

## **SOFTWARE DEVELOPMENT AGREEMENT**

This agreement (the "Agreement") is made between Raptool (Raptool) and the undersigner (the "Client").

**Recitals:** The Client desires Raptool to develop software and/or design graphics according to the requirements communicated by the Client (on-demand development). Now, therefore, in consideration of the mutual covenants and promises herein contained, Raptool and the Client agree as follows:

**Effective Date:** The development shall commence as agreed via email, but not before both parties have received a signed copy of this agreement. This date, and all dates and times mentioned hereunder, follow CET Time.

**Development of Software:** Raptool will use its best efforts to develop software and graphics fulfilling the requirements described in the communication between the Client and Raptool's representatives which may include requirement documents, specifications and/or prototype.

**Compensation:** The Client will purchase hours spent on the project that can include but is not limited to: software development, graphic design, installation, project management, documentation and education at the hourly rate communicated via email. The approximate development time required for the first set of requirements has been estimated and communicated via email. The estimation is never a fixed number of hours, it is an estimate made on the current information we have about the project. We always bill the actual number of hours spent in the project. Hours are billed on Raptool discretion each month or at after the project is finished or any time in between. You may request a specification for these hours if you want to know how they were spent.

**Delivery of Deliverables:** Raptool shall upload deliverables to a server accessible by the Client as per the Client's wishes or run from Raptool Servers.

**Confidential Information:** a) The parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties, provided that the recipient party's obligation shall not apply to information that: i) is already in the recipient party's possession at the time of receiving the Confidential Information from the disclosing party; ii) is or later becomes part of the public domain through no fault of the recipient party; iii) is received from a third party having no obligations of confidentiality to the disclosing party; iv) is required by law or regulation to be disclosed. b) In the event that information is required to be disclosed pursuant to subsection (4), the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

**Intellectual Property Rights:** The custom software "Raptool App Design" will be available to the client to continue development in the Raptool Designer on their own. The Client has the right to use the app as long as license costs are paid. Raptool shall be allowed to disclose confined information (not including any confidential information) regarding the Client's projects in demos, screenshots and case studies with the aim of Raptool for marketing purposes to win new contracts.

**Independent Contractor:** For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.

**Non-Solicitation:** During the term of this Agreement and for three years after any termination of this Agreement, the Client shall not, without the prior written consent of Raptool, either directly or indirectly, on the Client's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by Raptool.

**Term and Termination:** This Agreement shall commence on the Effective Date and extend until the termination date. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

**Service Level Agreement: 1) Goals & Objectives:** The objectives of this Agreement are to provide clear reference to service ownership, accountability, roles and/or responsibilities. Present a clear, concise and measurable description of service provision to the customer. Match perceptions of expected service provision with actual service support & delivery. **2) Service Scope:** The following Services are covered by this Agreement; Programming, Graphic design and conversion, Deployment of applications and related IT services. **3) Customer Requirements:** Customer responsibilities and/or requirements in support of this Agreement include: a) Payment for all support and license costs at the agreed interval. b) Reasonable availability of customer representative(s) when resolving a service related incident or request. **4) Service requests:** Service requests shall be submitted to the service provider via email and Skype can be used to follow up the status of a request or for a more general discussion. **5) Service Availability:** Availability of developer and graphic designer: Starting between 9-10 AM and ending between 5 PM-6 PM CET Monday – Friday except holidays and leave days. **6) Bugs:** Bug tasks shall be reported by client via email.

**General:** a) This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that subject to the approval of Raptool, which may not be unreasonable withheld, the client may assign this Agreement to any purchaser or transferee of all or substantially all of the Client's assets or stock upon prior written notice to Raptool, and Raptool may assign its right to receive payments hereunder. b) This Agreement constitutes the entire and only agreement between the parties relating to the Client's desire to let Raptool develop software, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties. d) Any disputes shall be settled at court or by mediator in Stockholm, Sweden d) Any notice required by this Agreement shall be given via email: [sales@Raptool.com](mailto:sales@Raptool.com) alternatively postal mail.

This Agreement has been duly executed in two original copies, of which each of the Parties has taken one copy. Alternatively it the document is signed digitally on raptool.com

Client

Raptool AB

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[Signature]

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[Signature]

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