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| SegFault Software  25 Golden Square  London  Greater London  W1F 9LS  enquiries.development@segfaultsoftware.co.uk  +44 (0) 20 7533 1400 |  |

This ‘Software Specification Agreement ‘is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) between SegFault Software (Party-1) and The Experts (Party-2).

This agreement describes Party-1’s creation of Software Deliverables as per Party-2’s Software Specification.

Party-1 and Party-2 therefore agree as follows:

# Definitions

## Escrow Agent

The third party escrow agent mutually agreed to by the parties in writing.

## Deliverables

The deliverables produced by Party-1 on Party-2’s behalf and Party-1’s deliverables provided to Party-1

# Party-1’s Deliverables

Party-1’s deliverables include: (a) the software solution; (b) all supporting documentation.

Deliverables will be made as per the documentation attached to this contract

# Party-2’s Deliverables

Party-2’s deliverables include: (a) software requirements specification; (b) risk assessment; (c) quality standards; (d) costing.

Deliverables are apt to the client’s needs and will be used as a base for derivative documentation by Party-1.

# Deadline

The Services and Deliverables will be provided by April 26, 2012

# Copyright

By signing this contract you relinquish all intellectual property rights and copyrights of all documentation to SegFault Software.

All rights, including copyright, in the content of these documents are owned or controlled for these purposes by SegFault Software.

Except where expressly stated otherwise, you are not permitted to copy, broadcast, download, store (in any medium), transmit, show or play in public, adapt or change in any way the content of this documentation for any other purpose whatsoever without the prior written permission of the SegFault Software.

# Escrow

## Escrow Agreement

The parties agree to select an Escrow Agent. Party-1 must keep the escrow updated to reflect the version of the Software. The parties further agree to select and execute one of the Escrow Agent's escrow agreements that the Escrow Agent makes generally available to its escrow customers. The escrow agreement must contain the following release conditions:

### Support Failure

If Party-1 fails to perform its warranty, maintenance or support contractual obligations after receipt of notice and at least thirty (30) days to cure such failure;

### Insolvency

If Party-1 becomes bankrupt or insolvent all rights and materials in escrow will be returned to Party-2;

## **Escrow Release**

Party-2 may reproduce and prepare derivative works of any source code released from escrow and otherwise use such source code to maintain the Software Deliverables.

## Escrow Items

Party-1 agrees to place in escrow:

### Source Code

At least one (1) copy of the source code for the Software Deliverables on a computer-readable magnetic medium and a human-readable listing of such source code;

### Documentation

Two (2) copies of the documentation that Party-1 ordinarily provides to licensees of the Software Deliverables; and

### Technical Documentation

Technical documentation, program specifications, and any other documentation necessary to enable a reasonably skilled computer programmer to modify, customize, and create derivative works based on the Software Deliverables.

# Limitation of Liability

This limitation of liability applies in the aggregate and not on a per claim basis, whether any damages are characterized in tort, negligence, contract or other theory of liability, regardless of whether a party has been advised of the possibility of any damages.

Party-1 holds full liability for derivatives of the attached documentation; and partial liability for any and all modifications of Party-2’s deliverables approved by Party-2.

Party-2 holds full liability for Party-2’s deliverables and services; and partial liability for any and all modifications of Party-2’s deliverables made by Party-1 which have been approved by Party-2.

# Term and Termination

## Term

The term of this Agreement (the "Term") begins on the Effective Date and expires April 26, 2012

## Survival

The following captioned sections survive any termination, expiration or non-renewal of this Agreement: "Limitation of Liability", "Copyright", "Survival" and "General", as well as any other provisions expressly stating that they are perpetual or survive this Agreement.

## Termination for Insolvency

If either party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any Laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against a party and the petition is not discharged within ten (10) days after filing, or upon any assignment for the benefit of a party's creditors, or upon the appointment of a receiver, liquidator or trustee of any of a party's assets, or upon the liquidation, dissolution or winding up of its business (each, an "Event of Bankruptcy"), then the party affected by any Event of Bankruptcy must immediately give notice of the Event of Bankruptcy to the other party, and the other party may terminate this Agreement by notice to the affected party.

If Party-1 is affected by an Event of Bankruptcy all rights held by Party-1 associated with the project and all deliverables held by the Escrow Agent will be transferred to Party-2 within ten (10) days.

## Termination for Breach

If either party breaches any provision contained in this Agreement, and the breach is not cured within ten (10) days after the breaching party receives notice of the breach from the non-breaching party, the non-breaching party may then deliver a second notice to the breaching party immediately terminating this Agreement.

# Force Majeure

Any failure or delay by a party in the performance of its obligations under this Agreement is not a default or breach of the Agreement or a ground for termination under this Agreement to the extent the failure or delay is due to elements of nature or acts of God, acts of war, terrorism, riots, revolutions, or strikes or other factor beyond the reasonable control of a party (each, a "Force Majeure Event"). The party failing or delaying due to a Force Majeure Event agrees to give notice to the other party which describes the Force Majeure Event and includes a good faith estimate as to the impact of the Force Majeure Event upon its responsibilities under this Agreement, including, but not limited to, any scheduling changes. However, should any failure to perform or delay in performance due to a Force Majeure Event last longer than ten (10) days, or should three (3) Force Majeure Events apply to the performance of a party during any calendar year, the party not subject to the Force Majeure Event may terminate this Agreement by notice to the party subject to the Force Majeure Event.

# General

## Entire Agreement and Amendments

This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including, without limitation, any invoices, business forms, purchase orders, proposals or quotations. This Agreement may be amended only in a written document, signed by both parties.

## Independent Contractors, Third Party Beneficiaries, and Subcontractors

The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement. Both parties are free to subcontract their obligations under this Agreement. Each party is responsible for its subcontractors' compliance with and breach of this Agreement as if the subcontractors' acts and omissions were the party's own.

## Governing Law and Forum

All claims regarding this Agreement are governed by and construed in accordance with the Laws of England, applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of Law principles, and must be litigated in the United Kingdom, regardless of the inconvenience of the forum, except that a party may seek temporary injunctive relief in any venue of its choosing. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

## Assignment

This Agreement binds and inures to the benefit of the parties' successors and assigns. This Agreement is not assignable, delegable, sublicenseable or otherwise transferable by either party in whole or in part without the prior written consent of the other party. Any transfer, assignment, delegation or sublicense by a party without the other party's prior written consent is invalid. No Waivers, Cumulative Remedies. A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive.

## Severability

If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

## Notices

All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party.

## Captions and Plural Terms

All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.  
  
PARTY-1   
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
PARTY-2  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_