

WEB SITE DEVELOPMENT AGREEMENT

This Web Site Development Agreement is made by and between WebGuru.sg, a business IT consultancy service by **Ideapod Pte Ltd** (Company Registration No. 200921217C) ("Developer"), with its principal place of business at 391B Orchard Road, #13-09 Ngee Ann City Twr B, Singapore 238874 and _____ ("Customer") with its principal place of business at _____.

WHEREAS, Customer desires to retain Developer to develop the World Wide Web site (the "Web Site") for Customer as described in the Development Plan (as defined in Section 1 below);

WHEREAS, Developer desires to undertake the development of the Web Site and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

Section 1. Development Plan. Developer has completed a consultation session with Customer where the specifications and functions of the Web Site has been discussed and agreed upon by both parties, and documented in the Development Plan of which a signed copy shall be attached and forms a part of this Agreement. The Development Plan lays out the following details:

- (a) the objectives, goals and strategic elements of the Web Site;
- (b) a listing of all items and functions to be delivered to Customer (the "Deliverables");
- (c) a schedule containing the timelines for delivery of the Deliverables; and
- (d) a schedule setting forth the amount and timing of Developer's compensation, including provisions for payment of other out-of-pocket expenses.

Section 2. Payment. The total contract price for the Web Site shall be as set forth in the Development Plan and shall be payable in installments according to the payment schedule set forth therein.

Section 3. Changes in Project Scope. If at any time, Customer should desire to change the specifications or other elements of the Development Plan, Customer shall submit to Developer a written proposal specifying such changes. Developer shall evaluate each such proposal and shall submit to Customer a written response within three (3) working days following receipt thereof. Developer's response shall include a statement of the availability of personnel and resources, as well as the effect the proposed changes will have on the price, delivery dates or warranty provisions of this Agreement.

Any changes to the Development Plan shall be evidenced by a " Development Plan Amendment." The Development Plan Amendment shall be signed by authorised representatives of Developer and Customer, and shall be deemed a part of this Agreement. If Developer does not approve the Development Plan Amendment, he shall not be obligated to perform the amendments hereunder.

Section 4. Delays. Developer recognises and agrees that failure to deliver the Web Site according to the Work Plan's delivery schedule will result in expense and damage to Customer. Developer shall inform Customer immediately of any anticipated delays in the delivery schedule and of the actions being taken to assure completion of the Web Site within such schedule. If any delivery date is missed, Customer may, at its sole option, declare a default under this Agreement and may pursue all remedies

set forth in Section 12; provided, however, that Customer shall provide Developer with thirty (30) days to cure the delay prior to declaring a default. Customer may not declare a default hereunder if such delay is caused by any action or failure to act of Customer.

Customer agrees to make available as soon as is reasonably possible to Developer the materials required to complete the site to the agreed standard and within the set deadline. The Developer cannot be held in default of this Agreement in case of delays on the part of the Customer. In such case, the Developer will provide the Customer with written notice that such a delay has occurred. Work on the Web Site shall not resume until the reason for the delay has been resolved by the Customer and notice of its resolution has been provided to the Developer.

Section 5. Post Completion Support / Maintenance / Development .

- (a) Free Support. Developer provides email and phone support for one (1) year and free updates and minor amendments for thirty (30) calendar days after the completion of the Web Site to allow for any minor amendments that may be required. Minor amendments refers to changes to text, menu items, images, modules layout and other tasks not involving significant changes to codes and functions. As a general guide, most changes to the aesthetics, module boxes layouts, colors, texts are considered minor changes and falls within the scope of this provision, while a change to functionality and interactivity is not within the scope of this provision.
- (b) Ad-hoc Requests. Amendments and support requests that do not fall into the scope of this provision, or falls outside the covered periods of this provision, are available on a per case acceptance basis at an hourly rate of SGD 50 with a minimum of two hours.
- (c) Preferred Support Subscription. A preferred support subscription provides priority access to Developer's consultation and web development facilities with guaranteed response time for all enhancements, modifications and maintenance needs. A preferred support subscription will also allow you to enjoy substantial cost savings as development hours are pre-purchased in blocks at preferred rates. (Details of subscription plans and rates can be accessed at : <http://www.webguru.sg/preferred-support-subscription>)

All support requests, regardless of type and mode, are to be submitted online through Developer's website at www.webguru.sg (Client > Service Desk).

Section 6. Authority. Developer and Customer each hereby represent and warrant that the execution, delivery and performance of this Agreement has been duly authorised and that the Agreement is a legal, valid and binding agreement of Developer and Customer, enforceable in accordance with its terms. Developer and Customer further represent that this Agreement does not breach or violate any agreement to which it is a party or to which it is bound.

Section 7. Rights to Work Product. Developer hereby acknowledges that the Deliverables and any other documentation, materials or intellectual property hereunder (collectively, the "Work Product") are works which have been specially commissioned by Customer and are "work made for hire" for Customer and Customer shall own all right, title, and interest therein. Customer shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and, as between Customer and Developer, only Customer shall have the right to obtain a copyright registration on the same which Customer may do in its name, its trade name or the name of its nominee(s). To the extent Developer does not own such Work Product as a

work made for hire, Developer hereby assigns, transfers, releases and conveys to Customer all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.

Section 8. Training. At project completion, Developer shall conduct a two (2) hrs hands-on training session on the usage, management and updating methods of the Web Site and its functions. Instructional support via phone or e-mail will be available to Customer for one (1) year following the training session.

Section 9. Indemnity.

- (a) **Indemnification Against Liability for Infringement:** Developer shall indemnify Customer and any of its officers, directors, employees or agents against all claims, liabilities, costs, damages, fees and expenses (including reasonable legal fees) arising from any breach or alleged breach of warranty under this Agreement or any claim or suit alleging infringement by the Web Site or Deliverables of any patent, copyright, trade secret or trademark rights or any other rights of any third party. Customer shall promptly notify Developer in writing of any third party claim or suit and Developer shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. Customer may participate at its own expense in the defence of any such action at its sole discretion.
- (b) **Indemnity by Customer:** Customer shall indemnify Developer and any of its employees or agents against all claims, liabilities, costs, damages, fees and expenses (including reasonable legal fees) arising from any action based upon any content on the Web Site that is solely provided by Customer.

Section 10. Confidentiality.

- (a) **Confidential Information:** For purposes of this Agreement, the term "Confidential Information" means all information that is not generally known by the public and that: (i) is obtained by Developer from Customer, or that is learned, discovered, developed, conceived, originated, or prepared by Developer during the process of performing this Agreement, and (ii) relates directly to the business or assets of Customer. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of Customer that Customer informs Developer, or that Developer should know by virtue of its position, is to be kept confidential.
- (b) **Obligation of Confidentiality:** During the term of this Agreement, and at all times thereafter, Developer agrees that he will not disclose to others, use for his own benefit or for the benefit of anyone other than Customer, or otherwise appropriate or copy, any Confidential Information, whether or not developed by Developer, except as required in the performance of its obligations to Customer hereunder. The obligations of Developer under this paragraph shall not apply to any information that becomes public knowledge through no fault of Developer.

Section 11. Term of Agreement. This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

Section 12. Termination of Agreement. This Agreement may be terminated by Customer at its sole election upon fourteen (14) days prior written notice to Developer. Upon such termination, 50% of the balance amount under this Agreement shall become due and payable. There shall be no work, whether partial or in full, to be provided to Customer upon such termination.

If this Agreement is terminated by Customer because of Developer's default of his obligations hereunder, Customer may, after fourteen (14) days written notice to Developer and a reasonable opportunity to cure:

- (a) require Developer to immediately deliver to Customer all Work Product developed by Developer under this Agreement and pay Developer all amounts owed for the work performed under this Agreement and accepted by Customer, whereupon Customer shall have complete right, title and interest in such work and all rights, permissions and licenses granted to Customer by Developer under this Agreement shall continue, in perpetuity as royalty-free and fully paid rights; or
- (b) pursue all legal and equitable remedies against Developer.

If Developer terminates this Agreement because of Customer's default, after a fourteen (14) days written notice to Customer and an opportunity to cure, Developer may require:

- (a) Customer to pay the balance amounts then due to Developer under this Agreement for any work which has been completed and accepted by Customer, whereupon Customer shall have complete right, title and interest in such work and all rights and licenses granted to Customer by Developer under this Agreement shall survive as royalty free and fully paid-up; and
- (b) pursue all legal and equitable remedies against Customer.

Section 13. Assignment. Neither party may assign or subcontract its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

Section 14. Location of Web Site. Developer shall provide all HTML files and code to Customer upon completion and acceptance of the final Work Product, after the balance payment is received by Developer. In the case where Customer is not utilising the hosting facilities of Developer for the hosting of the completed Website, Developer shall use his best good faith efforts to assist Customer in the installation of the Web Site to its final location in a timely and efficient manner.

ACCEPTED AND AGREED:

Ideapod Pte Ltd

BY:

BY:

(Signature)

(Signature)

(Name)

(Name)

Date: _____

Date: _____