

Moshi-Mushi



Software Module  
Development Contract/1.0

## SOFTWARE MODULE DEVELOPMENT CONTRACT

The following Software Development Contract is made effective from  
25/02/14.

Between: Spoon ("Client")

And: MOSHI-MUSHI ("Developer")

### Recitals:

The client requires a simple audio handler module and wishes to hire said developer to develop this module. The module is outlined in the Project Wide Standards agreement, though the client agrees to provide an additional functional specification document.

The developer agrees to provide the software module. Said module is to be completed no later than 07/03/14. Upon signing the contract and for the length of which the contract is effective both parties act in accordance with the mutual covenants and agreements detailed by the supporting 'Software Module Development Agreement' document.

### Payment:

Payment for the software module will be split in three installments.

1. 25% of contract value payable upon placement of contract.
2. 50% of contract value payable upon handover of module code.
3. 25% of contract value payable upon purchaser group acceptance of module.

Late fees and penalties are covered in the supporting 'Software Module Development Agreement' document.

Total Sale Price: £ 2700.00

### Approved by:

R. J. B. ("Developer") Date: 25/02/14

Mark L. ("Developer Line Manager") Date: 25/02/14

A. Miller ("Client") Date: 25.02.2014

P. McPherson ("Client Line Manager") Date: 25/02/14

H. B. ("Project Coordinator") Date: 25/02/14



**SOFTWARE MODULE DEVELOPMENT  
AGREEMENT**

**GROUP 4**



## SOFTWARE MODULE DEVELOPMENT AGREEMENT

### 1 PURPOSE OF AGREEMENT

Client desires to use Moshi Mushi as an independent contractor to develop a software module as described by the Functional Specifications that the client supplies. Moshi Mushi are ready, willing and able to undertake the development of the software module and agree to do so under the terms and conditions set forth in this Agreement.

### 2 PREPARATION OF CONTRACT

Moshi Mushi shall prepare a contract for the software module to be developed which will satisfy the requirements set forth in the client's Functional Specification. The contract will include:

- A. A listing of all items to be delivered to the Client under this Agreement;
- B. A delivery schedule containing a delivery date for all deliverables; and
- C. A payment schedule setting forth the amount and timing of development fees to be paid to Moshi Mushi.

### 3 ACCEPTANCE OF CONTRACT

Moshi Mushi shall deliver the contract to the client by the date which is predetermined by both the client and Moshi Mushi. Upon approval of the contract by the client, the contract will become Exhibit A and will be deemed by both parties to have become part of this Agreement and will be incorporated by reference. Moshi Mushi shall then commence development of the software module and will conform to the requirements set forth in this Agreement, the client's Functional Specifications and the Contract itself.

### 4 PAYMENT

The total contract price shall be set forth in the Contract. The client shall pay Moshi Mushi the sum of 25% of the total contract price upon the execution of this Agreement and the client's approval of both this Agreement and the Contract. The remainder of the contract price shall be payable in installments according to the payment schedule to be included in the Contract. The client is not required to pay Moshi Mushi's 'out-of-pocket expenses.

### 5 LATE FEES

The penalty for late submission of a software module shall be 5% of the total contract price per working day after the deadline set in the Contract. This will be payable by Moshi Mushi to the client.

### 6 DELAYS

Moshi Mushi shall use all reasonable efforts to deliver the required software module on schedule. However, Moshi Mushi can extend the due date of any deliverable by giving



written notice to the client. The total of all such extensions shall not exceed 20% of the time allotted for the development of the software module and shall be no less than 1 working day.

Any delays caused by conditions beyond Moshi Mushi's reasonable control will shall not constitute a breach of this Agreement and Contract, provided that Moshi Mushi have taken appropriate measures to notify the client of any delays such as this.

## 7 CHANGES TO REQUIREMENTS

If, at any time following the approval of this Agreement and the Contract by the client, the client should desire to alter the Functional Specifications that they have supplied, the client shall submit a written proposal specifying the desired changes to Moshi Mushi.

Moshi Mushi will evaluate each such proposal at its standard rates and charges. Moshi Mushi shall then submit a written response to each such proposal within 2 working days following receipt thereof. Moshi Mushi's response shall include a statement on how possible the proposed changes will be to implement and how these changes would impact on the contract price and delivery dates.

If changes are approved by both the client and Moshi Mushi, both parties will establish a new Agreement and Contract based on the altered Functional Specifications of the client.

## 8 ACCEPTANCE TESTING OF SOFTWARE MODULE

Once the software module is delivered by Moshi Mushi, the client then has 2 working days to approve the functionality of the software module and deem whether it is of an acceptable standard and a handover fee is paid from the client to Moshi Mushi (value is set in Contract). If the client has raised no issues with the software module in this 2 day period, the final remaining installment of the contract price will be made payable by the client to Moshi Mushi (value set in the Contract).

If the client deems that the module is of an acceptable standard at any point within the 2 day period after the module is handed over, the final installment of the contract price is paid by the client to Moshi Mushi.

If the client deems that the module is not of an acceptable standard, the client must provide Moshi Mushi with a written document which justifies why the software module they have received is not of an appropriate standard. This document will then be approved and signed by both of the group's supervisors. If both supervisors approve this document, the client will not be obligated to pay the final installment of the contract price.

## 9 MAINTENANCE AND SUPPORT

Moshi Mushi have no obligation to provide maintenance and support for any software modules they produce after respective contracts for these software modules are fulfilled.



## 10 OWNERSHIP OF SOFTWARE MODULE

Moshi Mushi assigns to the client its entire right, title and interest in anything produced or developed by Mushi Mushi for the client under this Agreement, and respective Contract, including all copyrights and proprietary rights. This assignment is conditional upon full payment of the fees due from the client to Moshi Mushi under this Agreement.

## 11 WARRANTIES

Moshi Mushi have no obligation to include warranties on any software modules that they produce as warranties are not required.

## 12 INTELLECTUAL PROPERTY

Moshi Mushi warrants that it will not knowingly infringe on the copyright of any third party in performing services under this Agreement.

## 13 TERMS OF AGREEMENT

This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

## 14 TERMINATION OF AGREEMENT

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach is not resolved within 2 working days after written notice is sent to the other party. One obligation is if the client feels the module description(s) is/are not of sufficient quality. Upon doing so the customer will receive a full refund from the vendor of the amount paid upon signing this agreement.

If Moshi Mushi terminate this Agreement

- A. The client shall immediately cease use of the software module produced by Moshi Mushi.
- B. The client shall, within 2 working days of such termination, deliver all copies of the software modules and related materials produced by Moshi Mushi under this Agreement to Moshi Mushi.
- C. All amounts payable to Moshi Mushi under this Agreement shall become immediately due and payable.
- D. Any rights granted to the client under this Agreement shall immediately terminate.

This Agreement may be terminated by the client upon 2 working days prior to written notice to Moshi Mushi. Upon such termination, all amounts owed to Moshi Mushi under this Agreement will become immediately due and payable and all rights granted by Moshi Mushi to the client under this Agreement shall immediately terminate.

## 15 CONFIDENTIALITY

Moshi-Mushi



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During the time this agreement is in place, the developer will use reasonable care to prevent the unauthorized use of the client's confidential information. The client will treat the software module of a confidential basis and not disclose its source code with any other firm.

