

## [type\_of\_agreement] Agreement

signed on [signed\_on\_date]

This Software Development Agreement is made between:

[our\_company], whose principal place of residence is [our\_address], named hereinafter the "Developer", and

[their\_company], whose principal place of business located is [their\_address], named hereinafter the "Customer".

The parties agree as follows:

### 1. Definitions. The following definitions apply to the contract:

1.1. "**Confidential Information**" means all material, non-public, business-related information, written or oral, that the Customer discloses or makes available to the Developer, directly or indirectly, through any means of communication.

1.2. "**Software**" means the eHour application, offered in the internet in the form of Software-as-a-Service owned by Customer, with all associated documentation and other instructions.

1.3. "**Specifications**" means requirements, instructions, and deliverables given to the Developer by Customer and used as development tool or knowledge.

2. **Software Development Services.** The Customer engages the Developer, and the Developer agrees, to perform services for the Customer to develop, deliver, support operation and maintain [please check Patrick if all applies, and correct accordingly] the Software in accordance with the terms of this agreement.

### 3. Developer's Duties and Responsibilities

3.1. **Development.** The Developer shall design, develop and implement [as above] the Software in accordance with the Specifications.

3.2. **Delivery.** The Developer is responsible for providing the source code of the Software in parts and as soon as the relevant portion of code is done it shall be uploaded to the dedicated server shared by Customer - [github.com](https://github.com). As parts of the program need to be tested independently by Other Party or Customer's employees the code parts will be delivered as soon as commercially practicable in accordance with the Specifications.

### 4. Acceptance

4.1. **Acceptance Period.** The Customer will have 5 working days following the date of delivery to assess and test the Software for bugs and errors.

4.2. **Completion.** If the Developer, in the Customer's opinion, delivers the Software in accordance with the Specifications, then the Developer will be deemed to have completed its delivery obligations. If there's no information on rejection within the aforementioned period it is assumed that software portion is accepted.

4.3. **Rejection.** If the Developer, in the Customer's opinion, fails to deliver the Software in accordance with the Specifications, the Customer shall detail in writing its grounds for rejection. In that case, the Developer shall promptly correct relevant part of the Code, in which case upon delivery of the corrected Software, the process of acceptance testing will restart.

4.4. **Continued Failure.** If the Developer's corrections, in the Customer's opinion, fail to deliver the Software in accordance with the Specifications, then the Customer may elect to either terminate this agreement or adjust the Specifications accordingly.

### 5. Change Orders

5.1. **Changes.** The Customer may at any time request changes to the Specifications.

5.2. **Additional Time or Expense.** If the proposed change will, in the Developer's reasonable opinion, require a delay in the delivery of the Software portions or result in additional expense, then the Customer and the Developer shall confer. The Customer may in that case elect to either

(a) withdraw its proposed change, or

(b) require the Developer to deliver the Software with the proposed change,

subject to the delay or additional expense (extra hours) or both.

**5.3. Termination.** If the Developer is unable to accept, or chooses not to accept, the change order, the Customer may terminate the agreement upon 5 days notice to the Developer.

## 6. Fees and Expenses

**6.1. Fees.** The Customer shall pay the Developer

(a) 30 EUR/hour of effective coding development

(b) Effective hours of coding shall be tracked by Developer in eHour software for the review of the Customer and counted for the settlement purposes at the end of each month.

(c) Payment will be made upon invoice issued by the Developer on the monthly basis

**6.2. Payment Due Date.** All fees under this agreement will be due and payable in full to the Developer no later than 15 days after the date of the Developer's invoice is issued and delivered. It is allowed to deliver invoice via mail, google drive or any other electronic way of communication upon notification of sending/reception by Parties.

**6.3. Late Payments.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1,4 % per month (16,8% annually) or the maximum allowed by law, whichever is less.

**7. Term.** This agreement will begin on February XX and continue until the Developer has performed all its obligations under this agreement, unless terminated earlier.

**8. Representations.** The Developer represents and warrants to the Customer as follows, acknowledging that the Customer is relying on these representations and warranties:

**8.1. Right to Assign.** The Developer is the sole author of the coding portions, has, and will have, the authority to assign rights to these parts of Software to the Customer under this agreement.

**8.2. No Infringement.** The Developer's use of the Software will not infringe upon the intellectual property, contractual, or other proprietary or personal rights of any person.

## 9. Warranties

*Disclaimer. The Developer does not warrant that the functions contained in the Software will meet the Licensee's requirements or operate in the combination desired by the Licensee, or that the Software's operation will be uninterrupted or error free. The Developer does not make and will not be liable for any warranties other than those expressly included in this agreement. All bugs and errors shall be reported and fixed upon Acceptance clauses of this agreement. No further warranties are provided.*

## 10. Acknowledgments

**10.1. Independent Contractor.** The Developer is an independent contractor. Nothing contained in this agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties.

**10.2. Proprietary Rights.** The parties acknowledge that the development of the Software is "work for hire" and that the Software and its<sup>TM</sup> parts will be the Customer's sole property.

## 11. Confidentiality

**11.1. Confidentiality Obligations.** During the term of this agreement and for 12 months afterward, the Developer shall hold all Confidential Information in confidence in accordance with the terms of this agreement.

**11.2. Use Solely for Purpose.** The Developer shall use the Confidential Information in accordance with, and solely for the purpose of providing its services under, the terms of this agreement.

**12. Assignment of Rights.** Upon acceptance of the Software and payment of all fees due to the Developer, the Developer agrees to grant and assign, and hereby grants and assigns, to the Customer its entire interest in the Software (including all intellectual and other property rights).

**13. Limitation of Liability.** Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entering into this agreement.

## 14. Termination

**14.1. Termination upon Notice.** Either party may terminate this agreement for any reason upon 5 days' Notice to the other party.

**14.2. Termination for Cause.** If either party

- (a) commits a material breach or material default in the performance or observance of any of its obligations under this agreement, and
- (b) the breach or default continues for a period of 15 days after delivery by the other party of written notice reasonably detailing such breach or default, then

the non-breaching or non-defaulting party may terminate this agreement, with immediate effect, upon written notice to the breaching or defaulting party.

**14.3. Effect of Termination**

- (a) In the event of termination of this agreement the Customer will not be required to make payment for any Deliverables that the Customer had not accepted, except the parts of work that had been started and previously agreed for the delivery;
- (b) the Customer will continue to exercise all rights to the Software that it has acquired under this agreement,
- (c) the Developer shall immediately deliver to the Customer all Software, documentation, source code, and other Customer property in its possession relating to the Software and then destroy all copies in its possession or control, and
- (d) the Customer shall pay the Developer for all services rendered and work performed up to the effective date of termination, unless the Customer has terminated for cause, in which case it will only be required to pay fair value. The Developer shall provide the Customer with an invoice for its fees within 30 days of the effective date of the termination, and the Client shall pay the invoice within 15 days of receipt.

## **15. General**

**15.1. Entire Agreement.** This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

**15.2. Amendment.** This agreement may only be amended by a written document signed by both parties.

**15.3. Survival.** Sections 11 (Confidentiality), 12 (Assignment of Rights), 13 (Limitation of Liability), and 14.3 (Effect of Termination) survive the termination or expiration of this agreement.

**15.4. Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**15.5. Governing Law.** This agreement will be governed by and construed in accordance with the laws of European Union.

### **15.6. Dispute Resolution**

Any dispute or controversy arising under or in connection with this agreement will be settled exclusively by negotiation and mediation between Parties.

**15.7. Waiver of Jury Trial.** The parties waive their respective rights to trial by court in any action or proceeding involving this agreement or the transactions relating to its subject matter, except the payment due to Developer. In case of payment dispute Polish law applies.

**15.8. Counterparts.** This agreement is signed in two numbers of counterparts, each of which is an original and all of which taken together form one single document.

**15.9. Effectiveness of Agreement.** This agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

This agreement has been signed by the parties.

[Maxima Europe]

By: \_\_\_\_\_

Name:

Title:

Date

[TE-CON B.V]

By: \_\_\_\_\_

Name:

[Title:]

Date