



ORBITAL SOLUTIONS

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SOFTWARE DEVELOPMENT SERVICES AGREEMENT

Terms & Conditions of Service

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This Agreement governs the professional software development services provided by Orbital Solutions LLC ("Orbital Solutions") to the client identified in the accompanying Quote or Statement of Work ("Client"). By approving a Quote, signing a Statement of Work, paying a deposit, or authorizing commencement of work, the Client agrees to be bound by these Terms in their entirety.

1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- “Agreement” means these Terms & Conditions together with any Quote, Statement of Work (SOW), or Change Order issued by Orbital Solutions.
- “Deliverables” means all work product, source code, software, designs, documentation, and other materials produced by Orbital Solutions under an SOW.
- “Scope of Work” means the specific features, functionality, and deliverables described in the applicable Quote or SOW.
- “Change Order” means a written amendment to the Scope of Work, approved by both parties in writing.
- “Confidential Information” means any non-public business, technical, or financial information disclosed by either party in connection with this Agreement.
- “Force Majeure” means any event beyond a party’s reasonable control, including natural disasters, pandemics, acts of government, power outages, or internet infrastructure failures.
- “Orbital Solutions” means Orbital Solutions LLC and its authorized subcontractors performing work under this Agreement.

2. Scope of Work

Each engagement is governed by a written Quote or Statement of Work (SOW) that defines the Deliverables, timeline, and fees. The SOW is incorporated into this Agreement by reference.

2.1 Included Work: Orbital Solutions will perform only the services explicitly described in the SOW. This may include, but is not limited to: custom software development, web and mobile application development, API design and integration, database architecture, front-end and back-end development, and technical consulting as specified.

2.2 Exclusions: The following are expressly excluded unless added via a signed Change Order: SEO optimization beyond technical on-page structure, content creation or copywriting, photography or video production, third-party service fees (domains, hosting, APIs, licenses, SaaS subscriptions), post-launch training beyond one (1) scheduled handoff session, and ongoing maintenance or support.

2.3 Estimates: Any estimates of hours or cost in a Quote are good-faith projections only. Fixed-price engagements are binding at the quoted amount; time-and-materials engagements will be billed at actuals.

2.4 Technology Stack: Unless specified in the SOW, Orbital Solutions reserves the right to select the tools, frameworks, languages, and platforms best suited to the project’s requirements.



3. Change Orders & Scope Changes

Any request to add, modify, or remove features or deliverables after SOW execution constitutes a scope change and requires a written Change Order before work begins.

3.1 Change Order Process: The Client must submit change requests in writing (email is acceptable). Orbital Solutions will provide a written estimate of additional cost and timeline impact within five (5) business days. Work on the change will not begin until both parties have approved the Change Order in writing.

3.2 Hourly Rate: Approved changes are billed at Orbital Solutions' standard rate of \$75.00 USD/hour, or at a fixed price as separately quoted.

3.3 Timeline Impact: Approved Change Orders may extend the project timeline. A revised delivery date will be included in the Change Order.

3.4 Verbal Approvals: Verbal approvals for scope changes are not binding. No scope change is authorized without a written Change Order confirmed by both parties.

4. Payment Terms

4.1 Deposit: A non-refundable deposit of 50% of the total project fee is due upon execution of this Agreement and before any work commences.

4.2 Final Payment: The remaining 50% balance is due in full prior to final delivery, deployment, or transfer of any Deliverables, source code, or credentials. No files, code, or access will be transferred until payment is received in full.

4.3 Milestone Billing: For projects exceeding \$5,000 USD, Orbital Solutions may issue milestone invoices as defined in the SOW. Each milestone payment is due within seven (7) days of invoice.

4.4 Ongoing Services: Retainer, hosting, maintenance, or subscription services are billed monthly in advance. Failure to pay within seven (7) days of the due date may result in service suspension without notice.

4.5 Late Fees: Invoices not paid within fourteen (14) days of the due date will accrue a service charge of 1.5% per month (18% annually) on the outstanding balance, compounded monthly.

4.6 Third-Party Costs: All third-party costs (hosting, domain registration, API fees, stock assets, software licenses, cloud services, etc.) are the Client's sole responsibility and are not included in Orbital Solutions' fees unless explicitly stated in the SOW.

4.7 Currency: All fees are quoted and payable in United States Dollars (USD). The Client is responsible for any applicable taxes, including sales tax or VAT, unless Orbital Solutions is required by law to collect and remit.

4.8 Disputed Invoices: Invoice disputes must be raised in writing within five (5) business days of receipt. Undisputed amounts remain due. Failure to dispute within this window constitutes acceptance of the invoice.

5. Client Responsibilities

The Client acknowledges that timely performance of the following obligations is material to Orbital Solutions' ability to deliver on time and on budget:

- Provide all required content, data, branding assets, technical documentation, and third-party credentials in the agreed format and by agreed dates.
- Provide timely access to all systems, platforms, accounts, and APIs required for the project (e.g., DNS, hosting, repositories, databases, third-party services).
- Designate a single primary point of contact with authority to provide approvals and make binding decisions on behalf of the Client.
- Respond to requests for feedback, approvals, or information within three (3) business days unless otherwise agreed in writing.
- Ensure all provided content and materials are owned by the Client or properly licensed; the Client indemnifies Orbital Solutions against any third-party claims arising from provided content.
- Review and test Deliverables promptly during review periods and provide consolidated written feedback.

5.1 Delay Consequences: If the Client fails to deliver required content, access, or approvals within the agreed timeframe, Orbital Solutions reserves the right to (a) adjust the project timeline, (b) invoice for idle time at \$75.00 USD/hour, and (c) treat the delay as a Client-caused suspension under Section 9.

6. Revisions & Approvals

6.1 Included Revisions: The SOW will specify the number of revision rounds included. A revision round is one consolidated set of feedback submitted after the Client has reviewed a Deliverable.

6.2 Revision vs. New Work: A revision is a modification of existing, approved elements. New features, modules, pages, or changes to approved designs or architecture constitute scope changes governed by Section 3.

6.3 Deemed Approval: If the Client does not provide written feedback within seven (7) business days of delivery, that Deliverable is deemed approved and will not be revisited without a Change Order.

6.4 Design & Architecture Approval: Written approval of a mock-up, wireframe, prototype, or technical specification constitutes approval of that direction. Requests to change approved work will be billed as additional work under a Change Order.

7. Timeline & Project Management

7.1 Estimates: Project timelines stated in the SOW are good-faith estimates based on prompt Client participation and are not guarantees.

7.2 Client-Caused Delays: Delays attributable to the Client will extend the timeline by an equivalent or greater period at Orbital Solutions' discretion.

7.3 Project Pause: If a project is paused at the Client's request for more than fourteen (14) calendar days, Orbital Solutions reserves the right to reschedule based on availability, which may affect the delivery date.

7.4 Re-engagement Fee: A project inactive for thirty (30) or more days due to Client delays may require a re-engagement fee of \$300.00 USD to resume.

7.5 Force Majeure: Neither party shall be in default for delays caused by Force Majeure events. The affected party will provide prompt written notice and resume performance as soon as reasonably practicable.

8. Testing & Acceptance

8.1 Testing: Orbital Solutions will perform internal functional testing of Deliverables prior to delivery, targeting the environments and platforms specified in the SOW.

8.2 Client Testing Period: Upon delivery, the Client has seven (7) business days to test Deliverables and report defects in writing. Defects must be specific, reproducible, and within the original Scope of Work.

8.3 Acceptance: Deliverables are deemed accepted upon (a) written confirmation by the Client, or (b) expiry of the testing period without written defect notice, whichever occurs first.

8.4 Production Use: Deployment of a Deliverable to a live production environment by the Client constitutes acceptance, regardless of the testing period status.

9. Hosting, Deployment & Maintenance

9.1 Hosting (If Included): If hosting is included in the SOW, it covers standard hosting services as specified. Orbital Solutions is not liable for downtime, data loss, or security breaches caused by third-party hosting providers.

9.2 Maintenance (If Contracted): Ongoing maintenance services are provided only under a separate written Maintenance Agreement at the then-current monthly rate.

9.3 No Implied Maintenance: This Agreement does not include any post-launch maintenance unless explicitly stated. Updates required due to third-party platform changes are not included.

9.4 Backups: The Client is solely responsible for maintaining adequate backups of their systems and data after delivery, unless a maintenance agreement explicitly includes backup services.

9.5 DNS & Infrastructure: DNS configuration, domain registration, and cloud infrastructure provisioning are the Client's responsibility unless included in the SOW.



10. Warranty & Post-Launch Support

10.1 Warranty Period: Orbital Solutions provides a 30-day post-launch warranty covering defects that are (a) directly attributable to errors in Orbital Solutions' work, and (b) reproducible in the originally delivered environment.

10.2 Warranty Exclusions: The warranty does not cover: issues caused by Client or third-party modifications; new feature requests; incompatibilities introduced by third-party updates after delivery; user error; or issues with content, data, or configuration provided by the Client.

10.3 Extended Support: Support beyond the 30-day warranty period is available at \$75.00 USD/hour or under a separate support retainer agreement.

10.4 Bug Reporting: Warranty claims must be submitted in writing within the warranty period, with a clear description and reproducible steps.

11. Accessibility Compliance

Where the SOW specifies an accessibility standard (e.g., WCAG 2.2 Level AA), Orbital Solutions will build Deliverables to meet that standard using current best practices at the time of delivery.

11.1 Scope: The accessibility commitment applies to custom-developed components only. Third-party plugins, embedded widgets, or user-generated content are excluded.

11.2 Ongoing Compliance: Orbital Solutions makes no guarantee that Deliverables will remain compliant after delivery as standards evolve. Post-delivery compliance is the Client's ongoing responsibility.

11.3 Legal Disclaimer: Orbital Solutions does not provide legal advice. The Client is solely responsible for ensuring legal compliance with applicable laws in their jurisdiction (e.g., ADA, Section 508, AODA).

12. Intellectual Property

12.1 Ownership Upon Full Payment: Upon receipt of full payment of all amounts owing, Orbital Solutions assigns to the Client all rights, title, and interest in the custom code, software, and original designs created specifically for this project.

12.2 Orbital Solutions' Retained Rights: Orbital Solutions retains the right to: (a) display the completed project in its portfolio and marketing materials; (b) reuse general-purpose frameworks, libraries, utilities, boilerplate code, and development tools created prior to or independently of this project.

12.3 Third-Party Components: Deliverables may include open-source libraries, fonts, icons, stock assets, or third-party plugins licensed separately. The Client is responsible for maintaining any required licenses post-delivery.



12.4 No Transfer Without Full Payment: No intellectual property rights are transferred until all outstanding invoices are paid in full. The Client may not use, publish, or deploy any Deliverables prior to full payment.

12.5 Client Content: The Client retains all ownership of content, data, branding, and materials they provide. The Client grants Orbital Solutions a limited license to use such materials solely for performing services under this Agreement.

13. Confidentiality

Both parties agree to keep Confidential Information strictly confidential and not to disclose it to any third party without prior written consent, except as required by applicable law.

13.1 Duration: This obligation survives termination of this Agreement for a period of two (2) years.

13.2 Exclusions: Confidentiality obligations do not apply to information that: (a) is publicly available through no fault of the receiving party; (b) was known prior to disclosure; or (c) is independently developed without reference to the Confidential Information.

13.3 Portfolio Exception: Orbital Solutions may reference the Client's name and the general nature of services in its portfolio and marketing materials, unless the Client requests otherwise in writing prior to project completion.

14. Non-Solicitation

During the term of this Agreement and for twelve (12) months following completion or termination, the Client agrees not to directly solicit, recruit, or hire any employee, subcontractor, or associate of Orbital Solutions who worked on the Client's project, without Orbital Solutions' prior written consent. A violation of this clause entitles Orbital Solutions to a placement fee equal to six (6) months of that individual's then-current billing rate.

15. Termination

15.1 Termination by Client: The Client may terminate this Agreement at any time with seven (7) days written notice. The deposit is non-refundable. The Client will be invoiced for all work completed and expenses incurred up to the termination date, payable within fourteen (14) days.

15.2 Termination by Orbital Solutions: Orbital Solutions may terminate this Agreement if: (a) the Client is in material breach and fails to cure within seven (7) days of written notice; (b) the Client fails to make any payment when due; or (c) the Client engages in conduct Orbital Solutions reasonably determines to be abusive or unlawful.

15.3 Kill Fee: If the Client terminates after design or architecture has been approved and active development has commenced, a kill fee equal to 25% of the remaining uninvoiced project balance applies, in addition to payment for all completed work.



15.4 Effect of Termination: Upon termination, the Client will pay all outstanding amounts for work completed. Work-in-progress Deliverables will be provided in their current state only upon receipt of full payment of all outstanding invoices.

16. Limitation of Liability & Indemnification

16.1 Liability Cap: To the fullest extent permitted by applicable law, Orbital Solutions' total aggregate liability shall not exceed the total fees paid by the Client in the three (3) months preceding the event giving rise to the claim.

16.2 Exclusion of Consequential Damages: In no event shall Orbital Solutions be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of revenue, profits, data, business opportunities, or reputational harm, even if advised of the possibility of such damages.

16.3 Client Indemnification: The Client agrees to indemnify, defend, and hold harmless Orbital Solutions LLC and its members, officers, and subcontractors from any claims, damages, losses, or expenses (including reasonable legal fees) arising from: (a) Client-provided content infringing third-party rights; (b) Client's use or misuse of the Deliverables; (c) Client's breach of this Agreement; or (d) regulatory or legal non-compliance in the Client's industry or jurisdiction.

16.4 No Guarantee of Results: Orbital Solutions makes no warranties regarding business outcomes, revenue growth, search engine rankings, conversion rates, application performance under unanticipated load, or fitness for any specific purpose beyond the technical specifications in the SOW.

17. Dispute Resolution

17.1 Good Faith Negotiation: The parties agree to attempt to resolve any dispute through good-faith written negotiation before pursuing any other remedy.

17.2 Mediation: If negotiation fails within thirty (30) days of written notice, the parties agree to submit the dispute to non-binding mediation before a mutually agreed mediator, costs shared equally.

17.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico and applicable federal law of the United States of America, without regard to conflicts of law principles. The parties acknowledge that Puerto Rico operates under a civil law system and agree that any ambiguities in this Agreement shall be resolved in a manner consistent with Puerto Rico's Civil Code and applicable U.S. federal statutes.

17.4 Jurisdiction: Any legal proceedings not resolved by mediation shall be conducted exclusively in the courts of San Juan, Puerto Rico, including the U.S. District Court for the District of Puerto Rico for matters arising under federal law.

17.5 Attorney's Fees: In any legal proceeding arising from this Agreement, the prevailing party shall be entitled to recover reasonable legal fees and costs from the non-prevailing party.

18. Representations & Warranties

Each party represents and warrants that: (a) it has full legal authority to enter into this Agreement; (b) its performance will not violate any applicable law, regulation, or third-party agreement; and (c) all information it provides is accurate and complete to the best of its knowledge.

Orbital Solutions further warrants that the Deliverables will be original work (except for third-party components as noted in Section 12.3) and, to the best of Orbital Solutions' knowledge at the time of delivery, will not infringe the intellectual property rights of any third party.

19. General Provisions

19.1 Entire Agreement: This Agreement, together with any SOW and Change Orders, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and understandings.

19.2 Amendments: No amendment to this Agreement is valid unless made in writing and confirmed by both parties.

19.3 Severability: If any provision is found unenforceable, it will be modified to the minimum extent necessary to make it enforceable. All remaining provisions continue in full force.

19.4 Waiver: Failure to enforce any provision shall not constitute a waiver of the right to enforce it in the future.

19.5 Assignment: The Client may not assign this Agreement without Orbital Solutions' prior written consent. Orbital Solutions may engage qualified subcontractors to fulfill its obligations.

19.6 Notices: All notices shall be in writing and delivered by email (with read receipt or written acknowledgment) or certified mail to the contact information provided in the SOW.

19.7 Electronic Signatures: Electronic signatures and written email approvals of a Quote or SOW are valid and binding to the same extent as physical signatures.

19.8 Independent Contractor: Orbital Solutions is an independent contractor, not an employee, partner, or agent of the Client. Nothing in this Agreement creates any employment, joint venture, or partnership relationship.

19.9 Survival: Sections 12 (Intellectual Property), 13 (Confidentiality), 14 (Non-Solicitation), 16 (Limitation of Liability), and 17 (Dispute Resolution) survive the expiration or termination of this Agreement.

20. Acceptance

By approving a Quote, signing a Statement of Work, issuing a purchase order, paying a deposit, or otherwise authorizing the commencement of work, the Client confirms they have read, understood, and agree to be bound by this Agreement in its entirety.

— END OF AGREEMENT —

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