

Contract between Mohasin Hossain and Your IT Specialist LTD - Development Project 02-2025

Software Development and Service Agreement

Prepared for:

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Prepared by:

Nathan Lees

Your IT Specialist LTD

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This Software Development Agreement (the “Agreement” or “Software Development Agreement”) states the terms and conditions that govern the contractual agreement between Mohasin Hossain having his principal place of business at 647/2, Kajipara, Mirpur, Dhaka, Bangladesh (the “Developer”), and Your IT Specialist LTD having its principal place of business at Barn4D Office2, Dunston Business Village, Dunston, Staffordshire, ST18 9FJ, United Kingdom (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Client has conceptualized [Sales Quoting Tool] (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 April 12th 2025 (the “Delivery Date”).
2. For a period of 90 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. 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 5 days of training with respect to the operation of the Software if requested by the Client.

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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 90 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 90 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 Company at the rate \$2000.00 USD. Split into 8 payments of \$187.50 USD based on Milestone Completion and a Final Payment of \$500.00 USD

Fees billed shall be due and payable upon the Developer providing the Client with an invoice. Invoices will be provided for work completed by the developer once agreed mutually that the milestone has been achieved

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 120 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

Except to the extent paid in settlement from any applicable insurance policies and a cash value equal to the value of the contract, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

9. No modification unless in writing

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

10. Right to Substitution / Sub-Contracting

Except as otherwise provided in this Agreement, the Developer may, at the Developer's absolute discretion, engage a third party sub-contractor (Both Domestically and Internationally) to perform some or all of the obligations of the Developer under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

In the event that the Developer hires a sub-contractor:

- the Developer will pay the sub-contractor for its services and the Payment will remain payable by the Client to the Developer.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Developer.

11. Data Processing, Data Security and Data Handling

The client will be responsible for all data security, hosting and cyber management for the product once handed over.

For the purpose of all data processing/handling, Should the developer require access to the live system with personal information / sensitive information associated. The developer will be handling the data in line with the Client's Instruction and the responsibility and data processor will remain as the Client.

12. Additional Clauses

1. In providing the Services under this Agreement it is expressly agreed that the Developer is acting as an independent contractor and not as an employee. The Developer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
2. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
3. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

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13. Applicable law

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of England

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.

Name: Mohasin Hossain

Mohasin Hossain

Date: _____ Signed by: _____

Your IT Specialist LTD

Nathan Lees

Date: _____ Signed by: _____

Exhibit A

Software specifications

1. Rebuild of Existing Functionality (Stocklist CSV, Ebay Europe and Ebay Rest of World)
2. Change Design to be Filters on Pop Out View on Vertical to maximise screen space
3. Allow Enter Key on Search for Ease of Use
4. Implement a Dynamic Website Selector for Users on Admin Portal (Ability to select site 1 , 3, 5 etc), This will be extremely beneficial in maintaining a more bespoke experience for each user and will maintain the fastest possible experience instead of forcing all 67 sites on a user search.
5. Increase Scraper to 67 Total Website Searches.
6. Implement a Sequential Scraping Methodology. So the user does not have to wait for all "67" websites to download and parse the data.
7. Fix Ebay Searches, "Worldwide" does not currently show all content found on EU in addition to ROW.
8. Uk only Ebay Filter (Appears the UK location is not displaying currently. A simple solution is add ebay.co.uk to a UK Only Selection
9. Drop down Filters for Country and Price for Ebay Searches
10. Implement Dynamic Caching to reduce API Scrapes
11. Implement Installation on a Permanent Host on a Rokholt Subdomain via either options below:
 - a. VPS Host with ample resources to maintain the Database Perform and Website Delivery Speeds.
 - b. Test and Implement onto a Shared Hosting Environment such as a Cpanel UK SSD Host. (This would be cheaper but would advise for Option A for Reliability and Flexibility)

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Exhibit B

Milestone schedule

Date	Project Milestone
18/02/2025	Provide a Pre-ALPHA First Design View
25/02/2025	Provide a ALPHA Release of Basic Functionality for StockLists and Ebay Searches along with 7 Website Scrapers
04/03/2025	Provide a ALPHA Release Variant of 25/02/2025 Version with another 10 Scrapers and Release a Pre-alpha to End users with Bug Fixes
11/03/2025	Provide a ALPHA Release Variant of 04/03/2025 Version with another 10 Scrapers and Re-Release a Pre-alpha to End users with Bug Fixes
18/03/2025	Provide a ALPHA Release Variant of 11/03/2025 Version with another 10 Scrapers and Release a Pre-alpha to End users with Bug Fixes
25/03/2025	Provide a ALPHA Release Variant of 18/03/2025 Version with another 10 Scrapers and Release a Pre-alpha to End users with Bug Fixes
01/04/2025	Provide a ALPHA Release Variant of 25/03/2025 Version with another 10 Scrapers and Release a Pre-alpha to End users with Bug Fixes
08/04/2025	Provide a ALPHA Release Variant of 01/04/2025 Version with another 10 Scrapers and Release a Pre-alpha to End users with Bug Fixes
14/04/2025	Provide Final Release with Bug Fixes Complete onto a Client Defined Server