

CAPULUS TECHNOLOGIES PRIVATE LIMITED

SVK Complex, Basavanahalli Main Road, Chikmagalur - 577101

Ph: 08262-298089 CIN: U72900KA2017PTC103203

Website Development Agreement

It is our intent to serve our Clients to the best of our ability. One way we do this is by having a simple, yet clear agreement between Capulus Technologies Private Limited and the Client.

This WEBSITE DEVELOPMENT AGREEMENT is entered into on 01/08/2018
(Effective Date) between Capulus Technologies Private Limited (Herein after referred to as **Company**) and

DEPARTMENT OF COMPUTER SCIENCE &
ENGINEERING (Herein after referred to as **Client**)

These are the terms of our Agreement together:

1. Purpose and Authorization:

The Client is engaging the Company, for the purpose of developing and/or improving a website or web application to be installed on a web hosting server. The Client authorizes the Company to access this account, and authorizes the Company with "write permission" for the Client's web space wherever applicable.

2. Website Content:

The Client agrees to provide the Company ALL content for the website such as text, images, video and sound in an electronic format. All content is to be arranged by each web page. Client understands that the Company may choose not to begin customization of the website until all content is received. If the Client does not supply the Company complete text and graphics content for all web pages contracted for by the Completion Date as listed in Section 15 of the Agreement, the entire amount of the Agreement becomes due and payable.

3. Designated Client Representative:

To ensure effective communication and an efficient design process between the Client and the Company, the Client agrees to designate a single representative to communicate directly with the Company. The representative will ensure ALL content has reached final approval within their organization before submitting the finalized content to the Company.

Designated Client Representative Information

Name: Dr. Preshpa Parikumar

Phone: 9483523386

Email: flower_sunpr@yahoo.co.in

*Changes made to content that has already been submitted by the representative may result in additional charges.

9. Copyright to Webpages and Designs:

The Company through an agreement has been provided the use of 3rd party toolkits and designs. The design may be used by the Company to build websites for its Clients. These templates are owned by the 3rd party provider and the Client agrees that they will not put them on a diskette, CD, website or any other medium and offer them for redistribution or resale.

Upon final payment of this contract, the Client is assigned rights to use the website, graphics and text contained in the site. Rights to photos, graphics, source code, source files, and computer programs which are not provided by Client are specifically not transferred to the Client, and remain the property of the Company. Capulus Technologies Private Limited retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

10. Age:

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract in India on behalf of the Client.

11. Additional Services and Fees

Client agrees to reimburse the Developer for any Client requested expenses necessary for the completion of the project. Examples would be:

- Purchase of third party services at the Client's request.
- Purchase of specific software at the Client's request.
- Purchase of specific tools/plugins at the Client's request.
- Purchase of specific fonts at the Client's request,
- Purchase of specific photographs/Images at the Client's request.

The Company understands, however, that Clients may request significant design changes to pages that have already built to the Client's specification. To that end, please note that our agreement does not include a provision for significant website modification or creation of additional pages in excess of our agreed page maximum. If significant modification is requested after the website has been built to the Client's specification, we must count it as additional work and it'll be billed as per the norms.

Other services and fees – The Company may agree to provide additional services in relation to the website. The cost for the additional services will be agreed upon in advance between the Client and the Company.

12. Page Modifications by Third Party or Client: Some Clients will desire to independently edit or update their web pages after completion of the site. Note however, the Company is not responsible for any damage created by the Client or agent of the Client. Any repairs required will be assessed at an extra cost.

13. Payment Schedule:

Fees to the Company are due and payable on the following schedule:

- 50% of the estimated cost upon signing of this agreement.
- Remaining balance due once development is completed with the content provided from the Client.

4. Web Hosting and Domain Registration:

The Client understands that any web hosting services require a separate contract with a web hosting service provider. The Client understands that certain features may need to be activated and/or purchased from the web hosting service in order for the web site to function properly. The Company will work with the Client to ensure the correct hosting features are installed on the hosting server. If needed, the Company can secure a web hosting account which support the technology required for the Client's website or web application.

Domain Registration: The Developer will secure a domain name for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by this agreement. These are standard fees, and has to be paid to the service provider.

If the Client already has a domain name, the Company will coordinate with the designated Client representative in redirecting the address to the new host. If the Client desires a specific domain name, which is already owned by another party, negotiations for said domain name must be undertaken by the Client.

5. Website Maintenance:

The Client understands that once the website is completed and installed to the Clients web space the Client takes on the responsibility of maintaining all aspects of the site, such as text, images, video and sound files. On client's request the Company may provide a Content Management System (CMS) which will assist the Client in maintaining the site. The Client is responsible for the cost of the CMS. The Company can make changes to the site as per the Clients request which will be billed as per standard norms.

6. Assignment of Project:

Capulus Technologies Private Limited reserves all the rights to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

7. Legal:

Capulus Technologies Private Limited does not warrant that the contents in the website will be uninterrupted or error free. In no event will Capulus Technologies Private Limited be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising because of the contents of the website or because of the operation of or inability to operate these web pages or web application. If in any case, the published information is found unlawful, inappropriate or violating the agreement, Capulus Technologies Private Limited retains all the rights to remove such contents without any prior notice. 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.

8. Copyrights and Trademarks:

The Client represents to Capulus Technologies Private Limited and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Capulus Technologies Private Limited for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Capulus Technologies Private Limited and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

14. Initial Payment, Final Payment and Cancellation:

The Estimated Cost of this agreement is

This agreement begins with an initial deposit payment of

At the completion of the site, Capulus Technologies Private Limited will provide the Client with a final billing of the actual cost for the site. Payment must be received in full before the web site is published online.

If the Client halts work and applies by registered letter for the cancellation of website to the Company. Within 10 day of the cancellation, any work completed up to the cancellation date will be billed to the Client. The Client is responsible to pay for any work completed which is not covered by the initial deposit.

15. Duration of completion:

Capulus Technologies Private Limited is bound to submit a First Mockup Draft of web site no later than twenty (20) days after the Company receives signed agreement, along with down payment and initial direction from the Client. Client has to provide the Company with all the data needed to complete web site, including text, company logo, and photos. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design. Further, the Company and the Client must coordinate together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than 30 Days. After contract has been paid in full, site will then be made online.

16. Notices:

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be provided to the Capulus Technologies Private Limited by personal delivery or by certified Email.

17. Laws Affecting Electronic Commerce:

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the Company and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client (authorized signature with Rubber Stamp):


11/8/2018
Professor and H.O.D.
Department of Computer Science and Eng.
Date: Adichunchanagiri Institute of Technology
CHIKKAMAGALUR - 577 102


Dr. C. T. JAYADEVA
Principal B.E.,M.Tech.,Ph.D.
Adichunchanagiri Institute of Technology
CHIKKAMAGALURU-577102

For Capulus Technologies Private Limited,
For **Capulus Technologies Pvt. Ltd.**,
 01/08/2018
Authorized Signatory
Authorized Signatory