

Freelance Software Engineer Contract

14FEB2024

Description:

Software Engineer will create a basic prototype that showcases the core functionality of Simply Streaming. Establishing a basic prototype to exhibit core functionalities, allowing users to create profiles, import watch lists, and apply basic filters.

Deliverables:

1. Features:
 - 1.1. Basic User Profile for watch lists
 - 1.2. Basic Filtering
 - 1.3. Database with test data
 - 1.4. Exporting lists as a file for sharing
 - 1.5. Content Pages
2. Cloud Services
 - 2.1. Basic cloud services
 - 2.1.1. free google server, or to locally host as needed.
3. General Design Implementation
 - 3.1. simple and clean interface focusing on core features.
4. Documentation
 - 4.1. System Requirements Specification (SRS)
 - 4.2. System Design Specification (SDS)
 - 4.2.1. Diagrams of how the software will function.
 - 4.3. Setup and installation instructions
 - 4.4. Weekly meeting Notes and Progress Report

Any changes needed by the engineer due to design constraints will be noted on SDS and need to be agreed to by both parties.

Any changes needed by the client will be noted on the SRS and need to be agreed upon by both parties.

Schedule:

Work will occur between the start date of 3/25/2024 and the end date of 3/25/2025. The 'rough' work will be submitted to the Client for review before final delivery.

Client agrees to approve submission and give feedback before the agreed deadlines. Failure to give timely responses will require an extension to the final deliveries or an additional 'rush fee' to meet the original end date.

Usage/Copyright:

Any usage rights not explicitly stated here are reserved to the Software Engineer. Any additional use beyond the expressed use granted will require the arrangement of a separate fee.

Client rights to use the work and hold the expressed grant of rights in conditional only upon the receipt of full payment and upon the Client's compliance to the terms of agreement.

Payment:

Client agrees to pay the Software Engineer \$18,000 USD for the work. The Software Engineer will deliver final deliverables to the client only after the Software Engineer has received the payment in full.

Failure to send final payment within 30 days of invoicing will result in contract termination.

Payment for the work is due within 30 days of final delivery. Late payments incur a fee of 2.5% per month.

Termination:

The Software Engineer and Client have the right to terminate this contract at any point.

Client agrees to pay the following cancellation fees within 30 days of notice of project cancellation, at any time for any reason, before the final delivery: 25% of the total fee after first round of revisions delivery, 50% of the total fee after rough delivery, 100% of the total fee is due if the final work is complete, despite project termination.

In the event of project termination, any deposits already paid to the Artist are non-refundable.

Upon cancellation, all rights to the work will return to the Software Engineer. Client must return original work and/or permanently delete all copies of the work, including sketches and concepts within 30 days of project termination.

Revisions:

Client is entitled to one round of revisions after the 'rough' stage of development, and one round after revisions after the final delivery. The Software Engineer will be compensated \$1000 for each additional revision if requested by the client.

For revisions requiring significant change or reflecting a new direction to the project, an additional fee reflecting a new direction to the project, an additional fee reflecting the workload will be requested.

The Software Engineer shall be given the first opportunity to make any revisions of the work requested by the client. Alterations made to the work are not permitted without approval from the Software Engineer. After final delivery, any alterations requested will require an additional fee.

Credit and Copies:

Client will make every effort to include credit to the Software Engineer in any promotion of the work.

The Software Engineer shall receive name credit on the work, suitable to the context it will be used. If the final work is in print, Client agrees to print the credit clearly on the product. If the final work is digital, Client agrees to publish the credit and include a link to the Software Engineer's website and social media handles when possible.

The Software Engineer reserves the right to display all contributions to the work, including preliminary drafts in their portfolio and social media platforms, and to submit the work to competitions and annuals.

Client agrees to provide the Software Engineer with 2 sample copies of any printed material.

Expenses:

Client will reimburse Software Engineer for all agreed expenses arising from the project. Artists must obtain written approval from Client for any additional expenses.

Signatures and date signed:
(Software Engineer)

(Client)
