

Xenegrade Custom Work Scope of Services Agreement

This Custom Services Agreement ("Agreement") is made effective as of the earliest date noted in the signatory lines of this Agreement by and between **Xenegrade Corp.** ("Company"), a Florida corporation, and the customer as listed in the project details ("Customer"), and collectively Company and Customer shall be known as the "Parties".

The Parties agree as follows:

- 1. Services Provided by Company.** Company shall provide Customer with software solutions, advice, consultation, data conversion, or customization services ("Services") in the form and manner specified in this executed Scope of Services ("SOS").
- 2. Fees, Expenses, & Payment.** For all Services performed under the SOS, Customer shall: (i) pay Company in accordance with the SOS; and (ii) pay Company upon receipt of each invoice. All payments pursuant to this Agreement are non-refundable.
- 3. Obligations of Company.** Company shall perform or cause to be performed the obligations described in the SOS. In addition, Company shall designate and provide one (1) Company point of contact, responsible for answering and resolving Customer's questions and issues relating to the project(s) described therein.
- 4. Obligations of Customer.** Customer shall: (a) designate and provide one (1) Customer point of contact, responsible for answering and resolving Company's questions and issues relating to the project(s) described therein; (b) perform such other duties and tasks specifically designated in the SOS to facilitate Company's performance of the Services outlined thereunder.
- 5. Warranty and Remedy Period.** Upon notification of completion and approval of the custom work, Customer has 30 days to notify Company of bugs, errors, or design issues that do not meet the requirements as outlined. Notification of bugs, errors, or design issues submitted after the 30 days may incur additional charges. Company is not responsible or liable for omissions of information on the part of the Customer in regards to the content of the project. Modifications made to the final product of the custom work by the Customer voids the limited warranty.
- 6. Change Requests.** All change requests made to the project outlined in this scope must be in writing and approved by both Parties as an amendment to this agreement.
- 7. Limitation of Liability.** The Company's maximum liability for any action arising under this agreement, regardless of the form or action and whether in tort or contract, shall be limited to the amount of services fees paid by the Customer for the services from which the claim arose. In no event shall Company be liable for indirect, special, incidental, or consequential damages of any kind, including without limitation, lost data or lost profits, however arising, even if Company has been advised of the possibility of such damages. The Parties agree to the allocation of risk set forth herein.
- 8. Rights to Work Product.** Any expression or result of Company's Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information created by Company in the course of performing the Services hereunder (collectively "Work Product") are the property of Company and are licensed to Customer pursuant to the Company software license(s) to which the Services pertain. Customer shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product. However, to the extent such Work Product provided to Customer by Company contains Customer's Confidential Information, Customer shall retain title to such Confidential Information including Customer's domain name, Customer's data, graphics supplied by Customer and other property as noted in the SOS.
- 9. Independent Contractor Status.** Company performs this Agreement as an independent contractor, not as an employee, servant, or agent of Customer. Nothing in this Agreement is intended nor shall it be construed to create a partnership, joint venture, or agency relationship between the Parties.
- 10. Termination.** Unless otherwise agreed to, either party may terminate this Agreement at any time by giving the other party 30 days written notice of termination; however, Customer shall pay Company for all work performed prior to the effective date of termination.

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11. Waiver. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties.

12. General. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified in writing and signed by a duly authorized representative of each party. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Exhibit shall add to or vary the terms of this Agreement.

Project Title:

Customer:

Date:

Project ID:

Description of Project:

Project Hours:

Project Rate:

Project Cost:

The Parties hereby agree to all of the above terms and have executed this Agreement by a duly authorized officer or officer representative.

Accepted by Customer:

Accepted by Xenegrade:

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____