SOFTWARE DEVELOPMENT SERVICES AGREEMENT

This Software Development Services Agreement is made and entered into as of [Date], by and between: Codemakers LLC, a company organized and existing under the laws of the United States, with its principal place of business located at [Address], and [Clients Name], with its principal place of business located at [Client Address]. The Service Provider and the Client may be referred to collectively as the "Parties" or individually as a "Party."

1. SERVICES PROVIDED

The Service Provider agrees to provide the Client with the following services:
- Custom software development, including design, coding, testing, and deployment, in accordance with the specifications outlined in Schedule A.
- Ongoing maintenance, support, and updates as agreed upon in Schedule A.
- Any additional services requested by the Client will be subject to separate agreement and additional fees.

2. SCOPE OF WORK

The detailed scope of work, deliverables, and timeline are described in Schedule A. Both Parties agree to collaborate during the project to ensure that requirements are met on time and to the Client's satisfaction.

3. PAYMENT TERMS

The Client agrees to compensate the Service Provider for the services rendered as follows: - Total Contract Value: [Total Amount].
- Initial Deposit: 20% of Total Contract Value, due upon signing this Agreement.
- Progress Payments: Payments will be made according to the following schedule:
- [X%] upon completion of [Milestone 1].
- [X%] upon completion of [Milestone 2].
- Final Payment upon delivery and acceptance of the software.
A payment confirmation will be sent via email upon receipt of each payment, and the final invoice will be issued only upon receipt of the final payment.

4. NON-PAYMENT AND BOUNCED CHECKS/TRANSFERS

In the event that: - The Client fails to make any payment as scheduled; - A check issued by the Client is returned or bounces; - A bank transfer made by the Client is found to be fraudulent or rejected.

The Service Provider will impose a 10% penalty of the Total Contract Value for administrative and financial costs, and the contract will be automatically terminated.
Additionally, the Client acknowledges full legal responsibility for any bounced checks or fraudulent transfers and agrees to cover any legal fees or costs associated with recovering the amounts due.

5. OWNERSHIP OF WORK PRODUCT

Upon full payment of all fees and costs due under this Agreement, the Client will own all rights, including intellectual property rights, to the software delivered under this Agreement. Until such payment is made, all rights remain with the Service Provider. The Service Provider retains the right to use general knowledge, skills, and methodologies developed during the project in future engagements, provided that no proprietary or confidential information of the Client is disclosed.

6. CONFIDENTIALITY

Both Parties acknowledge that they may have access to confidential information regarding the other Party's business.
Both Parties agree not to disclose such confidential information to third parties without prior written consent.
This obligation will survive the termination of this Agreement.

7. TERMINATION

This Agreement may be terminated by either Party:
- Upon 30 days' written notice for any reason.
- Immediately, by the Service Provider, if the Client fails to make a scheduled payment or if a payment is rejected as outlined in Section 4.
In the event of termination, the Client will pay for all services rendered up to the date of termination.

8. LIMITATION OF LIABILITY

The Service Provider shall not be liable for any indirect, incidental, special, or consequential damages, including loss of revenue or profits, arising from the use of the software, except in cases of gross negligence or intentional misconduct.

9. DISPUTE RESOLUTION

In the event of any dispute arising out of this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved, it will be submitted to binding arbitration in [State].

10. GOVERNING LAW

This Agreement will be governed and construed in accordance with the laws of the State of [State], United States, without regard to its conflict of law provisions.

11. ELECTRONIC SIGNATURES

Both Parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties further agree that this Agreement, or any other agreements necessary for the execution of the services, may be executed electronically and stored electronically, and such electronic records shall be deemed valid and enforceable.

12. ENTIRE AGREEMENT

This Agreement, along with the Supporting Documents (Technical Proposal, Service Proposal, and Financial Proposal), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, or understandings, whether written or oral, between the Parties. Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

13. MISCELLANEOUS

- Notices: All notices or communications required under this Agreement will be sent to the addresses provided above, unless otherwise stated by the Parties.
- Amendments: No modification of this Agreement will be valid unless agreed to in writing by both Parties.
- Severability: If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

14. ANNEXES

This contract includes the following annexes, which are an integral part of the same: - Annex A: Technical Proposal
- Annex B: Service Proposal
- Annex C: Financial Proposal
The parties agree that the terms and conditions established in these annexes complement and detail the obligations and rights of each party under this Agreement.

15. PROTECTION OF PERSONAL INFORMATION

The parties hereby consent to the collection and storage of personal information for the purpose of verifying the identity of each signer. Each signer shall provide the last four digits of their ID, which will be securely stored in an encrypted format to protect the privacy of the individuals involved. Both parties agree not to disclose this information to any third parties, except as required by law. The information collected will be used solely for the validation of the electronic signature and to ensure compliance with applicable legal obligations. Each party acknowledges and accepts their responsibility to safeguard this information in accordance with relevant data protection laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Codemakers LLC
By: _____
Name: [Codemakers' Agent]
Title: [Title]
Date: [Date]
Location: [Location]

By: _____
Name: [Client's Representative]
Title: [Title]
Date: [Date]
Location: [Location]
_____