Software Development Services Agreement

This Agreement is made and entered into on **November 15, 2024** (the "Effective Date") by and between:

1. **Client**: Bright Future Tech Solutions, a corporation organized under the laws of the State of Texas, with its principal office at **789 Sunshine Blvd, Austin, TX, 73301**, hereinafter referred to as the "Client."

2. **Service Provider**: CodeWave Technologies LLC, a company registered in the State of Florida, with its principal office at **321 Ocean Drive, Miami, FL, 33139**, 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 and develop a web-based project management tool.

- Provide training sessions for end-users.

- Offer technical support for **six (6) months** following delivery.

1.2 **Deliverables**
The deliverables include:

- A functional software application with features outlined in **Exhibit A**.

- Deployment-ready files.

- User training materials.

1.3 **Specifications**
The specifications and performance requirements are detailed in **Schedule 1** of this Agreement.

1.4 **Exclusions**
The Service Provider is not responsible for integration with external payment gateways unless otherwise agreed in writing.

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2. Term and Termination

2.1 **Term**
The Agreement commences on the Effective Date and remains in effect until project completion, expected by **June 30, 2025**, or until terminated earlier.

2.2 Termination for Cause
Either Party may terminate this Agreement with **10 days' written notice** in the event of a material breach by the other Party.

2.3 Termination Without Cause
The Client may terminate this Agreement without cause by providing **90 days' written notice**, with payment due for work completed up to the termination date.

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3. Compensation and Payment Terms

3.1 Fees
The total fee for services is **$200,000**, payable as follows:

- **50% upfront payment** due upon signing.

- **25% milestone payment** upon submission of the first prototype.

- **25% final payment** upon delivery of the final product.

3.2 Payment Terms
Invoices are payable within **30 days** of receipt. Late payments will incur a penalty of **5% per month**.

3.3 Reimbursable Expenses
The Client agrees to reimburse travel-related expenses for meetings beyond **100 miles** of the Service Provider's office.

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4. Intellectual Property Rights

4.1 Ownership
Upon full payment, ownership of all deliverables, including source code, shall transfer to the Client.

4.2 License
The Service Provider retains a royalty-free license to reuse non-Client-specific code components for future projects.

4.3 Confidentiality
The Service Provider agrees to protect Client's confidential information for a period of **two (2) years** after project completion.

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5. Warranties and Representations

5.1 Service Provider Warranties
The Service Provider warrants that:

- The software will conform to the specifications in **Schedule 1** for a period of **120 days** post-delivery.

- It holds all necessary rights to deliver the services without infringing on third-party rights.

5.2 **Client Warranties**
The Client warrants that:

- It will provide complete project specifications by **December 15, 2024**.

- It will not reverse-engineer or decompile the delivered software.

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6. Dispute Resolution

6.1 **Negotiation**
The Parties will first attempt to resolve disputes through good-faith negotiations within **45 days** of a written notice.

6.2 **Arbitration**
Unresolved disputes will be submitted to binding arbitration under the rules of the **International Chamber of Commerce (ICC)**.

- Location: **Dallas, Texas**.

- Governing Law: **Laws of the State of Florida**.

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7. Miscellaneous Provisions

7.1 **Entire Agreement**
This Agreement constitutes the entire understanding between the Parties.

7.2 **Force Majeure**
Neither Party shall be liable for delays due to events beyond their reasonable control.

7.3 **Notices**
Notices must be delivered in writing to the addresses listed in the opening paragraph.

7.4 **Assignment**
Neither Party may assign this Agreement without prior written consent of the other Party.

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8. Signatures

Service Provider:
Name: Sarah Carter
Title: CTO
CodeWave Technologies LLC
Signature: _____

Client:
Name: Mark Reed
Title: Operations Manager
Bright Future Tech Solutions
Signature: _____