



Software Development Agreement

Software development contract prepared for [client].

This Software Development Agreement states the terms and conditions that shall govern the contractual agreement between Lagaster Ltd having its principal place of business at info.lagaster.org, and [client], having its principal place of business at [client email] who agrees to be bound by the terms of the Agreement.

The Client has conceptualized the deliverables (the “**Software**”) – which are described in further detail in Exhibit A – and the Developer is a contractor with whom the Client has come to an agreement to revamp the Software.

In consideration of the mutual covenants and promises made by both parties regarding this Software Development Agreement, the Developer and the Client agree to the following terms:

1. Developer’s duties

The Client hereby engages the Developer and the Developer agrees to be engaged by the Client to develop the Software in accordance with the specifications attached hereto as Exhibit A (the “**Specifications**”).

1. The Developer shall complete the development of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the Client by [date].
2. For a period of three months after delivery of the final product, the Developer shall provide the Client with answers to any questions or assist in solving any problems with regard to the operation of the Software free of charge and billed to the Client at a rate of KS 100/= per hour for any assistance thereafter. The Developer agrees to respond to any reasonable

request for assistance made by the Client regarding the Software within one hour of the request.

3. Except as expressly provided in this Software Development Agreement, the Client shall not be obligated under this Agreement to provide any further support or assistance to the Developer.
4. The Developer may terminate this Software Development Agreement at any time upon material breach of the terms herein and failure to resolve such a breach within 72 hours of notification of such a breach.
5. The Developer shall provide to the Client after the Delivery Date 96 hours of training with respect to the operation of the Software if requested by the Client.

2. Delivery

The Software shall function in accordance with the Specifications on or before the Delivery Date.

1. If the Software as delivered does not conform with the Specifications, the Client shall within 72 hours of the Delivery Date notify the Developer in writing of the ways on which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.
2. The Client shall provide to the Developer written notice of its finding that the Software conforms to the Specifications within 7 days of the Delivery Date unless it finds that the Software does not conform to the Specifications as described in Section 2.1 herein.

3. Payment

In consideration for the Service, the Client shall pay the Company 20% fees on start of the project and the remaining 80% to be paid on completion of the software. Failure to comply with the payment will lead to the seizure of delivering system. If the period of payment after deadline exceeds three months, there will be a 5% increment on the remaining balance every month. If this continues for a period of three months, Lagaster will be forced to terminate the contract and retail all the work done.

4. 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. The Developer agrees not to claim any such ownership in the Software's intellectual property at any time prior to or after the completion and delivery of the Software to the Client.

5. Change in specifications

The Client may request that reasonable changes be made to the Specifications and tasks associated with the implementation of the Specifications. If the Client requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the Software.

In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Software or would result in additional expense to the Client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the Software with the proposed change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.

6. Confidentiality

The Developer shall not:

- (i) disclose to any third party the business of the Client, details regarding the Software, including any information regarding the Software's code, the Specifications, or the Client's business
- (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.

7. Developer warranties

The Developer represents and warrants to the Client the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.

2. The Software will not violate the intellectual property rights of any other party.
3. For a period of three 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.

8. No modification unless in writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

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

Lagaster ltd

[client]

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Date.....

Date.....

Full Name

Full Name:

Exhibit A

2. 1 Software specifications

[FREEFORM PRODUCT FUNCTIONALITY DESCRIPTION]

- 1.