



# Professional Services Agreement

Contract #CONT-2025-04

## SERVICE PROVIDER

**Byte Me Innovations**  
123 Binary Blvd  
Silicon Valley, CA 94016  
Email: [contact@bytemeinno.com](mailto:contact@bytemeinno.com)  
Phone: +1-415-555-1010

## CLIENT

**Ctrl Alt Elite**  
456 Digital Drive  
Cyber City, NY 10001  
Email: [support@ctrlalteite.com](mailto:support@ctrlalteite.com)  
Phone: +1-212-555-2020

**Effective Date: April 3, 2025**

## 1. SCOPE OF SERVICES

The Service Provider agrees to provide the Client with the services described in this Agreement, in accordance with the terms and conditions set out herein. The services will include all work specified in the attached Statement of Work as well as any additional services agreed upon in writing by both parties. The Service Provider shall use best efforts to complete all services in a timely and professional manner, utilizing qualified personnel and industry best practices.

## 2. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of any proprietary information received from the other party during the term of this Agreement. 'Confidential Information' includes, but is not limited to, business plans, financial information, customer lists, technical specifications, trade secrets, and any other information that is marked confidential or would reasonably be understood to be confidential. Each party agrees to use the same degree of care to protect the other party's Confidential Information as it uses to protect its own. This obligation shall survive the termination of this Agreement for a period of three (3) years. The Service Provider warrants that the services will be performed in a professional and workmanlike manner consistent with industry standards.

3. TERM

This Agreement shall commence on the Effective Date and shall continue until the Services are completed or this Agreement is terminated as provided herein. The estimated completion date for all services is six (6) months from the Effective Date, though this timeline may be adjusted by mutual written agreement. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

4. PAYMENT TERMS

The Client agrees to pay the Service Provider as set forth in the Services and Pricing section. Payment is due within 30 days of invoice receipt. Invoices will be issued according to the following schedule: 30% upon signing of this Agreement, 30% at project midpoint, and 40% upon completion of all services. Late payments shall accrue interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is less. The Client shall be responsible for all reasonable expenses incurred by the Service Provider in the performance of services under this Agreement, provided such expenses are approved in advance by the Client.

5. INTELLECTUAL PROPERTY

Upon full payment of all amounts due under this Agreement, the Service Provider assigns to the Client all rights, title, and interest in the deliverables produced under this Agreement, including all intellectual property rights. The Service Provider retains ownership of any pre-existing materials, tools, techniques, and know-how used in the development of the deliverables. The Service Provider grants the Client a non-exclusive, perpetual license to use such pre-existing materials to the extent they are incorporated into the deliverables.

6. SERVICES AND PRICING

Service Description	Quantity	Rate	Amount
Web Application Development	1	\$15000.00	\$15000.00
Database Design and Implementation	1	\$5000.00	\$5000.00
Technical Documentation	40	\$75.00	\$3000.00
UI/UX Design	1	\$7500.00	\$7500.00
Quality Assurance and Testing	80	\$65.00	\$5200.00
Deployment and Server Configuration	1	\$2500.00	\$2500.00
Project Management	60	\$95.00	\$5700.00
API Integration Services	1	\$4000.00	\$4000.00
Security Audit and Implementation	1	\$3800.00	\$3800.00
Total			\$23000.00

## 7. ADDITIONAL TERMS

---

### 1. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the indemnifying party's breach of this Agreement or any negligent or willful acts or omissions.

### 2. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, civil unrest, government actions, labor disputes, or Internet service provider failures.

### 3. DISPUTE RESOLUTION

Any dispute arising out of or related to this Agreement shall first be addressed through good faith negotiation between the parties. If the dispute cannot be resolved through negotiation within 30 days, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in the state of the defendant. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

### 4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the courts of the State of California.

## SIGNATURES

---

By signing below, the parties agree to be bound by the terms of this Agreement.

---

**Byte Me Innovations**

Date: April 3, 2025

---

**Ctrl Alt Elite**

Date: April 3, 2025