

Software Development Agreement

This Software Development Agreement states the terms and conditions that govern the contractual agreement between Xsoftgh Limited, represented by Emmanuel Obeng and having its principal place of business at Kumasi and Charles Agyemang Badu who agrees to be bound by this Agreement.

The client has conceptualized the ecommerce web application which is based on amazon market place ecommerce website.

The client therefore agrees to develop an ecommerce web application with features similar to amazon store.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties to this Software Development Agreement, the Developer and the Client agree as follows:

1. Developer's duties

The Client hereby engages the Developer and the Developer hereby agrees to be engaged by the Client to develop the Software in accordance with the specifications specified above.

1. The Developer shall complete the development of the software according to the specification specified above. In accordance with the specification, the final product shall be delivered in 1 month.
2. Except as expressly provided in this Software Development Agreement, the Client shall not be obligated under this Agreement to provide any other support or assistance to the Developer.
3. The Client may terminate this Software Development Agreement at any time upon material breach of the terms and conditions stated in the agreement.
4. The Developer shall provide to the Client training with respect to the operation of the Software if requested by the Client.
5. The Developer is excluded in case of any court issues should such incident rise up.

2. Delivery

The Software shall function in accordance with the Specifications on or before the Delivery Date.



1. If the Software as delivered does not conform with the Specifications, the Client shall at any time of the Delivery Date notify the Developer in writing of the ways in which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.
2. The Client shall provide to the Developer written notice of its finding that the Software conforms to the specifications within 1 month unless it finds that the Software does not conform to the Specifications as described in the specification.
3. The delivery date of the software will 30 days from date of signing this agreement

3. Compensation

Compensation. In consideration for the service, the Client shall pay 1,500.00GHS to the developer company for all work under this Software Development Agreement. Fees billed under the hourly rate shall be due and payable upon the Developer, providing the Client with an invoice. Invoices will be provided for work completed by the developer once every work done.

4. Intellectual property rights in the software

The Parties acknowledge and agree that the Client will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The Developer agrees not to claim any such ownership in the Software's intellectual property at any time prior to or after the completion and delivery of the Software to the Client.

5. Change in specifications

The Client may request that reasonable changes be made to the specifications and tasks associated with the implementation of the specifications within the development timeframe. If the Client requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the software. In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Software or would result in additional expense to the Client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the software with the proposed change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.

6. Confidentiality

The Developer shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the Software's code, the specifications, or the Client's business, (ii) make copies of any confidential Information or any content based on the concepts contained within the confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use confidential Information other than solely for the benefit of the Client.

7. Developer warranties



The Developer represents and warrants to the Client the following:

1. Development and delivery of the software under this Agreement are not in violation of any other agreement that the Developer has with another party.
2. The software will not violate the intellectual property rights of any other party.
3. For a period of 1 month after the project delivery, the software shall operate according to the specifications. If the software malfunctions or in any way does not operate according to the specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the software operates according to the specifications.

8. Indemnification

The Developer agrees to defend and protect the Client from all copyright issues of the software.

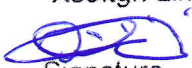
9. No modification unless in writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both parties.

8. Applicable law

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the laws of Ghana and subject to the exclusive jurisdiction of the federal and state courts located in Ghana.

Xsoftgh Limited


Signature

MM/DD/YYYY
24/06/2020

Emmanuel Obeng

Charles Agyemang Badu


Signature

MM/DD/YYYY
24/06/2020