

CLIENT – COMPANY AGREEMENT beta version

Description:

This agreement is reached between the company UNV7 (here after referred as company, we, our and us) and the Client (Name: _____)
Address: _____)
(hereafter referred as you and your) on the ____ day of _____ 2008 for the work titled _____ (Brief description of the work _____)
costing USD _____ (In words USD _____) inclusive all taxes and commissions.

The approval of this agreement would be through emails which would have this agreement as an attachment. IF possible both the parties can physically sign the agreement and send it through mail (on the given postal address) or by scanning the signed document and send it as an attachment with the mail of approval.

A- **DESIGN LAYOUT DESIGN AND HTML CONVERSION**

- 1- We agree that we would produce only original designs and not a replica of other designs for your work.
- 2- We would create at the maximum three design layouts for the website (applicable for web based work orders only)
- 3- You have the choice to select any one of them and then we would provide you unlimited version of the same till 30% variation is achieved or till the final version is reached, which ever is earlier.
- 4- There would be no change in the home page design once the final version is achieved and is converted to the html.
- 5- Once the final version of the design is achieved it would be converted to html and most of the major pages inside would be created. All the static pages clubbed together act as a static website and it is called as the wireframe. This wireframe would be sent to you for approval and you can send your feedback within next 48 hrs. (except for the holidays where the time starts from the first hr of the first working day after the holidays).
- 6- Once the final version of the wire frame is achieved there would be no further changes in the designing.
- 7- If you require any changes or you have some new ideas in between the project you can still get the designs and layouts changes by paying at the rate of USD 8 per hr. Anyhow, a design change of 10% (in terms of total time taken for designing) is allowed which would not be charged.

B- **DEVELOPMENT CODING AND PROGRAMMING**

- 8- We would send you a beta listing of all the modules, functionalities, etc for your approval and feedback. Along with this we would also send you few queries that are relevant to the project. You agree to reply all the queries in the best possible manner to help us server you better .
- 9- Depending upon your replies and feedback on the beta listing we would present to you a final listing and mile stones for your formal approval.
- 10- Once you approve the final listing and the mile stones the team would begin the coding and development part and any changes in between regarding the listing or missed out issues from

your end would not be entertained as this delays the entire project. Anyhow a 10% variation in terms of time is allowed.

- 11- For any changes thereof you agree to pay us at the flat rate of USD 8 per hour.
- 12- We agree that we would give you an unconditional functional guarantee of the work do for the **next 6 months (180 days)** from the date of uploading the work on your server. By functional guarantee we mean that any error or bug in the functionality of the site without your or any ones intervention, or without any server based issue. The bug would be rectified by us within a notice of 48 hrs in such case.
- 13- Agreement point #12 applies only in the condition that all the payments are cleared from your end and you send us a written approval of the completion of the work within 10 days from the date of uploading the work.
- 14- Agreement point #13 doesn't apply in case there is a bug, or problem in our coding or design or a proper running of the website. Then the point #13 would be applicable from the date of complete and satisfactory running of the website without the mentioned bugs.

C- **REPORTING UPDATES AND**

- 15- Depending upon the mile stones decided (as in point #9) we would send you a regular updates and queries for reply.
- 16- We expect you to go through the updates, links, details and the work done till then seriously and send you comments and feedback within 48 hrs (in case of holidays 48 hrs of the next two working days)
- 17- In case of failure you agree that we would consider the work done till then as okay and proceed further with the work without any changes. This is just to ensure that the project is completed on time. You might be aware that in a dynamic website a field or data on one page might reflect on other pages as well and any discrepancy in the previous work might lead to a wrong work on the next page as well.

D- **PAYMENTS MILESTONE BASED**

- 18- As a company we believe in fair work and timely payment. As for all your work we have to pay for resources and the team therefore we appreciate a timely milestone based payment. Therefore by approving this agreement you agree that you would pay us on the basis of mile stones that we achieve.
- 19- We request for a payment of 15% as the initiation cost.
- 20- IF you are availing any free facility as mentioned on http://www.unv7.com/our_details-91.html you agree to pay half of the total amount of the project as the initiation cost.
- 21- On our part UNV7 agrees to return you any amount that has reached us as over payment, repeated payment for the same work, incomplete work, or a payment for which you had cancelled the work later on with a prior notice of at least 7 days.
- 22- We agree that you might deduct 3% amount per day from the total project cost as penalty for all the days for any delay in the project that occurs from the faulty work of our team.
- 23- You agree that you would pay us through wire, paypal, or moneybooker. In case you do not agree to the mentioned payment ways you would notify us before the work begins so that we can arrange for the other payment method.
- 24- You agree that you would pay the transaction charges which are usually not more than 3% of the total amount. You might agree that we already bear the cost of various commissions and taxes which accounts to almost 17% of the total cost of the project therefore transaction cost would not be a burden for you.

E- **COPY RIGHT SOURCE CODES / IMAGES / HTML PAGES /**

- 25- We understand that the work we do for you is basically your idea. So this agreement gives you an auto Non Disclosure Agreement right which we follow strongly. By this agreement we agree that we would not replicate, reproduce or duplicate your idea or resources that you provide for any other client. Anyhow, this clause (#25) does not apply on the work that is either a clone of some other work, replica of an idea, a popular idea, a system that already exists or which does not originally generates from your end.
- 26- We agree that you get all the rights on the designs, html, PSD or jpeg images, source code, folders, details, help doc and information once all the payments are cleared by you.
- 27- We agree that we would not use any copy right images, license third party source, source codes, apis, or anything without your written consents.
- 28- By approving this agreement you agree that we have the right to display the final work we do for you on our company portfolio and to our prospective clients for business. In case you do not agree to this clause (#28) then please mention it separately through email on admin@unv7.com with the name of your project work and brief detail. In such case this clause is nullified and we would not display your work in our portfolio, website, or brochures.
- 29- By Displaying of your work (as in clause #28) we mean that we would mention the work as done by us for your (your name, website, and link would be included).
- 30- We agree that we would not use any virus, mal ware, tracking code, api that might harm the website in future, server, user computers, other websites, information and database. Anyhow, we are not responsible for any server generated or third party source generated virus, malware, tracking code, api or anything else that harms the users computer, server, database, website or anything else that might not be legal and authentic in nature.

F- **REFERENCES** YOUR EMAIL ADDRESS ONLY

- 31- By approving or signing this agreement you agree that we can share your email address and phone number with our future prospective or clients as a reference. If you do not agree to this clause then please mention separately through your email to admin@unv7.com with project name and detail. In such case this clause (#31) would be nullified and we would further not share this information.
- 32- As a part of this agreement and a supportive to clause #31 you agree that if any of our clients or prospective contacts you after your prior approval regarding our work and capacities you would give a true feedback and wont speak anything false or negative regarding our work, company, culture, race, work pattern. Anyhow you are free to comment on the work we have done for you and the way we handled it.

G- **RESELL** RESELLING AND REPLICATION OF THE CODES AND DESIGNS

- 33- By this agreement we agree that we would not resell the images, codes, html if all these comes under the clause #25 to #30. This means that if your idea is not - replica, recreation, updated version of an existing idea, general or common - we would not resell it or reuse it. In case if there is any such requirement we would inform you and if you agree, a new agreement would be signed for the same between you, us and the party that requires the development of such idea.
- 34- By this agreement you agree that you too would not replicate our work for selling purpose until and unless there is a separate agreement reached for this purpose.

H- **DATA ENTRY** WORK DATA FEED, PROFILE CREATION, EMAIL EXTRATION

- 35- Data entry is totally different from Coding or designing (data entry here after would include everything that is described in # 38). Therefore under this agreement you agree that we are not responsible for any data entry other than the test data we put while testing the site or while creating the site. Through this agreement you agree that you would not force us for any such type of work.
- 36- Under this agreement we agree that we would not enter any illegal, copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojens, bugs, or politically motivating data in your website while testing it on you web server.
- 37- You agree that for any data entry work that you ask for you would pay us a flat rate of USD 5 per hour.
- 38- Data entry includes, email extraction from other sites and entering it into your website, creating fake or true user profiles, entering figures, names, number, descriptions, images or something similar that is other than normal design and coding work.

Signature - Client

Client Name, Address and telephone #

Signature – Director UNV7

Director Name: _____
253, New Aatish Market, New Sanganer Road
Jaipur, Rajasthan India
Telephone number : 91-141- 3056525

This agreement is the beta version of the final agreement. For any above mentioned points that you do not agree, or the points you want to add separately before the final agreement is reached, please send an email with the point number and the changes or additions you want so that we can produce the final version of the agreement for your approval.

Thanks

CEO

UNV7

Translating Your Ideas to Reality.