

**Contractual Best Practices
Software and Internet Related Agreements
October 10, 2003**

**Montgomery Bar Association
Marriott Hotel West Conshohocken**

Presented by:

David A. Feldheim, Esq.

600 W. Germantown Pike, Suite 400

Plymouth Meeting, PA 19462

610-940-1640

David@DAFLAW.com

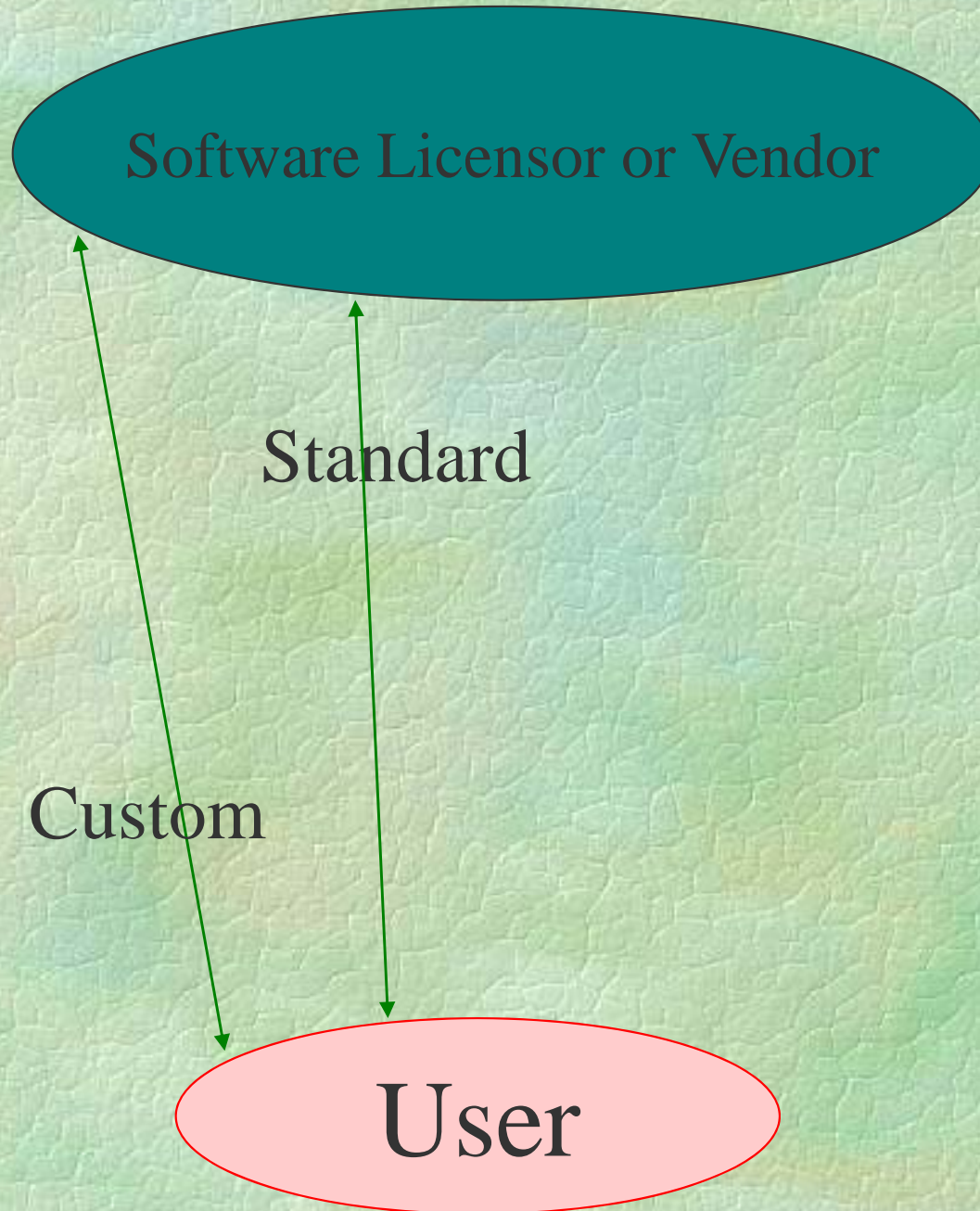
Software Industry



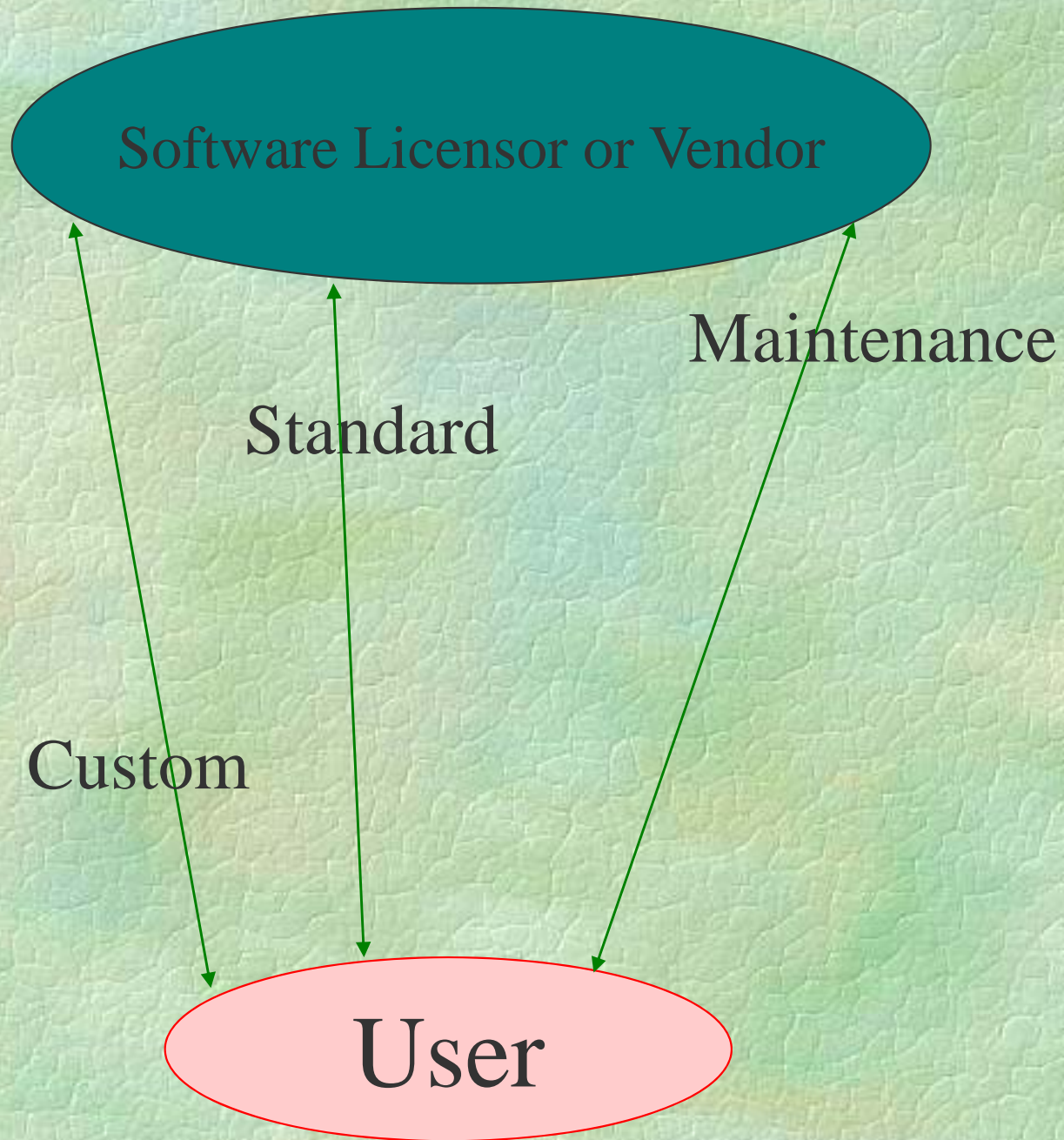
Standard



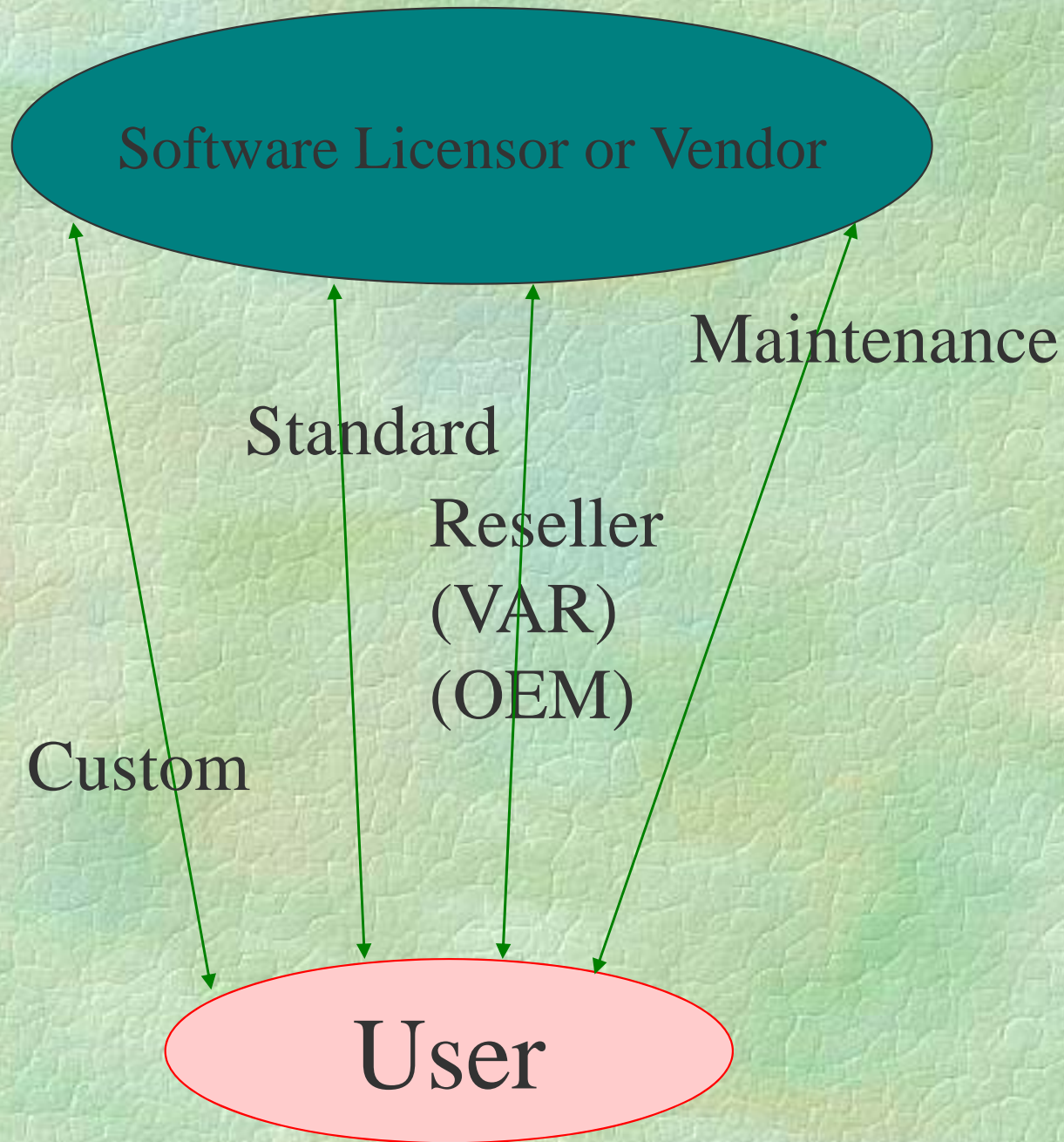
Software Industry



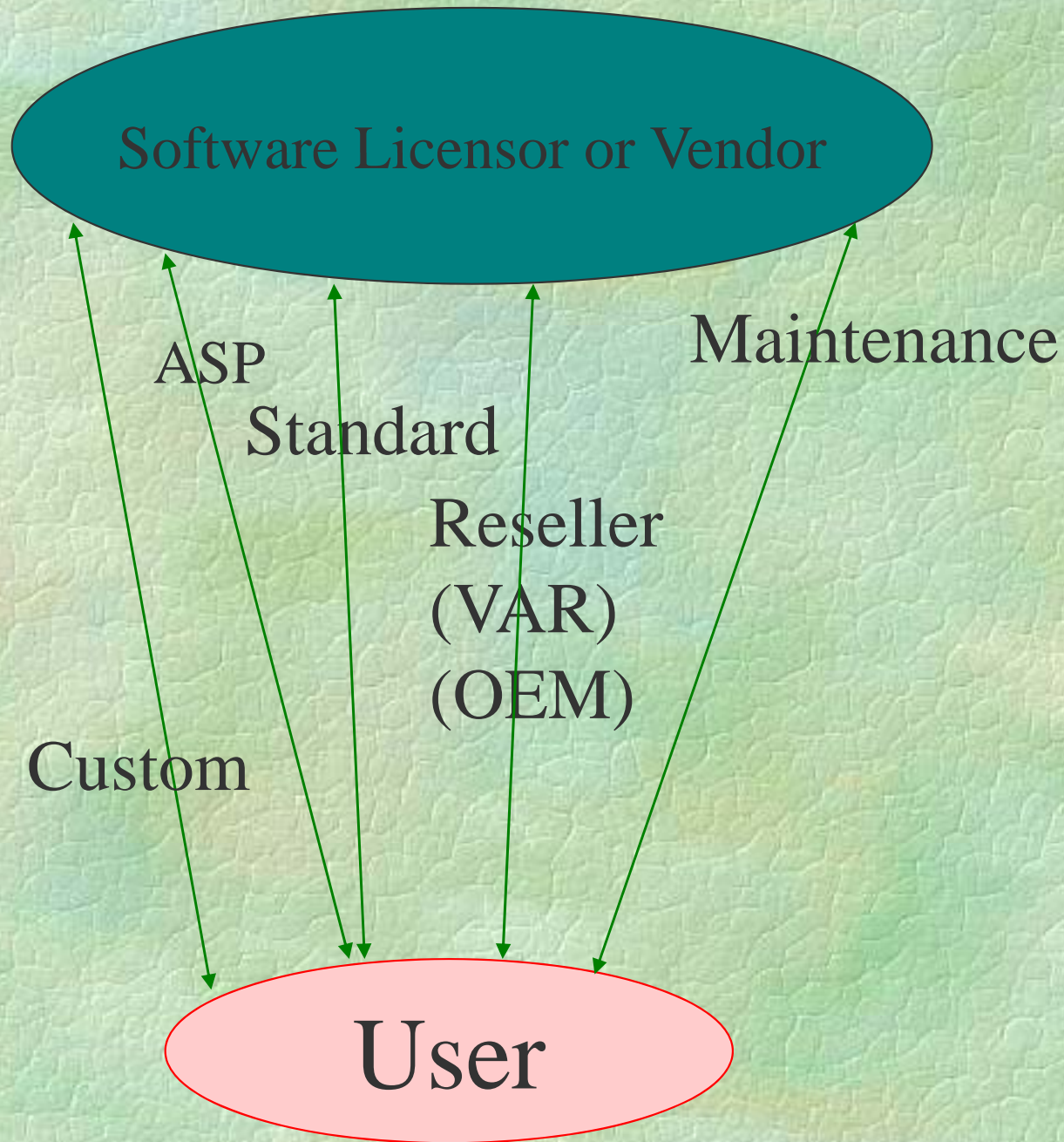
Software Industry



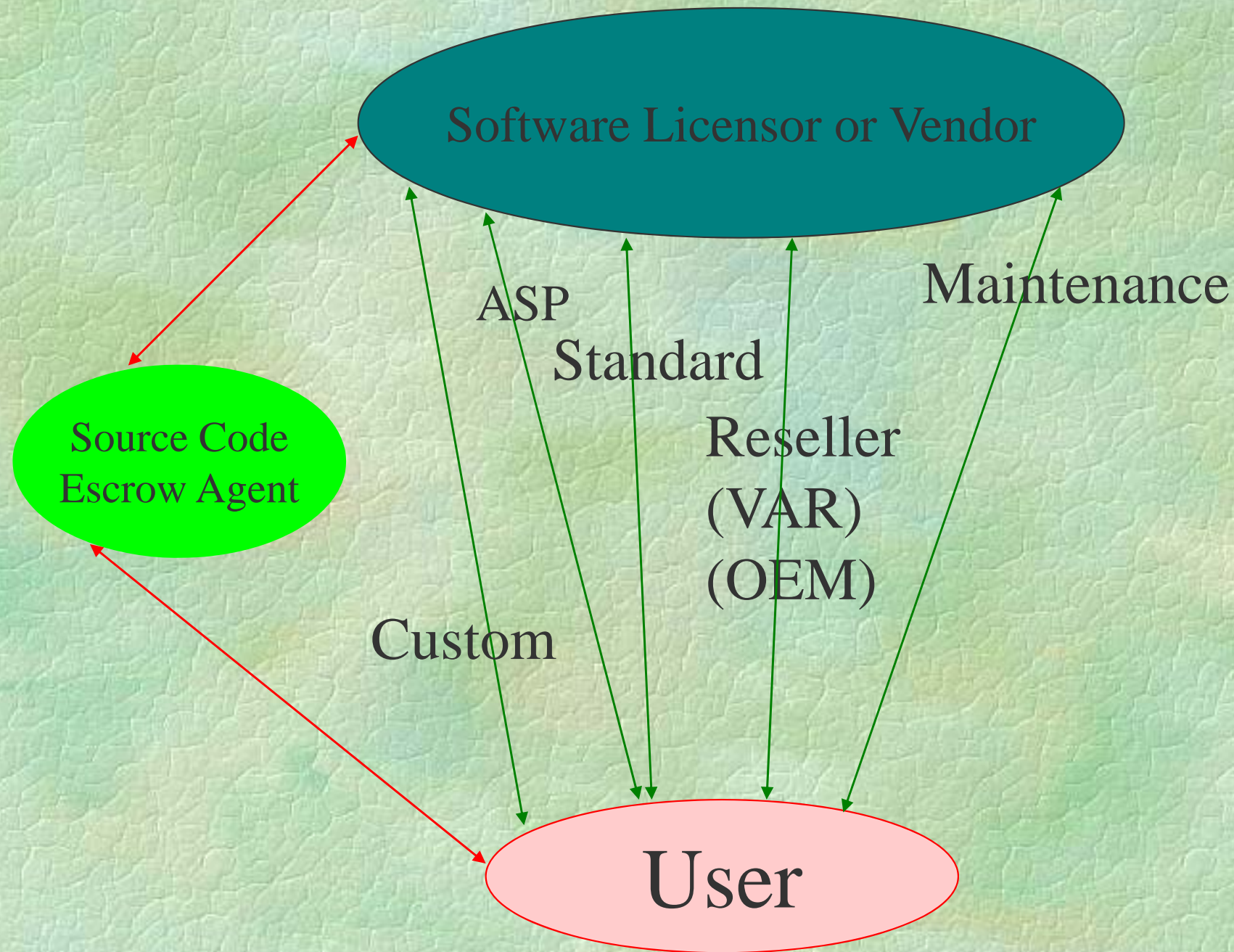
Software Industry



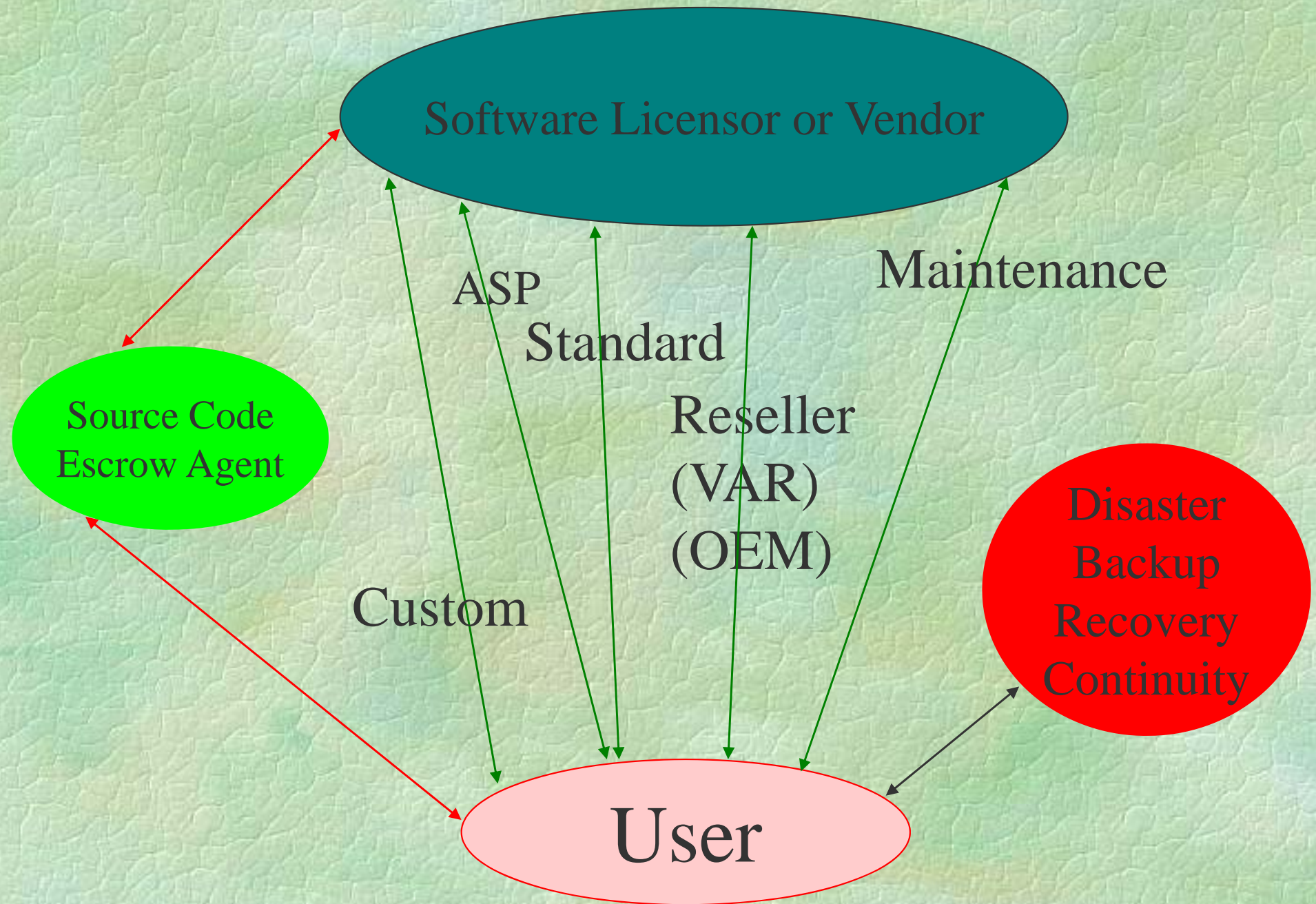
Software Industry



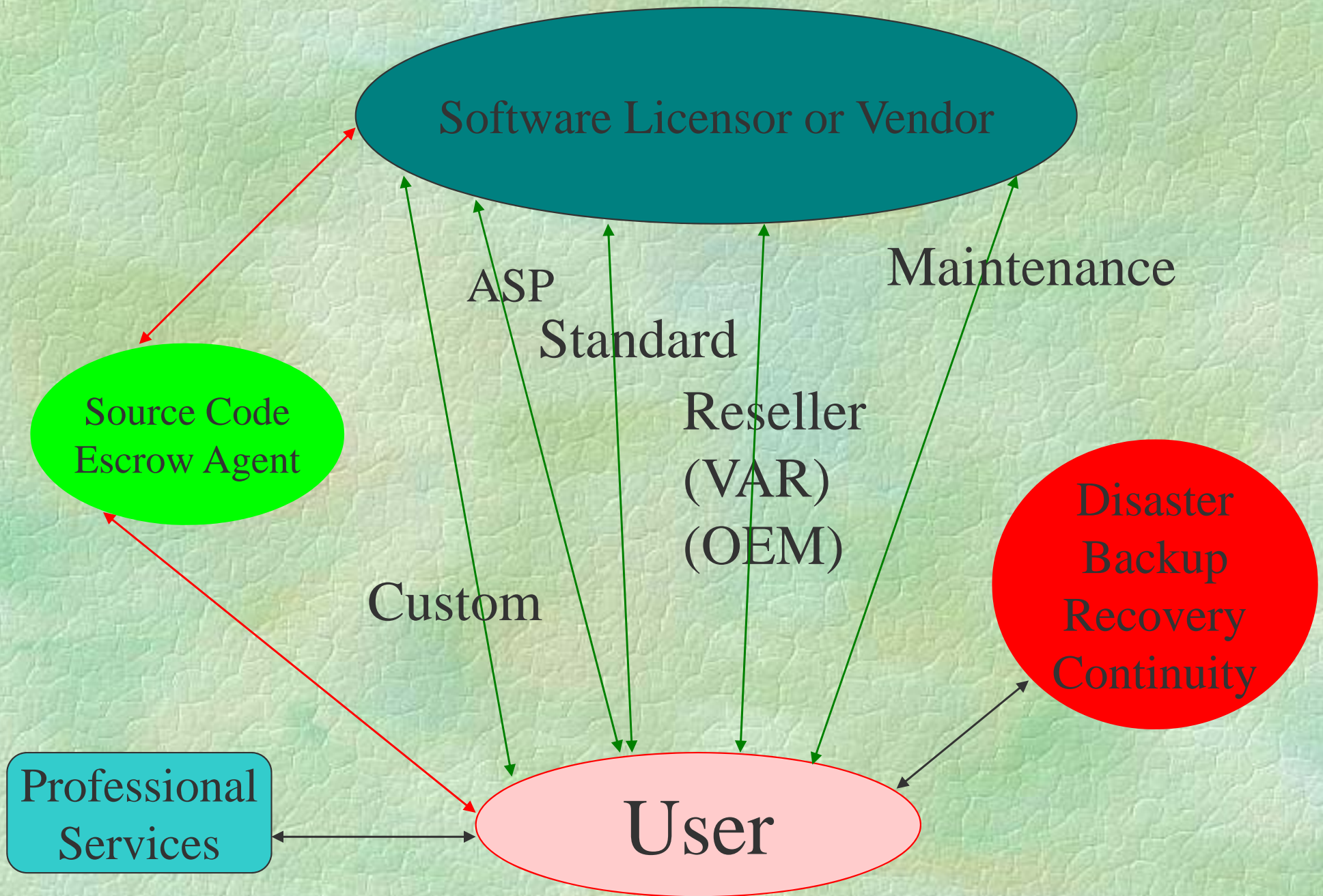
Software Industry



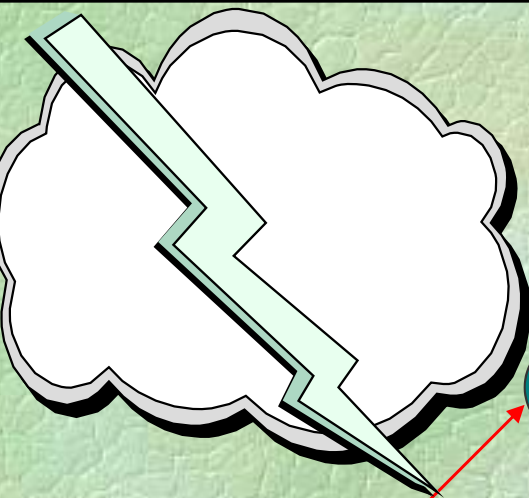
Software Industry



Software Industry



Software Industry



Software Licensor or Vendor

Source Code Escrow Agent

Professional Services

ASP

Standard

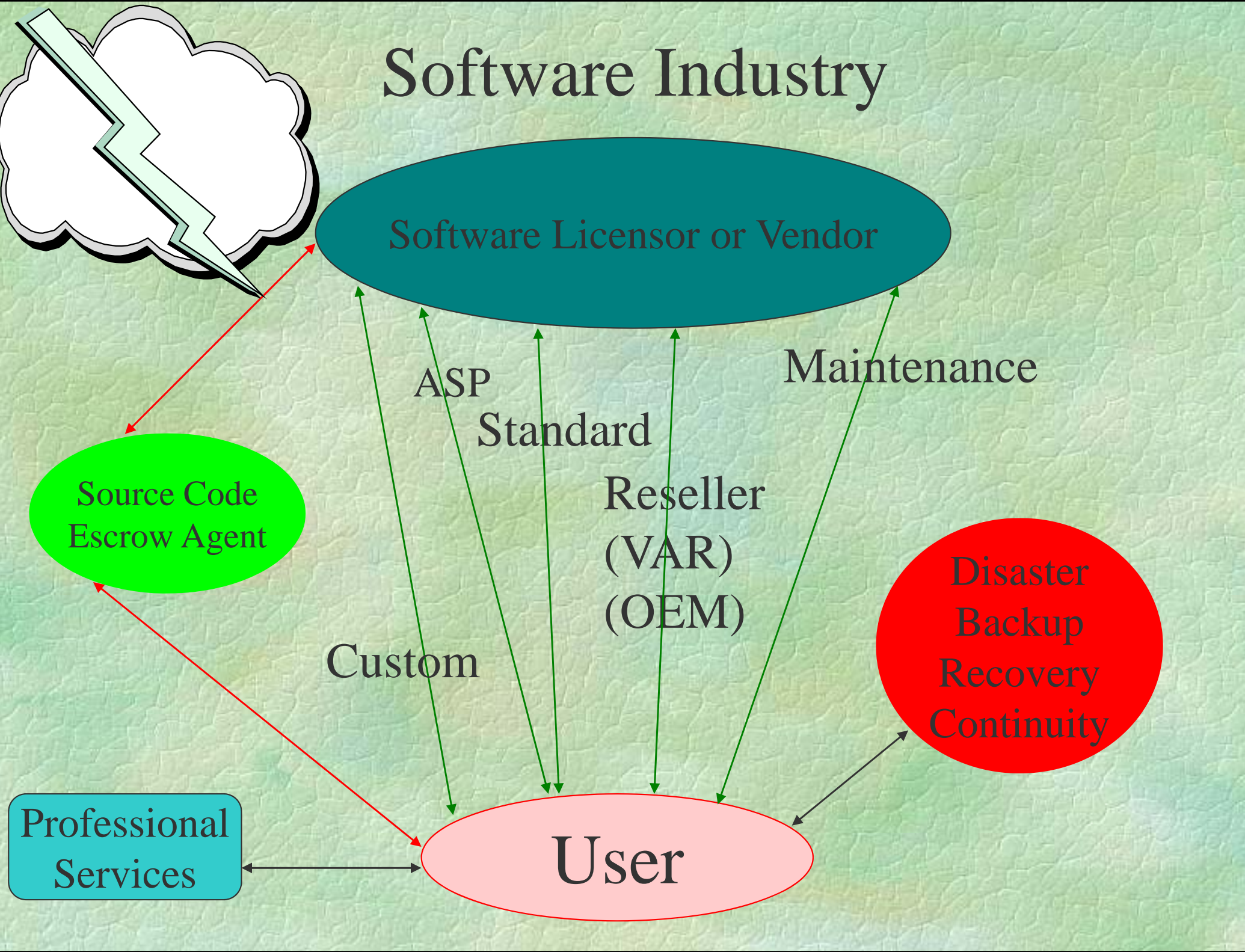
Reseller
(VAR)
(OEM)

Maintenance

Custom

Disaster
Backup
Recovery
Continuity

User



Software Related Agreements

- 1 Standard Software License Agreements
- 2 Software/Web-site Development Agreements
- 3 Software Maintenance Agreements
- 4 Source Code Escrow Agreements
- 5 Disaster Recovery – Continuity Agreements

Software License

- I. Grant of License
- II. Deliverables
- III. Training
- IV. Warranties
- V. Limitations on Liability
- VI. Modifications
- VII. Confidentiality
- VIII. Fees
- IX. Boilerplate Provisions

Software License

Grant of License

A Exclusivity

B Restrictions on Use

C Duration

D Termination

Software License

Deliverables

A Software modules: release or version?

B Media

C Documentation - user manual; functional specifications

D Source code?

Software License

Training

A How many employees?

B How many hours/days?

C Where?

D Additional training?

E Who pays for T& E?

Software License

Warranties

- A Title; licensed rights; authority to grant license
- B Express performance warranties
- C Implied performance warranties
- D No infringement of copyright, trade secret, trademark, patent or other proprietary rights
- E Disclaimers

Software License

Limitations on Liability

- A Scope of indemnity; e.g. disclaimer
- B Duration
- C Kinds of damages
- D Amount of damages
- E User defenses?

Software License

Modifications

A Derivative work

Only owner of copyright in software has right to create or authorize others to create derivative work from software

B Licensee right to make changes?

C Ownership of modifications?

D Licensor rights to use modifications?

E Impact on maintenance obligations?

Software License

Confidentiality

A Proprietary information

B Trade secrets

C Restrictions

- 1 No copying
- 2 No reverse engineering or decompiling
- 3 Confidentiality notices
- 4 NDA with employees
- 5 Archival backup (how many, how often?)

Software License

Fees

A Kinds

B Timing

C Limits

Software License

Boilerplate Provisions

A Notices

Software License

Boilerplate Provisions

A Notices

B Governing laws

Software License

Boilerplate Provisions

A Notices

B Governing laws

C Severability

Software License

Boilerplate Provisions

A Notices

B Governing laws

C Severability

D Counterparts

Software License

Boilerplate Provisions

A Notices

B Governing laws

C Severability

D Counterparts

E Non-waiver

Software License

Boilerplate Provisions

- A Notices
- B Governing laws
- C Severability
- D Counterparts
- E Non-waiver
- F Amendments in writing

Software License

Boilerplate Provisions

- A Notices
- B Governing laws
- C Severability
- D Counterparts
- E Non-waiver
- F Amendments in writing
- G Merger - entire agreement

Software License

Boilerplate Provisions

- A Notices
- B Governing laws
- C Severability
- D Counterparts
- E Non-waiver
- F Amendments in writing
- G Merger - entire agreement
- H Force majeure

Software License

Boilerplate Provisions

- A Notices
- B Governing laws
- C Severability
- D Counterparts
- E Non-waiver
- F Amendments in writing
- G Merger - entire agreement
- H Force majeure
- I Assignment

Software License

Boilerplate Provisions

- A Notices
- B Governing laws
- C Severability
- D Counterparts
- E Non-waiver
- F Amendments in writing
- G Merger - entire agreement
- H Force majeure
- I Assignment
- J No agency; independent contractor

Software License

Boilerplate Provisions

A Notices

B Governing laws

C Severability

D Counterparts

E Non-waiver

F Amendments in writing

G Merger - entire agreement

H Force majeure

I Assignment

J No agency; independent contractor

K Headings

Custom Software/Web Site Development Agreements

- I. Introduction
- II. Definition of Project
 - A Custom Software Development
 - B Custom Web Site Development
- III. Critical Path for Deliverables and Acceptance;
 - A Recommended Approach
- IV. Timetable for Payment
- V. Other Important Provisions

Custom Software/Web Site Development Agreements

I. Introduction

A Very similar to standard software license except software not “off the shelf”

B Customization of software has significant legal implications:

- 1 Standard license provisions
- 2 Additional provisions become necessary

C Contracting process and success of the venture dependent on many factors including:

- 1 Relative sophistication of vendor and customer
- 2 Size of transaction

Custom Software/Web Site Development Agreements

II. Definition of Project:

A Custom Software Development

- 1 Objectives, tasks, deliverables:
 - a Request for proposal
 - b Functional specifications
 - c Documentation if available

Custom Software/Web Site Development Agreements

II. Definition of Project:

A Custom Software Development

- 1 Objectives, tasks, deliverables:
 - a Request for proposal
 - b Functional specifications
 - c Documentation if available
- 2 What will System do?

Custom Software/Web Site Development Agreements

II. Definition of Project:

A Custom Software Development

- 1 Objectives, tasks, deliverables:
 - a Request for proposal
 - b Functional specifications
 - c Documentation if available
- 2 What will System do?
- 3 Importance of precision:
 - a Equipment compatibility
 - b Reports, frequency, pertinent data
 - c Screen formats
 - d System capabilities - store, update and retrieve data
 - e Ease of updates and revisions

Custom Software/Web Site Development Agreements

II. Definition of Project:

A Custom Software Development

4 Development

- a Schedule
- b Installation
- c Testing
- d Training
- e Data conversion?
- f Pilot

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

- 1 Objectives, tasks, deliverables
 - Roadmap for site development
- 2 Site Conceptual Framework
- 3 Site Layout & Design Framework
- 4 Site Maintenance
- 5 Site Promotion

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

1 Objectives, tasks, deliverables

- Roadmap for site development

Who will perform each task?

Developer?

Subcontracted consultants, designers, programmers?

Site owner?

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

2 Site Conceptual Framework

a Site Purpose

Members

Public at large

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

2 Site Conceptual Framework

a Site Purpose

Members

Public at large

b Life of site

Ongoing commitment

Funding

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

2 Site Conceptual Framework

c. Chat rooms, forums, bulletin boards

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

2 Site Conceptual Framework

c. Chat rooms, forums, bulletin boards

d. On-line transactional processing

Identify potential transactions

Methods of processing

Order fulfillment

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

3 Site Layout & Design Framework

a Overall Content

Specific content sections

Standards of design

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

3 Site Layout & Design Framework

a Overall Content

Specific content sections

Standards of design

b Links

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

3 Site Layout & Design Framework

a Overall Content

Specific content sections

Standards of design

b Links

c Static vs. dynamic content

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

3 Site Layout & Design Framework

a Overall Content

Specific content sections

Standards of design

b Links

c Static vs. dynamic content

d Speed vs. cutting edge design

Custom Software/Web Site Development Agreements

II. Definition of Project:

B Web Site Development

3 Site Layout & Design Framework

e. Graphics Framework

Size, resolution, pallet

Graphics components

Navigational aids

Assumptions re band width and browser

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A
Recommended Approach

A Importance of precision

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A
Recommended Approach

A Importance of precision

B Deliverables must have deadlines

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A
Recommended Approach

A Importance of precision

B Deliverables must have deadlines

C Deliverables must be submitted with proper labels

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A
Recommended Approach

A Importance of precision

B Deliverables must have deadlines

C Deliverables must be submitted with proper labels

D Acceptance or rejection of deliverables must be within
specified time period

Disapprovals should state reasons

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A Recommended Approach

A Importance of precision

B Deliverables must have deadlines

C Deliverables must be submitted with proper labels

D Acceptance or rejection of deliverables must be within
specified time period

Disapprovals should state reasons

E Rejected deliverable must be resubmitted within specified
time period

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A
Recommended Approach

F Resubmitted deliverable must be accepted or rejected
Disapprovals should state reasons

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A
Recommended Approach

F Resubmitted deliverable must be accepted or rejected

Disapprovals should state reasons

G This process must be “Capped”

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A Recommended Approach

F Resubmitted deliverable must be accepted or rejected

Disapprovals should state reasons

G This process must be “Capped”

H Rejections and repeated resubmissions may impact
timetable:

Other dates may or may not be pushed back by contract

Deliverables independent and parallel, or sequential and
interdependent?

When may customer “walk”?

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A
Recommended Approach

I Failure by customer to respond to deliverable:

Deemed accepted?

Subsequent dates automatically extended?

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A
Recommended Approach

I Failure by customer to respond to deliverable:

Deemed accepted?

Subsequent dates automatically extended?

J Acceptance vs. RFP

Custom Software/Web-Site Development Agreements

Critical Path for Deliverables and Acceptance; A
Recommended Approach

I Failure by customer to respond to deliverable:

Deemed accepted?

Subsequent dates automatically extended?

J Acceptance vs. RFP

K Formal Acceptance

Custom Software/Web-Site Development Agreements

Timetable for Payment

- A Negotiable
- B Payments targeted to deliverables
- C Significant holdback
- D Schedule to Agreement

Custom Software/Web-Site Development Agreements

Other Key Provisions

A Personnel - designate by name

Custom Software/Web-Site Development Agreements

Other Key Provisions

A Personnel - designate by name

B Liquidated damages for failure or delays

Custom Software/Web-Site Development Agreements

Other Key Provisions

A Personnel - designate by name

B Liquidated damages for failure or delays

C No subcontracting without customer consent

Custom Software/Web-Site Development Agreements

Other Key Provisions

A Personnel - designate by name

B Liquidated damages for failure or delays

C No subcontracting without customer consent

D Status reports

Custom Software/Web-Site Development Agreements

Other Key Provisions

A Personnel - designate by name

B Liquidated damages for failure or delays

C No subcontracting without customer consent

D Status reports

E Right of early termination

Custom Software/Web-Site Development Agreements

Other Key Provisions

- A Personnel - designate by name
- B Liquidated damages for failure or delays
- C No subcontracting without customer consent
- D Status reports
- E Right of early termination
- F Default

Custom Software/Web-Site Development Agreements

Other Key Provisions

- A Personnel - designate by name
- B Liquidated damages for failure or delays
- C No subcontracting without customer consent
- D Status reports
- E Right of early termination
- F Default
- G Confidentiality

Custom Software/Web-Site Development Agreements

Other Key Provisions

H Ownership

Custom Software/Web-Site Development Agreements

Other Key Provisions

H Ownership

I Changes

Custom Software/Web-Site Development Agreements

Other Key Provisions

H Ownership

I Changes

J Training

Custom Software/Web-Site Development Agreements

Other Key Provisions

H Ownership

I Changes

J Training

K Installation

Software Maintenance Agreements

- I. Introduction
- II. What is Included in Maintenance?
- III. Customer Limitations
- IV. Other Considerations

Software Maintenance Agreements

Introduction

A Some form of maintenance usually included for initial limited period as part of license

Software Maintenance Agreements

Introduction

- A Some form of maintenance usually included for initial limited period as part of license
- B Maintenance may be part of license agreement or in separate instrument

Software Maintenance Agreements

Introduction

- A Some form of maintenance usually included for initial limited period as part of license
- B Maintenance may be part of license agreement or in separate instrument
- C Usual term one year

Software Maintenance Agreements

What is Included in Maintenance?

A Updates and improvements

Software Maintenance Agreements

What is Included in Maintenance?

A Updates and improvements

B Error correction

Software Maintenance Agreements

What is Included in Maintenance?

- A Updates and improvements
- B Error correction
- C Telephone consultation

Software Maintenance Agreements

What is Included in Maintenance?

A Updates and improvements

B Error correction

C Telephone consultation

D Right to request additional training, consultations,
seminars

Software Maintenance Agreements

What is Included in Maintenance?

- A Updates and improvements
- B Error correction
- C Telephone consultation
- D Right to request additional training, consultations, seminars
- E Right to request customized software enhancements

Software Maintenance Agreements

Customer Limitations

A Vendor usually decides which updates are free and which cost extra

Software Maintenance Agreements

Customer Limitations

- A Vendor usually decides which updates are free and which cost extra
- B Customer failure to subscribe to maintenance

Software Maintenance Agreements

Customer Limitations

- A Vendor usually decides which updates are free and which cost extra
- B Customer failure to subscribe to maintenance
- C Customer modification of software may impact vendor's maintenance obligations

Software Maintenance Agreements

Customer Limitations

- A Vendor usually decides which updates are free and which cost extra
- B Customer failure to subscribe to maintenance
- C Customer modification of software may impact vendor's maintenance obligations
- D Customer failure to make changes or corrections provided by vendor may have consequences

Software Maintenance Agreements

Customer Limitations

- A Vendor usually decides which updates are free and which cost extra
- B Customer failure to subscribe to maintenance
- C Customer modification of software may impact vendor's maintenance obligations
- D Customer failure to make changes or corrections provided by vendor may have consequences
- E Duty by customer to provide documentation to substantiate claimed errors

Software Maintenance Agreements

Customer Limitations

- A Vendor usually decides which updates are free and which cost extra
- B Customer failure to subscribe to maintenance
- C Customer modification of software may impact vendor's maintenance obligations
- D Customer failure to make changes or corrections provided by vendor may have consequences
- E Duty by customer to provide documentation to substantiate claimed errors
- F No duty by vendor to correct all errors

Software Maintenance Agreements

Customer Limitations

- A Vendor usually decides which updates are free and which cost extra
- B Customer failure to subscribe to maintenance
- C Customer modification of software may impact vendor's maintenance obligations
- D Customer failure to make changes or corrections provided by vendor may have consequences
- E Duty by customer to provide documentation to substantiate claimed errors
- F No duty by vendor to correct all errors
- G Vendor charge if no error or if error not vendor's fault

Source Code Escrow Agreements

- I. Introduction
- II. Release Conditions

Source Code Escrow Agreements

Release Conditions

- A Depositor in breach of license agreement
- B Depositor's failure to carry out obligations under license agreement
- C Depositor unwilling or unable to support the software
- D Depositor's failure to continue to do business in the ordinary course
- E Instructions from depositor's trustee in bankruptcy [Bankruptcy Code 365(n)]

Source Code Escrow Agreements

Release Conditions

F Depositor's instructions

G Court Order

H Entry of order for relief under Chapter 11

I Making of assignment for the benefit of creditors

J Appointment of receiver or trustee in bankruptcy

Computer Disaster Backup Recovery Agreements

- I. Early Concepts
- II. Disaster Recovery Vendors - Empty Shell
- III. Full Disaster Recovery Services
- IV. Disaster Backup Contract Issues
- V. Other Significant Contract Issues

Computer Disaster Backup Recovery Agreements

Early Concepts

A Clubs

B Reciprocal Arrangements

C Empty Shell

D Deficiencies

Computer Disaster Backup Recovery Agreements

Full Disaster Recovery Services

- A Installed equipment configuration
- B Office and storage space
- C Telecommunications
- D Testing

Computer Disaster Backup Recovery Agreements

Disaster Backup Contract Issues

- A Use of idle equipment - timesharing
- B What equipment and telecommunications are included?
- C Is other equipment available at additional charge?
- D May subscriber install additional equipment?
- E How quickly may subscriber gain access?
- F What support personnel will be available?
- G How long will subscriber have access to backup site?
- H How much testing time is permitted?

Computer Disaster Backup Recovery Agreements

Other Significant Contract Issues

A What is a Disaster?

Computer Disaster Backup Recovery Agreements

Other Significant Contract Issues

B Risk of multiple disasters!

- 1 Limit on number of subscribers
- 2 No two customers with data center in same building
- 3 No new subscription agreement while user is experiencing a disaster
- 4 Significant “ring the bell” fee
- 5 Multiple back-up sites
- 6 Framework of cooperation

Internet Related Agreements

Web Site Owner

A diagram on a green textured background. At the top center is a white oval with a black border containing the text "Web Site Owner". Below and to the left is a cyan circle with a black border containing the text "Web Site Development". A black arrow points from the bottom-left edge of the white oval to the top-right edge of the cyan circle.

Web Site Owner

**Web Site
Development**

Internet Service Provider

Web Site Owner

**Web Site
Development**

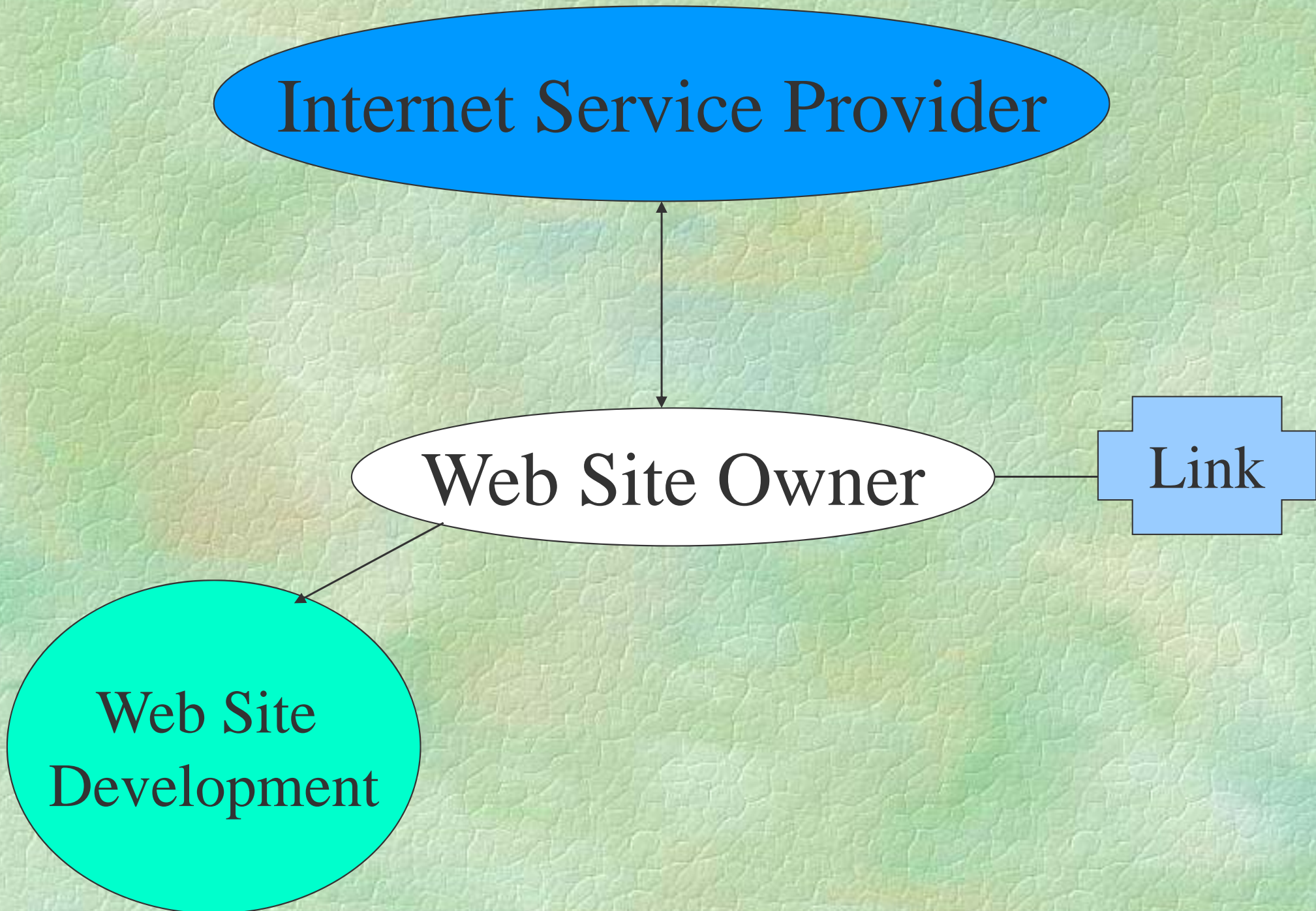


Internet Service Provider

Web Site Owner

Link

Web Site
Development



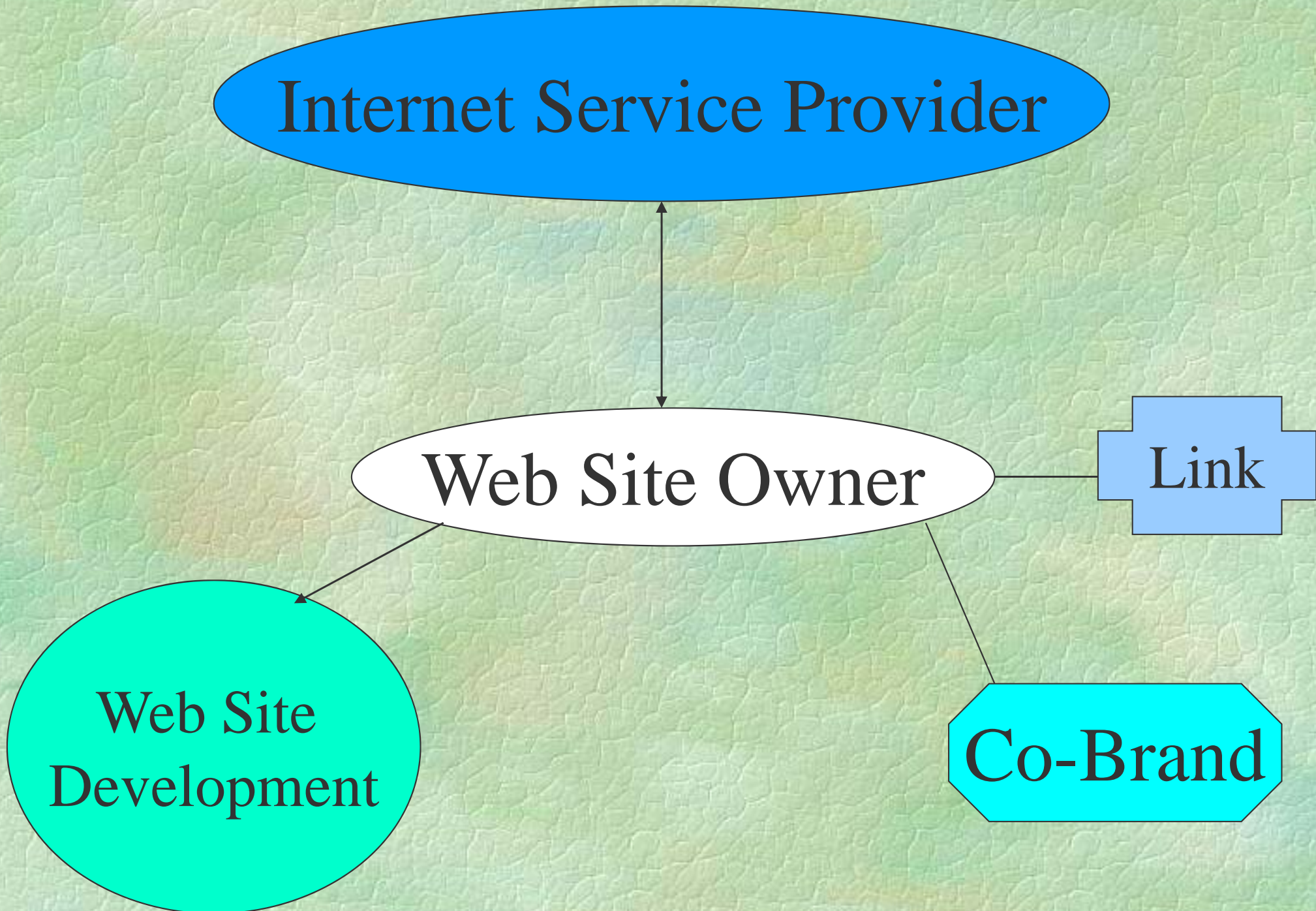
Internet Service Provider

Web Site Owner

Link

**Web Site
Development**

Co-Brand



Internet Service Provider

Web Site Owner

Link

Subscribers

Co-Brand

**Web Site
Development**

Internet Service Provider

Web Site Owner

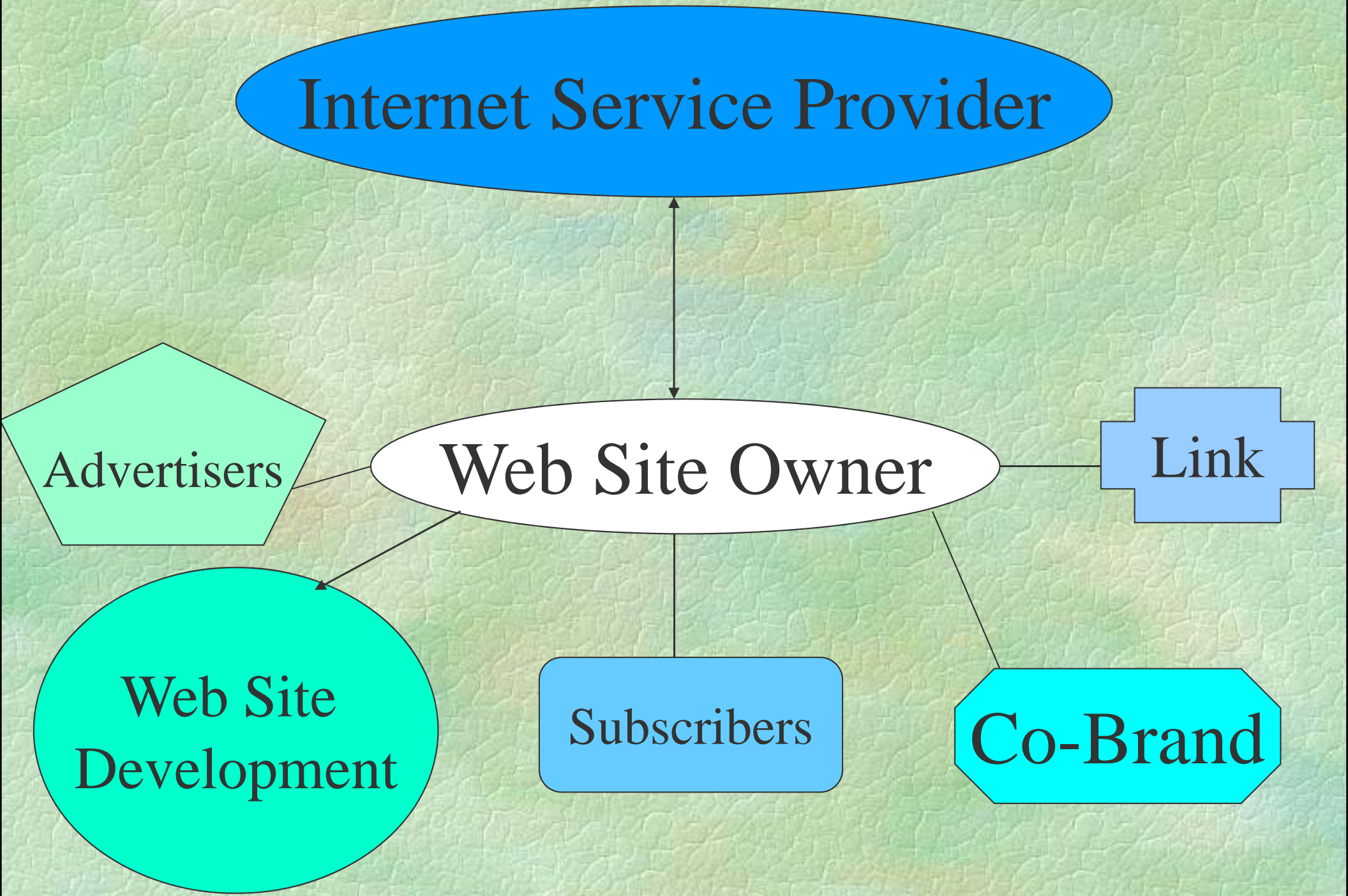
Advertisers

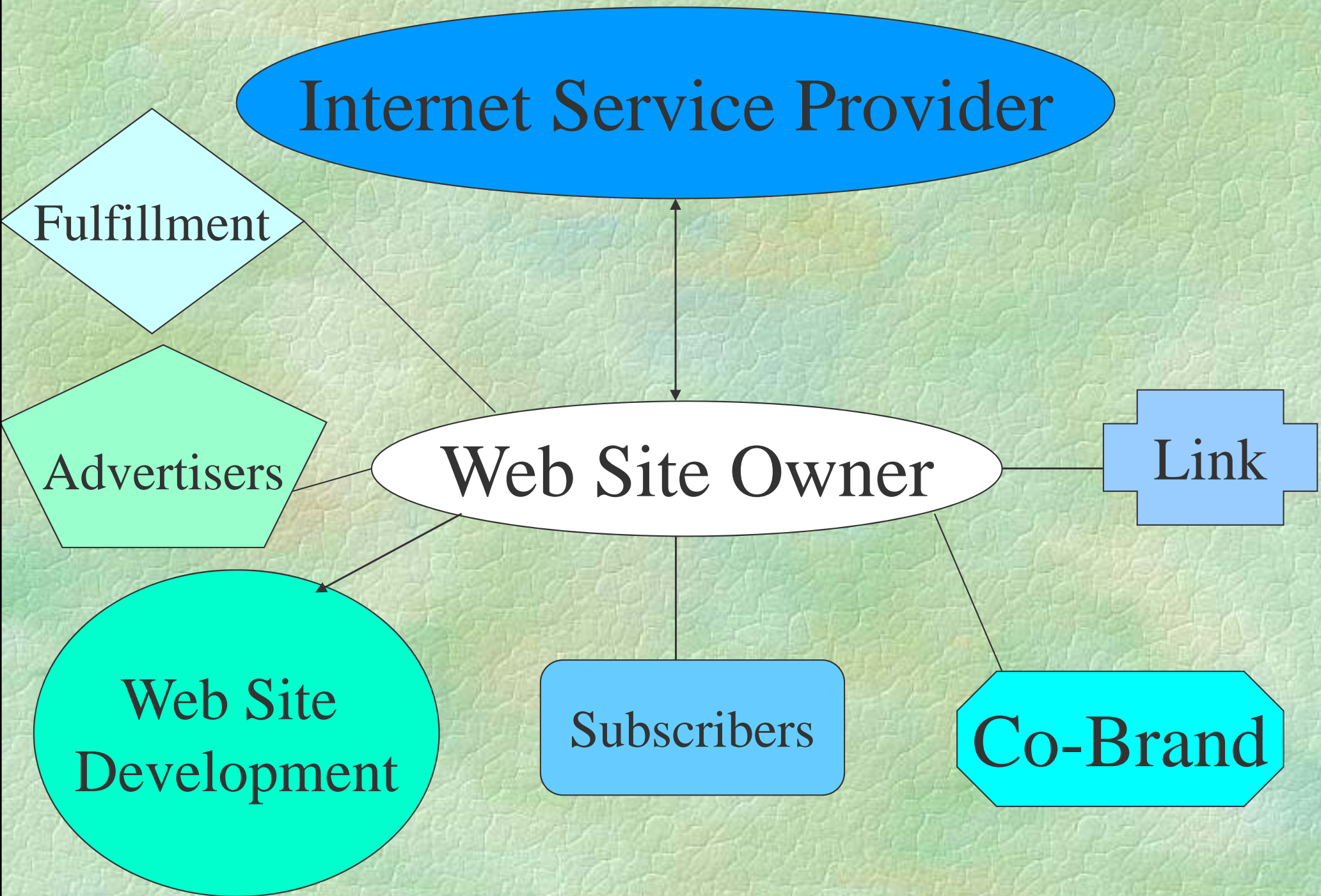
Link

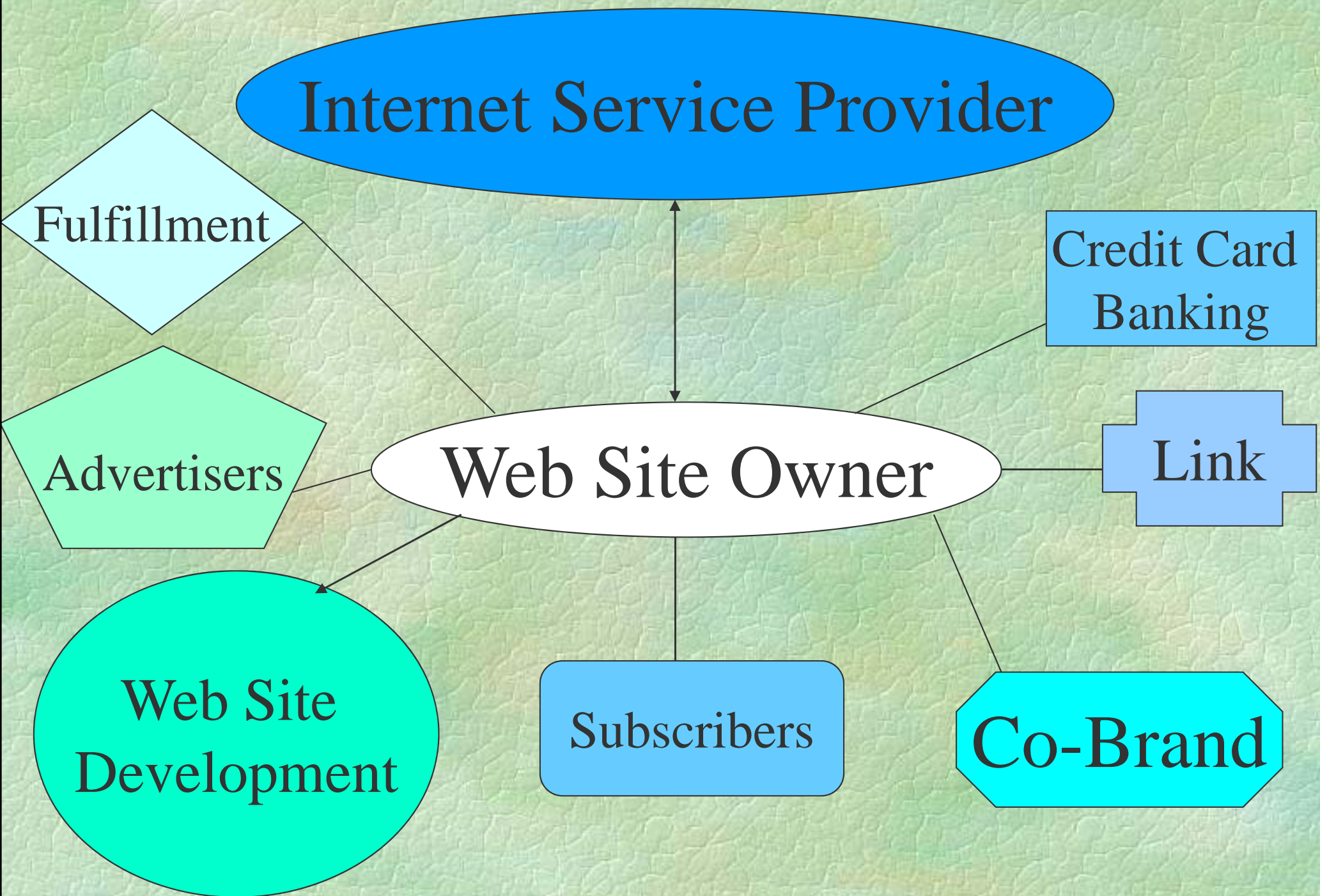
**Web Site
Development**

Subscribers

Co-Brand







Internet Related Agreements

- I. Internet Service Provider Agreements
- II. Web Site Hosting Agreements
- III. Linking and Co-Branding Agreements
- IV. Web Site Subscription Agreements
- V. Professional Services Agreements

Internet Related Agreements

Internet Service Provider Agreements

- A Term
- B Technical Specifications
- C Backup Availability
- D Content
- E Security
- F Indecency
- G Spamming

Internet Related Agreements

Web Site Hosting Agreements

A Availability; Exceptions

B Storage and Security

C Acceptable Use

D Warranties; Disclaimer

E Specifications (Exhibit A)

Internet Related Agreements

Linking and Co-Branding Agreements

- A. Business Relationship
- B. Purchase of Goods and Services
- C. Commissions
- D. Icon size
- E. Top Level Display
- F. Auditing
- G. Advertising
- H. Obscenity

Internet Related Agreements

Web Site Subscription Agreements

I. Examples

II. Subscription Options

III. Legal Issues

Internet Related Agreements

Web Site Subscription Agreements

I. Examples

- A Newspapers
- B Financial/Investment Information
- C Customer Community
- D Catalogue
- E Other

Internet Related Agreements

Web Site Subscription Agreements

II. Subscription Options

- A Access to site
- B Fee to print articles or information
- C Directory listing of subscribers
- D Develop subscriber's Web Site
- E Develop and host subscriber's Web Site
- F Hyperlink of subscriber's Web Site to host site

Internet Related Agreements

Web Site Subscription Agreements

III. Legal Issues

- A Confidentiality
- B Spamming
- C Downtime
- D Inaccuracies
- E Privacy; cookies
- F Framing
- G Public access
- H Compensation
- I Exclusivity

Professional Services Agreements

Standard Terms

1 Statements of Work (SOW)

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel
- 6 Warranties and Disclaimers of Warranties

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel
- 6 Warranties and Disclaimers of Warranties
- 7 Subcontractors (Separate Professional Services Agreement)

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel
- 6 Warranties and Disclaimers of Warranties
- 7 Subcontractors (Separate Professional Services Agreement)
- 8 Intellectual Property Rights (“Works Made for Hire”)

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel
- 6 Warranties and Disclaimers of Warranties
- 7 Subcontractors (Separate Professional Services Agreement)
- 8 Intellectual Property Rights (“Works Made for Hire”)
- 9 Confidentiality

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel
- 6 Warranties and Disclaimers of Warranties
- 7 Subcontractors (Separate Professional Services Agreement)
- 8 Intellectual Property Rights (“Works Made for Hire”)
- 9 Confidentiality
- 10 Non-Solicitation

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel
- 6 Warranties and Disclaimers of Warranties
- 7 Subcontractors (Separate Professional Services Agreement)
- 8 Intellectual Property Rights (“Works Made for Hire”)
- 9 Confidentiality
- 10 Non-Solicitation
- 11 Payment (Expenses)

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel
- 6 Warranties and Disclaimers of Warranties
- 7 Subcontractors (Separate Professional Services Agreement)
- 8 Intellectual Property Rights (“Works Made for Hire”)
- 9 Confidentiality
- 10 Non-Solicitation
- 11 Payment (Expenses)
- 12 Term and Termination
 - For Convenience, i.e. without cause
 - Multiple SOW's

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel
- 6 Warranties and Disclaimers of Warranties
- 7 Subcontractors (Separate Professional Services Agreement)
- 8 Intellectual Property Rights ("Works Made for Hire")
- 9 Confidentiality
- 10 Non-Solicitation
- 11 Payment (Expenses)
- 12 Term and Termination
 - For Convenience, i.e. without cause
 - Multiple SOW's
- 13 Insurance

Professional Services Agreements

Standard Terms

- 1 Statements of Work (SOW)
- 2 Exclusivity
- 3 Deliverables
- 4 Modification to SOW's
- 5 Replacement of Personnel
- 6 Warranties and Disclaimers of Warranties
- 7 Subcontractors (Separate Professional Services Agreement)
- 8 Intellectual Property Rights ("Works Made for Hire")
- 9 Confidentiality
- 10 Non-Solicitation
- 11 Payment (Expenses)
- 12 Term and Termination
 - For Convenience, i.e. without cause
 - Multiple SOW's
- 13 Insurance
- 14 Indemnities; Limits on Liability