

SOFTWARE DEVELOPMENT SERVICES AGREEMENT

Contract No: SVC-2024-0789

Effective Date: September 1, 2024

Party A (Client):

TechGrowth Solutions GmbH

Kurfürstendamm 88, 10709 Berlin, Germany

Registration Number: HRB 234567 B

VAT ID: DE987654321

Represented by: Dr. Michael Weber, CEO

Party B (Service Provider):

CodeCraft Development AG

Alexanderplatz 5, 10178 Berlin, Germany

Registration Number: HRB 876543 B

VAT ID: DE123456789

Represented by: Sarah Klein, Managing Director

1. SCOPE OF SERVICES

Party B agrees to provide software development services to Party A, including but not limited to:

- (a) Development of a customer relationship management (CRM) system
- (b) Integration with existing enterprise resource planning (ERP) systems
- (c) User interface design and implementation
- (d) Quality assurance and testing services
- (e) Documentation and user training

2. TERM AND TERMINATION

This Agreement shall commence on September 1, 2024, and shall continue for a period of twelve (12) months, expiring on August 31, 2025, unless earlier terminated in accordance with the provisions herein.

Either party may terminate this Agreement with ninety (90) days written notice. In case of material breach, the non-breaching party may terminate immediately upon written notice.

3. COMPENSATION AND PAYMENT TERMS

Party A agrees to pay Party B a total contract value of €185,000 (One Hundred Eighty-Five Thousand Euros) for the services rendered under this Agreement.

Payment Schedule:

- 30% (€55,500) upon contract signing
- 30% (€55,500) upon completion of Phase 1 (January 31, 2025)
- 25% (€46,250) upon completion of Phase 2 (May 31, 2025)
- 15% (€27,750) upon final delivery and acceptance (August 31, 2025)

All payments are due within thirty (30) days of invoice date. Late payments shall incur interest at a rate of 8% per annum.

4. INTELLECTUAL PROPERTY RIGHTS

Upon full payment of all fees due under this Agreement, Party A shall own all intellectual property rights, including but not limited to copyrights, patents, and trade secrets, in the deliverables created specifically for Party A under this Agreement.

Party B retains ownership of any pre-existing intellectual property and grants Party A a non-exclusive, perpetual license to use such materials as incorporated in the deliverables.

5. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all proprietary information disclosed during the term of this Agreement and for a period of three (3) years following termination. This obligation does not apply to information that is publicly available or independently developed.

6. WARRANTIES AND LIABILITY

Party B warrants that all services will be performed in a professional and workmanlike manner consistent with industry standards. The total liability of either party under this Agreement shall not exceed the total contract value of €185,000.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of Berlin, Germany.

Party A

TechGrowth Solutions GmbH

Dr. Michael Weber, CEO

Date: September 1, 2024

Party B

CodeCraft Development AG

Sarah Klein, Managing Director

Date: September 1, 2024