CONTRACT FOR WEBSITE DESIGN AND SOFTWARE APPLICATION REDESIGN

KNOW ALL MEN BY THESE PRESENTS:

This Service contract agreement is made and entered into on this **30th** day of **October 2024**, by and between:

I, **Robert Andrei N Bamba**, A freelance web developer and resident of Brgy Tibanga, Lanao Del Norte Iligan City, Philippines. hereinafter referred to as **"SERVICE PROVIDER"**; - and

CLEAN AND SEAL DENTAL PROGRAM, a dental health program addressed at South Easton, Massachusetts USA, represented herein by its Owner, Faith Brooks, hereinafter referred to as **"CLIENT"**.

1) Scope of Services:

- **Pre-Contract Design Proposals**:
    - Design proposals for website & software applications.
    - The client will provide total compensation of $225 for 25 hours of work at a rate of $9 per hour, with $135 for the initial 15 hours effective September 14, 2024, and an additional $90 for 10 hours effective October 30, 2024. The full payment is due on November 1, 2024.

- **Website Design and Development.** The Developer will design and develop a fully functional website according to the Client's specifications, which includes:
    - Graphic Design, UI/UX, and Frontend Development.
    - The rate for website development is USD 200 per page.
    - Pages to be developed (subject to changes as mutually agreed upon):

        1. **About / Home Page**: Number of sections as needed. Includes sections like FAQ and Why Us.
        2. **Features and Demo Page**: Based on the number of features in the software, with sections as required. To showcase the software/application demo.

3. **Sign In/Sign Up Page / Pricing Page - Subscription Page**: Two sections for login and registration.
4. **Knowledge Hub / FAQ**: Includes hardware/software requirements, blogs, and other resources.
5. **All deliverables will be completed in line with the agreed project timelines in Section 3.**

- **Software Application Redesign:** The Developer will redesign the existing software application according to the Client's specifications while preserving all current functionalities. This involves:
  - Improving the user interface (UI) and current design without altering core features.
  - Graphic Design, UI/UX, and Frontend Development.
  - The project-based rate for the redesign is USD 2,500.
  - The redesign includes all 18 components of the software based on the current format.

  All deliverables will be completed in line with the agreed project timelines in Section 3.

- **Post-Completion Support**:

  The Developer agrees to provide technical support and maintenance for the website and software application after project completion. Support will be billed at an hourly rate of USD $10 per hour.

  The Developer agrees to provide technical support and maintenance for the website and software application for a period of 60 days after the project is completed and delivered. During this period, any bugs, issues, or malfunctions directly related to the original project scope will be addressed at no additional cost.

  After the initial 60-day support period, any further support, updates, or modifications will be provided at an hourly rate of USD $10, subject to a new
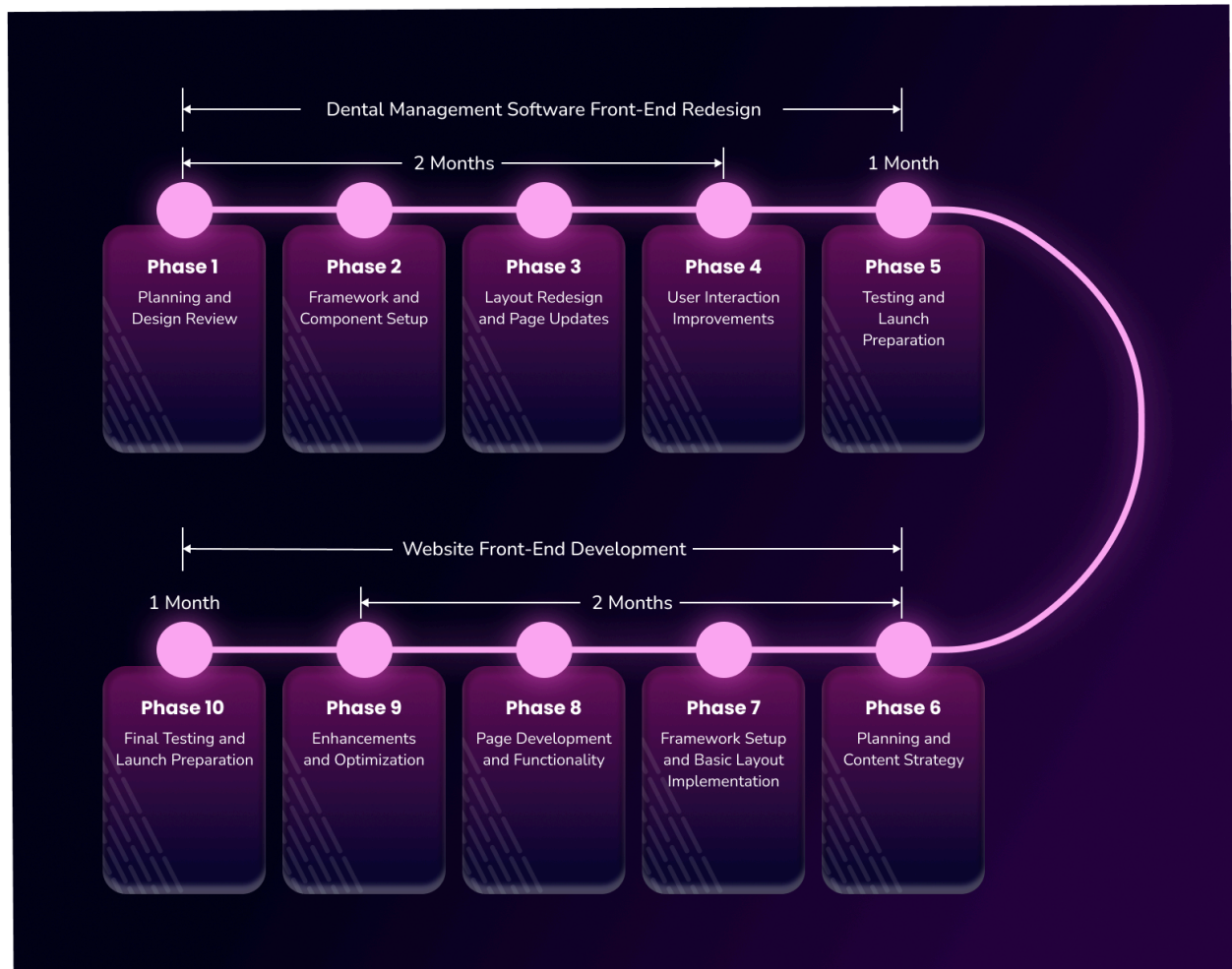
written agreement between the parties for any requested changes or updates. This agreement does not obligate the Developer to provide support beyond this initial 60-day period unless both parties agree to continue support under separate terms.

2. Payment Terms

- The Client agrees to the following payment structure: Project-based software redesign at *$2500*.
    1. **$750.00** - 30% of the total project fee is due as a **down payment** upon signing this Contract.
    2. **$750.00 -** 30% of the total project fee, to be paid after reaching 50% completion of the project, which corresponds to Phase 3 found in section 3.
    3. **$ 1,000.00** - 40% of the total project fee after the **completion and turnover** of the project to the Client, which corresponds to Phase 5 found in section 3.

- In the event the Client delays payments or fails to provide necessary materials or feedback, the Developer reserves the right to pause the project until such issues are resolved. A delay of more than ten (10) business days in payment or action required from the Client will automatically extend the project completion date by an equivalent number of days.
- Payments are to be made via Paypal within five business days after receiving the developer's invoice and agreed completion of the project.
- Paypal Details:
    - Robert Bamba

        paypal.me/robertdrei

3. Duration of the Project

- **Software Redesign**: The estimated completion time is *2 to 3 months* from the date of project commencement.
- **Website Design and Development**: The estimated completion time is *2 to 3 months* from the date of project commencement.
- **Total Development Time**: The overall project is expected to be completed within *3 to 6 months* from the start date. However, any additional time required for reasons beyond the Developer's control (such as delays in receiving feedback or materials from the Client) will be subject to a written change order mutually agreed upon by both parties at no additional cost.

  The Developer is not responsible for delays caused by the Client or third-party

Vendors. In cases where delays are caused by the Client, the Developer has the right to extend the project deadline proportionally.

- **Any additional time needed is the developer's responsibility**

4. Termination

- **Termination by both parties Client.** The Client may terminate this Contract at any time by providing thirty (30) days written notice to the Developer. *In the event of termination, the Developer shall be compensated for all services (per client approval) rendered and work completed (per client approval) up to the date of termination, as well as any non-refundable expenses incurred. The client may terminate work if not completed in a timely manner and done in a satisfactory manner at client's discretion.* The Developer shall be compensated for all services **rendered and approved by the Client and work completed and delivered** up to the date of termination, as well as any non-refundable expenses incurred. The Client cannot withhold payments for services provided if the termination is not related to gross negligence or misconduct on the part of the Developer.
    - Further, **termination due to dissatisfaction** should be based on clearly documented evidence of non-performance, rather than subjective dissatisfaction.
    - Work completed will be deemed satisfactory unless clear documentation of non-performance has been provided by the Client and agreed upon by both parties within five (5) business days of receiving the work.

- **Termination by the Developer**. The Developer may terminate this Contract if the Client fails to make timely payments or fails to meet other contractual obligations. Written notice must be given thirty (30) days prior to termination.
- **Breach of Contract**: Any violation of the terms of this Contract by either party will be considered a breach. The non-breaching party may terminate the Contract with immediate effect and seek compensation for damages.

5. Amendments

- The Client is entitled to **three (3) revisions** or changes on the approved or agreed design without additional charges.
  - All requests for revisions or changes must be submitted within fourteen (14) days of project delivery or milestone completion. Requests made beyond this period will be considered new work and billed accordingly.
- Any revisions or changes beyond the three (3) allotted revisions shall be billed at an hourly rate of USD $9 per hour, subject to mutual agreement.
- All amendments or additional work requested must be documented in writing and mutually agreed upon by both parties before being implemented.

6. Confidentiality

- Both parties agree to keep confidential all information obtained during the course of this project and after the project is completed, including business strategies, technical specifications, and proprietary information.
- The Developer agrees not to share or use the Client's information for any purpose other than for the completion of this project, without the prior written consent of the Client.
- This confidentiality clause shall remain in effect even after the termination or completion of this Contract.

7. Intellectual Property

- Upon full payment of the total project fee, all designs, code, and materials produced as part of this project will become the sole property of the Client. **Until the project is paid in full, the Developer retains ownership of all intellectual property rights to the designs, code, and materials created by the current developer. Full transfer of intellectual property rights occurs upon the Client's final payment. Failure to complete payment will result in the retention of all rights by the Developer.**
- The Developer retains the right to showcase the completed project in their portfolio or as part of promotional materials unless otherwise agreed by the Client and at the Client's discretion.
- **Amendments**: This Contract may only be amended or modified by a written agreement

signed by both parties.

8. Indemnity Clause

If the Developer follows the Client's instructions and those instructions cause problems—such as legal claims, damages, or lawsuits—the Client agrees to protect the Developer from being held responsible for those issues.

9. Limitation of Liability:

The Developer will not be responsible for losses like missed profits, lost revenue, or other unexpected damages caused by the project. The Developer's responsibility will only cover the specific services agreed upon in this Contract.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the day, month, and year first above written.

By:

_____   _____

Robert Andrei N. Bamba   Faith Brooks

WEBSITE DESIGNER / DEVELOPER   **CLEAN AND SEAL DENTAL PROGRAM**