# ZOOM IT Product Development Agreement

This agreement is made on this the day of Date

1/7/2024 in Dhaka

BETWEEN

**ZOOM IT,** and having its registered office at 24/A-1, A-2 Basila Road, Mohammadpur, Dhaka, Bangladesh hereinafter called **“ZOOM IT”** or “Service Provider” of the **First Party**;

AND

**SaaS Affiliate pro.** represented by its Managing Partners’, and having its office at **LALMATIA, MUHAMMADPUR, DHAKA**

The aforesaid parties shall collectively be called as the “Parties” and individually as the “Party”.

NOW THEREFORE, in consideration of the rights, obligations and duties set forth herein and for other good and valuable consideration, the parties agree as follows:

# SECTION 1. PROVISIONS FOR ZOOM IT. AND Client

* 1. **Roles and Responsibilities of ZOOM IT.: ZOOM IT.** agrees that it shall:

a) ZOOM IT. shall provide all kinds of technical support to keep the website running.

b) Website maintenance will not include developing or redesigning of the Software in any manner.

c) Support & Maintenance will cover fixing all bugs and system errors.

d) ZOOM IT. will provide all necessary support to keep the website running as described in the Documentation.

e) ZOOM IT won't provide any support on Friday and Saturday, and our weekly working hours are 10 AM to 6 PM (Except during prayer).

# Roles and Responsibilities of Client:

Client agrees that it shall:

* + - Provide instruction to ZOOM IT about the time to time via email at [info@thezoomit.com](mailto:info@thezoomit.com)

Name: Team Support Contact No. +8801977222457

* + - Website: thezoomit.com/contact/

# Mutual Responsibility of both Parties:

Both parties shall assist each other to:

* + - If ZOOM IT failed to submit project, it will have for money back liability.
    - Client shall pay within first ten days in month

-If client failed to pay: a) Money will be non-refundable. b) They shall inform ZOOM IT about their delaying payment, ZOOM IT shall authorize of it c) Or client can pause the project.

* ZOOM IT will support for 3 months for free.
* New price agreement will be signing in new development

**3. Project Timeline:**

From January 10th and shall continue to July 10th

# SECTION 2. FEE & Payment

* 1. **Charge**

- SaaS affiliate B2B application design development documentation 12,00,000 Taka

- MMC 30,000 Taka (After 3 months not applicable)

# Payment Terms

- Payment will be paid following bank account.

- Bank Details Ac Name: Ac Name: ZOOM IT, AC NO: 1782112000003115, UCB bank, Branch: Ati Bazar.

- MMC support could be increased by mutation.

# SECTION 3. SUPPORT AND MAINTENANCE

**3.1 System Support and Maintenance**

1. ZOOM IT shall provide all kinds of technical support such updating training & service VIA call center to keep the.
2. Support & Maintenance will cover fixing all bugs and system errors.
3. Support & Maintenance will be not included updating of client website with content, image, video, adding similar new webpage in the same format and layout.
4. ZOOM IT will not accept any design tweaking and semi customization during the support and maintenance period. Any customization and design update will be subject to an additional charge.
5. ZOOM IT will provide all the necessary support to keep the application running as it should be.
6. ZOOM IT will take 1 working day for any updating.
7. Client will not need to have an IT department to handle their system. ZOOM IT will provide the end-to-end solution.
8. Our office is closed on Friday and Saturday, and our weekly working hours are 10 AM to 6 PM (Except during prayer).
9. Our Support & Maintenance Service will include the following:
   * We will monitor your system for up/down and performance issues during the support & maintenance period.
   * We will keep your system up to date and secured during the support & maintenance period.
   * We will provide on-call support services during the support & maintenance period.
10. Free Training in ZOOM IT office with video tutorial.

# SECTION 4. CONFIDENTIALITY

* + The proposed project development & maintenance shall be 100% confidential & Unpublished by the ZOOM IT& the client.
  + Client will hold no rights to distribute the website, designs, code, database designs, HTML Components or other materials deemed necessary in the development of this website solution unless a contractual agreement has been made between both Parties.
  + We reserve the right to link back to our application, reference to work undertaken on behalf of a client for marketing purposes.
  + Intellectual Property Right will belong solely to ZOOM IT and Client.

# SECTION 5. LEGAL COMPLIANCE

**5.1** Both The Client and ZOOM IT shall comply with all Laws, applicable to each of them in connection with the performance of this Agreement, including and not limited to Laws relating to establishment of terminals, electric fund transfers etc.

# SECTION 6. TERM AND TERMINATION

* 1. **Term:** The term of this Agreement shall be 10 (ten) years from the date of singing of the agreement. Both the client & ZOOM IT If you want, you can make a one-time purchase instead of Ara. Contracts cannot be entered into during this period except for rent or one-time purchase.
  2. **Effective Date:** This Agreement shall become effective upon its signing by both parties.

# SECTION 7. MISCELLANEOUS

* 1. **Entire Agreement:** This Agreement constitutes the entire agreement, between the parties with respect to its subject matter and supersedes all other prior agreements and understandings, both written and oral, between the parties, with respect to the subject matter of this Agreement.

# Force Majeure:

* + 1. Force majeure shall not include any civil commotion, strike (hartal), governmental action, labor dispute, lockout, accident, epidemic or any other event whatsoever beyond the control of any of the parties.

# Notices:

All notices and other communications which may be given or are required to be given to a party to this Agreement shall be in writing and shall be deemed to have been properly given (i) upon receipt if delivered by hand, (ii) upon receipt if deposited, on a prepaid basis with a nationally and/or internationally recognized express courier to the address below (or to such other address as such party may specify by like notice):

|  |  |
| --- | --- |
| To ZOOM IT: | ZOOM IT  24/A-1, A-2 Basila Road, Mohammadpur, Dhaka, Bangladesh |
| To SaaS Affiliate pro | Lalmatia, Muhammadpur. Dhaka. |

# No Waiver:

No omission, delay or failure to exercise any right or power, or any waiver by any party hereto of any breach or default, whether expressed or implied, or any failure to insist upon strict compliance with any provision of this Agreement by a party hereto, shall not constitute a continuing waiver of such provision or a waiver of any other pro.vision of this Agreement.

# Amendments or Addenda:

Except as otherwise provided herein, no amendment to this Agreement shall be effective or bind any party unless set forth in writing and signed by duly authorized representatives of each of the parties. Any addendum to this Agreement shall be valid and binding and shall be considered a part of this Agreement if duly executed by both parties.

# Severability:

If any provision of this Agreement is held invalid, illegal, void, or unenforceable by reason of any rule of Law, administrative order, judicial decision, or public policy, all other provisions of this Agreement shall nonetheless remain in full force and effective.

# Heading:

The headings in this Agreement have been inserted for convenience of reference only and shall in no way restrict or modify any of the terms or provisions hereof.

# Governing Law:

This Agreement shall be governed by and constructed in accordance with the laws of Bangladesh.

# 7.10 Counterpart:

This Agreement shall be executed in two counterparts, each of which shall be treated as an original, but all of which together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF the** parties above named have signed this Agreement on the day, month, and year first-above

written.

Signed, and delivered in Dhaka.

ABC **ABC**

CEO (ZOOM IT) Team SaaS affiliate

# WITNESSED BY:

Name: Name:

Address: Address:

Name: Name:

Address: Address: