

SOFTWARE, APPLICATION, AND WEB DESIGN, DEVELOPMENT, AND SUPPORT CONTRACT

This contract is concluded and becomes binding on _____, in the city of _____,
between the following parties:

Article 1: Parties to the Contract

1-1 Employer: Mr. / Ms. / Company _____ with Registration No. /
National ID / National Code _____ represented by (in case of a company)
_____ residing at _____ Phone
number: _____ Email: _____, hereinafter referred to in this contract as the "Employer".

1-2 Contractor (Executor): Mr. / Ms. / Company _____ represented by
(in case of a company) _____ with Registration No. / National ID /
National Code _____ residing at _____ Phone number:
_____ Email: _____, hereinafter referred to in this contract as the "Contractor".

Article 2: Definitions and Terminology

In order to avoid any ambiguity, the following terms are used with their detailed meanings:

- **Project:** All activities involving the analysis, design, programming, and implementation of the subject of the contract.
- **Bug:** A functional error in the software that causes the output to conflict with the agreed technical documentation (Appendix A) or leads to a program crash.
- **Source Code:** Editable programming codes from which the final output of the project is obtained by compiling or interpreting them.
- **Change Request (CR):** Any request from the Employer to add, reduce, or change features that fall outside the agreed scope in Appendix A.
- **Final Delivery:** The time when the final version of the software is installed, tested, and approved by the Employer according to Article 8.

Article 3: Subject of the Contract

The subject of the contract is to perform all technical and engineering services for analysis, User Interface and User Experience (UI/UX) design, programming (Back-end and Front-end), testing, and deployment of the application/website on the following platforms:

- ☐ Android Operating System
- ☐ iOS Operating System

Article 4: Contract Duration and Scheduling

4-1 The total implementation period of the project from the start date is determined to be working days/solar months.

4-2 Contract Start Date: The start date for calculating the schedule is the date of occurrence of the last of the following conditions:

- (a) Receipt of the advance payment by the Contractor.
- (b) Delivery of all initial information, accesses, and required content by the Employer.

4-3 The exact schedule of implementation phases (Milestones) is specified in Appendix No. 2 (Scheduling).

4-4 Any delay by the Employer in providing information, approving designs, or paying amounts will automatically be added to the total duration of the contract.

Article 5: Contract Amount and Payment Terms

5-1 The total contract amount for performing the subject of Article 3 is set at Rials (equivalent to Tomans).

Note: The above amount is net, and all legal deductions (insurance, taxes, etc.), if applicable, are the responsibility of the Employer / OR / includes legal deductions (depending on the agreement).

5-2 Payment Method:

- **First Stage:** percent of the total amount as an advance payment at the time of signing the contract.
- **Second Stage:** percent after the approval of the initial design (Wireframe/UI) and analysis documentation.
- **Third Stage:** percent after the delivery of the beta version and the start of the testing process.
- **Fourth Stage:** percent after final delivery, training, and delivery of the source code (Good Performance Guarantee).

5-3 The Employer is obliged to settle the account within a maximum of working days after the issuance of the invoice for each stage. Otherwise, the Contractor will be authorized to suspend the project until full settlement.

Article 6: Obligations of the Contractor

6-1 The Contractor is committed to implementing the project using modern programming standards and

Article 7: Obligations of the Employer

7-1 The Employer is committed to introducing a fully authorized technical-executive representative to interact with the Contractor. All approvals by the representative hold the same authority as the Employer's approval.

7-2 Providing all infrastructural prerequisites (Domain, Host, Server, Google Play/App Store accounts, SMS panel, etc.) and paying the costs related to third-party services are the responsibility of the Employer.

7-3 The Employer is committed to responding to inquiries and approving designs within a maximum of working days. Failure to respond within this period will be considered as approval.

7-4 The legal responsibility for all content uploaded to the software (text, images, video, and business licenses such as E-Namad, etc.) rests entirely with the Employer.

Article 8: Delivery and Acceptance Process (UAT)

8-1 After the Contractor announces the completion of each phase, the Employer has working days to review and test the output.

8-2 Possible defects must be reported to the Contractor in writing, documented, and be reproducible. Preferential or taste-based matters not mentioned in the initial technical documentation (Appendix A) are not subject to free amendments and are considered as "changes".

8-3 After fixing the reported defects and receiving re-approval, the phase delivery minute will be formally signed.

Article 9: Change Management (Scope Creep)

9-1 Any feature, capability, or change not mentioned in Appendix A (Scope of Services) requires the issuance of a Change Request (CR) form.

9-2 After receiving the request, the Contractor will announce the estimated additional cost and time to the Employer. The mentioned changes will be executed only after the payment of the cost and written agreement.

Article 10: Intellectual Property

10-1 The ownership of the final product, the material and spiritual rights of exploitation from the final output of the project, and the users' database will belong to the Employer after complete financial settlement.

10-2 The basic tools, intellectual property of libraries, frameworks, general codes, and pre-made modules that belong to the Contractor and are used in this project (Core Engine) are reserved for the Contractor. The Employer merely has a non-exclusive and permanent right to use (License) them within the

Article 11: Support and Warranty

11-1 The Contractor guarantees the correct operation of the software for a period of solar months after final delivery (the warranty period). During this period, fixing potential bugs is free of charge.

11-2 Exclusions from Warranty:

- Changes in the server or hosting made by the Employer.
- Changes in APIs of third-party services (like sudden changes in Google Maps, bank gateways, Instagram, etc.).
- Operating system updates (like the release of a new Android/iOS version) that lead to incompatibility.
- Interference by other individuals in the source code.

These cases will be subject to separate costs or require a distinct Service Level Agreement (SLA).

Article 12: Force Majeure

In the event of unforeseen circumstances beyond the control of the parties, such as war, flood, earthquake, nationwide internet outages, new international software sanctions, etc., making the execution of the contract impossible, the contract is suspended. If this situation continues for more than 2 months, the parties will agree on the termination or continuation of the cooperation.

Article 13: Dispute Resolution

In the case of any dispute regarding the interpretation or execution of the provisions of the contract, the parties will initially resolve the issue through peaceful negotiation. In the case of disagreement within 15 days, the matter will be referred to the arbitration of Mr. / Institution

..... or competent legal authorities, whose decision shall be binding on both parties.

Article 14: Contract Copies

This contract was drawn up in 14 articles and appendix(es) in 2 identical copies, each of which holds the same validity.

Employer's Signature & Seal

Contractor's Signature & Seal