

## CUSTOM SOFTWARE DEVELOPMENT AGREEMENT

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This Custom Software Development Agreement (the "Agreement") is made and effective from 26<sup>th</sup> Day of September, 2018

**BETWEEN:** Ashish Kumar Maurya (hereinafter called as the "Customer")

**AND:** WebifyMe (hereinafter called as the "Developer" or "WebifyMe")

### RECITALS

Whereas, Customer wishes to get the Mobile Apps and backend of their project for Android (*Hereinafter called as the "PROJECT"*) developed as per the requirements specifications.

Whereas, the "Developer" desires and offers its services to develop the Project for the Customer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

### 1. SCOPE OF WORK

The high level scope of work is the development of **Project** as per the requirements specifications. Creative designs and graphics development is not covered in the scope of work of this contract; however Developer may recommend or create their own designs for the betterment of the App.

### 2. CHANGE ORDERS

#### Definition of Change Order:

Any change or modification in functionality or feature or UI of the App required by the customer which is beyond agreed functional requirements considered in this Agreement will be considered as a "Change" in the original specifications, and that shall be intimated to WebifyMe by the customer or vice versa as a "Change Order" in writing.

*Change Orders do not however cover any bug or glitch fixing produced out of the code written by WebifyMe as any "bug" will be fixed by WebifyMe for free up to 2 months after final delivery (**Bug Fixing Warranty**).*

### 3. SCOPE OF DELIVERABLES

S No.	Deliverable Name	Given By	Scope
1.	Functionality Development	WebifyMe	App functionality to be developed across platform, API development.
2.	Functional requirements & UI/ Multimedia, backend access.	Customer	Customer will supply final design, multimedia, wordpress CMS access.
3.	Application package	WebifyMe	App package to be shared with the

			customer.
4.	Source Code	WebifyMe	Source Code to be shared with the customer once mutual liabilities are fulfilled.

#### 4. DEVELOPMENT TECHNOLOGIES & TARGET DEVICES

The proposed technologies are as follows:

**Development Technologies:** Android, JavaSE, PHP

**Target Device and OS:** Android devices running 3.0 and above.

#### 5. ASSUMPTIONS AND DEPENDENCIES

- The development and unit testing of the products will be done at WebifyMe premises.
- The customer shall be providing WebifyMe with the credentials of its Google Play account (required to creating adhoc and final releases).

#### 6. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

All Intellectual Property (including Source Code, Documentation, and Application Package) during the project is owned by the Customer, and will be turned over to the Customer at the conclusion of the project by WebifyMe and after the fulfillment of all commercial obligations by the Customer. The customer is the sole owner of the developed software with full IPR.

#### 7. TERM OF AGREEMENT

This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

#### 8. TERMINATION

The Customer shall, in the event of WebifyMe committing any breach of any of the terms and conditions of this agreement or for any other reason considered as sufficient, be entitled to terminate this agreement by giving 2 weeks' notice in writing and it is applicable only when the project is not completed. If the customer terminates the agreement, then the customer shall compensate the WebifyMe up to the date of termination with a fee calculated on Pro-rata basis. WebifyMe may also terminate this Agreement by giving 2 weeks' notice in writing to Customer. It is applicable only when the project is not completed. In case WebifyMe terminates the agreement, it shall handover the entire project related IPR, work done till date, and source code to the customer.

#### 9. ENTIRE AGREEMENT AND GOVERNING LAW AND JURISDICTION

This agreement supersedes all oral and written representations and agreements between the parties including, but not limited to any earlier agreement relating to the subject matter thereof.

This agreement shall be construed, interpreted and governed by and in accordance with the laws of India. In case the arbitration proceedings fail, an unresolved dispute between WebifyMe and the customer is subject to the binding laws of India as a first attempt at formal resolution. Should arbitration fail to reach a resolution and either party wish to pursue the dispute further, this shall be conducted within the binding laws of India.

## 10. NOTICE

The parties have caused their common seal to be affixed to these presents and the duplicate, the day and year first hereinabove written.

For **Customer**

For **WebifyMe**

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Authorized Signature

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Authorized Signature

**Mr. Ashish Kumar Maurya**

**Naman Saxena**