



Software Development Agreement

Software development contract prepared for
Shawon Lodh

This Software Development Agreement states the terms and conditions that shall govern the contractual agreement between **Eddokta** and **Shawon Lodh**, who agrees to be bound by the terms of the Agreement.

The Client has conceptualized the deliverables (the “**Software**”) – which are described in further detail onin Exhibit A – and the Developer is a contractor with whom the Client has come to an agreement to develop the Software.

In consideration of the mutual covenants and promises made by both parties regarding this Software Development Agreement, the Developer and the Client (individually, a “**Party**”, and collectively, “**Parties**”) agree to the following terms:

1. Developer’s duties

The Client hereby engages the Developer and the Developer agrees to be engaged by the Client to develop the Software in accordance with the specifications attached hereto as Exhibit A (the “**Specifications**”).

1. The Developer shall complete the development of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the Client by **may 01,2022**.
2. For a period of **one month** after delivery of the final product, the Developer shall provide the Client with answers to any questions or assist in solving any problems with regard to the operation of the Software up to **2 hours per day** free of charge and billed to the Client at a rate of **300 taka** per hour for any assistance thereafter. The Developer agrees to respond to any reasonable request for assistance made by the Client regarding the Software within **three months** of the request.
3. Except as expressly provided in this Software Development Agreement, the Client shall not be obligated under this Agreement to provide any further support or assistance to the Developer.
4. The Client may terminate this Software Development Agreement at any time upon material breach of the terms herein and failure to resolve such a breach within **15 days** of notification of such a breach.
5. The Developer shall provide to the Client after the Delivery Date one hour per day for seven days of training with respect to the operation of the Software if requested by the Client.
6. **Developer provides software with source codes.**

2. Delivery

The Software shall function in accordance with the Specifications on or before the Delivery Date.

1. If the Software as delivered does not conform with the Specifications, the Client shall within 15 day of the Delivery Date notify the Developer in writing of the ways on 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.

2. The Client shall provide to the Developer written notice of its finding that the Software conforms to the Specifications within **15 days** of the Delivery Date **may 01,2022** unless it finds that the Software does not confirm to the Specifications as described in Section 2.1 herein.

3. Compensation

we provide them **1,40,000** taka and also they provide us other expenses for any kind of **devices and third party software**. The payment will be given in two installments, 1st installment will be given when half of the work is done and when the full work will be done we will complete another installment.

in 75 days from 26th February, 2022

4. 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.

5. 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.

6. Confidentiality

The Developer shall not (i) disclose to any third party the business of the Client, details regarding the Software, including any information regarding the Software's code, the Specifications, or the Client's business (the "**Confidential Information**"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

7. Developer warranties

The Developer represents and warrants to the Client the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.
2. The Software will not violate the intellectual property rights of any other party.

8. Indemnification

The Developer agrees to indemnify, defend, and protect the Client from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

note: design copyright issues are not acceptable

9. No modification unless in writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

10. Re-use issue

If company re-sell this software, then the developer of this software will get 15% of each sell.

Eddokta



26/02/2022

Ifte Samul Ohy
CEO Eddokta

Shawon Lodh

Project Manager Sign

Client's Sign

Exhibit A

Software specifications

Client Interface:

1. Client Dashboard (student all result and improvement information)
2. Exercise List (come from trainer)
3. Nutrition List (come from trainer)
4. Product purchase system (gym equipment buy and sell)
5. Gym Package purchase system
6. User workout input system
7. User profile system
8. Membership hold method
9. Daily and total report on dashboard
10. Notification system for every trainer posts
11. Personal Improvement result show

Trainer Interface

1. Post System (exercise, nutrition)
2. Trainer Dashboard
3. Trainer students
4. Trainer Salary
5. Trainer Loan System
6. User measurement upload system
7. Leave Application

Accounts Interface

1. Loan Approval
2. Salary status
3. Bonus process
4. Equipment budget pass
5. Depreciation
6. Gym Total Earning
7. Repair and maintenance budget cost
8. Leave Application

Manager Interface

1. Product Upload System
2. Equipment upload system
3. Auto inventory management
4. Apply for product purchase
5. Leave Application management
6. Trainer Assign for students

Admin Interface:

All features of manager and accounts.

Additional Features

1. Finger print Attendance system for all
2. Payment gateway integration

Technology & tools: React, flutter, Django, Python, Material UI, firebase.

Exhibit B

Milestone schedule

Date	Tasks
22/02/22	Project Planning
02/03/22	Database planning & design
12/03/22	Client & Salary management implement
24/03/22	Product layout & workout system
04/04/22	Instrument inventory & online payment system
16/04/22	Admin Inventory management
26/04/22	Admin panel design & implement
30/04/22	Unit Testing, System Testing, Security Testing etc