

Business Contract

This Business Contract ("Contract") is entered into on August 21, 2024, by and between:

	Party A	Party B
COMPANY	ABC Solutions, Inc.	XYZ Manufacturing Co.
ADDRESS	1234 Inno Drive Tech City, CA 90210	5678 Avenue Manu Town, TX 75001
PHONE	(555) 123-4567	(555) 987-6543
EMAIL	contact@abcsolutions.com	info@xyzmanufacturing.com
REPRESENTED BY	John Doe, Chief Officer	Jane Smith, President

Scope of Work:

ABC Solutions, Inc. ("ABC") agrees to provide XYZ Manufacturing Co. ("XYZ") with custom software development services to enhance XYZ's production management system. The services will include:

- Requirement analysis and system design.
- Development of software modules for inventory tracking and quality control.
- Integration of the new system with XYZ's existing ERP software.
- Ongoing technical support and maintenance for a period of 12 months after delivery.

Payment Terms:

- The total contract amount is \$150,000, payable in three installments:
 - \$50,000 upon signing this Contract.
 - \$50,000 upon completion of software development.
 - \$50,000 upon final delivery and integration of the system.
- Invoices will be issued at the completion of each milestone and are due within 30 days of receipt.

Delivery Schedule:

- Project Kickoff: September 1, 2024
- Completion of Software Development: November 15, 2024
- Final Delivery and Integration: December 15, 2024

Confidentiality:

Both parties agree to keep all information, documentation, and materials related to the project confidential. Neither party will disclose any proprietary information to third parties without prior written consent from the other party.

Term and Termination:

- This Contract is effective as of the date signed by both parties and will remain in effect until the completion of the project, unless terminated earlier in accordance with the terms below.
- Either party may terminate this Contract if the other party breaches any material term and fails to remedy the breach within 15 days of receiving notice.
- Upon termination, XYZ will pay ABC for all work completed up to the date of termination.

Warranties and Liabilities:

- ABC Solutions, Inc. warrants that the software developed will perform substantially in accordance with the specifications agreed upon by both parties for a period of 12 months after delivery ("Warranty Period").
- If any defects or issues arise during the Warranty Period, ABC agrees to correct them at no additional cost to XYZ.
- ABC's total liability under this Contract, whether in contract, tort, or otherwise, shall not exceed the total amount paid to ABC by XYZ under this Contract.
- ABC shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with the use or performance of the software.

Intellectual Property Rights:

All intellectual property developed under this Contract will be the sole property of XYZ Manufacturing Co. ABC Solutions, Inc. will retain the right to use any general knowledge, skills, and experience acquired during the performance of the services.

Dispute Resolution:

In the event of a dispute, both parties agree to first attempt to resolve the matter through mediation. If mediation fails, the dispute will be settled through binding arbitration in accordance with the rules of the American Arbitration Association.

Force Majeure:

Neither party shall be liable for any failure or delay in the performance of its obligations under this Contract due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, strikes, lockouts, or other labor disputes, government actions, or other events that are unforeseeable and unavoidable. The affected party shall notify the other party as soon as practicable of the occurrence of such an event and shall use reasonable efforts to resume performance as soon as possible.

Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the State of California.

Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements. Any amendments must be made in writing and signed by both parties.

Data Protection and Compliance:

- Both parties agree to comply with all applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR) and any relevant local data protection laws.
- ABC Solutions, Inc. will implement appropriate technical and organizational measures to ensure the security of any personal data processed during the performance of the Contract.
- XYZ Manufacturing Co. retains ownership of all personal data provided to ABC and is responsible for ensuring that such data is collected and processed in compliance with applicable data protection laws.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ABC Solutions, Inc.
John Doe, Chief Officer

SIGNATURE

XYZ Manufacturing Co.
Jane Smith, President

SIGNATURE