

MOBILE SOFTWARE AGREEMENT

This Software [Scope of Service] Agreement ("Agreement") made on [Date Created], is created between [Your Company Name] with its principal place of business at [Your Company Address] ("Developer"), and [Your Client Company Name] with its principal place of business at [Your Client Company Address] ("Client").

The Developer and the Client are each referred to as a "Party" and, collectively, as the "Parties" and agree as follows:

2. Services and Payment

[Your Company Name] agrees to engage in and complete the services for [Your Client Company Name], in line with the [Service Details] of the mobile application 'Scheduler' ("Product"). In exchange, the Client agrees to compensate the Developer following [Payment Terms].

The Developer has agreed to work for hire for the Client, to create the Product within a duration of one (1) year. Services include the design, development, testing, implementation, and maintenance of the Product. The Client has requested that the Product should be available in both iOS and Android devices and that it should have real-time online and offline daily scheduling features and automatic updates once connected to the Internet. The Product is designed to help with the daily tasks of the Client's internal stakeholders, and should only be exclusive for the Client; it should not be sold commercially.

In the event that the Developer performs and the Client pays for the services, without a schedule or any written agreement, will constitute as work and will be governed under the terms and specifications of this Agreement. The Developer agrees to deliver the Product to the Client one (1) year after the commencement of its services.

3. Ownership; Rights; Confidential Information

3.1. The work that the Developer performs for the Client, including design, development, testing, implementation, and maintenance of the Product, has been exclusively commissioned by the Client and constitutes work made for hire for the Client under applicable copyright laws. Thus, the Developer agrees that the Client owns the intellectual property rights of all the work performed hereunder for copyright purposes. However, this excludes patented and trademarked technologies, inventions, innovations, models, concepts, techniques, among others, that have been independently developed by the Developer outside of this Agreement. The Developer will turn over to the Client, all rights, titles, and interests (including trademark, copyright, patent, trade secret, mask work, and sui generis database rights) in connection with the software services specified in this Agreement.

3.2. Unless otherwise stated in this Agreement, the Developer gives the Client nonexclusive, limited rights to all independently developed technologies, inventions, and others of the same nature used in the development of the Product specified in this Agreement. However, if the Developer fails to provide the necessary documents regarding the Client's limited rights to the independently developed technologies, then the Client will own rights, titles, and interests to the said technologies related to the developed Product.

3.3. The Client and the Developer have a Mutual Agreement, prohibiting them from releasing proprietary and confidential information to third parties. Both Parties have agreed that all confidential information, including independent company information, client information, technologies, data, and other sensitive information, accessed and used in the development of the Product will be kept in strictest confidence at all times during and after the term of this Agreement.

3.4. The Developer is prohibited from issuing press releases or publicity relating to this Agreement unless written authorization from the Client is provided. The Developer is further prohibited from using the Client's name or trademark in advertisements, including brochures, websites or other marketing materials unless otherwise stated in this Agreement or written authorization from the Client is procured. The Developer should follow the marketing specifications or guidelines stated in the said written authorization or from this Agreement during authorized promotions.

4. Warranty; Relationship; Termination; Notice

4.1. The Developer warrants that it has the right and authority to enter into and perform the obligations stated in this Agreement. The Developer warrants that the services to be delivered and technologies and materials used in the development of the Product do not infringe or misappropriate other parties' copyright, patent, trade secret, trademark, or other proprietary rights, and is free from claims, lien, interests, and others of the same nature. Furthermore, the Developer warrants that the work will meet the specifications demanded by the Client, and the applicable federal, state and local laws and regulations. The Developer further guarantees that the Product delivered to the Client is complete, functioning, without viruses and other issues that may affect its integrity and functionality.

4.2. The Developer is an independent contractor to the Client and will perform its services under a work for hire basis. The Developer is only legally bound to perform services as specified in this Agreement. Should the Client demand or request work not included in this Agreement, it will immediately constitute as official work part of this Agreement, which constitutes additional payment from the Client. The Client cannot demand the Developer to perform services not specified in this Agreement unless otherwise stated in another written agreement or document from the Developer.

4.3. The Parties agree that termination of this Agreement will be effective sixty (60) days after a written notice is submitted from either Party. Both Parties can terminate this Agreement for reasons, including bankruptcy, legal litigations against the other Party, seizure of operations against the other Party, and others of the same nature. Both Parties also agree that this Agreement will immediately terminate once the specifications and obligations of both Parties specified hereunder are completely delivered.

4.4. Both Parties are required to send notice of termination, change, and other actions through the mail and email thirty (30) days before its effectivity date. Failure to send any type of written notice to the other Party will not merit any actions towards, on or against this Agreement and the Product.

5. Settlement of Disputes, Governing Law & Arbitration

- a. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
- b. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
- c. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
- d. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
- e. The cost of arbitration proceedings shall be equally borne by both the parties.
- f. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

6. Next Steps

1. After this Agreement is signed by both Parties, the Developer will proceed with the consulting stage wherein concepts and ideas for the Product will be discussed with the Client. Both Parties will agree with the design, interface, features, and other matters relevant to the development of the Product.

2. The Developer will produce a mockup of the design for the Client to assess. Necessary changes to the design of the Product will be gathered on this stage.
3. Once initial changes are applied, the Developer will develop the Product prototype that the Client can test and use firsthand. Changes and improvements for the Product will be gathered during this stage.
4. The same process of improvement will recur until the final design and functionality as per the Client's preference are achieved.

IN WITNESS WHEREOF, each of the Parties has executed this Software [Scope of Service] Agreement, both Parties by its representative, as of the day and year set forth below.

[Your Company Name]

[Your Company Representative Name]

[Your Company Representative Signature]

[Date Signed]

[Your Client Company Name]

[Your Client Representative Name]

[Your Client Representative Signature]

[Date Signed]