

# YESGETIN! IONIC/ANGULAR PROTOTYPE DEVELOPMENT CONTRACT - MARCH 17, 2015

Date: 17 March 2015

Between me Ben Nawaz and you Bhavin Makwana, on behalf of YES GET IN LIMITED, registered office 20-22, Wenlock Road, London, N1 7GU, England.

## Summary:

I'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. I've no desire to trick you into signing something that you might later regret. What I do want is what's best for both parties, now and in the future.

So in short;

You (Bhavin Makwana), on behalf of YES GET IN LIMITED, registered office 20-22, Wenlock Road, London, N1 7GU, England are hiring me (Ben Nawaz) located at 1 Fairway, Milnrow, Rochdale to design and develop a hybrid mobile application and splash page for the estimated total price of £1550 (£700 + £850) as outlined in our previous correspondence. Of course it's a little more complicated, but we'll get to that.

## What do both parties agree to do?

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give me everything I need to complete the project as and when and in the format I need it. You'll review my work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

**Me:** I have the experience and ability to do everything we've agreed with you and I'll do it all in a professional and timely manner. I'll endeavour to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give me.

## Getting down to the nitty gritty

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**MARCH 18, 2015**

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## Design

I create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. I create designs iteratively and use predominantly JavaScript, HTML and CSS so I won't waste time mocking up every template as a static visual. I may use static visuals to indicate a look-and-feel direction (colour, texture and typography.) I call that 'design atmosphere.'

You'll have two or more weekly opportunities to review my work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you'll pay me in full for everything I've produced until that point and cancel this contract.

## Text content

I'm not responsible for writing or inputting any text copy. If you'd like me to write new content or input text for you, I can provide a separate estimate for that.

## Photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate for that.

## HTML, CSS and Javascript

I deliver templates developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive Javascript (ECMAScript 5 and above) for feature detection, poly-fills and behaviours.

The work will be completed for these two months (April and May) in the SASS, Ionic, Angular JS and ngCordova frameworks, with work for the "back end" or server software being written in JavaScript using the Node.js and Express.js frameworks and environments and, running on the open source "Platform as a Service" (PaaS) OpenShift, which will act as our main server, and may require payment dependent on use and adoption of the aforementioned application as previously discussed.

There will be scope for re-writing the application natively for iOS and/or Android however, as this work takes considerably longer and requires considerably more time and effort for everyone involved this will be subject to an extension of the contract beyond April and May, and will be estimated and completed separately from this contract, which promises primarily for the desired development work to be completed using JavaScript, Ionic, Angular JS and ngCordova as agreed above.

The app will be distributed mainly to the iOS App Store, via Adobe's Phone Gap Build service, the cost of which is included in the payable fee to the developer, Ben Nawaz, (i.e don't worry, I've got it covered) and is subject to Apple's stringent checks and policies which I will do my best to ensure are all met, in order to get the app published on to the App Store in a timely fashion. Please note

YESGETIN! IONIC/ANGULAR PROTOTYPE DEVELOPMENT CONTRACT - MARCH 17, 2015 • **EXECUTED:**

**MARCH 18, 2015**

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this process can take a varying amount of time and is purely up to Apple Inc. and has no bearing on my performance or fulfillment of this contract other than the date on which I submitted the application to Apple for approval.

In addition to the application logic itself (both the "front end" application, which will be produced for use on smartphone devices, primarily aimed at iOS in addition to the "back end" server code designed to handle user interactions and the main application "prediction" logic etc.) I will produce a splash page for Bhavin Makwana and the YesGetIn Ltd. company, consisting of a single page, promising a further website to be completed as part of a separate body of work, which is yet to be estimated and discussed, if a full site is desired, and the aforementioned splash page of which is to be completed within the months of April and May, with the full site to be quoted and developed outside of these months if so desired, and is not included in the aforementioned body of work and may subject to being charged separately.

## **Browser testing**

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

## **Desktop browser testing**

If I do any website based, I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), Mozilla Firefox and Opera. I'll also test to ensure Microsoft Internet Explorer 8 for Windows users get an appropriate, possibly different, experience. I'll implement a single column design for Internet Explorer 7 and below for Windows and we won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

## **Mobile device testing**

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our work in:

iOS testing will ensure that the application is suitable for use on iPhone models from the iPhone 4 up to the iPhone 6 Plus and any later models.

Devices running Android 4.1 or later, if so desired.

I currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile devices. If you need me to test using these, I can provide a separate estimate for that.

## **Technical support**

I'm not a website hosting company so I don't offer support for website hosting, email or other

services relating to hosting or for your personal technology. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we can set up an account for you at one of my preferred hosting providers. I can set up your site on a server, plus any statistics software such as Google Analytics and I can provide a separate estimate for that. Then, the updates to, and management of that server will be primarily up to you, in instances that do not relate directly to the server code for the YesGetIn application.

## Changes and revisions

I know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. I don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time we estimate I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as I'll provide a separate estimate for that.

## Legal stuff

I can't guarantee that my work will be error-free and so I can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised me of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Phew.

## Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that I create for this project. I'll give you source files and finished files and you should keep them somewhere safe as I'm not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

I'll own the unique combination of these elements that constitutes a complete design and I'll license that you, exclusively and in perpetuity for this project only, unless we agree otherwise, until payments for such work have been completed in full as agreed in this document.

I love to show off my work and share what I've learned with other people, so I reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

## Payments

YESGETIN! IONIC/ANGULAR PROTOTYPE DEVELOPMENT CONTRACT - MARCH 17, 2015 • **EXECUTED:**

**MARCH 18, 2015**

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I'm sure you understand how important it is as a small business that you pay the invoices that I send you promptly. As I'm also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

£700 to be paid on the 30th of April (Noting that I will be on holiday from the 4th April to the 11th and hence be unavailable for communications or work).

£212.50 to be paid weekly over the course of May, with payments to be made on the 8th, 15th, 22nd and 29th of the month to the total of £850 for the month.

Work will be agreed in terms of weekly "sprints" and payment will be subject to adequate performance in each of these weekly sets of work, without nullifying the above termination clause for payment to be made for any work completed up to the point of termination.

Also discussed as was the possibility of back payments to make the payments for these months total £1000 per month, meaning specifically:

£300 to be paid for the work completed in April.

£150 to be paid for the work completed in May.

Making the potential total back-payable amount £450, subject to the procurement of funding or investment from external sources.

### **But where's all the horrible small print?**

Just like a parking ticket, you can't transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.

Oh and don't forget those men with big dogs.

### **The dotted line**

Signed by and on behalf of Ben Nawaz

Signed by and on behalf of Bhavin Makwana

Date 17 March 2015

Everyone should sign above and keep a copy for their records.

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*Ben Nawaz*

BEN NAWAZ

*Bhavin Makwana*

BHAVIN MAKWANA

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