

Statement of work Agreement <Customer> SoW SOW NO. 28.SEP.2015.XXXXX

C2Call, GmbH, a German corporation (“ C2Call ”), with offices at Luenbrink 25, 59457 Werl, Germany, enters into this Statement of Work AGREEMENT, the “Statement of Work”, or “SoW” or “Agreement”) effective XX **September 28th, 2015** XX (“Effective Date”) with XXXX Company Ltd., a corporation (“Licensee”), XXXX address, each a “Party” and collectively the “Parties”.

1. CUSTOMIZATION AND DEVELOPMENT WORK TO BE PERFORMED:

Detailed work description!

2. Milestones and Delivery

C2Call expected to commence work the workday after receiving the down payment and expects to deliver within XX workdays thereafter.

3. PRICING AND PAYMENT TERMS

- C2Call will charge consulting, customization, software development work at a **daily rate of Euro 850**. The total costs for this enhancements as agreed via email conversation is **XXXX EUR**.
- C2Call will inform Licensee in case of unexpected difficulties, expansion of scope, new features and other reasons that would cause additional development or other efforts and therefore would require charging additional fees. Licensee and C2Call will try to find a mutual agreement in writing in such case.
- Agreed fees or estimates are due Fifty-percent (50%) of the total amount upon contract signing. The remaining amount is due upon delivery. All payments have to made net within 7 days after delivery.

4. Ownership IP

Licensee acknowledges and agrees that all right, title and interest in new SDK, Cloud or API features (if any) are and will be owned exclusively by C2Call and will become available on the C2Call platform to all developers registered with the C2Call platform.

C2Call acknowledges and agrees that all right, title and interest in the Licensee existing app code shared with C2Call are and will be owned exclusively by Licensee. Licensee has the rights to the app code developed under this SoW once the fees agreed upon have been fully paid.

The parties, whose authorized signatures are below, agree to this SoW:

C2CALL

LICENSEE

Signature

Signature

Michael Knecht

Customer

CTO

Title:

Date: September 28th, 2015

Date: _____