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AGREEMENT FOR WEB-BASED SOFTWARE AND MOBILE APP DEVELOPMENT

1. **Authorization.** The Client, *MR. SHAMIM ARFEEN*, Executive Director, *AOSED-An Organization for Socio-Economic Development* authorizes The Company, *MEHEDY HASAN SAGAR*, Managing Director and CEO of *FIFO LIMITED* to develop a **web based software and mobile app development project** for AOSED. The Client authorizes The Company to access Client's web host server to upload and download files as needed from the Client directory for the purposes of creating a website. The Client authorizes use of Client's logo and all brand identification in the creation of the website. The Client also authorizes The Company to submit Client's site to search engines and to any other directories requested by the Client for marketing purposes. If necessary, the Client authorizes The Company to purchase a domain, stock photography, and any other services or materials required for the express purpose of the creation of the Client's website.

2. **Pricing.**
   Pricing for the project are stated in the below table where the total amount will be paid to the company in **3 instalments**. **1ˢᵗ instalment 33% as running money, 2ⁿᵈ instalment 33% as mid-level work payment and final instalment 33% as handover payment, on the day of project handover. 9-month maintenance service period will be started from the day of project handover.**

Item	Cost(BDT)
Field test, Baseline survey form develop, Meeting with stuffs	25,000
Case study, work analysis and total system planning	50,000
Core Development and testing cost	2,50,000
Three years hosting cost	23000
9 month maintenance service cost	27,000
Grand Total (incld. vat)	3,75,000

In word: Three Lac Seventy-five thousand.

3. Completion. The Company will submit final project to Client for approval in writing. If

4. Payment Terms. Until payment is received in full, The Company owns the website access and other project resources created for the project. Once The Company has received payment in full, the website ownership will be transferred to the Client. Any deposits paid by Client will be credited against The Company's fee. After all credits have been applied for Client's deposit(s), payment for work done through the time of invoicing is due upon receipt of invoice.

5. Default in Payment. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

6. Expenses. The Client shall reimburse The Company for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment.

7. Deadlines. The Company agrees to have Client's website completed no later than *04-04-2019.* This deadline can be reached only if the Client has provided all necessary graphics, text content, and logins to The Company by mean time. The Company shall not be held responsible for delays to site development arising out of Client's delays in providing graphics, text, and logins to The Company. If website is not completed by *04-04-2019* due to lack of Client assistance, The Company may
    a) Extend the project deadline or
    b) Close the project and bill Client for work completed or
    c) The Company will create a website using all content that has been provided, and send a final bill for work completed to meet the project deadline.

8. Copyright. The Client represents that all website content including logos, trademarks, photos, illustrations, audio, video, and written content provided to The Company are owned by the Client, or the Client has received explicit permission for use, and do not violate copyright law. Client has also received permission from all individuals photographed to be shown on the web. Each person in photos going online understands that their face will be seen on the Internet. Any names and contact information placed on the website also have been provided with consent from each individual.Client agrees to indemnify and hold The Company harmless against all claims, including but not limited to claims of copyright or trademark infringement, violations of the rights of privacy or publicity or defamation, arising out of use of the work.

9. Ownership of Copyright. The Company acknowledges and agrees that the Client retains all rights to copyright in the subject material.

10. Ownership and Return of Artwork. All content created by The Company and/or her subcontractors for the Client are the property of the Client. Client hereby grants to The Company the right to use a developed by link in their website's footer area
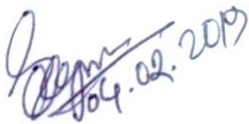
and use the work for demonstration of past work performed via portfolio or advertising.

11. **Cancellation of Work.** In the event of cancellation of this assignment, ownership of all copyrights and any original artwork shall be retained by the designer. Client may cancel work on the website at any time by submitting notice to The Company via certified mail. The Company will halt work upon receipt of certified letter from Client requesting cancellation. At that time, Client will be responsible for paying for all work completed prior to The Company's receipt of cancellation request. The Company reserves the right to refuse service and cancel a website project if necessary, in which case, the balance of the initial payment will be returned to Client after all applicable fees have been deducted for work completed.

12. **Internet Access.** Access to the internet will be provided by a separate Internet Service Provider (ISP) to be contracted by the Client and who will not be a party to this agreement.

13. **Other Electronic Commerce Business Relationships.** The Client understands that the web host, credit card processing services and any other businesses not owned by The Company are not parties to this contract and are separate business entities from The Company. The Client understands that The Company has no control over functionality or availability of website due to the actions or inaction of the web host server, credit card processing, online banking and any other business services the Client uses to transact business over the Internet outside of The Company. The Company makes no representations, warranties or guarantees for any recommendations of other Internet business partners.

14. **Progress Reports.** The Company shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems, encountered, and recommended changes relating to the development and testing of the web site. The Company shall inform the Client promptly by telephone or email upon discovery of any event or problem that may significantly delay the development of the work.

15. **Changes.** The Client shall be responsible for making additional payments for changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description.

16. **Testing and Acceptance Procedures.** The Company will make every good-faith effort to test all elements of the web site thoroughly and make all necessary corrections as a result of such testing prior to handing over the deliverables to the Client. Upon receipt of the web site, the Client shall either accept the web site and make the final payment set forth herein or provide The Company with written notice of any corrections to be made and a suggested date for completion, which should be mutually acceptable to both The Company and the Client.

17. **Sole Agreement and Amendment.** This contract constitutes the sole agreement between The Company and the Client and hereby voids any prior agreements, written or verbal. This agreement may be amended, in writing, by both parties at any time.

18. **No Guarantees.** The Company makes no representations or guarantee as to the amount of traffic to the Client's site or interest generated in the Client's site. The Company makes no representations and does not guarantee an increase in Client sales, nor does The Company promise top listing in any search engine or directory. The Company will use her best efforts to perform under the contract, and makes no representation or guarantee that the site will be accessible by all browser and operating systems.

19. **Electronic Commerce Law.** The Client agrees that the Client is solely responsible for compliance with federal and/or state laws regarding any electronic commerce conducted through their website and will hold harmless The Company and her subcontractors from any claim, causes of action, penalty, tax, and/or tariff arising from the Client's use of electronic commerce.

20. **Confidentiality.** The Company understands that she will be working with confidential Client information and will only release this information to parties directly involved in website creation. Client authorizes designer to release information to third parties requiring access for site creation. This includes, but is not limited to, website and email address user ids and passwords, trade information, and banking information should the Client request online shopping. Upon website completion, Client will change any banking passwords The Company has had access to. If Client chooses not to retain The Company for website maintenance, Client will change ftp, email, and any other passwords The Company has had access to. Client will hold The Company harmless should breach of security occur if Client has not changed business passwords.

21. **Security.** The Company will make reasonable attempts to protect the integrity of the Client website. This includes patching any third party software, such as Content Management Systems, used on the Client's site. However, as this software is not created by The Company, the designer cannot be held responsible for security flaws by the software creators. As no software or server is 100% safe from security breach, the Client understands that the designer cannot be held accountable for all security breaches should they occur. Further, The Company is not held accountable for patching any software that has been installed to the site without The Company's knowledge. The Company will make updates and changes to the site, and provide information regarding the website to the Client and up two of Client's designees (herein referred to as the "points of contact"). Should any other employee or member of the Client's organization contact The Company regarding the website, the designer will contact one or all of the three designated points of contact with the issue. Client shall notify The Company of Client's designees in writing, and shall identify them by name, email address and phone number. Any email requesting changes to the site or information from the site that is not from a point of contact

email on file will be referred to a current point of contact. Points of contact may be changed at any time during the maintenance of the site, provided notice is made to the designer in writing from a designated contact email.

22. **Accessibility, Usability, Cross-Platform Issues.** The designer will do their best to make sites as accessible, useable, and cross-platform as possible. Client understands that some site features will cause a website to not meet these standards 100%. The Client understands that no website will look and function identically all browsers and operating systems and that any attempt to do so is futile. Client will be informed if features requested by the Client will negatively impact website accessibility, usability, and cross-platform use. Client agrees to indemnify and hold The Company harmless against all claims with regard to these matters.

23. **Continuing Website Maintenance and Promotion.** No agreement for continuing website maintenance and promotion is contained in this contract. No website maintenance or promotion will be performed by designer unless all parties reach an agreement to do so and all parties sign a website maintenance or website promotion agreement.

24. **Unauthorized Use and Program License.** The Client will indemnify The Company against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphics programs that require such payments.

25. **Acceptance of Terms.** The signature of both parties shall evidence acceptance of these terms.

Signature of the Client
Date:

Signature of the Company
Date: