

Web design and Hosting Agreement

“The agreement covers businesses of services and products provision offered by InfoCom Center”

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ABOUT THE AGREEMENT

Signed on behalf of InfoCom Center _____ and on behalf of Customer _____

This Agreement is between **InfoCom Center of PO Box 13143, Arusha, Tanzania, Tel. 0787665050** and Customer **(Client's Names, Address & Tel. Number)** the Customer referred to in the Schedule.

The agreement covers businesses of services and products provision offered by InfoCom Center in:

CONSULTING SERVICES

InfoCom Center will provides the following services

1. Domain(s) registration (registration of Tanzania domains like .co.tz, .or.tz, .go.tz, .ac.tz, .ne.tz, .mil.tz, .sc.tz, and or international domains like .com, .net, .info, .org, .biz, .us etc)
2. Domain(s) transfers (transfer of Tanzania domains like .co.tz, .or.tz, .go.tz, .ac.tz, .ne.tz, .mil.tz, .sc.tz, and or international domains like .com, .net, .info, .org, .biz, .us etc from one registrant to another)
3. Domain(s) redirection (redirection of Tanzania domains like .co.tz, .or.tz, .go.tz, .ac.tz, .ne.tz, .mil.tz, .sc.tz, and or international domains like .com, .net, .info, .org, .biz, .us etc and or its sub domain(s) to another domain(s) or sub domain(s))
4. Webdesign & management (design, editing, additions, deletions, redesign and or overhaul)
5. Web programming, (installing to the website server; programs, scripts, database etc)
6. Web uploading, downloading, backing up and or restoration
7. Any combination of the listed offers above

PRODUCTS

InfoCom Center may also supply the Customer with these Products (as will be ordered by Customer and agreed by InfoCom Center) from time to time. In the context of this Agreement, "Products" means any third party software/script provided to the Customer by or on behalf of InfoCom Center pursuant to this Agreement.

1. Web-Software for institutions like hotels, hospitals, pharmacies, schools, professional consulting like services offered by lawyers, doctors, business gurus etc
2. Scripts for specialized web services like emails, polls, surveys, advertising, chatting, broadcasting etc

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3. Any other standalone software

WEB DEVELOPMENT DURATION AND REPORTING

1. The service of developing a static website may take 3 to 7 working days upon receipt of the advance payment and materials obligated by customer in pursuant to this agreement

(by materials obligated by customer; we mean all photos, texts and such web contents expected from the customer.)

CONSULTING RATES, AND OTHER EXPENSES

2. InfoCom Center will provide Services to the Customer and will be entitled to charge the Customer for such Services at the rates specified in the Schedule below.
3. InfoCom Center shall provide the Services By means of:
 - a. Remotely from its own premises and geographical location and will not be required to attend the Customer's premises and or geographical location.
 - b. If InfoCom Center is required to attend the Customer's premises and or geographical location for any reason pursuant to this Agreement, the Customer will reimburse InfoCom Center for reasonable transport and/or accommodation expenses incurred by InfoCom Center in doing so. However this does not include transport or accommodation expenses where the Customer's premises are located within 50kms from InfoCom Center premises.
4. The Customer authorizes InfoCom Center to obtain access to the Customer's website portal and email server by providing required passwords and or user names
5. InfoCom Center will use the access information for web development and uploading only.
6. InfoCom Center will take the following steps to ensure the security of the web and emails contents (insofar as the use of InfoCom Center's systems and the Means of Access are concerned):
 - a) ensuring that no passwords are stored in easily recognizable form on InfoCom Center's own systems in circumstances where a breach of InfoCom Center's own internal security may reveal them;

Signed on behalf of InfoCom Center _____ and on behalf of Customer _____

- b) ensuring that only those employees and contractors of InfoCom Center who are required to access the website and or email server using InfoCom Center's systems and the Means of Access are able to do so;
 - c) ensuring that the website and or email server are not capable of being accessed by a system or user, which transits InfoCom Center's own systems, except as permitted by this Agreement.
7. The Customer indemnifies InfoCom Center against any loss or damage arising directly or indirectly from any unauthorized use of the website and or email server to which InfoCom Center has been granted remote access, provided that such unauthorized use has not arisen as the result of any material breach by InfoCom Center of its own obligations under Clause 10 of this Agreement.
8. The Customer will also reimburse InfoCom Center for all expenses incurred by InfoCom Center on the Customer's behalf or in carrying out its obligations under this Agreement.
9. The Customer will pay InfoCom Center for the cost of any Products (including any licensing that InfoCom Center is required to pay to obtain a sub-license in favor of the Customer for any third party software) together with InfoCom Center's own charge that it levies for handling and/or obtaining any relevant sub-licenses.

PAYMENT OF INVOICES

10. InfoCom Center will be entitled to invoice the Customer three types of invoices if applicable
- i. Advance payment invoice (35%) to be paid at least not later than 14 days from the date of issue
 - ii. The second invoice(s) (%age varies) will be a work progressive invoice to be paid at least not later than 14 days from the date of issue
 - iii. The third and last invoice will be final payment invoice which is 20% to be paid at least not later than 14 days from the date of issue
11. All invoices rendered by InfoCom Center are payable within fourteen (14) days from the date of invoice. The Customer agrees to pay InfoCom Center in full within this time period.

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12. InfoCom Center currently accepts payment in TZS. Only, foreign currencies must be converted to their equivalents amount using current selling rates supplied by Crdb Bank PLC
13. If the Customer fails to pay any invoice by the due date for payment, then without notice shall terminate the ongoing project(s)/work(s), InfoCom Center's shall also charge the cumulative interest of 10% monthly . InfoCom Center shall also take other action explained in this agreement.

CONFIDENTIALITY

14. InfoCom Center will not disclose to any third party or use other than for the purposes of this Agreement any knowledge or information imparted to or obtained by it during or in connection with the fulfillment of this Agreement which is of a secret or confidential nature relating to the business, equipment, processes relating to the equipment, the products, services, process or business strategies offered or employed by the Customer. This obligation of confidence will cease to apply in relation to information that InfoCom Center is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by InfoCom Center of its obligations of confidence under this Agreement.

INTELLECTUAL PROPERTY

15. Unless otherwise agreed in writing by InfoCom Center, the copyright and all other rights relating to any software provided to the Customer by or on behalf of InfoCom Center pursuant to this Agreement (the "Intellectual Property") will remain the property of InfoCom Center or where applicable its third party licensors.
16. Upon payment in full for the Services provided by or on behalf of InfoCom Center pursuant to this Agreement, InfoCom Center grants the Customer a non-exclusive and non-transferable perpetual license to use the Intellectual Property for the Customer's own business purposes, and in the case of the third party software, will obtain a sub-license in favor of the Customer in similar terms.
17. InfoCom Center warrants to the Customer that to the best of its knowledge, it has the right to grant the licenses referred to in this Agreement, and the use by the Customer of any software provided by InfoCom Center will not infringe the rights of any third party.

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18. InfoCom Center also grants the Customer the right to copy the Intellectual Property for the purposes of staff and subcontractor education and system backups. However, the Customer must not copy any of the Intellectual Property for any other purposes.
19. The Customer must not de-compile, disassemble, decrypt, extract or otherwise reverse engineer any part of any software that is provided to the Customer by InfoCom Center without InfoCom Center's or a third party licensor prior written notice
20. The Customer must hold any software (in source and/or in object code) and other materials provided to the Customer by InfoCom Center confidential. The Customer must not disclose any of those materials to any third party without InfoCom Center's prior written consent. The Customer must also take all reasonable steps within its power to protect the Intellectual Property of InfoCom Center.

HIGH RISK ACTIVITIES

21. None of the software or the Products provided pursuant to this Agreement is designed or intended to be fault-tolerant or designed or intended for use as or for use where their failure or malfunction could lead to death, personal injury, or economic, physical or environmental damage ("High Risk Activities"). The term "High Risk Activities" includes but is not limited to on-line control equipment in hazardous environments requiring fail-safe performance (such as in the operation of nuclear website and or email server , aircraft navigation or communications systems, air traffic control, direct life support machines, weapons systems, banking or financial control or reporting systems, or security systems). The Customer warrants that it will not use, distribute or resell any of the Products or the software for any High Risk Activities and that it will ensure that permitted end-users of such Products or software are provided with a notice in the form set out in this Clause. The Customer will indemnify InfoCom Center for any loss, cost, damage or third party claim arising from the Customer's use of any of the Products in High Risk Activities or from any breach by the Customer of this clause.

LIABILITY

22. Except for express undertakings to indemnify and any warranties set out in this Agreement:

Signed on behalf of InfoCom Center _____ and on behalf of Customer _____

- a. To the extent permitted by the law, InfoCom Center expressly excludes all conditions and warranties whether express or implied.
- b. On handing over, InfoCom Center will not be liable of any web site failure cause by mishandling, misuse, of the website as stipulated in this agreement

23. Upon agreed on feature and layout of the website, InfoCom Center will not be liable for any change of mind or any other form of changes that the customer may take to cause the redesign, reset up, reconfiguration or change of current features to the website. In case this occurs, the customer under new terms with InfoCom Center will bear all additional costs that may arise due to these changes.

24. The Customer is solely responsible for the proper backup and protection of all of its software and data, as well as the implementation and maintenance of firewalls and security measures (including proper virus control) in relation to the website and or email server.

ASSISTANCE FOR THE WEBSITE AND OR EMAIL SERVER

25. The Customer will provide InfoCom Center with all reasonable assistance and website and or email server free of charge (including without limitation of the Means of Access and the other Items referred to in the Schedule, office website and or email server , and liaison with the necessary officers and employees of the Customer) in order to permit InfoCom Center to efficiently provide the Services.

NO POACHING

26. The Customer agrees to InfoCom Center that during the period of this agreement and for a period of two years from the termination of this Agreement it will not entice away or attempt to entice away from InfoCom Center any employee of InfoCom Center. The Customer acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of InfoCom Center.

AGREEMENT NON-EXCLUSIVE

27. The Customer acknowledges that InfoCom Center is providing Services to the Customer on a non-exclusive basis and that InfoCom Center may provide services of the same or a similar nature as the Services to any other party.

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TERMINATION

This Agreement may be terminated in the following circumstances:

28. By either party by giving the other party thirty (30) days notice in writing to that effect;
29. Immediately by InfoCom Center by notice in writing if the Customer fails to correct a breach of this Agreement (including any provision as to payment) within fourteen (14) days of receipt of a notice from InfoCom Center of such breach requiring it to do so; or
30. By either party immediately by notice in writing if the other party takes any corporate action or other steps are taken or legal proceedings are started (and are not withdrawn, discontinued or struck out within twenty-one days) for its winding up, liquidation or dissolution (other than for the purposes of reconstruction) or the appointment of an administrator, receiver, receiver and manager, official manager, Liquidator, provisional Liquidator, trustee or similar office of it or of any or all of its revenues and assets ("Insolvency Event"), and such Insolvency Event remains in existence in respect of such party as the time of service of the Notice.
31. On termination of this Agreement however occurring, all moneys unpaid by the Customer pursuant to this Agreement will immediately become due and payable. If such moneys remain unpaid for a period of thirty days then (without prejudice to any other rights that InfoCom Center may have for breach of this Agreement or otherwise) InfoCom Center will be entitled to retake possession of the Products and to disable any software/website scripts provided pursuant to this Agreement (including by remote means) or delete from server all contents uploaded by InfoCom Center or even delete hosting account and disable domain features.
32. The Customer's obligations (including any obligations to indemnify) like Intellectual Property, High Risk Activities, Liability, and InfoCom Center's obligations Confidentiality shall survive the termination of this Agreement for whatever reason.

GENERAL

33. Any notice required or contemplated by this Agreement shall be deemed to have been duly given if it is in writing, properly addressed and delivered personally or mailed by registered or certified mail, postage prepaid addressed or by fax or electronic mail to the Customer or InfoCom Center at

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the address set out in the Schedule or this Agreement or such other address nominated by a party in writing.

34. The Customer may not assign any of its obligations under this Agreement without the prior written consent of InfoCom Center. However InfoCom Center may arrange for subcontractors to perform any of InfoCom Center's obligations under this Agreement.
35. InfoCom Center will not be liable to the Customer or to any third party for any non-performance or delay in the performance of its obligations under this Agreement, if events or conditions beyond its reasonable control cause the non-performance or delay and InfoCom Center gives the Customer prompt notice thereof. In no event will this provision affect Customer's obligation to make payments to InfoCom Center under this Agreement except in respect of Services that are unable to be performed by InfoCom Center, until they can be performed.
36. A failure, delay, relaxation or indulgence by either Party in exercising any right, power or privilege conferred on the Party by this Agreement shall not operate as a waiver of the power or right. A single or partial exercise of any right, power or privilege hereunder does not preclude the further exercise of the same right or the exercise of any other right hereunder. A waiver of a breach does not operate as a waiver of any other breach.
37. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, then;
- a) Where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - b) In any case the offending provision must be severed from this Agreement the remainder of this Agreement shall continue in full force and effect unless such reading down or severance affects the basic nature of this Agreement.
38. This Agreement shall be governed by and must be construed in accordance with the laws of Tanzania United Republic and the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of the same country.

Signed on behalf of InfoCom Center _____ and on behalf of Customer _____

PROJECT SCHEDULE

Customer Legal/Official Name	
Customer Physical Location:	
Customer Postal Address:	
Customer Landline Phone:	
Customer Mobile Phone:	
Customer Fax:	
Customer Email:	
Customer Website:	
Commencement Date:	

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The Items to be provided by the Customer:	Website specific information Digital Photos in JPEG/PNG, at least 1024 X 768 pixels
Means of Remote Access:	Mobile phone, emails and website

Signed on Behalf of InfoCom Center	Signed on Behalf of Customer
Name:	Name:
Title:	Title:
Date:	Date:

Signed on behalf of InfoCom Center _____ and on behalf of Customer _____