Services agreement of ____

Start date: _____

Customer: _____

Contractor: _____

1. Services

Services. The Contractor performs software development, testing and other information technology-related services, required by the Customer for various projects or tasks. Parties agree the scope of Services in the Statement of Works ("SOW").

Task assignment. The Customer gives tasks by ticketing system, email, instant message, voice call, or otherwise in acceptable form as may be agreed between the parties.

Reporting. The Contractor provides necessary information and documentation about provided Services upon the Customer's request.

2. Price & Payment

Price. Parties agree on pricing in the SOW.

Invoicing. On the last day of each month, the Contractor sends to the Customer invoices, specifying the total charges. A separate attachment will include a report of the hours spent on the project.

Payment. Payment must be made according to the terms stated in SOW.

Banking commission. Sending party additionally pays all banking commissions.

Payment disputes. If any amount claimed as payable is disputed in good faith, the Customer must pay the undisputed portion and give 5 business days' notice specifying the basis of the dispute in reasonable detail. Payments that are undisputed by the Customer within 5 business days of receipt are considered accepted.

3. Intellectual property rights

Deliverables. The Contractor transfers to the Customer all the intellectual property rights (IP rights) for all the materials developed for or provided to the Customer by the Contractor through the performance of Services from the moment of creation. If the agreement is terminated, the Contractor must transfer all finished and unfinished Deliverables previously paid for.

Scope of IP rights. Transferred IP rights will include the right to:

- use and distribute Deliverables in original or modified form;

- make Deliverables available in data networks, in particular via the Internet, as well as by providing downloads, in original or modified form;

- permanently or temporarily multiply Deliverables, in whole or part, by any means and in any form;

- translate, adjust, change structure or make any other changes in Deliverables;

- introduce changes to any software modifications and adaptations, including the right to change or extend the software, a system, or a system module, etc.

4. Non-solicitation

Non-solicitation term. During the period from the Start date and 2 years after the termination of this agreement, neither party must personally or on behalf of third parties solicit, hire nor encourage leaving an employment any person who is the employee or contractor of the other party. If any employee or contractor independently requests any party about a job, then the latest must immediately suspend such a request and send a notice to another party.

Breach of non-solicitation. The parties agree that breach of the non-solicitation clause may cause irreparable harm and entitles the injured party to claim fair damages, in addition to any other legal or equitable remedies available to it.

5. Non-compete

Non-compete term. During the period from the Start date and 1 year after the termination of this agreement, the Contractor must not engage in any business activity with the clients of the Customer who were presented to the Contractor within the period of Service provision in accordance with the terms of this agreement.

Breach of non-compete. The breach of non-compete clause by the Contractor entitles the Customer to claim fair damages, in addition to any other legal or equitable remedies available to it.

6. Confidentiality

Confidential information. The parties acknowledge that all the non-public, business information that will become known to them because of the conclusion or performance of the Services agreement must be considered confidential.

Non-disclosure. Within the term of this agreement and 3 years after its termination, the parties undertake not to disclose Confidential Information to third parties and not to use it for any purpose besides the proper performance of the agreement.

Breach of Confidentiality. The parties agree that the disclosure of the Confidential Information may cause irreparable harm and entitles the disclosing party to claim fair damages, in addition to any other legal or equitable remedies available to it.

7. Communication

The Customer must respond promptly to any Contractor's request to provide direction, information, materials, approvals, authorizations, or decisions that are reasonably necessary for the Contractor to perform Services in accordance with the requirements of this agreement.

8. Warranties

The Contractor will provide Services in a good and professional manner in accordance with all applicable standards. The Contractor warrants that no services, work, or product delivered under this agreement will not infringe any patent, trademark, copyright or any other right of third parties.

9. Limitation of liability and indemnification

Mutual Indemnification. Each party must indemnify and hold the other party harmless from any claims, damages, or liabilities arising out of breach by the indemnifying party any of its obligations and warranties set forth in this agreement.

Mutual Limit on Liability. Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or that could not have reasonably been foreseen on entry into this agreement.

Maximum Liability. Contractor's liability under this agreement will not exceed the fees paid by the Customer under this agreement during the 6 months preceding the date upon which the related claim arose.

10. Term and Termination

Term. This agreement begins on the Start Date and will continue until terminated by either party.

Termination on notice. Either party may terminate this agreement for any reason with 30 days' notice to the other party's email.

11. Effect of termination

Payment Obligations. Upon the expiration or termination of this agreement, each party must pay any amounts it owes to the other party, including payment obligations for Services already rendered or, including payments for Services not rendered.

Contractor's obligations. Upon receipt of termination notice, the Contractor must promptly terminate all Services in progress, informing the Customer of the extent to which performance has been completed.

12. Applicable law and Dispute resolution

Applicable law. This agreement must be governed by the law of Estonia.

Negotiation. In case of any controversy or claim arising out of this agreement, the parties must consult and negotiate with each other and attempt to reach a mutually satisfactory solution.

Dispute resolution. If the parties do not reach a settlement, then any unresolved controversy or claim must be settled by arbitration in accordance with the Rules of the Arbitration Court of the Estonian Chamber of Commerce and Industry.

- This contract shall be regulated by the substantive law of Estonia.

- The number of arbitrators shall be 1.

- The language to be used in the arbitral proceedings shall be English.

13. Signatures

Contractor: **Customer:**

_____   _____

Company code: Company code:

Address: Address:

Email: Email:

Representative: Representative:

Signature _____   Signature _____