Product Design Agreement N _____

THIS product ("The Product") development agreement("Agreement") is made effective the __ day of _____ 2022 by and between

Helix Consulting LLC, represented by Director Aram Mkhitaryan ("Helix"), located at 38/1 Pushkin St., Yerevan, Armenia

and

Masaryk university, represented by Dean oft he Faculty of Economics and Administration Jiří Špalek ("Client"), located Lipová 41a, 602 00 Brno, Czech Republic

WHEREAS, Client desires to have The Product designed by Helix; and
WHEREAS, Helix represents that it has the expertise to design such a Product; and
WHEREAS, Client desires to cooperate with Helix and Helix desires to design the product based on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. DEFINITIONS: The following capitalized terms, when used in this Agreement, shall have the meanings ascribed to them in this Section 1:

1.1. "Product" shall mean "a link tracker and a link shortener" to be designed by Helix pursuant to this Agreement.

1.2. "Product Specifications" shall mean the detailed description of the product structure and content provided by the Client.

2. TERMS AND CONDITIONS:

2.1. DESIGN OF THE PRODUCT: Client hereby retains Helix to design, and Helix hereby agrees to design the Product in accordance with the Product Specifications. The parties shall work together in a joint effort to accomplish the tasks and objectives set forth in the Product

Specifications. Helix shall be responsible for delivering and performing only those professional services specifically identified in the Product Specifications. Any modifications to the Product Specifications shall be pursuant to the Change Order process set forth below.

Where specified in this Agreement and the deadlines are not met because of Helix, the latter shall pay penalty for each overdue day at amount of 0.5% of the sum of the service.

2.2. CHANGE ORDERS: In the event Client desires to make any modifications to the Product Specifications, Client must provide a detailed change order in writing. This may be provided in the form of an email. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

PRODUCT

2.3. CLIENT RESPONSIBILITIES: Client agrees to perform all tasks assigned to Client as set forth in this Agreement, the Product Specifications or Change Order, and to provide all assistance and cooperation to Helix in order to complete timely and efficiently the Product. Helix shall not be deemed in breach of this Agreement, the Product Specifications, a Change Order, or any milestone in the event Helix's failure to meet its responsibilities and time schedules is caused by Client's failure to meet (or delay in) its responsibilities and time schedules mentioned in a Change Order, or this Agreement. In the event of any such failure or delay by Client, all of Helix's time frames, milestones, and/or deadlines shall be extended by the number of days of Client's failure and estimated in accordance with the rates per hour mentioned in 3.1 (Fees).

2.4 HELIX RESPONSIBILITIES:
Helix agrees to perform all tasks assigned to Helix as set forth in this Agreement, the Product Specifications or Change Order, and to provide all assistance and cooperation to Client in order to complete timely and efficiently the Product.

Client shall not be deemed in breach of this Agreement, the Product Backlog, a Change Order, or any milestone in the event Client's failure to meet its responsibilities and time schedules is caused by Helix's failure to meet (or delay in) its responsibilities and time schedules mentioned in a Change Order or this Agreement.

2.5. PROJECT MANAGERS: Client and Helix shall each assign a Project Manager for managing the implementation of the Product. The Project Managers shall be responsible for:

(i) managing the day-to-day activities under this Agreement, (ii) serving as liaisons between the parties, (iii) assigning and scheduling the appropriate personnel to perform all of the required services under this Agreement, and (iv) authorizing and executing any and all Change Order(s). Client hereby acknowledges and agrees that the Client Project Manager shall have the proper authority and power to execute and perform the duties and responsibilities set forth in this Section. Helix hereby acknowledges and agrees that the Helix Project Manager shall have the proper authority and power to execute and perform the duties and responsibilities set forth in this Section.

3. FEES AND PAYMENT.

3.1. FEES: Client agrees to pay Helix for the completion of the Work a fixed price of USD 1130 (one thousand one hundred and thirty) upon successful completion. The price will be without VAT. VAT shall be paid based on reverse charge.

3.2. OTHER FEES: Unless otherwise provided in this Agreement or in a Change Order, payment for all other services rendered by Helix shall be contracted under a separate agreement between Helix and Client.

3.3. FORM OF PAYMENT: All payments made to Helix under this Agreement shall be in US Dollars (USD) by bank transfer to Helix's bank account.

3.4. PAYMENT OF INVOICES: All invoices shall be paid by Client within 20 (twenty) days of receipt. In case of failure to transfer the amounts specified in Paragraph 3.1 of this Agreement, the Client shall pay Helix penalty for each overdue day at amount of 0.5% of not transferred amount which was due.

3.5. PAYMENT TIMETABLE:
The amount specified in 3.1. shall be paid as soon as development of product is over.

4. INTELLECTUAL PROPERTY RIGHTS AND LICENSE:

4.1. PRE-EXISTING INTELLECTUAL PROPERTY: Notwithstanding any provision of this Agreement to the contrary, any routines, methodologies, processes, libraries, tools or technologies created, adapted or used by Helix in its business generally, including all

associated intellectual property rights (collectively, the "Development Tools"), shall be and remain the sole property of Helix, and Client shall have no interest in or claim to the Development Tools. In addition, notwithstanding any provision of this Agreement to the contrary, Helix shall be free to use any ideas, concepts, or know-how developed or acquired by Helix during the performance of this Agreement to the extent obtained and retained by Helix's personnel as impression and general learning if the client agreed in writing to this.

5. TERM AND TERMINATION:

5.1. TERM: This Agreement shall be effective as of the Effective Date and shall continue in effect until the completion of the complete project or until terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder.

5.2. TERMINATION FOR CAUSE: This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder.

5.3. EFFECT OF TERMINATION: Client shall pay Helix for all services rendered and work performed up to the effective date of termination for any reason subject to Client's rights to only pay fair value if Client terminates for cause. Helix shall provide Client with an invoice for the foregoing fees within thirty (30) days of the effective date of the termination. Client shall pay the invoice within ten (ten) days of receipt.

5.4. RETURN OF PROPRIETARY OR CONFIDENTIAL INFORMATION: Within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Proprietary or Confidential Information of the other party (and any copies thereof) in the party's possession or, with the approval of the party, destroy all such Proprietary or Confidential Information. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, knowhow, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

6. LIMITATION OF LIABILITY: Under no circumstances shall Helix, its contracted providers, officers, agents, or anyone else involved in creating, producing, or distributing Client's Product be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Product; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Client's records, programs or services.

7. CONFIDENTIALITY: The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Helix and Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the Effective Date.

8. FORCE MAJEURE: Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts of God or of the public enemy; foreign governmental actions; strikes; communications, network/internet connection, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.

9. CHOICE OF LAW; VENUE; LIMITATION OF ACTIONS: This Agreement shall be governed and construed in accordance with the laws of the Republic of Armenia. No action by Helix or Client arising under this Agreement may be brought at any time more than one (1) years after the facts occurred.

10. INDEPENDENT CONTRACTOR STATUS: The relationship of Helix to Client will be that of an independent contractor, and neither Helix nor any employee of Helix will be deemed to

be an agent or employee of Client. It is expressly understood that this undertaking is not a joint venture.

11. NOTICES: Any written notice or demand required by this Agreement shall be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, or other guaranteed delivery to the other party at the address set forth herein. The notice shall be effective (a) as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier, or other guaranteed delivery, and (b) as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail.

12. ENTIRE AGREEMENT: This Agreement and all exhibits, schedules, and Change Order(s) set forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.

13. DISPUTES: Client and Helix agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation.

14. SEVERABILITY: In the event that a court finds any provision of this Agreement invalid and/or unenforceable, the parties agree that the remaining provisions shall remain valid and in force.

15. WAIVER: Neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

16. SURVIVAL: The following provisions shall survive termination or expiration of this Agreement: Sections 3 (Fees and Payment), 5 (Terms and Termination), 4 (Intellectual Property Rights and License), 6 (Limitation of Liability),
7 (Confidentiality), 9 (Choice of Law; Venue; Limitation of Actions), 13 (Disputes), and 16 (Survival).

17. DAYS: Unless indicated otherwise, all references to "days" shall mean working days.

18. APPROVAL: This Agreement shall not be binding upon Helix and the Client until it has been signed by an officer of Helix and the Client.

19. TRADEMARKS: The Client unconditionally warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Helix, Inc. and/or its assigns for inclusion in the Product are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Helix, Inc. its assigns and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

20. LAWFUL PURPOSE: Client may only use the Product for lawful purposes.

21. ASSIGNMENT: Neither party may not assign this Agreement or any of its rights or obligations or the license hereunder, without the prior written consent of the other.

22. RESERVATION OF RIGHTS: Helix reserves all rights not specifically granted herein.

23. REMEDIES NOT EXCLUSIVE: The remedies available to the parties under this Agreement are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which either of the parties is entitled to seek at law, in equity or by statute.

24. CHOICE OF LAW AND JUSRISDICTION: This Agreement will be governed and interpreted by the laws of the jurisdiction of the Republic of Armenia.

IN WITNESS WHEREOF, Helix and Client have executed this Agreement effective as of the date and year first written above.

Company: _____ Masaryk University
By: Jiří Špalek

Company: _____ Helix Consulting LLC
By: Aram Mkhitaryan