Service Agreement

Date: [Insert Date]

This Agreement is entered into between [\*\*Haloweave\*\*], a web development agency, with a principal place of business at [Insert Address], and \*\*Calla & Copper\*\*, with a principal place of business at [Insert Address] (collectively referred to as 'the Parties'). This Agreement shall be effective as of [Insert Date].

# 1. Scope of Work

Haloweave agrees to design and develop a custom AI/AR eCommerce platform for Calla & Copper, as outlined in the attached proposal, including:  
- Aggregator Platform for interior design and furniture companies  
- Customer-Facing AI Expert Recommendation System (analyzes room images and suggests furniture)  
- AR/VR Product Visualization for users to place furniture in their rooms  
- Affiliate Dashboard for partners to track sales, analytics, and commission  
- 360° Panoramic AR Rooms with clickable, purchasable furniture  
- Fully Editable CMS, Scalable Architecture, Responsive Design, Analytics, and Security Measures.

# 2. Project Phases and Timeline

The project will follow a phased approach:  
- Phase 1: Planning & Strategy – 6 days  
- Phase 2: Design Phase – 6 days  
- Phase 3: Development Phase – 24 days  
- Phase 4: Quality Assurance & Deployment – 9 days  
- Total Project Timeline: 45 days from the start date.

# 3. Payment Terms

Total Project Cost: $8,000 USD (exclusive of developer tools, hosting, and domain costs).  
Payment Schedule:  
- 50% ($4,000) due as an advance token for project initiation.  
- 50% ($4,000) due before moving the platform to the live domain.

# 4. Additional Costs

The following costs are not included in the base project cost and will be billed separately:  
- AI APIs: $50 monthly subscription for AI services.  
- Hosting: Hostinger at $1,400 for 48 months (suggested option).  
- Additional Development Tools and Licenses: $300 to $400 for lifetime licenses.

# 5. Intellectual Property

Upon full payment, Calla & Copper will own the intellectual property rights to the custom platform, excluding third-party tools and licenses.

# 6. Post-Launch Support

Haloweave will provide 1 month of post-launch technical support, including security patches, minor updates, and troubleshooting.  
Annual Maintenance Contract (AMC): Optional post-launch support to be discussed separately.

# 7. Project Changes and Additional Work

Any modifications or additions to the agreed-upon scope of work may result in additional charges. A new agreement will be drafted for approval before proceeding with any additional work.

# 8. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged during the course of this project.

# 9. Limitation of Liability

Haloweave shall not be liable for any indirect, incidental, or consequential damages arising from the use of the platform. Liability will be limited to the amount paid by Calla & Copper under this Agreement.

# 10. Termination

Either party may terminate this Agreement in the event of a material breach by the other party. In case of termination, Calla & Copper will be liable for all work completed up to the termination date.

# 11. Dispute Resolution

Any disputes arising from this Agreement will be resolved through mediation, with a mediator agreed upon by both parties.

# 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Insert State, Country].

[Haloweave] Representative:  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Calla & Copper Representative:  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_