

## **Software Development Services Agreement**

**This Agreement is made and entered into on December 1, 2024 (the “Effective Date”) by and between:**

- 1. Client: John Doe Solutions, a corporation organized under the laws of the State of California, with its principal office at 123 Main Street, San Francisco, CA, 94105, hereinafter referred to as the "Client."**
- 2. Service Provider: AlphaTech Innovations Inc., a company registered in the State of Delaware, with its principal office at 456 Innovation Drive, Wilmington, DE, 19801, hereinafter referred to as the "Service Provider."**

**Collectively referred to as the "Parties."**

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### **1. Scope of Services**

#### **1.1 Services Provided**

**The Service Provider agrees to design, develop, and deliver the following:**

- A custom software solution for Client’s financial management system.**
- User training and documentation.**
- One-year maintenance and technical support.**

#### **1.2 Deliverables**

**The deliverables include:**

- A web-based application meeting specifications outlined in Exhibit A.**
- Complete source code and deployment files.**
- Training manuals and usage guides.**

#### **1.3 Specifications**

**The specifications and functionality requirements are detailed in Schedule 1 of this Agreement.**

#### **1.4 Exclusions**

**The Service Provider is not responsible for third-party integrations or modifications made without prior approval.**

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### **2. Term and Termination**

#### **2.1 Term**

**The Agreement commences on the Effective Date and will remain in effect for a term of 12 months or until all services have been satisfactorily delivered, whichever is earlier.**

## **2.2 Termination for Cause**

**Either Party may terminate the Agreement upon written notice if the other Party:**

- **Fails to remedy a material breach within 30 days of receiving notice.**
- **Becomes insolvent or unable to meet its obligations.**

## **2.3 Termination Without Cause**

**The Client may terminate this Agreement without cause by providing 60 days' written notice, subject to payment of outstanding balances.**

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## **3. Compensation and Payment Terms**

### **3.1 Fees**

**The total fee for services is \$150,000, payable as follows:**

- **30% upfront payment due upon signing.**
- **40% milestone payment upon delivery of the first beta version.**
- **30% final payment upon project completion and approval.**

### **3.2 Payment Terms**

**Invoices are payable within 15 days of receipt. Late payments will incur interest at a rate of 1.5% per month.**

### **3.3 Reimbursable Expenses**

**The Client agrees to reimburse pre-approved expenses incurred during project execution, such as travel and hosting fees.**

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## **4. Intellectual Property Rights**

### **4.1 Ownership**

**Upon full payment, all intellectual property, including source code, will transfer to the Client.**

### **4.2 License**

**The Service Provider retains the right to reuse generic components or libraries not specific to the Client's application.**

### **4.3 Confidentiality**

**The Service Provider agrees to protect all Client data and proprietary information for a period of five (5) years from the Effective Date.**

## **5. Warranties and Representations**

### 5.1 Service Provider Warranties

The Service Provider warrants that:

- All services will be performed in a professional and workmanlike manner.
- The software will conform to the specifications outlined in **Schedule 1** for a period of **90 days** after delivery.
- It holds all necessary rights and licenses to deliver the services without infringing on third-party rights.

### 5.2 Client Warranties

The Client warrants that:

- It will provide accurate and complete project requirements.
- It holds all necessary rights to any materials provided to the Service Provider.
- It will use the software only for lawful purposes.

### 5.3 Disclaimer of Implied Warranties

Except as explicitly stated, the Service Provider disclaims all implied warranties, including merchantability and fitness for a particular purpose.

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## 6. Indemnification

### 6.1 Indemnification by Service Provider

The Service Provider agrees to indemnify and hold harmless the Client against any claims, damages, or liabilities arising from:

- Intellectual property infringement caused by the Service Provider's deliverables.
- Breach of the Service Provider's warranties or obligations.

### 6.2 Indemnification by Client

The Client agrees to indemnify and hold harmless the Service Provider against claims arising from:

- Unauthorized use of the deliverables by the Client.
- Violation of applicable laws by the Client's use of the software.

### 6.3 Conditions of Indemnification

The indemnifying Party must be notified promptly of any claims and allowed to control the defense or settlement of such claims.

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## 7. Dispute Resolution

### **7.1 Negotiation**

The Parties agree to first attempt to resolve disputes through good-faith negotiations within **30 days** of a written notice of dispute.

### **7.2 Arbitration**

If negotiations fail, the dispute will be resolved by binding arbitration under the rules of the **American Arbitration Association (AAA)**.

- Location: **San Francisco, California.**
- Governing Law: **Laws of the State of California.**
- Costs: Each Party bears its own legal costs.

### **7.3 Injunctive Relief**

Notwithstanding the above, either Party may seek injunctive relief in court to prevent unauthorized use or disclosure of confidential information.

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## **8. Limitation of Liability**

### **8.1 Exclusion of Certain Damages**

Neither Party shall be liable for indirect, incidental, or consequential damages, including loss of revenue or profits, even if advised of such damages.

### **8.2 Liability Cap**

The Service Provider's total liability under this Agreement shall not exceed the total amount paid by the Client under this Agreement.

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## **9. Miscellaneous Provisions**

### **9.1 Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

### **9.2 Amendments**

No modifications to this Agreement are valid unless made in writing and signed by both Parties.

### **9.3 Force Majeure**

Neither Party shall be liable for delays or failures due to causes beyond their reasonable control, including natural disasters, acts of government, or labor disputes.

### **9.4 Assignment**

The Client may not assign this Agreement without prior written consent from the Service Provider.

### **9.5 Notices**

All notices under this Agreement must be delivered in writing to the addresses listed in the opening paragraph.

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## 10. Signatures

**In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.**

**Service Provider:**

Name: Jane Smith

Title: CEO

AlphaTech Innovations Inc.

Signature: \_\_\_\_\_

**Client:**

Name: John Doe

Title: Director

John Doe Solutions

Signature: \_\_\_\_\_