



DELIVERING STRATEGIC SOLUTIONS ACCA'S 2000 ANNUAL MEETING

CONFIDENTIAL

IT PRODUCT AND WEBSITE DEVELOPMENT AGREEMENT

THIS IT PRODUCT AND WEBSITE DEVELOPMENT AGREEMENT ("Agreement") is made and dated as of _____, 200__ ("Effective Date") between ABC Technology Corp., a _____ corporation ("ABC") and _____, a _____ ("Customer").

WITNESSETH:

WHEREAS, _____;
_____; and

WHEREAS, _____;
_____; and

WHEREAS, _____;
_____;

WHEREAS, Customer desires to engage ABC to develop and deliver a website and an IT product for [internal] use by Customer, all as set forth more specifically on the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. Development Effort.

A. ABC will develop and make available to IT Customer (i) a _____ [generally describe the IT product] (the "IT Product"), as more specifically described on **Exhibit 1** hereto, and (ii) a internet website (the "Website"), as more specifically described on **Exhibit 2** hereto.

B. Customer shall provide reasonable assistance to ABC, including _____ [specify certain items expected from Customer], at such times as will enable ABC to meet the schedule set forth on **Exhibits 1 and 2**. ABC shall not be liable for any delays caused by Customer's failure to provide such cooperation as ABC may reasonably request from time to time.

C. Customer shall pay the amounts set forth on **Exhibits 1 and 2** for development and delivery of the IT Product and the Website.

D. [Customer personnel shall have access to the IT Product via the Website, which shall be located at a uniform resource locator (URL) designated, owned and maintained, and hosted by ABC]. Customer is responsible for providing hardware and software designated by ABC to Customer personnel to enable access to the Website. Customer shall pay to ABC the website access fee as described on **Exhibit 2** hereto.

E. Any amounts due hereunder that are not paid within thirty (30) calendar days of the due date specified in this Agreement, or if such a date is not specified, then the invoice date, Customer shall pay interest on the outstanding balance at a rate of one and one-half percent (1.5%) per month or, if lower, the highest rate allowed by applicable law, from the date such fee or charge first became due. The amounts set forth in this Agreement (and the exhibits thereto) and payable by Customer do not include taxes. Customer is responsible for all taxes (other than taxes payable by ABC on its net income) related to this Agreement and any products or services provided hereunder, including without limitation, sales or use taxes and state or local property or excise taxes. Unless otherwise specified in this Agreement, all amounts due to ABC hereunder shall be paid by check (sent to the attention of "Accounts Payable" at the address of ABC set forth below).

E. Customer acknowledges prompt payment of monies to be remitted by Customer to ABC for the IT Product is of key importance to ABC.

2. Ownership.

A. Pre-Existing Work. All rights in any intellectual property, including materials, information, and/or computer source and object code, developed by or for ABC or Customer prior to, and/or independently of, this Agreement that are provided hereunder ("Pre-Existing Work"), shall remain the sole property of the party providing the Pre-Existing Work.

B. Developments. Each party shall have and retain sole ownership of any improvements, upgrades, modifications or enhancements to, and derivative works or new uses of, its Pre-Existing Work ("Developments"), regardless of which party's personnel contributed to such Developments. Each party shall be free to use, reproduce and modify its Developments for any purpose whatsoever, without any obligation to the other party.

C. New Inventions. Subject to **Section 2.B** above, any New Invention conceived and/or reduced to practice solely by Customer personnel or ABC personnel, respectively, shall belong exclusively to Customer or ABC, as the case may be. Subject to **Section 2.B** above, any New Invention conceived and/or reduced to practice jointly by Customer personnel and ABC personnel shall be jointly owned by Customer and ABC, with both of which having the right to practice such invention. "New Invention" shall mean any process, procedure, device, composition of matter, or other invention or discovery, whether patentable or not, conceived or reduced to practice during and as a part of the work performed pursuant to this Agreement. The terms "conceived" and "reduced to practice" shall have meanings those terms as they appear in 35 USC Section 102(g).

D. Further Assurances. Upon request and without further compensation therefor, but at no expense to the assisting party (the "Assisting Party"), and whether during the term of this Agreement or thereafter, the Assisting Party will do all reasonable lawful acts, including, but not limited to, the execution of papers and lawful oaths and the giving of testimony, that in the opinion of the other party (the "Requesting Party"), its successors and assigns, may be necessary or desirable in obtaining, sustaining, reissuing, extending and enforcing United States and foreign Letters Patent, including, but not limited to, design patents, as well as copyrights and trademarks, on any or all of Developments of the Requesting Party or jointly owned New Inventions, and for perfecting, affirming and recording the Requesting Party's complete ownership and title to such Developments or the parties' respective rights to jointly owned New Inventions, and to cooperate otherwise in all proceedings and matters relating thereto.

3. Authorizations; Licenses.

A. Subject to the terms and conditions of this Agreement, ABC hereby grants Customer a non-exclusive, non transferable, right and license, without right of sublicense, during the Term to use ABC Pre-Existing Work, ABC Developments and ABC New Inventions included in the IT Product (collectively, "ABC IP") solely for the purpose of utilizing the IT Product for use internally at Customer by its employees, contract employees and consultants [and not for use by, or redistribution or sale, to third parties].

B. Subject to the terms and conditions of this Agreement, Customer hereby grants ABC a non-exclusive, non transferable, royalty-free right and license during the Term to use Customer Pre-Existing Work, Customer Developments and Customer New Inventions (collectively, "Customer IP") solely for purposes of developing the IT Product and developing, operating, hosting and maintaining the Website.

C. Reservation of Rights. The Pre-Existing Work, Developments and New Inventions (collectively, "IP") of each of Customer and ABC, respectively, shall remain the exclusive property of Customer and ABC, as the case may be. Customer and ABC reserve all rights with respect to their respective IP not expressly granted hereunder to the other party in respect of the IT Product and Website.

4. Term; Termination.

A. Term. The term of this Agreement (the "Term") will commence on the date hereof and will continue until terminated by either party: (i) if the other party breaches any of its material obligations hereunder and fails to cure such breach within fifteen (15) days following written notice from the other party specifying such breach; or (ii) immediately if the other party (a) applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (b) makes a general assignment for the benefit of creditors, (c) commences a voluntary case under the Federal Bankruptcy Code (as now or hereinafter in effect), or (d) fails to contest in a timely or appropriate manner or acquiesces in writing to any petition filed against it in an involuntary case under such Bankruptcy Code or any application for the appointment of a receiver, custodian, trustee or liquidation of itself or of all or a substantial part of its property, or its liquidation, reorganization or dissolution. Except in the case of termination under clause (ii) above, exercise of the right to terminate must be accomplished by written notice to the other party provided after the applicable termination notice period. Notwithstanding the foregoing, any and all unfulfilled payment obligations of Customer under this Agreement prior to the effective date of termination shall survive such termination and continue to be due and owing to ABC.

B. Wrap-Up. Upon termination of this Agreement, all rights granted hereunder (i) to ABC with respect to the Customer IP and (ii) to Customer with respect to ABC IP will immediately terminate, and the parties will immediately cease all use of the other party's Confidential Information and IP, and will promptly return to the other party all copies of the other party's Confidential Information then in its possession.

5. Representations, Warranties and Covenants.

A. Representations, Warranties and Covenants of ABC. ABC represents, warrants and covenants to Customer that:

(i) The person signing this Agreement on behalf of ABC is a duly authorized representative of ABC fully empowered to sign and deliver this Agreement on behalf of ABC.

(ii) The use of ABC IP in the IT Product (excluding any Customer IP that may be incorporated therein) as contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary right of any third party.

(iii) ABC shall promptly notify Customer of any claims or assertions of any third party that, if true, would result in a breach of the representations made by ABC in **Section 5.A(ii)** above.

(iv) The work performed by ABC under **Section 1** of this Agreement shall be performed in a professional and workmanlike manner consistent with applicable industry standards.

(iv) The work performed by ABC under **Section 1** of this Agreement shall be performed in a professional and workmanlike manner consistent with applicable industry standards.

THE WARRANTIES IN THIS **SECTION 5.A** ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. Representations, Warranties and Covenants of Customer. Customer represents, warrants and covenants to ABC that:

(i) The person signing this Agreement on behalf of Customer is a duly authorized representative of Customer fully empowered to sign and deliver this Agreement on behalf of Customer.

(ii) The use of Customer IP in the IT Product and the Website (excluding any ABC IP that may be incorporated therein) as contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary right of any third party.

(iii) Customer shall promptly notify ABC of any claims or assertions of any third party that, if true, would result in a breach of the representations made by Customer in **Section 6.2(ii)** above.

(iv) Customer shall not access (or attempt to access) the code of, decompile, disassemble or otherwise attempt to reverse engineer, ABC IP (or any component or portion thereof).

6. Indemnification.

A. Subject to **Section 7** below, ABC and Customer each agree to indemnify, defend and hold harmless the other (and its respective employees, officers, agents, and representatives) from and against any and all amounts payable under any judgment, verdict, court order or settlement for bodily injury or the damage to or loss or destruction of any real or tangible personal property to the extent arising out of the indemnifying party's negligence or willful misconduct.

B. Subject to **Section 7** below, ABC and Customer each agrees to indemnify, defend and hold harmless the other party (and its respective employees, officers, agents, and representatives) from and against any and all amounts payable under any judgment, verdict, court order or settlement to the extent resulting from any third party allegation that (i) in the case of indemnification by ABC, ABC IP provided under this Agreement or (ii) in the case of indemnification by Customer, Customer IP provided under this Agreement, infringes such third party's United States patent, copyright, trademark or trade secret.

C. Should (a) Customer's use of ABC IP, or ABC's use of Customer IP, under this Agreement be determined to have infringed, or (b) if in ABC's judgment with respect to ABC IP, or Customer's judgment with respect to Customer IP, such use is likely to be infringing, ABC and Customer may, at its option, respectively: (i) procure for the other party the right to continue using its IP or (ii) replace or modify its IP to make the use non-infringing while yielding substantially equivalent results. If, however, neither of the foregoing options is available, (1) in the case of where ABC is the indemnifying party Customer shall discontinue use of ABC IP in question for a refund equal to the pro rata amount of the fees paid with respect to the IT Product incorporating such ABC IP, assuming for this purpose a [three]-year useful life, beginning with the date that use is discontinued (e.g., a 50% credit if use is discontinued 1_ years after delivery of the final product) and (2) where Customer is the indemnifying party, ABC shall be excused from performance of its obligations under this Agreement with respect to the Customer IP in question without penalty or prejudice.

D. The infringement indemnities by ABC and Customer set forth above do not cover claims arising from: (a) the combination of that party's IP with products or services not provided by that party; (b) the modification of that party's IP with products or services not provided by that party; (c) the modification of that party's IP performed by any person, other than by that party's personnel or as contemplated in this Agreement; (d) materials or work complying with or based upon: (1) designs provided by or at the direction of the other party; (2) specifications or other information provided by or at the direction of the other party; or (3) use of materials or work performed in a manner not permitted or contemplated hereunder. **THIS SECTION 6.D STATES EACH PARTY'S ENTIRE OBLIGATION TO THE OTHER WITH RESPECT TO ANY CLAIM THAT AN E-LEARNING PRODUCT (OR COMPONENTS THEREOF) INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

E. The indemnities in this **Section 6** are contingent upon: (1) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification hereunder; (2) the indemnifying party being allowed to control the defense and settlement of such claim; and (3) the indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling a claim. The indemnified party shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing.

7. Limitation of Liability.

A. No Consequential Damages; Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, OR ANY AFFILIATE OF A PARTY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND WHATSOEVER, OR FOR ANY LOST PROFITS, BUSINESS OR REVENUE, LOSS OF USE OR GOODWILL, OR OTHER LOST ECONOMIC ADVANTAGE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BREACH HEREOF, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT. STRICT LIABILITY. TORT. ANY FEDERAL OR STATE

WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, STRICT LIABILITY, TORT, ANY FEDERAL OR STATE STATUTORY CLAIM, OR ANY OTHER LEGAL THEORY, EVEN IF THE OTHER PARTY KNEW, SHOULD HAVE KNOWN, OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF COMPANY AND AFFILIATES TO CUSTOMER FOR ALL CLAIMS RELATING TO THE E-LEARNING PRODUCT AND ANY SERVICES RENDERED HEREUNDER, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF TOTAL AMOUNT OF ALL FEES PAID TO COMPANY RELATED TO THIS AGREEMENT OR \$500,000. THE LIMITATIONS SPECIFIED IN THIS SECTION 7 SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

B. Subsequent Clients. For the avoidance of doubt, Customer acknowledges and agrees that ABC may subsequently enter into agreements with third parties, including potential competitors of Customer, for the development and/or delivery of internet/intranet enabled, self-study courses and tools substantially similar to the IT Product and other corporate websites. So long as such third-party agreements do not conflict with the terms of this Agreement or otherwise violate the legal rights of Customer, Customer covenants and agrees not to bring any claim, action, suit or proceeding against ABC or any affiliate of ABC, directly or indirectly, relating such other arrangements with third parties, and Customer further covenants and agrees that this Agreement is a bar to any such claim, action, suit or proceeding.

8. Arbitration. Any dispute of any nature whatsoever arising out of or related to this Agreement, which cannot be resolved by negotiation, shall be settled by binding arbitration in accordance with the J.A.M.S./ENDISPUTE Arbitration Rules and Procedures ("Endispute Rules") then applying, as may be modified by this Agreement. The costs of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case, including attorney's fees. The parties agree that this provision and the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. In addition, the arbitration shall be governed by the substantive laws of the State of New York (without regard to any rules or principles of conflicts of law that might look to the substantive law of any jurisdiction outside New York). Any arbitration hereunder shall be conducted in Washington, D.C. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA. Notwithstanding the foregoing, either party may seek from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If a party seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by the other party, such other party agrees that it shall not allege in any such proceeding that the party seeking such relief has an adequate remedy at law. If a party seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall it be deemed to have made an election of remedies

9. Non-Disclosure.

A. Confidential Information; Non-Disclosure. Each of the parties agrees that as to any Confidential Information disclosed by, or on behalf of, one party ("Discloser") to the other party ("Recipient") hereunder: (a) to use such Confidential Information only as necessary in the performance of this Agreement or as otherwise expressly permitted by this Agreement or by Discloser in writing; and (b) not to disclose any such Confidential Information to any third party, using, at minimum, the same degree of care used to protect Recipient's own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care; provided, however, that Recipient may disclose Confidential Information received hereunder to its officers, directors, employees, agents, independent contractors and advisors who have a need to know such information for the purposes contemplated by this Agreement, in each case only after making such persons aware of this Agreement, and where such persons are bound by obligations of confidentiality consistent with those set forth herein. Upon written request by Discloser, Recipient will promptly return or destroy all originals and copies of all of Discloser's Confidential Information then in its possession or control, and provide written certification to Discloser that all such materials have been returned or destroyed, as applicable. For purposes of this Agreement, "Confidential Information" means all information or materials, whether in tangible form, written, oral, or other intangible information (including, without limitation, data and information stored on computer disks, computer networks or other media) and whether or not marked or labeled "confidential", "proprietary" or with a similar legend, relating to the parties and their domestic and global affiliates, and their respective businesses, finances, operations, services, facilities, processes, technologies, know-how, trade secrets, inventions (whether patentable or not), methodologies, clients, prospective clients, vendors, suppliers, partners, principals, consultants, stockholders, and employees.

B. Exceptions. The restrictions set forth in this **Section 9** shall not apply to any portion of the Confidential Information that: (a) is or becomes generally available to the public other than as a result of unauthorized disclosure by Recipient or authorized persons to whom Recipient has made the information available, (b) is available to Recipient on a non-confidential basis from a third party authorized to make such disclosure, (c) is independently developed by Recipient, (d) is identified by Discloser in writing as no longer proprietary or confidential, or (e) is disclosed pursuant to a requirement of a court or government agency or other legal compulsion, but then only to the extent of such required disclosure. If disclosure is required by a court or government agency or other legal compulsion, Recipient will promptly notify Discloser in writing prior to making any such disclosure and will cooperate with Discloser in seeking a protective order or other appropriate remedy. Recipient further agrees that it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

C. Independent Development; Residuals. The terms of confidentiality under this Agreement shall not be construed to limit ABC's or Customer's right to independently develop or acquire products without use of the other party's Confidential Information or IP. Further, ABC and Customer shall be free to use for any purpose the residuals resulting from access to, or work with, such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information of the other party as provided herein. The term "residuals" means technical and other information in non-tangible form, which may be retained by persons in their unaided memories who have had access to the Confidential Information

information in non-tangible form, which may be retained by persons in their unaided memories who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. A person's memory is unaided if the person has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it. Neither ABC nor Customer shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant either ABC or Customer a license under the other party's copyrights or patents.

10. No Limitations. Subject to the terms and conditions of this Agreement, both parties and their respective affiliates) shall have the right (a) to enter into agreements with any third parties (including but not limited to competitors of the other party) substantially similar to this Agreement and (b) to develop, market, advertise, promote, license, sell, operate, maintain or host internet/intranet enabled, self-study courses and tool substantially similar to the IT Product.

11. Miscellaneous.

A. Relationship of the Parties. This Agreement does not constitute any party the agent of the other party, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

B. Assignment. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however that ABC shall have the right to assign its rights and delegate its responsibilities under this Agreement to an affiliate without the consent of Customer. Any prohibited assignment shall be null and void.

C. Headings. The headings in this Agreement are for convenience only and shall not affect in any way the meaning of any provisions of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and wholly performed in the State of New York.

E. Severability. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefor such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.

F. Notices. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand (including delivery by nationally recognized express courier service such as Fed. Ex., UPS, or DHL) or three days after being sent by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of ABC: In the case of Customer:

Attn: _____ Attn _____

With a copy to: With a copy to:

Attn: _____ Attn _____

Either party hereto may change its address for notification purposes from time to time by giving the other party prior written notice in accordance with this Section of the new address and the date upon which it will become effective. Furthermore, as part of the development phase of this Agreement, the parties anticipate being in frequent informal contact with each other. While contacts among the parties shall not be limited to specific individuals, the primary point of contact for these communications shall initially be _____ for Customer and _____ for ABC. The parties shall have the right to change their respective primary points of contact from time to time upon notice to the other party.

A. Force Majeure. Neither party will be responsible for delays caused by events or circumstances beyond its reasonable control.

B. Survival. Sections 2, 3.B, 5.B(iv), 6, 7, 8, 9,10, 11.D and this 11.H shall survive the termination of this Agreement.

I. Hiring of Employees. Except as may be otherwise agreed in writing, for a period beginning on the date of this Agreement first written above and ending on the first anniversary thereof, neither Customer personnel nor ABC personnel who are aware of this Agreement or participated in or coordinated the development of the IT Product or the Website, shall offer employment to or employ or hire as an independent contractor any person employed then by the other party (or any affiliate thereof), or was so employed at any time within the preceding 12 months, if such person was involved, directly or indirectly, in the performance of this Agreement.

J. Entire Agreement; Amendment; etc. This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. Any amendment to this Agreement must be in writing signed by the duly authorized representatives of both parties. Any waiver by either party of a breach of any provision of this Agreement must be in writing. The exhibits are an integral part of this Agreement and incorporated herein by reference. Where agreement, approval, acceptance, consent or similar action by Customer or ABC is required, such action shall not be unreasonably delayed or withheld. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement. Except as otherwise explicitly provided above to the contrary, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ABC TECHNOLOGY CORP.

By:

Name:

Title:

By:

Name:

Title:

Exhibit 1

Scope of Work; Timetable; Payment Schedule

Exhibit 2

Website Development and Site Access

Website Development and Site Access

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