

Software Development Services Addendum - V1.0

This Addendum sets forth additional or amended terms and conditions for the delivery of Software Development Services which are in addition to, and without limitation of, the terms and conditions set forth in the Online Terms and Conditions agreement between the customer identified in the Schedule A and Accellier Ltd for the Company Services (such services agreement, the "Agreement").

1. Definitions.

- a. **"Change Request"** means a request for a change to the New Software made by the Customer or the Developer;
- b. **"Development Services"** means the software development, procurement, consulting and computer programming services delivered by the Company that is required to produce the New Software;
- c. **"Intellectual Property Rights"** means (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions;
- d. **"New Software"** means the software being developed or customised by the Company for the Customer, preliminary details of which are set out in Schedule A, including any enhancements and modifications made;
- e. **"Project"** means, collectively, the development, delivery and testing of the New Software;
- f. **"Specified Equipment"** means the computers and/or devices, including operating systems;
- g. **"Specification"** means the specification of the New Software set out in Schedule A
- h. **"System"** means collectively the Specified Equipment and the New Software

1. The Project Scope

The Project scope shall be as detailed in the Works Order or as otherwise agreed between the parties in writing from time-to-time.

For the avoidance of any doubt, any functionality or requirements not explicitly documented in the works Order or otherwise agreed between the parties in writing will be excluded from the Project.

Where customers are engaging the services of an external Consultant or other specialist to collect requirements, provide solution designs or make recommendations it will be the customers responsibility to check that all information provided is complete and correct. The responsibility for any omissions or errors relating to information provided by and 3rd parties will lie with the customer.

2. Company Personnel

The Company shall use reasonable endeavours to ensure that all of its personnel engaged in the Project have the necessary skills, expertise and diligence to undertake such work and will conform to the professional standards generally observed in the software development industry for similar services.

3. Customer's Obligations

The Customer shall:

- 3.1 ensure that its employees and other independent contractors co-operate reasonably with the Company and its employees in carrying out the Project, including being available for testing of the New Software ("Testing") at mutually agreed times and dates. In the event that the Customer's employees and other independent contractors do not make themselves available for Testing, the Company shall be entitled to invoice the Customer for all work carried out under the Project to date; and
- 3.2 promptly furnish the Company with such information and documents as it may reasonably request for the proper performance of its obligations under the Agreement and this Addendum.

4. Change Requests

If either Party identifies a requirement for a change, a Change Request will be sent to the other Party detailing the change requirements. If sent by the Customer, the receipt of the Change Request by the Company will constitute a request to the Company to state in writing the effect such a change shall have on the Project Plan and the fees (as set out in the Works Order). The Parties will then decide whether or not to implement the change.

5. Acceptance Tests

If applicable, the Acceptance Tests shall be as per the acceptance criteria detailed within the Works Order.

6. Warranties

- 6.1 The Company warrants that the New Software shall perform substantially in accordance with the Project Plan. Minor interruptions and errors in the New Software shall not be deemed a breach of the Agreement, this Addendum or the Schedule A.
- 6.2 The development of the New Software will be carried out in a professional manner conforming to reasonable industry practices.
- 6.3 The Company shall not be liable to the Customer if a failure to meet the warranties set out in this clause 6 is caused by: (a) other software or; (b) as a result of modifications or customisation made by or on behalf of the Customer without the authorisation of the Company.

7. Intellectual Property Rights

The Intellectual Property Rights in the any software code written by the Company as part of the Project shall be remain the property of the Company. In consideration of the payment of the Fees

by the Customer to the Company, the Company grants to the Customer a non-exclusive, non-transferable licence to access and use the Intellectual Property Rights in accordance with the Agreement, solely for the Customer's internal business purposes.

8. Support and Maintenance

The Company shall continue to offer support and maintenance assistance to the Customer in relation to the New Software for no longer than 7 days from the date that the Project is deemed to have been completed by the Company. A. Any additional support and maintenance services (if required) will be set out within the applicable Works Order.

9. Service Updates and Upgrades

The Company will only be obligated to carry out Service updates and upgrades if specifically agreed between the parties within the applicable Works Order.

10. Termination of the Project and Consequences of Termination

In the event that the Customer terminates the Project for convenience after paying the initial deposit as set out in the applicable Works Order, when resources for the project will be scheduled the Customer will remain liable to pay the remainder of the Fees which shall become immediately due.

11. General

The provisions set forth in this Addendum are in addition to, and unless expressly provided to the contrary, without limitation of, the provisions set forth in the Agreement. In the event of a direct conflict between this Addendum and the Agreement or any other document, the applicable portion of this Addendum shall control.