

WEBSITE DEVELOPMENT AGREEMENT

This agreement is made and entered into on on the date of purchase, between Depeche Code of Warren Industries LLC (hereinafter "DEVELOPER") and the purchasing company (hereinafter "COMPANY").

This agreement is to help protect **BOTH** parties involved in the project. NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COMPANY and DEVELOPER do hereby agree, covenant, and agree as follows:

- 1. DEVELOPER hereby agrees to provide to COMPANY for the services listed on the order made directly on the Depeche Code website. As well as any additional bonus (or bonuses) if given.
- 2. COMPANY hereby agrees to compensate DEVELOPER for the amount purchased directly on the Depeche Code website. If company pays a deposit, the rest of the amount is owed upon project delivery.
- Most payments require half down at the beginning of the project with the rest paid upon project delivery. DEVELOPER will work with COMPANY if any special payment requests are needed depending on the cost of the project (usually for projects quoted over \$15,000).
- 4. DEVELOPER agrees it is not an employee of COMPANY for any purpose whatsoever.
- DEVELOPER agrees that it shall complete the work services within an acceptable amount of time agreed upon. Completion time will vary depending on the size of the project, materials provided by the COMPANY like additional content, etc.
- 6. DEVELOPER agrees to communicate with company within an agreed upon timeframe. DEVELOPER agrees to have communication with the client that spans no longer than 4 weeks without communication. (Simpler projects may not require much communication.)
- COMPANY agrees to work with DEVELOPER regarding any requested revisions/changes to the website and vice versa. DEVELOPER agrees to hold project to a high standard of visual/functional development and to TRY to over deliver on the completed product.
- 8. No waiver of any provision of this Agreement shall be deemed, or shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitutes a continuing waiver.
- 9. All intellectual property created under this agreement remains the sole property of COMPANY.
- 10. If COMPANY chooses to CANCEL an order, it must do so within 7 days after purchase as development can move fast.
- 11. In the event a COMPANY chooses to CANCEL an order AFTER 7 days, DEVELOPER has a right to negotiate with the company but can choose to offer no refund.
- 12. In the event DEVELOPER has more than 4 weeks of no communication (not responding to emails or giving updates), if COMPANY requests refund, then DEVELOPER must comply and refund entire development amount.
- 13. This agreement encompasses the entire agreement of the parties and there are no other agreements, oral or written.
- 14. This agreement may not be modified or amended except in writing with the same degree of formality with which this agreement has been executed.

Developer Signature

Donovan Wells

Date

01/21/18