

WEB DEVELOPMENT AGREEMENT

This Web Development Agreement (“Agreement”) is entered into as of [Date], by and between:

Client:

[Client Company Name]

[Address]

[Registration Number]

(“Client”)

and

Developer:

[Developer Company Name]

[Address]

[Registration Number]

(“Developer”)

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

1. Scope of Work

1.1 Developer agrees to design, develop, and deliver a web-based project as described in **Schedule A (Statement of Work)** (“Project”).

1.2 The Project may include, but is not limited to:

- UI/UX design
- Front-end development
- Back-end development
- CMS integration
- Third-party integrations
- Testing and deployment

1.3 Any services not explicitly stated in Schedule A shall be considered out of scope.

2. Project Timeline

2.1 The Project shall commence on [Start Date].

2.2 Estimated completion date: [End Date].

2.3 Milestones are defined in Schedule A.

2.4 Delays caused by Client (e.g., late feedback, missing materials) may result in timeline adjustments.

3. Fees and Payment Terms

3.1 The total Project fee is: [Amount + Currency].

OR (if hourly):

Developer shall be compensated at a rate of [Hourly Rate].

3.2 Payment structure:

- [X]% upon signing
- [X]% upon milestone completion
- [X]% upon final delivery

3.3 Invoices are payable within [15/30] days from issuance.

3.4 Late payments may incur interest of [X]% per month.

4. Change Management

4.1 Any changes to the Scope of Work must be agreed upon in writing.

4.2 Additional work shall be billed at:

- [Hourly rate] OR
- Separate agreed fixed price.

4.3 Developer is not obligated to perform change requests without written approval.

5. Client Responsibilities

Client agrees to:

- Provide timely feedback and approvals.
- Deliver all required content (text, images, branding materials).
- Provide access to hosting, domain, or third-party systems as needed.

- Appoint a single point of contact.

Failure to fulfill responsibilities may affect delivery timelines.

6. Acceptance

6.1 Upon delivery, Client shall have [10–15] business days to review and test the Project.

6.2 If no written objections are raised within this period, the Project shall be deemed accepted.

6.3 Developer shall fix documented defects that materially deviate from the agreed specifications.

7. Intellectual Property Rights

Option A – Full Transfer Upon Payment

7.1 Upon full payment, Developer assigns to Client all intellectual property rights in the final deliverables.

7.2 Developer retains ownership of:

- Pre-existing materials
- Frameworks, libraries, reusable code
- Know-how and methodologies

Developer grants Client a perpetual, non-exclusive license to use such components as part of the Project.

Option B – License Model

Alternatively, the Developer grants Client a non-exclusive, perpetual license to use the deliverables.

8. Third-Party Materials

8.1 The Project may include third-party software, plugins, or services.

8.2 Client agrees to comply with third-party license terms.

8.3 Costs of third-party licenses are [included/not included] in the Project fee.

9. Warranties

9.1 Developer warrants that:

- The work will substantially conform to the specifications.
- The work will not knowingly infringe third-party IP rights.

9.2 Warranty period: [30–90] days after acceptance.

9.3 Except as expressly stated, services are provided “as is”.

10. Limitation of Liability

10.1 Developer’s total liability shall not exceed the total fees paid under this Agreement.

10.2 Neither Party shall be liable for indirect, incidental, or consequential damages.

11. Confidentiality

11.1 Each Party agrees to keep confidential any non-public business or technical information.

11.2 This obligation survives termination of the Agreement.

12. Data Protection

12.1 If personal data is processed, Parties shall comply with applicable data protection laws (e.g., GDPR).

12.2 A separate Data Processing Agreement (DPA) may be executed if required.

13. Termination

13.1 Either Party may terminate this Agreement with [X] days written notice.

13.2 Client shall pay for all work performed up to the termination date.

13.3 Upon termination, Developer shall deliver completed work for which payment has been received.

14. Force Majeure

Neither Party shall be liable for delays caused by events beyond reasonable control.

15. Governing Law and Dispute Resolution

15.1 This Agreement shall be governed by the laws of [Country].

15.2 Any disputes shall be resolved by:

- Competent court in [City], or
- Arbitration under [Arbitration Rules].

16. Miscellaneous

- This Agreement constitutes the entire agreement between the Parties.
- Amendments must be in writing.
- If any provision is invalid, the remaining provisions remain in force.

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

Client

Developer