nestoya

You know what, we know how

Work order

Let's get things done!

WORK ORDER

BETWEEN (1) **NESTOYA SRL**, a company organised and existing under the laws of Belgium, having its registered office at 37 Avenue Prince Baudouin, 1150 Woluwe-Saint-Pierre, Company number: 755.788.366,

Represented for the purposes of this Agreement by Stijn Claes,

hereinafter referred to as the "**Supplier**";

AND (2) [TO BE COMPLETED] a company organised and existing under the laws of [TO BE COMPLETED], having its registered [TO BE COMPLETED] Company number: [TO BE COMPLETED],

Represented for the purposes of this Agreement by [TO BE COMPLETED],

hereinafter referred to as the "**Customer**";

The present Work Order is governed by the Software Development and License Framework Agreement (hereinafter "the Framework Agreement") dated: [TO BE COMPLETED]

Clause 1. Licensed Software

CPQ (configure, price, quote) system based on the website

The licenced Software includes a "front-end" and a "back-end" in a broad sense, among other things:

- NEST CAD
- NEST RULE ENGINE
- NEST CALCULATOR
- NEST VIEWER
- Source Code

The following aspect remain the complete property of the Customer:

- Layout of website
- Products knowledge
- Internal processes (production)
- Technical sheets

Clause 2. Functional Specifications

Attached in Annex.

The following information will be given by the Customer:

- Production rules
- Technical information
- Producibility of products

Clause 3. Detailed Specifications

Attached in Annex.

Clause 4. Hardware

Not applicable

Clause 5. Implementation Schedule

This project will take place between [TO BE COMPLETED]
Any delay to the Implementation Schedule shall be subject to Clauses 6.2 and 6.3 of the Framework Agreement.

Clause 6. Licensed Software delivery process

All necessary features for implementation & launch of the web-based software will be installed after acceptation by the Customer. As soon as it is online, it will be tested & agreed in writing by the Customer.

Clause 7. Utilisation of the Licensed Software by the Customer

The Licenced Software can be used on [TO BE COMPLETED]

Other websites can be added but require an addendum.

Clause 8. Services

The Supplier will perform the following Services in connection with the Licensed Software:

- Implementation of the Licensed Software, which includes among others:
    - CPQ+ system
- Maintenance Services, as described in Annex 1 of the Framework Agreement, which includes among others:

- A response by the Supplier with 2 days to questions and/or technical problems faced by the Customer, concerning the Licenced software, sent to the following email address: [TO BE COMPLETED]

The Services do not cover: the hosting servers

Clause 9. Hosting

[TO BE COMPLETED]

Clause 10. Training

[TO BE COMPLETED]

Clause 11. Timetable

Start date: [TO BE COMPLETED]

End date: [TO BE COMPLETED]

Development of Detailed Specifications timeframes:

- Delivery by the Supplier: End date
- Approval from the Customer: 5 Business Days after acceptation request; Delivery Submission of changes: 10 Business Days;
- Approval of the amendments: 5 Business Days.

Development of test data and acceptance testing timeframes:

- Notification of a failure to the Supplier: 10 Business Days of the date on which the failure occurs.

Any delay to the foregoing dates shall be subject to Clauses 6.2 and 6.3 of the Framework Agreement.

Clause 12. Fees

12.1. The Fees will be calculated based on the following grid (the tariffs mentioned below are excl. VAT):

12.2. The above grid is only valid for the duration of the present Work Order (i.e. between the Start and End dates as indicated above in Clause 11. If at the end of the present Work Order, the Customer wishes to conclude a new Work Order and/or to extend the present Work Order, the Supplier reserves the right to modify the above grid (among others to take into account price indexation).

12.3. In any case, the fees may be reviewed by the Supplier once in every six (6) months in accordance with the Agoria Digital index & the Health Index. In this case, the Customer may terminate the Agreement within one (1) month of receiving the new fees or notification of the changes (which may be in the form of an invoice), with effect from the date when the raise comes into force. In the absence of reaction from the Customer the Agreement will then continue in force at the new rate.

12.4. Invoice details: TO BE DISCUSSED

12.5. All invoices relating to the Work Order shall be sent to the Customer in one (1) original to the following e-mail address: *[TO BE COMPLETED]*

This Work Order may be amended through the use of Addendum, which allow for additions, deletions, and revisions to the Work Order. Such amendments must exclusively be made in writing, dated, agreed upon by both parties and linked to the related Work Order code.

Done in Brussels on [TO BE COMPLETED], in two (2) originals. Each Party acknowledging by its signature receipt of its own original.

For the Supplier	For the Customer
Stijn Claes CEO Nestoya	[TO BE COMPLETED] [TO BE COMPLETED]