

All project estimates are valid for 90 days from the date of estimate. Project may be re-estimated if, upon receipt of all project elements, the Developer determines the scope of the project has been altered dramatically from the originally agreed upon concept. Hosting fees will be estimated separately and payment arrangements made between Client and web host.

PROJECT SCHEDULE:

Because we specialize in custom designs and feature development, we can and will give you an educated guess on the time it will take to complete your project, however we cannot guarantee to meet a deadline. We will do our very best, but in design and programming there can be many unforeseen delays.

Minor Projects - 2-4 weeks

Intermediate Projects - 4-8 weeks

Major Projects - 8 weeks and up

PAYMENT SCHEDULE:

___ A deposit in an amount equal to 50% of the total estimated cost is required prior to execution of the project.

___ Payment in full or the remaining balance is to be paid 15 days from receipt of the final invoice for the completed project. Finance charge of 1.5% per month (18% annually) on all overdue balances. We retain the right to refuse to hand over files until the final balance has been paid.

Jirosoft will retain all rights to said work until payment is made in full.

REPRODUCTION OF WORK:

___ The Client assumes full reproduction rights upon payment for completed project.

___ One time reproduction rights for the specified project, at the agreed fee, are granted to the Client. Any other usage must be negotiated.

___ All reproduction rights on the copyrighted work are retained by the Developer. The work may not be reproduced in any form without consent from the Developer.

___ The Developer retains personal rights to use the completed project and any related programming libraries for any purpose. Where applicable the Client will be given any necessary credit for usage of the project elements.

CANCELLATION:

Cancellation fees are due based on the amount of work completed. Fifty percent (50%) of the total fee is due within 30 days of notification that for any reason the job is cancelled or postponed before the final stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the development has been completed. Upon cancellation, rights to the code and functionality revert to the Developer and all prototypes must be returned, including code, data, art or other preliminary material.

REVISIONS:

Revisions may be made only by the Developer at the prototype stage. Additional fees will be charged for revisions made after prototypes are tested and integrated, and for revisions reflecting a new direction to the development, or new feature requirements.

GOVERNING LAW AND VENUE:

The laws of the State of Minnesota shall govern this agreement. Venue for any action hereunder shall be in Hennepin, Minneapolis, United States of America.

ATTORNEYS' FEES:

In the event that a legal proceeding is commenced to enforce or obtain a declaration of rights under this agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the non-prevailing party. In addition, any reasonable attorneys' fees and costs that the prevailing party incurred prior to commencing the proceeding may be recovered

ACCEPTANCE OF AGREEMENT:

The above prices, specifications and conditions are agreed upon by the undersigned. The Developer is authorized to execute the project as outlined in this agreement. Payment of deposit means Client has read and agrees to the terms of this contract.

DEVELOPER

Jirosoft
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CLIENT

Business Name
Contact Name
Address
City, STATE ZIP
PHONE
Email Address

DEVELOPER SIGNATURE

CLIENT SIGNATURE

DATE