

SOFTWARE DEVELOPMENT AGREEMENT

Contract Reference: SDA-2025-0142

PARTIES

Client: Nexaflow Solutions Ltd, 45 Innovation Drive, London, EC2A 4BX

Service Provider: TechBuild Agency Ltd, 12 Digital Street, Manchester, M1 2AB

Effective Date: 1 March 2025

Contract Duration: 12 months (1 March 2025 – 28 February 2026)

1. SCOPE OF WORK

TechBuild Agency Ltd agrees to design, develop, and deliver a cloud-based inventory management system for Nexaflow Solutions Ltd. Deliverables include: (a) full-stack web application with React frontend and Node.js backend; (b) AWS cloud deployment with CI/CD pipeline; (c) API documentation; (d) user training sessions (maximum 3); (e) 90-day post-launch support period.

2. PAYMENT TERMS

Total contract value: GBP 48,000 (forty-eight thousand pounds). Payment schedule: 30% deposit (GBP 14,400) due on contract signing; 40% milestone payment (GBP 19,200) due upon delivery of MVP; 30% final payment (GBP 14,400) due upon final acceptance. All invoices are payable within 30 days of issue. Late payments incur interest at 2% above the Bank of England base rate per month.

3. INTELLECTUAL PROPERTY

All intellectual property created under this agreement, including source code, documentation, and design assets, shall transfer to Nexaflow Solutions Ltd upon receipt of final payment in full. TechBuild Agency retains the right to reference this project in its portfolio with client approval.

4. CONFIDENTIALITY

Both parties agree to maintain strict confidentiality of all proprietary information disclosed during this engagement. This obligation continues for 3 years after contract termination. Breach of confidentiality may result in injunctive relief and damages.

5. WARRANTIES & LIABILITY

TechBuild warrants that deliverables will be free from material defects for 90 days post-acceptance. Total liability under this agreement is limited to the total contract value (GBP 48,000). Neither party shall be liable for indirect, incidental, or consequential damages.

6. TERMINATION

Either party may terminate this agreement with 30 days written notice. In the event of termination by the Client, TechBuild shall be entitled to payment for all work completed to date. In the event of termination by TechBuild without cause, a refund of the deposit shall be issued within 14 days.

7. GOVERNING LAW

This agreement shall be governed by the laws of England and Wales. Any disputes shall first be subject to good-faith mediation before court proceedings.

RISK ASSESSMENT: LOW — Standard terms, clear payment schedule, fair termination clause.