SOFTWARE DEVELOPMENT CONTRACT

This Agreement ("Agreement") is entered into as of **June 9, 2020** ("Effective Date"), by and between:

1. **Tech Innovators Inc.**, a corporation organized and existing under the laws of **California, USA**, with its principal place of business at **1234 Silicon Valley Road, San Francisco, CA 94105** ("Company A").

2. **Data Solutions LLC**, a corporation organized and existing under the laws of **New York, USA**, with its principal place of business at **5678 Madison Avenue, New York, NY 10022** ("Company B").

Both Company A and Company B may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

1. Scope of Work

Company A agrees to provide the following services/products to Company B:

- **Cloud Infrastructure Development:** Design, implement, and maintain cloud infrastructure on AWS to support Company B's data processing needs.

- **Data Pipeline Setup:** Build and deploy automated data pipelines using tools like Apache Airflow, AWS Lambda, and AWS S3.

- **Custom Software Development:** Develop a custom web-based application using FastAPI for Company B's internal data processing and reporting requirements.

- **Technical Support and Training:** Provide ongoing technical support, system maintenance, and training sessions for Company B's team on how to use the developed solutions.

Company B agrees to collaborate and provide all necessary data and access required for Company A to complete the above services.

2. Term of Agreement

This Agreement shall commence on **June 9, 2020** ("Effective Date") and shall remain in effect until **June 9, 2023**, unless terminated earlier by either Party in accordance with Section 7 (Termination) of this Agreement.

3. Payment Terms

- **Total Contract Amount:** The total payment for the services outlined in this Agreement shall not exceed **$250,000**.

- **Payment Schedule:**

- o 25% upon signing of the Agreement (**$62,500**),
- o 25% upon completion of the cloud infrastructure setup (**$62,500**),
- o 25% upon completion of the data pipeline deployment (**$62,500**),
- o 25% upon full delivery of the custom software and final acceptance (**$62,500**).
- Payments will be made via wire transfer to the bank account designated by Company A.

4. Confidentiality

Both Parties agree that any confidential information exchanged between the Parties during the course of this Agreement shall remain confidential. Neither Party shall disclose any confidential information to third parties without prior written consent from the other Party, except as required by law.

5. Intellectual Property

All intellectual property developed or provided during the performance of this Agreement, including but not limited to code, designs, and documents, shall be the sole property of **Company B** upon full payment of the total contract amount.

6. Liability and Indemnification

- **Company A** shall not be liable for any indirect, incidental, or consequential damages arising from the services provided under this Agreement.
- Both Parties agree to indemnify and hold each other harmless from any claims, damages, or expenses arising from the performance of this Agreement, except in cases of gross negligence or willful misconduct.

7. Termination

Either Party may terminate this Agreement by providing **30 days written notice** to the other Party. In the event of termination:

- Company B shall pay Company A for any completed milestones as per the payment schedule.
- Company A shall cease work upon receiving notice of termination and shall return any unused materials, documentation, or proprietary information to Company B.

8. 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 law provisions.

9. Dispute Resolution

In the event of any dispute arising from this Agreement, the Parties agree to first seek resolution through mediation. If mediation fails, the Parties may pursue legal remedies in the courts of **San Francisco County, California**.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, representations, or understandings, whether written or oral, related to the subject matter of this Agreement.

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

[Company A Name]: Tech Innovators Inc.

Signature: _____ JD _____
Name: **John Doe**
Title: **CEO**
Date: **June 9, 2020**

[Company B Name]: Data Solutions LLC

Signature: _____ Jane _____
Name: **Jane Smith**
Title: **COO**
Date: **June 9, 2020**