

Software Development Agreement

This Software Development Agreement (the “Agreement” or “Software Development Agreement”) states the terms and conditions that govern the contractual agreement between **Michael Ozoudeh** having his principal place of business at **No 12 Razeem Adebayo Street, Odo-isuti Road, Igando, Lagos**, (the “Developer”), and **Kingsley Nwezeji** having its principal place of business at **35 Valentine Obasi, idimu rd, ejigbo, Lagos**, (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Client has conceptualized To Development an Digital Product e-commerce Website (the “Software”), which is described in further detail on Exhibit A, and the Developer is a contractor with whom the Client has come to an agreement to develop the Software.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Software Development Agreement, the Developer, and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and 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 attached hereto as Exhibit A (the “Specifications”).

1. The Developer shall complete the development of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the Client by 10th August, 2024 (the “Delivery Date”).
2. For a period of One week after delivery of the final product, the Developer shall provide the Client attention to answer any questions or assist solving any problems with regard to

the operation of the Software. The Developer agrees to respond to any reasonable request for assistance made by the Client regarding the Software within 4 days of the request.

3. 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.
4. The Client may terminate this Software Development Agreement at any time upon material breach of the terms herein and failure to cure such a breach within 10 days of notification of such a breach.
5. The Developer shall provide to the Client after the Delivery Date, a cumulative 2 days of training with respect to the operation of the Software if requested by the Client.

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 within 3 days 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 5 days of the Delivery Date (the "Acceptance Date") unless it finds that the Software does not conform to the Specifications as described in Section 2(A) herein.

3. Compensation

In consideration for the Service, the Client shall pay the developer the total sum of Three Hundred and Fifty Thousand Naira (N350, 000.00). The client will pay 60% initial payment, and 40% paid at the completion of the project. The developer will give the Client 2days notice of the payment.

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. 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.

IN WITNESS WHEREOF, each of the Parties has executed this Software Development Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Michael Ozoudeh

(Developer)

3/06/2024

Kingsley Nwezeji.

(Client)

EXHIBIT A

Software Specification

The software (e-commerce website) will have the following specifications.

1.0 Features – The website will have the following features.

- User-Friendly Navigation
- Site Search
- Footer Navigation
- Product Reviews
- FAQ For Products
- Chatbots
- Product Filters
- Carousels
- FAQ
- Contact us
- Add to cart

- Our services
- Search bar
- product category
- mobile responsive
- Login/Sign Up
- See the below diagram for additional links

2.0 Functionalities – The admin and the user will have the following roles

The Admin Roles

- Manage registers users
- View active and inactive users
- Upload products and assign product prices
- Add product categories
- Add website sliders
- View users product review
- View users orders
- Approve and cancel orders
- View and approve users payments
- Send push notifications to users

The Users Roles

- The user can register on the website
- View products and product details
- Add products to carts
- Order products
- Make payment online
- View order details
- Monitor product delivery

- View order status and payment status
- Update profile

EXHIBIT B

Milestone Schedule

S/N	Product	Timeline
1	Frontend Designs	4 weeks
2	Backend Development	4 weeks
3	Testing and fixing of bugs	1 weeks
4	Deployment and handover	1 week
	Duration	8 weeks

Additional Requirements

The following is needed to increase the online visibility of the website and the company.

S/N	Item	Description	Responsibility
1.	Google Business Account	Google business account will ensure the business appears on google search with the business details	Developer
2.	Instagram Page	To grow the confidence in online customers, the company should have an Instagram page with good number of real followers	Client
3	Facebook Page	Facebook page and facebook adverts will grow the online presence of the company rapidly	Client
4.	Google Ads	Google Adverts will ensure the website appears anytime a related	Client

		products or items is searched online using related keywords	
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