

# DEVELOPMENT SERVICES AGREEMENT TEMPLATE

A PROFESSIONAL AGREEMENT TEMPLATE YOU CAN USE  
WITH YOUR CLIENTS.

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**company  
name**

# **DEVELOPMENT SERVICES AGREEMENT**

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**www.company.com**

# Development Services Agreement

## 1. Parties.

This Development Services Agreement (this “Agreement”) dated \_\_\_\_\_, 20\_\_ is entered into between \_\_\_\_\_, a \_\_\_\_\_ (“Agency”) and \_\_\_\_\_ an \_\_\_\_\_ (“Customer”). Customer hereby engages the Agency to perform the services as set forth in the Statement of Work defined below on the terms and conditions set forth in this Agreement.

## 2. Statement of Work and Deliverables.

The services to be performed by Agency mean the \_\_\_\_\_ to be developed by Agency pursuant to this Agreement as specified in the “Statement of Work” attached to this Agreement, together with any software, programs, source code and object code, comments to the source or object code, specifications, abstracts and summaries thereof, user manuals, documentation and any other ancillary materials relating thereto and to be developed by Agency pursuant to this Agreement or the Statement of Work (collectively, the “Product”). Any modification to the scope of work or Product shall be made pursuant to a Change Order process as set forth below. The schedule for development of the Product shall be set forth in the Statement of Work.

### 2.1 Customer’s Use of Product.

Customer represents and warrants to the Agency that Customer will use the Product only for lawful purposes. Customer acknowledges that it is the sole responsibility of Customer to ensure that any program, website, design, advice, drawing or other service provided by Agency is suitable for Customer’s intended use or in Customer’s market.

## **2.2 Ownership of Intellectual Property.**

Customer is responsible for verifying any rights of other parties prior to the development and/or use of the Product. Customer represents and warrants that Customer has the right to use and install the Product, and has paid any applicable licensing fees for any third party software or other rights, and that the Product does not infringe on the intellectual property rights of any other person or entity.

Without limiting the foregoing, Customer unconditionally warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Agency for inclusion in the Product are owned by Customer, or that Customer has permission from the rightful owner to use each of these elements.

## **2.3 Work Made for Hire.**

The Product, whether made solely by Agency, jointly by Customer and Agency, or by Agency pursuant to specifications or instructions provided by Customer, shall be owned exclusively by Customer. Agency acknowledges and agrees that the Product shall be deemed a “work made for hire” by Agency for Customer and, therefore, shall be the exclusive property of Customer. To the extent the Product is not deemed a “work made for hire” under applicable law, Agency hereby irrevocably assigns and transfers to Customer all right, title and interest in and to the Product, including, without limitation, all patent and copyright interests. Any plug-ins, themes and third party products purchased for the development of this Product only shall be assigned to Customer upon the completion of the Product.

## **2.4 Pre-Existing Intellectual Property.**

Notwithstanding the foregoing or any other term or provision of this Agreement to the contrary, any routine, methodology, process, library, tool, software, program, source code, object code, or any other technology created, adapted or used by Agency in its business, including all associated intellectual property rights used by Agency (collectively, the “Development Tools”) in performing this Agreement shall be and remain the sole property of Agency, and Customer shall have no right, title, interest in or claim to the Development Tools. In addition, notwithstanding any term or provision of this Agreement to the contrary,

Agency shall be free to use any idea, concept, or know-how developed or acquired by Agency during the performance of this Agreement to the extent obtained and retained by Agency's personnel as impression and general learning. Subject to and limited by Customer's intellectual property rights described in Section 2.3 above, nothing in this Agreement shall be construed to preclude Agency from using the Development Tools for or with any third party for the benefit of Agency.

### **3. Customer Responsibilities.**

Customer agrees to perform all tasks assigned to Customer as set forth in this Agreement, in the Statement of Work, or as Agency may otherwise reasonably request, or in a Change Order (as defined below), and to provide all reasonable assistance and cooperation to Agency in order to enable Agency to develop and complete the Product in a timely and efficient manner. Customer agrees to fulfill Agency's requests within forty eight (48) hours from such request. Agency shall not be deemed in breach of this Agreement, the Statement of Work, a Change Order, or any milestone in the event Agency's failure to meet its responsibilities or work schedule is due to Customer's failure to meet (or delay in) its responsibilities or work schedule. In the event of any such failure or delay by Customer, (i) all of Agency's time frames, milestones, and/or deadlines shall be extended by the product of the number of days of Customer's failure multiplied by two (2); and (ii) Customer shall continue to make timely payments to Agency as set forth in this Agreement and any Change Order(s) as if all time frames, schedules, or deadlines had been completed by Agency. Customer shall be responsible for making, at its own expense, any changes or additions to Customer's current systems, software, and hardware that may be required to support operation of the Product. Unless otherwise contracted with Agency or reflected in a Change Order, Customer shall be responsible for initially populating and then maintaining any databases on the Product as well as providing all content for the Product.

### **4. Agency Fees, Billing and Payment**

For development of the Product, Customer shall first pay to Agency a down payment of \_\_\_\_ ( ) percent of the "Total Project Cost" as set forth in the Statement of Work upon execution of this Agreement to initiate the project ("Initial Payment"). Agency shall not begin work on the project until after receipt of the Initial Payment. Subsequent to

the Initial Payment, Agency shall bill Customer after the completion of each milestone as outlined in the Statement of Work. All payments shall be due \_\_\_\_\_ days from the Customer's receipt of the invoice. Any amount not paid on the invoice due date shall accrue interest at the rate of \_\_\_\_\_ per month (or the highest rate allowed by law, whichever is lower), until paid.

#### **4.1 Expenses.**

Customer shall reimburse Agency for all reasonable travel and other out-of-pocket expenses incurred by Agency in developing the Product. Travel expenses shall include (i) the cost of any travel by personal vehicle to a location more than five (5) miles from Agency's primary work location, (ii) the costs of any travel requiring public transportation (irrespective of the travel distance), (iii) the costs of meals taken at the work location, and (iv) the costs of necessary lodging. The costs of time required for traveling shall be paid for all time Agency personnel are away from Agency's primary work location, but shall exclude any time spent on personal business or at a place of temporary lodging. All expense reimbursements shall be made at Agency's actual cost, without markup for overhead, administrative costs, or otherwise.

#### **4.2 Taxes.**

Customer shall pay, reimburse, and/or hold Agency harmless for and from all sales, use, transfer, tariffs, excise, and all other taxes and duties, whether international, national, state, or local, however designated except taxes that are levied or imposed on Agency's income by reason of the performance of services under this Agreement.

### **5. Changes to Scope of Work or Schedule.**

Customer and Agency agree that any modification to the Statement of Work, the Product or any schedule shall be made only by a detailed written change order containing both parties' explicit consent to the changes (a "Change Order"). A Change Order may be in the form of an email, a letter or other written communication between the parties, or via technologies and/or tools provided by Agency, provided however, it contains each party's explicit consent to the changes set forth in the Change Order. The Change Order may set

forth any change in fees or expenses called for by the Change Order. In the event of a conflict between the terms of this Agreement and a Change Order, except with respect to any change in fees or expenses per the Change Order, the terms of this Agreement shall prevail.

## **6. Force Majeure.**

Except with regard to payment obligations, either party shall be excused from delay in performing or from failing to perform its obligations under this Agreement and the Statement of Work to the extent the delay or failure results from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts of God or of the public enemy; U.S. or foreign governmental actions; strikes; communications, network/internet connection, or utility interruption or failure; fire; flood; and epidemic.

## **7. Publicity and Marketing.**

Unless otherwise provided in the Statement of Work, Customer grants Agency the right to use the name, logos, design marks and trademarks of Customer in Agency's marketing materials or other oral, electronic, or written promotions, which shall include naming Customer as a client of Agency and a brief scope of services provided. If either party elects to issue a press release related to this Agreement, any such release shall first be approved by the other party, which approval shall not be unreasonably withheld.

## **8. Term and Termination.**

This Agreement shall commence on \_\_\_\_\_ and shall remain in full force and effect for the period of time needed for the completion of the Product as set forth in the Statement of Work or any Change Order (if applicable).

### **8.1 Termination for Cause.**

This Agreement may be terminated by either party upon written notice to the other if the



other party breaches any material obligation under this Agreement and the breaching party fails to cure such breach within \_\_\_\_\_ days of receipt of the notice.

## **8.2 Termination without Cause**

This Agreement may be terminated by either party for any reason, without cause, upon 30 days' written notice. Upon receipt of notice, Agency shall stop all work, except that Agency shall compile all the materials necessary to give the Product to another team and Customer shall pay for such compilation.

## **8.3 Effect of Termination.**

In the event of a rightful termination of this Agreement, Customer shall pay Agency for all services rendered and work performed up to the effective date of termination. Agency shall provide Customer with an invoice for the foregoing charges within \_\_\_\_\_ days of the effective date of the termination. Customer shall pay such invoice within \_\_\_\_\_ days of receipt. In the event that Customer has paid for future work that has not yet been done by Agency, Agency shall refund such money to Customer.

## **9. Confidential Information.**

The parties agree to hold each other's proprietary or confidential information in strict confidence. The parties agree not to make each other's proprietary or confidential information available in any form to any third party or to use each other's proprietary or confidential information for any purpose other than performance a party's obligations under this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief.

Proprietary or confidential information shall not include any information that: (i) is or subsequently becomes publicly available without a breach of any obligation of confidentiality owed to a party under this Agreement or by any third party; (ii) was already known to a party before the other party's disclosure of such information; (iii) became

known to a party from a source other than the other party and other than by a breach of an obligation of confidentiality owed to the party by such source; or (iv) is independently developed by a party.

## **10.1 Limited Warranty.**

Agency warrants that: (i) the services to be performed by Agency for developing the Product shall be done in a workmanlike and professional manner consistent with customary standards in the industry, and that deliverables will not contain defects which materially adversely impair their intended functionality; (ii) its performance under this Agreement, the Product, and the delivery of any deliverables to Customer will not violate or infringe upon any presently existing U.S. copyright, trademark, patent, or other intellectual property right (excluding infringements resulting out of Customer's failure to comply with Section 2.2); (iii) unless otherwise specifically set forth in the Statement of Work or a Change Order, any web site developed as part of the Product is compatible solely with (a) Firefox 4.0 and higher (b) Safari - latest version, and (c) Chrome - latest version. Agency shall not be liable for failures caused by third party hardware or software (including Customer's own systems), misuse of the Product, use of the Product for any purpose other than as set forth in Section 2.1 of this Agreement, or the negligence or willful misconduct of Customer.

## **10.2 No Other Warranty.**

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1, NO OTHER WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) SHALL APPLY TO THE PRODUCT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. AGENCY MAKES NO WARRANTY REGARDING FREEDOM FROM BUGS OR UNINTERRUPTED USE.

## **11.1 General Limitation of Liability.**

Each party's liability under this Agreement shall be limited to the other's direct and actual damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER

FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REIMBURSEMENTS, LOST DATA, OR LOST SAVINGS, DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE PRODUCT, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CUSTOMER'S RECORDS, PROGRAMS OR SERVICES), IRRESPECTIVE IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL AGENCY BE LIABLE FOR DAMAGES PROXIMATELY CAUSED BY ITS CONTRACTED PROVIDERS, AGENTS, OR ANY OTHER THIRD PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE PRODUCT (WHETHER IN CONTRACT, TORT, OR OTHERWISE).

## **11.2 MAXIMUM LIABILITY**

THE AGGREGATE LIABILITY OF AGENCY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THE PORTION OF THE PRODUCT OR DELIVERABLES GIVING RISE TO THE CLAIM. FOR THE AVOIDANCE OF DOUBT, THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL IN THEIR ESSENTIAL PURPOSE.

## **12. Disputes; Arbitration.**

Customer and Agency agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the parties fail to resolve any such disagreement within thirty (30) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in \_\_\_\_\_ and in accordance with the Commercial Arbitration Rules of the American

Arbitration Association. The arbitration shall be conducted by one arbitrator, who shall be (a) selected in the sole discretion of the American Arbitration Association administrator and (b) a licensed attorney with at least five (5) years' experience in the practice of law and at least five (5) years' experience in the negotiation of technology contracts or litigation of technology disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the state courts of Illinois sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the \_\_\_\_\_ or any other applicable law. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. The non-prevailing party shall pay all arbitration fees of the prevailing party. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

### **13. Indemnification By Agency.**

Agency shall indemnify and hold harmless Customer (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from and against any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Customer as a result of any claim, judgment, or adjudication against Customer arising from a claim that Customer's use of any content provided by Agency, as permitted under this Agreement, infringes intellectual property rights of a third party or arising from a claim that results from Agency's breach of the warranties contained in this Agreement. To qualify for such defense and payment, Customer must: (i) give Agency prompt written notice of a claim; and (ii) allow Agency to control, and fully cooperate with Agency in, the defense and all related negotiations. Notwithstanding the foregoing, Agency shall have no obligation to indemnify Customer under this Section to the extent that the infringement arises from or relates to (i) the Customer content or Customer's failure to comply with Section 2.2, (ii) specifications provided by Customer or its agents; (iii) derivative works of the Product created by Customer, (iv) use of the Product in combination with non-Agency approved third party products, including hardware and software, (v) modifications or maintenance of the Product by a party other than Agency, (vi) misuse of the Product or use of the Product for a purpose other than stated in this Agreement above, and (vii) failure of Customer to

implement any improvement or updates to the Product if the infringement claim would have been avoided by the use of the improvement or updates.

## **14. Indemnification By Customer.**

Customer shall defend, indemnify, save and hold harmless Agency (and its contracted providers, agents, customers, servants, officers and employees) from and against any and all demands, liabilities, fines, losses, costs, claims or suit (actual or threatened), and expenses, including reasonable attorneys' fees, court costs and other reasonable expenses of litigation (collectively "Liabilities") asserted against or incurred by Agency that arise out of or relate to any service or product provided or performed by the Customer, its agents, employees or assigns, including, without limitation, any Liabilities arising out of or relating to (i) any injury to any person or property caused by any products or services provided or otherwise distributed by the Customer in connection with the Product; or (ii) any material supplied by Customer infringing or allegedly infringing on the proprietary rights or intellectual property of a third party (including, without limitation, any Liabilities relating to Customer's failure to comply with Section 2.2).

## **15. Conditions to Indemnification.**

Promptly after a person entitled to indemnification pursuant to this Agreement (the "Indemnified Party") receives notice of the commencement of any action for which the Indemnified Party shall seek indemnification pursuant to this Agreement, the Indemnified Party shall promptly notify in writing the party who has agreed to provide indemnification under this Agreement (the "Indemnifying Party") of the commencement thereof; but the omission to so notify the Indemnifying Party will not relieve it from any liability which it may have to the Indemnified Party except to the extent the Indemnifying Party is prejudiced by the delay or failure to notify it. In case any such action is brought against an Indemnified Party, and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate in, and, to the extent that it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense thereof, subject to the provisions herein stated, with counsel reasonably satisfactory to the Indemnified Party, and after notice from the Indemnifying Party to the Indemnified Party of its election to so assume the defense thereof, the Indemnifying Party will not be liable to the Indemnified Party under this Section for any legal or other expenses subsequently

incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. The Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Indemnifying Party if the Indemnifying Party has assumed the defense of the action with counsel reasonably satisfactory to the Indemnified Party; provided that the fees and expenses of such counsel shall be at the expense of the Indemnifying Party if (i) the employment of such counsel has been specifically authorized in writing by the Indemnifying Party or (ii) the named parties to any such action (including any impleaded parties) include both the Indemnified Party or parties and the Indemnifying Party and, in the judgment of counsel for the Indemnified Party, it is advisable for the Indemnified Party or parties to be represented by separate counsel (in which case the Indemnifying Party shall not have the right to assume the defense of such action on behalf of the Indemnified Party or parties, it being understood, however, that the Indemnifying Party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the Indemnified Party or parties. No settlement of any action against an Indemnified Part shall be made without the consent of the Indemnifying Party and no Indemnifying Party, in the defense of any such claim or action, shall, except with the consent of the Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. If the Indemnified Party fails to execute a release or other settlement agreement under circumstances where all of the conditions of the preceding sentence have been met, the Indemnifying Party shall have no further obligation to the Indemnified Party pursuant to this Agreement or otherwise.

## **16. Independent Contractor.**

The relationship of Agency to Customer is that of an independent contractor, and neither Agency nor any employee of Agency will be deemed to be an agent or employee of Customer. Accordingly, each party shall be solely responsible for the compensation of its employees and all employment-related taxes. It is expressly understood that this undertaking is not a joint venture. Nothing in this Agreement shall be construed or deemed to constitute a legal entity, corporation, partnership or contract of employment between

the parties in any way. Further, this Agreement grants no agency or power of attorney to Agency or Customer. No party shall exercise any power over the management or day-to-day operations of the other party. Each party shall act solely in its corporate name and through its own authorized members, officers, and agents. Only the directors, officers, and agents of each party (as appropriate) shall make decisions with respect to the business and daily operations of such Party, independent of the other party (unless expressly otherwise provided for in this Agreement). No Party shall be liable to any person or organization for any debt, liability or obligation of the other party.

## **17. Non-solicitation.**

Customer shall not, either on its own behalf, or on the behalf of others, directly or indirectly, (i) solicit, sell to, divert, serve, accept or receive business from, or (ii) attempt to solicit, sell to, divert, serve, accept or receive business from, any customer or potential lead of Agency.

Customer shall not, either on its own behalf, or on the behalf of others, directly or indirectly, solicit, induce or attempt to induce to leave the employ of Agency or violate the terms of contracts or any employment agreements with Agency, any of Agency's employees, independent contractors, agents, subcontractors or vendors.

## **18. Assignment.**

Customer may not assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of Agency. Agency may assign this Agreement without prior notice or consent of Customer.

## **19. Amendments.**

This Agreement, including this Section 19, may not be modified except by an agreement in writing signed by both parties subsequent to this Agreement.

## **20. Governing Law; Venue; Limitation of Actions.**

This Agreement shall be governed and construed in accordance with the laws of \_\_\_\_\_, without regard to conflicts of laws rules. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. No action by Agency or Customer arising under this Agreement may be brought at any time more than one (1) year after the facts occurred upon which the cause of action arose.

## **21. Notices.**

Any written notice or demand required by this Agreement shall be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, or other guaranteed delivery to the other party at the following addresses:

**If to Agency:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If to Customer:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



The notice shall be effective (a) as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier or other guaranteed delivery, and (b) as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail.

## **22. Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors and permitted assigns of the parties hereto.

## **23. Waiver.**

Unless explicitly stated otherwise in this Agreement, neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

## **24. Severability.**

If any provision of this Agreement, or its application to any person or circumstance, shall be found invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected, and shall remain enforceable to the fullest extent permitted by law. Upon a determination that any term or provision is invalid, illegal or unenforceable, this Agreement shall be modified to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

## **25. Entire Agreement.**

This Agreement (including the Statement of Work and any Change Order) supersedes all prior negotiations and agreements between the parties, and constitutes their entire understanding, with respect to the subject matter contained herein.

## 26. Counterparts.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, Agency and Customer have executed this Agreement as of the date and year first written above.

### CUSTOMER

By: \_\_\_\_\_

Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

### Agency

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



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