

Computer Programming 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 Programmer
 - Intellectual Property
 - Definitions
 - Respect of Third Party Intellectual Property (By the Programmer)
 - Respect of Third Party Intellectual Property (By the Client)
 - Information Elements Provided by the Client
 - Employees, Suppliers, Associates and Subcontractors of the Programmer
 - Background Technology Developed by the Programmer
 - Background Technology Developed by a Third Party
 - Software Products
 - Programmer'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 Programmer's Services
 - Exclusivity of the Functionalities of the Software Products
 - Exclusivity of the Look and Feel of the Software Products
 - Reciprocal Undertaking Not to Solicit Personnel
 - Useful Information
 - Performance Methods
 - Relationship Between the Parties
 - Subcontracting
 - Verification, Testing and Approval Process



- Modifications Requested During the Course of the Agreement
- Additional Services
- Software Products Maintenance and Update Services
- Backup Copy of the Software Products
- Representations and Warranties of the Programmer
- Training Provided by the Programmer
- Technical Support Provided by the Programmer
- 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 Programmer)
- No Intermediary
- Professional Fees Relating to this Agreement
- Interests

- 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