SOFTWARE CONSULTING, HARDWARE SUPPLY, AND CRM DEVELOPMENT AGREEMENT

Effective Date: ___12 / 3 __ / 20___

Parties:

Consultant: Jeffrey Plewak, sole proprietor, located in New Bern, North Carolina

Client: Natalie Huckins, operating as a business owner seeking to automate workflows and improve operational performance

1. SCOPE OF WORK & DELIVERABLES

Consultant agrees to provide services including:

1.1. Hardware Procurement: Acquire and deliver a hardware system suitable for development and deployment, including installation and configuration of the operating system, required dependencies, data backup, and encryption mechanisms.

1.2. CRM System Development: Design, develop, and deploy a custom, evolving CRM platform intended to support the automation of business performance and routine tasks for workers, customers, and the Client herself. Initial capabilities will include:

- User data intake and management interface

- Subcontractor, project, and funding metadata handling

- Timesheet storage and payroll preparation modules (standard and HUD/CPR-1 format)

- Invoice generation and export (PDF or structured format)

- Integrated notifications system (email, SMS, UI alerts) tied to CRM events

- Archival storage, audit trails, encrypted backups, and restore capabilities

- Administrative user interface and documentation

1.3. Implementation and Training: Remote or on-site installation and initial system setup, with administrative training.

1.4. Iterative Development: The parties acknowledge that the CRM's scope may evolve. This Agreement allows for open-ended development. New features or requirements must be approved in writing through Change Requests.

2. PAYMENT TERMS, MILESTONES & HARDWARE COST

Total Initial Service Fee: $5,000 (subject to change via amendment)

The following milestones and associated deliverables are initial estimates and may be amended at any time by mutual written agreement through Change Requests or project discussions documented via email or signed addenda. This Agreement is intended to support an ongoing, flexible development relationship.

Milestone	Deliverable	Payment
Deposit	Hardware procurement and project deposit	1/3 of fee + hardware cost
Milestone 1	Hardware delivered and configured with OS & environment	25% of fee
Milestone 2	Core CRM components: data intake, storage, auth	25% of fee
Milestone 3	Payroll, invoicing, initial notifications module	25% of fee

| Final Milestone| QA, documentation, training, backup/audit tools, delivery | Remainder of fee |

- Milestones and deliverables may be revised or replaced by written amendment or approved Change Requests.
- Invoices are due within ten (10) business days.
- Consultant may suspend work if any invoice is more than fifteen (15) business days overdue.
- Late payments will accrue interest at 1.0% per month or the highest legal rate.

3. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, not an employee. Consultant controls work methods and assumes all business risk. Nothing in this Agreement constitutes a partnership, joint venture, or employer-employee relationship.

Consultant is responsible for all taxes, insurance, and legal compliance related to self-employment.

4. INTELLECTUAL PROPERTY & LICENSING

4.1. Consultant retains ownership of all source code, libraries, tools, and intellectual property developed.

4.2. Upon full payment, Client is granted a non-exclusive, non-transferable, perpetual license to use the delivered software for internal business purposes only.

4.3. License is contingent on full payment of all fees and costs. Any failure to pay may result in

automatic license revocation.

4.4. Client owns all business data (e.g., timesheets, payroll entries, project records).

4.5. Client may not sublicense, resell, modify, reverse-engineer, or copy the software without prior written consent.

5. CONFIDENTIALITY

Consultant will maintain the confidentiality of all Client data and business information.

- Data includes but is not limited to payroll, subcontractor records, user credentials, metadata, and notifications.
- Consultant will not use or disclose any Client data outside the scope of this engagement.
- These obligations survive termination of this Agreement.

6. WARRANTY & LIMITATION OF LIABILITY

6.1. Consultant warrants that deliverables will materially conform to the agreed scope at the time of milestone delivery.

6.2. Consultant will correct material defects reported within thirty (30) days of final milestone completion.

6.3. After this period, deliverables are provided "as-is."

6.4. Consultant does not guarantee functionality or uptime of third-party services (e.g.,

SMS/email gateways).

6.5. Consultant's total liability is limited to the amount paid under this Agreement. In no event shall Consultant be liable for indirect, incidental, special, or consequential damages.

7. CHANGE REQUESTS

- All requests for new features, modules, or changes must be submitted in writing.

- Consultant will provide scope, cost, and timeline.

- Work will not proceed without written approval from the Client.

- Approved Change Requests are incorporated into this Agreement by reference.

8. TERMINATION

8.1. Either party may terminate this Agreement with fourteen (14) days' written notice.

8.2. Client must pay for all completed milestones, approved Change Requests, and hardware procured before termination.

8.3. Consultant will deliver all paid work and related documentation to Client.

9. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of North Carolina.

- Venue shall be Craven County, North Carolina.

- Parties agree to attempt in good faith to resolve disputes through at least one (1) mediation

session before litigation.

10. ENTIRE AGREEMENT

This Agreement, including all approved Change Requests and any future amendments, represents the entire agreement between the parties. It is designed to support an ongoing collaboration with evolving project needs, and may be updated or supplemented as the scope of development changes.

SIGNATURES:

Consultant: Jeffrey Plewak_____ Date: 12/3/2025____

Client: _____ Date: _____