



WEB DESIGNING/DEVELOPMENT AGREEMENT

It is our intent to serve our Clients to the best of our ability. One way we do this is by having a simple, yet clear agreement between Aretha Techno Solutions and the Client.

This **WEB DESIGNING/DEVELOPMENT AGREEMENT** (this "Agreement") is entered into on this DDth day of MMM, YYYY ("Effective Date") between **ARETHA TECHNO SOLUTIONS** and **(the "CLIENT")** located at (address), make the following agreement, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. Purpose and Authorization: The Client is engaging Aretha Techno Solutions, for the purpose of developing and/or improving a website to be installed on the Client's web space on a web hosting service computer. The Client authorizes Aretha Techno Solutions to access this account, and authorize the web hosting service to provide Aretha Techno Solutions with "write permission" for the Client's web space.

2. Website Content: The Client agrees to provide Aretha Techno Solutions ALL content for the website such as text, images, video and sound in an electronic format. All content is to be arranged by each web page as listed in the section 10 "Estimated Costs". Client understands that Aretha Techno Solutions may choose not begin to customize the website until all content is received. If the Client does not supply Aretha Techno Solutions complete text and graphics content for all web pages contracted by the Completion Date as listed in Section 13 of the Agreement, the entire amount of the Agreement become due and payable.

3. Designated Client Representative: To ensure effective communication and an efficient design process between the Client and Aretha Techno Solutions, the Client agrees to designate a single representative to work directly with Aretha Techno Solutions. The representative will ensure ALL content has reached final approval within their organization before submitting the finalized content to Aretha Techno Solutions.

DESIGNATED CLIENT REPRESENTATIVE INFORMATION

Name:

Phone:

Email:

Changes made to content that has already been submitted by the representative may result in additional charges starts at a minimum rate of Rupees 300* per hour.

4. Web Hosting: The Client understands that any web hosting services require a separate contract with a web hosting service. The Client agrees to select a web hosting service which allows Aretha Techno Solutions full access to the website. The Client understands that certain features may need to be activated and/or purchased from the web hosting service in order for the web site to function properly. Aretha Techno Solutions will work with Client to ensure the correct hosting features are installed on the hosting server. If needed, Aretha Techno





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Solutions can also provide a list of web host providers who support the technology required for the Client's website.

5. Website Maintenance: The Client understands that once the website is completed and installed to the Client web space the Client takes on the responsibility of maintaining all aspects the site, such as text, images, video and sound files. Aretha Techno Solutions will provide a list of Content Management System (CMS) which will assist the Client in maintaining the site. The Client is responsible for the cost of the CMS. Aretha Techno Solutions will make changes to the site per the Client request which will be billed at the rate of actual cost decided by the Aretha Techno Solution.

6. Assignment of Project: Aretha Techno Solutions reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

7. Legal Stuff: Aretha Techno Solutions does not warrant that the functions contained in the website will be uninterrupted or error-free. In no event will Aretha Techno Solutions be liable to the Client or any third party for any damages, including any lost profits, lost saving or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

8. Copyrights and Trademarks: The Client represents to Aretha Techno Solutions and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Aretha Techno Solutions for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Aretha Techno Solutions and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

9. Copyright to Web Pages: Aretha Techno Solutions through an agreement has been provided the use of a 3rd party website template. The template may be used by Aretha Techno Solutions to build a website for the Client. These templates owned by the 3rd party provider and the Client agrees they may not put them on a diskette, CD, website or any other medium and offer them for redistribution or resale. Upon final payment of this contract, the Client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, source files, and computer programs are specifically not transferred to Client, and remain the property of their respective owners. Aretha Techno Solutions and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

10. Website Pricing & Additional Services and Fees: Aretha Techno Solutions pricing, services and fees are as follows.

Website Pricing: The cost for a site is ₹ XXXXX which includes,

- ✚ A website template from our gallery
- ✚ Up to 5 customized web pages with Client's provided content





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- ✚ Publishing of the final approved site to the Client's web space or CD/DVD ROM.
- ✚ Temporary and secured web space on www.web.arethain.in where Client can follow the progress of the work during the customization phase.
- ✚ Unlimited E-mail support with the developer during customization phase

Additional Services and Fees

- ✚ **Web Template selected outside our gallery:** Actual cost of template from 3rd party provider. Typically depend on the requirements per template.
- ✚ **Additional Web Pages:** Starts from ₹ 500* per page. This is for each page over to the allotted 5 which are include in the cost of website.
- ✚ **Other Services and Fees:** The Client and Aretha Techno Solutions agree to provide additional services in relation to the website. The cost for additional services will be agreed upon in advance between the Clients and Aretha Techno Solutions.
- ✚ **Web Site Maintenance Cost (Optional Add-ons):** Starts from ₹ 3500*/year for maintenance of domain and server cost.
- ✚ **Business E-mail (On requirements):** Starts from ₹ 49*/month

11. Estimated Costs: Fees to Aretha Techno Solutions are due and payable on the following schedule:

- ✚ ₹ XXXXX of the estimated cost upon signing of this Agreement.
- ✚ Remaining balance due once template is completed with the content provided from the Client.

ESTIMATED WEB SITE COST WORKSHEET			
DESCRIPTIONS	QTY	RATE	AMOUNT
Web Designing/Development Cost (Domain + Server (XXX Space, XXX Transfer))	XX	XXXXX	₹ XXXXXX (incl. of tax 15%)
Business E-mail (email lists)	XX	Free	Free
Total Estimated Cost			₹ XXXXXX
(non-refundable) Deposit Due at Signing			₹ XXXXXX
Estimated Balance Due at Completion			₹ XXXXXX

12. Initial Payment, Final Payment and Cancellation: The Estimate Cost of this agreement is ₹ XXXXXX. This agreement begins with an initial non-refundable deposit payment of ₹ XXXXXX. At the completion of the site Aretha Techno Solutions will provide the Client with a final billing of the actual cost for the site. Payment must be received in full before the web site is published to the Client's web space. If the Client halts work and applies by registered letter for a cancellation within 30 days of the Effective Date to Aretha Techno Solutions, #31/1, 9th Cross, Magadi Road, Bengaluru – 560023, Contact 9538861511/2/3 or info@arethain.in, The Client will provide with a final billing within 10 day of cancellation. Any work completed up to the cancellation date





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will be billed to the Client. The Client is responsible to pay for any work completed which is not covered by the initial deposit.

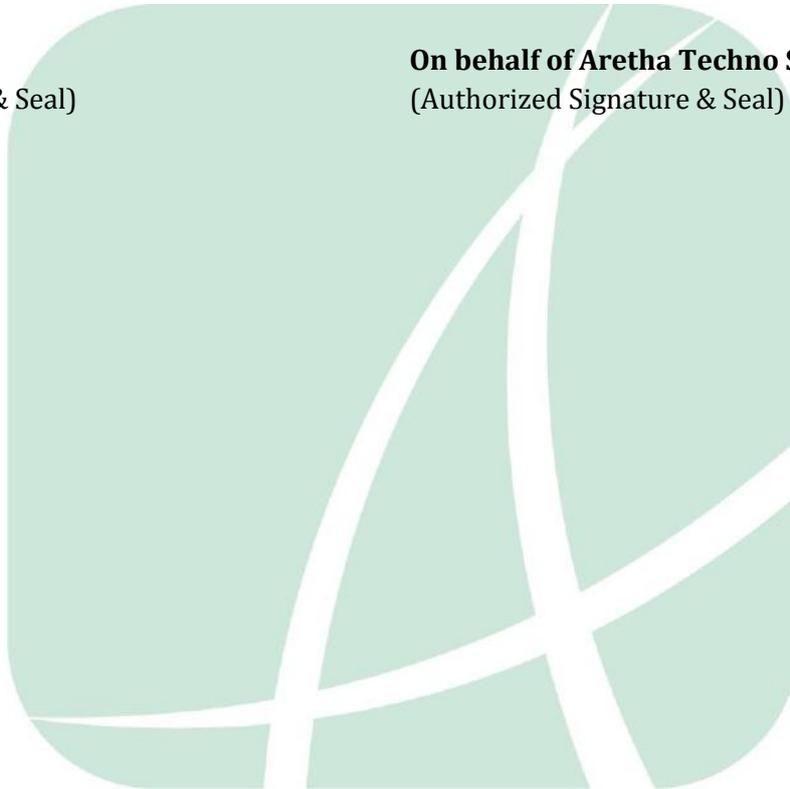
13. Completion Date: Aretha Techno Solutions and the Client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than APRIL 10, 2016.

The duration of this agreement is from **DDth MMM YYYY** until cancellation.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of CLIENT
(Authorized Signature & Seal)

On behalf of Aretha Techno Solutions
(Authorized Signature & Seal)



Witnesses:

1.

2.

Note:

* indicates prices are not inclusive of tax and subject to change as per the requirement of additional emails and/or extra features and/ or domain/server and/ or additional design costs.

Make a reasonable number of revisions to the design, layout, colors etc, until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions. Additional revisions or design work outside the scope of project will be charged separately.

