



## CUSTOM DEVELOPMENT SERVICES AGREEMENT

This agreement (hereinafter "Agreement") is made by and between the Client (individual/ organization receiving services), hereinafter ("Client") and The Digital Ranch of 1354 E. 3300 So. Suite 300, Salt Lake City, Utah 84106, hereinafter ("The Digital Ranch") for custom development of electronic media, the day customization is agreed upon. Hereinafter, if both the Client and The Digital Ranch are mentioned together they shall be termed the "Parties".

WHEREFORE, in consideration of the mutual covenants and promises contained below, the legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### Agreement

- 1. General.** This agreement applies to the purchase of all custom development of electronic media ("Services") ordered by the Client from The Digital Ranch as set forth in this agreement and the Service Addendum. The Service Addendum is incorporated by reference as if full set forth herein. Please refer to this agreement and the Service Addendum for the description, rates, charges, discounts, and other terms and conditions applicable to the Services. To the extent that the terms and conditions of any Service Addendum are inconsistent with the terms and conditions of this agreement, this agreement will control. All service order requests or cancellations are required in writing (either e-mail or letter). If the work does not progress as desired either party is free to break the agreement by verbal and written notice with the Client responsible to provide payment for the work performed and The Digital Ranch responsible to provide the Client with the work completed, within a reasonable period of time.
- 2. Professional Quality Work and Duty to Consult.** The Digital Ranch agrees to provide professional quality work with direction provided by the Client and within the defined scope of the project. The Client will own the final product, however The Digital Ranch, retains ownership of the programming source code and the right to show the final product for marketing purposes in the promotion of the services offered by The Digital Ranch. Also, The Digital Ranch will be permitted to place their logo and credit on the Client's site at the bottom of each web page.
- 3. The Digital Ranch Obligation to Perform all Work.** The Digital Ranch agrees that all performance of its obligations hereunder will be performed by The Digital Ranch.
- 4. Duty of Confidentiality.** The Digital Ranch and their employees and the Client agree to maintain and protect the confidentiality of The Digital Ranch's and the Client's proprietary and/or confidential intellectual property, technical and financial data, methods, products under development, processes, trade secrets, policies and procedures. The Digital Ranch and the Client agree to maintain the confidentiality of The Digital Ranch's and the Client's method of doing business, styles, innovations, "tricks of the trade," and procedures; however, The Digital Ranch and the Client shall have no duty to maintain the confidentiality of information that becomes generally available to the industry or the public, or is the result of litigation between The Digital Ranch or the Client and a third party.
- 5. Non-solicitation of Employees.** The Client and The Digital Ranch agree to not solicit employees from each others companies while working together on projects.

6. **The Client to Remit Payment for Service Performed.** The Client will remit payment to The Digital Ranch as outlined in the Service Addendum. Terms are net 15 and a 1.5% monthly finance charge or the highest rate allowed by applicable law, whichever is lower, will be applied to invoices older than 30 days. Payment is by invoice as no statement will be sent.
7. **Indemnification.** The Client shall indemnify and save The Digital Ranch harmless from and against all claims, personal injury, property damage, costs and expenses and attorney's fees asserted by any person, firm or corporation claiming by, through or under the Client or resulting from the acts of the Client. The Digital Ranch shall also indemnify and save the Client harmless from and against all claims, personal injury, property damage, costs and expenses and attorney's fees asserted by any person, firm or corporation claiming by, through or under The Digital Ranch or resulting from the acts of The Digital Ranch.
8. **Governing Law.** This contract is governed by the laws of the state of Utah. Both parties agree to the jurisdiction of the courts and laws of the state of Utah.