

Software Development Agreement

This Software Development Agreement (the "Agreement") is made and entered into as of February 1, 2024, by and between:

Client: BrightTech Solutions, 500 Innovation Parkway, Suite 120, InnovateCity, NY 10001

Service Provider: AlphaCode Developers Inc., 800 Software Drive, Suite 310, CodeTown, CA 90210

Project Name: Employee Management System (EMS) Development

Agreement Number: SDA-2024-BT001

1. Scope of Work

AlphaCode Developers Inc. agrees to design, develop, and deliver a custom Employee Management System (EMS) for BrightTech Solutions. The system will include the following features:

Employee Directory: Secure database for employee records, accessible by HR and managers.

Time Tracking: Integration with biometric devices for attendance and time tracking.

Performance Reviews: Automated performance tracking and review templates.

Custom Reports: Generation of compliance and management reports.

Deliverables will include:

Fully functional software system.

Deployment in the Client's environment.

Training for HR and IT staff.

Maintenance and support documentation.

Change Management: Any changes to the scope must be approved in writing. Change requests may incur additional costs and timeline extensions.

2. Project Timeline and Milestones

Start Date: February 1, 2024

End Date: August 31, 2024

Milestone Schedule:

Requirements Gathering and System Design: By March 15, 2024

Delivery of First Prototype: By May 1, 2024

Final Deployment and Acceptance: By August 31, 2024

Delays: AlphaCode Developers Inc. will notify the Client of any delays beyond 7 business days. Any such delays must be mutually agreed upon in writing.

3. Payment Terms

Total Cost: \$200,000

Payment Schedule:

25% (\$50,000) upon signing of the Agreement.

35% (\$70,000) upon delivery of the first prototype.

40% (\$80,000) upon final acceptance of the software.

Late Payment Penalty: A 1.5% penalty will apply for payments not made within 15 days of the due date.

Additional Costs:

The Client will reimburse AlphaCode Developers Inc. for all pre-approved travel expenses related to on-site deployments.

4. Intellectual Property Rights

Ownership:

Upon full payment, BrightTech Solutions will own the intellectual property rights to the Employee Management System, including the source code and documentation.

Third-Party Software:

AlphaCode Developers Inc. may use third-party libraries or tools, provided that they do not violate intellectual property laws. Any such components must be disclosed and licensed to the Client.

Pre-existing Tools:

The Service Provider retains ownership of any pre-existing tools or frameworks used during development, provided they do not interfere with the functionality of the EMS.

5. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary and sensitive information disclosed during this project. This includes, but is not limited to:

System design documents

Employee data

Business strategies and workflows

Exceptions to confidentiality include disclosures required by law or court order.

6. Warranties and Liability

Warranties:

AlphaCode Developers Inc. guarantees the software will function as per specifications for a period of 120 days post-deployment.

Any bugs or defects reported during this period will be fixed at no additional cost.

Limitations of Liability:

The Service Provider's liability shall not exceed the total project fee.

Neither party shall be liable for indirect or consequential damages arising from the use of the software.

7. Termination Clause

Termination by the Client:

The Client may terminate the Agreement with 30 days' written notice if the Service Provider fails to meet critical milestones.

Termination by the Service Provider:

The Service Provider may terminate the Agreement if payments are overdue by more than 60 days.

Upon termination, all completed work will be delivered to the Client. Payments for completed milestones will be retained by AlphaCode Developers Inc.

8. Dispute Resolution

Any disputes arising under this Agreement shall first be resolved through good-faith negotiations.

If unresolved, disputes will be submitted to binding arbitration under the rules of the American Arbitration Association.

9. Force Majeure

Neither party shall be held liable for delays caused by circumstances beyond their control, including but not limited to natural disasters, pandemics, and government restrictions.

10. Amendments

This Agreement may only be amended in writing and signed by both parties.

Signatures

Client: BrightTech Solutions

Signature: _____

Name: Alex Carter

Title: Chief Operations Officer

Date: _____

Service Provider: AlphaCode Developers Inc.

Signature: _____

Name: Sophia Lee

Title: Managing Director

Date: _____