nebulab

Service Contract for Development

Definitions

Client:

Company Name:

Address:

Zip Code:

City:

State:

Country:

Email:

Billing email address: (insert multiple addresses separated by comma)

Supplier:

Company Name: Nebulab srls

VAT Number: IT02112180688

Address: Strada Comunale Piana, 3

Zip Code: 65129

City: Pescara

Prov: PE

Country: Italy

Email: info@nebulab.it

Parties:

The supplier and the Client.

Services:

Any task or series of tasks done by the Supplier on request from the Client, or as part of

fulfilling a request from the Client.

Product:

Any code, images, markup, scripts, content created by the Supplier while performing Services.

Intangibles:

Knowledge about solutions to problems, methods, or designs.

Terms

1. **Indipendent Contractors**: The Client and the Supplier are independent contractors. Neither party is an employee, agent or representative of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of the other party, or to incur in any obligation or liability or otherwise bind the other party.

2. **Warranties**: The Supplier represents and warrants to the Client that, except for proprietary third party materials and all content provided by the Client to the Supplier, all Services rendered shall be the original work of the Supplier.

3. **Rate**: Services shall be billed to the Client at the rate of:

   3.1. ___ per hour for a single full-time developer;

   3.2. ___ per hour for a team from 2 (two) to 4 (four) full-time developers;

   3.3. ___ per hour for a team of 5 (five) or more full-time developers.

4. **Payment**: The Supplier will invoice the Client on a monthly basis. The Client shall send payment to the Supplier within __ days of receiving an invoice.

   4.1. **Late Payment**: If a payment is more than 10 days late, no Services will be performed, and no Product will be delivered, until the Supplier has received payment.

5. **Billable Time**: All time spent performing Services and communicating with the Client is billable.

6. **Copyright**: The Supplier is a paid consultant to the Client and copyright of all final and non-final Products (product, invention, development, designer or other work of authorship) created

while performing Services for the Client will be transferred to the Client upon receipt of payment in full. The product shall be the sole and exclusive property of the Client and the Client reserves all rights therein.

Copyright Exceptions

6.1. The Supplier reserves the right to reuse and re-license portions of the created Product as desired, as long as the portions are general solutions to common problems and are not specific to the Clients product.

6.2. Any portions of the Product whose copyright is withheld by the Supplier are licensed to the Client for use in the Product under the MIT license: http://www.opensource.org/licenses/mit-license.php

6.3. The Client will only be billed for portions of the Product which were created during the effective period of this contract and created while performing Services for the Client.

7. **Intangible Property**: The Supplier retains ownership of all Intangibles gained by the Supplier (that are not previously owned by the Client) while providing Services.

8. **Confidentiality**: In the course of providing services herein, the Client may have access to confidential and proprietary information and materials of the Supplier or its clients, and vice versa. Confidential Information includes, and is not limited to, information related to past, present or future research, development or business affairs, any proprietary products, materials or methodologies, or any other information which provides the Supplier or the Client with a competitive advantage. Confidential Information shall be used by the Client or the Supplier only in conjunction with the provision of services herein and shall not be disclosed to any third party, except as may be required by a court or governmental authority by law. In this case, the disclosing Party shall immediately inform the other Party that disclosure has taken place. Disclosure may also take place to a third party with the written permission of the Parties. No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information. Upon the Supplier's request or the Client's request or completion or termination of this Agreement, the Client shall return all Confidential Information to the Supplier and vice versa. This Section ("Confidentiality") shall survive the expiration or termination of this Agreement.

9. **Non-Solicitation**: During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement for any reason, each party hereto (the "Covenanting Party") agrees that it shall not: (a) directly or indirectly induce any customers or clients of the other party to patronize the Covenanting Party or any similar business; (b) directly or indirectly request or advise any customer or client of the other party to withdraw, curtail, or cancel such customer's or client's business with the other party; (c) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers or clients of the other party; (d) induce or attempt to induce any employee, agent or former employee or agent of the other party to leave the employ of the other party, or hire any such employee, agent or former employee or agent in any business or capacity.

10. **Termination**: This contract may only be terminated by the Supplier after all outstanding invoices have been paid in full. Either party may terminate this agreement by giving at least a:

    10.1. __ days, for a single developer, written notice to the other party before termination;

    10.2. __ days, for a team from 2 (two) to 4 (four) developers, written notice to the other party before termination;

    10.3. __ days, for a team of 5 (five) or more developers, written notice to the other party before termination.

11. **Changes**: Either party may request to modify the terms of this contract at any time. When both parties consent to new terms and a new contract is signed, this contract is terminated immediately.

12. **Limitation of Liabilities**: In all circumstances, the maximum liability of either party, its directors, officers, employees, design agents and affiliates to the other party for damages for any and all causes whatsoever, and either party's maximum remedy, regardless of the form of action, whether in contract or otherwise, shall be limited to the fees due to be paid under this agreement in the 12 (twelve) months preceding the claim. The Supplier shall not be liable for any lost data or content, lost profits, or business interruption nor shall either party be liable for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the final and non-final materials and services provided by the Supplier, or other obligations of the parties under this contract, even if such party has been advised of the

possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy. However, the Supplier shall be liable in the event that any loss, liability or otherwise is as a result of gross negligence, criminal activity or fraud on behalf of the Supplier.

13. **Invalid Provisions**: The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

14. **Applicable Law**: The validity, interpretation, and performance of this Agreement shall be governed in all respects by the laws of the State of New York, without giving effect to conflict of laws.

Date _____

Nebulab srls   The Client

_____   _____