

Website Development Agreement

This Website Development Agreement ("Agreement") constitutes the complete and exclusive agreement between Digital Oracle LLC ("Agency") and the Client ("Client"). This Agreement supersedes all prior written and/or oral statements, conditions, obligations, representations, guarantees, and/or warranties, and sets forth the full understanding between the parties regarding the services described herein. By entering into this Agreement, both parties acknowledge and agree to be bound by its terms and conditions.

The Client acknowledges that they have read and understood this Agreement, and agree to be legally bound by its terms, which are designed to protect the interests of both parties and to ensure the successful completion of the website development project. This Agreement is intended to provide clarity and certainty, prevent misunderstandings, and limit the potential for disputes. It is agreed that this Agreement shall prevail over any other documents or communications between the parties in relation to the subject matter of this Agreement

1. ELECTRONIC SIGNATURE AGREEMENT

This Electronic Signature Agreement is entered into between Digital Oracle LLC and the Client. This Agreement outlines the terms and conditions governing the provision of website development services ("Development Services"). The Client consents to the use of electronic signatures, electronic communications, and electronic records for the execution and delivery of this Agreement. Both parties agree that their electronic signatures are the legal equivalent of their manual signatures on this Agreement.

2. WEB DEVELOPMENT SERVICES

Digital Oracle LLC shall develop all deliverables required as described in this Agreement ("Website Development Agreement"). The Development Services shall be carried out in accordance with the specifications and timelines outlined in Exhibit A. Digital Oracle LLC commits to providing professional services and ensuring that the final deliverables meet the agreed-upon specifications.

3. FEES AND EXPENSES

Client has two payment options:

Option 1: No upfront payment. Recurring fee of \$49.99 per month covering cloud storage, security, and maintenance.

Option 2: Total fee of \$1,500. Non-refundable down payment of \$750 required to commence services. Remaining \$750 due upon the website going live and hosted. No recurring monthly charges; lifetime hosting included. The fees for the Development Services are designed to cover the costs associated with the development, deployment, and maintenance of the Client's website. Digital Oracle LLC will provide detailed invoices for all fees and expenses incurred. The Client agrees to pay all invoices in accordance with the payment terms specified in this Agreement.

4. TERM AND TERMINATION

This Agreement shall commence on the date of execution and shall continue until the completion of the Services as described. The Client may terminate this Agreement for any reason with fifteen (15) days' notice to Digital Oracle LLC. Upon such notice of termination, Digital Oracle LLC will provide an invoice to the Client outlining all costs incurred up to the point of such notice. Such costs shall be due and payable upon termination. Digital Oracle LLC may withhold any deliverables pursuant to the Services until such payment is made in full.

5. DELIVERY

Digital Oracle LLC shall deliver all deliverables pursuant to the Services as described in Exhibit A. If the Website as delivered does not conform with the specifications described in Exhibit A, the Client shall, within fifteen (15) days of the date of delivery, notify Digital Oracle LLC in writing of the ways in which it does not conform with such specifications. Digital Oracle LLC agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity. If such notice is not received within fifteen (15) days, the Website shall be deemed to conform entirely with the specifications described in Exhibit A.

6. CHANGE IN SPECIFICATIONS

The Client may request changes to the specifications outlined in Exhibit A or other aspects of the Agreement. If the Client requests such a change, Digital Oracle LLC will use its best efforts to implement the requested change at no additional expense. In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Website or would result in additional expense to the Client, then the Client and Digital Oracle LLC shall confer, and the Client shall, in its discretion, elect either to withdraw the proposed change or to proceed with the change under a new agreement regarding the additional expense or timeline.

7. PROPRIETARY RIGHTS

The Client shall be the owner of all right, title, and interest in any intellectual property in the Website, and the Services shall be deemed a Work Made For Hire in accordance with the Copyright Act, as amended from time to time. Digital Oracle LLC acknowledges and agrees that the Website will contain valuable proprietary rights and disclaims all rights in such rights. Digital Oracle LLC hereby assigns to the Client without further compensation all of its right, title, and interest in the Website and any and all related intellectual property rights thereto.

8. INTELLECTUAL PROPERTY WARRANTY

Digital Oracle LLC warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services. The Client warrants and represents that any content provided to Digital Oracle LLC to facilitate the performance of the Services shall not violate the intellectual property rights of any third party and shall indemnify Digital Oracle LLC against any claim that results from the provision of such allegedly infringing content.

9. JURISDICTION AND VENUE

This Agreement shall be construed with and governed by the substantive laws of Arizona. Should any claim or controversy arise between the Parties under the terms of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in Arizona, and said state and federal courts for Arizona shall be the only appropriate jurisdiction and venue for such claim or controversy.