



SOFTWARE DEVELOPMENT AGREEMENT FOR WONDAMART GHANA

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Prepared By

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Prepared For

Wondamart Ghana

SOFTWARE DEVELOPMENT AGREEMENT

BETWEEN:

XWap Studios LLC, a company registered in Ghana (hereinafter referred to as “The Developer”).

AND

Wondamart Ghana (hereinafter referred to as “The Client”).

(The Developer and The Client may be referred to individually as a “Party” and collectively as the “Parties”).

PREAMBLE:

- The Client wishes to build an online system for the purchase of mobile data, including a user wallet and payment gateway integration.
- The Developer has expertise in software development and agrees to build, operate, and maintain this platform for The Client.
- This Agreement outlines the scope of work, payment terms, responsibilities, and other conditions of the partnership.

IT IS HEREBY AGREED AS FOLLOWS:

1. SCOPE OF WORK & DELIVERABLES

1.1. Project Overview

The Developer shall design, develop, and deploy an online mobile data purchasing system with the following functionalities:

- User registration and login.
- Secure user wallet for deposits.
- Integration with a third-party payment processing system to facilitate wallet deposits and direct data purchases.
- Functionality for users to buy mobile data directly or from their wallet balance.
- An automated system to notify The Client of a successful purchase, allowing The Client to manually send the mobile data to the customer.
- A custom web design, with a maximum of 10 pages.
- Basic SEO and social media integration.

1.2. Standard Business Package

The project includes the following services as part of the standard business package:

- One (1) year of free website hosting and database service.
- One (1) year of free domain name service.
- Full website development, including a custom web design.
- HTTPS and SSL security implementation.
- Two (2) rounds of revision during the development phase.
- Three (3) months of maintenance after project completion.

1.3. Project Timeline

The Developer commits to delivering the project within 28 to 35 days from the Project Commencement Date, provided all required information and content are supplied by The Client in a timely manner.

2. FINANCIAL AGREEMENT

2.1. Total Price

The total price for the project is GHS 3,600.00 (Three Thousand Six Hundred Ghana Cedis).

2.2. Payment Schedule

The Client agrees to the following payment schedule:

- **Initial Payment:** An upfront payment of GHS 600.00 (Six Hundred Ghana Cedis) is required to commence the project.
- **Balance Payment:** The remaining balance of GHS 3,000.00 can be paid in installments within three (3) months from the Project Commencement Date. The project will be deployed and handed over upon full and final payment.

3. ROLES AND RESPONSIBILITIES

3.1. The Developer Shall:

- Design, develop, and deploy the agreed-upon system.
- Manage the website hosting, database, and domain for the first year.
- Provide two rounds of revisions during the development phase.
- Provide three months of maintenance and bug fixes after the project is deployed.
- Assist The Client with the integration of the third-party payment processing system, provided The Client has registered and supplied the necessary APIs.

3.2. The Client Shall:

- Provide an initial draft of all written content to be included on the website. Failure to do so may prolong the completion date.
- Provide all necessary media content, such as images and videos.
- Review and approve all content inferred by The Developer before it is published.

- Register for and provide the APIs for the third-party payment processing system required for the platform's functionality.
- Be solely responsible for the manual delivery of mobile data to customers after a successful purchase notification is received.
- Be solely responsible for all customer service inquiries related to the mobile data service, pricing, and delivery.

4. LIMITATIONS & TERMS

- **Revisions & Maintenance:** After the two rounds of revision and the project's completion, The Developer is not obligated to perform a full site redesign or extensive new feature development, but will provide maintenance as agreed upon in Section 1.2.
- **Third-Party Dependencies:** The project's functionality is dependent on The Client providing the necessary API keys from their chosen payment processor. The Developer is not responsible for any delays caused by The Client's failure to provide these credentials in a timely manner.
- **Liability:** The Developer is not responsible for the commercial success of The Client's business model or for any issues arising from the manual delivery process of mobile data. The Developer's liability is limited to the services rendered as defined in this Agreement.

5. GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana. Any disputes shall be resolved in the courts of Accra, Ghana.

6. ENTIRE AGREEMENT

- This document constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements. Any amendment must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For The Developer:

Signature: _____

Name: Ofori - Nketsiah Benjamin

Title: Senior Software Developer

Company: XWap Studios LLC

For The Client:

Signature: _____

Name: _____

Title: Client