SOFTWARE DEVELOPMENT AGREEMENT

THIS SOFTWARE DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of April 22, 2025 (the "Effective Date"), by and between:

ACME TECHNOLOGIES, INC., a Delaware corporation with its principal place of business at 123 Innovation Drive, San Francisco, CA 94105 ("Client")

and

CODESMITH SOLUTIONS LLC, a California limited liability company with its principal place of business at 456 Developer Lane, Suite 200, San Francisco, CA 94107 ("Developer").

Client and Developer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Client wishes to engage Developer to design, develop, and implement certain software applications as described in this Agreement; and

WHEREAS, Developer has the requisite expertise, experience, and resources to provide such services to Client;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF WORK

1.1 **Project Description**. Developer shall develop a custom e-commerce platform with integrated inventory management system (the "Software") for Client according to the specifications set forth in Exhibit A, attached hereto and incorporated by reference (the "Specifications").

1.2 **Development Timeline**. Developer shall develop the Software according to the following timeline:

a) Phase 1 (Requirements Gathering): May 1-15, 2025 b) Phase 2 (Design): May 16-31, 2025 c) Phase 3 (Development): June 1 - July 31, 2025 d) Phase 4 (Testing): August 1-15, 2025 e) Phase 5 (Deployment): August 16-31, 2025 f) Phase 6 (Support): September 1-30, 2025

1.3 **Milestones and Deliverables**. Developer shall deliver the following key deliverables:

a) Requirements Document: due May 15, 2025 b) Design Specifications: due May 31, 2025 c) Alpha Version: due July 15, 2025 d) Beta Version: due August 15, 2025 e) Final Version: due August 31, 2025

2. COMPENSATION

2.1 **Development Fee**. Client shall pay Developer a total fee of $150,000.00 USD for the development of the Software, payable in installments as follows:

a) Initial Payment: $45,000.00 upon execution of this Agreement b) Second Payment: $45,000.00 upon completion of Phase 3 c) Final Payment: $60,000.00 upon Client's acceptance of the Final Version

2.2 **Expenses**. Client shall reimburse Developer for reasonable out-of-pocket expenses incurred in connection with the development of the Software, provided that such expenses are pre-approved in writing by Client and accompanied by appropriate documentation.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 **Ownership of Software**. Upon full payment of the Development Fee, Client shall own all right, title, and interest in and to the Software, including all intellectual property rights therein.

3.2 **Developer's Pre-existing Materials**. Developer shall retain ownership of all right, title, and interest in and to any of Developer's proprietary materials that are incorporated into the Software. Developer hereby grants to Client a perpetual, worldwide, royalty-free, non-exclusive license to use such materials in connection with the Software.

4. CONFIDENTIALITY

4.1 **Confidential Information**. Each Party acknowledges that it may receive confidential or proprietary information of the other Party in connection with this Agreement ("Confidential Information"). Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and not to disclose such information to any third party without the prior written consent of the disclosing Party.

5. WARRANTIES AND REPRESENTATIONS

5.1 **Developer's Warranties**. Developer warrants that:

a) The Software will conform to the Specifications; b) The Software will be free from material defects in workmanship and materials; c) Developer has the right to enter into this Agreement and to perform its obligations hereunder; and d) The Software will not infringe upon any third-party intellectual property rights.

6. TERM AND TERMINATION

6.1 **Term**. This Agreement shall commence on the Effective Date and shall continue until the completion of Developer's services hereunder, unless earlier terminated as provided herein.

6.2 **Termination for Cause**. Either Party may terminate this Agreement if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

7. LIMITATION OF LIABILITY

7.1 **Limitation**. EXCEPT FOR BREACHES OF SECTION 4 (CONFIDENTIALITY), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8. GENERAL PROVISIONS

8.1 **Entire Agreement**. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, or negotiations.

8.2 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

8.3 **Dispute Resolution**. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration conducted in San Francisco, California in accordance with the rules of the American Arbitration Association.

8.4 **Assignment**. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party.

8.5 **Force Majeure**. Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ACME TECHNOLOGIES, INC.

By: _____ Jennifer Rodriguez, Chief Executive Officer Date: April 22, 2025

CODESMITH SOLUTIONS LLC

By: _____ Michael Chang, Managing Director Date: April 22, 2025

EXHIBIT A: SOFTWARE SPECIFICATIONS

[Detailed specifications would be included here]