Herb Appointment System Application Agreement

This AGREEMENT is dated and in effect as of the 11th February, 2018, between **Anya Spa UK Ltd** hereafter referred to as "Client" and **London AM ltd**, hereafter referred to as "Consultant". This agreement is with respect to the development of Any Spa UK Ltd appointment booking system, hereinafter referred to as the "Work."   Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

CONFIDENTIALITY:

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

- is already known to the party to which it is disclosed;

- is or becomes part of the public domain without breach of this Agreement;

- is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

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DESCRIPTION OF WORK:

The Client agrees to buy an Appointment Booking System from the Consultant. The application includes the following elements:

- Client Module
- Service Module
- Staff Module
- User Module
- Appointment Module
- Invoice Module
- Printing Module
- A website Interface with Login
- Installation on Consultant Server

The Client can:

- To View, Create, Modify, Delete a Client
- To View, Create, Modify, Delete a Service
- To View, Create, Modify, Delete a Staff
- To View, Create, Modify, Delete a User
- To View, Appointment Schedule and Create, Modify, Delete an Appointment on Schedule Calendar
- For an appointment Client can change status to Confirm and Cancel
- Print an invoice when check out appointment

HARDWARE, SOFTWARE & SERVICES REQUIRED:

The Consultant will provide hardware include PC and mobile that is used for development and testing of Appointment Booking System project. The Client requires to use following software and service for Appointment Booking System project. The software and services include the following elements:

- Telerik DevCraft with unlimited incidents support for one year
- Metronic Responsive Admin Dashboard Template
- Private Github Source Control

The Consultant agrees the cost above list are included in FEES & ADDITIONAL SERVICES section. Any work the Client wishes the Consultant to create, which is not specified in HARDWARE, SOFTWARE & SERVICES REQUIRED section. Such Work shall require a separate Agreement and payment separate from FEES & ADDITIONAL SERVICES section that specified in this Agreement.

FEES & ADDITIONAL SERVICES:

The software application development service will be charged at **£3300**. The website installation to the Consultant's server is included.

If the Client wishes additional works not include in DESCRIPTION section, such work shall require a separate agreement. If the Client wishes to change the requirements after the work is done. The consultant will charge the client **£50** per hour.

Any work the Client wishes the Consultant to create, which is not specified in the DESCRIPTION section of this agreement, will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

DOMAIN AND HOSTING:

The Consultant will provide the Web Hosting Service on the Consultant's Dedicated Server at a cost of £100 x 12 = **£1200** a year:

- The webhosting service starts on 5th Mar 2018 and ends on 4th Mar 2018.
- Webhosting with ASP.Net Core 2.0 and Microsoft SQL support on Windows Service 2013 system or above

The Consultant will provide technical support for the Website Hosting and other services relating to Website Hosting. If the Client requires help with anything beyond the design and development of the client's website, the consultant will charge the client £50 per hour.

The web hosting rate will be reviewed at the end of the term.

The Consultant will provide the private GitHub private version control to store all of the application source code at a cost of £7 x 12 = **£84** a year:

- The service starts on 5th Mar 2018 and ends on 4th Mar 2018.

The Consultant will not provide technical support for the GitHub and other services relating to this. GitHub is third party service and provide technical support by themselves but the Consultant would assistant if there is any issue in communication with GitHub service.

The GitHub rate will be reviewed at the end of the term according to their change of service.

WEBSITE MAINTENANCE:

The maintenance of the application is not provided. All the application features should be confirmed at delivery period. The maintenance of web host will be support if anything happened to server side such as networking disconnect, sever capacity insufficient, database backup schedule. If the Client asked the Consultant to help to update the Client's web contents (including text, photos and html page, which is after delivery or not belong to the original design), time to update the Web pages will be assessed at the hourly rate of £50.

If the client choose to move the application away from Consultant's server, the Consultant can't guarantee that the functions contained in any application pages or in a completed web site will always be error-free and so the Consultant can't be liable to the

Client for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

The consultant will back up the database every 2 weeks. Although the consultant has a firewall installed on the server, there are still lots of unknown methods that are being constantly developed to get attacked by hackers. In case of a security attack on the Website, the consultant will use the latest backup database to restore the client's website.

If the Client wants to have more frequent back up of his/her Website, this can be arranged by the Consultant at a cost below:

Fortnightly Back up = Free
Weekly Back up = £1250 per annum paid in advance
Daily Back up = £2000 per annum paid in advance

SUPPORT AND TRAINING:

If the Client has difficulty to use the appointment booking application, the Client can email to winsource6@hotmail.com for help. The Consultant will reply in maximum 24 hours. If the Client asks for training in person, the Consultant will charge the client £50 per hour.

PAYMENT SCHEDULE:

The Consultant will deliver module by module with verify from client along the time. The whole package will deliver in 93 days from date this agreement being sign by both party. Additional services and further discussions about the Application may increase the delivery time. The Client has to pay at least 30% deposit after agreements has been signed. The remaining balance is payable on delivery of the Application per the "Description of Work" above. The deposit is not refundable if the client decides not to go ahead with the Application.

DUE DATES:

The Consultant agrees to deliver the Application on dates as agreed upon in this agreement. The Consultant will make every effort to meet the deadlines. The Client should be aware that failure to submit required information or materials might cause subsequent delays in the production. Any delays on the part of the Client to provide required information or materials could result in significant delays in delivery of the finished work.

EXPENSES:

The Client agrees to reimburse The Consultant for any of the following expenses necessary in completion of the Work: (e.g. would be purchase of widgets, special fonts, stock photography, Logo design, Research etc.)

ASSIGNMENT OF WORK:

The Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to the Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

PUBLICATION:

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant. The Consultant will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

COPYRIGHT of the Application:

Copyright to the finished assembled work of application produced by the Consultant is owned by the Consultant. Upon final payment of this agreement, the client is assigned rights to use the design, graphics, and text contained in the finished assembled website. Rights to Source Code, work-up files, is going to specifically transferred to the client, and remain the property of their respective owners. The client has no right to resell full or part of source code or entire of the application in any form of business. The Consultant and its subcontractors retain the right to source code, display graphics and other Web design elements as examples of their work in their respective portfolios. Copyright to

the contents, including text and photos, which uploaded by the client belongs to The Client.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either expresses or implied, on behalf of the other.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client: _____ Date _____

On behalf of the Consultant: _____ Date _____