

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into as of February 4, 2025 (the "Effective Date") by and between:

TechWorks Development, Inc.

A corporation organized and existing under the laws of California, with its principal place of business at 789 Silicon Valley Blvd, San Jose, CA 95112 ("Service Provider" or "TechWorks")

AND

Innovative Solutions, LLC

A limited liability company organized and existing under the laws of Delaware, with its principal place of business at 456 Innovation Parkway, Wilmington, DE 19801 ("Client" or "Innovative Solutions")

TechWorks and Innovative Solutions may each be referred to as a "Party" and collectively as the "Parties."

1. SERVICES TO BE PROVIDED

TechWorks agrees to provide the following professional services (the "Services") to Client:

- **Custom Software Development:** Design, development, and implementation of custom software solutions, including front-end, back-end, and database components.
 - **Consulting Services:** Providing strategic advice, architecture recommendations, and best practices for software development, deployment, and integration.
 - **Maintenance and Support:** Providing ongoing maintenance and support for any systems developed under this Agreement, including bug fixes, software updates, and performance monitoring.
 - **Other Services:** Any additional services as mutually agreed upon by the Parties and outlined in the relevant Statements of Work ("SOW") attached to this Agreement.
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2. STATEMENTS OF WORK (SOW)

Each specific project or phase of the Services shall be defined in a separate Statement of Work ("SOW"). Each SOW will specify:

- **Scope of Services:** The exact deliverables, milestones, and tasks to be performed.
- **Timeline:** The estimated timeline for delivery of the Services, including key milestones and deadlines.
- **Fees and Payment Terms:** The fees associated with the Services, as well as the payment schedule.
- **Acceptance Criteria:** The criteria and process for the Client to formally accept the deliverables.

Each SOW shall be incorporated into this Agreement by reference and shall be subject to the terms and conditions set forth herein.

3. FEES AND PAYMENT

- **Hourly Rate:** TechWorks will charge the Client based on an hourly rate of \$150.00 USD for all professional services rendered unless otherwise specified in an SOW.
 - **Fixed-Price Projects:** For certain projects, TechWorks may propose a fixed-price arrangement. In such cases, the total fees for the project will be agreed upon and specified in the relevant SOW.
 - **Expenses:** Client agrees to reimburse TechWorks for any pre-approved travel, lodging, and other out-of-pocket expenses incurred during the performance of the Services, provided that such expenses are documented and submitted for reimbursement.
 - **Payment Terms:** TechWorks will invoice the Client monthly for services rendered and expenses incurred. Payments are due 30 days from the date of the invoice.
 - **Late Payment:** Any payment not made within 30 days of the invoice date will incur a 1.5% per month late fee on the outstanding balance.
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4. PROJECT TIMELINE AND DELIVERABLES

- **Timeline:** The estimated timeline for each SOW shall be defined in the SOW document, with specific milestones and deadlines.
 - **Client Feedback:** Client agrees to provide timely feedback and approvals at each stage of the project as outlined in the SOW. Delays in feedback may result in project delays, for which TechWorks shall not be responsible.
 - **Deliverables:** Upon completion of each phase or deliverable outlined in the SOW, TechWorks will submit the deliverable to the Client. The Client will have 10 business days to review and approve the deliverable. If no response is received within that period, the deliverable will be considered accepted.
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5. OWNERSHIP AND LICENSES

- **Intellectual Property:** All intellectual property rights in any deliverables developed under this Agreement (e.g., software code, designs, documentation) shall be owned by the Client, subject to payment in full for all Services rendered. TechWorks will assign any rights it may have in the deliverables to the Client.
 - **Pre-existing Materials:** Any pre-existing intellectual property or proprietary materials owned by TechWorks and used in the performance of the Services (e.g., frameworks, libraries, or tools) will remain the property of TechWorks. TechWorks grants the Client a non-exclusive, royalty-free, worldwide license to use such materials solely as part of the deliverables.
 - **License to Use Deliverables:** Upon full payment for the Services, the Client will have the right to use the deliverables as intended in their business operations.
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6. CONFIDENTIALITY

Both Parties agree to keep all proprietary or confidential information received from the other Party ("Confidential Information") in strict confidence. Confidential Information includes, but is not limited to, business plans, technical data, source code, software, and other materials. This obligation shall remain in effect during the term of this Agreement and for two years after its termination.

7. WARRANTIES AND DISCLAIMERS

- **Service Provider Warranty:** TechWorks warrants that the Services will be performed in a professional and workmanlike manner in accordance with industry standards. If any part of the Services fails to meet this standard, TechWorks will reperform the Services at no additional cost to the Client.
 - **Disclaimer:** Except for the warranty stated above, TechWorks makes no other warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
 - **Third-Party Components:** TechWorks may use third-party software, tools, or libraries in the development process. The Client acknowledges that TechWorks does not warrant these third-party components and will be subject to the third-party's terms and conditions.
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8. LIMITATION OF LIABILITY

In no event shall either Party be liable for any indirect, incidental, special, or consequential damages, including but not limited to lost profits, business interruption, or loss of data, arising out of or in connection with this Agreement. The total liability of either Party for any claims under this Agreement shall not exceed the total amount paid by the Client to TechWorks for the specific SOW under which the claim arises in the six-month period immediately preceding the event giving rise to the claim.

9. TERMINATION

- **Termination for Convenience:** Either Party may terminate this Agreement or any specific SOW for convenience by providing 30 days' written notice to the other Party.
 - **Termination for Cause:** Either Party may terminate this Agreement or any SOW immediately for cause, including but not limited to material breach, insolvency, or failure to make payment within 30 days of the due date.
 - **Effect of Termination:** Upon termination, the Client shall pay for all Services rendered up to the effective date of termination. TechWorks shall return all Client data and deliverables upon request, subject to the terms of this Agreement.
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10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of law principles.

11. DISPUTE RESOLUTION

Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in San Francisco, California, under the rules of the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding.

12. MISCELLANEOUS

- **Force Majeure:** Neither Party shall be liable for failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of nature, strikes, or governmental actions.
- **Entire Agreement:** This Agreement, together with any SOWs or exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any

and all prior or contemporaneous understandings or agreements, whether written or oral, relating to the subject matter hereof.

- **Amendments:** No modification of this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

TechWorks Development, Inc.

By: _____

Name: Michael Davis

Title: CEO

Date: _____

Innovative Solutions, LLC

By: _____

Name: Jane Smith

Title: CEO

Date: _____

Exhibit A – Fee Structure

Service	Rate	Description
Hourly Rate	\$150 per hour	Custom development, consulting, and support
Fixed-Price Projects	As agreed in SOW	Specific projects with agreed fees
Expenses	At cost	Travel, lodging, and other out-of-pocket costs