

# Letter of Intent

## Joint Samba Development: “FEATURE”

Effective 01/01/2019, SerNet GmbH, having its principal place of business at Bahnhofsallee 1b, 37081 Goettingen, Germany („DEVELOPER“), and the following parties (“CUSTOMERS”)

- COMPANY1 having its principal place of business at LOCATION
- COMPANY2 having its principal place of business at LOCATION
- COMPANY3 having its principal place of business at LOCATION
- ...

agree as follows:

### 1. Purpose

CUSTOMERS ask DEVELOPER to establish the Feature “FEATURE” within the Samba framework. The technical proposal for the feature is published at <https://samba.plus/proposals> and subject to change that have to be mutually agreed by all CUSTOMERS to take effect.

Development includes coding, testing with CUSTOMERS, reviewing inside Samba team and public release of the source code in Samba’s software repositories with the goal to have this code available in upstream Samba versions.

Each member of CUSTOMERS and DEVELOPER cover an equal part of the development costs.

DEVELOPER will send quotes to all CUSTOMERS and will start working after all quotes are accepted.

### 2. Sponsorship

CUSTOMERS acknowledge that Samba itself is a third party product, produced by a third party, the international Samba team, a group of individuals that work together since 1993. The legal representative of the Samba team is the “The Software Freedom Conservancy, 137 Montague St STE 380, Brooklyn, NY 11201-3548”.

This means that DEVELOPER is paid for the development itself and that all work results will be finally transferred to Samba team as a public code donation. CUSTOMERS do not receive exclusive rights but all the same non-exclusive rights on work results before and after the handover to Samba team.

### 3. Limitation of Liability and Warranty

AS FAR AS PERMISSIBLE BY LAW UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, DEVELOPER SHALL BE LIABLE TO CUSTOMERS OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF DEVELOPER HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

### 4. Termination

Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice. Any remedies for breach of this Agreement shall survive any termination or expiration. This termination rules do not affect the project itself after project start. Those regulations are written in the specific quotes from DEVELOPER to CUSTOMERS depending on project size and goals, financial volume of the project and payment plans.

### 5. Non-Solicitation

DEVELOPER and CUSTOMERS mutually agree that, during the work period and for two years thereafter, they will not encourage or solicit any employee of the other party to leave the other party for any reason.

### 6. Independent Contractor; No Employee Benefits

DEVELOPER is an independent contractor (not an employee or other agent) solely responsible for the manner and hours in which Services are performed, is solely responsible for all taxes, withholdings, and other statutory, regulatory or contractual obligations of any sort (including, but not limited to, those relating to workers’ compensation, disability insurance, Social Security, unemployment compensation coverage, the Fair Labor Standards Act, income taxes, etc.), and is not entitled to participate in any employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. DEVELOPER agrees to indemnify CUSTOMERS from any and all claims, damages, liability,

settlement, attorneys' fees and expenses, as incurred, on account of the foregoing.

7. Notice

All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or ten days after being sent by certified or registered mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

9. Miscellaneous

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany under exclusion of the UN Sales Convention without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

Göttingen, \_\_.\_\_\_\_. 2019

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DEVELOPER	name	function
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LOCATION, \_\_.\_\_\_\_. 2019

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CUSTOMER1	name	function
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LOCATION, \_\_.\_\_\_\_. 2019

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CUSTOMER2	name	function
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LOCATION, \_\_.\_\_\_\_. 2019

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CUSTOMER3	name	function
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