



Service Terms of Agreement

Effective Date: 09/09/2025

Service Provider: INNOVATION IMPERIAL

Client: MEGA INDUSTRIAL SOLUTIONS

1. Project Scope and Specifications

1.1 Specification Document Requirement

Prior to project commencement, the Client (MEGA INDUSTRIAL SOLUTIONS) must provide a comprehensive specification document (the "Spec Sheet") that details all requirements, features, functionalities, and design elements for the online store development project.

1.2 Scope Definition

All work will be performed strictly in accordance with the approved Spec Sheet. The Spec Sheet will serve as the definitive guide for project deliverables and will be considered the complete scope of work for this agreement.

1.3 Specification Review

Upon receipt of the Spec Sheet, the Service Provider (INNOVATION IMPERIAL) will review the document and may request clarifications or modifications to ensure technical feasibility and clear understanding of requirements.

2. Payment Terms

2.1 Deposit Payment

Upon approval of the Spec Sheet, the Client will be invoiced for a deposit of forty percent (40%) of the total project cost. This deposit covers the procurement of necessary tooling, software licenses, development resources, and project initiation costs. This will also serve as commitment from the client(MEGA INDUSTRIAL SOLUTIONS)

2.2 Deposit Due Date

The 40% deposit must be paid within 3 business days of invoice receipt. Project work will commence only after deposit payment is confirmed.

2.3 Final Payment

The remaining sixty percent (60%) balance is due upon completion and delivery of all requirements specified in the approved Spec Sheet. Final payment must be made within 3 business days of project completion notification.

3. Change Management and Additional Work

3.1 Scope Adherence

All development work will be limited to the requirements explicitly outlined in the approved Spec Sheet. Any requests for modifications, additions, or enhancements not included in the original specification will be considered out-of-scope.

3.2 Change Requests

Any work requested outside the scope of the approved Spec Sheet will be classified as a "Change Request" or "Feature Request" and will require separate authorization and payment.

3.3 Additional Work Pricing

Change Requests will be charged as a percentage of the original project cost, determined by:

- Task complexity and integration requirements
- Development time and resources needed
- Impact on existing functionality
- Technical difficulty of implementation

3.4 Change Request Process

All Change Requests must be:

- Submitted in writing by the Client (MEGA INDUSTRIAL SOLUTIONS)
- Reviewed and quoted by the Service Provider (INNOVATION IMPERIAL)
- Approved and paid for before work commences
- Documented with clear specifications and acceptance criteria

4. Project Delivery and Completion

4.1 Completion Criteria

The project will be considered complete when all requirements listed in the approved Spec Sheet have been implemented, tested, and delivered to the Client's satisfaction.

4.2 Delivery Method

Upon completion, the Service Provider will provide the Client with access to the completed online store system and any relevant documentation, credentials, or transfer materials as specified in the Spec Sheet.

4.3 Acceptance Period

The Client (MEGA INDUSTRIAL SOLUTIONS) will have 3 business days from delivery notification to review the completed work and confirm acceptance based on the Spec Sheet requirements.

5. General Terms

5.1 Timeline

Project timeline will be established upon approval of the Spec Sheet and confirmation of deposit payment. Timelines may be adjusted based on Client feedback response times and Change Request implementations.

5.2 Communication

Regular project updates will be provided to the Client. All project communications, approvals, and Change Requests must be documented in writing.

5.3 Intellectual Property

Upon final payment, all custom development work specific to the Client's online store will be transferred to the Client and the software and application will be 100% owned by the client as their intellectual property. Third-party tools, licenses, and frameworks remain subject to their respective terms.

5.4 Support and Warranty

3 months of support will be given to the client (MEGA INDUSTRIAL SOLUTIONS) free of charge for any technical maintenance (e.g downtime) and after the 3 months lapse the client (MEGA INDUSTRIAL SOLUTIONS) will be charged for maintenance depending on the complexity of the maintenance query.

5.5 Force Majeure and Service Provider Indemnification

Innovation Imperial shall be indemnified and held harmless from any liability, damages, or service interruptions caused by circumstances beyond the control of the custom software development, including but not limited to:

- Natural disasters (earthquakes, floods, fires, storms, etc.)
- Hosting platform failures or outages
- Database platform failures or service interruptions
- Third-party service provider failures
- Internet service provider outages
- Power grid failures or electrical outages
- Cyber attacks on infrastructure providers
- Government regulations or actions affecting third-party services
- Any other technical circumstances beyond the scope of the custom software delivered

The Service Provider's responsibility is limited to the custom software functionality as specified in the Spec Sheet. Infrastructure failures, third-party service disruptions, and force majeure events are outside the Service Provider's control and liability. MEGA INDUSTRIAL

SOLUTIONS acknowledges that such events may cause temporary service interruptions and agrees to hold Innovation Imperial harmless for any resulting business losses or damages.

6. Agreement Acceptance

By signing below, both parties acknowledge they have read, understood, and agree to be bound by these terms and conditions.

Service Provider:

Signature/ initials: _____ Date: ____ 09/09/2025 _____

Name: Mcmarsh dzwimbu

Title: chief operating officer

Company : INNOVATION IMPERIAL

Client:

Signature: _____ Date: _____

Name:

Title

Company:
