**WEBSITE DEVELOPMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

**DECODING ADA TECH SOLUTIONS,** a team of dedicated software developers located at 2nd Floor, SM boarding house, Purok 3C Liboon, Ampayon, Butuan City. Presented by, **JHON PAUL A. QUIÑAL, JOEMAR M. RODRIGO** and hereinafter referred to as "**DEVELOPERS**";

and

**KULTURE REVIVAL EVENTS CORE** a lending company represented by **MR. SAI,** president of the said corporation with office address at Blk 3 Lot 18., North Town Subdivision Libertad, Butuan City, hereinafter referred to as the "**CUSTOMER**".

**WITNESSETH:**

**WHEREAS, DECODING ADA TECH SOLUTIONS TEAM,** dedicated software developers which provides the software for **KULTURE REVIVAL EVENTS CORE**.

**WHEREAS, KULTURE REVIVAL EVENTS CORE,** has signified its interest to agree, recompense and implement the software for their company.

**NOW, THEREFORE,** for and in consideration of the foregoing premises and mutual covenants, representations, and undertakings hereinafter set forth, the parties agree as follows:

# **Objectives**

The purpose of this Software Development Agreement is to specifically (i) identify the scope of services to be provided. (ii) This Agreement will also clearly identify the roles and responsibilities of each party as they relate to providing the consolidated DESCRIPTION OF SERVICES that serves the **DEVELOPERS,** the **CUSTOMER** for the **KULTURAL THEMED WEBSITE**

# **Life of the Agreement**

1. Unless earlier terminated as provided for, herein this agreement shall be in effect upon the signing of this Agreement for a period of 90 working days (*Mondays - Saturdays*) from Date Started + 90 days.
2. In the event of a party's breach of its commitments, covenants, obligations, undertakings under this Agreement, the non-defaulting party may terminate this Agreement by giving a written notice to the defaulting party of such termination which shall take effect five (5) days after receipt of said written notice;
3. The parties hereto may extend or renew this Agreement for such period and under such terms as shall be mutually agreed upon by parties. For this purpose, the parties agree to meet at least five days (5) days prior to the expiration of this Agreement for the purpose of discussing whether such an extension or renewal shall be made.

# **Rights** **and Obligations of the Parties**

1. **DEVELOPERS**
2. Shall provide the website intended for the **CUSTOMER,** the software shall comprise the modules:
   1. Homepage, Portfolio, About Us, Contact Us, Newsfeed
   2. Notification via SMS
   3. Posting of Events for newsfeed.
   4. Hosting Setup
   5. SMS API Setup
   6. Domain Name Setup
3. **CUSTOMER**
4. Shall provide the necessary data such as:
   1. Classified Photo (High Resolution)
   2. Videos
   3. Content per Pages
5. Shall provide the payment for Hosting cost and SMS API cost and the domain name cost.
6. Shall provide a payment of 50,000.00 Php (Fifty Thousand Pesos Only) as stated in the Chapter 4: Terms and Conditions, Section B. Payment of this agreement.
7. Shall give a down payment of 30,000.00 Php (Thirty Thousand Pesos Only) cash upon signing of this agreement.

# **Terms and Conditions**

1. **Software**
2. DEVELOPERS should ensure security and responsiveness of the website.
3. **Payment**
4. The total price of the system is 50,000.00 Php (Fifty Thousand Pesos Only)
5. There shall be a down payment of 30,000.00 Php (Thirty Thousand Pesos Only) upon signing of this agreement.
6. The remaining balance shall be paid after the system has been completed and transferred to the CUSTOMER and has no further changes.
7. In the event that the CUSTOMER will request a modification completely irrelevant or different to what has been agreed, A modification fee of 10,000.00 Php (Ten Thousand Pesos Only) shall be collected per module/changes.
8. **Software Warranty and Maintenance**
9. A warranty of 3 Months upon the transfer of the software shall be given to the CUSTOMER.
10. If the software malfunctions or in any way does not operate according to the specifications within that time, DEVELOPERS shall take necessary steps to fix the issue and ensure the software operates according to the specifications. Warranty services to be provided follows:
    1. Tutorial/Queries
    2. Troubleshooting and Debugging
11. In the event that the CUSTOMER will request for a maintenance another agreement shall be serve.
12. **Acceptance/Revision of Software**
    1. Acceptance shall be made after the website has been tested, passed and approved to the requirements of the CUSTOMER.
    2. Software maybe rejected if it fails to the requirements stated by the CUSTOMER, modifications shall be made free of charge. However, if the CUSTOMER will request a new or a different modification that was not in agreement between both parties shall be subject to a modification as stated in the Chapter 4: Terms and Conditions, Section B. Payment of this agreement.
13. **Non-disclosure –** The parties shall not disclose confidential information to third persons. For purposes of this Agreement, “Confidential Information” means any information that relates to (a) Shares/Payment, (b) Operations, and (c) Accounts
14. **Term –** This Agreement shall remain in effect for a one-year term unless soon terminated or extended by mutual agreement of the parties. Notwithstanding the foregoing, the Receiving Party’s duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.
15. **Remedies –** Both parties reserve the right to initiate legal actions to violations of the confidentiality clause of this Agreement; furthermore, in relation to any other remedies available hereof, whether in law or in equity, such injunctive relief shall be provided. Innocent Party shall have the right to recover its expenses and charges incurred in receiving any such relief, including practical charges for lawyers.

# **Termination of Agreement**

Any Party may terminate this MOA and any related agreement, work plan and budget at any time and for any reason by giving written notice to the other Party which shall take effect five (5) days after receipt of the said notice.

# **General Provisions**

1. **Breach** **of** **contract –** In case of breach of agreement by any party, the innocent party may terminate this agreement by giving due notice to the other party.
2. **Rescission / Breach of Warranty –** In case of misrepresentation, non-performance or violation on the warranties, both parties shall reserve the right to rescind the agreement.
3. **Force** **Majeure –** If, by reason, of force majeure, acts of God strikes, either party shall not be held liable.
4. **Amendments –** The parties hereto, may, upon mutual agreement, amend, alter or modify this Agreement at any time by or through an addendum signed by the parties hereto
5. **Dispute Resolution –** The Parties will commit in good faith to resolve any dispute or claim arising out of or concerning this Agreement through peaceful means between a representative of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably.
6. **Venue of Actions –** Exclusive jurisdiction over and venue of suits arising from this Agreement shall be with the proper courts of the City of Butuan to the exclusion of other courts or tribunals.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this\_\_\_ day of \_\_\_\_\_\_\_\_ 2019 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

By:

**DECODING ADA TECH SOLUTIONS KULTURE REVIVAL EVENTS CORE**

By: By:

JHON PAUL A. QUIÑAL MR. SAI

JOEMAR M. RODRIGO

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Developers President

SIGNED IN THE PRESENCE OF:

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Witness 1 Witness 2

# **ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)**

**City of Butuan )S. S.**

**BEFORE ME**, a Notary Public, for and in the City of \_\_\_BUTUAN\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_ \_, personally appeared:

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| --- | --- | --- |
| **JHON PAUL A. QUIÑAL\_\_\_\_\_\_\_\_\_\_**  **JOEMAR M. RODRIGO\_\_\_\_\_\_\_\_\_\_\_** | ID No. | Issued on/Issue at |
| **SAI \_\_\_\_\_\_\_\_\_\_\_** |  |  |
|  |  |  |

Known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of seven (6) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

## NOTARY PUBLIC

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| Doc. No. \_\_\_; |  |
| Page No. \_\_\_; |  |
| Book No. \_\_\_; |  |

Series of 2019.