

SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement ("Agreement") is made and entered into between:

1. Developer:

Ezra Daniel Gyunda.

Address: Dar es Salaam, Tanzania

Email: ezra@cybermac.co.tz

Phone: +255 613 976 254

2. Client:

Abdulmalik Murtaza Fidahusseini

Address: Kisutu posta, dar es salaam Tanzania

Phone: +255 683 999 333

Email: info@fleetssystems.com

Collectively referred to as "Parties."

1. PROJECT DESCRIPTION

The Developer agrees to design, develop, and deliver a **custom school results management system** branded according to the Client's requirements.

The system includes frontend, backend, database setup, and required APIs, as mutually discussed and agreed.

2. PROJECT COST & EQUITY

The Parties agree to the following commercial terms:

- **Total Project Cost:** TZS 3,000,000
- **Equity Offered to Developer:** 4% ownership of the platform
- The equity is permanent unless both Parties mutually agree otherwise in writing.

3. PAYMENT STRUCTURE

Payments shall be made in the following installments:

Installment	Percentage	Amount (TZS)
First Installment	30%	900,000
Second Installment	20%	600,000
Final Installment	50%	1,500,000

All payments should be made to the Developer via the agreed payment method.

Note:

The cost **does not include domain and hosting**. These will be provided or paid separately by the Client.

4. SCOPE OF WORK

The Developer will provide the following:

1. System architecture design
2. Frontend development
3. Backend development
4. Database configuration
5. User roles and dashboard setup
6. Authentication and security implementation
7. API integrations where required
8. Testing, debugging, and final deployment
9. Documentation and training on system usage

Any additional features not mentioned above will require a separate written agreement.

5. MAINTENANCE & UPDATES

Annual updates and maintenance will be discussed and agreed upon after the system has been delivered and approved by the Client.

6. INTELLECTUAL PROPERTY RIGHTS

- All source code, UI/UX designs, and system logic will belong jointly to both Parties.
 - The Client owns the system.
 - The Developer retains the right to the agreed **4% equity** and may showcase the project in a portfolio.
 - Code ownership transfer (if needed) shall not interfere with the Developer's equity rights.
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7. CONFIDENTIALITY

Both Parties agree to keep all project-related information confidential unless mutually approved for disclosure.

8. ACCEPTANCE

The project will be deemed accepted once the Client tests and confirms that the system meets the agreed requirements.

9. TERMINATION

Either Party may terminate the Agreement with written notice.

Payments already made are non-refundable.

Any work completed before termination belongs to the Developer until all dues are cleared.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the United Republic of Tanzania.

11. SIGNATURES

Developer:

Name: Ezra _____nda

Signature:  _____

Date: 11 – 1

Client:

Name: Abdul _____nusseini

Signature:  _____

Date: 11 – 12