

Framework Agreement for Software Development

Entry into force: [*]

[*], personal identification code / date of birth: [*], address: [*] (hereinafter **the Client**)

and

[*], personal identification code / date of birth: [*], address: [*] (hereinafter **the Developer**)

hereinafter respectively **Party** or jointly **Parties** have concluded this software development framework agreement (hereinafter **the Agreement**) in the following:

1 The object of the Agreement and the general principles of cooperation

- 1.1 The aim of this Agreement is to agree on the mutual rights, obligations and liability of the Parties in relation to the creation of the developments of [*] by the Developer for the Client.
- 1.2 For each development work procured from the Developer by the Client the Parties shall formulate a separate project contract (hereinafter the **Project Contract**). In the Project Contract the Parties shall agree on the specific object, procured works and desired objectives, the schedule of the performance of the works, the payment terms and other details of the development works.
- 1.3 The main principles of mutual cooperation provided in this Agreement shall for an integral part of each separate Project Contract. In case of any conflicts between the conditions of this Agreement and Project Contracts the conditions of respective Project Contract are applied for each specific procurement.
- 1.4 The Parties have hereby agreed that irrespective of the application of any pre-agreed format for the Project Contract, all procurements submitted by the Client during the validity of the Agreement and accepted by the Developer are considered as Project Contracts and the Parties shall apply the conditions of this Agreement to any agreed development work, unless otherwise expressly agreed.
- 1.5 In executing the Agreement, the Parties are required to behave based on the principles of good faith and reasonableness and shall thoroughly consider the interests of the other Party. Unless otherwise provided in the Agreement the Parties shall fulfill all obligations arising from the Agreement and achieve the objectives agreed upon in the Agreement, not just make their best effort to fulfill the obligations.

2 Rights and obligations of developer

- 2.1 In addition to other obligations arising from this Agreement, from each Project Contract and valid legislation the Developer is obliged to:
 - 2.1.1 perform all works necessary for achieving the objectives provided in the Project Contract, including the works specified in the Project Contract, any additional works according to the Agreement and any other works required for achieving the agreed objective (hereinafter the **Development Works**) and deliver these to the Client along with the relevant, sufficient and exact documentation following the procedure provided in the Agreement and by the due dates provided in the Project Contract;
 - 2.1.2 perform all Development Works with due diligence based on the Developer's professional know-how, abilities and experience;

- 2.1.3 ensure the quality of the Development Works in accordance with the provisions of the Agreement;
- 2.1.4 use only legal materials, means, hardware and software in performing the Development Works and avoid circumstances that could damage or endanger the property, activities or reputation of the Client;
- 2.1.5 ensure that the Client's issues arisen during the Development Works are solved and information request are answered within three (3) working days from receipt of the respective request, unless other term has been agreed by the Parties;
- 2.1.6 consider to largest possible extent the Client's instructions, wishes, remarks and proposals and in case the Developer cannot take the respective wishes or proposals into account, the Developer shall inform the Client respectively and provide its own vision of solution, if possible, which is feasible and as close to the Client's wishes as possible;
- 2.1.7 inform the Client of any material circumstances or issues related to the Development Works.
- 2.2 In addition to other right arising from this Agreement, from each Project Contract and valid legislation the Developer is entitled to:
 - 2.2.1 receive from the Client data and information necessary for the Development Works and other Client's assistance necessary for performance of the Development Works;
 - 2.2.2 choose independently the method for performing the works, taking into account the agreements of the Parties regarding the volume and schedule of the Development Works, the fee payable to the Developer and the required quality of the Development Works;
 - 2.2.3 involve third parties into the execution of the Agreement while still remaining liable toward the Client for the due performance of obligations of such parties.

3 Rights and obligations of client

- 3.1 In addition to other obligations arising from this Agreement, from each Project Contract and valid legislation the Client is obliged to:
 - 3.1.1 provide the Developer within reasonable time after the conclusion of a Project Contract with the information necessary for performance of the Development Works;
 - 3.1.2 inform the Developer of any planned changes that could affect the Development Works or their performance process or completion;
 - 3.1.3 accept the Development Works that have been performed as required and pay the fee to the Developer in the agreed amount in accordance with the agreed procedure.
- 3.2 In addition to other rights arising from this Agreement, from each Project Contract and valid legislation the Client is entitled to:
 - 3.3 receive information from the Developer at any time regarding the performance of the Development Works and other circumstances related to the execution of the Agreement and Project Contract;
 - 3.4 provide its own wishes and proposals to the Developer, which the Developer shall take into account in accordance with the Agreement. In case the additional wishes or proposals result in additional Development Works or the re-making of the already complete Development Works, then the schedule for delivering the Development Works shall be extended by the time required for performing the additional works, unless otherwise agreed by the Parties.

4 Design meetings

- 4.1 The Parties are entitled to call a design meeting of the Parties in order to discuss the issues related to the Development Works.
- 4.2 A Party shall inform the other Party of the necessity to hold the design meeting and the Parties shall thereafter agree on the time and agenda of the meeting. The Parties are obliged to ensure that if the holding of the meeting is necessary for the due performance of the other Party's obligations, the meeting shall take place within five (5) working days from the receipt of the other Party's respective request. If holding the meeting within this period is not possible due to Client's activity or inactivity and this hinders the performance of Development Works, then the delivery schedule of the Development Works shall be extended by the time period the meeting was postponed.

5 Delivery of development works

- 5.1 The Developer shall deliver the Development Works and their results along with the required documentation (including source code and object code) to the Client by the date agreed upon in the schedule contained in the Project Contract. In case the Development Works are divided into stages, each stage must be delivered by the last delivery date agreed for each stage.
- 5.2 The Developer shall inform the Client if the Development Works are not delivered in due time, including if the Developer has justified grounds for extending the due date for performing the Development Works. The Developer is obliged to inform the Client immediately after becoming aware that the agreed schedule cannot be followed/must be extended by providing to the Client the respective notice describing the reason for not following the agreed schedule and the new due date for performance of the Development Works. Informing the Client does not in itself preclude the Developer's liability for failing to follow the agreed schedule.
- 5.3 The Developer shall create a draft delivery-acceptance deed for the Development Works and their results, which includes the delivered objects, documents, date of delivery, calculation of time spent for Development Works according to the Agreement and other material circumstances.
- 5.4 The Client is obliged to inspect and test the delivered Development Works within reasonable time from their delivery, whereas the extent of the reasonable time depends on the contents and peculiarities of the Development Works, but it cannot be less than 14 days. The Client shall inform the Developer in writing, by e-mail or by other means agreed in Project Contract of any obvious deficiencies discovered during the inspection. In case the Client informs the Developer of deficiencies in the Development Works the Developer shall immediately remedy such deficiencies and submit the Development Works once again to the Client for acceptance. If the Client has not discovered any deficiencies during the inspection the Parties shall sign the delivery-acceptance deed. If the Client has comments or notes or if the Parties agree on removal of certain deficiencies after the delivery and acceptance of the Development Works, then such circumstances shall be specified in the delivery-acceptance deed.

6 Quality and warranty

- 6.1 The delivered Development Works and their results must be in compliance with the conditions provided in the Agreement and Project Contract and must be usable for the purposes the Developer for informed of.
- 6.2 The Developer shall provide the Development Works and their results with a warranty on the conditions provided in this section, which covers the deficiencies that have become evident during the warranty period. Unless the Project Contract states otherwise the warranty period is [*] months starting from the signing of the delivery-acceptance deed of the Development Works in accordance with the Agreement.

- 6.3 The Developer shall remove immediately and at its own costs the deficiencies and faults of which the Developer has received a written or e-mailed notice during the warranty period.
- 6.4 Warranty does not cover deficiencies and faults that are the results of the failures in the used hardware, power supply problems, environmental problems or other such factors that are not dependent on the Developer.
- 6.5 If a dispute occurs between the Parties regarding the cause of a deficiency or whether it is covered by the warranty, the Developer is entitled to request the appointment of independent expert review, whereas such expert shall be appointed by the agreement of the Parties and the costs shall be initially borne by the Developer. If the results of such expert review prove the Client's claim to be unfounded (i.e. such quality problems do not exist) then the Client is obliged to compensate to the Developer the incurred costs. including the costs of the aforementioned expert review.

7 IP rights

- 7.1 The Parties have hereby agreed that all intellectual property rights to the results of the Development Works and other object created by the Developer in the course of the Development Works based on the Agreement and/or Project Contract belong to the Developer and are not transferred to the Client.
- 7.2 The Developer is entitled to use the intellectual property rights created hereunder at its own discretion without any temporal, territorial or other limitations. The Developer has also the right to transfer these rights at any time (including divest and license) to third parties without the need to ask for a separate consent from the Client or any other person.

8 Payment terms

- 8.1 The Client shall pay to the Developer a fee for the Development Works performed in compliance with the agreed terms and delivered to the Client with the respective delivery-acceptance deed, which shall be calculated by multiplying the hours spent for performing the Development Works with the hourly fee of [*] Euros for each hour of work by the Developer (gross amount), unless the Parties have agreed on other payment terms.
- 8.2 In case the Developer is a private person the Client shall withhold from the amount specified above the income tax and the individual unemployment insurance premium and pays from the amount the social tax and unemployment insurance premium payable by the Client, the Client also withholds the funded pension premium if the Developer has joined the funded pension.
- 8.3 The work hours of the Developer are calculated by [*] units. The Developer shall keep detailed records of the work hours (including the contents of the work and the spent time) and provides current information to the Client, if requested. The final calculation of spent time shall be specified in the delivery-acceptance deed.
- 8.4 The aforementioned fee includes the fee for the transfer of the intellectual property rights related to the results of the Development Works if such rights are transferred under this Agreement. The fee also includes any Developer's costs or potential losses in performing the Development Works, unless otherwise agreed by the Parties in writing.
- 8.5 Unless otherwise agreed by the Parties in a Project Contract the Client shall pay the fee to the Developer within [*] days from signing the delivery-acceptance deed of the Development Works in compliance with the Agreement.

9 Confidentiality

- 9.1 The Developer is obliged to keep confidential during the validity of the Agreement and after its expiry the confidential information of the Client. Confidential information in the meaning of this

Agreement (hereinafter the Confidential Information) is any Client's business, commercial and technological information (incl. any information regarding the financial-economic condition, accounting information etc.), information related to the software development works and other information and data that the Developer has received from the Client in oral, written or other format, before or after the signing of the Agreement, in relation to the execution of the Agreement and which is not publicly available or for the Client's desire to hold it confidential can be reasonably assumed.

- 9.2 The Developer is obliged to ensure that a) the Developer uses the Confidential Information only in order to fulfill the Agreement and using of Confidential Information for any other purpose takes place only with the prior written consent of the Client; b) the Developer keeps the Confidential Information confidential and shall not disclose it in any manner to third parties or to the public; c) the Developer applies all reasonable precautionary measures to ensure that no third party or the public becomes aware of the Confidential Information due to the Developer's activities or inactivity.
- 9.3 The conditions contained in this section of the Agreement shall apply also to such Confidential Information that was delivered to the Developer prior to the signing of this Agreement.

10 Liability

- 10.1 The Parties shall be liable for the due performance of the obligations acquired under the Agreement and any individual Project Contract, to the extent and according to procedures provided in the Agreement, Project Contract and the law.
- 10.2 The Parties have agreed that in case any third party submits any claims in relation to the intellectual property rights related to the results of the Development Works, including if the use of the results of the Development Works by the Client violates the copyright of third parties, then the Developer shall apply all necessary measures at its own costs in order to protect the Client against such claims and to ensure that the Client is able to use the results of the Development Works; the Developer also is obliged to compensate any costs and damages borne by the Client due to the aforementioned claims. The aforementioned conditions apply provided that the Client (a) informs the Developer of the respective third party claim immediately after becoming aware of it and (b) allows the Developer to take part in the dispute with the third party (incl. to participate in compiling and submitting any counterarguments) and to control the dispute in their mutual relationship, provided that reasonable measures are used and no additional costs or damages (including damage to reputation) are not caused to the Client.

11 Validity and amendments to the Agreement

- 11.1 This Agreement comes into force after signing by both Parties and is concluded for undefined term. The Agreement can be cancelled by the mutual agreement of the Parties at any time. Unilateral cancellation by any Party can take place on the conditions and following the procedure provided in the Agreement.
- 11.2 Each separate Project Contract shall come into force after its signing by the Parties or at the acceptance of Client's procurement by the Developer in any other manner, if no Project Contract is concluded, and will be valid until the full and due performance of the obligations by the Parties (i.e. all Development Works have been delivered to the Client and the obligations after the delivery have been expired) or until the cancellation of the Project Contract on the conditions and following the procedure provided in the Agreement.
- 11.3 In case no Project Contract is valid between the Parties, then either Party may cancel the Agreement on any grounds by informing the other Party in writing. In case valid Project Contract(s) exist between the Parties, then the Agreement may only be cancelled along with the cancellation of all

valid Project Contracts in accordance with the Agreement. This means that if only some individual Project Contract is cancelled and some Project Contract(s) remain valid, then the Agreement will also remain valid for the valid Project Contracts.

- 11.4 The Parties may cancel a Project Contract at any time by mutual agreement.
- 11.5 A Party is entitled to withdraw from a Project Contract or cancel it with a written notice in case:
 - 11.5.1 the other Party has materially breached the obligation arising from the Agreement or from respective Project Contract and has not remedied the breach within a reasonable time provided in a written notice; or
 - 11.5.2 bankruptcy petition has been submitted against the other Party or bankruptcy proceedings have been initiated against the other Party or the other Party informs itself of its temporary or permanent insolvency.
- 11.6 The Client is entitled to cancel a Project Contract at any time on any grounds with a written notice. In case of such cancellation the Client shall be obliged to pay to the Developer the part of the agreed fee that corresponds to the Development Works already performed and also compensate to the Developer the costs related to the cancellation of the Project Contract, which exceed the fee payable as described here.

12 Notices

- 12.1 Notices related to the Agreement or Project Contract shall be delivered either in written format or by e-mail, unless the Agreement or Project Contract provides a mandatory written format. Written notice is considered delivered when the notice is (a) signed and delivered in person or by a courier and has been handed over against signature or sent by registered mail, in which case the notice is considered delivered when 3 days have passed from its posting at the mail office; or (b) signed digitally and sent to the e-mail address of the other Party and confirmation of receipt has been received from the other Party.
- 12.2 At the time of conclusion of the Agreement the contact persons of the Parties (who are also authorised to inspect the Development Works and to sign the delivery-acceptance deed) and their contacts are the following (the Parties are obliged to inform each-other immediately of any changes in this information):

The
CLIENT:

Name: [*]
Address: [*]
E-mail: [*]

The
DEVELOPER:

Name: [*]
Address: [*]
E-mail: [*]

13 Force Majeure

- 13.1 Failure to perform the obligations under the Agreement or non-conforming performance of the obligations is not considered to be a breach of agreement and it is excusable in case it was caused by circumstances, the occurrence of which the Parties did not and could not foresee at the conclusion of the Agreement (Force Majeure). Force Majeure is a circumstance which the Party could not affect and it could not have been expected from the Party, following the principle of reasonableness, that such Party would take such circumstance into account or avoid it or surmount such impending circumstance or its result at the moment of conclusion of the Agreement. Force

Majeure circumstance is, inter alia, flood, fire, natural disaster, war, act of terror and strike, which renders the execution or due execution of the Agreement impossible.

- 13.2 Party, whose actions in performing the obligations under the Agreement are hindered by the Force Majeure circumstances, shall inform immediately the other Party of such fact. In case of occurrence of the Force Majeure circumstances the term of the Agreement is automatically extended by the period of occurrence of such circumstances.
- 13.3 When the Force Majeure circumstances cease, a Party is obliged to continue immediately the execution of the Agreement and shall prove the occurrence of the Force Majeure circumstances.
- 13.4 Occurrence of the Force Majeure circumstances shall not release a Party from the obligation to apply all possible measures for avoiding or decreasing the extent of any damages.
- 13.5 In the meaning of this Agreement a Force Majeure circumstance will not be the change in the economic status of a Party, bad weather conditions, increase in prices, bankruptcy or bankruptcy caution or the securing of a legal action. Occurrence of a Force Majeure circumstance shall be proven by the Party that wishes to lean on such circumstance in order to be released from the liability deriving from the law or Agreement for breaching the Agreement.

14 Governing law and jurisdiction

- 14.1 The document shall be governed by [*], without giving effect to any conflicts of law principles that might refer the governance, construction or interpretation of this document to the laws of another jurisdiction.
- 14.2 Any disputes arising from or related to the document that cannot be resolved by means of negotiations by the Parties, shall be resolved in [*].

15 Miscellaneous

- 15.1 The Parties shall act with one another according to the principles of good faith and reasonableness and shall take the other party's rights and interests into account from all perspectives.
- 15.2 The Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.
- 15.3 The Parties hereby confirm that the Agreement is in conformity with the actual intentions of the Parties. The Parties disclose that all terms of the Agreement have been negotiated and that both Parties had the possibility to affect the content of every condition of the Agreement.
- 15.4 The Parties hereby confirm that they have disclosed to one another all matters relating to the purpose of the Agreement that the other Party has or may have essential recognisable interest in, that the rights and interests of the the other Party have been taken into account and that data disclosed has been truthful.
- 15.5 Delay concurring at the execution of rights or fulfilment of obligations arisen from the Agreement does not mean waiving the rights or being released from fulfilling the obligation. Partial execution of rights or partial demand of fulfilling the obligations does not eliminate the right to fully execute the rights or demand full performance of the obligation, unless stated otherwise in the Agreement.
- 15.6 Upon termination of the Agreement for any reason, the provisions that in their essence regulate the rights and obligations of the Parties after the termination of the Agreement, remain in force also after the termination of the Agreement.
- 15.7 Unless stated otherwise in the Agreement, neither Party may assign or transfer to the third party any of its rights or obligations hereunder without the prior written approval of the other Party.

- 15.8 In any matter not regulated in the Agreement, the Parties act in accordance with the law, good morals, established usages and practices.
- 15.9 Any amendment of this Agreement will be valid and effective only if it is composed in written form and signed by all Parties or their authorised representatives.
- 15.10 Daily information, which does not have legal consequences, delivered to the contacts marked in the Agreement, is deemed to be received without any additional confirmation. All important notifications related to the Agreement shall be delivered in written form. Any demand arising from the breach of the Agreement shall be delivered to the other Party in written form.

[*]

Signed digitally

[*]

Signed digitally

PROJECT CONTRACT

This project contract (hereinafter **Project Contract**) has been concluded on [*]

[*], personal identification code / date of birth: [*], address: [*]

and

[*], personal identification code / date of birth: [*], address: [*]
hereinafter respectively either **Client** and **Developer** or **Party** or jointly **Parties**

1 Objective of the Project Contract

- 1.1 This Project Contract has been concluded between the Parties based on the Framework Agreement for Software Development concluded on [*] (hereinafter the **Framework Agreement**). This Project Contract specifies the Development Works procured by the Client, the schedule of their performance and the conditions of payment to the Developer.
- 1.2 The Framework Agreement and its conditions are integral parts of the Project Contract. In all issues not regulated by the Project Contract the conditions stipulated in the Framework Agreement shall be applied. In case of any conflicts between the conditions of the Project Contract and the Framework Agreement the conditions of the Project Contract shall be applied.
- 1.3 Unless otherwise provided in the Project Contract or deriving from its context the terms and definitions used in the Project Contract have the same meaning as provided in the Framework Agreement.

2 Development Works and Schedule

- 2.1 The Developer shall be obliged to carry out the following Development Works, whereas the performance of the works and their delivery to the Client must take following the schedule provided below:

Desired goals	Works to be performed	The term for delivery of the works to the Client

3 Fee

- 3.1 The Client shall pay to the Developer for the properly performed Development Works that have been delivered to the Client and accepted by the Client with the signing of delivery deed and their result and for the intellectual property rights that are transferred to the Client based on the hourly fee agreed upon in the Framework Agreement.
- 3.2 The Client shall pay and withhold from the fee the taxes specified in the Framework Agreement, if applicable. The fee shall be paid to the Developer following the procedure provided in the Framework Agreement.

4 Means and environments supporting the execution of the project

4.1 The Parties have agreed on the following means and environments supporting the execution of the project:

Communication channels

Work task management environment

- a. The work task management environment is a configuration and work task software which is used to register the development works and the defects and problems in the works as work tasks and for monitoring the fulfilment of the work tasks. The Client shall register the defects found in the results of the development works as work tasks in the work task management environment.
- b. The Parties will use [*] as the work task management environment in this project.
- c. The Client may refer to the discovered defects in e-mails or other communication, in addition to registering these in the work task management environment, but the precondition for commencing activities regarding the defects/work tasks is its registering in the work task management environment.
- d. If necessary the Parties shall agree on more detailed procedure for the use of the work task management environment, which would specify the rules for adding the work tasks (titles, topics, priorities and categories etc.).

Project document management environment.

- a. The project document management environment is used for the information exchange between the Client and the Developer and use of such environment is mandatory in exchanging documents.
- b. The Parties shall use [*] as the project document management environment.
- c. The Client shall forward the initial information through the project document management environment by uploading the document into agreed folder and by sending a link to that document by e-mail or work task management environment. This helps to reduce the data volume sent by e-mail and ensures that all relevant documents can be found at one place at all times.
- d. The Developer shall forward the compiled documents to the Client for review and approval through the project document management environment by uploading the document into the agreed folder.
- e. Documents may not be deleted from the work task management environment (unless the project managers of Client and Developer have agreed to it).
- f. If necessary the Parties shall agree on more detailed procedure for the use of the project document management environment, which would specify the rules for adding the documents (titles, codes, topics, categories etc.).

5 Other special terms

5.1 The Parties have agreed on the following special terms:

6 Final provisions

6.1 This Project Contract shall come into force at the moment of signing by both Parties.

[*]

Signed digitally

[*]

Signed digitally