

rates for such services.

**9. Warranties.**

A. Developer warrants that for a period of 30 days following acceptance, the Software will operate substantially according to the Specifications. In the event of any breach of the warranty in this Section 9. A., in addition to any other remedy to which Buyer may be entitled, Developer shall take all action necessary at its expense to cause the Software to operate according to the warranty.

B. Developer warrants that the Software will not infringe upon any copyright, patent, trade secret or other intellectual property interest of any third party. Developer will indemnify and hold Buyer harmless from and against all such infringement claims, losses, suits and damages including, but not limited to, attorney's fees and costs, and shall promptly following any bona-fide claim of infringement correct the Software so as not to be infringing, or secure at its own expense the right of Buyer to use the Software without infringement.

**10. Term and Termination.**

A. This Agreement shall commence upon today's date and continue until all of the obligations of the parties have been performed or until earlier terminated as provided herein.

B. Developer's appointment as consultant pursuant to this Agreement and this Agreement shall terminate upon the occurrence of any of the following events:

(i) In the event either party defaults in any material obligation owed to the other party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following at least forty five (45) days written notice to the defaulting party.

(ii) Either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party and the proceeding is not dismissed within forty five (45) days after commencement.

(iii) Developer dies or becomes disabled.

C. Section 2, Ownership of Software, and Section 7, Confidentiality, shall survive the expiration or termination of this Agreement. In the event of early termination due to Developer's default or the death or disability of the individual(s) identified in subsection (iii), above, Developer agrees to deliver the Software then completed. Developer, in that instance, shall be paid a pro rata share for the work; if the amount cannot be agreed upon, the Buyer can return the work and the other terms of this contract go into effect, as outlined in this section and others.

**11. Notices.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Developer: \_\_\_\_\_.

If to the Buyer: \_\_\_\_\_.

**12. No Waiver.**

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.