SOFTWARE DEVELOPMENT AGREEMENT

(E-Commerce Platform – Singapore)

This Software Development Agreement ("**Agreement**") is made and entered into on **1 January 2025** ("**Effective Date**")

BETWEEN

Client
Name: **ABC Commerce Pte. Ltd.**
UEN: **202401234Z**
Registered Address: **10 Anson Road, #12-01, Singapore 079903**
Email: **admin@abccommerce.sg**

AND

Developer
Name: **Goodev Pte. Ltd.**
UEN: **202312345K**
Registered Address: **68 Circular Road, Singapore 049422**
Email: **hello@goodev.sg**

The Client and the Developer shall each be referred to as a "**Party**" and collectively as the "**Parties**".

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1. PURPOSE OF AGREEMENT

The Client engages the Developer to design, develop, implement, and deliver a **custom E-Commerce Software Platform**, and the Developer agrees to provide such services in accordance with the terms and conditions of this Agreement.

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2. SCOPE OF WORK

2.1 Services

The Developer shall provide the following services:

- Frontend web application for customers
- Backend services and APIs
- Database schema design and implementation
- User authentication and authorization
- Product listing and inventory management
- Shopping cart and checkout flow
- Payment gateway integration (e.g. Stripe, PayNow, PayPal)
- Order and fulfillment management
- Administrative dashboard
- Deployment and environment configuration
- Technical documentation and handover

2.2 Deliverables

The deliverables shall include:

- Full source code
- Database schema and migration scripts
- Deployment instructions
- Administrator user guide
- Final production build

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3. PROJECT TIMELINE & MILESTONES

The project shall commence on **1 January 2025** and is expected to conclude on **31 March 2025**.

Milestone	Description	Completion Date
M1	Requirements & System Design	15 January 2025
M2	Core E-Commerce Features	10 February 2025
M3	Payment & Order Processing	28 February 2025
M4	Admin Dashboard & QA	15 March 2025
M5	Final Deployment & Handover	31 March 2025

Any delay caused by Client feedback, scope changes, or external dependencies shall extend the timeline accordingly.

4. PAYMENT TERMS

4.1 Fees

The total contract value shall be **SGD 18,000 (Singapore Dollars)**.

4.2 Payment Schedule

- **30% (SGD 5,400)** upon signing – 1 January 2025
- **40% (SGD 7,200)** upon completion of Milestone M3 – 28 February 2025
- **30% (SGD 5,400)** upon final delivery – 31 March 2025

4.3 Late Payment

Late payments shall accrue interest at **1.5% per month**, subject to the maximum permitted under Singapore law.

5. CHANGE REQUESTS

Any changes to scope, features, or timelines must be submitted in writing.
Approved change requests may result in additional fees and revised delivery dates.

6. CLIENT RESPONSIBILITIES

The Client shall:

- Provide timely feedback and approvals
- Supply product data, content, and branding
- Ensure compliance with applicable Singapore laws relating to e-commerce
- Maintain accounts for third-party services

7. DEVELOPER RESPONSIBILITIES

The Developer shall:

- Perform services with reasonable skill and care
- Follow industry best practices
- Maintain confidentiality and security of Client data
- Deliver the project according to the agreed timeline

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8. ACCEPTANCE & TESTING

The Client shall have **7 calendar days** from delivery to test and report defects.
If no written issues are reported, the deliverables shall be deemed accepted.

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9. INTELLECTUAL PROPERTY

9.1 Ownership

Upon full payment, all custom-developed intellectual property shall vest exclusively in the Client.

9.2 Pre-Existing Materials

The Developer retains ownership of pre-existing tools, frameworks, and libraries.

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10. THIRD-PARTY SERVICES

The Developer shall not be liable for failures or changes in third-party services including hosting providers, payment gateways, or APIs.

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11. CONFIDENTIALITY

Each Party shall keep all confidential information strictly confidential during and after the term of this Agreement.

This clause survives termination.

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12. DATA PROTECTION (PDPA – SINGAPORE)

The Parties shall comply with the **Personal Data Protection Act 2012 (PDPA)** of Singapore.

- The Developer shall implement reasonable security measures
- The Client remains the data controller
- No guarantee is made against data breaches

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13. WARRANTIES & DISCLAIMERS

The Developer warrants that services shall be performed with reasonable care and skill.
Except as expressly stated, the software is provided **"as is"**.

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14. LIMITATION OF LIABILITY

To the maximum extent permitted under Singapore law:

- The Developer's total liability shall not exceed the total fees paid
- No liability for indirect or consequential loss

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15. TERMINATION

15.1 Termination for Convenience

Either Party may terminate with **14 days' written notice**.

15.2 Termination for Breach

Immediate termination is permitted if a material breach is not remedied within **7 days**.

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16. FORCE MAJEURE

Neither Party shall be liable for failure caused by events beyond reasonable control, including acts of God, war, pandemics, or government restrictions.

17. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the **laws of the Republic of Singapore**.

The Parties submit to the **exclusive jurisdiction of the Singapore Courts**.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements.

19. SIGNATURES

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

For the Client
Name: **ABC Commerce Pte. Ltd.**
Authorized Signatory: _____
Date: **1 January 2025**

For the Developer
Name: **Goodev Pte. Ltd.**
Authorized Signatory: _____
Date: **1 January 2025**