

Custom Software Development Agreement

Management Department – Swabir Abdulrehman

This Custom Software Development Agreement (the “Agreement”) is made effective as at the **27th of February 2018**.

THE AGREEMENT

BETWEEN:

York Software Development (YSD) Ltd {the “Client”}, a company organised and existing under the Companies Act 2006 in accordance with the Small Business Act 2008 stipulated in EU legislation. YSD has its head office located at:

The Department of Electronic Engineering
The University of York
Heslington
York
North Yorkshire
YO10 5DD

AND:

Unlock {the “Developer”}, a company organised and existing under the Companies Act 2006 and in accordance with the Small Business Act 2008 stipulated in EU legislation. Unlock has its head office located at:

The Department of Electronic Engineering
The University of York
Heslington
York
North Yorkshire
YO10 5DD

RECITALS

Whereas the Client wishes to purchase detailed user interface code for manipulating the following media:

1. {images;} file, time of (or sequence of) presentation, size and position on screen, duration.
2. {movies;} file, position on screen.

Whereas the Developer desires to develop these custom software packages for the Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. PURPOSE OF AGREEMENT

The Client desires to retain the Developer as an independent contractor to develop the computer software (the "Software") described in the Client Requirements to be provided by the Client on [Date] to be made part of this agreement. The Developer is ready, willing and able to undertake the development of the software and agrees to do so under the terms and conditions set forth in this agreement.

2. PREPARATION AND DEVELOPMENT PLAN

Developer shall prepare a development plan ("Development Plan") for the Software, satisfying the requirements set forth in the Project Wide Standards and by the Client Requirements. The Developer shall include:

- A. A listing of all the items to be delivered to the Client under this Agreement ("Deliverables");
- B. A delivery schedule containing a delivery date for each Deliverable; and
- C. Developer shall deliver the development plan to the Client by 09/03/18.
- D. Client shall have five days to review the development plan.
- E. Upon approval of the development plan by the Client, it will be recorded and marked as APPENDIX A, from then it will be deemed by both parties to have become part of this agreement.
- F. The Developer shall then commence development of Software that will substantially conform to the requirements set forth in the development plan.

The Client shall include:

- G. Functional Specification for the Software
- H. Acceptance Criteria for the Software, to be recorded and marked as APPENDIX B.

3. CONFIDENTIALITY

- All the information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of Developer's work.
- All information relating to the Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent such disclosure or use is reasonably necessary to the performance of Clients duties and obligations under this agreement.
- These obligations will extend to the period of six (6) months after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

4. INDEMNIFICATION

- Client agrees that is shall defend, indemnify, save and hold the Developer harmless from any or all demands, liabilities, losses, costs and claims.

- This includes liabilities asserted against the Developer, its subcontractors, its agents, its clients, employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents or employees.

5. PAYMENTS

The Client will pay the Developer the principle sum of £3000 on the following schedule:

- 25% of the principle payable on placement of the contract;
- 50% of the principle payable upon handover of the Software;
- 25% of the principle payable upon the Client's acceptance (specified in 2H) of the Software.

In the case of delayed delivery of the Software as per the agreed delivery schedule, the Developer agrees to a penalty of 5% per day of the principle handover payment until handover, up to a limit of 50%.

6. TERMS AND CONDITIONS

Both the Client and the Developer agree to adhere to the following terms and conditions.

The Developer has granted, with acceptance of the source code licence agreement, total licence to be used as permitted. This license shall be considered perpetual and non-transferable.

The licence granted may be used by the Client as well as any employees and subcontractors providing services for the Client.

Throughout this agreement "Software" shall be defined as all source codes, object codes, link libraries, utility programs, project files, scripts related to the software listed in the Recitals.

The Software shall remain the intellectual property of the Developer at all times.

7. CLIENT AGREEMENT

An agreement shall go into effect on 26/02/18, contingent on approval by **York Software Development Ltd** {Client}, and **Unlock** {Developer} who shall commence work after signature by the Client. The agreement shall end on the 08/06/18, unless extended by an agreement amendment. The agreement also certifies that the Functional Specification to be outlaid in APPENDIX A is to be provided by the Client and approved by the Developer before work commences. No changes can be made to the Functional Specification without consultation and an agreement amendment between the Client and the Developer.

Client Name Swabir... Abdulrahman

Developer Name Lauren Tomazello

Client Signature..... [Signature]

Developer Signature..... [Signature]

Date..... 27/02/18

Date..... 27/2/18

Witness One Name A. Ward

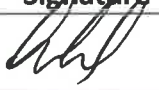
Witness Two Name

Witness One Signature..... [Signature]

Witness Two Signature.....

Date..... 27/2/18

Date.....

Document Review			
Document Title:			
Line Manager	Date	Signature	DSN
Nic Starke	27/02/2018		CodePurchase_Contract_26/02/18_05
Document Change Record			
Revision	Author	Comments	Published Date
00 - Baseline	Swabir Abdulrehman	Original Document	21/02/18
01 – Client Revision	Swabir Abdulrehman	Client feedback changes to FS and adding Payment Schedule.	24/02/18
02 – Collaboration Revision	Swabir Abdulrehman	Issues with Terms and Conditions of ownership.	25/02/18
03	Lauren Tomasello	Acceptance criteria	27/02/18
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York
North Yorkshire
YO10 5DD

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The Department of Electronic Engineering
The University of York
Heslington
York
North Yorkshire
YO10 5DD

RECITALS

Whereas the Client wishes to purchase detailed user interface code for manipulating the following media:

1. {graphics:} circles, lines, solids, colour, shading, position on screen, size and duration.
2. {sound:} source file.

Whereas the Developer desires to develop these custom software packages for the Client.

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The Client shall include:

- G. Functional Specification for the Software
- H. Acceptance Criteria for the Software, to be recorded and marked as APPENDIX B.

3. CONFIDENTIALITY

- All the information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of Developer’s work.
- All information relating to the Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent such disclosure or use is reasonably necessary to the performance of Clients duties and obligations under this agreement.
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Client Name Lauren Tomasello

Developer Name Shawna Applebaum

Client Signature [Signature]

Developer Signature [Signature]

Date 27/2/18

Date 27/02/18

Witness One Name A. Warr


Witness Two Name

Witness One Signature [Signature]

Witness Two Signature

Date 27/2/18

Date

Document Review			
Document Title:			
Line Manager	Date	Signature	DSN
Nic Starke	27/02/2018		CodeSales_Contract_26_02_18_05
Document Change Record			
Revision	Author	Comments	Published Date
00 - Baseline	Swabir Abdulrehman	Original Document	21/02/18
01 – Client Revision	Swabir Abdulrehman	Client feedback changes to FS and adding Payment Schedule.	24/02/18
02 – Collaboration Revision	Swabir Abdulrehman	Issues found with Terms and Conditions of Software ownership.	25/02/18
03	Lauren Tomasello	Acceptance criteria	27/02/18
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