

Word Press Website Maintenance Agreement

This Word Press Website Maintenance Agreement (the “Agreement”) is made and effective from 29th January 2024.

Between:

1. **Sunshine Cab** (hereafter called as the “Client”),

And

2. **Webmobril Inc.** (hereinafter called ‘Webmobril’).

Recitals:

- WebMobril will engage its resources for website maintenance whereas, ‘Webmobril desires and offers its services to maintain the Project for the Customer on a yearly basis (Hereinafter called the “Word Press Website”) as per the scope of work defined in the proposal.
- Now, therefore in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

Scope of Work: (Services to be provided by Consultant)

- Monthly Maintenance of Word Press Website and their backend.
- Update the Word Press Website to be compatible with the new version.
- Update the Word Press Website and backend to be compatible with newer versions of third-party libraries and services.
- Regular Data backup and restore.
- Troubleshooting if any bug is reported.
- Figure out issues with code report to the customer and scope out efforts to fix the same
- Scope out and estimate the work for any new assignment (change orders).
- Research on newer technologies and tools and propose good alternatives to ongoing Tools for customers’ benefit.
- Upload newer versions of the Website to the relevant browser.

Commercial Terms:

- USD 200 per Month with 30 hours.
- USD 2,400 for 12 Months Duration with 400 Hours.

All monthly services are good to be done at the given cost so far, they are under defined hours of collective effort per month. (For Website and backend tasks)

Any task(s) that needs more than 20 hours per month should be either done next month or can be estimated as an extra task for the ongoing month and be charged at USD 14/ hour if to be done at once.

Change orders:

- Definition of Change Order: Any change or modification in functionality or feature or UI of the Website required by the customer that is beyond the agreed functional requirements considered in this Agreement will be considered as a 'Change' in the original specifications, and that shall be intimated to Webmobril by the customer or vice versa as a "Change Order" in writing.
- Change Orders do not however cover any bug or glitch fixing produced out of the code written by Webmobril as any "bug" will be fixed by Webmobril free up to 1 month after final delivery (Bug Fixing Warranty).

Assumptions and Dependencies:

- The unit testing of the products will be done at Webmobril premises.
- The Client shall be providing Webmobril with the required credentials of the Website.

Intellectual Property rights and Ownership

- All Intellectual Property (including Source Code, Documentation, and Website Package) during the project is owned by the Customer and will be turned over to the Customer at the conclusion of the project by Webmobril and after the fulfillment of all commercial obligations by the Customer. The customer is the sole owner of the developed software with full IPR.

Term of agreement:

- This Agreement commences on the date it is executed and shall continue until full performance by both parties or until earlier terminated by one party under the terms of this Agreement.

Termination:

The Customer shall, in the event of Webmobril committing any breach of any of the terms and conditions of this agreement or for any other reason considered as sufficient, be entitled to terminate this agreement by giving 2 weeks' notice in writing and it is applicable only when the project is not completed. If the customer terminates the agreement, then the customer shall compensate Webmobril up to the date of termination with a fee calculated on a pro-rata basis.

Webmobril may also terminate this Agreement by giving 2 weeks' notice in writing to Customer. It is applicable only when the project is not completed. In case Webmobril terminates the agreement, it shall hand over the entire project-related IPR, work done to date, and credentials to the customer.


Entire agreement and Governing Law and Jurisdiction:

- This agreement supersedes all oral and written representations and agreements between the parties including, but not limited to any earlier agreement relating to the subject matter thereof.
- This agreement shall be construed, interpreted, and governed by and in accordance with the laws of India. In case the arbitration proceedings fail, an unresolved dispute between Webmobril and the customer is subject to the binding laws of India as a first attempt at formal resolution. Should arbitration fail to resolve and either party wishes to pursue the dispute further, this shall be conducted within the binding laws of India.

Notice:

- Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses may be intimated from time to time:

Hence electronically, the parties have caused their common seal to be affixed to these presents and the duplicate, the day and year first hereinabove written.

For: Sunshine Cab	For WebMobril Inc.
	
Authorized Signature	Authorized Signature