SYSNOW
SOFTWARE PVT. LTD.

SOFTWARE PROPOSAL

Dear _____ :

Thank you for the time you have given in allowing us to discuss with you the opportunity how our software may assist your organization in further progressing your productivity and output. As agreed, we are submitting to you information about us and our proposed plan to action for your review.

We at _____ are developers of _____ software and have been recognized as one of the top developers in the industry for _____. We pride ourselves with our success and global recognition of _____.

We understand that each client is unique and therefore we recognize a different approach on how we can deliver properly considering the expectactions of each one. With the mix of our technical expertise and experience, we provide nothing else but excellence.

We also take pride on our outstanding, and no-nonsense client-care services being known as one of the top quality care support specialists globally. With this, we guarantee that any and all your concerns regarding our software will be addressed properly and in a timely manner.

With these to consider, we hope that you would take time to review this proposal and we hope to hear back from you soon.

Yours truly,

Work Background

_____ is a software development company that specializes in providing engineering solutions to business organizations on every scale. Our Company has provided services to a wide range of companies including Fortune 500 companies, helped them to get online on multiple platforms.

Mission Statement

Our mission is to provide the best service to our clients in order for them to realize their aims, goals and grow their business using our high-quality solutions provided by our skilled team of designers.

Vision Statement

Our vision is to become a leading solution provider globally in the competitive market with providing the best services to our clients.

Terms and Condition

This Software Development Proposal shall become effective in the event that the parties mutually consent on working together. On the effective date of this proposal herein, the parties shall consent to the below mentioned terms and conditions to govern the Software Development Agreement which shall become effective between the parties;

This Agreement is signed by and between;

_____ ("the Client") , having its principal place of business at _____, _____, _____

_____ ("the Developer") , having its principal place of business at _____, _____, _____

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows;

1. **Scope of Work and Specifications**

The Developer agrees to provide the following services to the Client with the following specifications :

2. **Duties and Responsibilities**

The Client hereby agrees to engage the Developer and the Developer agrees to be engaged by the Developer to develop the software in accordance with the scope of work mentioned above.

The Developer agrees to complete the work according to the work schedule stated below:

The Developer agrees to complete the product on the final delivery date which is _____ in accordance with the work schedule.

For a period of _____ days after the final delivery of the product ("**Delivery Date**"), the Developer agrees to provide the Client with answers to any questions or assists in solving any problems with regard to the operation of the product up to _____ hours free of charge and billed to the Client at a rate of _____ per hour for any assistance thereafter. The Developer agrees to respond to any reasonable requests and questions for assistance made by the Client regarding the product within _____ of the request. Except for the expressly stated in this Agreement herein, the Developer is not obliged to provide any further support or assistance to the Developer other than this provision herein.

The Developer agrees to provide _____ reports to the Client regarding the findings and recommendations on the process of the product.

If the product delivered does not comply with the specifications mentioned above, the Client shall notify the Developer in writing within _____ of the Delivery Date and state the ways on which it does not conform with the Specifications.

The Client shall provide the Developer with a written notice in case the Client is satisfied with the product in order for it to be the acceptance notification of the product in _____ days after the Delivery Date ("**Acceptance Date**").

3. Payment Terms

The Client agrees to pay the Developer a purchase price of _____.

Payment shall be made by _____.

The Client accepts and agrees to reimburse the Developer for all the reasonable expenses incurred by the Developer during the development of the Product on behalf of the Client.

The Developer agrees to notify the Client in writing and seek for a written consent for the expenses to be billed to the Client.

4. Ownership of the Software

The Developer agrees that the Product is the sole property of the Client.

The Developer hereby assigns the Client, without further compensation, all of its rights, titles and interests in and to the Product and any and all related intellectual property rights in the United States and elsewhere.

The Developer hereby agrees to keep and maintain adequate and current written records with respect to the Product (in the form of sketches, notes, drawings and as may otherwise be specified by the Client) which records shall be available to the Client at all times and shall remain the sole property of the Client at all times.

The Developer shall assist the Client in obtaining and enforcing legal protection for the intellectual property rights of the Product in any country. Upon request, the Developer shall sign all applications, assignments, instruments and papers and perform all acts necessary or desired by the Client to assign the Product fully and completely to the Client and to enable the Client, its successors and assigns and nominees to secure and enjoy the full and exclusive benefits and advantages thereof.

5. Independent Contractor

It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency.

Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

6. Change in the Scope of Work and Specifications

The Parties may suggest reasonable changes to be made to the Specifications, to the Scope of Work and the tasks associated with the implementation of the Specifications.

If the Client requests such changes, the Developer shall use its reasonable and best efforts to implement the requested changes with no additional cost to the Client and without delaying delivery of the Product.

In the event that the Developer requests a change and the change requires a delay in delivery of the Product or would result in additional expense to Client, then the Client and Developer

shall confer and the Client shall, in its discretion, elect either to withdraw its proposed change or require the Developer to deliver the Product with the proposed change and subject to the delay and/or additional expense.

No changes shall be made unless in writing and agreed upon by both parties.

7. Confidentiality

The Developer acknowledges that all material and information supplied by the Client which has or will come into the Developer's possession or knowledge of the Developer in connection with its performance hereunder, is to be considered the Client's confidential and proprietary information (the "Confidential Information").

By way of illustration, but not as a limitation, Confidential Information includes the Software, trade secrets, processes, data, knowhow, program codes, documentation, flowcharts, algorithms, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs, and employee and customer lists.

The Developer's undertakings and obligations under this Section will not apply, however, to any Confidential Information which:
(i) is or becomes generally known to the public through no action on the Developer's part,

(ii) is generally disclosed to third parties by the Client without restriction on such third parties, or

(iii) is approved for release by written authorization of the Client.

Upon termination of this Agreement or at any other time upon request, the Developer will promptly deliver to the Client all notes, memoranda, notebooks, drawings, records, reports, files, documented source codes and other documents (and all copies or reproductions of such materials) in its possession or under its control, whether prepared by the Developer or others, which contain Confidential Information.

Developer acknowledges that Confidential Information is the sole property of the Client. The Developer agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause the Client irreparable damage.

The Developer agrees to use best efforts to hold Confidential Information in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder,

to release it only to the Developer's employees or contractors with a need to know such information and not to release or disclose it to any other party.

The Developer further agrees not to release such information to any employee or contractor who has not signed a written agreement between the Developer and the employee expressly binding the employee not to use or disclose the Confidential Information, except as expressly permitted herein.

The Client shall be listed as a third-party beneficiary of any such agreement. Developer will notify the Client in writing of any circumstances within its knowledge relating to any unauthorized possession, use, or knowledge of such Confidential Information.

At any time, upon request, the Developer will return any such information within its possession to the Client.

The Developer acknowledges that the Client's purpose in pursuing the development of the Product is to gain a significant competitive advantage over competitors operating without such the Product and that such advantage will be jeopardized if such competitors learn of the Client's negotiations with the Developer or the performance by the Developer of its obligations hereunder.

Accordingly, the Developer agrees to keep such negotiations and performance of its obligations hereunder strictly confidential and not to disclose any information to any third party or entity without the prior written permission of the Client.

8. Warranties

The Developer warrants that for a period of _____ following acceptance, the Product shall operate substantially with regard to the Specifications stated in this Agreement herein.

Any material breach of the warranty stated in this provision in addition to any other remedy to which the Client is entitled, the Developer shall take all action necessary to cause the Product to operate in accordance with the warranty.

The Developer warrants that:

The development and delivery of the Product under this Agreement does not infringe any other Agreement that the Developer has with another third party.

ii. The Product shall not violate the intellectual property of any other party or person.

iii.For a period of _____ after the Delivery Date, the Product shall operate in accordance with the Specifications. If the Product malfunctions or in any way does not operate conforming to the Specifications within that time, then the Developer shall take any reasonable necessary steps to fix the problem and ensure that the Product operates with regard to the Specifications.

9. Indemnification

The Developer agrees and understands that the Client shall be indemnified, defended and protected from and against any and all lawsuits and costs of every kind of pertaining to the Product including reasonable legal fees due to the Developer's infringement of intellectual property rights of any third party.

10. Term and Termination

a. This Agreement herein shall commence on the effective date of _____ and continue until all the obligations set out in this Agreement are fulfilled or until earlier terminated as provided herein.

b. If any of the Parties requests an early termination of this Agreement, the Party requesting an early termination should provide a _____ prior written notice to the other Party.

c. This Agreement shall cease upon the occurrence of any of the following events:

i. In the event either party defaults in any material obligation owed to the other party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following at least thirty (30) days' written notice to the defaulting party;

ii. Either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party and the proceeding is not dismissed within _____ after commencement.

iii. The Developer dies or becomes disabled.

d. Confidentiality clause of this Agreement herein shall survive the expiration or termination of this Agreement. In the event of early termination due to the Developer's default or the death or disability of the individual(s) identified above, the Developer agrees to deliver the Product then completed.

e. If the Agreement is terminated due to the death or disability of the Developer, then the Developer (or the Developer's executor, administrator or other representative) shall deliver that part of the Product then completed, provided payment is made by the Client for such completed part.

11. Miscellaneous

a. No waiver: The failure of a party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.

b. Assignment: The rights, duties and privileges of the Developer shall not be transferred or assigned by it, in whole or in part, without the prior written consent of the Client.

c. Entire Agreement: This Agreement constitutes the entire agreement between parties as to the subject matter hereof and supersedes all prior understandings or agreements whether oral or written. This Agreement may be modified only by a written instrument signed by the parties hereto.

d. Successors: This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
Severability: If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will

remain in full force and effect as if such invalid or unenforceable term had never been included.

e. Governing Law: This Agreement herein and interpretation of its provisions shall be governed by and construed in accordance with the laws of the State of _____ and subject to the exclusive jurisdiction of the federal and state courts located in _____, _____.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates below written.

Developer   **Client**

Date   **Date**

Signature   **Signature**