**Product Agreement**

This Software Development Agreement states the terms and conditions that govern the contractual agreement between “**Bitsoft”**(Developer company) having his principal place of business at **University of Liberal Arts Bangladesh, Satmosjid road, Dhanmondi 4/A** , and “**Mr.Anowarul Abedin”**(The Client) having its principal place of business at **University of Liberal Arts Bangladesh, Satmosjid road, Dhanmondi 4/A** who agrees to be bound by this Agreement.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties to this Software Development Agreement, the Developer and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

**1. DEVELOPER’S DUTIES**

a. The Developer shall complete the development of the Software according to the client requirements. The final product shall be delivered to the Client by 30th-Aug-2017 (the “Delivery Date”).

b. After delivery of the final product, the Developer shall provide the Client attention to answer any questions or assist solving any problems with regard to the operation of the Software up to 6 month for free of charge and billed to the Client at a rate of 8,000 /-taka per hour for any assistance thereafter.

c. The Developer shall provide to the Client after the Delivery Date, a training with respect to the operation of the Software if requested by the Client.

**2. DELIVERY:** The Software shall function in accordance with the Specifications on or before the Delivery Date.

If the Software as delivered does not conform with the Specifications, the Client shall within the Delivery Date notify the Developer in writing of the ways in which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

**3. COST:** Client will pay **22,000,00** BDT only for the whole project(Excluding future service). Client will advance pay **50%** of the full amount before starting development. After delivery of the software client will get **6 month** service free of charge. After **6 months** client have to pay minimum 50,000 for any update.

**4. COMPENSATION**:  In consideration for the Service, the Client shall pay the Company at the rate of 8000 BDT per hour (the “Hourly Rate”), with a maximum total fee for all work under this Software Development Agreement.

**5. INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE**. The Parties acknowledge and agree that the Client will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The Developer agrees not to claim any such ownership in the Software’s intellectual property at any time prior to or after the completion and delivery of the Software to the Client.

**6. CHANGE IN SPECIFICATIONS**. The Client may request that reasonable changes be made to the Specifications and tasks associated with the implementation of the Specifications. If the Client requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the Software. In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Software or would result in additional expense to the Client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the Software with the proposed change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.

**7. CONFIDENTIALITY**. The Developer shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the Software’s code, the Specifications, or the Client’s business

**8. DEVELOPER WARRANTIES**.  The Developer represents and warrants to the Client the following:

a. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.

b. The Software will not violate the intellectual property rights of any other party.

c. For a period of time after the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

**9.** **NO MODIFICATION UNLESS IN WRITING**. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

**10.** **APPLICABLE LAW**. This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of Bangladesh government.

IN WITNESS WHEREOF, each of the Parties has executed this Software Development Agreement, both Parties by its duly authorized officer.

[**Bitsoft**]

Signature Date

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[**Md. Anowarul Abedin**]

Signature Date

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