Customer Agreement

Effective Date: 27/01/2025

Company Name: Soft

This Customer Agreement is entered into by and between **Soft** and the customer. By engaging with Soft for development services, you agree to abide by the terms and conditions outlined below.

1- Scope of Services

Soft agrees to provide development services as outlined in the project proposal or statement of work ("**SOW**") provided to the Customer. The scope of work, deliverables, timelines, and costs will be detailed in the SOW, which will be attached to this Agreement as an exhibit.

2- Payment Terms

- **Payment Schedule**: Payment terms will be outlined in the SOW. Typically, a deposit is required before work begins, with subsequent payments tied to project milestones.

- **Late Payments**: Any payment not received within 30 days of the due date will incur a late fee of 5% per month.

- **Taxes**: All prices are exclusive of taxes. The Customer is responsible for any applicable taxes.

3- Project Timeline

- Soft will provide an estimated timeline for project completion in the SOW. Delays caused by the Customer (e.g., late feedback, changes in scope) may result in adjustments to the timeline and additional costs.

- Soft will make reasonable efforts to meet the agreed-upon deadlines but cannot guarantee exact delivery dates due to unforeseen circumstances.

4- Changes to Scope

- Any changes to the project scope must be requested in writing and agreed upon by both parties. Additional costs and timeline adjustments will be communicated before proceeding with the changes.

- Soft reserves the right to charge for additional work resulting from scope changes.

5- Intellectual Property

- Upon full payment, the Customer will own the final deliverables as outlined in the SOW. Soft retains the right to use the work for portfolio, marketing, and promotional purposes unless otherwise agreed in writing.

- Any pre-existing intellectual property (e.g., code, designs) used in the project remains the property of Soft or its respective owners.

6- Confidentiality

- Both parties agree to keep confidential any proprietary or sensitive information shared during the project. This includes, but is not limited to, business plans, technical information, and project details.

- Confidentiality obligations will survive the termination of this Agreement.

7- Warranty and Support

- Soft provides a 30-day warranty period after project completion to address any defects or issues arising from the delivered work. Support beyond this period may be subject to additional fees.

- The warranty does not cover issues caused by the Customer's misuse, modifications, or third-party software.

8- Termination

- Either party may terminate this Agreement with 30 days' written notice. In the event of termination, the Customer will pay for all work completed up to the termination date.

- Soft reserves the right to terminate the Agreement immediately if the Customer fails to make payments or breaches any terms of this Agreement.

9- Limitation of Liability

- Soft's total liability for any claims arising from this Agreement shall not exceed the total amount paid by the Customer for the project.

- Soft is not liable for any indirect, incidental, or consequential damages, including loss of profits or data.

10- Dispute Resolution

- Any disputes arising from this Agreement will first be resolved through good-faith negotiations between the parties.

- If negotiations fail, disputes will be resolved through binding arbitration in accordance with the laws of [Insert Jurisdiction].

11- Governing Law

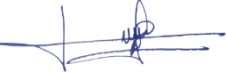This Agreement shall be governed by and construed in accordance with the laws.

12- Entire Agreement

This Agreement, along with any attached SOW, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

13- Signatures

By signing below, you acknowledge that you have read, understood, and agree to the terms and conditions outlined in this agreement.

Management Team Representative Name: Abdoul Razack NIKIEMA

Signature: _____

Date: 27/01/2025

Team Member Name: _____

Signature: _____

Date: _____

Soft Team.