

SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement ("Agreement") is made and entered into on June 1, 2025, by and between:

Client:

**NovaTech Solutions Inc.
150 Market Street, Suite 400
San Francisco, CA 94105
("Client")**

and

Developer:

**Ethan Liu
d/b/a Liu Codeworks
77 Mission Drive
Oakland, CA 94607
("Developer")**

1. Scope of Work

Developer agrees to design, develop, and deliver a custom web-based inventory management system ("Software") tailored to the Client's business requirements. The Software will include:

- User authentication and roles**
- Product catalog and real-time inventory tracking**
- Order management interface**
- Reporting dashboard**
- API integration with Client's existing POS system**

A full specification is attached as Exhibit A.

2. Project Timeline

The project will begin on June 5, 2025, and is expected to be completed by August 30, 2025, subject to timely feedback and approval from the Client. Milestones and deadlines are outlined in Exhibit B.

3. Payment Terms

Client shall pay Developer a total fee of \$15,000 USD, payable as follows:

- \$3,000 upon execution of this Agreement
- \$6,000 upon completion of the MVP (Minimum Viable Product)
- \$6,000 upon final delivery and approval

Payment is due within 10 business days of each invoice. Late payments may incur a 1.5% monthly interest charge.

4. Change Requests

All change requests must be submitted in writing. Developer will provide an estimate of additional costs and timeline impact. No work outside the original scope will be performed without Client's written approval.

5. Confidentiality

Each party agrees to maintain in confidence all confidential or proprietary information disclosed by the other party in connection with this Agreement, and not to disclose such information to third parties without prior written consent.

This clause survives the termination of this Agreement.

6. Intellectual Property Rights

Upon final payment, all source code, documentation, and related materials developed under this Agreement shall become the sole and exclusive property of the Client. Developer may retain a non-exclusive, non-transferable copy for portfolio or archival purposes.

7. Warranties and Representations

Developer warrants that:

- The Software will materially conform to the specifications in Exhibit A for 60 days after final delivery.
- The Software does not and will not knowingly infringe any third-party intellectual property rights.

Client acknowledges that the Software is provided "as is" after the warranty period.

8. Limitation of Liability

In no event shall either party be liable to the other for any indirect, incidental, or consequential damages. Developer's total liability under this Agreement shall not exceed the total amount paid by Client.

9. Termination

Either party may terminate this Agreement upon 15 days' written notice. If terminated, Developer shall be paid for all work completed to date. Client will receive all partially completed deliverables upon payment.

10. Dispute Resolution

Any disputes arising under this Agreement shall first be attempted to be resolved through mediation. If mediation fails, disputes will be settled by binding arbitration in San Francisco County, California, under the rules of the American Arbitration Association.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

12. Entire Agreement

This document constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior oral and written agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client Signature: _____

Name: Ava Morales

Title: CTO, NovaTech Solutions Inc.

Date: June 1, 2025

Developer Signature: _____

Name: Ethan Liu

Title: Owner, Liu Codeworks

Date: June 1, 2025