



**WEBSITE AND SMARTPHONE APPLICATION DEVELOPMENT AGREEMENT**

Welcome to Great Web Ventures, LLC! By using our Services, you hereby agree to abide by all terms and conditions of this Agreement. Any Client questions regarding Agreement should be directed to Rahil Vora (CEO), an authorized representative of Contractor. Please read this Agreement carefully, initial the bottom left corner of each page, clearly sign in full on the last page as indicated, and **initial each page**. Thank you for choosing Great Web Ventures, LLC!

This Online website and Smartphone application development Agreement (the "Agreement"), is entered into by and between Great Web Ventures, LLC., whose address is 10231 SE 237<sup>th</sup> St., City of Kent, County of King, State of Washington or its assignee (hereafter referred to as the "Contractor"), and undersigned client (the "Client") for the purpose of identifying the terms and conditions under which the Contractor agrees to provide to Client, within an internet domain which will be provided by and hosted by the Client, based upon a website and app idea provided by the Client ("Template"), certain website and Smartphone application development services (collectively, the "Services") including the following:

1. Developing (1) an iPhone and Android Application for \_\_\_\_\_ featuring \_\_\_\_\_, (2) Features such as \_\_\_\_\_ (see Appendix A), and (3) an website that coincides with the apps, and (4) A Webpanel for the Administration of the App, and (5) 100% ownership (white-label) for software scripts, and iphone/android source code
2. Website application utilizes technologies such as: PHP, JavaScript, MySQL, HTML, jQuery, CSS, etc.
3. Apps will utilize technologies such as Objective-C, Cordova, PhoneGap, Xcode, JavaScript, Node.js, Ruby, HTML, CSS, etc.
4. Six (6) months of Support and Training ("Standard Support") to include changes to design, navigation, troubleshooting/repair, re-publishing on the app stores (if needed), and full tutorial of App administration and use.

**Length of Term, Services & Pricing**

1. Project Based Fee. \_\_\_\_\_ installments. After down payment, Client shall be invoiced for each milestone installment then the balance upon completion of applications and website. Payments from Client to Contractor shall be received via cash or check payable to Rahil Vora.
2. Development of Website & Apps shall be completed in (60) days or sooner of signed Agreement under contractor status.
3. Standard Support and Training shall begin upon completion of Website and apps.
4. Standard Support and Training will be provided at no charge to the Client.
5. Website Development, iphone and Android App Development pricing shall include (\_\_\_\_\_ payments):
  - (a) \_\_\_\_\_ U.S. dollars (\$\_\_\_\_\_ ) from start.
  - (b) \_\_\_\_\_ U.S. dollars (\$\_\_\_\_\_ ) after 20 days.
  - (c) \_\_\_\_\_ U.S. dollars (\$\_\_\_\_\_ ) after 40 days.
  - (d) \_\_\_\_\_ U.S. dollars (\$\_\_\_\_\_ ) satisfaction testing and launch.
  - (e) \_\_\_\_\_ p/year management/hosting/license fees
  - (f) Client is responsible for licenses such as iOS Developer's License, Google Play license, etc.
  - (g) (Optional) \_\_\_\_\_ per month ScrumMaster fee
  - (h) Pricing for any additional products or services provided by Contractor (but not specified here) shall be determined by Contractor.

**Liability, Damages & Compliance**

1. Contractor shall not be liable for any consequential damages, costs, or expenses associated with lost sales, damage to Client's business reputation, or legal actions, judgments, or remedies resulting from loss of access to Apps or Website due to equipment or programming failures; acts of God; electrical shortages; any failure of the hardware or communications. Contractor not liable for being late if Client fails to provide essential content such as copywriting, extensions, licenses, images, prices, content, etc to publish on website and app.
2. Client represents and warrants to Contractor that it has & shall continue to comply with any and all Federal, State, County, City & local laws, rules regulations and ordinances governing or concerning Client's business, Services and the operation of Website. Client's right to use Services is not transferable & is subject to any limits established by Contractor.
3. Except as otherwise expressly set forth in this Agreement, Client and Contractor acknowledge that neither party has made, or relied on, any representations or warranties to or from each other including: (a) the marketing effectiveness of Services or Website, or (b) the liability for or the payment of any consequential damages resulting from the breach or non-performance of Agreement by Contractor.

\_\_\_\_\_  
Contractor Initials      Client Initials

Great Web Ventures, LLC  
10231 SE 237<sup>th</sup> St., Kent, WA 98031



**Client Data**

1. Project Management and technical report writing will be provided to Client along with live demo URLs, screenshots, videocast, simulation software such as Bluestacks and Test Flight that reflect progress. Product support is given for extra 6 months after deployment at no charge to Client. Thereafter, Client must be prepared to administer the website and apps for the long-term.
2. Client agrees to allow access to hosting and merchant accounts relevant for providing Services (i.e. developing website and apps).
3. In compliance with Contractor’s internal Computer & Technology Security Policy, any sensitive Client data (not intended for advertisement by Client) shall be protected as private and confidential within reason by Contractor, and will not be sold to or given to a third party without an order of a court with jurisdiction in King County, Washington, unless instructed by Client or an employee or agent of Client. Such data will include any computer login information, connection settings or merchant data.

**Credit & Refund Policy**

1. Contractor shall not credit or refund Client for developing websites or apps containing errors, but will troubleshoot and repair technical Website issues during the Standard Website Support period as indicated in this Agreement. Failure of Client to remit payment for any milestone will result in termination of contract with no liability or consequence to either party and no refunds. There are no credits, refunds, replacements or substitutions of websites or apps cancelled by Client once the Website/app development has been started. No refunds will be given if project is terminated by either party.

**Privacy, Jurisdiction, Amendments & Rights**

1. Agreement is made with reference to and shall be governed by, the laws of the County of King in the State of Washington.
2. Contractor reserves the right to use third-party software licenses and employ a programming team under Contractor's sole discretion.
3. Agreement constitutes the entire Agreement. There are currently no representatives, warranties, understandings or agreements other than expressly set forth herein. Agreement does not authorize either party to act on other party’s behalf, nor shall be construed as forming a partnership or joint venture between parties. Services are subject to availability.

IN WITNESS WHERE, this Agreement was executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2020. Signatures by authorized employees of both parties confirm understanding of this Agreement, and agreement to all Terms and Conditions herein. **Please sign and initial each page.**

Party	Representative Name	Signature	Title	Business Name	Date
“Contractor”					
“Client”					