

**Web & App Development Proposal**

**(Android Application: Railway HVAC Design Calculation)**

1. **Development Services**. Customer engages Developer, and Developer agrees to perform services forCustomer to develop, deliver, support and maintain the Software in accordance with the terms and conditions of this agreement.
2. **Duties and Responsibilities**

**Specifications**. Customer shall define the Specifications, Deliverables, and Schedules. (the"Specifications").

**Development**. Developer shall design, develop, and implement the Software in accordance with theSpecifications.

**Delivery**. Developer shall deliver complete software to the Customer, within **2 months** OR as soonas commercially practicable Software in accordance with the Specifications.

1. **Acceptance**

**Acceptance Period & Development Cost**. Customer will have following the date of to assess andtest the Software.

**Total Project cost**: - **60,000 rupees**

**Total Time Duration: - 2 months**

**Token money: - 20% of the project cost**

**After 50% project completion: - 30% of the project cost.**

**Completion: - 50% of the project cost**

**Completion**. If Developer delivers the Software in accordance with the Specifications, Deliverables,or Schedule, then Developer shall be deemed to have completed its delivery obligations.

**Rejection**. If Developer, fails to deliver the Software in accordance with the Specifications,Deliverables, or Schedule, then:

1. **Notification**: Customer shall detail in writing its grounds for rejection; and
2. **Rectification**. Developer shall correct the Software and upon delivery of such correction, theprocess of acceptance, completion, and rejection shall restart.
3. **Continued Failure**. If the Developer's corrections, fails to deliver the Software in accordance withthe Specifications, Deliverables, or Schedule, then Customer may elect to:
4. Terminate the agreement, or
5. Adjust the Specifications, Deliverables, or Schedule.

**4. Changes Orders**

**Changes**. Customer may request changes to the Specifications, Deliverables, or Schedules.

**Additional Time or Expense**. If the proposed change will, in the reasonable opinion of

Developer, require a delay in delivery of the Software or would result in additional expense, then:

1. Customer and Developer shall confer; and
2. Customer may elect to either:

Apkglobal Solutions & Services

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1. Withdraw its proposed change, or
2. Require Developer to deliver the Software with the proposed change, subject to the delay and/or additional expense.

If Developer cannot or chooses not to accept the change order, then Customer may elect to terminate the agreement.

**5. Assignment of Rights**

Upon acceptance and payment of all compensation due to Developer, Developer grants and assigns to Customer its entire right, title and interest in the Software, including all patents, copyrights, trade secrets, and all other proprietary rights.

**6. Training**

**Training Scope**. Developer shall provide Customer with 15 working days of training OR suchtraining as may reasonably be requested by Customer, on the use of the Software.

**Training Dates and Locations**. The training will be conducted on such dates and locations asthe parties may agree. Location of the training will be Noida only.

**Training Costs**. The training shall be provided at no additional cost to Customer.

**7. Support and Maintenance**

**Initial Period**. Developer shall provide Customer with support and maintenance free services forthree months following delivery and acceptance.

**Renewal Periods**. Licensee may renew its maintenance and support subscription after the initialsubscription period at then-current rates.

**Expenses**. Developer shall take care for all expenses incurred during the development of theSoftware, nothing shall be paid other than agreed fee.

**Late Fees**. Any amounts not paid within 15 days of receipt of invoice will be subject to interestcharges of 1% of the overdue amount per month, or the highest rate allowable under law, whichever is less.

**8. Agreement**

By signing below, you agree to accept this proposal for **web & app development** and any modifications already agreed upon with Apkglobal.

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| **Apkglobal** |  | **Mr.Tamal** |
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| **Signed By:** |  | **Signed By:** |
| Pawan Sharma |  | Mr. Tamal Roy |

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**Date:** **Date:**

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Apkglobal Pvt. Ltd

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**Pawan Sharma**

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