



## MASTER SERVICE AGREEMENT

CONTRACT CODE : \_\_\_\_\_

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made as of July 3, 2012 ("the Effective Date") by and between Anoosh Bahraei and Manuel B. Russ, Tennessee, USA individuals, with mailing address at PO box 158103, Nashville, TN 37215 ("Client") and BRAINVIRE Infotech Private Ltd., having its registered office at 303 Naindhara Apartment , 3<sup>rd</sup> floor, Near G.N.F.C. Info Tower, S. G. Road, Ahmedabad 380015 , India. ("BRAINVIRE").

Whereas, Client desires to engage BRAINVIRE to develop, create, test and deliver certain programming materials as works made for hire, as described more fully in one or more Statements of Work on the following mutually agreed terms and conditions.

### 1. Services

a. BRAINVIRE agrees to perform the services described in the SOW attached hereto as Exhibit A and incorporated herein by reference (the "Services"). BRAINVIRE will complete and deliver to Client all deliverables resulting from the Services as described in Exhibit A ("Deliverables"), within and in accordance with the schedule for Deliverables set forth in Exhibit A.

b. BRAINVIRE will perform the Services, at such place or location and at such times as BRAINVIRE will determine, in accordance with the terms set forth in Exhibit A and elsewhere in this Agreement.

c. BRAINVIRE will make available and manage the Services as described in Exhibit A. A new Statement of Work ("SOW") will be required for each new project requested by Client. Each SOW will become an integral part of this Agreement by reference when executed by Client and BRAINVIRE. Each SOW will contain at least the following information: (a) a description of the Services to be performed by BRAINVIRE and the Deliverables related to such Services (b) a description of Client's responsibilities; (c) an estimated performance schedule including milestones, if applicable, and delivery dates for Deliverables; (d) specific criteria that BRAINVIRE is required to meet in order to fulfill its obligations under the SOW, including without limitation, warranty and acceptance criteria; (e) pricing; and (f) identification of BRAINVIRE and Client contacts. An SOW may only be modified by written agreement between the parties.

d. BRAINVIRE shall be free to pursue other business interests in addition to rendering the Services subject to Section 4 herein.

e. BRAINVIRE will determine the method, details, and means of performing the Services hereunder. Client will not have the right to, and will not, control the means or

determine the method by which BRAINVIRE accomplishes the Services. Unless otherwise provided in Exhibit A, BRAINVIRE may, with Client's prior written approval, assign one or more of BRAINVIRE's employees or contractors to perform Services under a SOW.

f. Changes to any SOW, including but not limited to changes to Project Specifications and Deliverables, shall become effective only when a written change request is executed by both parties' representatives identified in the relevant SOW including any applicable changes in fees related to such changes.

g. Client shall cooperate and provide information reasonably necessary for the timely completion of the Services.

h. Client will designate a project manager who will be both responsible and authorized to (i) make all decisions and give all approvals which BRAINVIRE may need from Client, and (ii) provide BRAINVIRE on a timely basis with all information, data, and support, required for BRAINVIRE's performance under this Agreement. BRAINVIRE may request approvals, decisions, or other actions by Client. Each request shall require a proper response in writing from Client during a reasonable and mutually agreed upon period of time. In the event that Client fails to respond in a proper and timely manner and such failure causes a delay in the performance of Services by BRAINVIRE hereunder, or results in additional costs to BRAINVIRE, then BRAINVIRE shall take such action as it deems reasonably prudent and shall provide Client with a written specification of such delay and the resultant costs. Client shall reimburse BRAINVIRE for such costs and agrees to extend time limits, if any, set forth in the Statement of Work by the time period of such delay.

## 2. Compensation

Amounts for all Services and Deliverables shall be set forth in each SOW. Should it be determined that additional services are required due to the development of new projects or because additional Services are required under the existing SOW, Client shall issue change orders which upon execution by both parties shall become an integral part of this Agreement.

## 3. Payment

a. BRAINVIRE will submit an invoice to Client according to the schedule as specified in the SOW. Each invoice will reference the applicable SOW.

b. Each invoice from BRAINVIRE will be accompanied by a detailed progress report on the Services performed during the invoice period and all Deliverables due upon presentation of BRAINVIRE's invoice.

c. All sums due to BRAINVIRE by Client hereunder will be paid 14 days net after receipt of invoice.

d. Finance charges of one and one half percent (1-1/2%) per month, or the maximum amount permitted by law, whichever is less, may be assessed if a payment is not paid within ten

(10) days of its due date. BRAINVIRE reserves the right to discontinue the provision of Services in the event of non-payment.

e. Any amounts due to BRAINVIRE as set forth herein are net amounts to be received by BRAINVIRE, exclusive of all taxes and other charges, and are not subject to reduction or set-off because of any costs, expenses or liabilities incurred by Client or imposed upon Client in the performance of this Agreement or otherwise due as a result of this Agreement.

f. Client shall reimburse BRAINVIRE for all reasonable out-of-pocket expenses incurred by BRAINVIRE in connection with the Services. These expenses must be authorized in advance by Client and will be reimbursed to BRAINVIRE within seven 14 days of the submission by BRAINVIRE of expense reports itemizing such expenses to the Client.

#### **4. Confidentiality**

a. In the performance of this Agreement, either party may disclose to the other certain trade secrets and other nonpublic information that is of value to its owner and is treated as confidential (collectively, "Confidential Information"). Both parties acknowledge and agree that the Confidential Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. The receiving party agrees to hold the Confidential Information disclosed by the other party in confidence and not to use, distribute or disclose the Confidential Information for any purpose whatsoever other than as expressly provided by this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Confidential Information to a third party without the written consent of the disclosing party and shall protect the Confidential Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Confidential Information, but in no event less than reasonable care. With regard to Confidential Information constituting a trade secret, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall survive expiry or termination of this agreement.

#### **5. Independent Contractor; BRAINVIRE's Employees**

a. BRAINVIRE's relationship with Client is that of an independent contractor. Nothing in this Agreement will be construed to create a joint venture, agency, partnership or employer-employee relationship. BRAINVIRE acknowledges that it is not an employee of Client, and as such, BRAINVIRE agrees that neither it nor its employees or agents are eligible for, or entitled to, any benefits that Client makes available to its employees. BRAINVIRE and its employees and agents forever waive any rights they may have or acquire to any benefits Client makes available to its employees.

b. BRAINVIRE will be responsible for keeping all records and collecting and paying charges on the payments made under this Agreement or with respect to the Services performed hereunder. Unless otherwise provided in Annexure A, BRAINVIRE may assign one or more of BRAINVIRE'S employees or contractors, at BRAINVIRE'S sole expense, to accomplish the performance of Services to be provided under an SOW.

## 6. Intellectual Property Rights

a. BRAINVIRE agrees that any and all work product resulting from the Services (collectively, "Work Product") will be deemed a "work made for hire" under the United States Copyright Act, and that all worldwide rights, title, and interest in and to the Work Product and any other invention or creative work that is conceived, made, or developed, or reduced to practice by BRAINVIRE, alone or with others, in the course of performing the Services, whether or not protectable under the United States Copyright Act, will belong exclusively to Client. Without limiting the foregoing in any way, BRAINVIRE hereby grants, assigns, and transfers to Client in perpetuity all worldwide rights, title and interest in and to the Work Product and any such invention or creative work.

b. As part of its obligations under Section 6 a.:

i) BRAINVIRE hereby assigns in perpetuity to Client all rights, title and interest in any invention, improvement or discovery conceived of or first reduced to practice in the course of performing the Services.

ii) BRAINVIRE hereby assigns in perpetuity to Client all rights, title and interest in the copyright to any copyrightable work of authorship, whether in human readable or machine readable form, first produced or composed in the course of performing the Services, including but not limited to any and all literary works, musical works, dramatic works, pictorial works, graphic works, audiovisual works and sound recordings.

iii) In the event BRAINVIRE desires to include any patented or patentable inventions and copyrighted or copyrightable material furnished in connection with the Services but not first conceived of, reduced to practice, produced or composed by BRAINVIRE in performing the Services ("Preexisting Work"), BRAINVIRE represents and warrants that BRAINVIRE will identify the following in writing to Client and obtain Client's prior written consent before initiating the preparation of any such Work Product or Services: i) the nature of the Preexisting Work, ii) its owner, iii) any restrictions or royalty terms applicable to BRAINVIRE's use of such Preexisting Work or Client's exploitation of the Work Product as a derivative work thereof, and iv) the source of BRAINVIRE's authority to employ the Preexisting Work in the preparation of the Work Product. For purposes of this Agreement, Preexisting Work shall be deemed to include open source software or other third party software. Upon receipt of Client's prior written consent, BRAINVIRE shall cause Client, its successors and assigns, to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to reproduce, distribute, sell, modify, make derivative works of, translate, publish, use and dispose of, and to authorize others to do the same, any and all Preexisting Works and any derivative works thereof made by Client or its sublicensees. Such licenses include Client's right to grant sublicenses to all of the foregoing rights.

iv) BRAINVIRE agrees to execute any and all documents reasonably requested by Client regarding assignment of all rights and licenses granted hereunder to Client to secure, confirm, perfect or record such assignment and licenses.



c. BRAINVIRE agrees to take whatever actions are legally necessary to ensure that all associates, employees, and subcontractors engaged by BRAINVIRE in the performance of this Agreement will be bound by the terms of this Section 6.

## 7. Representations and Warranties

a. BRAINVIRE makes the following representations and warranties for the benefit of Client:

b. BRAINVIRE represents and warrants i) that all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill, ii) that BRAINVIRE will render the Services to Client in a professional manner and to the best of its ability, iii) that all Deliverables will function on the machines and with operating systems for which they are designed, iv) that all Deliverables will conform to the specifications set forth in the SOW relating thereto, and v) that BRAINVIRE will perform all work called for by each SOW issued hereunder in compliance with applicable law.

## 8. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BRAINVIRE MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED BY BRAINVIRE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, AND IN PARTICULAR, BRAINVIRE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY OR PERFORMANCE OF ANY THIRD PARTY MATERIALS, PRODUCTS OR OTHER PROCESSES RECOMMENDED OR USED BY BRAINVIRE IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES. ADDITIONALLY, ANY WARRANTIES PROVIDED BY THIS AGREEMENT ARE FOR THE SOLE AND EXCLUSIVE BENEFIT OF CLIENT AND MAY NOT BE TRANSFERRED TO ANY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO CLIENT'S CLIENTS, CONTRACTORS OR VENDORS.

## 9. Force Majeure

Each party agrees to notify the other promptly of any factor, occurrence, or event coming to its attention that may affect its ability to meet the requirements of any SOW issued under this Agreement, or that is likely to occasion any material delay in delivery of Deliverables. Each Party shall be excused from performance hereunder caused by events of force majeure and during the continuation of such events, which are beyond such party's reasonable control, provided such party promptly notifies the other party in writing of the event of force majeure relied upon, with all relevant particulars, the anticipated effect of such events, and undertakes reasonably and diligent efforts to mitigate the effects of such events. The term "force majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of the enemy, wars, blockades, acts of terrorism, insurrections, riots, epidemics, inclement or severe weather that

renders performance under this Agreement unsafe, unreasonable, or impossible, arrest and restraints by the government, whether federal or state, civil or military, other governmental actions, civil disturbances, and any other cause, whether of the kind herein enumerated or otherwise, which is not reasonably within the control of the party relying upon such event or cause and/or which is unrelated to acts or omissions of the party affected. If an event of force majeure continues for more than fifteen (15) consecutive days, either party may, on written notice to the other effective one (1) day following delivery, terminate this Agreement.

#### **10. Term and Termination**

The term of this Agreement will commence on the Effective Date and will continue until the earliest to occur of (i) completion of the Services; (ii) one (1) year after the Effective Date, unless the project cannot be reasonably completed in one year, in which case the term shall be the time reasonably needed to complete the project; or (iii) termination of this Agreement in accordance with its terms. This Agreement may be terminated at any time by either party, with or without cause, upon thirty (30) days' prior written notice to the other party provided that BRAINVIRE shall refund any money it has received from Client should BRAINVIRE elect to terminate this Agreement without cause. Either party will have the right to terminate this Agreement immediately upon written notice at any time if the other party: (a) files for bankruptcy; (b) becomes insolvent or admits in writing its insolvency or inability to pay its debts or perform its obligations as they mature; or (c) makes an assignment for the benefit of creditors. In the event of termination, Client will pay compensation for Services completed in accordance with the terms of this Agreement as of the date of such termination. Provided Company has made all payments, BRAINVIRE will prepare and submit documentation as necessary to evidence progress of the Services to the date of termination. Furthermore, in the event of termination and provided all payments have been made, BRAINVIRE agrees to provide Client with all copies of any and all materials, documents or information, in whatever form, making up all versions of the Work Product (including intermediate and final versions) prepared or obtained by BRAINVIRE in connection with the Services rendered and, upon Client's request, certify to Client that BRAINVIRE has provided all such copies of materials, documents and information to Client.

#### **11. Limitation of Liability**

CLIENT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL BRAINVIRE, ANY AFFILIATE OR SUBSIDIARY, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, OR LOSS OF GOODWILL RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, EVEN IF BRAINVIRE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL BRAINVIRE BE LIABLE TO CLIENT FOR ANY AMOUNTS IN THE AGGREGATE IN EXCESS OF THE TOTAL FEES ACTUALLY PAID TO BRAINVIRE UNDER THE STATEMENT OF WORK TO WHICH

THE CLAIM RELATES, REDUCED BY ANY AMOUNTS PAID, CREDITED OR REFUNDED TO CLIENT BY BRAINVIRE. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF AN EXCLUSIVE REMEDY.

#### **12. Non Solicitation of Employees**

Neither Client nor its affiliates, subsidiaries or other related parties will directly or indirectly solicit for employment or engagement any person employed by or hired by BRAINVIRE, during such person's employment by BRAINVIRE, or for a period of twelve (12) months after said person's relationship with BRAINVIRE has ended. BRAINVIRE and Client agree that a breach of this provision would result in substantial monetary damages and irreparable harm to BRAINVIRE.

#### **13. Return and Availability of Information**

In the event of the termination or expiration of this Agreement for any reason whatsoever, BRAINVIRE will promptly return to Client all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, if any, supplied by Client in connection with this Agreement. All equipment provided by Client to BRAINVIRE will be returned in as good condition as when received, reasonable wear and tear excepted.

#### **14. Indemnity**

Client shall indemnify and defend BRAINVIRE against all losses incurred in any claim brought against BRAINVIRE and their respective officers, directors, employees, agent alleging that, services provided by BRAINVIRE pursuant to this agreement, SOW/s infringes, violates or misappropriates any patent and/or any copyright or trade secret rights or any other Intellectual Property Rights, client at its sole cost, shall indemnify and defend BRAINVIRE and hold BRAINVIRE harmless against such claim, perform any negotiations for settlement or compromise of such claim, and pay any and all settlements reached and/or costs and damages incurred in connection with such claim, together with reasonable attorneys' fees. For purposes of this Section, "Claim" means any civil, criminal, administrative, or investigative claim, demand, action, or proceeding (including arbitration) asserted, commenced or threatened against a Person, and "Losses" means all judgments, awards, settlements, liabilities, damages, liens and claims, and all related costs, expenses and other charges suffered or incurred as a result of or in connection with a Claim, including reasonable attorneys' fees and disbursements, costs of investigation, litigation, settlement and judgment, and any taxes, interest, penalties and fines with respect to any of the foregoing.

#### **15. Notice**

Any notice required to be given hereunder will be in writing addressed to the receiving party at the address set forth at the top of this Agreement, and will be deemed effective (i) upon

personal delivery; (ii) one (1) business day after sending via nationally recognized overnight courier; or (iii) five (5) days after mailing by certified mail, addressed as follows:

**CLIENT:** Anoosh Bahraei  
PO box 158103  
Nashville , TN 37215  
USA  
  
Email: nooshy@gmail.com

**BRAINVIRE:**  
BRAINVIRE Infotech Private Ltd  
303 Naindhara Apartment, 3<sup>rd</sup> floor,  
Near G.N.F.C Info Tower,  
S.G.Road  
Ahmedabad 380015  
India  
**Attn: Chintan Shah**  
**Telephone: +91-79-4008035**  
**Email: [info@BRAINVIRE.com](mailto:info@BRAINVIRE.com)**

#### **16. Severability; Waiver**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without impairment, and any invalid provision will be replaced with a valid provision most closely approximating the purpose and economic effect of the invalid provision. The waiver by either party of any breach of this Agreement will not operate as a waiver of any subsequent breach.

#### **17. Settlement of Disputes**

This Agreement will be construed in accordance with the laws of Tennessee as applied to a contract to be fully performed therein by Hawaii residents and without reference to laws pertaining to conflict of laws. In the event of a dispute which arises in connection with this Agreement which cannot be settled amicably, the parties' exclusive remedy will be binding arbitration in Honolulu, Hawaii by the American Arbitration Association ("AAA") in accordance with its then-current Commercial Arbitration Rules before a single arbitrator. In connection with any arbitration, the parties will select an arbitrator with expertise relating to the Services to be performed hereunder. In the event the parties are unable to agree upon the person, the AAA will select the arbitrator according to its Commercial Arbitration Rules.

Judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction thereof.

#### **18. Amendment and Assignment**

Any amendment of this Agreement will be effective only if it is in writing signed by the party(s) to be charged. This Agreement will not be assigned or transferred by either party without the prior written approval of the other, except that Client may transfer all its rights and duties hereunder to an affiliate without BRAINVIRE's consent. Any prohibited assignment or transfer will be null and void.

#### **19. Survival**

Sections 2 (as to Services completed during the term of and in accordance with this Agreement), 3 (as to payments, if any, for Services completed prior to the effective date of termination), 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 will survive any termination of this Agreement.

#### **20. Solicitation of Employment**

BRAINVIRE nor its affiliates, subsidiaries or other related parties will directly or indirectly solicit the services of any employees, suppliers or Customers of Client during the term of this Agreement and for a period of twelve (12) months thereafter. BRAINVIRE and Client agree that a breach of this provision would result in substantial monetary damages and irreparable harm to Client.

#### **21. Advertising**

Neither party shall acquire no right to use, and shall not use, without the other party's prior written consent, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks or service marks of the other party, its related subsidiary companies, parent company, employees, directors, shareholders, assigns, successors or licensees; (a) in any advertising, publicity or promotion; (b) in any manner other than expressly in accordance with this Agreement.

#### **22. Export**

Each Party agrees that it shall not directly or indirectly export, re-export or transship products, technology or software received pursuant to this Agreement in violation of any applicable export control law or regulation of the State of Hawaii or INDIA or any other country having jurisdiction over the Parties or transactions hereunder.

#### **23. Entire Understanding**

This Agreement constitutes the entire agreement between the parties, superseding any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement. Each party to this Agreement acknowledges that no representations,

inducement, promises or agreements, orally or otherwise, have been made by any party, or by anyone acting on behalf of any party, that are not embodied herein, and that no agreement, statement or promise not contained in the Agreement will be valid or binding.

BRAINVIRE INFOTECH PRIVATE LTD  
303 NAINDHARA APT, 3<sup>RD</sup> FLOOR  
Near G.N.F.C. Info Tower  
Ahmedabad 380015  
India

Signature

Print Name Chintan Shah

Title Vice President

Date : 05 Nov 2012

Anoosh Bahiraei

PO BOX 158103

Nashville  
TN 37215  
USA

Mamet B.Russ

Signature

Print Name Anoosh Bahiraei, Mamet Russ

Title Endorser

Date 10/6/12



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**STATEMENT OF WORK**

**Version No: 1.0**

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**Project Name :**

*C. K. Shetty*

*Anil*

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*C.K. Shetty*

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*Anil*

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## **1.0 Project Scope**

- Purpose is to design and develop a Web application which will provide a platform to Professionals (such as attorneys) fee advances for work they do with a third party. Professionals are facilitating with their own account management from where they can track status of their transaction. In order to incentivize the professional to use our service, we offer them a website/micro-site. Main network portal will allow users/visitor to browse professional directories and contact them. Graphic design, usability and aesthetics will be a crucial component of the project. The project shall be created with the utmost attention to these factors to create a modern user friendly and visually pleasing Web 2.0 interface.

### **1.1 Assumptions**

#### **1.1.1 Web Section**

- BRAINVIRE assumes that a full-time subject matter expertise from Client as well as a full-time Site General Manager empowered to make real-time decisions shall be assigned to the project.
- BRAINVIRE will also provide a full-time subject matter expertise assigned to the project as well as a full-time Site General Manager who is empowered to make real-time decisions.
- The Client has provided a site map and schema with technical details that has helped create this document however once this document is approved it supersedes any other documents provided by Client before or after approval of this document.
- BRAINVIRE is not responsible for the development and/or operational performance of any 3rd party partners/tools as selected by Client.
- Client will provide for and do quality assurance to confirm features developed.

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- Performance of the application depends on the hardware selected, bandwidth allocated, size of data and concurrent users.
- Logo / Branding are not a part of the project.
- The website is in English language.
- If the Open Source or Codebase version mentioned in this document is no longer available for usage – the client will be liable to a change request for any compatibility issues or customization difficulties faced due to the change in codebase version.
- 3rd Party integration for payment services with Paypal and Authorize.net (Not yet finalized)

## 2.0 Features

### 2.1 Network Portal/Main Site

- This will be the public facing main portal of the system.
- Network portal allows visitor to access various professionals, information related to portal and Forum to interact with other users.
- Landing page will provide information related to portal and benefits of using portal.
- Landing page will also have success stories (Testimonials) of the Professionals.
- There will be a excerpt of the various sections on home page, like about us, company history, how does portal work, etc.
- There will be a quick contact form for visitor to contact the administrator.
- There will be a nice sliding banner presentation to explain about portal.
- System will display recent forum posting on landing page.

#### 2.1.1 Professional Directory

- This section allows visitors to browse through professional directory.
- There will be filters available to view professional from specific category.
- Filters available for end users are as follow

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- Category/Practice Field
- Location
  - City
  - State
- System will list all the professionals based on filter applied. If there will not be any filter applied, system will list all the professionals in listing manner.
- Professional listing will display following information
  - Professional Photo
  - Professional Name
  - Firm Name
  - Area of expertise / Practice fields
  - Brief of bio
  - Contact Number
- There will be provision for visitor to contact multiple professionals from one place.
- Visitor selects multiple professionals and click on contact. There will be generic contact form get displayed.
- There will be link to professional personal website and view profile.

### **2.1.2 Professional Profile**

- On Network portal each professional have their own profile.
- Professional profile provide brief about professional.
- Profile information will be fetch from professional's personal website or micro-site.
- System will display following information of the professional
  - Professional Name
  - Professional's Image / Firm image
  - Address information

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*Ans*

- Contact information
- Contact Form
- Website/Micro-site link
- Summary / Bio-data
- Area of practices
- Fees information
- If professional had personalized his/her contact form, system will display their personalized contact form where visitor can fillup information and submit.
- Submitted contact form will be send notification with filled information to professional's registered email address and a copy of it will be sent to administrator of the portal.
- If professional did not personalize his/her contact form then administrator defined contact form will be presented to the visitors.
- There will be a Google map displayed to indicate professional's location.

### **2.1.3 CMS Pages**

- Network site will have many information pages which help end users to understand business and how portal works.
- There are many content pages available on portal.
- Such pages are as follow:
  - About Us
  - FAQs
  - How it works?
  - Privacy Policy
  - Terms of business

### **2.1.4 Contact us**

- Network site will have contact form which helps/allows visitor to contact site administrator or support team.

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- They can provide their feedback via contact form
- New professional can contact administrator to setup new account via this contact form.

### **2.1.5 Forum**

- This section provides the visitors to collaborate with other users or professional on various categories/topics posted by administrator.
- Forum is publicly available for reading purpose. In order to participate into forum topic discussion one has to register himself.
- Forum sections have many activities like
  - Registration
  - Login
  - Post Topic
  - Post Reply
  - List Topics
  - View Replies

#### **2.1.5.1 Registration**

- In order to participate in forum user has to register and login himself with the portal.
- E-mail ID and password provided by the user during registration, will be used by him/her to log into the system
- All the registration information will be editable by user in future. (The username, email address can be made as "not-editable".)
- After getting registered on the site user will receive a "Thank-You" message, a confirmation e-mail and will be directed to the profile page. (An option to skip this section can be provided. However, user will have the option to edit the profile on a later stage.) Email confirmation will be required before registration is completed.
- Following information will be captured during registration

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- Name
  - Email
  - Password
  - Country
  - Screen Name
- Screen name will be presented in Forum to represent user.

#### **2.1.5.2 Login/Logout/Remember Me**

- This section will be used for registered members to login into the system with valid login credentials and they would also have a remember me functionality through which they don't need to type login credentials every time when they open the system in the browser..

#### **2.1.5.3 List/View Topics**

- Forum will list all the topics posted by various members.
- Admin had created various categories/topics to discuss/post on any topic.
- User can post their question to topic in particular category.
- For each category system will display following information
  - Sub Categories
  - Total Topics posted
  - Total Replies
  - Recent topic posted in category
- Clicking on category will bring user to listing of all the topics posted in that category.
- Topic listing will display following information
  - Topic/Question
  - Topic Posted Date
  - Total Replies
  - Total Views
  - Last Reply Posted user

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- Last reply date time
- User can sort topic listing by recently replied, Start Date, Most Replied and most viewed.
- If user is logged in then there will be a button/link to Post new topic/question.

#### **2.1.5.4 View Replies**

- System will allow viewing replies posted on any question.
- Clicking on any topic will bring user to reply posted on that topic/question.
- System will list all the replies posted for topic/questions.
- System will list all the replies in chronological order by date posted.
- For each reply, system will display
  - Replied Person Image
  - Replied Person Name
  - Date Replied Posted
  - Actual Reply
- System will allow login user to post their reply/answer for the topic.

### **2.2 Individual Website Administrator Area**

- This section is for professionals to manage their accounts and their website or micro-site. This can be access via individual website's admin area. i.e peterson.maindomain.com/admin/

#### **2.2.1 Log in**

- In order to access individual website administrative area one has to logged in with credentials they have been provided during account setup by global admin.
- System will require valid email and password in order to authenticate user.

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### **2.2.2 Manage profile**

- In this section professional can manage their profile information which are available for user on network portal as well as on their personal website or micro-site.
- Member can edit all the profile related information from here.
- Professional can manage following information:
  - Name
  - Email
  - Own Image / Firm image
  - Address information
  - Contact information
  - Contact Form
  - Summary / Bio-data
  - Area of practices
  - Fees information
- Member can change their email and password from here.

### **2.2.3 Manage website content**

- In this section professional can manage their personal website/micro-site content.
- Professional able to add/edit/delete pages from this section.
- All created pages will be displayed on their personal website/micro-site.
- Member can able manage content in terms of text and images.

### **2.2.4 Manage Website**

- In this section professional can manage their personal website/micro-site presentation.

#### **2.2.4.1. Manage website Templates**

- Professional able to select template from various template ranges available.

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- Professional can view all available templates and select based on their preferences.
- Selected template will be applied to their personal website or micro-site.

#### **2.2.4.2 Manage Main/Header Navigation**

- Professional able to customize their main/header navigation from this section.
- Professional can assign created pages to main navigation.
- Navigation can be customized up to 2 levels.
- Professional can assign menu item either from existing created pages or external link.
- During setup system will ask
  - Menu Title
  - Link to (Internal / External)
  - For Internal
    - Selection of page
    - Parent Menu selection
  - For external
    - URL input
    - Target (Open in same window / Open in new window)
- Member can list navigation menu to view hierarchy of navigation.

#### **2.2.4.3 Manage Footer Navigation**

- Professional able to customize their footer navigation from this section.
- Professional can assign created pages to footer navigation.
- Navigation can be customized up to 1 level.

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- Professional can assign menu item either from existing created pages or external link.
- During setup system will ask
  - Menu Title
  - Link to (Internal / External)
  - For Internal
    - Selection of page
  - For external
    - URL input
    - Target (Open in same window / Open in new window)

#### **2.2.4.4 Customize Contact Form**

- Professional able to customize their contact form based on their preferences.
- Professional can setup types of inputs required from external user.
- Professional can select type of input (Text, Radio, Checkbox, Textarea) for contact form.
- Professional can assign Label against each inputs.
- Customized contact from will be presented to end user while they tried to contact.

#### **2.2.5 Manage Documents**

- In this section professional can manage their documents and cases.
- Professional can edit case information added by Administrator.
- Professional can list all the cases available along with numbers of documents available in that case
- Professional can submit their documents for particular case.

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- Professional can download documents uploaded by himself or administrator.
- Professional can submit their timesheet from here by uploading.

### **2.3 Admin Section**

- This is global administrative area from where admin can manage network site and professional accounts.
- Admin can manage professional accounts and their information details
  - Admin can add, edit, delete, sort, search, inactive and active user profiles.
  - Admin can edit, delete details of the user data if required.
- Categories/ Area of practices: Admin can edit, add, and delete the available area of practices or categories. Category can be defined upto 2 level.
- Cases & Documents: Admin can add/edit/delete/list cases of the professionals for which they are on agreement. Admin can upload or download supporting documents of the case.
- CMS: Admin can manage main network site pages content from this section.
- Transactions: Admin can update transaction related information of the professional for the cases.
- Forums: Admin can add/edit/delete/list categories of forum. Admin can add/edit/delete/list all the posted topics and reply of the forum.
- Theme: Once theme/template has been created and available for professionals to use. Admin can add those into system for professionals. Initially there will be 20 themes available for professionals to use.

### **2.4 Misc**

- System will be architect for multi-site or micro-site (subdomain).

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- System supports multiple languages for professional's personal or micro-site. Professional's personal or micro-site's admin will remain in only English however they can setup their personal site in other languages (Languages which are having left to right orientation.)

### **3.0 Project Schedule**

- The below figure depicts the proposed schedule of the project.
- The proposed resource deployment is also shown with the current requirement.
- The resource deployment and schedule will be changed if there is a major change request or customization coming in.
- Also, the project completion date may be impacted by the change request or customization.

<b>Months</b>	<b>Resource Plan</b>	1	2	3	4	5
<b>Phases</b>						
<b>Analysis and Design</b>	1 Part Time Project Manager, 1 Full Time Project Leader, 1 Part Time Graphic Visualizer, 1 Full Time HTML Integrator					
<b>Development</b>	1 Part Time Project Manager, 1 Full Time Project Leader, 1 Part Time Graphic Visualizer, 1 Part Time HTML Integrator, 2 Full Time Senior Developers, 1 Full Time Junior Developers.					

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<b>Quality and Control</b>	1 Part Time Project Manager, 1 Full Time Project Leader, 1 Full Time QA, 1 Part Time HTML Integrator, 1 Full Time Senior Developer.			
<b>Deployment and Support</b>	1 Part Time Project Manager 1 Full Time Project Leader, 1 Full Time QA, 1 Part Time Senior Developer.			

- All the products will follow the above pattern for implementation.
  - Once the requirement analysis and Design phase is over next product will be taken for setup and UAT phase.

## **4.0 Commercial Book:**

General BRAINVIRE Development Cycle		
Phase (Work Break Down)	Duration (% of Total Project Duration)	Number of man Days
Analysis and Design		22
Development (Coding)		139
Quality Control		16
Deployment		2
<b>Total</b>		<b>179</b>

## 4.1 Analysis and Design:

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Module	Simple	Average	Complex
<b>Requirement</b>			
Software Requirement	2		
Database Preparation	1		
<b>Web and Graphic, HTML</b>			
Home Page and Major PSD (Upto 3 Iterations)	2		
Prototype	2		
HTML Pages	2		
<b>Planning</b>			
Project kick off	0.5		
Project Management Plan	0.5		
Test plan	1		
	<b>11</b>	<b>0</b>	<b>0</b>

Effort Estimation			Effort Required (Days)
Work Complexity			
Simple		2	22
Medium		3	0
Complex		5	0
			22
<b>Total Plan Duration</b>	<b>22</b>	<b>Man days</b>	

## 4.2 Development Phase:

Module	Simple	Average	Complex
<b>Network Site(Main Portal)</b>			
Homepage	1		
Professional Directory			
Search Filters	0.25		
Search results	1		
Contact Multiple Professionals		1	
Professional Profile			
Professional Profile	1		
Contact Professional (Based on Professional Designed Contact Form)	0.5		
Contact Form	0.25		
CMS Pages (About us, FAQs, Privacy Policy, How it works?)	1		

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Forum			
Registration	0.5		
List Topics	0.5		
List Questions	0.5		
List Responses	0.5		
Post Question	0.5		
Post Reply	0.5		
<b>Personal/Individual Website</b>			
Main Page	0.5		
customize Pages			
Customized menu items	1		
Customized CMS Pages	2		
FAQs	0.25		
Personlize contact form	0.5		
<b>Personal/Individual Website Administrator Area</b>			
Authentication	0.5		
Manage Profile	0.5		
Manage Content Pages			
Add Pages	1		
List Pages	0.25		
Edit Pages	0.5		
Remove Pages	0.25		
Manage Website			
Manage Main/Header Menu		1	
Manage Footer Menu	1		
Manage/Customize Contact Form		1	
Manage website Templates	1		
Manage Documents			
Edit Case	0.5		
List Cases	0.5		
Add/Submit Documents	0.5		
Delete uploaded documents	0.5		
List Documents	0.5		
Download Documents	0.25		
Submit Timesheet	0.5		
Account Settings	1		
<b>Global Administrator Area</b>			
Authentication	0.25		
Manage Categories			
Add/Edit Categories	1		
List Categories	0.25		
Delete Categories	0.25		
Manage Professional/Individual Account			
Add Account		1	
Edit Account	1		
List Account	0.25		
Active/Inactive Account	0.5		

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Delete Account	1		
Manage Documents			
Add/Edit/Delete Cases and Clients		1	
List Cases	0.25		
Upload Documents	0.5		
Delete uploaded documents	0.5		
List Documents	0.25		
Download Documents	0.25		
Manage Network Pages			
Add Page	0.5		
Edit Page	0.5		
List Pages	0.25		
Delete Pages	0.25		
Manage Professional Transactions			
Add/Edit/Delete Transaction		1	
List Transactions	1		
Manage Forums			
Manage Topics	1		
Manage Questions	1		
Manage Answers	1		
Manage Themes			
Create Themes (Max 20 initially)	20		
Add Theme	0.25		
Edit Theme	0.25		
List Theme	0.25		
General (Misc)			
Micro/Multi Site Setup			2
Multi Languages support(LtoR)		1	
	54	7	2

Effort Estimation		Effort Required (Days)	
Work Complexity		Simple	Medium
	Simple	2	108
	Medium	3	21
	Complex	5	10
		139	
Total Coding Duration		139	Man days

#### 4.3 Quality Control Phase:

Module	Simple	Average	Complex
Quality Control & Bug Fixing			

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Test Cases (Functional)	2		
Functional Testing	3		
Compatibility	1		
Security	1		
Performance & scalability test	1		
	<b>8</b>	<b>0</b>	<b>0</b>

<b>Effort Estimation</b>			
<b>Work Complexity</b>		<b>Effort Required (Days)</b>	
Simple		2	16
Medium		3	0
Complex		5	0
			16
<b>Total Coding Duration</b>	<b>16</b>	<b>Man days</b>	

#### 4.4 Deployment Phase:

<b>Module</b>	<b>Simple</b>	<b>Average</b>	<b>Complex</b>
<b>Closure</b>			
Final Release with Testing (Deploy on Server)	1		
	<b>1</b>	<b>0</b>	<b>0</b>

<b>Effort Estimation</b>			
<b>Work Complexity</b>		<b>Effort Required (Days)</b>	
Simple		2	2
Medium		3	0
Complex		5	0
			2
<b>Total Coding Duration</b>	<b>2</b>	<b>Man days</b>	

#### 5.0 Out of Scope

- The following are NOT covered in the scope of this document. BRAINVIRE can provide the services at an extra cost.

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## **5.1 General**

- Any functionality other than mentioned under Functional Requirement.
- Application support on Smart phone devices or WAP devices
- Any Installation – Support - Communication for 3rd Party software's other than Suggested by BRAINVIRE or mentioned under functionality requirements.
  - Hosting Services.
  - Hardware Compatibility – Identification for Deployment platform.
  - SSL Certificate Installations and Implementation unless specified.

## **5.2 Database**

- Database Support on Client server. BRAINVIRE will install and configure the required database.
- Database Migration. BRAINVIRE can provide Data Migration services at an extra cost.
- Client will upload all data related to the application to the database. BRAINVIRE will ONLY upload those data that is necessary for testing of the project limited to 10 records.

## **5.3 Revisions**

- Any revisions in Graphics / Design after approval would fall under Change Request and charged extra as applicable.
- BRAINVIRE will provide Server deployment only once. A repeat deployment would cost extra as applicable.
- Notwithstanding anything to the contrary, the parties agree that there will be flexibility for revisions, at no cost, which do not substantially change the scope of work. The parties expect that there will be several minor and logical revisions in design and code that are inevitable and inherent in creating such a project, and said revisions shall be included in the scope of work to be completed in this project.

## **5.4 Documentation**

- User Guide and Application Manual are out of the scope of this document.

## **5.5 Licenses**

- Any Scripts, Extensions, Licenses, Modules, codebase etc. if need to be purchased in the course of development is NOT in the scope of BRAINVIRE and the Client will need to purchase the same and provide for integration implementation.

## **5.6 Risk Factors**

- The following are the risk factors for the project.
  - The approval and sign-off of this Specification document is crucial to the initiation of the applications development. Delay in the sign-off of this

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document will cause a delay in the development start date and therefore could delay the overall finish date of the project.

- Delay in approval of Designs from Client would directly impact the project planning and project delivery.
- Delay in information like Design specifications, Navigation details, Content, FTP and Database access with full rights etc. that directly hamper the execution of the project would directly impact the project delivery.
- Designs have not been finalized / shown at the proposal stage – extra elements like JavaScript, Flash modules etc. if built during designing could hamper the project ballparks and costs and result in Change Request.
- Questions unanswered at the project start up may lead to Change request if the requirement as understood by the team is not to specific requirement of the client.
- If there is delay in signing this document and the Codebase version mentioned in this document is no longer available for usage – there could be a change request for any compatibility issues or customization difficulties faced due to the change in codebase version.

## 5.7 Project Requirements

- The following are the requirements that need to be supplied to BRAINVIRE before start of the project.
  - FTP details of the hosting server.
  - SMTP Details with user name and password (for auto mail sending)
  - Design details and specifications.
  - Sample Data for Testing (not more than 10 records)

## 6.0 Key Activities & Deliverables

- Testing in collaboration with designated client "owner(s)" and end user(s)
- Propagate the setup and configurations to Production after successful testing and approval by the owner(s)

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- o All the project /source code would be delivered to client after project go live.

## 7.0 Change Control

- o The overall project Change Control procedure is documented below:
- o Any modification to or deviation from the agreed functionality, or changes to the time or costs agreed upon in the contract will be subject to this procedure.
- o BRAINVIRE or the client may initiate change requests whenever there is a perceived need for a change that will affect the contract of work, such as schedules, functionality, or cost.
- o Agreement to a Change Request Form signifies agreement to change in overall costs, functionality, or schedules.

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## **8.0 Payment Terms**

We have divided the project into 4 parts i.e. Analysis and Design, Development, QA and Deployment. Each part is subdivided into different modules and modules are associated with no of days for development. The total time line is coming to **179 Man Days (8.95 Man Months)**.

The Professional Consultancy Charge is broken into the following activities and is illustrated in the table below:

<b>Phase(s)</b>	<b>Amount to be paid for Each of the phases (USD)</b>
Signing of Contract - Start of the Project (2 <sup>nd</sup> week of Nov 2012 )	<b>5,250</b>
Analysis and Design phase (2 <sup>nd</sup> week of Dec 2012)	<b>5,250</b>
Alpha Release (70 % features completed) (4 <sup>th</sup> week of Jan 2013)	<b>5,250</b>
Final Deployment and Go Live (2 <sup>nd</sup> week of Feb 2013)	<b>5,250</b>
<b>Total Amount in USD</b>	<b>21000 (USD) (100%)</b>

## **9.0 Warranty**

- BRAINVIRE will do bug fixing for 180 days from date of delivery on Live server a. This does not include any functional enhancements that are NOT covered under Scope defined. Functional Enhancements or changes after 5 days would be charged as per the actual.
- BRAINVIRE will do bug fixing for 180 days which occurred in the code developed by BRAINVIRE from date of final delivery on Live server. This does not include any functional enhancements that are NOT covered under Scope defined. Functional Enhancements or design enhancements or any other enhancements which affects the scope would be charged as per the actual.

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## **10.0 Non-Functional Prerequisites**

- The application will work in following browsers.
  - Internet Explorer Browser 8.0 and above.
  - Firefox 15 and above versions.
  - Google Chrome 21.0 and above version

## **11.0 Client RESPONSIBILITIES**

- Timely feedback and approval on fixes as described above. After release the client needs to provide an approval in 5 days and after that it would be considered as approved.
- Any Third Party Tool/API Required to achieve the requirement, cost to purchase any third party tool would be managed by Client
- Website Domain name and Hosting information
- Payment gateway API Details
- Client will provide require data.

## **12.0 Project Software and Hardware**

### **12.1 Hardware**

- Processor: Intel(R) Xeon(R) CPU E5450 @ 3.00GHz 2.99GHz
- RAM: 12.0GB
- Supported Operating Systems: Linux x86, x86-64

### **12.2 Supported Web Servers:**

- Apache 2.0.x

### **12.3 Supported Browsers:**

- Microsoft Internet Explorer 8 and above
- Mozilla Firefox 15+ and above
- Google Chrome 21.0 and above
- Adobe Flash browser plug-in should be installed

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#### **12.4 PHP Compatibility:**

- 5.2.13+
- Required extensions:
  - PDO\_MySQL
  - simplexml
  - mcrypt
  - hash
  - GD
  - DOM
  - iconv
  - curl
  - SOAP (if Webservices API is to be used)
- Safe\_mode off
- Memory\_limit no less than 256Mb (preferably 512)

#### **12.5 MySql**

- 5.1 or newer
- InnoDB storage engine

#### **12.6 SSL**

- If HTTPS is used to work in the admin, SSL certificate should be valid.  
Self-signed SSL certificates are not supported.

#### **12.7 Server – Hosting – Setup**

- Ability to run scheduled jobs (crontab) with PHP 5
- Ability to override options in .htaccess files

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## **13.0 Key Stake Holders**

<b>For BRAINVIRE</b>	<b>For Client</b>
Chintan Shah- VP	Anoosh Bahiraei

## **14.0 Designated Party Representatives**

The Parties hereby designate the following persons as their Party Representatives:

For CLIENT - Anoosh Bahiraei

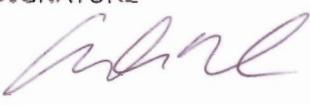
For BRAINVIRE – Mr. Chintan Shah

## **15.0 Acceptance of SOW**

### **15.1 Acceptance of Deliverables**

- Client will have seven (7) days from receipt of the Deliverable or Work Product to confirm that each above Deliverable or Work Product is unacceptable condition.
- The Deliverables or Work Product will be deemed accepted by Client, unless Client gives BRAINVIRE written notice of the respect(s) in which the Deliverable or Work Product is not acceptable within the seven (7) days.
- In such event, BRAINVIRE will have seven (7) business days from receipt of such notice to make and submit to Client a corrected Deliverable or Work Product, which will be subject to the acceptance procedure and time periods set forth above.

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<b>BRAINVIRE LIMITED</b>	<b>ANOOSH BAHIRAEI</b>
SIGNATURE 	SIGNATURE  
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<b>India</b>	<b>USA</b>
PRINT NAME: MR. CHINTAN SHAH	PRINT NAME : ANOOSH BAHIRAEI
TITLE: VICE PRESIDENT	TITLE: 
DATE : 04 Nov 2012	DATE : 

