

## Development Agreement

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# 1 | Development Agreement

## 1.1 Scope of Agreement

The following development agreement is contracted between \_\_\_\_\_ henceforth 'the Client', and Verifone Denmark A/S, henceforth 'Verifone'. The development agreement relates to the integration of Verifone Credit Card Machines (henceforth 'Terminals') with the Clients' cash till.

## 1.2 Subject Matter

The agreement includes Verifone Terminals, software, and support along with the Clients' products, when these are an integral part of the solution.

## 1.3 Verifone's Obligations

Verifone Denmark is obliged to deliver a *flexdriver* with appurtenant documentation to the Client. A *flexdriver*, which is preapproved by Nets, is delivered, unless something else is agreed upon in writing, which can occur when new versions of software and *flexdriver* are introduced.

The functionality of the *flexdriver* is as described in the appurtenant documentation (the version number can be seen in appendix B).

Verifone is responsible for corrections in the current version, only when Verifone acknowledges a problem as an error. New or changed functions can solely be implemented in connection with the introduction of new versions of the *flexdriver*.

Documentation as well as support (maximum 5 hours) will be provided by Verifone free of charge in connection with the development of the solution. When support beyond the 5 hour maximum is needed, the Client must pay the going hourly rate. Verifone will provide one additional hour for the presentation of the course of development. This representation will take place at Verifone, and will be free of charge.

Requests concerning support must be addressed to [development.hrv@verifone.com](mailto:development.hrv@verifone.com). The Client can expect an answer within one workday. The Client cannot expect the above mentioned response time, if the timetable, as described in appendix C, is not followed.

## 1.4 The Client's Obligations

It is the Client's responsibility to make all the necessary agreements with Nets, just as it is the Client's responsibility to comply with requirements set by Nets. In order to see a directory of the requirements go to Nets website.

The Client must participate in a meeting with Verifone's development department to discuss the planning and the start-up phase. This meeting will take place before the development of the

solution is launched. This meeting is cost-free.

The Client must report all possible errors in the software made by Verifone to:

`development.hrv@verifone.com`.

The Client must defray all expenses to Nets in connection with the certification of the solution.

The Client must submit the detail specification to Verifone before the certification at Nets.

The Client must submit a copy of the test report to Verifone as soon as possible after the approval by Nets, so that Verifone is able to record the integration.

It is the Clients responsibility, that the selected/available way of communication is workable with the terminal. Cf. Firewalls, line access etc.

If the Client wish to report an error, this must be documented via trace or the like, in order for Verifone to recreate the error. An error will not be recognized as such until the above mentioned procedure is followed.

Once the project is completed future inquiries must be made to Verifone's customer service, provided that the Client has signed a service agreement.

## **1.5 Service**

The Client will provide the service and help-desk function to the end-user in relation to the actual integration of the cash till.

## **1.6 Independent Parties**

Both parties must act as independent and autonomous business partners. None of the parties are entitled to use the other party's name or logo unless it is done in connection with the sale of the other party's products and on product sheets. Both parties are obligated to act with loyalty towards the other party. This loyalty covers, but is not limited to, all situations, which may be of interest of the other party, or situations, which could influence the collaboration.

## **1.7 Rights of Third Parties**

Verifone will warrant that everything, which have been delivered does not violate the rights of others including patents and/or copyrights.

In order for the warrant to be legally valid, the Client must notify Verifone in writing immediately if the Client realizes possible violations of rights. Furthermore the Client must assist Verifone during the case to a sufficient extent.

## **1.8 Liability**

Verifone will make all reasonable efforts and to the greatest extent be attentive during the execution of the specified services (outlined in the development agreement). But Verifone is no case liable for any loss or damage occurring as a result of any delay, action or omission of service or the completion hereof with the exception of severe negligence.

## **1.9 Commencement of Agreement**

The agreement will become effective when signed by both parties.

## **1.10 Termination of Agreement**

Both parties can terminate the agreement if the other party is guilty of violating the agreement. The parties can also terminate the agreement if one of them does not contribute in a positive manner to the agreed timetable for the development of the solution, for which reason the development of the solution can not be fulfilled. The agreement can not, however, be annulled, if the other party is not responsible for the violation.

The agreement can be annulled, if one of the parties is declared bankrupt, their payments are suspended, if they have agreed on a compulsory composition with their creditors, or a similar settlement of debts.

## **1.11 Transference of Agreement**

Both parties are able to transfer the agreement to another group related company. However, they have to inform the other party in writing well in advance. In addition to this, the agreement can only be transferred with a preceding written consent from the other party.

## **1.12 Written Agreements**

This agreement will replace all other previously signed agreements, both verbal- and written agreements, and future changes can only be made in writing and with the approval from both parties.

## **1.13 Confidential Information**

Each party is obligated to ensure that confidential information about the other party obtained directly or indirectly through the collaboration, is not brought to the knowledge of a third party.

In addition to the conditions of the agreement, confidential information must be regarded as any notification or information about technical, commercial or of a similar character. Including information which directly or indirectly concern production processes, technical practices, all manner of planning and other rights; among these are immaterial rights, concepts and projects, combination of products, market - and economic information.

Confidential information, which is handed over to the other party before the entering of the Development Agreement, is included in the confidentiality commitment.

The confidentiality commitment continues after the termination of this agreement.

## 1.14 Force Majeure

Neither party shall hold the other party responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including causes which the parties have not taken into account at the time of the signing of the agreement. Each of the parties must take all steps reasonable necessary under the circumstances to mitigate the effects of the force majeure event so that a potential loss is reduced to the greatest possible extent. If the force majeure event prevents Verifone Denmark from keeping the agreement for a period in excess of three months, both parties can terminate the agreement with a two-week written notice.

### 1.15 Venue/Choice of Law

The Danish court will decide the legal matters of this agreement and of the appendixes as well as the interpretation of these. The provisions of the agreement will come before the provisions of the legislation to the extent that these can be dispensed. If any dispute or controversy is arising between the parties, related to this agreement, the appendixes or the interpretation of these, the parties must initiate negotiations at the highest level in the organisations in order to try and settle the dispute. These negotiations must not extend a period of fifteen workdays.

If the parties are not able to reach a solution by negotiating, then the parties in unison must appoint an (or request Dansk IT to appoint one) independent and competent conciliator within ten workdays. This conciliator shall try to mediate and propose suggestions (not legally binding), that can help solve the dispute.

If the mediation is not successful either and a solution is not achieved, the parties are then entitled to demand that the dispute must be settled at the Copenhagen Maritime and Commercial Court.

## 1.16 Comments

Supplementary comments on the agreement:

## 1.17 Signature

With the signature below both parties are accepting the provisions in this agreement. The parties will at the same time accept the fact that the appendixes can be changed through the duration of the agreement, though this requires a written accept from both parties.

Dato:	Dato:
Kunden:	Verifone:
	Verifone Denmark A/S Knapholm 7 2730 Herlev Phone: +45 44 53 16 10 Fax: +45 44 53 46 20 CVR nr.: 15 40 12 81

## 1.18 Appendix A – Contact

### Contact information at Verifone Denmark

Function	Name	E-mail	Phone
Sales		<a href="mailto:sales.hrv@verifone.com">sales.hrv@verifone.com</a>	+45 44 50 16 52
Customer Service		<a href="mailto:kundeservice@verifone.com">kundeservice@verifone.com</a>	+45 44 53 75 00
Development		<a href="mailto:development.hrv@verifone.com">development.hrv@verifone.com</a>	+45 44 50 16 51

### Contact information at the Client

Function	Name	E-mail	Phone
Sales			
Ecomony			
Customer Service			

Date tables were filled in: \_\_\_\_\_



## 1.19 Appendix B – Development Agreement

This appendix will outline a specific project plan and time line for the development project, and in this connection describe the preconditions and requirements, which must be fulfilled.

### Project organization

Product Manager at Verifone Denmark	
Name	
Phone	
E-mail	

Product Manager at the Client	
Name	
Phone	
Mobile Phone Number	
E-mail	

Contact Person at the End Customer	
Name	
Phone	
Mobil Phone Number	
E-mail	

Contact Person when new versions of terminal/flexdriver	
Name	
Phone	
Mobil Phone Number	
E-mail	

<b>Access Type</b>			
<input type="checkbox"/> Wlan	<input type="checkbox"/> USB	<input type="checkbox"/> Ethernet	<input type="checkbox"/> GSM
Comment:			

<b>Basic Information about Cash till Integration</b>	
Cash till Application:	

<b>Cash till Type</b>		
<input type="checkbox"/> PC	<input type="checkbox"/> Prompt	<input type="checkbox"/> Andet
Comment:		

<b>Operating System</b>		
<input type="checkbox"/> Windows	<input type="checkbox"/> Linux	<input type="checkbox"/> Other
Comment:		

<b>EPJ Platform</b>
(e.g. C5, Visma, Navision)

<b>Description of Cash till equipment (standard configurations)</b>	
Cash till	
Printer	

Development tools (incl. Version number)				
<input type="checkbox"/> Access Version: _____	<input type="checkbox"/> Visual Basic Version: _____	<input type="checkbox"/> C Version: _____	<input type="checkbox"/> C++ Version: _____	<input type="checkbox"/> Delphi Version: _____
<input type="checkbox"/> Other Version: _____				
Comment:				

Integration Type	
<input type="checkbox"/> TCP/IP	<input type="checkbox"/> RS232
Comment:	

Integration via				
<input type="checkbox"/> DLL	<input type="checkbox"/> UserControl	<input type="checkbox"/> LIB	<input type="checkbox"/> LPP	<input type="checkbox"/> SpinConnect
<input type="checkbox"/> Point Ware Ekspedient (PWE)				
Comment:				

Terminal Type		
<input type="checkbox"/> Yomani	<input type="checkbox"/> VX820	<input type="checkbox"/> VX680/VX690
Comment:		

Date:

\_\_\_\_\_  
The Client

Date:

\_\_\_\_\_  
Verifone Denmark A/S

## 1.20 Appendix C – Timetable

The Timetable will be outlined when signing the agreement, and the Cash till integration will, as a general rule, be completed within a period of two – three months from the defined starting point and to the approval at Nets/Verifone. The below outlined part-activities reflect Verifone's present experiences from completed integration projects. All part-activities are as a general rule obligatory, but they can be conducted at the same date, if the circumstances require it.

Activity	Description	Date/Time	Completed
Agreement signed			<input type="checkbox"/>
Project start			<input type="checkbox"/>
Flex-driver handed over			<input type="checkbox"/>
Development Terminal	Is the development terminal delivered?		<input type="checkbox"/>
Pre-certification	Test of the solution at Verifone against Test host. <i>Verifone can in return for a fee perform the Pre-certification.</i>		<input type="checkbox"/>
Nets certification	Test at Nets		<input type="checkbox"/>
Project completed			<input type="checkbox"/>

Date:

Date:

\_\_\_\_\_  
The Client

\_\_\_\_\_  
Verifone Denmark A/S

The Client's expectations to number of sold terminals: \_\_\_\_\_