

GRID DESIGNS

Software Development Agreement

Bogo-Plus Website

This Software Development Agreement, the [Agreement] is made effective on Feb. 13, 2018 [13-02-2018] [Effective Date] by and between Hossam Eldin Ahmed (Web Developer), representative of [GridDesigns], and [Bogo-Plus] Company

In the following sections, [Bogo-Plus] refers to as [Client], and [GridDesigns] refers to as [Developer].

1. Development Services: [Developer] agrees to perform services for [Client] to develop, deliver, support and maintain the [Software] in accordance with the terms and conditions of this [Agreement].

2. Duties and Responsibilities:

2.1. Specifications: [Client] shall define the specifications, deliverables, and schedules, the [Specifications]. The [Software] is a web application and Mobile Application (iOS, Android). [Developer] will deliver a fully functional web application and Mobile Application (iOS, Android) that includes:

Web Application:

1. Directory to find offers or stores by location on Map.
2. Search By Keyword, Location, Store and Browse Categories.
3. A store to sell the book provided by bogo-plus using cash on delivery service.
4. Blog.
5. Comments about every Merchant viewable only for admin.
6. Pages Included (Home Page, Shop Page, Book Page, Categories Page, All Stores Page, Single Store Page, All offers Page, Single offer page, About Us, Contact Us, How it Works, Become a Merchant).
7. System to manage the user's usage of offers.
8. Affiliate.

Mobile Application:

1. Directory to find offers or stores by location.
2. Search By Keyword, Location, Store and Browse Categories.
3. Store to sell the book provided by bogo-plus using cash on delivery service.
4. Blog.
5. Pages Included (Home Page, Shop Page, Book Page, Categories Page, All Stores Page, Single Store Page, All offers Page, Single offer page, About Us, Contact Us, How it Works, Become a Merchant).
6. Notification for customer when transaction made using his serial to avoid fraud by merchant.
7. Notification for new offers.

The application language is: English (Default), Arabic

2.2. Agreement: [Client] shall confirm on [Specifications] and after that [Developer] is obligated to start the Development phase.

2.3. Development: [Developer] shall develop, and implement the [Software] in accordance with the [Specifications] according to what is defined at the approved attachments of the contract.

[Developer] have the freedom to choose the best solution to develop the [Software] to get the desired [Specifications] working perfect as agreed and within the maximum period stated by the [Client] for delivery.

2.4. MVP (Minimum Viable Product): [Developer] shall finish design for offers, stores module and implement its development and this will be considered as phase 1.

2.5. Delivery: [Developer] shall use reasonable efforts to deliver to [Client], no later than 60 business days (5 days per calendar week) after the client approval date.

Estimated Delivery date: April 20, 2017 [20/4/2018].

3. Acceptance

3.1. Acceptance: [Client] will have 5 days of [Acceptance] period following the date of delivery or installation to test the Software.

3.2. Completion: If [Developer], delivers the [Software] in accordance with the [Specifications], then [Client] shall be deemed to have completed its delivery obligations.

3.3. Rejection: If [Developer], fails to deliver the [Software] in accordance with the [Specifications], then:

(a) Notification: [Client] shall detail in writing its grounds for rejection.

(b) Rectification: [Developer] shall do his best efforts to correct the [Software] and upon delivery of such correction, the process of acceptance, completion, and rejection shall be restarted.

4. Adjustments (wasn't listed in the approved contract attachments):

4.1. Adjustments: [Client] may request adjustments to the [Specifications], and they shall be evaluated by [Developer].

4.2. Additional Time or Expense: If the proposed adjustments will, in the sole opinion of [Developer], require a delay in delivery of the [Software] or would result in additional expense, [Client] may select between these options:

(a) Withdraw his proposed adjustments.

(b) Pay the additional fees and agree to the new Schedules.

5. Assignment of Rights:

5.1. Upon acceptance and payment of all compensation due to [Developer], [Developer] grants and assigns to [Client] the entire right, title and interest in the [Software], including all patents, copyrights, trade secrets, and all other proprietary rights except retailing the [Software]. [Client] doesn't have the rights to resell the [Software] to anyone.

5.3. Upon all payments paid to [Developer], [Developer] doesn't own the right, title, ownership and interest in the [Software], including all patents, copyrights, HTML/CSS/JavaScript, visual design, content, and all other proprietary rights except the footer area it refers to the developer.

6. Training

6.1. Training Scope: [Developer] shall provide [Client] with 6 hours of training on the use of the [Software].

6.2. Training Dates and Locations: The training will be conducted on such dates and locations as the two parties of this [Agreement] may agree.

6.3. Training Costs: The training shall be provided for free.

7. Maintenance/Support and Hosting:

7.1. Initial Period: [Developer] shall provide [Client] with support and maintenance services for 1 Months following [Acceptance].

7.2. Renewal Periods: [Client] shall renew its maintenance and support subscription after the initial subscription period at these rates:

1. Ad-Hoc maintenance: A pay-as-you-go option charged at a rate of 400 EGP per hour.
2. Monthly maintenance package: A monthly package provides 2 hours of work per month, to complete system upgrades, content updates or Performance Optimization. The monthly package fee is only 700 EGP per month.

7.3. Hosting: [Developer] doesn't offer any hosting or host management after the delivery is done.

8. Development Fees:

8.1. Development Fees: [Client] shall pay [Developer] and amount of **52,000** Egyptian Pound as follows:

- (a) 20% as a down payment, (10,400 EGP).
- (b) 40% after delivery of [MVP], (20,800 EGP).
- (c) 40% due on [Acceptance], (20,800 EGP).

8.2. Expenses: Subject to [Client]'s prior approval, [Client] will reimburse [Developer] for all reasonable expenses incurred by [Developer] during the development of the [Software].

9. Terms and Conditions:

9.1. This [Agreement] shall commence upon Feb. 13, 2018 [13-02-2018] and continue until all of the obligations of the parties have been performed or until earlier termination in accordance with this [Agreement].

9.2. This [Agreement] have been written in four (5) pages, and in two signed copies, one with each party.

First Party: [Client]

Name	Position
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Signature	ID Number
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Second Party: [Developer]

Name	Position
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Signature	ID Number
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Contacts

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