

Contract Subject: Execution of the software design project titled _____ utilizing _____.

Contract Duration: The contract duration is 12 months, starting from _____ and concluding on _____.

Developer's Commitments:

Performing design-related activities by the developer and accepting quantitative and qualitative responsibility for timely project completion.

Safeguarding and preserving the assets and documents provided by the client, utilizing them optimally for the contract's execution.

Not disclosing documents, information, or materials obtained in the course of design to third parties without written permission from the client. Failure to comply may result in legal action by the client for compensation.

Design and implementation in compliance with scientific standards and design principles.

The client cannot fully or partially subcontract the project.

The developer cannot delegate website support during the contract period.

Website Type: The _____ website is designed as a dynamic website with database functionality.

Contract Amount: The total contract amount , payable at the beginning of the contract. Additional fees for support (SEO) can be requested by the client and will be outlined in a separate agreement. Annual renewals of hosting and domain are the client's responsibility, and failure to renew will result in expiration.

Client's Main Commitments:

Providing necessary web design documents and site data to the developer.

Managing site data after delivery by the company.

Timely payment of invoices and contract amounts.

Project Terms - Part Two: Project Provisions

Project Subject:

The project involves the "design and implementation of a system/software using the platforms " and, if the client requests implementation on another platform, a new contract is required.

The software is (dynamic/static) and includes a web service database (is/is not).

Project Duration:

The project duration is from/...../..... to days, and the technical support period for the project is days.

Project Amount:

The total project amount is US dollars, of which 50% of the design amount is payable before delivering the initial software version.

Project Start Date:

1. After signing and exchanging the contract, the project executor should present it to the client. The client, after receiving the contract, should proceed with the advance payment and submit a written request to the project executor for the payment of 50% of the total contract amount for project implementation.
2. If the project executor cannot fulfill their commitments within the specified period or withdraws from signing the contract without a valid reason, the client can unilaterally terminate the project contract.
3. If the client refrains from making the advance payment within the specified period, the project executor may initiate the termination of the project contract.
4. Receipt of the advance payment is subject to a written request from the project executor, and the project executor can start their commitments without receiving the advance payment. In this case, the client is obligated to pay damages.

Client's Commitments:

1. The client is obligated to provide all the information specified in the specific conditions of the contract.
2. The client cannot make any recommendations to the project executor at any time, as the project has been costed and scheduled based on initial assessments.
3. The client is committed to paying the contract amount according to the specific conditions of the contract to the project executor.
4. The client will introduce the project executor's experts to the relevant units and will issue necessary instructions and recommendations for collaboration with them.
5. If deemed necessary by the project executor and approved by the client, the client will provide a workplace and necessary facilities, at least in accordance with customary practices, for the deployment of the project executor's team at locations related to the client.
6. The client commits not to recruit project executor's experts.

Project Executor's Commitments:

1. The commitments and responsibilities of the project executor under the contract are not limited under any circumstances based on documents, information, or recommendations made by any third party, except as required by law and the directives of competent legal authorities.

2. The project executor considers all information and documents received from the client as confidential and is not authorized to disclose or transfer them to others without the client's permission.
3. From the date of the final delivery of the system/software, the mentioned system/software is under warranty for 2 months. The project executor is responsible for providing support, resolving issues, and addressing potential deficiencies in the system/software during this period free of charge. In the case of unforeseeable problems, the project executor will take action to resolve them, and if the client wishes, a support contract for future years will be negotiated between the parties.
4. The project executor is obligated to address potential issues during the proper functioning of the subject matter of the contract by sending messages via WhatsApp, Telegram, and email upon the client's request.
5. The project executor is required to provide support for the system/software in case of unforeseeable issues and offer services to address potential system problems.
6. The project executor is obliged to prepare monthly backup copies of the database and system/software files according to the specified contract until the end of the support period.
7. The project executor is obligated to provide training services for a single user only. If the client needs additional features and capabilities, the project executor will implement them with associated costs. The project executor must create new features requested by the client, considering the service charges.
8. The project executor is responsible for the implementation and provision of services for all the items mentioned in the special conditions of the contract.

Quality of Services Provided by the Project Executor:

1. The project executor will perform its duties and services precisely according to the conditions specified in the contract and within the framework of laws and regulations. The executor will employ all skills, precision, and efforts to deliver the mentioned services.
2. The project executor will act honestly and faithfully toward the client in all specialized and project-related matters, providing all necessary technical and technological capabilities and skills required for better service delivery.
3. The project management team, permanent experts, and temporary experts collaborating with the project executor carry out all their responsibilities and duties by employing the highest technical standards.

Certificate of Completion and Warranty Period:

After completing tasks, delivering services, and submitting the final report to the client, and upon the client's approval and the supervisor's confirmation, a certificate of commitment fulfillment will be issued by the client within 60 days. Alternatively, the client, in writing and

with specific justifications, may declare the part of the services that did not meet the desired standards, and the project executor must address these reported deficiencies within 60 days.

Confidentiality:

The project executor considers all contract-related matters confidential and, under no circumstances, will disclose information, documents, technical data, experiences, or technical knowledge provided by the client.

Methods and Standards:

1. The client will declare its standards to the project executor before the contract commences. The project executor is obligated to carry out the contract operations within the client's defined standards (as stipulated in the contract text and special conditions) agreed upon previously.
2. If a standard is undefined at any stage, the client and the project executor will mutually agree on its definition.

Contract Termination:

The contract can be terminated under the following conditions:

- 1) At the discretion of either party if the other party declares bankruptcy or is unable to fulfill its commitments.
- 2) At the discretion of either party if the other party is dissolved or requests dissolution.
- 3) By mutual agreement.
- 4) At the discretion of either party if a force majeure situation persists for more than three months.
- 5) At the discretion of the project executor if the suspension of tasks and services exceeds three months.
- 6) At the discretion of the project executor if the client's delay penalty reaches 25% of the contract execution time.

After the contract period expires in the above provision, if necessary, the client will enter into a technical support contract with a new calculation of fees.