FRIENDS INFORMATION TECHNOLOGY.

CONTRACT NO. 2016-04

FORM OF WEB APPLICATION SALES AGREEMENT

PARTY A: FRIENDS INFORMATION TECHNOLOGY.

ADDRESS : 1ST FLOOR, HABELI VILLA,
481/1, WEST SHEWRAPARA ,MIRPUR ,DHAKA.
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PARTY B : DEBENHAMS UK BANGLADESH OFFICE
ADDRESS HOUSE 23 , ROAD 28 ,BLOCK K , BANANI , DHAKA-1213

FRIENDS INFORMATION TECHNOLOGY IS ONE OF THE BEST END-TO-END CUSTOM APPLICATION DEVELOPMENT AND WEB SOLUTIONS PROVIDER, HAVING AN EXTENSIVE EXPERIENCE IN DEVELOPING WEB BASED AND STANDALONE SOFTWARE AND APPLICATIONS. AT FRIENDS IT WE AWARE THAT CREATING CLIENT-ORIENTED SOFTWARE TAKES A MIXTURE OF TECHNICAL EXCELLENCE AND CLEAR COMMUNICATION AND OUR FIRM HIRES ONLY VERY BEST TO ENSURE YOU RECEIVE BOTH. WE KNOW THAT EVERY CLIENT IS UNIQUE AND WE STRIVE TO DELIVER AN INDIVIDUAL, INNOVATIVE AND AFFORDABLE PROPOSAL EVERY TIME AND TO FOLLOW IT THROUGH WITH AN OUTSTANDING DELIVERY WHICH IS BOTH ON TIME AND WITHIN BUDGET. OUR MAIN GOAL IS TO MAKE WAY TO IMPROVE OUR CLIENTS BUSINESS. WE ALSO PRIDE OURSELVES ON OUR AFTER-SALES CLIENTS-CARE INCLUDING OUR GUARANTEES, STAFF-TRAINING AND ONSITE AND OFFSITE SUPPORT.

WE DEVELOP QC DEPARTMENT WORK PROCESS MANAGEMENT & ANALYSIS APPLICATION (QCDWPM & AA) UNDER SUPERVISION OF QC DEPARTMENT OF DEBENHAMS, BANGLADESH OFFICE. MAJOR FEATURES OF THIS APPLICATION ARE :

- ✓ KEEP CLEAR INFORMATION ABOUT TOTAL ORDERS WITH INFORMATION ABOUT STYLE NO, SESSION, DEPARTMENT, STYLE DESCRIPTION, SUPPLIER, DEV SEND DATE, TYPE OF FIT, FIT COMMENT SEND DATE, FIT COMMENT RECEIVE DATE, PP SAMPLE SEND DATE, PP SAMPLE RECEIVE DATE, WEARER SAMPLE SEND DATE, WEARER SAMPLE RECEIVE DATE, GOLD SI SEND DATE, GOLD SI RECEIVE DATE, SAMPLE PASS/FAIL, TECHNICIAN, TESTED BY,REMARKS,LABTEST REPORT,PATTERN/BLOCK, ETC.
- ✓ KEEP CLEAR INFORMATION ABOUT FILE RECEIVE DATE, P.P MEETING DATE, IN-LINE DATE , FINAL INSPECTION DATE , QC NAME AND THIS INTERFACE & DASHBOARD WILL ONLY USED BY QC TYPE ACCOUNT AND ALL ORDER STYLE NUMBER SHARE WITH ALL QC ACCOUNT AND ALL QC ACCOUNT WILL SEE & EDIT ALL DATA THAT GENERATED BY ANY QC ACCOUNT WITH RECORDS.
- ✓ CAN EASILY FINDABLE AN ORDER STATUS
- ✓ UPDATE/ DELETE FACILITY
- ✓ UPDATE RECORDS AUTO GENERATION
- ✓ ALL PROCESSES REAL STATUS ON DASHBOARD ON SUPER ADMIN ACCOUNT
- ✓ SUPPLIER PERFORMANCE CHECK UP FACILITY ON SUPER ADMIN ACCOUNT
- ✓ TECHNICIAN PERFORMANCE CHECK UP FACILITY ON SUPER ADMIN ACCOUNT
- ✓ GENERATION OF RANKING OF TOTAL SUPPLIERS ON SUPER ADMIN ACCOUNT
- ✓ TOTAL ORDERS ANALYSIS FACILITY ON SUPER ADMIN ACCOUNT
- ✓ MULTI USER ACCOUNT MANAGEMENT

- ✓ SUPER ADMIN ACCOUNT FACILITY FOR ADD/DELETE/UPDATE SESSION, DEPARTMENT NAME, SUPPLIER NAME, TECHNICIAN NAME ETC
- ✓ SUPER ADMIN FACILITY FOR CREATE/DELETE/UPDATE USER ACCOUNTS
- ✓ SUPER ADMIN FACILITY FOR UPDATE/ DELETE ANY PROCESS OF ANY USER ACCOUNT
- ✓ SUPER ADMIN CAN ALSO INSERT DATA, SEARCH DATA WITH DIFFERENT CRITERIA , DELETE OR UPDATE DATA
- ✓ USER ACCOUNT CAN ONLY INSERT DATA, SEARCH DATA WITH DIFFERENT CRITERIA , DELETE OR UPDATE DATA
- ✓ USER ACCOUNT CAN SEE REAL PROCESSES STATUS THAT IS GENERATED BY ITSELF ONLY ON DASHBOARD
- ✓ USER ACCOUNT CAN USE TECHNICIAN PERFORMANCE CHECK UP FACILITY TO CHECK UP PERFORMANCE BY ITSELF ONLY

I. PRODUCT PRICE , PAYMENT METHOD,TIME FRAME, SUPPORT SERVICES, FEATURES ENHANSMENTS, & DEFECT RESOLUTION :

1. PRODUCT PRICE :

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
QCDWPM & AA	1	[BDT] 55,000	[BDT]55,000
DOMAIN (.COM)	1	[BDT] 1,200	[BDT]1,200
HOSTING (1GB SHARED)	1	[BDT] 2,300	[BDT]2,300

TOTAL PRICE [BDT] 58,500/=

N.B. DOMAIN & HOSTING NEED TO RENEW PER YEAR. COST OF DOMAIN IS SAME AS NEW PRICE & HOSTING COST WILL DEPEND ON AMOUNT OF DATA. NUMBER OF USERS CAN ACCESS SIMULTANEOUSLY THE SAME SOFTWARE AT A TIME ACTUALLY DEPENDS ON AMOUNT OF BANDWIDTH . HERE WE PROVIDE 10GB BANDWIDTH WITH 1GB SHARED HOSTING THAT CAN BE EXTENDABLE . IN THIS SITUATION MAXIMUM 40 -50, MINIMUM 10-30 USERS CAN ACCESS AND WORK INTO THE SYSTEM SIMULTANEOUSLY AT A TIME .

2. PAYMENT METHOD:

1. WITHIN 3 DAYS OF THE SIGNING DATE OF THE AGREEMENT UPFRONT PAYMENT AS ADVANCE TOWARDS THE PROJECT: 50%
2. AFTER PROJECT COMPLETION: 30%
3. AFTER 45 DAYS OF COMPLETE INSTALLATION : 20%

* PAYMENT WILL GOES TO FRIENDS INFORMATION TECHNOLOGY ACCOUNTS PAY CHEQUE OR BY CASH.

3. TIME FRAME :

POINT SHOULD BE NOTED THAT THIS TIME ESTIMATION IS RELATED TO THE REQUIREMENT SATISFACTION. BUT ON GENERAL PURPOSE, TO HAVE A QUALIFIED AND SQUIRED SOFTWARE ,ON BASIS OF YOUR PROPOSED REQUIREMENT ,WE WILL TOOK 20 DAYS TO REDESIGN, DEVELOP TEST AND IMPLEMENT YOUR SYSTEM AND 7 DAYS FOR TRIAL.

4. SUPPORT SERVICES, FEATURES ENHANSMENTS, & DEFECT RESOLUTION :

FRIENDS IT UNDERSTANDS THAT SOFTWARE SYSTEMS ARE LIVING PRODUCTS THAT REQUIRE ADDITIONAL WORK AND ENHANCEMENT AS THEY EVOLVE OVER TIME. NEEDED SUPPORT SERVICES, FEATURE ENHANCEMENTS, AND DEFECT RESOLUTIONS CAN INVOLVE NUMEROUS RESOURCES OF VARYING SKILL LEVELS. IN ORDER TO OFFER SIMPLICITY AND TRANSPARENCY IN THE COST STRUCTURE FOR THESE SERVICES AND TO FACILITATE EASE IN ACCOUNTING, FRIENDS IT OFFERS AN AFFORDABLE COST STRUCTURE, FLAT BDT. 12,000/= PER/YEAR FOR SERVICING AFTER FREE SERVICING PERIOD OF 12 MONTH FROM THE START OF PERFORMENCE OF THE APPLICATION.

FRIENDS IT WILL DO NECESSARY AMENDMENTS/INCLUSIONS/DELETIONS AS REQUESTED BY DEBENHMAS WITHIN 6 MONTHS FROM THE START OF PERFORMENCE OF THE APPLICATION WITHOUT ANY ADDITIONAL COSTS.

N.B. ANY ENHANCEMENT THAT NEEDED TO CHANGE DATABASE DESIGN OR ANALYSIS LOGIC TO FIND ANY TYPE OF PERFORMANCE WILL COSTS MINIMUM BDT 5,000 PER/OPTION OR ENHANCEMENT.

II.   THE OBLIGATIONS OF BOTH PARTIES

(THE OBLIGATIONS OF PARTY A)

1.TO PROVIDE THE QCDWPM & AA (INCLUDING THE APPLICATION PROGRAM AND THE PURCHASED CORRESPONDING SERVICE FUNCTIONS) THAT HAS E-DECLARATION FUNCTION;

2. TO PROVIDE SYSTEM CODE UPGRADES AND SERVICE CODE UPGRADES;

3. TO PROVIDE OPERATION ON-SITE TRAINING TO THE CLIENT EMPLOYEE;

4.TO BE RESPONSIBLE FOR PROPER IMPLEMENTATION OF APPLICATION (INCLUDING THE APPLICATION PROGRAM MANAGER AND THE PURCHASED CORRESPONDING SERVICE FUNCTIONS);

5. TO CONDUCT UNSCHEDULED FOLLOW-UP CALL SURVEYS FOR 12 MONTHS;

6. PARTY A'S BRANCHES WILL PROVIDE UNLIMITED TELEPHONE SUPPORT AND TELEPHONE TRAINING SERVICE DURING WORKING HOURS FOR 12 MONTHS;

7. TO ACCEPT ALL FORMS OF COMPLAINTS BY PARTY B, INCLUDING EMAIL MESSAGES, DIRECT COMPLAINT CALLS AND WRITTEN OPINIONS ON ALL FEEDBACK FORMS, AND TO REPORT ON THE RESULTS OF RESOLUTION.

8. TO PROVIDE A COMPLETE USER MANUAL/ USER INSTRUCTIONS/TRAINING FOR USING THE SOFTWARE.

(THE OBLIGATIONS OF PARTY B)

8. PARTY B SHOULD PAY THE SOFTWARE PRICE IN FULL TO PARTY A AT THE TIME AGREED IN THE AGREEMENT;

9. PARTY B SHOULD USE THE SOFTWARE AND FUNCTIONS CORRECTLY IN ACCORDANCE WITH THE USER INSTRUCTIONS;

10.PARTY B SHOULD PROVIDE THE SYSTEM AND OPERATING ENVIRONMENT REQUIRED FOR THE QCDWPM & AA; AND

11.PARTY B DOES NOT HOLD THE QCDWPM & AA COPYRIGHT, AND IT MAY NOT ASSIGN OR RESELL IT TO ANOTHER PARTY OR CONDUCT ANY OTHER DEVELOPMENT WORK BASED ON IT.

12. PARTY B DOES NOT HOLD THE RIGHTS TO MAKE ANY CHANGE OR UPGRADE THE SYSTEM WITHOUT PERMISSION OF PARTY A.

III. EXEMPTION CLAUSES

IN THE EVENT OF ANY OF THE FOLLOWING, PARTY A IS NOT REQUIRED TO ASSUME ANY RESPONSIBILITY.

1.THERE IS A LOSS CAUSED TO PARTY B IN THE USING PROCESS BY AN EXCHANGE PLATFORM BREAKDOWN,HOSTING PROVIDER PROBLEM,A GLOBAL NETWORK PROBLEM, OR A GOVERNMENT NETWORK FAILURE;

2. THERE IS AN OBSTACLE TO USE CAUSED BY PARTY B'S FAILURE TO PURCHASE THE QCDWPM & AA (INCLUDING THE APPLICATION PROGRAM AND THE PURCHASED CORRESPONDING SERVICE FUNCTIONS);

3. THERE IS A BREAKDOWN CAUSED BY PARTY B'S FAILURE TO USE THE QCDWPM & AA(INCLUDING THE APPLICATION PROGRAM AND THE PURCHASED CORRESPONDING SERVICE FUNCTIONS) IN ACCORDANCE WITH THE USER INSTRUCTIONS;

4.THE APPLICATION CANNOT BE APPLIED DUE TO A PROBLEM WITH PARTY B'S COMPUTER HARDWARE OR TO THE DYSFUNCTION OF ITS OPERATING SYSTEM OR ITS OPERATING SYSTEM BEING INFECTED WITH A VIRUS;

5.THERE ARE OTHER PRODUCT FAILURES OF THE QCDWPM & AA (INCLUDING THE APPLICATION PROGRAM AND THE PURCHASED CORRESPONDING SERVICE FUNCTIONS) DUE TO FORCE MAJEURE CAUSES SUCH AS NATURAL DISASTERS;

6. IF PARTY B DOES NOT FOLLOW THE GENERAL USING RULE/USER INSTRUCTIONS OF THE APPLICATION DEFINED BY PARTY A, THEN PARTY A IS NOT RESPONSIBLE TO PROVIDE OBSTACLE FREE OR PROBLEM FREE BEST SERVICE ;

7. THERE ARE OTHER OBSTACLES TO USE NOT CAUSED BY FUNCTIONAL PROBLEMS OF THE QCDWPM & AA FRAMEWORK SOFTWARE SYSTEM (INCLUDING THE APPLICATION PROGRAM AND THE PURCHASED CORRESPONDING SERVICE FUNCTIONS);

8. IT IS IMPOSSIBLE FOR THE SOFTWARE OR FUNCTION TO MEET THE SPECIAL NEEDS OF PARTY B DUE TO RELEVANT REQUIREMENTS BY THE STATE REGULATORY AUTHORITIES CONCERNED;

9. DUE TO THE HOSTING CRASH/INSECURITY UNCERTAINLY WITHOUT ANY FAULT OF PARTY A, IF PARTY B SUSTAINS A LOSS OF DATA, PARTY A CANNOT PROMISE TO RETRIEVE THE DATA;

IV. REQUIRED ENVIRONMENT/ SOFTWARE & HARDWARE REQUIREMENTS / INTERNET SPEED

1/ HAVE A MINIMUM FIFTH GENERATION WINDOWS PC/ANDROID PHONE WITH INTERNET CONNECTION.
2/ HAVE A WEB BROWSER TO ACCESS THE INTERFACE OF APPLICATION.
3/ MINIMUM INTERNET SPEED 100 KBPS

V. LIABILITY FOR BREACH OF AGREEMENT

1.THE FAILURE TO PERFORM THE CONTRACTUAL PROVISIONS DUE TO PARTY A'S FAULT WILL BE REGARDED AS A BREACH OF AGREEMENT BY PARTY A. PARTY A WILL ASSUME THE LIABILITY FOR THE BREACH OF AGREEMENT, BUT THE COMPENSATION MAY NOT EXCEED THE PRICE THAT PARTY B PAID FOR THE PURCHASE OF THIS SOFTWARE PRODUCT;

2.THE INABILITY TO IMPLEMENT & USE DUE TO FAILURE BY PARTY B TO PROVIDE THE PROPER ENVIRONMENT AS REQUIRED WILL BE REGARDED AS A BREACH OF AGREEMENT BY PARTY B, AND PARTY B WILL ASSUME THE LIABILITY FOR BREACH OF AGREEMENT.

VI. OTHER

1. THIS AGREEMENT TAKES EFFECT ON THE DATE OF SIGNING BY BOTH PARTIES;

2. THIS AGREEMENT CONSISTS OF TWO IDENTICAL COPIES, AND EACH PARTY KEEPS ONE COPY;

3. ANY DISPUTES ARISING FROM THIS AGREEMENT ARE SUBJECT TO THE LAWS OF GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH TO ARBITRATION BY THE PEOPLE'S COURT AT THE LOCATION OF PARTY A;

4.BOTH PARTIES AGREE THAT THEY WILL RESOLVE ANY MATTERS NOT COVERED BY THIS AGREEMENT THROUGH CONSULTATION IN ACCORDANCE WITH THE PRINCIPLE OF GOODWILL, AND THAT THEY WILL EXPRESS THEM IN THE FORM OF CONTRACT ANNEXES.

PARTY A : FRIENDS INFORMATION   B: DEBENHAMS UK

                 TECHNOLOGY   BANGLADESH OFFICE

                (SIGNATURE)   (SIGNATURE)

REPRESENTATIVE OF PARTY A   REPRESENTATIVE OF PARTY B

                (SIGNATURE)   (SIGNATURE)

WITNESS OF THIS AGREEMENT   WITNESS OF THIS AGREEMENT
OF PARTY A   OF PARTY B