HC Web Labs

Heather Cooper — Web Design & Development

MASTER SERVICE AGREEMENT (MSA)

The legal foundation for our working relationship.

Effective Date: _____

Agreement No.: _____

1. Parties

This Master Service Agreement ("Agreement" or "MSA") is entered into by HC Web Labs, a sole proprietorship owned and operated by Heather Cooper providing custom web development and digital interface design services, with Heather Cooper serving as principal web developer ("HC Web Labs" or "HCWL"), and the Client identified below ("Client"). HC Web Labs and Client are each a "Party" and together the "Parties."

HC Web Labs — HC Web Labs, Anderson County, Tennessee, webmaster@heather-cooper.com, (865) 356-3769

Client Name: _____

Business Name: _____

Client Address: _____

Email: _____

Phone: _____

2. Definitions

2.1 "Services." The web design, development, and technical services HC Web Labs performs for Client under an SOW — regardless of whether the project begins from a blank canvas or an existing website, hosting account, or content platform.

2.2 "SOW." A Statement of Work (also "Exhibit A") — a project-specific document signed by both Parties that defines the engagement type, scope, deliverables, fees, payment terms, and timeline for a particular project under this Agreement.

2.3 "Change Order." A written amendment to an active SOW that adds, removes, or modifies scope, fees, or timeline, signed by both Parties.

2.4 "Deliverables." The final website, fix, or associated files specifically created or modified by HC Web Labs for Client under an SOW.

2.5 "Background IP." All materials, code, and know-how HC Web Labs owns or develops independently of any single project — including its reusable frameworks, CSS architecture and design-token systems, layout and component libraries, code snippets, boilerplate, build tooling, and diagnostic methods.

2.6 "Acceptance." Client's written approval of a deliverable, phase, or completed fix — or deemed approval where Client does not provide written feedback within the applicable review window.

2.7 "WMSA." The HC Web Labs Webmaster Services Agreement — a separate, optional month-to-month agreement for ongoing website maintenance and support after launch.

2.8 "Existing Environment." Any website, hosting account, domain, content management system, or page-builder platform the Client already has in place at the time an SOW is signed, regardless of who built it or what technology it uses.

3. Purpose, Structure & Order of Precedence

3.1 Purpose. This Agreement governs the overall relationship between the Parties for web design, development, and related technical services. It is signed once and applies to all projects. The specific work for each project — and whether that project starts fresh or works within an Existing Environment — is described in a separate SOW that incorporates this Agreement by reference.

3.2 Incorporation. Each SOW and Change Order is incorporated into and governed by this Agreement. Together they form a single agreement between the Parties; an SOW or Change Order is not a separate or standalone contract.

3.3 Order of Precedence. This Agreement controls all general legal terms. Each SOW controls the project-specific engagement type, scope, deliverables, fees, and timeline for its project. If a direct conflict arises, the SOW governs as to those items, and this Agreement governs as to all other terms. A Change Order controls over the SOW it amends, but does not modify the general legal terms of this Agreement unless it expressly says so and is signed by both Parties.

4. Services Provided

4.1 Core Services — Any Starting Point. HC Web Labs provides web design, development, and technical services to Client regardless of where the Client's website currently stands. Each engagement falls into one or more of the following categories, as defined in the SOW:

- **New Build** — a website designed and custom-coded from a blank canvas.
- **Redesign & Existing-Environment Work** — rebuilding, restyling, or extending a site within its current hosting account or content platform, whatever that platform may be. This category typically opens with an audit to accurately define scope before final pricing.
- **Debugging & Optimization** — diagnosing and resolving errors, and improving the performance, accessibility, or responsiveness of an existing site. Billed hourly per Section 8.5 below.
- **Ongoing Care (Webmaster)** — maintenance, monitoring, security checks, and minor updates after launch, available under the WMSA.

No category requires Client to abandon an existing investment in hosting, a platform, or prior work in order to engage HC Web Labs.

4.2 Engagement Factors. The price, timeline, and scope of every project are built from three factors, defined together in the SOW:

- **Scope of Work** — the specific deliverables being built, redesigned, fixed, or improved.

- **Starting Point** — whether the project begins from Client's Existing Environment or a blank canvas. Existing-Environment work is scoped by the audit described in Section 4.1 before pricing is finalized.
- **Client Participation** — how promptly Client supplies materials, credentials, and consolidated feedback. Because price and timeline are calculated against the agreed scope, delays in Client participation extend the timeline under Section 9 and may require a revised SOW if the delay materially changes the scope.

4.3 Technical Standards. Regardless of category, HC Web Labs builds and maintains code using semantic HTML5; mobile-first, responsive CSS3 with fluid, scaling typography; JavaScript (ES6+); and PHP where applicable. Standard practices include WCAG 2.2 Level AA accessibility conformance, performance optimization, cross-browser and operating-system compatibility with fallback support, and security hardening consistent with the OWASP Top 10. Where work occurs within an Existing Environment, these standards are applied to the fullest extent that environment allows, and any platform-specific limitations are noted in the SOW.

4.4 Support Services During an Engagement. As included in the applicable SOW: technical support, limited branding assistance, and minor content or copy updates provided during an active New Build or Redesign & Existing-Environment Work engagement. Ongoing maintenance after launch is provided only under the WMSA, as described in Section 4.1 above.

4.5 Project Specifics. The exact services, page count, tech stack, and features for any project are defined in its SOW. Anything not listed in the SOW is out of scope.

5. Free Consultation & Pre-Project Review

HC Web Labs provides an initial website review and a first strategic consultation at no cost, for any starting point — including a first look at an Existing Environment to help Client understand what a redesign, fix, or audit might involve. These free sessions are educational and exploratory only. No binding development warranties, performance guarantees, or intellectual-property transfers arise from a free consultation. Any recommendations, findings, or materials HC Web Labs shares during a free session remain the property of HC Web Labs and are provided for Client's evaluation only. A free consultation does not obligate either Party to enter into a project.

6. Independent Contractor Relationship

HC Web Labs is an independent contractor, not an employee, partner, agent, or joint venturer of Client. HC Web Labs controls the manner and means of performing the Services, supplies its own equipment, and is solely responsible for its own taxes, insurance, and benefits. Neither Party has authority to bind the other or incur obligations on the other's behalf.

The Services are performed by HC Web Labs as principal. HC Web Labs does not subcontract core design or development work without Client's prior written consent, and remains fully responsible for any work product and bound by the confidentiality terms of this Agreement.

7. Payment Terms

7.1 Project Cost. The total project cost for each New Build or Redesign & Existing-Environment Work engagement is stated in its SOW as a fixed investment. Debugging & Optimization engagements are billed hourly under Section 8.5 rather than by fixed fee.

7.2 Payment Schedule (Fixed-Fee Engagements). Unless an SOW states otherwise, fixed-fee project fees are invoiced in three milestones: 50% at kickoff (due upon execution of the SOW; work does not begin until received), 25% at midpoint (due upon Client's approval of the design or, for Redesign & Existing-Environment Work engagements, the audit-defined scope), and 25% at launch (due upon final QA approval, before deployment). Client may pay ahead of schedule at any time. Final files, source code, and deployment are released only after all milestone payments have cleared.

7.3 Invoicing. All invoices are issued through Wave and include a secure online payment link; Client does not need a Wave account. Accepted methods are credit card, debit card, bank transfer (ACH), and PayPal. Each milestone or completed hourly engagement is invoiced within forty-eight (48) hours and is due within seven (7) days of the invoice date (Net 7). All payments are processed in U.S. Dollars (USD).

7.4 Taxes. Quoted fees are exclusive of any applicable sales, use, or similar taxes. If any such tax is lawfully owed on the Services, Client is responsible for it.

7.5 Late Payments. A seven (7) day grace period follows each due date, during which HC Web Labs sends a reminder. An invoice not paid within fourteen (14) days of its original due date incurs a one-time $25 late fee, plus interest on the outstanding balance at ten percent (10%) per annum, accruing until paid in full — within the maximum lawful rate for written contracts under Tenn. Code Ann. § 47-14-103. Work is paused on any project with an invoice more than fourteen (14) days past due and resumes within forty-eight (48) hours after payment is received.

7.6 Project Abandonment. A project is deemed abandoned if Client makes no payment or contact for thirty (30) consecutive days, fails to pay an invoice when due after the applicable grace period and reminder, states that Client will not complete payment, or becomes unreachable after three (3) documented contact attempts over fourteen (14) days. Upon abandonment: all completed work remains the property of HC Web Labs, the full remaining balance becomes immediately due, no files or deliverables are released, and HC Web Labs may repurpose components of the completed work, excluding any Client-supplied materials.

7.7 Reinstatement. Client may reinstate an abandoned project by paying all outstanding balances and late fees, a $50 reinstatement fee, and agreeing to a revised timeline at HC Web Labs' discretion.

7.8 Overpayments. HC Web Labs will promptly notify Client of any overpayment and refund the overpaid amount.

7.9 Collections & Enforcement. If an invoice remains unpaid for forty-five (45) days past its original due date, and after at least three (3) documented attempts to resolve the matter directly, HC Web Labs may refer the outstanding balance to a commercial collections agency and pursue small-claims or civil action in Tennessee as provided in the Dispute Resolution and Governing Law sections.

7.10 Third-Party & Ongoing Costs. Quoted project costs do not include domain registration, renewal, privacy protection, hosting fees, or any premium third-party assets Client elects to use. HC Web Labs can recommend providers but is not responsible for these accounts, licenses, or fees.

7.11 Payment Disputes. Payment disputes are handled under the Dispute Resolution section of this Agreement.

8. Revisions, Scope Changes & Hourly Engagements

8.1 Included Revisions. Each fixed-fee project includes the number of revision rounds stated in the applicable SOW; where the SOW is silent, two (2) rounds during the design phase and one (1) round during the development phase. Revisions must be submitted as a single consolidated list per round.

8.2 Review Windows. Client has five (5) business days to review and provide written feedback on each deliverable or phase. If no written feedback is received within five (5) business days, that deliverable or phase is deemed accepted and HC Web Labs proceeds to the next phase.

8.3 Revisions vs. New Features. A “revision” is a change to work already within the agreed scope. A “new feature request” is anything outside the original scope (new pages, new functionality, integrations, or significant redesign after approval).

8.4 Additional Work, Rates & Change Orders. New or out-of-scope work requires a written Change Order executed through BoldSign before work begins. Additional revision rounds beyond those included may be billed at HC Web Labs' standard hourly rate with Client's written approval, without requiring a full Change Order. HC Web Labs' standard hourly rate is **$60/hour**, confirmed in the applicable SOW before any additional work begins; HC Web Labs may adjust this rate over time, and the rate in effect for a project is the one stated in that project's SOW. Rush or expedited requests are billed at the rush rate stated in the applicable SOW. No out-of-scope work begins without Client's written approval.

8.5 Debugging & Optimization Engagements. Where the SOW's engagement type is Debugging & Optimization, the following terms apply in place of Sections 8.1–8.2:

- Work is billed hourly at HC Web Labs' standard rate ($60/hour) or rush rate as stated in the SOW, with a one (1) hour minimum per engagement.
- Upon request, HC Web Labs provides an itemized time-and-cost estimate before work begins, broken down by diagnosis, fix implementation, and retesting. This estimate is a courtesy, consistent with the Courtesy Estimates provision in the applicable SOW, and is not a fixed price unless expressly stated.
- Retesting and verification of the reported issue are included as part of the same billed engagement, not a separate charge — a fix is not considered complete until it has been verified.
- If diagnosis reveals that the issue is broader than the original estimate (for example, it affects significantly more of the site or amounts to a redesign-level change), HC Web Labs pauses and obtains Client's written confirmation, which may be a simple email or text reply, before continuing and accruing further hours.

9. Timeline & Client Responsibilities

9.1 Timeline. HC Web Labs provides an estimated timeline in each SOW. Timelines are good-faith estimates, not guarantees, and may shift if Client delays communication or asset delivery, or requests additional revisions or scope changes, consistent with the Client Participation factor in Section 4.2. A delay caused by Client is not a breach by HC Web Labs, and any HC Web Labs deadlines extend by the length of the Client-caused delay.

9.2 Client Responsibilities. Client agrees to provide required materials, credentials, and approvals on time; review drafts and submit feedback within the review windows; and respond to communications within a reasonable timeframe.

9.3 Single Point of Contact. Client will designate one primary contact authorized to provide direction, feedback, and approvals on Client's behalf.

9.4 Required Materials & Rights. Depending on the engagement type, Client may provide: logo files; brand colors and fonts; website copy and content; photos and images; hosting, domain, or existing-platform credentials; social links; and business information. Client represents that it owns or holds the necessary rights, licenses, and permissions for all materials and, where applicable, all pre-existing site content it provides for use in the project.

9.5 Delays & Pausing. Failure to provide required materials or access may pause the project. A prolonged failure to provide materials or respond may be treated as project abandonment under Section 7.6.

9.6 Communication. HC Web Labs is available by email, phone, or text, and aims to respond within one (1) business day.

9.7 Content Accuracy & Final Approval. Client is responsible for reviewing and approving all final content for accuracy before launch. Client's approval of the soft launch, or sign-off on a completed fix, confirms this review.

10. Intellectual Property & Ownership

10.1 Ownership Before Full Payment. All Deliverables and work product, whether partial or complete, remain the sole and exclusive property of HC Web Labs until HC Web Labs has received all amounts due under the applicable SOW in full.

10.2 Transfer Upon Full Payment. Effective automatically upon HC Web Labs' receipt of all amounts due, HC Web Labs assigns to Client all right, title, and interest in the final Deliverables created specifically for Client — subject to the Background IP license and HC Web Labs' portfolio and attribution rights below.

10.3 Background IP. HC Web Labs retains all right, title, and interest in the Background IP. Upon full payment, HC Web Labs grants Client a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use the Background IP solely as incorporated within the Deliverables.

10.4 Reuse. HC Web Labs may continue to use, adapt, and reuse the Background IP and any general skills, techniques, and non-Client-specific components in other projects without restriction.

10.5 Client's Own Materials. Client retains all right, title, and interest in the logos, content, text, images, and other materials Client provides, including any pre-existing site content in an Existing Environment engagement.

10.6 Third-Party & Open-Source Assets. The Deliverables may include third-party or open-source resources that are licensed, not assigned, and remain subject to their own license terms.

10.7 Portfolio & Promotional Rights. HC Web Labs may display, screenshot, and feature non-confidential images and case studies of completed work in its portfolio and marketing, unless Client opts out in writing in the SOW.

10.8 Credit & Attribution. Unless otherwise agreed in the SOW, Client agrees that HC Web Labs may place a discreet footer credit linking to HC Web Labs' site, for as long as the custom work created by HC Web Labs remains active.

11. Accessibility & ADA Title II Compliance

11.1 Accessibility Standard. Unless the SOW specifies otherwise, HC Web Labs builds custom Deliverables to conform to WCAG 2.2 Level AA (ISO/IEC 40500:2025). Because WCAG 2.2 is backwards-compatible, conformance to it also satisfies WCAG 2.1 Level AA, the technical standard the U.S. Department of Justice adopted under Title II of the Americans with Disabilities Act for state and local government web content in its April 2024 final rule. For Redesign & Existing-Environment Work or Debugging & Optimization engagements, HC Web Labs applies this standard to the code and elements it creates or modifies, to the extent the Existing Environment allows; pre-existing elements outside the agreed scope are not warranted.

11.2 Public-Entity (Government) Clients. Where Client is a State or local government entity, the Deliverables are intended to support Client's ADA Title II obligations. Client remains responsible for overall program accessibility and for third-party content not produced by HC Web Labs.

11.3 Post-Handover Limitation. The accessibility warranty applies to the Deliverables as delivered and accepted. HC Web Labs is not responsible for accessibility barriers introduced after handover, or that pre-existed in an Existing Environment outside the agreed scope.

12. Data Privacy & Regulatory Compliance

12.1 Client Responsibility. Client is solely responsible for ensuring the website complies with applicable data-protection and privacy laws (GDPR, CCPA/CPRA, PIPEDA, and others). HC Web Labs implements technical features to specification but is not a legal privacy advisor.

12.2 Data Collected by the Site. Client is the data controller for information collected through the website.

12.3 Sensitive & Regulated Data. Client will notify HC Web Labs before the project begins if the website will collect or process sensitive or specially regulated data (HIPAA, PCI DSS, COPPA), so the work can be properly scoped and priced.

13. Security & Credential Handling

13.1 Standard of Care. HC Web Labs uses security practices informed by the OWASP Top 10, including secure encrypted credential storage and multi-factor authentication on its own development environments.

13.2 Credential Sharing. Client shares hosting, platform-admin, or other credentials only through secure, encrypted channels — never as plain text by email or SMS — regardless of whether the project is a new build or an Existing Environment engagement.

13.3 Limitation of Security Liability. HC Web Labs is not liable for breaches, malware, or compromises resulting from Client or third-party credential leaks, vulnerabilities in third-party hosting or platform frameworks, or third-party plugins installed without HC Web Labs' oversight — including any such vulnerabilities pre-existing in an Existing Environment before HC Web Labs began work.

13.4 Post-Launch Security. After launch and final delivery, ongoing security is Client's responsibility unless Client engages HC Web Labs under the WMSA.

14. Testing, Launch & Delivery

14.1 Preview & Testing. HC Web Labs tests on the current major versions of major browsers and common devices, with fallback support as scoped.

14.2 Soft Launch & Approval. Where a soft launch occurs, Client must provide written approval before official launch. For a Debugging & Optimization engagement, Client's confirmation that the retested fix resolves the reported issue serves the equivalent function.

14.3 Launch Readiness. Official launch requires Client to have active, paid hosting and a registered domain (or continued access to the existing one) ready to receive the Deliverables.

14.4 Official Launch. Final deployment occurs after final payment clears and Client has approved the soft launch or completed fix.

14.5 File Delivery. Upon completion and final payment, HC Web Labs delivers the final production source files and backups via secure link or direct transfer.

14.6 Post-Handover Credentials. After launch and final payment, HC Web Labs deletes its temporary local copies of Client credentials. Client agrees to change all master passwords and revoke any temporary delegated access within forty-eight (48) hours.

14.7 Final Acceptance. Final acceptance occurs upon the earlier of Client's written approval, or deemed acceptance where Client does not respond within the applicable review window. Acceptance fixes the point at which warranties are measured.

15. Warranty, Maintenance & Ongoing Support

15.1 Warranty. For seven (7) days after launch (up to fourteen (14) for larger projects, as stated in the SOW), HC Web Labs will fix reproducible defects in its original build that Client reports in writing, at no charge. For a Debugging & Optimization engagement, the warranty covers the specific issue billed and fixed, for seven (7) days after sign-off.

15.2 Complimentary Minor Edits. As a courtesy during the same window, HC Web Labs will also make minor content edits at no charge. This is separate from the warranty and does not extend it.

15.3 Warranty Exclusions. The warranty does not cover issues arising from modifications made by Client or third parties after launch, hosting or server problems, third-party services or plugins, or Client-supplied content or pre-existing site issues outside the agreed scope.

15.4 Out-of-Scope & Major Edits. New pages, features, section redesigns, or work exceeding one hour are billed separately as a Change Order or at HC Web Labs' standard hourly rate.

15.5 Ongoing Support After the Window. After the warranty and courtesy window, support is billed at HC Web Labs' standard hourly rate ($60/hour, one-hour minimum), or Client may enroll under the WMSA.

15.6 No Other Warranties. Except as expressly stated in this Agreement, the Deliverables are provided “as is,” and HC Web Labs disclaims all other warranties to the fullest extent permitted by law.

16. Limitation of Liability

16.1 Liability Cap. Except as stated in §16.2, neither Party's total cumulative liability will exceed the total amount actually paid by Client under the applicable SOW or WMSA.

16.2 Exceptions to the Cap. The cap does not apply to indemnification obligations, breach of confidentiality, or gross negligence or willful misconduct.

16.3 Exclusion of Indirect Damages. Except for the matters in §16.2, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or lost profits, revenue, data, or goodwill.

16.4 No Results Guarantee. HC Web Labs does not guarantee specific search-engine rankings, traffic, lead volume, sales, or revenue.

16.5 Excluded Causes. HC Web Labs is not liable for hosting outages, third-party services, Client-side edits that cause breakage, security breaches, malware, data loss, or delays caused by Client — including any pre-existing condition of an Existing Environment.

16.6 Backups. After delivery, Client is responsible for maintaining regular backups.

16.7 Time Limit for Claims. Any claim must be brought within twelve (12) months after it arises, except for matters in §16.2.

17. Indemnification

17.1 By Client. Client will indemnify, defend, and hold harmless HC Web Labs from third-party claims arising from materials or content Client provides, Client's business, Client's modifications after handover, pre-existing issues in an Existing Environment not introduced by HC Web Labs, or Client's violation of law or third-party rights.

17.2 By HC Web Labs. HC Web Labs will indemnify Client against third-party claims that the original code HC Web Labs created infringes a U.S. copyright or intellectual-property right, excluding claims arising from Client-supplied materials, pre-existing Existing Environment code, third-party assets, or modifications not made by HC Web Labs. This obligation is subject to the Limitation of Liability section.

17.3 Indemnification Procedure. A Party seeking indemnification will: (a) promptly notify the other Party in writing of the claim; (b) allow the indemnifying Party to control the defense and settlement, using counsel of its choice; and (c) reasonably cooperate at the indemnifying Party's expense. The indemnifying Party may not settle a claim in a way that admits fault by, imposes any obligation on, or requires payment from the other Party without that Party's prior written consent. Delay in notice relieves the indemnifying Party only to the extent it is actually prejudiced by the delay.

18. Confidentiality

18.1 Confidential Information & Obligation. Each Party may receive private information from the other, including login and platform-admin credentials, business strategies, and pricing (“Confidential Information”). The receiving Party will use it only to perform this engagement, protect it with reasonable care, and not disclose it except to those bound by similar obligations.

18.2 Duration. These obligations continue for two (2) years after completion or termination for general Confidential Information; trade secrets, credentials, and personal data remain protected as long as applicable law protects them.

18.3 Exclusions. Confidential Information does not include information that is or becomes public, was already known, is independently developed, or is rightfully received from a third party.

18.4 Required Disclosure. A Party may disclose Confidential Information where required by law, giving prompt notice where legally permitted.

18.5 Return or Destruction. On termination or written request, each Party will return or destroy the other's Confidential Information, except copies required by law or routine backups.

19. Cancellation, Pause & Unforeseen Circumstances

19.1 Client Cancellation. Client may cancel with written notice. On cancellation, the deposit is non-refundable, and Client owes the deposit plus the value of all work completed to date — measured by the milestones reached or a fair percentage of the flat project fee, whichever the applicable SOW provides — less amounts already paid. If Client has prepaid beyond that amount, HC Web Labs refunds the difference for work not yet completed.

19.2 HC Web Labs Cancellation. If HC Web Labs must cancel, HC Web Labs retains payment for work completed and refunds any prepaid amount for work not yet completed.

19.3 Pause Option. Either Party may pause the project for up to thirty (30) days with written notice; the timeline extends accordingly.

19.4 Force Majeure. Neither Party is liable for delay caused by events beyond its reasonable control.

19.5 Serious Personal Circumstances. Either Party may pause or cancel without penalty due to a serious personal circumstance, working together in good faith to settle payment fairly for work completed.

20. Term & Termination

20.1 Term. This Agreement takes effect on the Effective Date and continues until terminated. It governs all SOWs entered into during its term.

20.2 Relationship of MSA and SOWs. The MSA and individual SOWs are terminated separately.

20.3 Termination for Convenience. Either Party may terminate this Agreement for convenience with written notice when no SOW is active.

20.4 Termination for Cause. Either Party may terminate immediately for uncured material breach after fifteen (15) days' written notice.

20.5 Survival. Intellectual Property, accrued payment obligations, Confidentiality, Limitation of Liability, Indemnification, Dispute Resolution, and Governing Law survive termination.

21. Assignment & Successors

Neither Party may assign this Agreement without the other's prior written consent, except HC Web Labs may assign it to a successor or affiliated entity upon written notice.

22. Dispute Resolution

22.1 Good-Faith Discussion. The Parties will first attempt to resolve any dispute through direct communication within fourteen (14) days of written notice.

22.2 Mediation. If unresolved, the Parties will seek mediation through a mutually agreed mediator, sharing costs equally.

22.3 Litigation. If mediation fails or does not apply, either Party may pursue resolution in the appropriate Tennessee court.

22.4 Direct Access to Court. Either Party may proceed directly to court to collect amounts owed and not in good-faith dispute, or to seek injunctive relief protecting IP or Confidential Information.

22.5 Attorney's Fees. In any legal proceeding, the prevailing Party may recover reasonable attorney's fees and court costs.

23. Governing Law & Venue

This Agreement is governed by the laws of the State of Tennessee. Any mediation or legal action will be brought in the state courts of Anderson County, Tennessee, or the federal courts for the Eastern District of Tennessee.

24. General Provisions

24.1 Severability. Invalid provisions are modified to the minimum extent necessary; remaining provisions stay in force.

24.2 Entire Agreement. This Agreement, with all executed SOWs and Change Orders, is the entire understanding between the Parties.

24.3 Amendment. No modification is binding unless in writing and signed by both Parties.

24.4 Waiver. Failure to enforce a provision is not a waiver of the right to enforce it later.

24.5 Notices. Routine notices are given by email; formal notices require confirmed receipt.

24.6 No Partnership or Agency. The Parties are independent contractors.

24.7 Counterparts & Electronic Copies. This Agreement may be executed electronically through BoldSign.

24.8 Headings. Section headings are for convenience only.

24.9 Independent Legal Advice. Each Party has had the opportunity to seek independent legal counsel; this Agreement will not be construed against either Party as the drafter.

25. Electronic Signatures

The Parties may execute this Agreement, SOWs, and Change Orders electronically using BoldSign, in accordance with the federal ESIGN Act and the Tennessee Uniform Electronic Transactions Act. Each Party consents to transact electronically.

26. Acceptance & Signatures

By signing below, each Party confirms it has read, understood, and agreed to this Agreement in full.

HC Web Labs

By: _____ Name: Heather Cooper
Title: Owner Date: _____

Client

By: _____ Name: _____
Title: _____ On behalf of: _____
Date: _____

The initial Statement of Work (Exhibit A) is attached to and incorporated into this Agreement.