

SOFTWARE DEVELOPMENT AGREEMENT

Identification of the Parties This Agreement is made between David Winterbourne (the "Customer") and Planetio LLC (the "Developer").

Customer desires to retain Developer as an independent contractor to develop the software (the "Software") described in the Development Plan attached to and made part of this Agreement.

Developer is ready, willing and able to undertake the development of the Software and agrees to do so under the terms and conditions set forth in this Agreement. Accordingly, the parties agree to the terms that follow.

TERMS

1. **Payment** All other work is performed at an hourly rate of **\$80 per hour**. Payments are due on a **second Friday and last Friday of the month**.
2. Invoices from Developer will be itemized by the hour, and will be delivered no later than 3 business days before the second Friday and last Friday of the month.
3. Late payments by Customer shall be subject to late penalty fees of 10% per month from the due date until the amount is paid. **Final Due date is March 1st, 2014.**
4. **Rights** Customer retains all rights to any paid in full source code or paid graphic assets created by Developer. If Customer does not pay for work performed will result in source code, assets, and graphics to be property of Developer.
5. **Acceptance Testing of Software** Immediately upon completion of each Deliverable, Developer shall install the Software as stipulated in the Development Plan. Customer shall have 7 days from the delivery of the Software to inspect, test and evaluate it to determine whether the Software satisfies the acceptance criteria in accordance with the Development Plan.
6. If the Software does not satisfy the acceptance criteria, Customer shall give Developer written notice stating why the Software is unacceptable. Developer shall have 7 days from the receipt of such notice to correct the deficiencies, after which the Acceptance

Testing of Software process will repeat.

7. If and when the acceptance tests establish the Software delivered upon completion complies with the acceptance criteria, Customer shall promptly notify Developer that it accepts the delivered Software. If no notice is given within 7 days of delivery, Software will be assumed to pass acceptance.
8. **General Provisions** This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.
9. Any correspondence and/or payments may be sent to the Developer from the Customer at the address: 1433 Market St. #488, San Francisco 94103 CA

Signatures This agreement must be signed and copied to both parties.

Customer signature, printed name & date

Developer signature, printed name & date