

WEBSITE DEVELOPMENT AGREEMENT

1. PARTIES

1.1. This Website Design Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____, (hereinafter referred to as the “**Client**”) and **SYSTEMTECH SERVICE SOLUTIONS**, with an address of **NEPALI BASTI, DIMAPUR NAGALAND**, (hereinafter referred to as the “**Developer**”) (collectively referred to as the “**Parties**”).

2. DESCRIPTION OF THE PROJECT

2.1. Services Included:

- 2.1.1. Domain Name registration for (1) year.
- 2.1.2. 5GB Webspace Hosting, (1) Database, (1) Email for (1) year validity.
- 2.1.3. Web Design and Layout
- 2.1.4. Site content development and configuration.
- 2.1.5. Design, develop and publish the public pages of the website.

3. CLIENT RESPONSIBILITIES

- 3.1. Provide all required content, images, logos, credentials, and other materials necessary for the completion of the project in a timely manner.
- 3.2. Review and provide feedback or approvals within a reasonable timeframe.
- 3.3. Ensure that all materials supplied to the Designer do not infringe upon any third-party intellectual property rights.
- 3.4. The Designer shall not be held responsible for delays caused by the Client’s failure to provide required information or approvals.
- 3.5. The Client shall be solely responsible for the legality, accuracy, and ownership of all content provided for the website.

4. HOSTING AND DOMAIN SERVICES

- 4.1. Unless otherwise agreed in writing, the domain registration, website hosting, and official email services provided under this Agreement shall initially be hosted on the Designer’s chosen server infrastructure.
- 4.2. The Designer shall provide the following as part of the agreed project package:
 - 4.2.1. Domain registration for one (1) year.
 - 4.2.2. Web hosting services for one (1) year.
 - 4.2.3. One (1) Support Email (Domain Based) for one (1) year.

4.2.4. Database for one (1) year.

- 4.3. The Client acknowledges that the Designer will act as the primary administrator of the hosting environment during the active service period for the purposes of deployment, configuration, maintenance, and technical management.
- 4.4. The domain registration, web hosting, and email hosting services included under this Agreement are valid for a period of one (1) year from the date of website deployment or activation.
- 4.5. Upon expiry of the initial one-year service period, the Client may, at its sole discretion:
 - 4.5.1. Renew the domain and hosting services with the Designer, subject to applicable renewal charges; or
 - 4.5.2. Transfer the domain, website, and email hosting services to another hosting or service provider of the Client's choice.
- 4.6. Upon written request from the Client, the Designer agrees to transfer the website files, database, domain management, and/or email hosting services to a server or hosting provider designated by the Client, subject to the following conditions:
 - 4.6.1. All outstanding payments under this Agreement must be cleared in full prior to transfer.
 - 4.6.2. The Client shall provide valid server credentials and technical access required for migration.
 - 4.6.3. Any migration, transfer, reconfiguration, or deployment work beyond the original scope of this Agreement may incur additional charges.
- 4.7. The Designer shall make reasonable efforts to ensure a smooth migration process; however, the Designer shall not be held liable for:
 - 4.7.1. Downtime during migration
 - 4.7.2. Third-party server incompatibility
 - 4.7.3. Data loss caused by external hosting providers
 - 4.7.4. Email delivery interruptions
 - 4.7.5. Technical limitations of the Client's chosen hosting environment
- 4.8. After successful transfer of the website, domain, or email services to the Client or a third-party hosting provider, the Designer shall no longer be responsible for:
 - 4.8.1. Server maintenance
 - 4.8.2. Website uptime
 - 4.8.3. Email functionality
 - 4.8.4. Security management
 - 4.8.5. Backup services
 - 4.8.6. Technical support unless otherwise agreed through a separate maintenance or support agreement.
- 4.9. The Client is advised to maintain regular backups and appropriate security measures after transfer of services.

5. DELIVERY AND TIMELINE

- 5.1. The Designer shall make reasonable efforts to complete the project within the mutually agreed timeline, provided that all required materials and approvals are supplied by the Client on time.

5.2. Grounds for Timeline Extension:

- 5.2.1. Delayed client feedback
- 5.2.2. Additional revisions
- 5.2.3. Scope changes
- 5.2.4. Technical issues beyond the Designer's control

5.3. The Client shall review the delivered work within seven (7) days of delivery. If no written objections are received within this period, the work shall be deemed accepted.

6. **REVISIONS**

6.1. The Client shall be entitled to three (3) rounds of revisions as part of the agreed project scope.

6.2. Additional revisions beyond the included revision rounds shall be billed at INR 2,500 per revision cycle.

7. **PRICE AND PAYMENT**

7.1. The Client agrees to pay the Designer an amount of ₹ _____ and the Designer agrees to invoice the Client for the total amount.

7.2. Late payment charges of ₹300 per month shall apply to overdue payments.

7.3. The Client agrees to pay 75% of the total project amount as an advance before commencement of work and the remaining balance before final deployment or delivery of the website.

7.4. Suspension due to Non-Payment:

- 7.4.1. Services may be suspended after 30 days overdue.
- 7.4.2. Deliverables may be withheld until payment cleared.

8. **NON-REFUNDABLE PAYMENTS**

8.1. Payments made for completed work, domain registration, hosting services, or third-party purchases shall be non-refundable.

9. **SECURITY DISCLAIMER**

9.1. The Designer does not guarantee that the website will be completely free from vulnerabilities, hacking attempts, malware, cyberattacks, or other security threats.

9.2. The Designer agrees to provide reasonable technical support during the active service period, provided that the issue was not caused by unauthorized modifications, third-party software, negligence, or misuse by the Client or external parties.

9.3. Any extensive recovery, malware cleanup, restoration, or security hardening services beyond the original project scope may incur additional charges.

10. **CONFIDENTIALITY**

- 10.1. All terms and conditions of this Agreement and any confidential information must be kept confidential, unless the disclosure is required by law or legal process.
- 10.2. Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Parties.
- 10.3. The obligations under this Clause shall survive the termination or expiration of this Agreement.

11. INTELLECTUAL PROPERTY

- 11.1. All intellectual property, trademarks, logos, content, confidential information, and materials supplied by the Client shall remain the sole property of the Client.
- 11.2. The Designer shall not acquire any ownership rights in such intellectual property.
- 11.3. The Designer will refrain from using such intellectual property upon the termination of this Agreement.
- 11.4. Upon receipt of full payment, the completed website design and developed website files shall become the property of the Client, excluding:
 - 11.4.1. Third-party software.
 - 11.4.2. Licensed plugins.
 - 11.4.3. Fonts.
 - 11.4.4. Stock assets.
 - 11.4.5. Frameworks or tools used in development.
- 11.5. The Designer reserves the right to display the completed project in its portfolio and marketing materials unless otherwise agreed in writing.

12. SERVER ACCESS AND DATA RESPONSIBILITY

- 12.1. The Client shall provide the Designer with all necessary access credentials, permissions, and technical information required for the completion of the project, including but not limited to:
 - 12.1.1. Hosting control panel access
 - 12.1.2. Domain management access
 - 12.1.3. Server credentials
 - 12.1.4. Email configuration details
 - 12.1.5. FTP, cPanel, and database access credentials.
- 12.2. The Designer agrees to use such access solely for the purpose of performing services under this Agreement and shall maintain reasonable security measures to protect all credentials and confidential data.
- 12.3. The Client acknowledges and agrees that:
 - 12.3.1. The Designer shall not be responsible for any issues arising from pre-existing server configurations, third-party hosting limitations, malware infections, hardware failures, internet outages, or unauthorized access by third parties.
 - 12.3.2. The Designer shall not be liable for data loss, corruption, downtime, or security breaches caused by hosting providers, server failures, cyberattacks, or circumstances beyond the Designer's reasonable

control.

12.4. The Client is solely responsible for:

12.4.1. Maintaining backups of website data and content.

12.4.2. Maintaining the security and updates of its internal computers, devices, and networks.

12.4.3. Ensuring antivirus and cybersecurity protection on systems used to access the website or hosting environment.

12.5. Unless specifically agreed in writing, the Designer shall not be responsible for:

12.5.1. Ongoing server administration.

12.5.2. Hardware maintenance.

12.5.3. Computer repair or IT support.

12.5.4. Website maintenance after project delivery.

12.5.5. Security monitoring services.

12.6. Any additional server management, maintenance, troubleshooting, migration, recovery, or technical support services requested by the Client after project completion may be charged separately at the Designer's standard service rates.

13. DATA PROTECTION AND PRIVACY

13.1. The Client shall be solely responsible for ensuring that the website complies with all applicable privacy, data protection, and information technology laws of India, including the Digital Personal Data Protection Act, 2023 and the Information Technology Act, 2000.

13.2. The Client shall be responsible for providing and maintaining any required privacy policy, terms of use, consent notices, or legal disclosures on the website.

13.3. Unless specifically agreed in writing, the Designer shall not be responsible for legal compliance relating to the Client's collection, storage, or processing of user data.

14. FORCE MAJEURE

14.1. Neither Party shall be held liable for any delay or failure in performance caused by events beyond reasonable control, including but not limited to natural disasters, power failures, internet outages, cyberattacks, government actions, or acts of God.

15. AMENDMENTS

15.1. Any amendment to this Agreement must be made in writing and signed by both Parties.

15.2. Accordingly, any amendments made by the Parties will become part of this Agreement.

16. ASSIGNMENT

16.1. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

17. REPRESENTATIONS AND WARRANTIES

17.1. Each Party represents and warrants that it is fully authorised to enter into this Agreement and perform its obligations hereunder.

17.2. Each Party further represents that its performance under this Agreement shall not violate the rights of any third party or any other agreement, law, or governmental regulation applicable to such Party.

18. DISCLAIMER OF WARRANTIES

18.1. The Designer warrants to complete the Services listed in this Agreement in accordance with the Client's requirements and specifications. However, the Designer does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other benefits. The services provided under this Agreement shall be performed in a professional and workmanlike manner.

18.2. In addition to the above, the Designer holds no responsibility towards the Client in the event that the delivered work does not lead to the Client's desired results.

18.3. However, the Designer does not guarantee:

18.3.1. Specific business results

18.3.2. Increased revenue or sales

18.3.3. Search engine rankings

18.3.4. Website traffic

18.3.5. Continuous uninterrupted hosting or internet availability

18.4. The Client acknowledges that website performance may depend on third-party services and external factors beyond the Designer's control.

19. LIMITATION OF LIABILITY

19.1. Under no circumstances shall either Party be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, arising out of or relating to this Agreement, whether based on contract, tort, negligence, or otherwise.

19.2. Designer's liability shall not exceed the total amount paid under this Agreement.

20. SEVERABILITY

20.1. In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

21. TERMINATION

21.1. Either Party may terminate this Agreement by providing written notice to the other Party.

21.2. In the event of termination, the Client shall pay the Designer for all work completed and services rendered up to the termination date.

21.3. The Designer reserves the right to suspend or terminate services in the event of non-payment, abuse, illegal activity, or material breach of this Agreement.

21.4. Any fees already paid shall be non-refundable unless otherwise agreed in writing.

21.5. Upon termination of this Agreement:

21.5.1. All unpaid invoices shall immediately become due.

21.5.2. The Designer may revoke access to unfinished work or hosting services until outstanding payments are settled.

21.5.3. Ownership rights shall transfer only upon full payment.

22. GOVERNING LAW

22.1. This Agreement shall be governed by the laws of India and subject to the jurisdiction of courts located in Dimapur, Nagaland.

23. ALTERNATIVE DISPUTE RESOLUTION

23.1. The Parties shall first attempt to resolve any dispute through good-faith negotiations.

23.2. Any dispute arising out of or relating to this Agreement shall be resolved by arbitration in Dimapur, Nagaland in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both Parties.

24. ENTIRE AGREEMENT

24.1. This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

25. INDEPENDENT CONTRACTOR

25.1. The Designer shall act as an independent contractor and not as an employee, partner, or agent of the Client.

26. NOTICES

26.1. Any notice required under this Agreement shall be made in writing and delivered by email, courier, or registered post.

27. WEBSITE MAINTENANCE

27.1. Unless separately agreed in writing, ongoing maintenance, updates, backups, and technical support after project completion are not included under this Agreement.

28. EXECUTION AND SIGNATURES

28.1. The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

DEVELOPER

Name: Suman Rai

For SystemTech Service Solutions

Signature: _____

Date: _____

CLIENT

Name: _____

For _____

Signature: _____

Date: _____

End of Agreement