

Team Sian Development Services Agreement

Prepared for:
Arvi Ocenar
Iesu Artisan

Created by:
Adrian Garrett C. Sian
Team Sian

This website development services agreement is intended as a legally binding agreement between Adrian Garrett C. Sian (Project Manager) and Arvi Ocenar (Client), collectively known as the “Parties”.

Arvi Ocenar has agreed to allow the above developers to create, develop, test, and host a website according to the above-mentioned scope of work.

Adrian Garrett C. Sian is interested in undertaking such work; and Client and Project Manager mutually desire to set and agree to the following terms and conditions as listed.

Scope of Work

The specific deliverables and project requirements shall be governed by the Scope of Work document which shall be reviewed and approved by the Parties as a document separate from this website development services agreement.

Developer Requirements

Arvi Ocenar hereby retains the services of Adrian Garrett C. Sian to design, develop and host a website and Necessary additional items as listed in accordance with the proposal submitted by Adrian Garrett C. Sian to Arvi Ocenar and signed on September 18, 2021.

Changes to this Agreement or to any deliverables in this contract must be submitted in writing and approved by both parties prior to taking place.

Adrian Garrett C. Sian agrees to notify company if any risks or schedule delays may take place effecting delivery dates and presentation of the final website.

Adrian Garrett C. Sian agrees to personally present said website on December 15, 2021, at a location suitable to both Parties for final approval and acceptance by Arvi Ocenar.

Arvi Ocenar shall provide Adrian Garrett C. Sian with appropriate space and resources for such presentation to take place.

Adrian Garrett C. Sian shall provide all necessary computers and staff to effectively achieve such Presentation.

Web Hosting

Adrian Garrett C. Sian shall provide website hosting services for Arvi Ocenar's website once development is complete. However, if they want to maintain the website hosting, they should shoulder the required fees for every month when it is hosted. Hosting shall be a shared hosting environment with a minimum of 99.9% server uptime.

Adrian Garrett C. Sian agrees to maintain a copy of the client's website on an offline server as a backup to the live site.

All modifications are expected to be completed within 90 business days of developers' acknowledgment depending on level of repair or maintenance request.

Adrian Garrett C. Sian agrees to provide reasonable access to any parties authorized by the Client for purposes of website audits, updates, or modifications.

Design

Adrian Garrett C. Sian agrees to attain design approval from Arvi Ocenar prior to beginning development by submitting detailed design mockups for Arvi Ocenar review.

Arvi Ocenar's website will not include any of the following unless previously agreed upon between both parties.

1. Any destructive, crude, insulting, harassing, violent, sexual or any other inappropriate
2. Any and invisible fields or pages.

All materials to be supplied by client must be provided with compatible file types and sizes.

Until final approval, no portions of above site will be made available to end users without the correct password and username combination.

Upon completion and approval of its final Web Site, or upon termination of this Agreement, whichever occurs earlier, Adrian Garrett C. Sian shall deliver all materials developed during its performance under this Agreement and any other items deemed necessary for the operation of ***iesu-artisan.netlify.app***.

Documentation shall be delivered in either printed or electronic format as agreed upon by both parties. If code is delivered in electronic format, all files shall be provided in compatible file formats.

Adrian Garrett C. Sian agrees they shall maintain website back-ups and one set of the final materials provided for a term up to 3 months

If this Agreement is terminated prematurely or after the agreed backup term, Adrian Garrett C. Sian will destroy all copies, files, and documents related to this website development services agreement.

Pricing

This website development services agreement shall be invoiced on a time-and-materials basis. Adrian Garrett C. Sian shall deliver an invoice every 30 days which details all hours and additional costs that Arvi Ocenar is responsible for. Arvi Ocenar agrees to pay each invoice within 30 days of receipt from Adrian Garrett C. Sian.

Termination

Arvi Ocenar may terminate this website development services agreement at any time by providing written notice via email or certified mail to Adrian Garrett C. Sian.

Adrian Garrett C. Sian may cancel this agreement in the same manner if necessary. In the event that this website development services agreement is cancelled by either party, Adrian Garrett C. Sian shall issue a final invoice for any unbilled time or materials. Arvi Ocenar agrees to pay the final invoice according to the terms of this website development services agreement.

Conflict Resolution

This website development services agreement shall be governed by the prevailing laws of Manila, Philippines. Should any conflicts arise related to this agreement, the Parties agree to seek a suitable resolution through a neutral arbitrator, whose ruling shall be considered final and binding on both parties.

Acceptance

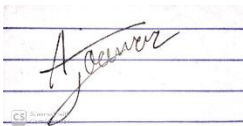
By signing below, the Parties hereby enter into a binding website development services agreement with one another.

Team Sian



9/17/2021
Adrian Garrett C. Sian

Iesu Artisan



10/7/2021
Arvi F. Ocenar