

SOFTWARE DEVELOPMENT AGREEMENT – Simplified Summary

1. **Date:** Signed on **22 August 2025**.
2. **Parties:**
 - **Client:** FreshHarvest Organics Pvt. Ltd., 101, First Floor, Pride Plaza, Senapati Bapat Road, Pune – 411016.
 - **Developer:** CodeGenius Infotech LLP, 3rd Floor, Innovate IT Park, Vashi, Navi Mumbai – 400703.
3. **Project Purpose:**
 - Client wants a mobile application for its e-commerce operations.
 - Developer will design and deliver the app named “**FreshHarvest**” for iOS and Android.
4. **Scope of Services (Annexure A):**
 - Mobile app for **iOS** and **Android**.
 - Web-based **Admin Panel** for managing users, products, and orders.
 - Features:
 - User registration/login (Email, Mobile OTP, Social Media).
 - Product catalogue with search/filter.
 - Shopping cart and wishlist.
 - Secure payment gateway (Razorpay/PayU).
 - Order tracking and history.
 - Push notifications.
 - Customer profile management.
5. **Project Cost:**
 - Fixed cost: **₹15,00,000** (exclusive of GST).
6. **Payment Schedule:**
 - 30% (₹4,50,000) on signing the Agreement.
 - 30% (₹4,50,000) after approval of UI/UX designs & wireframes.
 - 30% (₹4,50,000) on delivery of first beta version.
 - 10% (₹1,50,000) on final deployment and acceptance testing.
7. **Timeline (Annexure A):**
 - UI/UX Design: 4 weeks.
 - Development & Alpha Build: 10 weeks.
 - Beta Testing & Revisions: 4 weeks.
 - Final Deployment & Acceptance: 2 weeks.
 - **Total: ~20 weeks.**
8. **Acceptance Testing:**
 - Client has **14 business days** to test after delivery.
 - If issues are found, Developer must fix them at no extra cost.
 - If no issues are reported in 14 days → software is deemed accepted.
9. **Intellectual Property (IP) Rights:**
 - After **full payment**, all rights to source code, object code, and documentation transfer to the **Client**.
 - Developer keeps ownership of its pre-existing tools/libraries used.
10. **Change Requests:**
 - Any scope changes must be written and agreed upon in a **Change Order**, including new costs/timelines.
11. **Warranty & Support:**
 - Developer provides a **90-day warranty** from final acceptance.
 - Fixes for bugs/defects during this period are free.

12. Confidentiality:

- Both Parties must keep business, technical, and financial info confidential.

13. Governing Law & Jurisdiction:

- Governed by **Indian law**.
- **Mumbai courts** have exclusive jurisdiction.

14. Signatures:

- For Client: **Rina Mehta, Director**.
- For Developer: **Sameer Shah, Designated Partner**.