

Software Administration and Development Agreement

1 Parties

This Work for Hire Agreement (“Agreement”) is made effective as of September 7, 2025 and establishes the relationship between

Saites Software LLC
4727 E Frye Rd
Phoenix, AZ 85048
alexander@saites.dev
(the “Developer”)

and

IGRA
PO BOX 460504
AURORA CO 80046-0504
(the “Client”)

for services related to the maintenance and development of the Client’s information technology and data processing needs.

2 Services and Responsibilities

Subject to the terms and conditions of this Agreement, the Client hereby retains the services of the Developer to consult, design, develop, maintain, and administer software, websites, and services in accordance with the Client’s requirements and priorities; these Administrative Services and Development Services, described below, collectively form “the Work”.

2.1 Administrative Services

In the scope of Administrative Services, the Developer will, on behalf of the Client, (a) manage domain registration and DNS records for up to 10 domains; (b) manage up to 20 email and SFTP accounts across those domains; (c) provide or arrange hosting for web content for those domains; (d) configure and maintain TLS certificates for those web servers; (e) provide routine backups of site files and key configuration of those domains. (f) make minor updates to web content hosted at those domains; and (g) respond to Client requests within seven business days.

2.2 Development Services

Administrative Services *explicitly exclude* site redesigns, migrations, service integrations, and development of new features, services, or applications; such services are “Development Services”.

In the scope of Development Services, the Developer will (a) work with the Client to identify the key requirements and priorities based on the Client’s goals; (b) advise the Client of appropriate and reasonable solutions within the scope of the Developer’s professional experience; (c) design and develop software in alignment with the Client’s requirements and priorities (“the Software”); (d) provide written descriptions of planned work along with estimates of the time required; (e) deploy and administer the Software, or provide sufficient documentation and instruction for the Client to do so; (f) use reasonable efforts to deliver the Work to the Client as soon as practicable; and (g) notify the Client promptly of delays.

2.3 Client Responsibilities

The Client will (a) establish and communicate the goals and priorities of the Work; (b) review software and content as it is developed or deployed; and (c) provide assistance and cooperation to the Developer in order to complete the Work timely and efficiently.

At the Client's written request for Development Services, the Client and Developer will arrange periodic meetings to support this collaboration.

The Client shall be responsible for expenses related to domain registration and transfer, content storage and hosting, email relay services, and other expenses arising from the procurement of products or services required to implement the Work. Third-party expenses will be billed to the Client at cost, or paid directly by the Client, as agreed upon in writing.

The Client shall be responsible for making, at its own expense, any changes or additions to the Client's current systems, software, and hardware that may be required to support operation of the Work, as well as any licensing charges required to integrate the Software with third-party systems used by the Client.

3 Compensation and Billing

In consideration for the Administrative Services provided as described by this Agreement, the Client agrees to pay the Developer a retainer of \$30.00 per month.

In consideration for the Development Services provided as described by this Agreement, and upon the Client's written request of such services, the Client agrees to pay the Developer at a rate of \$158.51 per hour.

At the Client's written request for Development Services, the Client and Developer will arrange a meeting to determine scope of work and initial requirements. Such meetings will be billed at the same rate as Development Services, though the Developer reserves the exclusive right to discount this cost or to provide an initial estimate of work without charge.

The Developer will track time worked on Development Services and provide an invoice to the Client at the end of each calendar month indicating the Administrative Services fee, Development Services time worked, third-party fees, any other fees or taxes as applicable, and total amount due. The Client will make payment to the Developer in US dollars by check or electronic transfer within 30 days of receipt of the invoice.

4 Term and Termination

This Agreement is effective as of the Effective Date and will continue in full force and effect until terminated as provided in this Agreement.

Either Party may terminate this Agreement without cause upon 60 days advance with written notice. In the event the Client terminates this Agreement without cause, the Client agrees to pay the Developer for all work performed up to the date of termination. If additional payment is due, the Client agrees to pay within 30 days of the Client's written notification of termination.

Either Party may notify the other of changes in availability. The Client may request in writing that no work be performed and no charges assessed during periods of unavailability.

Each Party may terminate this Agreement upon material breach by the other Party of one or more of the terms and conditions of this Agreement, provided that the breaching Party is notified in writing of the material breach and such breach is not cured within 7 days after receipt of such written notice.

The Client's termination of this Agreement will not relieve the Client of its obligations to pay for any work performed. If the Developer terminates this Agreement due to Client's default: (a) the Client shall, within 5 days of such termination, deliver to the Developer all copies and portions of the Software and related materials and documentation in its possession furnished by the Developer under this Agreement; and (b) all amounts payable or accrued to the Developer under this Agreement shall become immediately due and payable. Termination for breach will not alter or affect the terminating Party's right to exercise any other remedy for breach.

5 Intellectual Property Rights

The Developer agrees that the development of the Software (but excluding “Developer Tools”, described below) is “work made for hire” within the meaning of the Copyright Act of 1976, as amended from time to time, and that the Work shall be the sole property of the Client. Though Development Tools shall remain the property of the Developer, the Developer grants the Client a perpetual, royalty-free license to use such Developer Tools as originally incorporated into the Work.

“Developer Tools” means the materials, information, trade secrets, generic programming codes and segments, algorithms, methodologies, processes, tools, data, documents, notes, programming techniques, reusable objects, routines, formulae and templates that: (a) are developed prior or incidental to the Software and utilized by Developer in connection with the Software; (b) are designed to perform generalized functions not specific to the particular requirements of the Client or the Software; (c) do not contain any of the Client’s confidential information or other information or items provided by the Client; and (d) cannot reasonably be expected to provide the Client an advantage over its competitors.

To the extent any Work, excluding Developer Tools, created by the Developer for the Client does not qualify as a “work made for hire” under applicable law, the Developer hereby irrevocably and unconditionally assigns to the Client, without further compensation, all of its right, title and interest in and to the Work and any and all related patents, copyrights, trademarks, and trade names in the United States and elsewhere.

These assignments are conditioned upon full payment of the compensation due to the Developer under this Agreement.

6 Third Party Products and Services

The Client recognizes that the functionality of the Work may necessarily rely upon software or services that are provided and maintained by third parties, and that the functionality of the Software may be negatively impacted, rendered non-functional, or become prohibitively expensive in the event that those third parties make changes to their software, services, or pricing.

The Client shall be responsible for hosting expenses, software licensing expenses, or other expenses arising from the procurement of products or services required to implement the Work.

The Developer shall assign to the Client the maintenance and support rights or obligations for any third party products, services, equipment, or interfaces that are used in the Software and are available through the respective vendors or manufacturers of such content. The Developer shall not use any unlicensed intellectual property in the Software, nor shall the Developer use any Restricted Intellectual Property of any third party without the Client’s consent.

“Restricted Intellectual Property” is intellectual property which if included, incurs restrictions on the use of the Work beyond minimal requirements such as attribution, disclaimers, or permission to use the property. In particular, this definition permits the Developer to include software licensed under a permissive license, such as the BSD, MIT, or Apache licenses.

7 Warranties and Disclaimers

The Developer warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. The Client must report any material deficiencies in the Work to the Developer in writing within 30 days after the Client receives the Work. The Client’s exclusive remedy for the breach of this warranty will be the re-performance of the Work within a commercially reasonable time. This warranty is exclusive and is in lieu of all other warranties and any oral or written representations, proposals, or statements made on or prior to the effective date of this agreement.

The Software furnished under this Agreement is provided on an “as is” basis, without any warranties or representations express, implied or statutory, including without limitation, warranties of quality, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of dealing, course of performance or trade usage. The Developer does not warrant that the software will meet the Client’s needs or be free from errors or that the operation of the software will be uninterrupted.

The Developer makes no warranty of any kind, whether express or implied, with regard to any products, services, software, content, equipment, or hardware obtained from or maintained by third parties.

The Developer warrants the Software will not infringe on any copyright, patent, trade secret or other intellectual property interest of any third party. The Developer will indemnify and hold the Client harmless from and against all such infringement claims, losses, suits and damages including, but not limited to, attorney's fees and costs. Following any bona-fide claim of infringement, the Developer shall promptly correct the Software so as not to be infringing, or secure (at its own expense) the right of Client to use the Software without infringement.

8 Limitation of Liability

Neither Party will be liable to the other Party for any indirect, incidental, consequential, special, punitive or exemplary damages arising as a result of or related to performance of the Work, regardless of the type of claim and even if that Party has been advised of the possibility of such damages, such as, but not limited to, lost profits, loss of revenue or anticipated profits or lost business. To the extent allowed by law, the Client will indemnify and hold the Developer harmless against any claims incurred by the Developer arising out of or in conjunction with the Client's breach of this agreement, as well as reasonable costs, expenses, and attorney's fees incurred therein.

The Developer shall not be responsible for delays or failures in performance resulting from acts beyond the control of the Developer, including, without limitation, acts of God, strikes, riots, acts of war, epidemics, fire, communication and power line failures, earthquakes, and hurricanes.

9 Confidentiality

All information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the Developer and will not be disclosed or used by the Developer except to the extent that such disclosure or use is reasonably necessary to the performance of the Developer's duties and obligations under this Agreement or is otherwise required by law.

All information relating to the Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the Client and will not be disclosed or used by the Client except to the extent that such disclosure or use is reasonably necessary to the performance of the Client's duties and obligations under this Agreement or is otherwise required by law.

These obligations of confidentiality will extend for a period of 3 years after the termination of this Agreement, but will not apply with respect to information that is independently developed by the Parties, lawfully becomes a part of the public domain, or of which the Parties gain knowledge or possession free of any confidentiality obligation.

10 Independent Contractor

The Developer operates an independent business and is providing services for the Client as an independent contractor. The Developer is not an employee of Client, and services rendered for the Client do not establish any right to unemployment benefits or any other right arising from an employment relationship. The Developer is responsible for all tax liability associated with payments received from or through the Client and the Client will not withhold any taxes from payments to the Developer.

The Developer shall not be eligible for any benefits given by the Client to its employees. Nothing in this Agreement will be deemed to create an agency, partnership, or joint venture between the Parties. Neither Party has authority to bind the other or incur any liability or otherwise act on behalf of the other Party.

At its own expense, the Developer may use employees or subcontractors to develop the Software or otherwise complete the Work.

11 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Arizona. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Arizona.

12 Severability and Modification

In case of any one or more of the provisions of this Agreement should be held invalid, illegal or unenforceable, each such provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remaining provisions contained in this Agreement shall not in any way be affected or impaired. Neither Party's failure to enforce strict performance of any provision of this Agreement will constitute a waiver of a right to subsequently enforce such a provision. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

Modification, extension or waiver of this Agreement shall be valid if and only if made in writing and signed by an authorized representative of each Party.

The undersigned agrees to the terms of this Agreement:

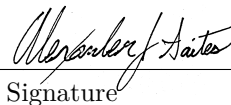
Client

Signature

Date

Alexander J. Saitea

Developer



Signature

September 7, 2025

Date