

## Contract for the Development and Deployment of Coral Client

**This Agreement** is made on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Ben Fuqua** (“Seller”) and **Corals4Cheap** (“Buyer”) for the development, deployment, and maintenance of a software product known as *Coral Client*.

### 1. Product Description

Coral Client is a web application designed to create a consignment web page wherein authorized users may sell their corals from their own homes while having access to the reputation of the Buyer. It also contains billing, invoices, and maintenance service creation, thus streamlining the Buyer’s ability to perform day to day activities of maintaining their client’s aquariums and sending them invoices. This Agreement outlines the terms for its pricing, deployment, and management. The product only keeps invoices for 1 rolling year, rolling over at the 1<sup>st</sup> of every month. Consignment images are deleted after an order is completed.

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### Purchase: Upfront Purchase with Monthly Maintenance

- **Upfront Cost:** \$500
    - \$20/hr \* 25 hrs of build time
      - 8 consignment, 10 billing, 7 cloud configurations
  - **Maintenance Cost:** \$20/month
  - **Description:** This option includes the delivery of Coral Client and ongoing maintenance support from the Seller, including updates and troubleshooting.
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### 3. Terms of Maintenance (if applicable)

For pricing options that include maintenance, the Seller agrees to:

1. Provide software updates, bug fixes, and general maintenance as necessary.
  2. Respond to maintenance requests within 48 hours.
  3. Maintain uptime of 99.9% under normal operational conditions.
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#### 4. Ownership and Intellectual Property

- The Seller retains ownership of Coral Client, and the Buyer is granted a non-exclusive license for its use.
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#### 5. Payment Terms

- Payment for each selected option will be made as follows:
    - 100% of the upfront cost will be paid prior to gaining access to the software.
  - Monthly fees will be invoiced on the first of each month and are due by the 15<sup>th</sup> of each month.
  - Payments may be made with Cash, Check, or Venmo.
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#### 6. Termination Clause

- Either party may terminate this Agreement with 10 days written notice which the Buyer will lose access to the website if they have not bought the website from the Seller.
  - Upon termination, all pending payments will be settled within 14 days and prorated for the month back to the buyer.
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#### 7. General Provisions

- **Governing Law:** This Agreement will be governed by the laws of the State of Idaho.
  - **Entire Agreement:** This document constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings.
  - **Addendums:** There are to be no addendums added to this contract, if any addendums are needed, a new contract is to be created, signed, and documented.
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#### Signatures

By signing below, both parties agree to the terms of this Agreement.

**Ben Fuqua (Seller)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Corals4Cheap (Buyer)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_