Jurifax

Software Development Agreement

- IDENTIFICATION OF THE PARTIES
- PREAMBLE
- OBJECT

  - Services
  - Deadline for Providing the Services

- CONSIDERATION

  - Price of the Services
  - Performance Bonus
  - Expenses Incurred
  - Physical or Electronic Invoicing Address
  - Terms and Conditions of Payment

- SPECIFIC PROVISIONS

  - Representatives of the Parties
  - Electronic Communications
  - Obligations of the Client
  - Obligations of the Developer
  - Intellectual Property
    - Definitions
    - Respect of Third Party Intellectual Property (By the Developer)
    - Respect of Third Party Intellectual Property (By the Client)
    - Information Elements Provided by the Client
    - Employees, Suppliers, Associates and Subcontractors of the Developer
    - Background Technology Developed by the Developer
    - Background Technology Developed by a Third Party
    - Software Product
    - Developer's Residual Rights
    - References to Intellectual Property Rights and Credits
    - Protection of Intellectual Property Rights Vested in the Client
  - Confidentiality and Non-Disclosure Undertaking
  - Exclusivity of the Developer's Services
  - Exclusivity of the Functionalities of the Software Product
  - Exclusivity of the Look and Feel of the Software Product
  - Reciprocal Undertaking Not to Solicit Personnel
  - Useful Information
  - Performance Methods
  - Relationship Between the Parties
  - Subcontracting

- Quality Control and Tests of the Software Product in Accordance with the ISO 9126 Standard
- Verification, Testing and Approval Process
- Modifications Requested During the Course of the Agreement
- Additional Services
- Software Product Maintenance and Update Services
- Backup Copy of the Software Product
- Representations and Warranties of the Developer
- Training Provided by the Developer
- Technical Support Provided by the Developer
- Limitation of Warranty
- Limitation of Liability
- Security Deposit
- Interests
- Change of Tax Rates or New Taxes
- Collection Costs
- Suspension of Services in the Event of Failure to Pay
- Termination of the Agreement (by the Client)
- Termination of the Agreement (by the Developer)
- No Intermediary
- Professional Fees Relating to this Agreement

- **GENERAL PROVISIONS**

  - "Force majeure"
  - Severability
  - Notices
  - Headings
  - Schedules
  - No Waiver
  - Cumulative Rights
  - Entire Agreement
  - Amendments
  - Number and Gender
  - No Right to Transfer
  - Calculating Time Periods
  - Currency
  - Governing Law
  - Election of Domicile
  - Counterparts
  - Successors
  - Joint and Several Liability
  - Elapsed Time
  - Language

- **EFFECTIVE DATE**
- **TERMINATION**
- **ACKNOWLEDGEMENT BY THE PARTIES**
- **SIGNATURES OF THE PARTIES**
- **SCHEDULE: SPECIFICATIONS**