

## Software Development Agreement

This Software Development Agreement (the "**Agreement**" or "**Software Development Agreement**") states the terms and conditions that govern the contractual agreement between Eclipse Technoconsulting Global Pvt. LTD having his principal place of business at Om Palace, Lokenath Park, Chinar park, Rajarhat, Kolkata, West Bengal, India, ZIP code: 700157, CIN: U74900WB2014PTC203052 (the "**Developer**"), and Cowellness SRL having its principal place of business at Via R. Botti 10, 25049 Iseo (BS) Italy, VAT IT03932710985 (the "**Client**") who agrees to be bound by this Agreement.

WHEREAS, the Client has conceptualized an innovative ERP+CRM software, to be developed and built as Progressive Web App (using following technologies: react.js + redux or graphicQL and node.js + express and HTML5 via ANT design as framework and MySQL as DBServer and all the project will be on Linux Server in our AWS) that helps Fitness Club in their daily accounting and customer management (the "**Software**"), and the Developer is a contractor with whom the Client has come to an agreement to develop the Software at the latest by the 30<sup>th</sup> of August 2019.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Agreement, the Developer and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

### 1. DEVELOPER'S DUTIES.

The Client hereby engages the Developer and the Developer hereby agrees to be engaged by the Client to develop the Software in accordance with the agreement (the "Specifications").

- a. The Developer shall offer the support of full team as described in exhibit ZERO. The selection of the new developer shall be approved by the Client.
- b. The Developer shall help the Client to check, improve and optimize the SW architecture design and specifications shared step by step by the Client;
- c. The Developer shall develop the Software at the latest by the 15<sup>th</sup> of September 2019;
- d. The Client may terminate this Agreement at any time upon material breach of the terms herein and failure to cure such a breach within 5 days of notification of such a breach;

### 2. CLIENT'S DUTIES.

The Developer hereby agrees to receive from the Client, that hereby agrees, the following documents shared as soon as ready and as fast as possible:

- a. Specification via a shared Microsoft Word document continuously evolving

- b. InVisionapp.com access to UI and UX design including developing details via "notes" in the images;
- c. Sketch files about the interfaces + HTML extracted such as such from Client sketch files and to be fixed and to be made responsive from the Developer;
- d. Continuous support and deployment on our servers;

### 3. DELIVERY.

The Software shall function in accordance with the specifications and be delivered on or before the final Delivery Date of September the 15<sup>th</sup> 2019, accordingly with the milestones in Exhibit B.

- a. If the delivered Software does not comply with the Specifications, the Client shall, within 5 days of the Delivery Date, notify the Developer in writing the reasons of non-conformity with the Specifications. The Developer agrees that upon receiving such notice, it shall make maximum efforts to correct any non-conformity.
- b. The Client shall provide to the Developer written notice of its finding that the Software conforms to the Specifications within 30 days after the Delivery Date (the "Acceptance Date") unless it finds that the Software does not conform to the Specifications as described.

### 4. COMPENSATION AND TIMING.

In consideration for the Service, the Client shall pay the Developer following the milestones in the table:

Compensation and timing for the agreement	26.000,00€ + 3.000,00€ prize	
Upfront	€ 3.000,00	done
. HTML5 responsive for reg. flows & . Detailed db schema for users/roles/GYMS on MySQL & . Backend API for new user registration/profile completion + Backend API for new Gym registration & . Main PWA/SPA environment setup + Login + Password recovery Everything done and approved by Client & . new developer and PWA Consultant hired ready to work on the project	€ 3.000,00	
Reg. flows , tested, approved by Client	€ 2.000,00	
Messages & Profile , tested, approved by Client	€ 7.000,00	
Calendar , tested, approved by Client	€ 5.000,00	
Purchase and booking , tested, approved by Client	€ 6.000,00	
Award/prize (obtainable only if project done and approved by Client not later than August 30th 19)	€ 3.000,00	end sEPT19

The project total amount will be 26.000,00€ (twenty-six thousand euros)

If the Developer delivers everything perfectly working and approved by the client not later than August the 30<sup>th</sup> 2019, the prize for the Developer will be an extra 3.000,00€ (three thousand euros) to be paid by September the 30<sup>th</sup> 2019.

### 5. INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE. The Parties acknowledge and agree that the

Client will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights and Software's code. The Developer agrees not to claim any such ownership in the Software's intellectual property and code at any time prior to or after the completion and delivery of the Software to the Client. It is forbidden to the Developer to reproduce a SW like or similar to the one developed by the clients for at least 5 years from the end of the project.

6. **CHANGE IN SPECIFICATIONS.** The Client manage all the specification and decide everything about the project management within the list of modules in the Exhibit A. The Developer should help the client in all the steps of the project, from SW architecture up to the module's specification. The last decision is always from Client.

7. **CONFIDENTIALITY.** The Developer shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the Software's code, the Specifications, the UI and UX or the Client's business (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

8. **DEVELOPER WARRANTIES.** The Developer represents and warrants to the Client the following:

- a) Project architecture design, SW development front-end and back-end under this Agreement are not in violation of any other agreement that the Developer has with another party.
- b) The Software will not violate the intellectual property rights of any other party.
- c) For a period of six months after the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

9. **INDEMNIFICATION.** The Developer agrees to indemnify, defend, and protect the Client from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

10. **NO MODIFICATION UNLESS IN WRITING.** No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

11. **APPLICABLE LAW.** This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Italy and subject to the exclusive jurisdiction of the state courts located in Milan, Italy.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Date: 26th June 2019

Eclipse Technoconsulting Global Pvt. LTD  
Mithun Banerjee (CEO) – Kolkata, India

*Mithun Banerjee.*

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Cowellness SRL  
Matteo Antonelli (CEO) – Milan, Italy

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## EXHIBIT ZERO - THE TEAM

TEAM FOR COWELLNESS SOFTWARE	FTE up to Aug 30th	Working DAYS	PEOPLE EXPERTISES REQUIRED
<b>Total</b>	<b>655%</b>	<b>393</b>	
Bapipa Roy or similar experience	50%	30	Senior Project Manager and QA/tester
Kuntal Samanta or similar experience	100%	60	React.js expert
Sukanya Roy or similar experience	100%	60	Node.js expert
Developer (hired not later than July 3rd 2019)	85%	51	Senior React.js and PWA expert
Tanusree Sinha or similar experience	100%	60	React + Node + Help + Motivation
Sandip Banerjee or similar experience	100%	60	React + Node + Help + Motivation
Developer (hired not later than July 3rd 2019)	60%	36	Senior PWA and React.js expert
Sankar Das or similar experience	50%	30	Senior HTML5 expert
Mithun Banerjee	10%	6	Senior SW architect

Where "Senior" means more than 3 years expertise in the specific technology required















## EXHIBIT A - SOFTWARE SPECIFICATIONS

The project aims to build an innovative ERP + CRM SW for fitness clubs, that include the following modules and details in the document linked here <https://1drv.ms/w/s!Ahq7g2CvD3TUgdApQip-PuGXEUydQQ>:

- Membership and registration flows (M1 interfaces in InVisionapp.com)
- Messages/Profiles/CRM (M2 interfaces in InVisionapp.com)
- Calendar/Booking (M3 interfaces in InVisionapp.com)
- Purchase/Payment (M4 interfaces in InVisionapp.com)
- Home Pages (M0 interfaces in InVisionapp.com)

All other modules like Training plans, Accountability, User prizes that are not mentioned above will be part of another agreement also if in the document there will be specifications.

## EXHIBIT B - MILESTONE SCHEDULE

ID		Task Mode	Task Name	Duration	Start	Finish
1			Project planning	3 days	21 June 2019	25 June 2019
5			HTML for registration tweeking	5 days	21 June 2019	27 June 2019
8			User registration module	14 days	28 June 2019	17 July 2019
17			Gym Registration	15 days?	21 June 2019	11 July 2019
23			Message and profile module	18 days	18 July 2019	12 August 2019
36			Calendar Module	21 days	24 July 2019	21 August 2019
43			Payment and Booking	7 days	21 August 2019	29 August 2019

Date: 26 June 2019

Eclipse Technoconsulting Global Pvt. LTD  
Mithun Banerjee (CEO) – Kolkata, India

*Mithun Banerjee*

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Cowellness SRL  
Matteo Antonelli (CEO) – Milan, Italy

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