AETHUR TECH SERVICE AGREEMENT

This Service Agreement (the "Agreement") is entered into on ___ day of _____, 2024 by and between:

Aethur Tech ("Company"), a business registered in Chicago, Illinois, with its principal address at _____, and
[CLIENT NAME] ("Client"), with its address at _____
_____.

WHEREAS, the Client desires to engage Aethur Tech to provide specialized and customized services related to app design, website development, mobile development, and ongoing support under the terms and conditions set forth herein;

AND WHEREAS, Aethur Tech has the expertise, resources, and professional capabilities to provide these services and agrees to undertake these responsibilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Services Provided

Aethur Tech agrees to provide the following comprehensive services to the Client:

1.1 **App and Website Design**
The creation and delivery of cutting-edge UI/UX designs for mobile apps and websites. This includes wireframes, mockups, and iterative revisions tailored to the Client's specific requirements and industry standards.

1.2 **Mobile Development**
Development of scalable and cross-platform mobile applications for Android, iOS, or hybrid environments. This includes backend integration, front-end development, and quality assurance testing.

1.3 **Website Development**
Full-stack website development, inclusive of content management systems (CMS), e-commerce solutions, responsive designs, and custom functionalities based on Client's specifications.

1.4 **Post-Project Support**
Aethur Tech will provide two (2) months of complimentary post-project support, which includes minor revisions and bug fixes. Extended support plans are available upon request, as detailed below.

SERVICE AGREEMENT

1.5 **Cybersecurity Consulting**

Upon request, Aethur Tech can engage third-party cybersecurity professionals to perform a thorough review of the app/website to ensure compliance with best practices in data security and privacy.

2. <u>Project Timeline and Deliverables</u>

2.1 **Initial Wireframe/Mockup**

Following the initial consultation, Aethur Tech will provide a free wireframe/mockup for the Client's review. Upon approval, the Client must pay the agreed deposit to move forward with design.

2.2 **Revisions During Design Phase**

The Client is entitled to **unlimited revisions** during the design phase to ensure that all aesthetic and functional aspects of the UI/UX meet their expectations.

2.3 **Revisions During Development Phase**

Once development begins, the Client will be entitled to **three (3) revisions per week** at no additional cost. Any additional revision requests beyond this allowance will be billed at a rate agreed upon in advance.

2.4 **Support Revisions**

During the complimentary support period, Aethur Tech will provide **one (1) revision per week** free of charge. Any further revisions requested during this period will incur additional fees based on complexity.

2.5 **Project Milestones and Delivery**

Aethur Tech will outline clear milestones for the project, with timelines for design, development, testing, and deployment. Progress updates will be communicated regularly to the Client.

3. <u>Payment Terms</u>

3.1 **Deposit**

Upon approval of the initial wireframe/mockup, the Client shall pay a non-refundable deposit of **five hundred dollars ($500)** before Aethur Tech proceeds with UI/UX design work.

3.2 **Payment Schedule**

The Client may choose from the following payment structures:

- **Option 1: Full Payment**
  The Client agrees to pay 100% of the remaining project balance upon completion of the design phase.

<u>SERVICE AGREEMENT</u>

- **Option 2: Payment Installments**
  The Client agrees to the following installment schedule:
    o **20%** of the remaining balance upon completion of the design,
    o **20%** after the project is 25% complete,
    o **20%** after 50% of the project is complete,
    o **20%** after 75% completion,
    o The final **20%** upon full project delivery.

3.3 **Additional Work and Revisions**

Additional revisions requested beyond the agreed limits (as detailed in Sections 2.3 and 2.4) will be billed at an hourly rate or flat fee, depending on the scope of work. These charges must be agreed upon in writing before the work is executed.

4. **Subcontracting and Third-Party Agreements**

4.1 **Use of Subcontractors**

Aethur Tech reserves the right to engage subcontractors for specialized services, including but not limited to design, development, and cybersecurity. The Client will be informed of all subcontractors involved.

4.2 **Subcontractor Liability**

Aethur Tech assumes full responsibility for the quality and timeliness of work performed by subcontractors and will manage all communications and deliverables on behalf of the Client.

4.3 **Subcontractor Employment**

As Aethur Tech grows, the Company may transition subcontractors into long-term employees under separate employment agreements. This clause does not affect the terms of this Agreement.

5. **Support Services**

5.1 **Complimentary Support**

For two (2) months following project delivery, Aethur Tech will offer complimentary support. This includes minor bug fixes and one (1) revision per week. The Client may request additional support for a pre-negotiated fee.

5.2 **Extended Support Plans**

After the initial two months, the Client can choose one of the following support plans:

- **Monthly Support Plan**: Covers bug fixes and one (1) revision per week.
- **Long-Term Support Plan**: Customized support services over an extended period, with details to be outlined in a separate agreement.

SERVICE AGREEMENT

5.3 **Exclusions from Support**
Support services do not include IT help desk support, day-to-day troubleshooting, or system administration. Aethur Tech will not provide phone-based technical assistance or handle non-project-related inquiries under the support plan.

6. <u>Ownership and Intellectual Property</u>

6.1 **Ownership Rights**
Upon full payment, the Client will own all intellectual property (IP) rights to the deliverables created by Aethur Tech, including but not limited to code, design assets, and documentation.

6.2 **License to Use**
Aethur Tech grants the Client a perpetual, non-exclusive license to use all deliverables for their intended purpose. This includes the right to modify or distribute the product as needed for their business.

6.3 **Portfolio Rights**
Aethur Tech reserves the right to include the Client's project in its portfolio or marketing materials unless the Client expressly requests otherwise in writing.

7. <u>Confidentiality and Data Security</u>

7.1 **Confidentiality Agreement**
Both parties agree to maintain the confidentiality of proprietary information, trade secrets, and any sensitive data shared during the course of the project. This clause shall remain in effect for three (3) years after the termination of this Agreement.

7.2 **Data Security Measures**
Aethur Tech will implement industry-standard security measures to protect the Client's data during the project. However, Aethur Tech will not be liable for breaches caused by third-party providers, including but not limited to hosting services and subcontractors.

8. <u>Limitation of Liability</u>

Aethur Tech shall not be liable for any indirect, incidental, or consequential damages arising from the Client's use or inability to use the services or deliverables provided. The maximum liability for damages shall not exceed the total amount paid by the Client for the services provided under this Agreement.

SERVICE AGREEMENT

9. Warranties and Representations

9.1 Client Warranties
The Client represents and warrants that they have the authority to engage Aethur Tech and provide all necessary information, materials, and approvals in a timely manner.

9.2 Aethur Tech Warranties
Aethur Tech warrants that all services will be performed in a professional and workmanlike manner and that deliverables will meet the agreed-upon specifications at the time of project completion.

10. Termination and Cancellation

10.1 Termination by Client
The Client may terminate this Agreement at any time by providing written notice to Aethur Tech. Any work completed up to the point of termination will be billed accordingly, and any remaining payments due must be settled.

10.2 Termination by Aethur Tech
Aethur Tech reserves the right to terminate this Agreement if the Client fails to comply with any term of this Agreement, including payment terms. Upon termination, all work will cease immediately, and outstanding payments will be due.

11. Force Majeure

Neither party shall be held liable for any delay or failure to perform due to circumstances beyond their reasonable control, including but not limited to natural disasters, acts of war, pandemics, or government restrictions.

12. Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Any disputes arising from this Agreement shall be resolved through negotiation, and if unresolved, the dispute shall be submitted to binding arbitration in Illinois.

SERVICE AGREEMENT

13. <u>Entire Agreement and Amendments</u>

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or communications, whether oral or written. Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

---

14. <u>Signatures</u>

<u>Aethur Tech</u>   **<u>Client</u>**

By: _____   By: _____
Title: _____   Title: _____
Date: _____   Date: _____

<u>SERVICE AGREEMENT</u>