

SOFTWARE DEVELOPMENT AGREEMENT

THIS AGREEMENT is

BETWEEN :

- (1) [REDACTED] ("the Company")
- (2) [REDACTED] ("the Client").

WHEREAS :

- A. The Company will provide software development, installation, maintenance and other software services.
- B. The Client wishes to engage the Company for the above services.
- C. The services are to be provided on the terms and conditions set out in this Agreement.

WHEREBY IT IS AGREED

1. Definitions

In this Agreement, the following terms shall have the following meanings:-

"Assignment" means the assignment of the software development project by the Company to the Client, as set out in Schedule 1.

"Assignment Price" means the price to be paid by the Client as stated in Schedule 1.

"Billing Rates" means the rates for the software development charges from time to time, on a time and materials basis for the time element and the software development charges levied by The Company.

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- a. pay the Price is not received by the Client;
- b. the Client to the Company under this Agreement;
- c. an order for the winding up of the Client;
- d. a project of the Client;
- e. an asset of the Client;
- f. a relationship or all or any of its assets;
- g. the Client within the meaning of Section 1 of the Insolvency Act 1986;
- h. a vendor under Section 1 of the Insolvency Act 1986;
- i. the relationship between the parties and any relationship, is not remediable, is not remediable within 7 days of notice to remedy the relationship.

2.8 Any temporary suspension of the Company's ability to carry out its obligations shall not entitle the Client to suspend or delay payment of any due or for services already rendered.

3. Hardware

3.1 Any hardware supplied to the Client is third party property. Accordingly, unless the Client has a separate purchase contract with the manufacturer of the hardware in question, the Company shall not be liable for such hardware and any repair or replacement, any dissatisfaction with such hardware shall be the responsibility of the Client itself.

3.2 Any third party software is supplied on an as-is basis and the Company shall not be liable with the manufacturer of such software.

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