

Developer distribution agreement

DRAFT - NOT SIGNED

Agreement: TEMPLATE-2026-10-19.4

Version: 2026-10-19.4 | 19.10.2026

Operator	FalcoSoft ITS EOOD 208644390 BG208644390
Address	255 Aleksandar Stamboliyski Blvd., Sofia 1330, Bulgaria
Contact	sales@demosoft.uk
Author / legal name	
Registration / VAT	
Author address	
Representative	
Email / handle	

80% Author	20% DemoSoft	7-14 calendar days
After taxes and actual processing fees	Same net basis	Subject to released funds and no dispute

1. Parties and effective date

The parties are FalcoSoft ITS EOOD, company number 208644390, VAT BG208644390, at 255 Aleksandar Stamboliyski Blvd., Sofia 1330, Bulgaria (“Platform”), and the developer identified in the agreement details (“Author”). An organisation signatory warrants authority to represent it.

A generated PDF is a draft. The agreement takes effect after both parties sign and the Platform confirms activation. Receipt of a file, a checkbox or an email is not recorded as a bilateral signature. Signed copies and electronic signatures require separate verification.

2. Scope and independence

The Author offers owned or properly licensed software through DemoSoft. The Platform provides a catalogue, ordering process, payment collection and reporting. The parties remain independent; no employment, partnership or exclusivity is created. No minimum sales are guaranteed.

3. Intellectual property

The Author retains copyright and grants the Platform non-exclusive rights to present approved materials, host the demo, deliver purchased files and perform the agreed end-user licence. This does not permit unrelated use of the code.

The Author must hold rights to code, images, fonts, libraries and marks, and disclose third-party licences and restrictions. Unauthorised copies, malware, hidden backdoors and secrets must not be uploaded.

4. Products and mandatory demos

Each product needs accurate Bulgarian and/or English descriptions, version, technology, requirements, price, included files, licence and maintenance terms. The Author uploads separate software and demo ZIPs.

Every author receives a profile and logical directory. Demos require separate isolated deployment with sample data, resource limits and server-enforced configuration restrictions. Real customer data, production secrets, real payments and access to other authors are prohibited. Uploading does not itself execute or publish code.

5. Review and changes

Publication requires rights, technical, contractual and isolated-demo checks. The Platform may request specific corrections with reasons. Approval is not a warranty of defect-free software and does not replace the Author's duties.

Submitted or published packages must not be silently replaced. New versions follow a traceable review without altering a completed purchase's file. Critical vulnerabilities must be reported promptly.

6. Prices, fees and revenue split

The split uses the amount actually received for the sale after applicable taxes, refunds and the actual directly attributable payment-provider fee ("Net Basis"). Costs must not be invented or replaced with an unagreed flat percentage.

The Author receives 80% of the Net Basis and the Platform receives 20%. Calculations use integer minor units with transparent rounding. For a multi-product payment, the provider fee is allocated proportionately and allocations must total the actual fee.

Example excluding VAT: a EUR 100 receipt with a EUR 3 processing fee gives a EUR 97 Net Basis: EUR 77.60 to the Author and EUR 19.40 to the Platform. This illustrative fee is not a Stripe tariff. No additional fees are deducted without a clear basis and prior agreed terms.

7. Payout: 7-14 days

The payable share is paid within 7-14 calendar days of the customer's successful payment, provided the relevant funds have been released and received by the Platform, the Author's details are verified, and no dispute, refund or legal restriction applies.

If a provider holds funds or another objective obstacle arises, the Platform informs the Author of affected sales, reasons and available expected timing. Only reasonably affected amounts may be held, not arbitrary unrelated earnings. Payment is initiated without undue delay when the obstacle ends.

The Author supplies legally required and payment details through a secure channel and provides necessary tax/accounting documents. No payouts occur in the test environment. DemoSoft's term is not a guarantee of a particular Stripe bank schedule.

8. Reporting and adjustments

The statement shows sale amount, taxes, actual provider fee, Net Basis, each share, refunds and payout status. Until the fee is confirmed, the amount is pending calculation rather than finally payable.

Refunds, reversals and disputes produce traceable adjustments. Previously paid amounts may be offset against later amounts genuinely due, with an explained statement and a right to challenge it. Unrecovered direct processing costs are reflected in the net recalculation without double deduction.

9. Quality and maintenance

The Author is responsible for conformity with the description, expressly promised compatibility and agreed maintenance. A prototype must not be marketed as completed software. The Author provides reasonable assistance for reproducible defects and updates required by law and the offer.

Annual maintenance is a separate 12-month service. It is not automatically renewed or charged without an express basis. Its expiry does not cancel a paid perpetual licence.

10. Optional FalcoSoft activation

The Author may request key issuance and validation through FalcoSoft engine. Activation requires approved product mapping and technical integration; requesting it does not mean it is ready.

Keys are issued only after confirmed purchase entitlement or separate proper approval. Domain changes, transfers, revocation after a terminated purchase and maintenance expiry must not remove wider acquired rights. Server issuance secrets must not appear in demo code.

11. Privacy and security

Each party processes only data necessary for its own lawful purposes and does not use it for unsolicited marketing. If the Author processes data on the Platform's behalf, a suitable processing agreement is required before access. Authors are not automatically treated as processors.

Incidents affecting the other party's data, code or secrets must be reported without undue delay. Real customer data is not required for a public demo.

12. Restrictions, challenges and termination

Either party may end future listing activity on 30 days' written notice. Serious breach, unlawful software or immediate risk may require urgent restrictions, with reasons disclosed to the extent legally permitted.

The Author may challenge a restriction free of charge at sales@demosoft.uk within 6 months of notice. A human reviews the challenge and gives reasons. A good-faith challenge alone does not trigger a contractual penalty.

Termination does not cancel completed purchases, outstanding sums genuinely due or necessary duties to existing customers. Public listings are removed, while files and records are retained only for those purposes and legal retention.

13. Liability and disputes

Each party is liable for its own breaches under applicable law. Liability that cannot legally be excluded is not excluded, and end consumers' mandatory rights are not restricted.

The parties first seek resolution through a written complaint and relevant evidence. Bulgarian law applies subject to mandatory rules. Disputes go to the court competent under law; this clause does not impose an unlawful exclusive jurisdiction.

14. Copies, notices and signatures

The agreement and applicable versions are retained with an identifier, date and SHA-256 digest. A PDF is emailed to the Author and remains available in the account. No verified electronic signature is claimed without actual verification.

Notices use the contractual email addresses. Material changes receive at least 15 days’ notice, except lawful urgent exceptions; a longer reasonable period is allowed where technical adaptation is needed.

The Bulgarian and English versions reflect one model. The parties identify the agreed language when signing; absent a different express agreement, the Bulgarian text is used for interpretation without affecting mandatory rights.

Signatures

For the Platform

Name / representative: _____

Signature: _____

Date: _____

For the Author

Name / representative: _____

Signature: _____

Date: _____