

Contract provision



Factors of Production ization. The above d Client (hereinafter referred to as " Client is engaging Span Systems as an independent contractor for the specific purpose of designing software, herein after referred to as " Software Design Project", to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein, or provided on disc at the Client's option. The Client hereby authorizes Span Systems to access this account, and authorizes the Hosting Service to provide Span Systems and its designer, Fawaz, with " full access" to the Client's account, and any other programs needed for this project that are included as part of the Client's service agreement/level.

2. Development.

This Project will be developed using programs exclusively designed and configured by Span Systems and installed by Fawaz.

Compatibility - Designing a program to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. Span Systems represents and warrants that the web site we design for you will work in:

Microsoft Internet Explorer versions 5 and up

Netscape Navigator/Communicator version 4 and up

While Span Systems will make reasonable efforts to design a fully-functional program, our warranty does not cover programs other than those mentioned above or requested special effects that we have advised you against.

3. Assignment of System Design Project.

Span Systems reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

<https://assignbuster.com/contract-provision/>

4. Change Management

4. a This contract shall cover the expectation of the completion of terms on a ninety day basis. This contract does not guarantee that the contract will be completed, but rather that the terms will be revisited and renewed upon consent of all parties. Because Span System technology is continuously evolving and the user and system requirements have grown, especially in the software arena, the parties agree that it is in the best interests of the parties to keep the terms of the agreement, renewable every ninety days.

4. b - " Out of the ordinary" changes, shall be defined as those which were not reasonably foreseeable by either party in accordance with the standard expectations of business.

All software changes must be approved, and scheduled by the Change Management department. This in no way relieves either party of their duty to notify the department if it notices and issue before Change Management is aware of it.

4. c - In the event that within every ninety day period there is a quality control dispute that cannot be reconciled by the parties, production shall be halted until the terms have been agreed upon.

4. d Completion Date.

Mr. Span System technology and the Client shall work together to complete the software design and production. Span System agrees to complete the first phase of the 90 day contract within the Client submitting all necessary materials.