

Website & Progressive Web App Development Agreement

PROJECT OVERVIEW

The Developer agrees to design and build a custom website or Progressive Web App (PWA) for the Client. A working demo will first be created for review. The specific features and scope of the project will be discussed and agreed upon before full development begins.

A Progressive Web App is included in the base project price. Native mobile app development for Google Play or the Apple App Store is additional work and will be quoted separately if requested.

The specific features, pages, functionality, design direction, and content requirements are defined in the attached Statement of Work / Project Brief, which both parties have reviewed and approved before the Demo Phase begins.

PROJECT SCOPE & STATEMENT OF WORK

The specific deliverables, features, pages, user flows, design style, and content for this project are defined in the separate Statement of Work / Project Brief document referenced in this Agreement. Both parties must review and approve the scope before the Demo Phase begins.

Any work outside the agreed scope (new features, additional pages, major design changes, third-party integrations, etc.) will be quoted separately and require written approval (via email or signed change order) before work begins. The Developer is not obligated to perform out-of-scope work without such approval.

PAYMENT SCHEDULE

All projects follow this payment structure. Payments are non-refundable once work on that phase has begun.

1. Demo Phase — \$500

Paid before the Developer begins building the demo. The demo is delivered within 2 to 3 weeks. This payment is non-refundable.

2. Project Start — \$4,000

Once the Client approves the demo, they pay \$4,000. This payment officially starts the full development. The \$500 demo fee is credited toward the total.

3. Final Payment — \$4,000

Due when the full website or PWA is complete and ready to launch. This payment is non-refundable. **Total project cost = \$8,500.**

4. MONTHLY MAINTENANCE & HOSTING SUPPORT — \$300 PER MONTH

After the website or Progressive Web App launches, the Client agrees to pay a **\$300 per month** maintenance and hosting fee. This fee covers ongoing hosting on the Base44 platform, security updates and patches, technical support and uptime monitoring, and minor content or functionality adjustments (up to 1 hour per month).

This is a required fee to keep the project hosted and supported on the Base44 platform. If payment is not received within 30 days of the due date, the Developer may suspend hosting and support services (the site may be taken offline or placed in maintenance mode) until payment is made in full. The Client can cancel this ongoing support at any time with 30 days written notice; after cancellation the Client is responsible for exporting their data and moving the project to another host.

LATE PAYMENT

If any payment is more than 7 days late, a \$50 late fee will be added for each additional week the payment remains unpaid. If payment remains unpaid for more than 30 days, the Developer may pause all work on the project. The Client remains responsible for payment of work completed to date.

REVISIONS

The following revision allowances are included in the project price:

- **During Development:** Up to two (2) rounds of minor revisions (text changes, layout adjustments, small visual tweaks) based on Client feedback.
- **After Final Delivery:** One (1) additional round of minor revisions within 14 days of launch.

Revisions are limited to changes that do not alter the original agreed scope. New features, additional pages, or major redesigns outside the original scope will be billed separately at \$75 per hour or a flat rate quote provided in advance. All revision requests must be submitted in writing (email is acceptable).

TIMELINE

- **Demo Phase:** Delivered within 2–3 weeks after the \$500 Demo payment is received.
- **Full Project:** Approximately 6–8 weeks after the \$4,000 Project Start payment is received, depending on the speed of Client feedback, content delivery, and overall project complexity.

Delays caused by the Client (late feedback, missing content, slow approvals) may extend the timeline proportionally.

CLIENT RESPONSIBILITIES

To keep the project on schedule, the Client agrees to:

- Provide all required text content, images, logos, and brand assets in a timely manner.
- Respond to feedback requests and approve milestones within **5 business days** (or notify the Developer of any delays).
- Designate one primary contact person for the project.
- Make payments on time according to the Payment Schedule.

Delays in Client-provided materials or feedback may extend the project timeline and, in cases of extended delay, may result in additional fees to resume work.

INTELLECTUAL PROPERTY

The Developer retains full ownership of all code, designs, templates, and materials created for the project until the final \$4,000 payment is received in full.

Upon receipt of the final payment, the Client receives full ownership and rights to the delivered website or Progressive Web App as hosted on the Base44 platform, and a perpetual, non-exclusive license to use the delivered application.

The Developer retains the right to reuse general techniques, code patterns, and design elements in future projects and may display the completed work in their portfolio.

If the Client later wishes to export the full source code or host the project elsewhere, this will be quoted as a separate service.

DATA PRIVACY & LIABILITY

The Developer agrees to handle all Client data responsibly and in accordance with applicable privacy laws. The Developer will not sell or misuse any personal or business data. The Developer shall not be held liable for any indirect, incidental, or consequential damages that may arise from the use of the website or application.

WARRANTY

The Developer warrants that the delivered website or PWA will function substantially as demonstrated in the approved demo for a period of **30 days** after launch. This warranty covers bugs and errors in the original scope only.

This warranty does **not** cover:

- Issues caused by Client modifications, third-party plugins, or content changes
- Hosting or server issues outside the Developer's control
- Browser-specific rendering differences

After the 30-day warranty period, all support is provided under the Monthly Maintenance & Hosting Support agreement.

CANCELLATION

All payments are non-refundable once work on that phase has begun. If the Client cancels the project after approving the demo, they remain responsible for the full \$4,000 Project Start payment. If the Client cancels during the Full Project phase, they are

responsible for payment of all work completed to date plus a reasonable wind-down fee (not to exceed 20% of the remaining balance).

CONFIDENTIALITY

Both parties agree to keep confidential all non-public information shared during the project, including business details, pricing, technical methods, and Client data. This obligation continues for two (2) years after the project ends.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of laws principles. Any disputes arising under this Agreement shall be resolved in the courts of Iberville Parish or East Baton Rouge Parish, Louisiana.

ENTIRE AGREEMENT

This document represents the full agreement between both parties. Any changes or additions to this agreement must be made in writing and signed by both the Client and the Developer.

CLIENT

Name: _____

Signature: _____

Date: _____

DEVELOPER

Name: **Isaiah Fitte — Vertex Digital**

Signature: _____

Date: _____

© 2026 Vertex Digital. All rights reserved.