

FRAMEWORK CONTRACT for PROGRAMMING SERVICES PROVISIONING

- **Parties**

- **Customer**

Company name:	SORTEC EUROPE s.r.o.,
Address:	Betliarska 4031/19, 851 07 Bratislava, Slovak republic
IČO:	45 001 103
Tax ID:	2022899098
VAT ID:	SK2022899098

(Further only "Customer")

and

- **Supplier**

Name:	Nathaniel
Surname:	Fernandez
Date of birth:	August 26, 1972
ID:	N26-08-002583
Street:	Block 6c Lot 3 Ecotrend Villas Zapote Las Pinas City
Town:	Las Pinas City
Country:	Philippines
Bank account:	1929065057

(Further only "Supplier")

The contracting parties conclude a contract for provisioning of programming,
technical support and consultancy services named:

"C/C++, C# and others"

- **Definitions**

- **Introductory analysis**
Introductory analysis focuses at technical feasibility, comparison of alternative approaches by different technical and development tools, including legal aspects including IPR, estimate of required resources and budget in form of time man months.
Analysis will list standards affecting given domain.
- **Implementation analysis**
Subject of implementation analysis is design of individual modules, interrelationships between them and description of their functions included recommended development tools including their justification.
It describes main objects, classes and or database structures or user interfaces.
Mandatory part of implementation analysis is time schedule of SW development (implementation) detailed by milestones, deliverables, tasks breakdown including gant diagram.
- **SW programming**
SW development where output is source code, executable (binary code) or script developed according to the functional specification and committed to central git repository. Source code shall contain comments and be clearly structured and maintainable

- **Programmers' documentation**
Programmer documentation shall describe internal SW architecture definition of main object, classes, databases, structures, APIs, protocols to provide understanding for further code development and maintenance. It must describe process of executables compilation and supported kernel and operating system version with all details.
- **User manual**
User manual is documentation for the SW end user explaining appropriate usage of given SW product and user interface explanation.
- **Services**
Are other related technical services provided by Supplier such as technical support, installation, consultation, etc.

- **Subject of the contract**

- The subject of this framework agreement is:
 - Specification of conditions and relations for individual partial deliveries of SW development and provision of services by the Supplier and their payment by the Customer.
 - Transfer of intellectual and industrial property rights from Supplier to the Customer in maximum possible extent.

- **Supplier obligations**

- The Supplier undertakes to PERSONALLY supply partial SW works and provide services in the area

- **SW programming in the Kernel of the Linux operating system -**

- The Supplier will provide deliveries and services in person for a minimum of **40 hours per week**.
- The Supplier is not entitled to fulfill its obligations with the help of third parties without the consent of the Customer.
- At the end of the task focused on the delivery of SW work the Supplier uploads
 - Source Code to a specified central source code repository (e.g. GIT) describing the comments and explanations of the commit in the note/description.
The source code shall contain sufficiently detailed comments in English. For SW source codes, the version, author, date of change, description of the module and changes from the previous version will be indicated, including the reason for making changes.
 - Machine executable form of SW on the central server with a description of the version and compilation environment (compiler used, settings)
- Upon completion of the work, the subject of which is the elaboration of documentation, the Supplier saves the documentation on a central server.
- In the event of objections to the specification of the SW work by the Customer in WEB Project Management, the Supplier may express objections no later than within 2 working days of the assignment, with a proposal to change the assignment and the justification of the required change. If the Supplier does not notify his objections within 3 days, it is considered accepted.
- In the event that the Supplier has refused or has not started work on the assigned task without giving reasons, the Customer has the right to apply a contractual penalty.
- The Supplier undertakes to provide supplies and services to the Customer in preference to third party orders.

- In case of urgent need, the Customer may request the provision of services outside working days for an additional fee of + 20%.
- When providing services (billed hourly), Supplier is obliged to log the scope and description of services daily into the Customer's WEB Project Management System.
- The Supplier will invoice the provided services in monthly periods within 5 days from the end of the current calendar month in accordance with the reports on WEB Project Management.
- Provide technical support to the Customer's Customers as soon as possible, as required by e-mail, telephone or personal visit.
- To be governed by the Confidential Information Agreement, which forms Annex 1 to this Agreement.
- In the event of termination, train the new programmer in the Supplier's projects, which were the subject of cooperation, within 6 months of the end of the cooperation in the range of 10 hours per week.
- In terms of the guarantee, eliminate any detected defects in the work or services of the SW in the shortest possible time, in the case of minor errors, within 30 days at the latest.
- In the case of the Customer's request, the Supplier is obliged to perform the installation or provide technical support at the Customer's Customer in Slovakia and abroad, while the Customer will pay the associated costs, e.g., travel, accommodation, diets.
- Notify changes of permanent and temporary residence address and change of telephone numbers, bank accounts, etc.
- Retrieve recommended Customer shipments.
- The Supplier is not obliged to provide services in case of Vis Major situations (such as illness, natural disaster, war, etc.).

• **Obligations of the Customer**

- Enter a clear specification of partial SW works.
 - Delivery type (input analysis, implementation analysis, implementation, documentation, testing)
 - Detailed description of required SW functions of the work
 - Operating system and kernel version and other dependencies e.g., HW
 - Task start and end dates
 - Time range of the task in man-hours
 - Reporting frequency and compliance status
- The Customer may enter hourly billed services orally or via WEB Project Management with a rough description of the requirements and a rough estimate of the time range.
- Download the submitted SW work resp. service and state any reservations to it within 15 days of receipt by the Customer.
- In the case of handing over the SW of the work within the planned deadline and of sufficient quality, provide the Supplier 20% performance bonus.
- Pay the agreed price to the Supplier no later than 14 days from the date of issue of the invoice after its proper submission by the Supplier.
- Reimburse the Supplier for costs associated with any installation, technical support or consultations with the Customer's Customer, as well as travel and accommodation in accordance with applicable regulations.

• **Price**

- The contracting parties have agreed on a uniform price of **12,- EUR/hour**.
- The price does not include VAT, which will be charged in accordance with applicable regulations.

• **Transfer of Intangible property rights (intellectual and industrial property)**

The Contracting Parties acknowledge and agree that the Customer will own the intellectual property rights in the SW works and services provided, including, but not limited to, copyright and trademark rights to the maximum extent permitted by law. The Supplier agrees not to claim any such intellectual property before or after the completion and delivery of the SW of the work and services to the Customer.

The Supplier grants the Customer an exclusive license for versatile and unlimited use of the work for an indefinite period, without material, territorial and time restrictions and without the possibility of its revocation, in particular:

- Translate the software into any programming and / or national languages and modify the software, including the creation of new versions, in particular to ensure further development and / or operation in another operating environment.
- Connect:
 - Software with computer programs and / or other works
 - Works created under the permission in 8.1 with other works
- Reproduce and distribute the software and works created under points 8.1 and 8.2. in article 8.
- Transfer acquired rights to third parties
- The above permissions also apply to any part of the software.
- Use software for internal Customer needs.
- The Supplier is responsible for not infringing the copyright and other intellectual property rights of third parties and for handing over works and services not encumbered by any third-party claims.
- The Supplier declares that it has not entrusted any collective management organization with the management of the rights provided to the Customer.
- In accordance with the Copyright Act 168/2003 § 50, point 5, the computer program is also considered to be an employee work under this contract.

• Method and extent of dissemination

- The Customer is entitled to produce and sell an unlimited number of copies (copies) of products: analysis, software (programs) and documentation. Customer has the right to distribute analysis, software created under this Agreement, and documentation under the terms of this Agreement, alone or in conjunction with other works or creations. The Customer is not obliged to distribute these products.
- The Customer is entitled to distribute the products on magnetic media in machine or source form, in books, electronically or otherwise in computer networks, including wireless transmission. The Customer is entitled to independently determine the selling prices of products and perform advertising, marketing and other business activities related to distribution. For these activities, the Customer is entitled to use the products in whole or in part.
- The Customer is entitled to provide each copy of the software with the following data:
 - Product name
 - Year of publication of the product
 - Customer copyright
- The Supplier expressly agrees to the indication of the Customer's copyright and that it will not be listed as the holder of the rights to the work on copies of the products.
- In the event of the Customer's request, the Supplier, as the author of the program, agrees not to be listed as an author on the copies of the work.
- The Customer has the right to exercise the above rights in all countries of the world.
- The above rights also expressly apply to the distribution of works resulting from the reprocessing of products, translation of products or their connection with other works or programs. The Customer has the right to modify the documentation to match the current version of the product.

- The Supplier's copyright claims in connection with the copyright work shall be deemed to have been paid in full by payment of the Supplier's invoices.
- Supplier - the author has no right to independently distribute the work or modify and adjust it for purposes other than processing the Customer's tasks.

- **Delay in performance of the Supplier and liability for defects**

- In the event that the Supplier is aware that it will not be able to deliver its obligations properly and in a timely manner, it shall immediately notify the Customer in writing.
- If the Supplier is more than 30% late with the delivery of the work, the Customer has the right to apply to the Supplier a contractual penalty of 0.3% of the total value of the work, for each calendar day of delay by which the price for the task is reduced.
- The application of the contractual penalty does not relieve the Supplier of lost profits, damages and other damages caused to the Customer.
- The Supplier is obliged to eliminate the defects of the work as soon as possible at its own expense, found within 3 years of delivery.
- In the event that the Supplier is not willing, resp. able to eliminate the deficiencies, the Customer has the right to ensure the elimination of defects through third parties at the expense of the Supplier.
- This provision shall survive any termination of this Agreement.

- **Termination of the contract**

- The contracting parties are entitled to terminate the contract without giving a reason with a 3-month notice period in writing. The notice period begins on the first day of the month following the delivery of the written notice.
- The Supplier has the right to terminate the contract with a one-month notice period in case of delay in payment for the delivered work by more than 2 months after the due date. The notice period begins on the first day of the month following the delivery of the written notice. Delay in payment at a banking institution is not considered a delay in maturity.
- The Customer has the right to terminate the contract with immediate effect in the case of:
 - breach of obligations under the confidentiality agreement
 - breach of the provisions of this contract, such as significant slippages of the time schedule, poor quality of the submitted software, etc.
 - in the event of a breach of the obligations under the confidentiality agreement


- **Withdrawal from the contract**

- This Agreement may be terminated for one of the following reasons:
 - withdrawal from the contract,
 - the date of loss of the Supplier's authorization to perform the activity necessary for the implementation of the subject of the contract, without the need for any action by the parties,
 - by written agreement of the Parties,
 - the date of the declaration of bankruptcy or liquidation of the Supplier, without the need for any action by the parties,
- Each of the contracting parties is entitled to withdraw from the contract in the event of a material breach of a contractual obligation by the other contracting party or when the fulfillment of substantial contractual obligations has become completely impossible for the other contracting party.
- For the purposes of this Agreement, the following shall be deemed to be material breaches:

- the Supplier's delay in the implementation of the subject of the contract compared to the agreed performance date by more than 15 days without stating a reason that would objectively justify the delay,
- if the price is invoiced in violation of the payment conditions agreed in this contract and the Supplier does not make the correction even within a reasonable period specified by the Client in his written notice,
- if the Supplier carries out work for the Client in serious conflict with the subject of the contract and does not carry out the correction even within a reasonable period specified by the Client in his written notice,
- In the event of termination of the contract, even after its termination, the provisions of the contract governing the Supplier's liability for damage remain entitled to a contractual penalty.

• Final provisions

- This contract is concluded for an uncertain period.
- This Agreement shall enter into force on the date of its signing by both Contracting Parties and shall enter into force on the day following its publication.
- All changes and amendments to this Agreement are valid only if they are properly numbered, made in writing and signed by authorized statutory representatives of both parties.
- The rights and obligations of the Contracting Parties not expressly regulated by this Agreement, and all relations intended therefrom, shall be governed by, construed and enforced in accordance with the relevant provisions of the Commercial Code as amended and in accordance with Slovak law.
- The relations and disputes arising from this Agreement are governed by generally binding legal regulations. The Parties undertake to resolve any disputes arising from this Agreement, always first by mutual negotiation. In the event of any inconsistency between the content of this Agreement and any amendments thereto, the terms and conditions set forth in this Agreement shall prevail. In the event of no agreement being reached between the Contracting Parties, either Contracting Party may request a decision from the competent court.
- Any notices or other communications to be made in writing under this Agreement must be made by registered letter, construction diary, delivered in person or by courier. Such notification shall take effect on the date on which it is received by the other Party.
- The Supplier agrees to the transfer of the rights and obligations of the Customer arising from this contract to a third party.
- In the event that any provision of this Agreement becomes invalid or unenforceable, it does not affect the validity of the Agreement as a whole. In this case, the Contracting Parties undertake to replace such invalid or unenforceable provision with another provision which most closely replaces it in legal and commercial terms.
- The following annexes are an integral part of this Agreement:
- Annex no. 1-Confidentiality and non-compete agreement
- This Contract is made in (2) two copies with the validity of the original, of which the Client and the Supplier will receive (1) one signed copy
- The Contracting Parties have read the Agreement, understood its content and have signed the Contracting Parties freely and seriously.

For the Supplier:		For the Customer:	
Date: 10-27-2022		Date:	
Place: Las Pinas City 1742, Philippines		Place:	

