

SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement ("Agreement") is entered into on 12 March 2026 by and between:

BrightEdge Marketing Private Limited, a company incorporated under the Companies Act of India, having its registered office at New Delhi ("Company")

AND

[Developer Name], an independent contractor ("Developer")

The Company and the Developer shall collectively be referred to as the "Parties".

1. Engagement

The Company hereby engages the Developer to design, develop, and deliver a web-based application including user interface, backend services, database structure, and deployment support as requested in written communications during the project.

The Company may reasonably modify specifications during the course of development.

2. Fees and Payment

Total consideration for the services shall be INR 80,000.

Payment shall be made as follows:

- 20% advance upon commencement
- 80% within thirty (30) days after delivery of the software

Acceptance shall be deemed given if the Company does not provide written rejection within fourteen (14) days of delivery.

Delayed or unused deployment shall not relieve payment obligation.

3. Ownership of Work Product

All materials produced under this Agreement including source code, object code, documentation, architecture, algorithms, reusable modules, and related materials shall be deemed "work made for hire".

To the extent not automatically vested, Developer irrevocably assigns to the Company all worldwide rights, title, and interest including intellectual property rights in perpetuity.

Developer retains no rights to reuse any part of the work without prior written approval of the Company.

4. Non-Compete and Reuse Restriction

Developer agrees that for a period of five (5) years they shall not develop a substantially similar platform for any competing business operating in digital marketing services.

5. Support and Maintenance

Developer shall provide maintenance, updates, compatibility fixes, and bug resolution for a period of twelve (12) months from delivery without additional fee.

6. Termination

The Company may terminate this Agreement at its convenience at any time.

In such event, the Developer shall be paid only for milestones formally approved in writing.

The Developer may terminate the Agreement only upon forty-five (45) days written notice.

7. Liability

Developer shall be responsible for all losses arising from defects, downtime, security vulnerabilities, data exposure, business interruption, or third-party claims caused directly or indirectly by the software.

Liability shall not be subject to any financial limitation.

8. Indemnification

Developer agrees to defend and indemnify the Company against all claims, damages, penalties, and expenses including legal fees arising from use of the software.

9. Delay Penalty

For delay beyond the agreed deadline, Developer shall pay liquidated damages of INR 5,000 per day until completion, without maximum cap.

10. Confidentiality

Developer shall maintain confidentiality of all Company information indefinitely and shall not disclose any project details in portfolio or public communication without written consent.

11. Governing Law

This Agreement shall be governed by the laws of Singapore and disputes shall be subject to exclusive jurisdiction of Singapore courts.

12. Entire Agreement

This document constitutes the entire agreement and supersedes all prior communications whether oral or written.