



Software Development Agreement Draft

This Software Development Agreement (the "Agreement") is made on October 5, 2024, between:

Client: Home Real Estate, a Thailand-based real estate company (hereinafter referred to as "Client")

Developer: Magnus Strand, representing Toolbase Private Ltd., with registered address at 2 Venture Dr, #19-21 Vision Exchange, Singapore 608526 (hereinafter referred to as "Developer")

1. Scope of Work

The Developer agrees to design, develop, and implement a custom web application for the Client using a combination of cutting-edge web technologies, third-party services, and bespoke development. The project will include:

1.1. Website Development

- Create a modern, responsive landing page and essential real estate website pages
- Develop a sophisticated property listing platform featuring over 9,000 properties in Bangkok

1.2. Search and Filter Functionality

- Implement an advanced, custom-built search and filter system for property listings, integrated with a high-performance search service

1.3. Interactive Map

- Integrate a custom interactive map displaying property locations

1.4. User Authentication and Membership

- Develop a robust user authentication system with Google OAuth and email-based two-factor authentication (2FA)
- Implement a comprehensive membership management system

1.5. User Profiles

- Create personalized user profile pages
- Implement a favorites system for users to save and manage preferred properties

1.6. Property Submission

- Develop a custom system allowing users to submit and manage new property listings

1.7. Custom Features

- Design and implement bespoke features and integrations to enhance functionality and user experience

1.8. Modern Design and Technology

- Utilize modern web design principles and the latest web technologies to ensure optimal performance and scalability

2. Client Responsibilities

2.1. Data Access

The Client agrees to provide the Developer with access to all necessary data, including property listings and other relevant information required for the development of the web application.

2.2. Content Collaboration

The Client agrees to collaborate with the Developer in creating and providing the copy/text and images for the website. While the Developer will input the text and images, the Client's help and guidance are essential in ensuring the content accurately represents the brand and meets the project requirements.

3. Project Timeline and Deliverables

The project will be divided into the following phases:

3.1. Phase 1: Planning and Design (2 weeks)

- Finalize project requirements
- Create wireframes and design mockups
- Obtain client approval on designs

3.2. Phase 2: Frontend Development (4 weeks)

- Develop responsive landing page and basic website pages
- Implement user interface for property listings and search functionality

3.3. Phase 3: Backend Development (6 weeks)

- Set up database and server architecture
- Implement user authentication and profile management
- Develop property listing management system

3.4. Phase 4: Map Integration and Search Functionality (3 weeks)

- Integrate interactive map
- Implement advanced search and filter capabilities

3.5. Phase 5: Testing and Refinement (3 weeks)

- Conduct thorough testing of all features
- Refine and optimize performance

3.6. Phase 6: Deployment and Handover (2 weeks)

- Deploy the web application to production servers
- Provide documentation and conduct training

Total project duration: 20 weeks While the outlined timeline provides a comprehensive breakdown of the project phases, it's important to note that this is a generous estimate and the actual delivery can be significantly faster. This depends on the client's urgency and the onboarding of other developers, but I'd like to complete this project by myself to have full control of the quality and fully understand the ins and outs of the project. The total project duration of 20 weeks is a conservative projection, allowing for potential challenges and unforeseen circumstances.

4. Payment Terms

4.1. Project Fee

The total project fee is \$12,000 USD, to be paid as follows:

- \$6,000 USD upon project initiation
- \$6,000 USD upon project completion and delivery

4.2. Recurring Maintenance and Support

A monthly fee of \$1,000 USD for comprehensive maintenance and support services, including but not limited to:

- Server and hosting infrastructure management
- Regular updates and security patches
- Continuous performance optimization
- Content management system maintenance and updates
- Third-party service integration cost, maintenance and updates
- Up to 10 hours of personal support and consultation per month
- Monitoring and emergency support
- Monthly performance reports and analytics
- Ongoing feature enhancements and optimizations

This fee begins from the date of project delivery and ensures the continued optimal performance, security, and evolution of the web application.

4.3. Payment Terms

- The project will commence upon receipt of the initial \$6,000 USD payment
- The final \$6,000 USD payment is due upon project handover
- Monthly maintenance and support fees are due on the 1st of each month, beginning the month following project delivery
- All invoices are payable within 14 days of the invoice date
- Payments should be made to the Developer's Thai bank account at Bangkok Bank 953-7-051600
- Upon request, the Developer can provide a Singaporean bank account or a Wise bank account for payment

5. Intellectual Property Rights

5.1. Upon full payment, the Client will own all rights, title, and interest in the final web application, excluding third-party services and technologies used in its development.

5.2. The Developer retains the right to use and display the work as part of their portfolio.

6. Confidentiality

6.1. The Developer agrees to keep all Client information confidential and not disclose it to third parties without the Client's written consent.

6.2. The Client acknowledges that the Developer will be integrating third-party services in the development of the web application, and agrees to comply with the terms of service of these platforms.

7. Warranties and Limitations

7.1. The Developer warrants that the web application will be free from material defects for 90 days after delivery.

7.2. The Developer's liability is limited to the total amount paid for the project.

7.3. While the Developer will make every effort to ensure the stability and performance of the web application, they do not guarantee the uninterrupted operation of third-party services integrated into the system.

8. Termination

8.1. Either party may terminate this Agreement with 30 days' written notice.

8.2. In the event of termination, the Client shall pay for all work completed up to the termination date.

8.3. Upon termination, the Developer will provide the Client with all necessary information and assistance to transfer the web application to a new host or developer, subject to the terms of the third-party services used.

9. Governing Law

9.1. This Agreement shall be governed by and construed in accordance with the laws of Singapore.

10. Amendments

10.1. Any amendments to this Agreement must be made in writing and signed by both parties.

11. Third-Party Services

11.1. The Client acknowledges that the web application will integrate various third-party services, which may have their own terms of service and pricing.

11.2. The Developer will inform the Client of any significant changes to these services that may affect the operation or cost of maintaining the web application.

By signing below, both parties agree to the terms and conditions set forth in this Agreement.

Client: _____ Date: _____

Developer: _____ Date: _____
