

Website Development and Services Agreement

This Website Development and Services Agreement (the "Agreement") is made and entered into as of [DATE:6/4/2024] by and between Go Digital Technology PLC, a technology company located at Bole Reality Plaza Woreda 03 ("Go Digital"), and **Pro Jobs** a located at ADDRESS_____.

1. Services and Deliverables

1.1. Scope of Work.

Go Digital agrees to provide the following website development services and deliverables to Client:

- a) Design and develop a new, mobile-responsive website for the Client's organization
- b) Create a custom logo and branding guideline design for the Client's(if it is included in the package)
- c) Develop a dedicated mobile application (APK) for the Client that is the original copy of the website in android and iOS formats.
- d) Optimize the website to ensure full mobile responsiveness across all devices.
- e) Implement search engine optimization (SEO) best practices (if it is included in the package).
- f) Integrate third-party tools and APIs (if it is included in the package).

1.2. Timeline and Milestones.

Go Digital shall complete the services and deliverables outlined in Section 1.1 according to the following timeline and milestones:

- Website design mockups: [2 day]
- Website development: [2 days]
- Mobile app development: [1 day]
- Website and mobile app launch: [2 days]
- Post-launch support period: 6 months from launch date

1.3. Changes to Scope.

Any changes to the scope of work described in Section 1.1 must be mutually agreed upon in writing by both parties. Additional fees may apply for any scope changes.

2. Fees and Payment Terms

2.1. Contract Fee.

In consideration for the services provided, Client agrees to pay Go Digital a total contract fee of [49,999ETB]. In detail the following table shows the breakdown of the cost.

Tasks	Total ETB
Website Design and Development	
Mobile App	
Responsive Design	
Language Translation	
AI Chat Bot	
Logo Design and Brand Guideline	
Total VAT 15%	7,499.85
Total	42,499.15
Including VAT	49,999

2.2. Payment Schedule.

The payment terms are as follows:

- ✓ 50% deposit due upon signing of this agreement
- ✓ 50% due upon launch of website and mobile app

2.3. Invoice and Payment.

Go Digital shall submit invoices to Client according to the payment schedule in Section 2.2. Client shall make all payments to Go Digital within [X] business days of receipt of each invoice.

2.4. Taxes.

The contract fee in Section 2.1 includes value-added-taxes (VAT). Any such taxes shall be the responsibility of the company itself.

3. Ownership and Intellectual Property

3.1. Ownership of Deliverables.

All work produced by Go Digital, including the website, mobile app, and logo design, shall be the property of Client upon full payment of the contract fees. Go Digital retains no ownership rights to the deliverables.

3.2. Pre-Existing Materials.

Go Digital retains all rights, title and interest in any pre-existing materials, including software, code, ideas, know-how, methodologies, processes and templates that Go Digital brings to the project or develops outside of this engagement.

3.3. Third-Party Materials.

Client acknowledges that the website and mobile app may incorporate third-party software, code or other intellectual property. Go Digital will obtain the necessary licenses or permissions for Client's use of such third-party materials.

4. Warranties and Representations

4.1. Go Digital Warranties.

Go Digital warrants that it has the necessary expertise, resources and capabilities to perform the services described in this Agreement. Go Digital further warrants that the deliverables will substantially conform to the specifications and requirements agreed upon by the parties.

4.2. Client Responsibilities.

Client warrants that it will provide Go Digital with timely access to necessary information, assets and personnel to enable Go Digital to perform the services. Client is responsible for the accuracy and completeness of all content, materials and information provided to Go Digital.

4.3. Disclaimers.

Except as expressly stated in this Agreement, Go Digital makes no other warranties, express or implied, regarding the services or deliverables. Go Digital does not warrant that the website or mobile app will be error-free or operate without interruption.

5. Termination

5.1. Termination for Cause.

Either party may terminate this Agreement for cause if the other party materially breaches this Agreement and fails to cure such breach within [X] days after receiving written notice.

5.2. Termination for Convenience.

Either party may terminate this Agreement for convenience by providing [X] days' prior written notice to the other party.

5.3. Payment Upon Termination.

In the event of termination, Client shall pay Go Digital for all work completed up to the date of termination, including any non-cancelable expenses incurred by Go Digital.

6. Limitation of Liability

6.1. Consequential Damages.

In no event shall either party be liable for any indirect, special, incidental or consequential damages arising out of or related to this Agreement.

6.2. Liability Cap.

Go Digital's total liability under this Agreement shall not exceed the total contract fee paid by Client.

7. General Provisions

7.1. Governing Law.

This Agreement shall be governed by the laws of [JURISDICTION].

7.2. Dispute Resolution.

Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration.

7.3. Assignment.

Neither party may assign this Agreement without the prior written consent of the other party.

7.4. Entire Agreement.

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings.

“In witness whereof, the parties have executed this Agreement as of the date first written above”

Go Digital Technology PLC

[Pro Jobs]

Name: Zerihun Terefe

Client Name: _____

Sign:_____

Sign:_____