Reference :   **WE 13E / MKT- XXX / 2013####**

To,

M/s ABC XYZ Ltd.

Building # 111, Floor ##, Premises ##
Road ABC
Mumbai 400001
Tel: +91-23456789

Dated   :   01 January 2013

Subject :   **Agreement / Quotation** - Software for xxx

Dear Sir(s) ,

This is in reference to your requirement for automation of your xxx processes and discussions in lieu thereof.

We are pleased to submit **Annexure I** (enclosed herein) --- which has our Quotation and the Standard Terms and Conditions of the Agreement for the development of the said software.

We trust that you will find the same in order.

Kindly stamp and counter sign a copy of the same as a token of your acceptance to this quotation and agreement and to the terms and conditions set within as also to the referenced Annexures.

Should you require any further clarification(s) and/or information from us, please do revert.

Thank You,
With best regards,

For *Windfall Enterprises*
Dipesh Dholakia -- *Partner*

Encl.:   a/a

Annexure I

Agreement and Quotation

Annexure included :

IA   **Scope of Project**

A. Windfall Enterprises (WE)

Windfall Enterprises (WE) implies the corporate entity M/s Windfall Enterprises (a partnership firm incorporated in 1994 in India).

B. Scope of Services

The Scope of Services would include :

- Analysis &/or development of BRS/SRS (Business and System Requirement Specs);
- Development of Code on acceptance of BRS/SRS by the client
- Testing and QA (Quality Assurance)
- Deployment and hosting on the web
- Initial Training and skill transfer to any two batches
- Submitting all deliverables detailed in 'Deliverables' clause
- Signoff

C. Scope of Project

Please refer Annexure **IA**.

D. Salient Features

We recommend that you consider development of the said software package on ASP.net frameworks version 4.0, using C# as the code behind and with SQL 2012 as the backend. The software would be centralized and browser based ; i.e. code and database will reside on the server and clients only require a browser like IE to access the software.

Using asp.net frameworks, configuration will be limited to the main server (We will configure IIS and SQL) and we are free from the hassles of maintenance and addressing operating system, virus definition etc. of all client/ user machines who log into the server.

All our solutions are 100% web based and   **operating system independent**. **A**nytime, **A**nyplace **A**ny operating sytem **A**ccess (AAA) is guaranteed and being web based, multi site operations are implicit and inherent – not requiring any synchronizations or special operations / processes.

In short maintenance is a breeze. Up-dation of code is also much easier and without disruption. This is unlike a client server model, where every addition/change (new report, feature change, bug resolution etc.) would require all user machines to be updated. In our case we only need to change the code on the server. Users would not be inconvenienced and the change operations would be conducted in the background.

It is like using gmail / naukri / monster and such applications. **No** specific IT resources are required by the client. All resources are on the web. Even data backup is automated.

The software package will be developed keeping in mind the technical aspects as well as the functional aspects. Functional aspects will be rigorously analyzed for generality and extensibility.

We will provide an extremely user friendly graphical interface. Operators conversant with the functional requirements will find it very easy to work productively on the software from day one

The software will be dynamic in nature. Hard coding will be minimum to allow for ease of future expansions. The module(s) will be integrated and have extensive error trapping facilities. This will minimize errors due to Data Entry (human errors).

Software will be **html 5 compliant** and so will work on all popular browsers like Google Chrome , Internet Explorer (Microsoft), Opera, Mozilla Firefox and also Apple Safari.

E.   System Enhancement

New feature(s) will constitute a separate scope of work and chargeable as per standard man hour rates or as otherwise agreed. Unless noted otherwise, the clauses set out in this document and related annexures would apply.

F.   Variation

We will <u>freeze</u> system requirements before actual coding to ensure that unnecessary re-engineering is not required. Variation of specification(s) after due approval will constitute a separate scope of work.

G.   Infrastructure required

We will be providing the solution on a Microsoft platform.

Hosting : We provide all our clients, the option to host on our dedicated servers in India / Singapore (www.Net4.in – Mumbai , www.cybersite.com.sg -- Singapore). There is **no** add on cost for this. You may however opt to host with any ISP (or even internally on your own server) of your choice. We have been using these ISP for more than 5 years now and have been pleased with their >99.5% uptime.

Again – we are not ISP centric, and are open to hosting on any ISP of your choice. Minimum Software, Hardware specs of the server -- as under must be met.

The following 2 clauses on machine specifications, are applicable **only if** you opt to host with a separate ISP / on your own server.

Software : Development will be on ASP.net (v4) frameworks with SQL 2012 as the backend. Third party controls and our library of components (developed by us over the years) will be used for a rapid ramp up.

Hardware: Server will be on Intel platform. Proposed that the server be at minimum a i3 machine with 4 GB RAM and 200 GB HDD (or higher configuration) free.

Server Software : Windows 2008 operating system, MS SQL 2012, MS Office 2010 are software pre-requisites on the server. A firewall / anti virus is also required.

User machines (Clients) configurations are minimal as they are only using a browser. Bandwidth would decide speed. <u>A robust LAN is assumed</u>. Networking is not part of our scope.

H.   Security and Data

At no point in time do we have access to **any** your data. All your data is completely in your control and belongs **solely** to you. Backup of the same is automated, requiring no manual intervention -- on a pre-defined frequency – usually weekly and incremental daily backup. This backup is mirrored and co-located to ensure a robust Disaster Recovery plan.

Additionally, if you wish, you may at any time, without intimation to us, back up the data in standard xml / sql / excel formats without any assistance from us – on your own server, remove-able hard disk etc. All data is in a ***non-proprietary*** format and can connect to other systems / ERP etc.

Critical data will always be **encrypted** using standard SHA 256 encryption.

After deployment, none of our employees will have access to your software and / or be aware of your login / passwords. Whenever assistance is required for resolution of any issue, you will be required to give us a temporary login / password.

NOTE : Statistically, most data theft (~ 90%) is internal embezzlement.
Irrespectively, to protect our client's data, all our software solutions are protected through multiple layers as enumerated herein below. This ensures that access is bona-fide and rogue elements do not access your data.

- **IP lock** – only computers sending in a request from registered static IPs will be granted access. This is like a geographic footprint. Only requests made from your office computers will be passed.
- **MAC lock** – Only those computers will be granted access whose MAC code is registered. i.e. The Network card and Hard Disk # of the computer matches what is registered on the server. Un-authorised laptops etc. are denied access.
- **Time lock** : Some users will be limited to Mon – Fri 9am – 5 pm access, while Directors and Senior Management may be granted a 24x7 access.
- Basic **Login / password** protection.
- **Digital Certificates / usb token** : Optional layer --You may additionally opt to add this layer of protection wherein only users with a physical token can access the system. Alternately only machines having a digital certificate can access the system.
- **Mobile OTP** : If you are having very sensitive data, we can deploy the concept of OTP (One time password) like banks. A one-time password is sent to the user's mobile &/or meail (provided he/she passes the above security clearances). This password is valid for one use or for 'n' hours (as per your input). This ensures a 2 level security of – what you know (like password) and what you have (like a mobile).
- **Roles – Tasks :** Once access is granted, then the concept of user roles comes in. So based on the seniority (role) of the user, he/she will be granted / denied access to forms / data as per business rules. e.g. A Sales Rep will only be able to view his data. A Region Manager will be able to view data of the region assigned to him/her and data of all the sales reps reporting to him/her. Directors will get a bird's eye view of all branches etc.
- As indicated above, critical data will be **encrypted** (SHA256)

If a user is travelling, IP lock / mac lock etc. can be over-ridden by the Admin for a specific time frame.

I. Methodologies

We will follow highly **modular** and internationally accepted methodologies and tools (which is vouched through **_e-recruit and GAINS_** -- shrink wrapped products developed by us). This will ensure reduced post development modifications to a large extent. Development time and cost is consequently kept within control.

J. Test plans and QA

Apart from Unit and Integration tests, we will also conduct Module Tests and User Interface tests to conform to usability standards. These test plans are devised by our QA department under the supervision of an accredited CISA. This will ensure that your software will be able to take the load of increased transactions while maintaining speed as your business grows.

K. Skills Transfer

Training would be imparted at any one site. Technical training would also be imparted either at our site or alongside with the user training.

L. Documentation and Manuals

We will provide comprehensive documentation in an electronic format viz. User Manual,   and Help documentation. This will allow users to easily locate the various elements of the system and there will be less dependency on any individual(s).

M. Deliverables

The following deliverables will be made available to you in a *digital* format :-

- SRS / BRS consisting of the following

    - system overview and functionality
    - database structure
    - brief description of each function/program
    - screen formats
    - report formats

- Documentation, as detailed in the said clause
- *Compiled* exe with all related files (dll etc) which are required.

    We will **not** be submitting any code in native format. IPR protection clauses will limit you from decompiling and reverse engineering our code, including but not limited to : functions, classes, form and report code pages, document libraries, macros, sql scripts, stored procedures, triggers and all relevant functions .

N. Performance Warranty

We warrant our code. In the rare event of *bugs* being found in our code, after the Defects Liability period, we will rectify the same at no extra cost, as long as you are in AMC with us.

O. Zero Date

Zero date is defined as the date on which we receive the first slab of payment as defined in the *Payment Terms* clause.

P. Launch Ready Date

Launch ready date is defined as the date of successful installation at site.

Q. Defects Liability period

Defects Liability period is defined as ***ninety*** days from the *Launch ready date*. If defects are found within this period, then the Defects Liability period gets extended by a further ***thirty days***. This ensures near zero defect free handover.

R. Time Frame

We conform to achieving of *Launch Ready Date* of the above-defined *Scope of Work* within a time frame of approximately ***xxx months*** after zero date. We will try our best to further compress this time frame to the maximum extent feasible. The dry run would commence on or before *xxx* days after Zero Date. The BRS / SRS deliverable would be at ~ *xxx* weeks from zero date.

S. Standard Man-hour rate

For this project, our standard man hour rate will be Rs. 500 per hour (~ US$ 11 per man hour). This rate is fixed till **31st December 2013**, subsequent to which a maximum **20%** increase per annum is expected.

This man hour rate has no material bearing on the original project cost as the quote is a Lump sum figure. It is intended for estimation in case of change(s) / addition(s) in scope of work.

Kindly note :
- We do not index our rates further on account of secretarial, admin or other overheads
- One man-week = 8 man-hours/day * 5 days = 40 man-hours
- One man-month = 4 man-weeks = 160 man-hours
- Billing is in minimum units of 4 hours.

A man-month is accordingly Rs. 80,000 ~ **US$ 1,600 per man month.**

T. Price

The total cost for giving you a complete solution defined in the Clause : *Scope of Services* will be a lump sum figure of **Rs *xxx* .** Service tax is applicable additionally as per prevailing rates.

We do NOT index our charges further on account of Administrative or Secretarial overheads. International travel costs will be additional, and would apply at actuals as per conditions laid out in the 'Site Visit' clause.

After successful deployment and training, the client (M/s RSFL) will at their **sole** discretion review the project and based on the deliverables submitted, decide in good faith on the payment of a **performance bonus** of Rs *xxx* lacs to the vendor (M/s Windfall Enterprises).
The performance bonus is **not** mandatory, nor a statutory requirement and is completely optional and to be **solely** decided by M/s RSFL.

U. Validity

This quotation is valid for a period of 60 (Sixty) days.

V. Taxes

All taxes are included in the price quoted.

W. **Payment Terms**

1. **Rs xxx advance** with Purchase Order
2. **Rs xxx** on achievement of milestone 1 – viz. BRS / SRS
3. **Rs xxx** on successful deployment of dry run
4. **Rs xxx** on delivery of code and reports. At the end of the Defects Liability Period.

X. **Mode of Payment**

Either by cheque, draft or wire transfer / RTGS. Payment may please be remitted in favour of "Windfall Enterprises". Bank charges / commissions if any will be to client's account at actuals.

Y. **Support Policy**

Support will be extended free till the Defects Liability period. This will ensure that you go live and are able to continue maintenance of your systems and add transactions without any support from us. Additional Support will be provided as per the terms and conditions of the AMC (Annual Maintenance Contract) as defined under *Annual Maintenance Contract Clause*.

Z. **Annual Maintenance Contract (AMC)**

Annual Maintenance Contract (AMC) will come into effect after the Defects Liability Period and will be chargeable at a Lump Sum value of **Rs xxx** per annum (usually 15 - 20% of contract value).

AMC value is payable in advance. AMC hours may **not** be used for data entry or for operating system related issues or for running of your day to day business operations. AMC hours may however be used for assistance in configuration of system, training and related uses.

AMC includes unlimited support on phone and through email / remote desktop etc.

AA. **Site Visits**

Site visits are visits to all towns/cities outside greater Mumbai.

All charges for **additional** site visits would be payable at actuals by the client. These would include visa charges, travel insurance, international flight (economy), hotel charges, per diem expenses of US$ 100 per day.

BB. **Timelines**

Contingent on the zero date (defined above) being   **xxx 2013**, the following timeline will be adhered to:

SRS / BRS submission :	**xxx** days	<= **xxx 2013**
Draft working exe :	**xxx** days	<= **xxx 2013**
Launch ready date :	**xxx** days	<= **xxx 2013**
Dry Run :	From **xxx** onwards	

CC. Non competing clause

We warrant that we will not be involved in any business or activity, which is inimical to the development of your project. We will not directly or implicitly deal in any manner, which will retard or negatively impact the success of your project.

Equally, your firm warrants that it will not make any offer of employment (part time, contractual, project based or otherwise) to our personnel for a period of at least 12 months after Defects Liability period, either directly or implicitly through any subsidiary or related firm.

DD. Non Disclosure Agreement (NDA)

We warrant that all information, physical or digital, provided by you in connection with the development of this project will be treated as confidential and not be accessible to any individual or body corporate outside our concern. All information will be made available to our personnel on a strictly 'need to know' basis. All team members will strictly adhere to this NDA. Subsequent to the closure of the project, all your sample data will be destroyed and no copy will be kept as an archive with us.

EE. Intellectual Property Rights

We retain all and exclusive rights to all the code developed for this project. You, the client, may not reverse engineer or decompile any of the code whatsoever. The compiled exe is solely for your personal use (firms/companies belonging to the xxx Group and its associates). You may not commercially exploit the code in any manner whatsoever.

FF. Arbitration

Any dispute or difference whatsoever arising out of or in any way touching or concerning the agreement between us, shall be subjected to a mutually agreed arbitrator whose decision shall be binding on the parties. In case of inability to appoint the arbitrator within one month of demand for the appointment of the arbitrator by either party the provisions of the Indian Arbitration Act 1996 and the rules there under as amended shall apply for arbitration.

GG. Jurisdiction

All issues will be subject to the exclusive jurisdiction of the courts of **Mumbai**, India.

HH. Force Majeure

'Force Majeure' clause will apply and will include (but not limited to) the following :
War or hostilities; riot or civil commotion; earthquake, flood, arson / fire or other natural disasters; strike or lock-out.

Execution and Agreement to aforesaid terms and conditions on next page.

In acceptance to the terms and conditions set forth herein above and to those contained in the Annexures referred herein above, the parties have set their signatures and seals below on this
xxx day XXX of 2013

For,
M/s Windfall Enterprises

Mr. Dipesh Dholakia
Partner

For,
M/s ABC XYZ Ltd.

Mr. aaa bbb
Director

ANNEXURE   I A

SCOPE OF PROJECT

Please refer attached file named : 'xxx.pdf'