

sdi

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Confidentiality of Important Information

The information in this Document is confidential and is intended solely for the attention and use of employees of **Keith McCormick**. It might contain privileged information. If it has come to you in error and you are not the intended recipient you must not proceed further, disclose, copy, use or disseminate any information contained therein, please delete it and contact us **Rob@sdi.la** without delay so that we may take whatever action we consider appropriate. Although this document is believed to be free from any virus it remains the responsibility of the recipient to ensure that this document is virus free and we accept no responsibility in this regard.

Table of Notifications

This Table represents the contacts in both companies as assigned currently.

Project	Name	Company
Web Application	Keith McCormick	Quick Cup
Client Interface (Business)	Rob LaPointe	Software Developers Inc.
Client Interface (Technology)	Sachin Nayak	Software Developers Inc.

SDI has developed over 2,500 Enterprise class technical solutions in the form of Websites, Software Programs and Apps for over 15 years. With experience ranging from global corporate clients to SMB, we have worked in every facet of our industry, delivering value and excellence to each of our 4,000+ clients. We have more than 200 developers and designers as well as over 30 UI specialists, plus a management team that is comprised of successful individuals who have worked for Apple, Webex, and HP. All employees have a degree from a certified University and have no less than 5 years experience in their field. Our offices in Silicon Valley, Melbourne, London, and Pondicherry provide us with a unique perspective into every major tech market in the world.

SDI has generated a profit every year for the last 15 years with zero debt. We are 100% independent and a privately owned company since inception. The company is self-funded and financially stable with established spending, earning budgets, as well as a defined goals oriented structure.

SDI specializes in technical enterprise solutions for SMBs and Global Business. We provide services such as:

- Mobile App Development for Android/iOS
 - Business to Consumer & Business to Business
- Custom Software Development for Enterprise and Small business;
 - Including SaaS, PaaS, IaaS; & BaaS.
- Developing new integrated systems;
 - Including content and data migration;
- Website design and development;
- Corporate/Enterprise App Development;
- eCommerce Frameworks and Apps development; and
- IT Consultation.
- Marketing Strategies;
- Sunsetting Legacy Systems;
- Technical expertise:

- | | | | |
|-----------------|---------------|----------------|-----------|
| 1. .NET | 2. PHP | 3. JSP | 4. MS SQL |
| 5. MySQL | 6. Oracle | 7. Frameworks | 8. CMS |
| 9. Mobile SDK's | 9.iOS/Android | 10. UI Design. | |

Featured Clients

SDI works in every industry from Education to eCommerce, from startups to global corporations.

SDI specializes in custom software, websites and mobile apps for business growth. Our solutions are designed to improve acquisition, user loyalty and improve revenue generation. Nearly 80% of our business is generated by satisfied returning clients.





The following staff will be assigned to this project:

- Project Manager;
- Creative Designer;
- UI Developer;
- Sr. Android/iOS Developers.
- Sr. C# / .NET Programmer

Description of Roles Assigned to this Project

Project Manager (PM)

The Project Manager will be the person directly in control of the designers and developers as well as the general flow of the project. The PM will also serve as the conduit for communication between the client (Quick Cup) and the Design and Development Team.

● Creative Designer

The Creative Designers assigned to this project will be responsible for creating a cohesive, logical, and attractive Design in accordance with Quick Cup's design guidelines.

● UI Developer

The UI developer will be responsible for converting the designs into intuitive UI's that are simple and easy to operate.

● Senior Developers

The Sr. Developers assigned to this project will be responsible for coding to best industry practices. This includes creating robust, secure code that is responsive, fast, and bug-free.

The aim of this project is to create a mobile app for Android and iOS. The purpose of this app is to allow Consumers (Coffee Drinkers) to order Coffee from local shops, while on the go. The app will enable consumers to view local shops with Est. wait times, make orders via the app, and pay via the app. Coffee Shops and restaurants will add value to their business and make selling their product easier.

Development Methodology Overview



Strategy & Objectives



Custom Design



Coding & Integration



Release & Launch

1. Strategy & Objectives

- a. SDI's Project Manager will use the Wireframes already provided to us to inform our design process, We will use the wireframes and industry best design tools to create the optimal UX/UI for both interfaces (Consumer/Restaurant). This will establish clear strategies and goals for the project.

2. Custom Design

- a. SDI will make alterations to final wireframes and mockups as deemed necessary by Quick Cup.
- b. Quick Cup representative must approve wireframes and mockups prior to Stage 3.

3. Coding & Integration

- a. Once approval has been provided, SDI's PM will confer with our Chief Technical Officer (Sachin Nayak) to determine the necessary technical requirements.
- b. SDI will follow industry best practices for coding, including use of Responsive Web Design.

4. Release and Launch

- a. SDI will inform the client when the MVP and Alpha products have been completed.
 - i. SDI will test for errors, bugs and other coding-related issues, and will repair them as needed. SDI will also meet with Quick Cup's representative to determine any other considerations or issues.

1. SDI will test the Web back end on all major web browsers and OS'
 2. SDI will also fix any coding-related problems that occur for up to 6 months after launch. Further support can be provided through our Annual Maintenance Contract.
- b. Once the Alpha product has been approved and all issues resolved, SDI will launch the web portal.

Technology

For this program, SDI will use the following coding languages and tools

- C# .NET - For the Program
- SQL - For the Database

Development Principles

The development principles of this turnkey solution will be:

- Simple to use, beautiful UI designs.
- Language of Development – English
- Language of Data Entry – English

Coding Standards

- SDI will use .NET to code the web backend (Restaurant and Quick Cup) itself;
- High quality design will optimize performance website backend for Tablet and Web

access. We will not optimize the Web Portals for SmartPhones. The Consumer Front end will be optimized for iOS and Android Smartphones (not for Tablets)

- The web pages and the web application itself will be responsive so as to render correctly on Mobile devices.
 - All code for the Restaurant/Quick Cup Admin portal will respond with different CSS3 principles depending upon the device used to access the Client web Portal.

Security & Identity

- The web portal will be encrypted via HTTPS in order to provide security and integrity for the data being exchanged upon the site.
 - Integrity - HTTPS prevents hackers from interfering with communications between a user's browser and your website;
 - Security - HTTPS prevents passive eavesdropping;
- HTTPS also helps to prevent secure content from being confused with insecure content (called "mixed content") and authenticates a website for users.

Data Security and Encryption

- All information will be transferred using Secure Protocols
- SDI will secure the information through the use of a secure SSL certification and other encryption coding techniques. We will also use any other resources deemed necessary to secure data.
 - All data will be stored on a secure server;
 - Users will be able to access their information and their information alone;
 - Users will be authenticated via their email or login information

- Quick Cup will be the only party able to access all stored information.

Performance

- SDI will optimize:
 - Content to increase load speeds;
 - Critical rendering path to prioritize what content is displayed based upon what information the user needs;
 - Rendering performance so that all elements are displayed correctly.

Warranty

- SDI provides 6 months debugging warranty on every project. For the initial 6 months after acceptance/launch, if any bugs occur and are identified, we will fix them without any cost to you.

Ongoing Maintenance

- Beyond the 6 months, we can provide a 12 month/Quarterly maintenance contract at a nominal additional cost.

Third-Party APIs, Software, and Programs

- Images : SDI will make use of the images provided by Quick Cup, or any other images deemed interesting or pertinent as per Quick Cup Design Guidelines.

*A note on design - all design will be heavily informed by the wireframes already provided by client. SDI will make any changes agreed upon by both Client and SDI.**

- Account Creation

- After a User downloads the Quick Cup app, they will be prompted to create an account. Users will create an account by providing:
 - Name;
 - Optional;
 - Photo of their car and/or themselves;
 - Optional;
 - Favorite Stores and Preferred Drinks;
 - Optional;
 - Payment Information
 - Credit Card, PayPal, Cash.
- We will Use Facebook or Google+ account feature to enable easy account creation.

- Home Screen

- Once a User creates an account, they will from then on be directed to the app home page. The following buttons and options will be presented:

- Quick Cup

- SDI will create an algorithm that will automatically find and select the closest shop with the shortest wait time, as based off phone's geolocation. The app will favor over all shortest time for this option.
- Wait time will be determined off geo-fence system; how long from when someone enters the perimeter around a store until they receive their order.
- Then the app will present the shop to user with ETA, with an option to place the User's pre-selected Drink Option.

- Consumer view will also have a view of all coffee shops on the app even if they are not signed up as a provider. No ordering, just view on the map with names.

- Favorites

- This will show User's previously indicated Favorite local Shops.
- Drive and Wait times (based off average wait time) will be presented to user for each of their favorite options.
- There will also be a Preferred/Favorite Drink option here. This will allow Users to select multiple Favorites (from a preselected drop down menu of common coffee beverages) and will also have the option to "Write-In" a favorite.

- Browse

- The User's location (based off phone) will be displayed on typical map (drag and look). All nearby Coffee stops will be displayed, shops not in

the Quick Cup system will appear grey while shops in the network will appear as red bubbles. These will have two views:

- 1 tap: Quick view, with business highlights
 - Drive & Wait times, as well as if open/closed. Shops not within the network will appear grey and have no information except for the location on the map and the name of the shop.
- 2 taps: directs to Restaurant's app screen/page.
 - Users will be able to browse Shop's menu, place order (singular or multiple items), and pay within the app.
Users will also be able to quickly place orders with the Preferred Drinks button

- My Account

- Users will be able to edit or delete their account with this feature.

- Order Screen

- After an order is placed, Users will be presented with screen displaying an itemized bill. This bill will contain all products orders (including add ons) and will show price of each item. At the bottom, Users will see the total order price and a Checkout Button.
- The menu will have drop downs. Ie. Categories such as, "Mochas, Frappes...."
The drop down would then show sizes, prices, and a button for "extras."
 - Extras would drop down to show what extras the shop has made available and their pricing.
 - When an item or extra is added it will turn green and be added as an item in the cart at the bottom of the screen and added to the price total.

- Checkout Screen

- This Screen will display Pickup Shop name, Photo of Shop, and Itemized Bill with

product pricing breakdown.

- 2% service charge to be added before tip and sent to Quick Cup account. The rest of the payment flows through directly to the shop.
 - Additionally, Users will be able to tip staff by selecting from common percentages (5%, 10%, and 15%). Each tip button will also display how much the tip will add to the bill.
 - Users will be able to also write in a custom tip, or select no tip.
- After tip is selected, the app will display grand total, including all tip and taxes added in.
- Users will Pay by selecting “Pay” Button. This will direct user to their preferred payment options. All options (except Cash) will need a password before app will complete payment.
 - Users will also be able to add a new payment method.

- Confirmation Screen

- Users will be presented with Order Summary displaying:
 - Confirmation Number;
 - Wait time; and
 - Email to which the Receipt was sent.

A note on design - all design will be heavily informed by the wireframes already provided by client. SDI will make any changes agreed upon by both Client and SDI.

- Account Creation

- After a restaurant downloads app, they will be prompted to create an account. Users will create an account by providing:
 - Name of Business;
 - Exact Location of Business;

- Can be done via phone geolocation or by dropping a pin;
- Photo of Store Front;
- Hours;
- Create & Manage complete menu ,Menu Specials or Promos;
- Payment/Deposit Accounts:
 - Accounts for Quick Cup service;
 - Account to accept customer payment;
 - Account to deposit payment.
- Interface/Order Screen
 - This Interface will be optimized for iPads and Tablets.
 - Restaurant Clients (hereafter referred to as “Clients”) will be presented with an ascending table of all current Quick Cup Orders. Table ranking will be decided based on the time when the order is expected to be picked up (soonest orders at the top).
 - The Table will have several columns (reading left to right):
 - Column 1 will display Customer (Coffee Orderer) name and a photo of their car (if available);
 - Column 2 will display full order;
 - 3 will display the time when the customer is expecting to pick up order;
 - The 4th column will show 1 of 2 icons to indicate payment method;
 - A dollar sign will be used if order was paid;
 - If cash was selected “CASH” will appear in prominent red letters;
 - We recommend highlighting entire orders if cash is selected, to reduce human error as much as possible;
 - The final column will display order total.
 - Clients will long Press (recommend over tap, so users can touch screen without

accidentally completing an order) on an Order Row to indicate it's completed.

Completed orders will turn brown.

- The very bottom of the Screen will show the shop's current estimated Wait Time.
- There will also be a sign out button on this screen.
- There will be an "archived" orders page for employees to recover "processed" orders and bring them back to the orders page.
- If the coffee shop is not logged into account, customers will not be able to order and pay using the app.
- Shops can flag customer's photos as inappropriate to be reviewed.

- User Roles & Privileges

- Admins will be able to change user roles, create new roles, and modify existing roles.

- Image Library Management

- Admins will have the ability to add, edit, or delete the images of web pages created by users, at their discretion.

- User Management

- Admins will have the ability to add, suspend or delete User Accounts.

- Page Management

- Admins will be able to modify/edit or delete Restaurant pages, if deemed necessary.

Miscellaneous

- This project to be completed and delivered by March. 31, 2017 and Go Live by April 1, 2017
- Branding- logo to be designed, app front end to be designed to resemble, colors, logo placements.

- A slideshow walk through on the business side needs to be completed and delivered February 1 in order to market to shops. In addition to an instructional video will be created to show businesses how to set, up, use, and manage their accounts.
- A slide show through the customer's side needs to be completed Jan 15, 2017 in order to market to consumers.
- All employees/contractors/persons who work on this will submit a signed non-disclosure agreement and 4 year non-compete agreement.
- No additional fees during production for hosting or service provider fees.

Project Summary - Website Interface

The website will be 4 pages. The homepage will be a consumer marketing tool to inform the customers what the business is and how it works.

There will be a login on the website for businesses to add/edit their profiles and view analytics including how many people viewed their shop on the app, number of orders, total revenue and tips.

Project Summary - Mobile Android and iOS App (2 Interfaces)

SDI will build a Mobile app that allows users to easily purchase local coffee on the go, and for businesses to grow orders. This App will have 2 interfaces, 1 for for each type of Quick Cup User. Also, there will be a responsive web portal for Restaurant Admin work.

This project will be completed and delivered within 5 months from the first payment date.

Any delays not caused by the client (Client to respond to questions within 48 hours) that

extend the project 2 days past this deadline will result in a month of Marketing activities on

SDI (Generally a \$4,000/month).

Investment Details

Consumer App (iOS & Android)

Tasks	Duration	Resources	Cost
Design	3 weeks	1 Designer	
Development (iOS)	2 Months	1 iOS Programmer	
Development (Android)	2 Months	1 Android Programmer	
Web Services	6 Weeks	1 .NET Programmer	
Testing	2 Weeks	1 Tester	
TOTAL:	6 months, 3 weeks	n/a	\$24,000.00

Responsive Admin Web Backend (includes Restaurant Admins)

Tasks	Duration	Resources	Cost
Development	6 Weeks	1 .NET Programmer	
Testing	1 Week	1 Tester	
TOTAL:	7 Weeks	n/a	\$11,000.00

Restaurant Order Management App (iOS & Android Tablet)

Tasks	Duration	Resources	Cost
Design	3 weeks	1 Designer	
Development (iOS)	1 Month	1 iOS Programmer	
Development (Android)	1 Month	1 Android Programmer	
TOTAL:	2 Months, 3 Weeks	n/a	\$10,000.00

Project Total

Project	Duration	Costs
Consumer Android/iOS smart phone App	6 months 3 weeks	\$24,000.00
Responsive Restaurant Web-based Backend	1 Month, 3 Weeks	\$11,000.00
Restaurant Order Management Android/iOS App	2 months 3 weeks	\$10,000.00
TOTAL:	11 Months , 1 Week	\$45,000.00

Guarantees

SDI guarantees resolution of any bug(s) which might be identified as a result of programming errors within 6 months of project acceptance by Quick Cup. SDI will deliver source codes and all project documentation upon completion of project.

Annual Maintenance Contract

SDI provides an Annual Maintenance contract which includes resolution of bugs, Updates to the latest SDK's/Tools used and Browser compatibility upgrades. Prior to the completion of the

6 month warranty we will discuss options for AMC.

Documentation

SDI will provide a HLDD (High level Design diagram), Indentation and Wireframes for the project. An ER Diagram and database schema will also be provided if requested. All Documentation will be provided upon project completion. All Documents associated with the project will be provided to the client (**Quick Cup**). This includes but is not limited to:

- Wireframes;
- UX Recommendations; and
- Technical/Creative Writeups.

Small tasks and additional work

SDI can undertake additional work at an hourly rate of \$35/hour. Once the tasks are provided to SDI, we can provide an estimate on the number of hours that may be needed and on approval from the client, the work will commence and we will deliver as per the provided schedule.

Payment terms:

1. - 33% Due Upfront at Contract Signing
2. - 33% Due Upon Design Completion
3. - 34% Due Upon BETA Delivery

All payment received by SDI, Inc. should be via bank wire, physical check or online check via

Intuit secured payment. <https://www.sdi.la/bankpay/>

Project Management - Collaboration/Review/Feedback

- We use **Active-Collab for Project Management/communications**. You will be provided with login credentials and you can provide your feedback, information, and/or ask questions if any. You can communicate with the team of designers and developers who will be working on your project.
- Quick Cup's Direct Management responsibilities throughout this project will be minimal, unless Quick Cup desires otherwise. The specific responsibilities will be:
 - Providing a **Technological Liaison**;
 - This person will be needed to provide information on Quick Cup's technical set-up;
 - The time requirements will be minimal, mostly relegated to answering the occasional question.
 - Providing a **Project/Functions Liaison**;
 - This person will be needed to discuss the specific functions of this solution, as well as to approve layouts, project steps, overall design, et cetera.
 - The time requirements will be more extensive than that of the Technological Liaison, but still quite minimal. We may occasionally

need to meet with the Project Liaison to discuss specific features or the workflow of the project.

- The process will start by going through the scope of work with team. We will provide you with a project plan which will include a list of tasks with their scheduled completion deadlines.
- The project manager will have a meeting with you when you are ready and we will begin work on the wireframes and design work and thereafter regularly update you and receive feedback and suggestions until you approve the designs.
- Once the designs are approved, we will move to the development phase. The team will work on the frontend and backend in parallel. We will have regular meetings and we will schedule the meetings as per your convenience.
- You will have daily access via phone, email, skype, and gotomeeting to directly communicate with the Project manager and/or other team members.
- When the team starts testing the software, we will provide you with access for testing the builds.

Source Codes

All of the project Source codes will be handed over to the client on project completion. Client will be the sole and exclusive owner of the app and all IP of the App on project completion and payment of all agreed Invoices to SDI.

Hosting

SDI provides hosting services and we recommend for our company to provide this service for the first 6 months of warranty to ensure quick response times for support. Prices range from \$250.00-\$450.00 per month. SDI will provide a quote for hosting services upon request.

Contract Terms & Conditions

THIS AGREEMENT is between Software Developers Inc (SDI), a Corporation having its office at 18809 Cox Avenue, Ste 100, Saratoga, CA - 95070, USA and the individual or company (Client) accepting these terms and conditions and submitting or signing this Agreement online or in written form ("Client" shall unless conflicting with the context or meaning thereof, be deemed to include its assignees, successors etc).

By accepting or submitting this Agreement electronically or in writing, you, the Client, agree to be bound by the following terms and conditions. No variation of these conditions will be binding unless made in writing and signed by a director of SDI.

1. The specifications attached with this agreement constitute the entire scope of work. Any specification and/or details not mentioned in this agreement or not included in SDI's documents or emails prior to this agreement are not valid and are not included in this contract. The Quick Cup Draft Screenshots, Quick Cup Bullet Point Specifications and the Quick Cup Summary attached within this agreement hereto are incorporated by reference into the specifications of this agreement. If the Client desires additional features, functionality, pages or tasks and/or provides any variation to the agreed specifications, then these will be considered as change request(s) or additional enhancements. SDI may perform these at its discretion with or without additional charges at SDI's standard hourly rates. SDI is not obligated to complete Change requests or changes outside of the scope of work on the original agreement.
2. If the Client requires SDI to provide design services, Client should provide clear written instructions on design expectations if any. SDI will provide up to 3 design iterations as needed to meet the client's expectations. SDI cannot be liable to the Client if such designs do not meet with the Client's approval within these 3 iterations and design services will be deemed to be rendered. Additional iterations may be provided by SDI with or without additional costs at SDI's discretion.
3. SDI follows design and programming standards as per an internal document known as "SDI Design and Programming standards". A copy of this document can be provided to the client on request. If client requires any specific standards of design or programming which are different from SDI's standards, then the client must provide those standards and/or requirements in a detailed document before the start of the project and SDI may then decide to accept or reject the project. If client needs a change or variation to SDI's Design and Programming standards, then this request must be made before the start of SDI's services under this agreement.
4. All apps produced and delivered by SDI may contain bugs or problems in functionality or delivered features unknown to SDI. If SDI is notified by the client in writing about bugs in the app for a period up to 180 days from the date of delivery, then SDI will make all efforts to resolve the bugs and a solution will be sent to the client. This does not include problems arising or caused by outside sources and/or third party apps. The bug resolution

services will be provided with reasonable skill and care in accordance with usual industry practice and in a timely, workmanlike and effective manner. SDI disclaims to the fullest extent permitted by law all warranties of any kind whether express or implied.

5. SDI will test the app on any 2 popular devices (iOS and/or Android or other OS as applicable). If client wants the app to be tested on more than 2 devices or on multiple levels then SDI may apply an additional fee at its sole discretion.

6. All apps are developed as Native apps or Framework apps. Native apps will be created via the SDKs provided by the principal company—Apple Inc for iPhone/iPad apps, Google Inc for Android apps, or as per the 3rd party SDK that is employed for the service. SDI's responsibility is to provide a working app under the latest version of the SDK at the time of delivery. If client wishes to make the app compatible with future versions, SDI may charge an additional fee as and when client requests compatibility with the latest version of the SDK. For framework apps, SDI may use ready-made code, ready-made CMS and/or ready-made Frameworks in addition to custom created code. These ready-made codes may be used to expedite project development and will be used at SDI's discretion as deemed feasible for the project.

7. This agreement shall not be cancelled by the Client, except with the written consent of SDI. Such cancellation can only be on the terms that the Client shall indemnify SDI in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by SDI as a result of cancellation

8. In the event that the Client fails to supply information or instructions within 30 business days of an email or written request from SDI and SDI is thereby unable to perform its obligations under the contract, SDI shall be entitled forthwith to terminate this Contract. In the event of such termination, the Client shall be liable to pay for all work undertaken by SDI on behalf of the Client prior to termination at SDI's standard hourly rates or as per the agreed rate per hour between SDI and the client, together with all costs and expenses reasonably incurred by SDI as a result of such early termination. If the client wishes to continue the contract after such a lapse in communication, SDI may apply a resource reallocation fee of 20% of the original contract value at SDI's sole discretion.

9. SDI will provide services professionally and honestly following standard business practices and ethics. If a client employs rude, improper or abusive language or behavior in communication with SDI or its employees, then SDI reserves the right to refuse to provide its services at its sole discretion at any time. In such an event, SDI will bill for all services provided to the client till such an event and reserve the right to terminate the contract without any additional liabilities from SDI to the client for the contracted service(s).

10. If the Client requests cancellation of a contract before the project is completed, SDI and Client agree that all services completed prior to cancellation are valid and will not be considered for refund. Refunds of all fees paid for services not yet delivered or approved by client may be issued on accounts cancelled within 60 days of the

initial project payment. This will be calculated on the basis of work already performed by SDI and deducted from payments received by SDI before any refund is issued for the balance if any. Client agrees to pay all fees owed from the time of sale until the cancellation effective date. The effective date of cancellation is to be 30 days from the date of SDI's receipt of written notice to cancel. It is Client's responsibility to secure confirmation from SDI that the request for termination has been received and no further fees will be billed.

11. By accepting a refund, Client agrees that the matter is settled in full and releases SDI, its officers, owners, members, agents and employees of any and all contractual obligations and waives all claims of any nature, including legal action, against SDI's its officers, owners, members, agents and employees. In its discretion, SDI may set off amounts due against other amounts received from or held for Client, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

12. Client understands and agrees that sdi, its subsidiaries, affiliates, officers, and employees shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if SDI has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from the use of or inability to use sdi's services, reliance on sdi's services, or from the interruption, suspension, or termination of sdi's services (including such damages incurred by third parties). This limitation shall also apply, without limitation, to the costs of procurement of substitute goods or services resulting from products or services purchased or obtained or messages received or transactions entered through sdi's services or for unauthorized access to or alteration of client's data or transmissions and any statements or conduct of a third party or any other matters relating to sdi's services. Such limitation shall further apply, with respect to the performance or nonperformance of services or any information or merchandise that appears on, or is linked in any way to sdi's services.

13. Client agrees to defend, indemnify and hold harmless SDI, its directors, officers, employees and agents from and against all claims and expenses, including attorneys fees that may arise or result from any content Client submits, posts, transmits or makes available through SDI's services, from any product sold by Client, its agents or employees, from any service provided or performed or agreed to be performed by SDI or from Client's breach or violation of this agreement, including any obligation, representation, or warranty made herein, or Client's violation of any rights of another. Client further agrees to defend, indemnify and hold harmless SDI, its directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising from or related to contracts, representations, agreements, promises, etc, made between Client and third parties, or arising from or related to Client's negligence toward third parties.

14. The Client agrees that it shall not during the continuance of this Agreement and for a period of 3 years following the expiration or termination of this Agreement (however arising) employ, solicit or contract the services of any person or independent contractor who is or was employed or engaged by SDI.

15. SDI will allocate a dedicated team including a project team leader to the client's project and reserves the right

to subcontract services or assign the ongoing servicing and/or hosting of your account or this entire Agreement to another party with client consent. This agreement shall not be affected by any change in the name of Software Developers Inc, it's DBAs or any other affiliated companies, or any condition, merger or acquisition of Software Developers Inc, and shall be automatically assigned to any successor entity of Software Developers Inc and shall continue in effect thereafter in accordance with its terms.

16. All notices required or permitted by this Agreement shall be in writing and in English and may be delivered personally, or may be sent by email or certified mail, return receipt requested, to the address set forth at the end of this Agreement. If Client chooses to send request by email, a copy of the request must also be sent by certified mail as confirmation of the request.

17. This agreement shall be governed exclusively by the laws of the State of California, USA, without regard to any conflicts of law provisions thereof, as a contract entered into and performed entirely within the State of California. The parties hereby expressly disclaim the application of the United Nations Convention on the International Sale of Goods. Client explicitly agrees that in lieu of litigation, arbitration may be used as a means of resolving disputes. Arbitration would be through a neutral third-party arbitrator to be approved by both Client and SDI. The decision of the Arbitrator will be binding on the client and SDI. If the parties cannot agree on an arbitrator, then the client may enter into litigation by pursuing the dispute in a court of law exclusively and only in the State of California and county of Santa Clara and the parties expressly consent to personal jurisdiction and venue therein and waive any objection based on forum non conveniens or otherwise. Should there be a breach of this provision, the non-breaching party shall be entitled to an award of attorney fees.

18. All developed software will be the exclusive property of the client on payment of agreed Invoices to SDI. The Intellectual property (IP) of all developed codes will rest exclusively with the client after the software has been accepted by the client and SDI's invoices have been paid. SDI cannot transfer IP or rights from Principal companies like Apple, Google and Samsung as SDI will use their SDK's for developing the software for the client and SDI is bound by the licensing agreement provided by these companies.

19. SDI's full and complete liability, if proven, for any reason whatsoever, shall be limited to the full refund of all monies paid to SDI excluding monies for any work which has been already performed and approved by client from the date of SDI being notified of a claim. Client explicitly agrees to this and agrees to not make any claim of liability beyond this under any circumstances. This is the main essential clause of this contract and agreement.

Contact Information: Client may contact SDI by phone at 408.647.2206 Monday through Friday (U.S. Working days) from 9:30 am to 3:30 pm Pacific Standard Time. Client may also email SDI for general questions at team@sdi.la. Other requests can be sent by mail to:

Attn: Software Developers Inc, 18809 Cox Avenue, Ste 100, Saratoga, CA, 95070, USA

