



SBC warrants that the functionality contained in the project will meet CLIENT PARTY requirements and that the operation will be reasonably error-free.

The entire risk as to the quality and performance of the project is with Client Party. In no event will SBC be liable to Client Party or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation or inability to operate the website, even if SBC has been advised of the possibility of such damages.

If any provision of any agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the single particular agreement and shall not affect the validity and enforceability of any remaining provisions of any remaining and other agreements.

Client Party represents to SBC and unconditionally guarantees that any elements furnished to SBC for inclusion in the project are owned by Client Party, or that Client Party has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend SBC and its subcontractors from any claim or suit arising from the use of such elements furnished by Client Party.

SBC guarantees that all aspects of design and construction of the project will be disclosed to Client Party upon completion and the ownership will be the sole property of Client Party. SBC retains the right to display graphics and other design elements as examples of its work in its portfolio.

The agreement contained in this Contract constitutes the sole agreement between SBC and Client Party regarding the project. Any additional work not specified in SBC's contract must be authorized by a written change order. All prices specified in SBC's contract will be honored for the mentioned time period of the contract(s) after both parties sign SBC's contract. Continued services after that time will require a new agreement