

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made and executed on this ____ day of April, 2021 at Silchar, Assam

BETWEEN

Sri **PROBIR MODAK**, S/o. Praneshwar Modak, permanent resident of Kathal Road, Silchar, Mother Teresa Lane, P.O. & P.S.- Silchar, Dist.- Cachar, Assam, Pin-788005, by faith- Hindu, by Prof.- Business, by Nationality- Indian, hereinafter called the “FIRST PARTY/BUYER” of the ONE PART.

AND

Sri **Imdadullah** , S/o. **Idrish Ali** , permanent resident of Vill – Besimari , Dist – Darrang , Assam Pin Code -....., by faith- Muslim, by Prof.- Business, by Nationality- Indian, hereinafter called the “SECOND PARTY/SOFTWARE DEVELOPER” of the OTHER PART.

WHEREAS the First Party/Buyer is looking for software to run its business on a digital platform and approached the Second Party to prepare the software, and the Second Party has accepted the offer of the First Party under the following terms and conditions:

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:

1. The Second Party shall design, develop, and implement applications according to the functional specifications and related information. The Software, including all versions in either source code or object code form, shall be delivered to the First Party by the Second Party.
2. The Second Party agrees that the Software shall be the sole property of the First Party. The Second Party hereby assigns to the First Party all of its rights, title, and interest in and to the software and all related patents, patent applications, copyrights, copyright applications, trademarks, and trade names in India and elsewhere.
3. The Second Party will keep and maintain adequate and current written records with respect to the software in the form of notes, sketches, drawings, and as may otherwise be specified by the First Party, which records shall be available to and remain the sole property of the First Party at all times.
4. The Second Party will assist the First Party in obtaining and enforcing patent, copyright, and other forms of legal protection for the Software.
5. The Second Party will sign all applications, assignments, instruments, and papers and perform all the acts necessary for the First Party to assign the Software fully and completely to the First Party and to enable the First Party, its successors, assigns, and nominees to secure and enjoy the full and exclusive benefits and advantages thereof.
6. The First Party may request changes to the specifications or other aspects of the Agreement and tasks associated with this Agreement. In the event of any request by the First Party, the Second Party will use its best efforts to implement the requested change at no additional expense to the First Party and without delaying the delivery of the Software.
- 6 The First Party may request changes based on the features mentioned in the agreement of the project during the testing phase. After the delivery of the testing phase, for any major changes, the First Party shall pay an additional cost. Minor changes will be done free of cost.
- 7 The Second Party acknowledges that all materials and information supplied by the First Party which has or will come into the Second Party's possession or knowledge in connection with its performance hereunder are to be considered the First Party's confidential and proprietary information.

- 8 The Second Party acknowledges that the First Party's purpose in pursuing the development of the Software is to gain a significant competitive advantage over competitors without such Software and that such advantages will be jeopardized if such competitors learn of the First Party's negotiation with the Second Party. Accordingly, the Second Party 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 First Party.
- 9 The Second Party warrants that if any problem arises in the functioning of the software, the Second Party will take all necessary steps and provide all technical support free of cost for a lifetime to the First Party, provided that the code used by them matches that of the software.
- 9 The Second Party warrants that if any problem arises in the functioning of the software, the Second Party will take all necessary steps and provide technical support free of cost for up to 2 months (this does not include feature modifications and addons). After this period, the First Party will have to pay a maintenance fee for any further technical support.
- 10 The Second Party warrants that the Software will not infringe upon any copyright, patent, trade secret, or other intellectual property interest of any third party. The Second Party will indemnify and hold the First Party harmless from and against all such infringement claims, losses, suits, and damages including, but not limited to, lawyer's fees and costs, and shall promptly following any bona fide claim of infringement, correct the Software so as not to be infringing, or secure at its own expense the right of the First Party to use the Software without infringement.
- 11 The rights, duties, and privileges of the Second Party shall not be transferred or assigned by it, in whole or in part, without the prior written consent of the First Party.
- 12 This Agreement shall be binding upon and ensure to the benefit of the successors and permitted assigns of the parties hereto.
- 13 The Second Party will not be responsible for any other services such as Third-party API, Payment Gateway, Hosting, Domain and any other content etc.
- 14 The agreement will be void and null, and the Second Party will not be responsible for the security and other concerns if the First Party acquires another developer for any of the changes during the service duration.

WORKFLOW AND FEATURES

The Project will contain

- (1) Android Application (React Native)
- (2) Admin Panel along with Teacher Panel
- (3) Frontend Website

The project will contain these features in the App and Web Panels

- Multiple content types (Video courses, Live classes, Text courses)
- Free & Paid classes
- MCQ Test (Both in courses and separate)
- YouTube, Vimeo, and Direct upload on server
- Google calendar integration (First party will provide API If needed)

- Meeting & webinar reminders (In the app though the banner)
- User permissions (Internet, File, Notification)
- Built-in accounting system (Course purchase only)
- Noticeboard
- Subscribe system (Course purchases)
- Offline payment (From Admin)
- SMS & social login (First party will provide API If needed)
- Multiple live class systems support (YouTube)
- Multilanguage (First party will provide API If needed)
- Affiliate & Referral system
- Multi-language content (Will be uploaded from Admin)
- Tutor Finder (First party will provide API If needed)
- In-app live classes (YouTube)
- Reward Points
- Forum & Community
- Course Statistics & Analytics
- Course Access Period
- Manual Enrollment
- Course Bundle
- Frontend Article Submission
- Online PDF Viewer
- Change Colors & Fonts from Admin Panel (In the article section only)
- Course Notifications & Reminders (Firebase)
- Device Limit (Avoid Duplicate Login)
- Coupons
- Quiz Question Bank
- Upcoming Courses
- Course Waitlist
- Installment & Partial Payment
- Jitsi Meeting Support (First party will provide API If needed)
- Razorpay and Phonepe Payment gateway
- Top & Bottom and few space for Advertisement Bar
- Private Courses (Universal)
- Course Capacity (Universal)
- Maintenance/Coming Soon Modes
- Update from Admin Panel
- Instructor Profile

PRICING AND PAYMENT TERMS

The total cost for the project is **₹55,000** (Rupees Fifty-Five Thousand Only).

The payment will be made in the following milestones:

Advance: **₹10,000** (Rupees Ten Thousand Only) upon signing this agreement.

After Development: **₹25,000** (Rupees Twenty-Five Thousand Only) upon completion of the development phase.

After Testing: ₹20,000 (Rupees Twenty Thousand Only) upon successful testing and deployment of the software.

IN WITNESS WHEREOF, both parties have signed this Deed of Agreement, fully understanding its true import, in full sense and good health on the day, month, and year herein first mentioned in the presence of the witnesses.

Witnesses:

_____ Signature of the First Party

_____ Signature of the Second Party