

Website Development Agreement

This WEB SITE DEVELOPMENT AGREEMENT ("Agreement") is an agreement between Kreiosoft Technologies otherwise known as " Party A " and AGPMPN otherwise known as “ Party B” Signing this agreement, creates a contract between “ Party A” and “ Party B” . and both parties are agreeing to be bound by the terms of this agreement.

1. TERM AND TERMINATION

A. Term of Agreement.

This Agreement shall be effective as of the date set forth in this agreement and shall remain in force until “Party B” is satisfied with the service of “Party A” by a written notice.

B. Termination.

This Agreement may be terminated by either party upon written notice to the other, if the other party reaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by “ Party A” (i) immediately if “ Party B” fails to pay any fees hereunder; or (ii) if “ Party B” fails to cooperate with “ Party A” or hinders “ Party A” 's ability to perform the Services hereunder.

2. PARTY A 's AND PARTY B 's RESPONSIBILITIES

A. Scope of Work.

“Party B” hereby retains the services of “Party A” to design the Web Site for “Party B” in accordance with the proposal sent by “ Party A” to “ Party B” .

B. Changes.

Changes to this Agreement or to any of the specifications of the Web Site shall become effective only when a written change request is executed by “ Party B” and “ Party A” (“Change Order”). “Party A” agrees to notify “Party B” promptly of any factor, occurrence, or event coming to its attention that may affect “Party A”'s ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in the Services. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

C. Customer's Responsibilities.

“Party B” agrees to perform all tasks assigned to “Party B” as set forth in this Agreement or a Change Order, and to provide all assistance and cooperation to “Party A” in order to complete timely and efficiently the Web Site. “Party A” shall not be deemed in breach of this Agreement, the Services, a Change Order, or any milestone in the event “Party A”'s failure to meet its responsibilities and time schedules is caused by “Party B”'s failure to meet (or delay in) its responsibilities set forth herein, a Change Order, or this Agreement. In the event of any such failure or delay by “Party B” (i) all of “Party A”'s time frames, milestones, and/or deadlines shall be extended as necessary. Unless otherwise contracted with Company or reflected in a Change Order, “Party B” shall be responsible for providing all content for the Web Site.

3. WEB SITE DESIGN

A. Design

Party A will create designs for the look-and-feel, layout and functionality of Party B's project. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions.

B. Text content

Provision of content is Party B's responsibility unless specifically negotiated ahead of time. Should client wish Party A to develop content for the site, website content copy is billable. Find the cost in the cost breakdown section.

C. Photographs

Party B will supply Party A photographs either in digital or printed format. If Party B chooses to buy stock photographs, Party A can suggest vendors of stock photography. Professional photography or any time we spend searching for appropriate photographs will be charged.

D. Web Hosting & Technical support

Party B is not obligated to host its website with Party A. However, Party A can set up a hosting account for Party B at one of its preferred hosting provider. If this is the case, Party A will look after every aspect of Party B's technical setups, such as email account/s setup, and will help liaise with the hosting provider for a resolution when there is a server problem. Party B's hosting account will be automatically renewed under the same time and fee structure unless Party B gives a written notice fifteen (15) days before the renewal date that they do not wish to renew the account.

E. Payment Terms

All fees are payable by Direct Bank Deposit or Cheque. We request a 50% deposit upon you instructing us to proceed with the website design and development work. On completion of the work "Party B" will be notified and have the opportunity to review it. "Party B" must notify "Party A" in writing of any unsatisfactory points between 7 to 14 days of such notification. Any of the work which has not been reported in writing to "Party A" as unsatisfactory within the 7 to 14 days review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the 50% balance of the project price will become due. Upon completion of the 7 to 14 days review period, "Party A" will invoice "Party B" for the 50% balance of the project.

F. Completion Date.

"Party A" and "Party B" shall work together to complete the Web Site in a commercially reasonable manner (Approximately 4 Weeks). "Party B" must supply "Party A" complete text and graphics content for the website within two (2) weeks of the commencement of the web design project.

G. Copyright to Web Site.

"Party B" acknowledges, understands and agrees that "Party A" may use its own and/or may purchase third party licenses for products or services that are necessary for "Party A" to design and develop the Web Site. Such products may include, but are not limited to server-side applications, clip art, "back-end" applications, music, stock images, or any other copyrighted work ("Outside Content") which "Party A" deems necessary to purchase on behalf of "Party B" to design and develop the Web Site. "Party B" further acknowledges and understands that any Outside Content used to design and develop the Web Site is owned by "Party A" and/or such third parties and cannot be transferred to "Party B" and is hereby specifically not transferred to "Party B" and shall remain the property of "Party A" and/or such third parties. Outside Content which is owned and/or purchased by "Party A" may be used in the design and/or development of other web sites separate from "Party B". "Party B" and "Party A" agree that upon payment in full of the fees associated with the design and development of the Web Site, "Party B" shall own a worldwide right, title, and interest in and to the Web Site (including, its source code and documentation). "Party B" and "Party A" agree that "Party A" shall retain a worldwide, royalty-free, non-exclusive, transferable, and perpetual right and license to the Custom Programming including, but not limited to, the right to modify, amend, create derivative works, rent, sell, assign, lease, sublicense, or otherwise alter or transfer the Custom Programming. "Party B" and "Party A" also agree that the design and development of the Web Site may include source code, documentation, and/or application programs that were previously written or developed by "Party A" and modified to meet "Party B" 's specific requirements. "Party A" retains the right to display graphics and other web design elements of the Website as examples of their work in their respective Portfolios.

H. MAINTENANCE

A monthly fee of twenty thousand naira shall be charged to Update/ Maintain the website 6 months after the website design is completed.

I. Website Development Cancellation

If the website design and development work has already begun (such as creating a design concept), then the down payment is non-refundable. "Party A" may elect at its sole discretion to offer a partial refund depending upon the circumstances.

4. INDEMNIFICATION

A. *"Party A" Indemnity.*

In performing services under this Agreement, "Party A" agrees not to design, develop, or provide to "Party B" any items that infringe one or more patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or other rights of any person or entity. If "Party A" becomes aware of any such possible infringement in the course of performing any work hereunder, "Party A" shall immediately so notify "Party B" in writing. "Party A" agrees to indemnify, defend, and hold "Party B", its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Deliverables. This indemnification shall include attorney's fees and expenses, unless Company defends against the allegations using counsel reasonably acceptable to "Party B". "Party A" 's total liability under this Agreement shall not exceed the amount of the Development Fee derived by "Party A" under this Agreement.

B. *"Party B" Indemnity.*

"Party B" shall indemnify and hold harmless "Party A" (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by "Party A" as a result of any claim, judgment, or adjudication against "Party A" related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by "Party B" to "Party A" (the "Customer Content"), or (b) a claim that "Party A" 's use of the Customer Content infringes the intellectual property rights of a third party. To qualify for such defense and payment, "Party A" must: (i) give "Party B" prompt written notice of a claim.

5. REPRESENTATIONS AND WARRANTIES

A. “Party A” makes the following representations and warranties for the benefit of “Party B” :

1. No Conflict.

“Party A” represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by Party A” under this Agreement. “Party B” understands that “Party A” is currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with “Party B” 's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

2. Conformity, Performance, and Compliance.

“Party A” represents and warrants that (1) all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (2) all Deliverables will function under standard HTML conventions; (3) all Deliverables will conform to the specifications and functions set forth in this Agreement; and (4) “Party A” will perform all work called for by this Agreement in compliance with applicable laws. “Party A” will repair any Deliverable that does not meet this warranty within a reasonable period of time if the defect affects the usability of “Party B” 's Web Site, and otherwise will repair the defect within 72 hours, said repairs to be free of charge to “Party B” . This warranty shall extend for the life of this Agreement. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error on the part of “Party A” .

3. Disclaimer of All Other Warranties.

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.

4. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE MAXIMUM REMEDY AVAILABLE TO EITHER PARTY IS ANY AMOUNT PAID BY CUSTOMER HEREUNDER. "PARTY A" MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

B. "Party B" makes the following representations and warranties for the benefit of "Party A":

1. "Party B" represents to "Party A" and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Company for inclusion in the Web Site are owned by "Party B", or that "Party B" has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend "Party A" and its subcontractors from any claim or suit arising from the use of such elements furnished by "Party B".

2. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. "Party B" agrees that "Party B" is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend "Party A" and its subcontractors from any claim, suit, penalty, tax, or tariff arising from "Party B"'s exercise of Internet electronic commerce.

C. Confidentiality.

The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief

6. FORCE MAJEURE

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other "Party A" and will use commercially reasonable efforts to minimize the impact of the event.

7. RELATIONSHIP OF PARTIES

A. Independent Contractor.

"Party A" , in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. " Party A" shall be solely responsible for and shall hold " Party B" harmless for any and all claims for taxes, fees, or costs

8. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

19. READ AND UNDERSTOOD

Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions.

20. DULY AUTHORIZED REPRESENTATIVE

If this Agreement is executed then each Party warrants that their representative whose signature appears on such signature pages is the duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

Name:

Signature:.....

Date:.....

FOR “ PARTY B”

Name:

Signature:.....

Date:.....

FOR “ PARTY A”