer and Client can modify this agreement in writing, if both Client and Developer sign that modification.

17. Independent Contractor
Client agrees that Developer is an independent contractor and not Client's employee. Although Client will provide general direction to Developer, Developer will determine, in Developer's sole discretion, the manner and ways in which Developer will create the software for Client. The work that Developer creates for Client under this Agreement will not be deemed a "work-for-hire," as that term is defined under U.S. Copyright Law. Whatever rights Developer grants Client are contained in this Agreement.

Exhibit A

Scope of work described in detail

Exhibit B

Agreed upon milestones