

## **WEBSITE (WEB APP) DEVELOPMENT SERVICES AGREEMENT**

**Sun Planet Company** under the Management of **Mr. Sunday Kojo**, with the principal place of business at No.1 Obadiah shomolu, bariga NG, Bariga 100001, Lagos has requested the service of Olamigoke Philip Arowosola, to create a custom website. This website development services agreement is intended as a legal binding agreement between Olamigoke Philip Arowosola (Developer) and Sun Planet Company (Client), collectively known as the "Parties".

Client has agreed to allow the above developer to create, develop, test and host a website according to the scope of work explained in .

Developer is interested in undertaking such work; and Client and developer mutually desire to set and agree to the following terms and Conditions as listed:

### **1. 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. The scope of the work for Client is listed in Supporting Doc. A to this agreement. Developer will start working on this project within 1 days after Developer receives a signed copy of this Agreement and thirty percent of the total payment from Client. If the scope of work changes after this Agreement, Client and Developer agree to negotiate and sign an amended Supporting Doc. A.

### **2. DEVELOPER'S REQUIREMENTS**

Client hereby retains the service of Developer to design, develop and host a website and necessary additional items as listed in accordance with the proposal submitted by the Developer to Client on [7.11.2018 and 9.11.2018].

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.

Developer agrees to notify Company if any risks or scheduled delays may take place effecting delivery dates and presentation of the final website.

Developer agrees to personally present said website [12weeks from the reception date of the signed agreement and thirty percent part payment of the total payment] at a location suitable to both Parties for final approval and acceptance by Client.

Client shall provide Developer with appropriate space and resources for such presentation to take place.

Developer shall provide all necessary computer and staff to effectively achieve such Presentation.

### **3. PROJECT MILESTONE**

Developer and Client have agreed that Developer will work on this project in Phases. Supporting Doc. B to this agreement list the milestones that Developer and Client have agreed on will apply to each phase of Developer's work for Client. If the scope of work changes after Developer and Client sign this Agreement, Client and Developer agree to negotiate and sign an amended Supporting Doc. B.

### **4. WEB HOSTING**

Developer shall provide website hosting services for the Client's website once development is complete. Hosting shall be a Cloud Hosting with a Cloud Hosting provider with a minimum of 99.9% server uptime.

Developer is in agreement to maintain a copy of the client's website on an offline server as a backup to the live site.

Any and all modifications are expected to be completed within 1-2 business days of developers' acknowledgement depending on level of repair or maintenance request.

### **5. FINAL DELIVERABLES**

Developer will deliver to Client, via internet, within 3 days after Client approves the final deliverable(s), digital files containing Developer's work for Client.

Developer agrees to provide to Client a full functioning website upon the specifications provided by Client (See Supporting Doc. A).

The website created by Developer will be up and running, online, functional and accessible by General-public and real estate agents (known as "users"). Client is informed and understands that Developer will use its best efforts to perform hereunder.

However, Client understands that multimedia applications, websites and software are complicated and imperfect environs. Developer will attempt to cure and remedy any unforeseen glitches, bugs and/or errors, but those efforts will be based upon the original specifications, including agreed upon modifications of Client.

### **6. DESIGN**

Developer agrees to attain design approval from the Client prior to beginning development by submitting detailed design mockups for Client review.

Client'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 content.
2. Any and invisible field or pages.

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

Until final approval, no portions of the 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 occur earlier, the Developer shall deliver any and all materials developed in the course of its performance under this agreement and any other items deemed necessary for the operation of **Spacefindar.com**

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

The Developer agrees they shall maintain websites back-ups and one set of the final materials provided for a term up to 2 years Backup Terms

If this Agreement is terminated prematurely or after the agreed backup term, Developer will destroy any and all copies, files, and documentation related to this website development services agreement.

## **7. ORIGINAL WORK/CONFLICTS/CONFIDENTIALITY**

Developer promises that work does not violate the patent, copyright, trade secrets or other property right of any person, firm or entity. Developer promises that this Agreement does not conflict with any any other contract, agreement or understanding to which Developer is a party. Finally, Developer promises to hold and maintain in strict confidence any confidential information that Client provides (such as proprietary technical or business information), and Developer will not disclose such information to any third party except as may be required by a court or governmental authority.

## **8. PRICING AND PAYMENT**

Client promises to pay Developer the total sum ("Fee") of Eight Hundred and Fifty Thousand (Nigerian Naira) in three payments.

Thirty percent (30%) of the Fee will be due when Client and Developer sign this Agreement and before Developer begins work. Another thirty percent (30%) of the Fee will be due when project milestones are reached. The remaining Forty percent of the Fee will be due immediately before Developer sends Client's final files containing the software that Client approved. Payment will be made using Checks, Cash Deposits, National Bank Transfers. If Client asks Developer to use any third-party content (i.e. stock photos or third party software) that must be incorporated in the software Developer is creating, Client promises to pay Developer the actual cost of licensing that third-party content for work under this Agreement. Client agrees that until Client pays Developer in full, Client will not acquire the rights or license to use or transfer ownership of any software that Developer creates under this Agreement.

The remaining 40% of the fee will be due immediately after client has a fully functioning website as described in Supporting Doc. A hereto.

## **9. COMPENSATION**

Developer agrees that the fees Client owes Developer will cover in full all of the work listed in Supporting Doc. A of this Agreement. Client agrees that if Client ask Developer to make changes or do other work for client that is not covered by this Agreement, Client will pay an agreed upon flat rate in addition to all other amounts Client owes Developer under this agreement.

## **10. FEEDBACK AND ACCEPTANCE**

Client agrees, that Developer cannot complete work for Client or meet agreed upon milestones unless Client gives timely feedback. Client agrees to provide timely feedback so that Developer can understand Client concern, objections or corrections, and Client promises not to unreasonably withhold acceptance of the deliverables Developer will provide Client at each milestone.

Developer and Client agrees to the following acceptance process: Developer will test the software that Developer creates for Client to make sure it's working properly. In turn, Client promises that Client will evaluate the deliverables Developer provided to Client at each milestone in regards to this Agreement and let Developer know in Writing, within 48 hours after Client receives each deliverables, whether Client accepts or rejects it. if Client rejects a deliverable, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable - which client promises to do within forty eight (48) hours after Client receives the corrected deliverable.

When Developer delivers the final files to Client and completes work for Client under this Agreement, Client agrees that Client will test the software in its entirety to determine if Developer completed the work promised. Client promises to let Developer know in writing within seven (7) calendar days after Developer delivers the final files, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable - which Client promises to do within seven (7) calendar days after Client receives the corrected deliverable. This process shall continue until Client accepts the deliverable or seven calendar day passes and Client has neither rejected or accepted a deliverable (at which point it will be deemed accepted). Finally, Client agrees that Developer work on this project will be Complete and the Agreement will end after Client has approved the final files.

## **11. RIGHTS TO THE CLIENT CONTENT**

Client Promises that:

- (a) Developer owns the rights to use anything Client gives- Client Content;
- (b) Using such Client Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity.

Client grants Developer a nonexclusive, nontransferable license to use, reproduce, modify and publish the Client Content solely in connection with Developer's work for Client under this Agreement and the limited promotional

uses as allowed by this Agreement. Client also affirms and represents that this Agreement does not conflict with any other contract, agreement or understanding to which Client is a party.

#### **12. RIGHT BEFORE PAYMENT IN FULL**

Client understands and agrees that until Client pays Developer in full, Developer owns full rights to everything Developer creates for Client under this Agreement. If Client does not pay Developer in full, Client agrees that Developer can complete, exhibit, use and sell the software at Developers' sole and absolute discretion (except that Developer will not be able to use Client Content in such work).

#### **13. RIGHT AFTER PAYMENT IN FULL**

After Client pays Developer in full, Developer assigns to Client Developers right, title and interest in copyright for the final software that Developer creates for Client under this Agreement - contained in the final files that Developers will send to Client for approval.

Client agrees that Developer will retain and Client will not receive any right, title or interest to the preliminary work or preliminary designs that are included with the work Developer creates for Client. If Client needs additional documentation, Developer will sign any further documents reasonably necessary to make sure that the rights Developer is giving Client under this Agreement are properly assigned to Client.

Client agrees that Developer may use Client name/Company name and trademark as a reference in Developers promotional materials. Client also agrees that Developer may include, when referencing Developer's work for Client, a general description of the work under this Agreement.

#### **14. RIGHT TO MAKE CHANGES**

Developer agrees that after Client pays Developer in full, Client may make any changes or additions to the software Developer creates for Client under this Agreement, which Client in Client's discretion may consider necessary, and Client may engage others to make any such changes or additions, without further payment to Developer. Client agrees that if Client asks Developer to make changes or additions to the software after Client approves the final files, Client and Developer will negotiate a separate additional payment for Developer's time to make such changes.

#### **15. RIGHT TO KNOW-HOW**

Developer may incorporate into the software Developer creates for Client various pre-existing development tools, routines, subroutines, programs, data or materials (Know-How). Client agrees that Developer retain all rights, title and interest, including all copyright, patent and trade secret right to that Know-How. Developer agrees that after Client pays Developer in full, Client will receive a nonexclusive, perpetual, worldwide license to use the Know-How in the software that Developer created for Client under this Agreement. However, Client shall not resell or make use of that Know-How in any other manner other than in connection with the software Client receives under this Agreement.

## **16. ASSURANCE**

Developer promises that to the best of Developer's knowledge, the software will not contain any virus, worm, trap door, back door, trojan horse, timer or clock that would erase data or programs or otherwise cause the software to become inoperable or incapable of being used.

## **17. LIMITATION OF REMEDIES**

Developer shall not, under any circumstance, be liable to Client for consequential, indirect, incidental, special, punitive, or exemplary damages or losses arising out of or related to this agreement, even if Developer is advised of the likelihood of such damages occurring. Developer's cumulative liability for any damages arising out of or in any manner related to this agreement (including, but not limited to, claims for breach of contract, breach of warranty, negligence, strict liability, or tort, shall be limited to the amount of the fee paid by Client to Developer under this agreement.

## **18. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive agreement between Client and Developer concerning the work on this project, and it supersedes all other prior agreements, proposals, and representations, whether stated orally or in writing. Developer and Client can modify this agreement in writing, if both Client and Developer sign that modification.

## **19. INDEPENDENT CONTRACTOR**

Client agrees that Developer is an independent Contractor and not Client's employee. Although Client will provide general direction to Developer, Developer will determine, in Developer's sole discretion, the manner and ways in which Developer will create the software for Client. Rights granted to Client by the Developer is contained in the Agreement hereof.

Developer:  
First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:

Client: **SUN PLANET COMPANY**  
Signed By:

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:

## SUPPORTING DOCUMENT A.

**Scope of Work:** The scope of work for the proposed project (Space Findar) covers every aspect of development, modules and functionality that the website: [www.spacefindar.com](http://www.spacefindar.com) and [www.spacefinda.ng](http://www.spacefinda.ng) whose domain name will be bought as part of the project.

Space Findar is a real estate hub where the general public can access its online portal to search and find available apartment/Studio/Land in various environs across different states in Nigeria for short let, rent, lease or purchases. More emphasis is however placed on Lagos State, Nigeria being the Commercial hub of Nigeria and a cosmopolitan city where influx of natives and non-natives is observed to be high.

The Web Application upon completion will have the following in place:

### COMPONENTS {

1. FACTS
2. SEARCH
3. RECENT
4. REGISTER
5. FOOTER
6. CHAT (Agent Support)
7. REPORT
8. DASHBOARD
9. FORMS

}

### FACTS {

#### SHOWS COMPANY STATISTICS {

1. Registered Users
2. Registered Agents
- 3.

}

}

### SEARCH {

A SEARCH TOOL TO ACCESS INDEXED ITEMS FASTER

}

### RECENT {

#### SHOWS RECENT ACTIVITIES BY AGENTS {

1. Houses recently posted
- 2.

}

}

```
REGISTER {  
  TWO ACCOUNT TYPES {  
    1. Agent { More complicated Registration exercise }  
    2. User { Register to create profile, meet up/reach out to other Users,  
              Contact & report posts by agents }  
    3.  
  }  
}
```

```
CHAT {  
  CHAT WITH AN AUTOMATED B.O.T THAT PERFORMS {  
    1. Aids navigation within site  
    2. Handles searches using specific filters  
    3. Receives and process complaints  
    4.  
  }  
}
```

```
DASHBOARD {  
  THREE AVAILABLE DASHBOARD BASED ON AUTH {  
  
    1. Admin {Checkmates all activity within the W.A }  
    2. Agents {Has revocable access to post and perform functions }  
    3. Users {Like, Comment, Save and report posts }  
  }  
}
```

```
REPORT {  
  Opportunity to report certain posts and agents that go against guidelines  
}
```

```
FORMS {  
  Include {  
    1. T&C  
    2. Registration forms  
    3. Complaint form  
  }  
}
```



## **SUPPORTING DOCUMENT B.**

### **Milestones:**

- Purchase of Domain name
- Logo design for Space Findar\*\*\*
- Color Selection and Home page setup.
- Set up of Registration and Login pages.
- Dashboard and profile and account management for users and agents.
- Deployment of the Content Manager Handler
- Others.. \*\*\*