

Online Store 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 Brilliant Developers and our Client.

This agreement is made and entered into as of this date: 13th day of June, 2020 by and between **Real Data Technologies**, a Multi-Real Computer Inc. with Head offices at 28, Obafemi Awolowo Way, Ikeja Lagos and **Brilliant Developers**, a Nigerian based company with address at 14, Joy Avenue Street, Ajao Estate Lagos. Web address - bit.ly/brilliant-developers.

Terms of Agreement:

The **Real Data Technologies** is engaging **Brilliant Developers** for the purpose of develop, create, test, and deliver an online store to be known as www.realdataonline.com.ng.

**Brilliant Developers** is interested in undertaking such work; and **Real Data Technologies** and **Brilliant Developers** mutually desire to set forth the terms applicable to such work. Therefore, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, **Real Data Technologies** and **Brilliant Developers**, intending to be legally bound,

hereby agree as follows:

**1. This Agreement** commences on 13th day of June, 2020 between the above named parties with respect to the creation of a complete web design and development (hereinafter referred to as the realdataonline.com.ng).

**2. Sample Designs Provided**

**Brilliant Developers** will show two-to-three sample of website designs for the **Real Data Technologies** to choose from based on information provided.

The design chosen by the **Real Data Technologies** can be modified until the **Real Data Technologies** is 100% satisfied with the final design.

The final design will be provided for viewing live on the internet while all the modifications are being completed.

**3. Work Description**

**Brilliant Developers** agrees to create the realdataonline.com.ng in accordance with the following specifications:

Create a online store design for www.realdataonline.com.ng. The colours for the design will be based on the **Real Data Technologies** logo or specifications.

The online store will include a list of keywords to aid in SEO (search engine optimization).

Online store to be created responsive for viewing on various devices & platforms.

Ability to post a product from website to facebook and it will show on facebook with a link to direct customer’s click back to the website.

**4. Due Dates**

**Brilliant Developers** agrees and will make every effort to finish the online store in or before 90 days after all approvals and content have been provided by the **Real Data Technologies** and after the 80% of the payment has been made.

**Brilliant Developers** will make every effort to meet agreed upon due dates. **Real Data Technologies** should be aware that failure to submit required information or materials may cause subsequent delays in production. **Real Data Technologies** delays could result in significant delays in delivery of finished work.

**5**. **Real Data Technologies** **Responsibilities**

**Real Data Technologies** is responsible for the following;

All content, including text and graphics, and any costs associated with the above.

**6. Features of the Online Store**

* Well designed & dynamic online store
* fully integrated with card payment facility
* 1 year Hosting Plan and Domain Registration
* SSL Certificates (HTTPS security)
* Site Capacity Storage – Unlimited
* Custom Website Email - As Many As Possible
* Content Management System + Statistics
* 24x7 support system
* Free 1-months update

**7. Maintenance of the Online Store**

Following are Maintenance options (one will be chosen for the contract):

1) **Real Data Technology** will pay #30,000 naira monthly to maintain and updates the Online Store, including unlimited updates. Packages may include product uploads, changing colours and banner sliders, updating list of keywords to aid in SEO (search engine optimization) and adding basic features on the store.

Packages are designed to serve online store maintenance tasks only. **Does-not** include any Digital Strategy, Business Analysis, Solution Architect, SEO or Digital Marketing work.

Support requests need to be sent via email to [techiebabes@gmail.com](mailto:techiebabes@gmail.com) or phone to 07068057873

2) **Real Data Technologies** can decide not to contact **Brilliant Developers** for the maintenance and updates of their online store.

3) **Real Data Technologies** will be responsible for the maintenance and updating of their online store.

4) Maintenance and updating of the **Real Data Technologies** online store will be covered in a separate Agreement.

**8. Intellectual Property Credit**

Unless permission is received from the **Brilliant Developers**, the statement of “Site Designed by Brilliant Developers Services” along with the link to the **Brilliant Developers** website must remain on the **Real Data Technology** website at all times and on all web pages.

**9. Fee**

The fee for the design and development of this online store is #250,000 naira (Two Hundred and Fifty Thousand Naira) Nigerian Currency.

The fee includes all design work; Domain registration, 1 year hosting plan, all development work required for this online store except logo design and graphics works.

Any additional services which **Real Data Technology** wishes the **Brilliant Developers** to create which is not specified in the development description of this agreement will be considered an additional service. Such additional work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

**10. Cancellation**

In the event that Development is postponed or cancelled at the request of the **Real Data Technology, Brilliant Developers shall** have the right to bill pro rata for all work completed through the date of that request, while reserving all rights under this Agreement.

In the event of a cancellation, the **Real Data Technology** shall also pay any expenses incurred by the **Brilliant Developers** and the **Brilliant Developers** shall own all rights to the Development.

**11. Payment**

Payment shall be advanced to the Brilliant Developers in phases as follows:

Upon signing of this Agreement, **Real Data Technology** shall pay #200,000 naira which is 80% of the total fee.

Before the final online store development is uploaded online on a server to Go-Live on the internet, **Real Data Technology** shall pay the balance which is #50,000 naira, making #250,000 naira of the total fee.

**12 Hosting**

Hosting is an annual charge which must be paid in advance for the whole year.

It is the client’s responsibility to renew the hosting in time ie. before the expiry date. Failure to renew in time can lead to loss of files, data, emails, backups etc. All unpaid hosting are disabled or deleted from the server.

All renewals must be paid two (2) months ahead prior to the expiry date. **Brilliant Developers** will not be responsible for issues relating to delayed payment.

**13. Domains**

All domain registrations and renewals are to be paid in advance. Expiration of a domain can result in service disruption and loss of domain.

**Brilliant Developers** will not be responsible if a domain expires due to non-payment / late payment of the charges. All payments must be made two months (2) ahead before the expiry date. It is client’s responsibility to renew their domain names.

**14. Amendments and Modifications.**

The parties may amend this Agreement only by a written agreement executed by all parties.

We consider ourselves to be very flexible and adaptable and approach all requests with I ‘Can Do’ Attitude. If you require something changed, please feel free to discuss with us. Please contact us if you require further details or have any questions. We look forward to working together with you on your project!

Contact us via email to [techiebabes@gmail.com](mailto:techiebabes@gmail.com) – Phone to 07068057873

KINDLY READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.

YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

Signed this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_20\_ \_\_\_\_\_\_ Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brilliant Developers:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Real Data Technology: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“**Brilliant Developers**” is a trade mark of **Brilliant Developers of Nigeria**, along with the logo 