Contract for Ritwik Dutta and Max Keyboard

Project Summary

You (henceforth company/Max Keyboard/client) are hiring Ritwik Dutta (henceforth me/developer) to create a single-use web page with specified targets. The project will be completed in 7-10 days.

Obligations

The client agrees to:
- ❖ enter this contract
- ❖ provide the developer with everything required
- ❖ review the developer's work and provide feedback
- ❖ stick by any deadlines
- ❖ stick to the payment schedule described at the end of this contract

The developer agrees to:
- ❖ enter this contract
- ❖ perform the services required
- ❖ respect the confidentiality of the agreement
- ❖ stick by any deadlines

Work Details

I will create a single *webpage*, consisting of HTML, CSS, and JavaScript. The purpose of the webpage will be to enable users to customize a keyboard with the following choices:

- ❖ layout
- ❖ keycap
- ❖ keycap color
- ❖ keycap font
- ❖ LED color

The webpage will generate a JSON object with the selected criteria. The JSON object will be encoded into base64 and returned to the user. This is the entire functionality of the webpage. Everything in the flow hereafter is not contractually required to be done by the developer, although it may be done at the developer's discretion. I will provide free support to help integrate the project as I see fit. If additional work is requested, a new agreement will be reached.

Cancellation

Cancellation of the contract requires sending one half of the monetary value of the full payment.

Legal Issues

I will take the utmost care and attention to ensure that my code is error-free and adequately future-proofed, but due to the rapidly-evolving nature of web standards, browsers and programming languages it is not possible to guarantee that code will function as intended indefinitely and so I will not be liable to you or any third party 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 me of the possibilities of such damages.

Severability
 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

Third party materials
All third party materials are the exclusive property of their respective owners. I shall inform you of all third party materials that may be required to perform the services or otherwise integrated into the final project. Under such circumstances, I shall inform you of any need to license.

No Exclusivity
The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.
Governing Law. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United Kingdom without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction

Copyright

You guarantee to me that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good self, or that you have permission to use them.

When I receive your final payment, copyright is automatically assigned as follows:
1. You own the graphics and other visual elements that I create for you for this project. I will give you a copy of all files and you should store them really safely as I am not required to keep them or provide any native source files that I used in making them.
2. You also own text content, photographs and other data you provided, unless someone else owns them.

I love to show off my work and share what I have learned with other people, so I also reserve the right to display and link to your completed project as part of my portfolio and to write about the project on web sites, in magazine articles or in books about web design. Of course I will notify you if I do any of these things, and any additional publicity your site gains as a result is of course free of charge. Any mention of the project will have a link back to the site.

Payment

The payment consists of:

❖ one Max Keyboard Blackbird Tenkeyless (TKL) Cherry MX Backlit Mechanical Keyboard
➢ Cherry MX Blue switches and blue backlighting (nocustomization of the keyboard is required or requested)
➢ http://www.maxkeyboard.com/max-keyboard-blackbird-tenkeyless-tkl-cherry-mx-backlit-mechanical-keyboard.html
❖ one Custom R4 "Lightning Bolt" Backlight Cherry MX Keycap
➢ http://www.maxkeyboard.com/custom-r4-lightning-bolt-backlight-cherry-mx-keycap.html

It is of the utmost importance that the following payment schedule be followed.

When the developer is reasonably near to finishing the project (1 to 2 days before the deadline) the payment will be shipped to the developer at 928 Bluebonnet Drive, Sunnyvale, California, 94086, and the tracking number should be sent to the developer.

You cannot transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed.

Please sign below and return this form to me (*note that this is legally binding as an electronic signature*):