

Contract Details
Terms of agreement

Prepared for – Arthur Lee

Prepared By - The Brihaspati Infotech Pvt Ltd

AGREEMENT FOR
Monthly Ongoing Tasks

Terms and Conditions

1. Authorization

Arthur Lee is engaging 'The Brihaspati Infotech Pvt Ltd ', as an independent contractor for the Monthly Ongoing Tasks of " <https://durapak.net/> " WordPress store.

2. Payment of Fees

Fees to The Brihaspati Infotech Pvt Ltd are due and payable in advance 100% for each month. All payments will be made in US dollars via PayPal.

Following are the Hourly Rates, price and hours defined for the project execution -:

Developer - \$15/- an hour.

The 1-year contract will be divided into following components -:

1. First 3 months - 30 hours a month - \$450 each month

We will cover "small changes, ongoing changes + backup tasks" during this period

2. From 4th to 12th month onwards - 15 hours a month - \$225 each month

We will cover "normal backup + small updates" during this period

3. Scope of Work

[------(See Annexure-A)-----]

4. Legal & License

The Brihaspati Infotech Pvt Ltd warrants that the functionality/tasks contained in this project will meet Arthur Lee requirements and that the operation will be reasonably error-free.

In no event will The Brihaspati Infotech Pvt Ltd be liable to Arthur Lee or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the website, even if The Brihaspati Infotech Pvt Ltd has been advised of the possibility of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

5. Copyrights and Trademarks

Arthur Lee represents to The Brihaspati Infotech Pvt Ltd and unconditionally guarantees that any elements furnished to The Brihaspati Infotech Pvt Ltd for inclusion in the project are owned by Arthur Lee or that Arthur Lee has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend The Brihaspati Infotech Pvt Ltd and its subcontractors from any claim or suit arising from the use of such elements furnished by Arthur Lee.

For this project, all product information, customer information, payment information are commercial secret and will be kept private.

We will not share this project data with any third party.

6. Sole Agreement

The agreement contained in this Contract constitutes the sole agreement between The Brihaspati Infotech Pvt Ltd and Arthur Lee regarding this project.

Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for one year after both parties sign this contract. Continued services after that time will require a new agreement.

7. Initial Payment and Refund Policy

This agreement begins with payment being released. If Arthur Lee wants to halt work and applies for a refund within 4 days, work completed shall be deducted from the initial payment, the balance of which shall be returned to Arthur Lee. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, Arthur Lee shall be liable to pay for all work completed.

No portion of this initial payment will be refunded unless requested within 4 days of signing this contract.

Signed on behalf of 'The Brihaspati Infotech Pvt Ltd' by its duly authorized representative:

Signature:



October 13th 2022

Name: Kunal Khullar

Position: Manager

Signed on behalf of Arthur Lee by its duly authorized representative:

Signature:

Name: Arthur Lee

Position:

Annexure-A

Action Plan -:

Proposed tasks list that we will carry out in monthly contract:

- Trouble Shooting the site for technical issues
- Critical plugin update that affect the performance of the site
- Basic text and design changes
- Add new products to the site.
- Taking 1 complete back up of the site per month. We will either use a WordPress Plugin or discuss with the website hosting company if they have such feature and recover if needed.
- Product changes, minor bugs related to products data.
- New product bulk upload and import.
- Make site working properly by checking Shipping Calculation, Payment Acceptance functions.

Note – We will look to cover as many tasks as possible in the allotted hours for each month. In case some tasks take more time, they will be pushed over either to the next month or will be billed additionally for those.

Key points -:

- We will work on the allotted tasks and complete them whatever is possible within the 30 or 15 hours. If tasks will take additional time, we will take approval from client for extra billing hours.
- If any new feature development, theme creation, plugin update, fixes after plugin update and any other changes or fixes which required time efforts, that will be considered as a new task.

We will evaluate our required efforts and share it with client.

- If any functionality enhancement in existing plugin or creation of any new custom plugin tasks occurs, it will be also considered as a new task.
- Will take tasks on a priority basis.