



SOFTWARE DEVELOPMENT SERVICE AGREEMENT

Project Reference: Custom ERP Implementation (V0) – Multi-Company & Logistics

Date: January 22, 2026

Provider: NexCore Systems (Represented by Achraf Drissi)

Client: Orderlift

1. Executive Summary

NexCore Systems proposes to develop and deploy a comprehensive, custom-tailored ERP solution. The Solution will be architected to address the specific functional requirements of Orderlift (V0), focusing on centralized multi-company management, automated logistics optimization, and a dedicated B2B client portal.

2. Scope of Work (The Deliverables)

NexCore Systems will configure, develop, and deploy a secure, cloud-based system to meet the following requirements:

A. Core System Architecture

- **Multi-Entity Structure:** Configuration of a centralized Parent Company (Manufacturing/Export) and connected Antenna Companies (Distribution/Installation).
- **Inventory Logic:** Setup of multi-warehouse management including real stock, transit stock, and reserved stock logic.
- **Centralized Database:** Migration and structuring of the "Base Articles" (Item Master) to ensure data consistency across all entities.
- **Sales Ecosystem:** Implementation of the complete Order-to-Cash workflow with automated commission calculations.

B. Custom Development & Modules

- **B2B Client Portal:** Development of a secure web interface for clients to place orders, featuring dynamic pricing logic based on geography and volume.
- **Logistics Intelligence Module:** Development of a proprietary algorithm to calculate shipment volume/weight and automatically recommend the optimal Container or Truck type.
- **Automated Documentation:** Coding of dynamic PDF generators for Invoices, Packing Lists, and Delivery Notes to match Orderlift's corporate branding.

C. Training & Knowledge Transfer

- **Video Library:** Provision of a dedicated library of training videos (screen recordings) covering all key operational workflows.



- **Live Training:** Three (3) interactive Zoom training sessions (2 hours each) for administrators and key stakeholders.

3. Timeline & Phases

Total Estimated Duration: 10 - 12 Weeks

Phase 1: Foundation (Weeks 1-4)

- Server provisioning, Security setup (SSL/Firewall), and Core Engine installation.
- Database structuring and initial data import (Items, Customers).

Phase 2: Custom Development (Weeks 5-8)

- Development of the Logistics/Container algorithm.
- Construction of the B2B Portal and Pricing Engine.
- *Checkpoint:* First demonstration of custom features.

Phase 3: UAT & Refinement (Weeks 9-10)

- User Acceptance Testing (Client tests the system in a staging environment).
- Execution of Revisions (see Section 5).

Phase 4: Go-Live (Weeks 11-12)

- Final data migration.
- Live Training sessions.
- System handover and production launch.

4. Financial Proposal

Total Project Value: \$10,000.00 USD (Tax Excluded)

Payment Schedule: Payments are structured to ensure project momentum and provide a guaranteed support period post-launch.

Milestone	Amount	Due Date
Project Initiation (Prepayment)	\$3,000 USD	Upon signing this contract
Delivery & Beta Launch	\$3,000 USD	Upon deployment for UAT (Week 8-9)
Stabilization & Support Retainer	\$4,000 USD	4 monthly installments of \$1,000 USD starting 30 days after Beta Launch

The Stabilization period covers monitoring, bug fixes, and general support to ensure a smooth operational transition.

5. Revision Policy



To ensure the project remains agile while adhering to the timeline, the Client is entitled to **three (3) comprehensive rounds of grouped revisions** during the development phase.

The Client shall consolidate all feedback for each round into a single list of requests. This "batching" of edits allows NexCore Systems to implement changes efficiently and ensures the system architecture remains stable throughout the development process.

6. Confidentiality

Both parties agree to keep all technical and business information disclosed during this project strictly confidential.

- NexCore Systems agrees not to disclose the Client's customer lists, pricing strategies, or trade secrets to any third party.
- The Client agrees not to disclose NexCore Systems' development methods, proprietary algorithms, or source code to external competitors.

7. Limitation of Liability

NexCore Systems shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, data, or use, incurred by the Client or any third party, whether in an action in contract or tort. The total liability of NexCore Systems for any claim arising out of this Agreement shall not exceed the total amount paid by the Client to NexCore Systems under this Agreement.

8. Change Orders

Any request for features, functionality, or customizations not explicitly listed in Section 2 (Scope of Work) or exceeding the Revision Policy in Section 5 will be considered a "Change Order." NexCore Systems will provide a separate quote for the time and cost required for any such additions. Work on Change Orders will commence only upon written approval and payment of the agreed fee.

9. Technical Stack & Ownership

- **Technology:** The Solution is built on a modern, scalable Python & JavaScript architecture, utilizing a robust SQL database (MariaDB/Postgres). It is designed to be modular, allowing for future extensions (HR, Manufacturing) without rebuilding the core.
- **Ownership:** Upon full payment of the total project value, Orderlift will possess full ownership rights to the implemented system configuration and the source code of all custom modules developed by NexCore Systems.
- **Hosting:** NexCore Systems will configure the cloud hosting environment (VPS). Direct hosting costs (approx. \$20-\$40/month) are the responsibility of the Client.

10. Agreement

By signing below, both parties agree to the terms, scope, and payment schedule outlined above.



For NexCore Systems:

Name: Achraf Drissi El Bouzaïdi

Date: _____

Signature: _____

For Orderlift:

Name: _____

Date: _____

Signature: _____