

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Agreement, made and executed this 17th day of October at Quezon City, by and between:

SYSTEM.OUT PRINT CORPORATION, a corporation organized and existing under Philippine laws, with office address at NEDA Complex, Diliman, Quezon City, represented herein by its CEO , Nellie Ann M. Peñaflor, hereinafter referred to as the **CLIENT**;

-and-

TRIX COMPANY, INC., an IT services company, with office address at UP Ayala Technohub, Quezon City, and represented by its President, Diana B. Morada, hereinafter referred to as the **DEVELOPER**;

(each, a “Party” and collectively, the “Parties”)

WITNESSETH: That

WHEREAS, the **CLIENT**, needing an online platform that will contain all pertinent information about the company is interested in acquiring services for the creation of such platform, as listed hereunder (the “**WEBSITE**”) for the domain “systemout.com” ;

WHEREAS, the **DEVELOPER**, which is engaged in the business of IT services, has the capacity to create a **WEBSITE** and is willing to render its service to the **CLIENT** under terms and conditions hereinafter mutually agreed upon;

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereto have mutually agreed as follows:

I. SCOPE OF WORK

The **DEVELOPER** is expected to create a **WEBSITE** following the specifications in the document attached to this contract (See Exhibit A).

II. COMPLETION

1. Deadline

- A. The **DEVELOPER** will create the **WEBSITE** for a period of twenty-one (21) days commencing October 20, 2014 and ending November 10, 2014. The **DEVELOPER** shall submit a **WEBSITE** for the initial evaluation of the **CLIENT** exactly eight (8) days after the commencement of its creation. The **WEBSITE** shall have three (3) revision phases. The **CLIENT** is then given a maximum of two (2) days to request for revisions on the **WEBSITE** from the time the **DEVELOPER** sends the revised version of the **WEBSITE**.
- B. The **CLIENT** is expected to provide all necessary text content, logins, and graphics by October 23, 2014. Should the **CLIENT** fail to do so, the **DEVELOPER** shall not be held responsible for delays that may arise from the delay in providing text content, logins, and graphics. Should the **DEVELOPER** fail to complete the **WEBSITE** by the said deadline due to **CLIENT** delays, the **DEVELOPER** may do any of the following:

- a. Extend the deadline.
 - b. Close the project.
 - c. Create a WEBSITE using only the materials and contents already provided and meet the set deadline.
2. The DEVELOPER shall submit the final WEBSITE to the CLIENT for approval. Should the WEBSITE be approved, the DEVELOPER is expected to submit it to search engines and directories thereafter.

III. FEES

The fee for the whole WEBSITE creation service shall be P60,000. The CLIENT must return this contract signed with half of the amount of the service as initial payment. The remaining half shall be paid after the final WEBSITE is submitted to search engines.

IV. TERMS OF PAYMENT

The DEVELOPER holds ownership of the WEBSITE design and any files created for it until payment is received in full. The WEBSITE ownership is only transferred to the CLIENT once the payment balance is settled. Passwords and necessary information about the WEBSITE shall be released to the CLIENT thereafter.

V. AUTHORIZATIONS

1. The CLIENT authorizes the DEVELOPER to access CLIENT's web host server to upload and download files as needed from the CLIENT directory for the purposes of creating a website.
2. The CLIENT authorizes use of CLIENT's logo and all brand identification in the creation of the website.
3. The CLIENT also authorizes the DEVELOPER to submit CLIENT's site to search engines and to any other directories requested by the CLIENT for marketing purposes.
4. If necessary, the CLIENT authorizes The DEVELOPER to purchase a domain, stock photography, and any other services or materials required for the express purpose of the creation of the CLIENT's website.

VI. COPYRIGHT

The CLIENT represents that all website content that will be provided to the DEVELOPER including logos, photos, illustrations, audio, video, trademarks, and written content are owned by the CLIENT, or the CLIENT has received explicit permission for use, and do not any copyright law.

The CLIENT agrees to indemnify and hold the DEVELOPER harmless against all claims, including but not limited to claims of copyright or trademark infringement, violations of the rights of privacy or publicity or defamation, arising out of use of the work.

VII. PROJECT CANCELLATION

1. By CLIENT

The CLIENT may cancel work on the website at any time by submitting notice to the DEVELOPER through a document signed by the representative indicated in this contract. The DEVELOPER shall send an acknowledgement letter duly signed by their

representative and halt work. Should the project be cancelled after the initial evaluation, the CLIENT shall pay the remaining payment balance.

2. By DEVELOPER

The DEVELOPER reserves the right to refuse service and cancel a website project if necessary, in which case, the balance of the initial payment will be returned to the CLIENT after all applicable fees have been deducted for work completed. The DEVELOPER may cancel project for any reason she deems necessary, including but not limited to CLIENT not providing necessary information, text and graphics in a timely fashion to the DEVELOPER.

VIII. GENERAL PROVISIONS

1. This Agreement shall be governed and construed in all respects, including validity, construction, performance, and effect by the laws of the Philippines.
2. No provision of this Agreement may be waived, except by an agreement in writing by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other provision.
3. This Agreement shall be binding upon the parties, their successors, and assigns.
4. This Agreement may be amended, altered, or revoked at any time, in whole or in part, by the written agreement of the parties hereto.
5. Throughout this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine and neuter shall include the feminine, wherever the context so requires.
6. The headings of Paragraphs are included solely for convenience of reference. If any conflict between the headings and the text of this Agreement exists, the text will control.
7. In case any of the provisions contained in this Agreement be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
8. Any notice required to be in writing under this Agreement shall either be sent by certified mail, return receipt requested, or by personal delivery, or by fax, or by email and shall be considered as received from the party delivering such notice as of the date of the signing of the return receipt in the case of certified mail or upon the date of the signing of a receipt upon delivery in the case of personal delivery.

IN WITNESS WHEREOF, the parties hereunto set their hands this 17th day of October, 2014.

SYSTEM.OUT PRINT
CORPORATION

TRIX COMPANY, INC.

NELLIE ANN M. PEÑAFLO
CEO

DIANA B. MORADA
President

Witness:

Witness:

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City)

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BEFORE ME, a Notary Public for and in Quezon City this 18th day of October, 2014 personally appeared the following:

<u>Name</u>	<u>Passport No.</u>	<u>Place and Date of Issue</u>
NELLIE ANN M. PEÑAFLO	XX0536934	Manila/2/15/2010
DIANA B. MORADA	XX5391813	Manila/1/28/2010

all known to me and to be known to be the same persons who executed the foregoing instrument, signed by the parties including its instrumental witnesses on each and every page hereof and acknowledged to me that the same is their free and voluntary act and deed as well as the corporations they represent.

NOTARY PUBLIC

Doc. No. ____ ;
Page No. ____;
Book No. ____;
Series of 2014.

EXHIBIT A

The Package

Web Design, Coding & Programming

The fee shall be P60,000.00 and shall include the following:

1. 2 Design Concepts (home and sample inside page per study) where the client can choose from. The client can choose one home design concept and choose the inside page design that comes with the other study. The client also has the right to ask for changes on the design concepts presented.
2. Interface Conceptualization & Design
3. Tableless CSS HTML Conversion
4. Up to 3 Revision Phases
5. Up to 40 Web Pages
6. 2 Online Web Forms
7. Logo Design (if required)
8. Javascript Animation
9. Web Quality Stock Photos
10. Online Administration
11. Administrator Login
12. Members Database
13. Facebook Integration
14. Downloadable Documents
15. SMS Update Integration

Sitemap

