

SOFTWARE DEVELOPMENT SERVICES AGREEMENT

Professional Contract for Digital Services

Date: July 13, 2025

Project: Development of Two Custom Dashboards

CONTRACTING PARTIES

CLIENT

Uche and Helia
United States of America

CONTRACTOR

Tayyab R. Khilji
exe 1, quick office
304 upper mall, lahore
Pakistan

1. SCOPE OF WORK

1.1 Services to be Provided

Contractor agrees to develop two (2) separate custom dashboards for Client as per the agreed specifications and requirements.

1.2 Deliverables

- **Dashboard 1:** Complete development and deployment of first custom dashboard
- **Dashboard 2:** Complete development and deployment of second custom dashboard
- Production-ready deployment for both dashboards
- 30 days post-launch support for both dashboards

2. PAYMENT TERMS

2.1 Total Contract Value

Total Amount: \$2,100.00 USD

2.2 Payment Schedule

Client may choose either payment option at contract signing:

Option A - Start Both Dashboards Today:

- **Combined Start Payment:** \$750.00 USD (due upon contract signing - covers start of both dashboards)
- **Dashboard 1 Completion Payment:** \$375.00 USD (due upon delivery and acceptance of Dashboard 1)
- **Dashboard 2 Completion Payment:** \$375.00 USD (due upon delivery and acceptance of Dashboard 2)
- **Final Payment:** \$600.00 USD (due on September 30, 2025)

Option B - Start Dashboards Separately:

- **Dashboard 1 Start Payment:** \$375.00 USD (due upon contract signing and Dashboard 1 commencement)
- **Dashboard 1 Completion Payment:** \$375.00 USD (due upon delivery and acceptance of Dashboard 1)
- **Dashboard 2 Start Payment:** \$375.00 USD (due when client is ready to commence Dashboard 2)
- **Dashboard 2 Completion Payment:** \$375.00 USD (due upon delivery and acceptance of Dashboard 2)
- **Final Payment:** \$600.00 USD (due on September 30, 2025)

2.3 Payment Method

All payments shall be made via Wise within seven (7) business days of invoice receipt.

2.4 External Costs and Third-Party Services

Important: Client is responsible for all external costs including but not limited to:

- Server hosting and deployment costs
- Domain registration and maintenance
- Third-party service subscriptions (databases, APIs, etc.)
- SSL certificates and security services
- Any other infrastructure or external service costs

These costs are separate from and in addition to the contract value specified above.

2.5 Currency and Taxes

- All amounts are in US Dollars (USD)
- Client is responsible for any applicable US taxes
- Contractor is responsible for any applicable Pakistani taxes

3. TIMELINE AND DELIVERY

3.1 Project Timeline

- **Project Start Date:** July 13, 2025 (upon contract signing and receipt of initial payment)
- **Dashboard 1 Delivery:** To be completed as per mutually agreed timeline
- **Dashboard 2 Start Date:**
 - If Option A selected: July 13, 2025 (concurrent with Dashboard 1)
 - If Option B selected: When client is ready to commence Dashboard 2
- **Dashboard 2 Delivery:** To be completed as per mutually agreed timeline
- **Project Completion:** On or before September 30, 2025

3.2 Acceptance Criteria

Client shall have seven (7) business days to review and accept each dashboard deliverable. Acceptance shall not be unreasonably withheld.

4. INTELLECTUAL PROPERTY RIGHTS

Upon full payment, all intellectual property rights in the developed dashboards, including source code, documentation, and related materials, shall transfer to Client. Contractor warrants that all work product is original or properly licensed.

5. SUPPORT AND WARRANTY

5.1 Post-Launch Support

Contractor shall provide thirty (30) days of post-launch support at no additional cost for both dashboards, including bug fixes, minor adjustments, and technical assistance.

5.2 Warranty

Contractor warrants that the delivered dashboards will be free from material defects for thirty (30) days following delivery.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any non-public information disclosed by either party to the other, whether in written, oral, electronic, or any other form, that is designated as confidential or that a reasonable person would understand to be confidential under the circumstances.

Confidential Information includes, but is not limited to, business plans, customer information, software designs, source code, technical specifications, trade secrets, and financial information.

6.2 Exclusions

Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of the receiving party;
- (b) is lawfully received from a third party without restriction on disclosure;
- (c) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or
- (d) was already known by the receiving party prior to disclosure by the disclosing party.

6.3 Obligations

Both parties agree to:

- (a) maintain the confidentiality of the other party's Confidential Information;
- (b) not disclose it to any third party without prior written consent; and
- (c) use the Confidential Information solely for the purposes of performing obligations under this Agreement.

6.4 Duration

These confidentiality obligations shall remain in effect during the term of this Agreement and for a period of three (3) years following termination or completion of this Agreement.

6.5 Return or Destruction of Information

Upon termination of this Agreement, each party shall promptly return or destroy all Confidential Information of the other party upon written request.

7. LIMITATION OF LIABILITY

Contractor's total liability under this agreement shall not exceed the total contract value of \$2,100.00 USD.

8. TERMINATION

8.1 Termination for Convenience

Either party may terminate this agreement with thirty (30) days written notice. Client shall pay for all work completed through the termination date.

8.2 Termination for Cause

Either party may terminate immediately for material breach if such breach remains uncured after fifteen (15) days written notice.

9. GOVERNING LAW AND JURISDICTION

9.1 Governing Law

This agreement shall be governed by the laws of the State of New York, without regard to conflict of law principles.

9.2 Jurisdiction

Both parties consent to the exclusive jurisdiction of the state and federal courts located in New York for resolution of any disputes arising under this agreement.

9.3 Dispute Resolution

The parties agree to first attempt resolution through good faith negotiations. If unsuccessful, disputes shall be resolved through binding arbitration.

10. GENERAL PROVISIONS

10.1 Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

10.2 Amendments

Any modifications must be in writing and signed by both parties.

10.3 Electronic Signatures

This agreement may be executed electronically and such signatures shall be deemed valid and binding.

CLIENT SIGNATURE

Uche and Helia

Date: _____

CONTRACTOR SIGNATURE

Tayyab R. Khilji

Date: _____

Location: Pakistan

Contract Execution Details

Contract executed on: July 13, 2025

Effective Date: July 13, 2025

Final Payment Due: September 30, 2025