

SOFTWARE DEVELOPMENT SERVICES AGREEMENT

Contract No. SDA-2024-0892

1. PARTIES

This Software Development Services Agreement ("Agreement") is entered into as of January 15, 2024 ("Effective Date"), by and between:

CLIENT: TechCorp Solutions Inc., a Delaware corporation with its principal place of business at 500 Innovation Drive, San Francisco, CA 94105 ("Client").

DEVELOPER: DevPro Agency LLC, a California limited liability company with its principal place of business at 200 Startup Blvd, Austin, TX 78701 ("Developer").

2. SCOPE OF SERVICES

Developer agrees to provide the following software development services ("Services") to Client:

- 2.1 Design and development of a customer-facing web application ("Platform") including frontend, backend API, and database architecture.
- 2.2 Integration with third-party services including Stripe payment processing, SendGrid email, and AWS S3 storage.
- 2.3 Unit testing, integration testing, and quality assurance with a minimum 85% code coverage target.
- 2.4 Deployment to AWS cloud infrastructure including CI/CD pipeline setup.
- 2.5 Technical documentation, including API documentation and system architecture diagrams.

3. PAYMENT TERMS

3.1 Total Contract Value: The total compensation for Services under this Agreement is USD \$180,000 ("Contract Price").

3.2 Payment Schedule:

- 25% (\$45,000) upon signing of this Agreement.
- 25% (\$45,000) upon completion of Phase 1 (Design and Architecture).
- 25% (\$45,000) upon completion of Phase 2 (Core Development).
- 25% (\$45,000) upon final delivery and Client acceptance.

3.3 Invoices: Developer shall submit invoices within 5 business days of each milestone completion. Client shall pay all undisputed invoices within 30 days of receipt.

3.4 Late Payments: Amounts not paid within 30 days shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.

4. PROJECT TIMELINE

4.1 The project shall be completed within 6 months from the Effective Date, with the following milestone schedule:

- Phase 1 – Design & Architecture: Weeks 1–4
- Phase 2 – Core Development: Weeks 5–16
- Phase 3 – Testing & QA: Weeks 17–20
- Phase 4 – Deployment & Handover: Weeks 21–24

4.2 Delays caused by Client's failure to provide required materials, feedback, or approvals within 5 business days shall result in a corresponding extension of the project timeline at no additional cost to Developer.

5. INTELLECTUAL PROPERTY

5.1 Work for Hire: Upon receipt of full payment, all work product, source code, designs, documentation, and deliverables created by Developer specifically for this project ("Deliverables") shall be considered work made for hire and shall be the sole and exclusive property of Client.

5.2 Pre-existing IP: Developer retains ownership of all pre-existing tools, frameworks, libraries, and methodologies ("Developer IP"). Developer grants Client a non-exclusive, perpetual, royalty-free license to use Developer IP solely as incorporated in the Deliverables.summarization

5.3 Open Source: Developer may incorporate open-source components subject to licenses compatible with Client's intended use. Developer shall disclose all open-source components used.

6. CONFIDENTIALITY

6.1 Each party agrees to keep confidential all non-public information of the other party ("Confidential Information") and not to disclose it to any third party without prior written consent.

6.2 This confidentiality obligation shall survive termination of this Agreement for a period of 3 years.

6.3 Confidential Information does not include information that is publicly available, independently developed, or required to be disclosed by law.

7. WARRANTIES AND REPRESENTATIONS

7.1 Developer warrants that all Services will be performed in a professional and workmanlike manner consistent with industry standards.

7.2 Developer warrants that the Deliverables will function materially in accordance with the agreed specifications for a period of 90 days following final delivery ("Warranty Period").

7.3 Developer warrants that the Deliverables shall not infringe upon any third-party intellectual property rights.

8. LIMITATION OF LIABILITY

8.1 In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility of such damages.

8.2 Developer's total aggregate liability under this Agreement shall not exceed the total amount paid by Client to Developer in the 3 months preceding the claim.

9. TERMINATION

9.1 Termination for Convenience: Either party may terminate this Agreement upon 30 days written notice to the other party.

9.2 Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within 15 days of receiving written notice.

9.3 Effect of Termination: Upon termination, Client shall pay Developer for all Services performed up to the termination date on a pro-rata basis. Developer shall deliver all completed work product to Client.

10. DISPUTE RESOLUTION

10.1 The parties shall attempt to resolve any dispute through good faith negotiation for a period of 30 days.

10.2 If unresolved, disputes shall be submitted to binding arbitration in San Francisco, California, under the rules of the American Arbitration Association (AAA). The arbitration decision shall be final and binding.

11. GENERAL PROVISIONS

11.1 Governing Law: This Agreement shall be governed by the laws of the State of California.

11.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

11.3 Amendments: This Agreement may only be amended by a written instrument signed by both parties.

11.4 Independent Contractors: The parties are independent contractors. Nothing in this Agreement shall be construed to create an employment, partnership, or joint venture relationship.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TechCorp Solutions Inc. (Client)

DevPro Agency LLC (Developer)

Signature: _____

Signature: _____

Name: Sarah Mitchell

Name: James Carter

Title: Chief Technology Officer

Title: Managing Director

Date: January 15, 2024

Date: January 15, 2024