

Software Development Agreement

Prepared for:

Noé Perez
Bale Bale Rumba

Prepared by:

Luke Phillips

This Software Development Agreement (the “**Agreement**” or “**Software Development Agreement**”) states the terms and conditions that govern the contractual agreement between Luke Phillips (the “**Developer**”), and Bale Bale Rumba having its principal place of business at 4737 N Academy blvd, Colorado Springs, CO 80918 (the “**Client**”) who agrees to be bound by this Agreement.

WHEREAS, the Client has conceptualized a website for their restaurant (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. Specification of 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. The final product shall be delivered to the Client by 60 days from the signed date (the “**Delivery Date**”).
2. For a period of 20 days 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 up to 2 of hours free of charge and billed to the Client at a rate of \$40 per hour for any assistance thereafter. The Developer agrees to respond to any reasonable request for assistance made by the Client regarding the Software within 30 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 30 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.
6. The content of the website, including photos and text content will be the responsibility of the client. It will also be the client's responsibility to provide these in a reasonable amount of time not exceeding 7 days from the developer's request. Should the client fail in this communication the delivery date may be postponed for the amount of time the Developer waits for the content. After 14 days of no communication, the Developer may decide not to complete the project and keep the initial payment.
7. Acquisition and maintenance of the Domain name will be the responsibility of 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 30 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 20 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

Compensation. In consideration for the Service, the Client shall pay the Developer at the rate of \$40 per hour (the “Hourly Rate”), with a maximum total fee for all work under this Software Development Agreement of \$600. Fees billed under the Hourly Rate shall be due and payable upon the Developer providing the Client with an invoice. The first of which will require \$300 before starting work on the software. The second \$300 will be paid upon completion of the software before launch. The payment is subject to a \$100 discount if the client provides the developer with 2 free meals a week and 2 free drinks per week until the delivery of the software. It may be discounted between the two payments as the client pleases.

Should the client choose to host the website through the developer, it will be \$10 per month and the price is not subject to change for 12 months.

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.

6. Confidentiality

The Developer shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the Software's code, the Specifications, or the Client's business (the "**Confidential Information**"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

7. Developer warranties

The Developer represents and warrants to the Client the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.
2. The Software will not violate the intellectual property rights of any other party.
3. For a period of 10 days after the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

8. Indemnification

The Developer agrees to indemnify, defend, and protect the Client from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

9. No modification unless in writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

10. Applicable law

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Colorado and subject to the exclusive jurisdiction of the federal and state courts located in Colorado Springs, CO

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.



11 / 29 / 2023

Luke Phillips
Luke Phillips



11 / 29 / 2023

Bale Bale Rumba
Noé Perez

Exhibit A

Software specifications

WHEN I visit the website

I see a navigation bar with the tabs: menu, catering, reviews, coffee, order now, and about us

There will be a landing page and small descriptions for each tab with a photo and a link

At the bottom of the page, there will be the restaurant's hours, location and socials

The bale bale drums will be a link to the homepage

The homepage will be colorful and make use of images and symbols provided by the client

WHEN I click on menu tab

I am presented with a list of menu items and prices

WHEN I click on the catering tab

I see a description of services and an option to contact for pricing

WHEN I click on the reviews tab

I am presented with past reviews and see a link to leave a google review

WHEN I click on the coffee tab

I will see photos and stories provided by the client about their coffee

WHEN I click on the order now tab

I am redirected to a food delivery website (i.e. doordash)

WHEN I click on the about us tab

I am presented with photos and descriptions provided by the client

I am presented with all flags of countries represented by Rumba and a short description of Rumba's connection to each of them which will be provided by the client

Signature Certificate

Reference number: SGP6U-ZDFEC-KYDWE-RAJNV

Signer

Timestamp

Signature

Luke Phillips

Email: lukeinco@gmail.com

Sent:

29 Nov 2023 21:32:48 UTC

Viewed:

29 Nov 2023 21:32:53 UTC

Signed:

29 Nov 2023 21:50:59 UTC

Noe Perez

Recipient Verification:

✓ Email verified

29 Nov 2023 21:37:36 UTC

IP address: 24.9.41.25

Location: Colorado Springs, United States

Document completed by all parties on:

29 Nov 2023 21:50:59 UTC

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