

# SOFTWARE DEVELOPMENT AND SERVICE AGREEMENT

Agreement Date: January 12, 2026

---

## PARTIES

**SERVICE PROVIDER:** 47 Industries LLC 11275 52nd Ave N St. Petersburg, Florida 33708

Represented by:

- Dean Sabr, Chief Executive Officer
- Kyle Rivers, President

(Hereinafter referred to as "Provider" or "47 Industries LLC")

---

**CLIENT:** Spark8 Smoke Shop & Hookah Lounge Operating Locations:

- Clearwater, Florida
- St. Petersburg, Florida

(Hereinafter referred to as "Client" or "Spark8")

---

## 1. SCOPE OF WORK

47 Industries LLC agrees to develop and deliver a comprehensive digital platform for Spark8 Smoke Shop & Hookah Lounge, consisting of the following components:

### 1.1 Customer-Facing Website

- Modern, responsive e-commerce website
- Product catalog with categories (Vapes, THC Products, Kratom, Pre-rolls, Puffco, Hookah, etc.)
- Age verification system (21 +)
- Location pages for both Clearwater and St. Petersburg stores
- Current deals and promotions section
- Delivery integration (Gopuff)
- Contact information and store hours

### 1.2 Administrative Dashboard

- Product management (add, edit, delete products)
- Inventory control and tracking across multiple locations
- Order management and processing
- Customer management and purchase history
- Employee account administration

- Multi-location support
- Reporting and analytics
- Settings and configuration

### **1.3 Point of Sale (POS) System**

- Register functionality for in-store transactions
- Clover payment integration
- Real-time inventory sync
- Receipt generation
- Daily sales reporting

### **1.4 Additional Features**

- Rewards/loyalty program administration
  - Delivery operations management
  - Multi-user authentication and role-based access
- 

## **2. PAYMENT TERMS**

### **2.1 Platform Development Fee**

**Total Amount: \$5,000.00 USD (Five Thousand Dollars)**

Payment Schedule:

- 50% (\$2,500.00) due upon signing of this agreement
- 50% (\$2,500.00) due upon delivery and acceptance of the completed platform

### **2.2 Monthly Platform Maintenance Fee**

**Amount: \$100.00 USD per month (One Hundred Dollars)**

This fee covers:

- Server hosting and infrastructure
- Security updates and patches
- Bug fixes for existing functionality
- Technical support during business hours
- Database maintenance and backups
- SSL certificate maintenance

The monthly maintenance fee begins on the first day of the month following platform delivery and acceptance. Payment is due on the 1st of each month.

### **2.3 Payment Methods**

Payments may be made via:

- Bank transfer (ACH)
- Check made payable to "47 Industries LLC"
- Stripe invoice

---

### 3. TIMELINE AND DELIVERY

3.1 The Provider will deliver the completed platform within a mutually agreed timeline following the execution of this agreement and receipt of the initial payment.

3.2 The Client agrees to provide all necessary content, branding assets, product information, and access credentials required for development in a timely manner.

3.3 Delays caused by Client's failure to provide required materials may extend the delivery timeline accordingly.

---

### 4. ACCEPTANCE AND APPROVAL

4.1 Upon delivery, the Client will have fourteen (14) calendar days to review the platform and report any defects or issues that deviate from the agreed scope of work.

4.2 The Provider will address reported defects within a reasonable timeframe at no additional cost.

4.3 If no issues are reported within the review period, the platform will be considered accepted.

---

### 5. FUTURE UPDATES AND MODIFICATIONS

5.1 This agreement covers the initial platform as described in Section 1 (Scope of Work).

5.2 Any additional features, modifications, or enhancements beyond the initial scope will require a separate agreement and negotiation.

5.3 Both parties agree to negotiate future updates in good faith at mutually agreeable rates.

---

### 6. INTELLECTUAL PROPERTY

6.1 Upon full payment, the Client receives a perpetual, non-exclusive license to use the platform for their business operations.

6.2 The Provider retains ownership of any proprietary code, frameworks, or tools used in development that are not specific to the Client's business.

6.3 All Client-provided content, branding, and business data remain the property of the Client.

---

### 7. CONFIDENTIALITY

7.1 Both parties agree to maintain the confidentiality of any proprietary or sensitive business information shared during the course of this agreement.

7.2 This includes but is not limited to: customer data, sales figures, business strategies, and technical specifications.

---

## **8. TERMINATION**

8.1 Either party may terminate the monthly maintenance agreement with thirty (30) days written notice.

8.2 Upon termination of maintenance, the Client remains responsible for their own hosting, security, and technical support.

8.3 The Provider will provide reasonable assistance in transitioning the platform to the Client's control upon termination.

---

## **9. LIABILITY**

9.1 The Provider's liability under this agreement shall not exceed the total amount paid by the Client.

9.2 The Provider is not liable for any indirect, incidental, or consequential damages arising from the use of the platform.

9.3 The Client is solely responsible for ensuring their business operations comply with all applicable local, state, and federal laws.

---

## **10. DISPUTE RESOLUTION**

10.1 Any disputes arising from this agreement will first be addressed through good-faith negotiation between the parties.

10.2 If negotiation fails, disputes will be resolved through binding arbitration in Pinellas County, Florida.

---

## **11. ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements. Any modifications must be made in writing and signed by both parties.

---

## **SIGNATURES**

By signing below, both parties agree to the terms and conditions outlined in this agreement.

---

**47 INDUSTRIES (Provider)**

**Dean Sabr** Chief Executive Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Kyle Rivers** President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

## **SPARK8 SMOKE SHOP (Client)**

### **Authorized Representative 1**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Authorized Representative 2**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

## **PAYMENT SUMMARY**

<b>Description</b>	<b>Amount</b>
Platform Development Fee	\$5,000.00
Initial Payment (50%)	\$2,500.00
Final Payment (50%)	\$2,500.00
Monthly Maintenance	\$100.00/month

---

*This agreement is effective as of the date signed by all parties.*

**47 Industries LLC** St. Petersburg, Florida [www.47industries.com](http://www.47industries.com)