

Memorandum of Understanding (MOU)

This Memorandum of Understanding ("MOU") is made and entered into on [date], by and between:

[Your Company Name] ("Service Provider"), having its registered office at [address], and

[Client's Name] ("Client"), having its registered office at [address].

1. Scope of Services

The Service Provider agrees to provide the following deliverables to the Client:

1. Two Android Applications:

- **Customer Application:** Designed for end-users.
- **Partner Application:** Designed for partners to manage their activities.

2. Admin Panel:

A centralized web-based admin dashboard for managing both applications.

2. Development Specifications

The deliverables will include the following features and modifications:

1. UI Customization:

Both applications will be tailored according to the design and details provided by the Client.

- No new functionality will be developed except the **subscription feature for posting blogs & videos** and a **direct video-upload option for registered partners** in the Partner Application.

2. Partner Registration Form Modification:

- The form will be updated to include multiple occupation options as provided by the Client.
- The Client must submit the complete list of occupations at the initial stage.
- These occupations will be displayed in both the Partner and Customer Applications.

3. Customer Application Functionalities:

- All existing functionalities in the Customer Application can either be **hidden, displayed, or moved to another page** as per the Client's requirements.

4. Live Button on Home Screen:

- The **Live button** in the bottom navigation of the Customer Application will display content fetched from the **static IP address** provided by the Client.

3. Post-Delivery Collaboration

Feature Implementation and Improvements:

- The Client will pay a fixed amount of **₹25,000 (Rupees Twenty-Five Thousand)** per month to the Service Provider for implementing additional features and application improvements. The payment shall be made in advance between the 1st to the 10th of each month.
- The payment will remain fixed for every month unless mutually revised after the agreed stability period.
- The stability period for evaluating initial deliverables will be determined mutually upon project delivery.

4. Responsibilities of the Client

1. Provide complete design details for UI modification at the initial stage.
2. Submit the list of occupations and details required for the Partner Registration form.
3. Provide the static IP address for displaying content in the Customer Application.
4. Ensure timely payment of the agreed **₹25,000 monthly fee** for ongoing support and improvements in advance between the 1st to the 10th of each month.

5. Hosting and Domain Fees:

The Client will pay the required fees for purchasing the hosting and domain, ensuring that complete access and control remain with the Service Provider, as the source code will be hosted on it.

6. Google Play Store Account Fees:

- If the Client does not have a Google Play Store Developer Account, the Client will bear the costs of creating the account, the one-time fee charged by Google (Around 25 Dollar).

7. Google Play Store Documentation:

- The Client will provide all documents required by Google for creating the Developer Account and for publishing the app, ensuring the app goes live without delays.

5. Source Code Ownership and SaaS Rights

1. The Service Provider will retain full ownership and rights to the source code, as the solution is being provided as **Software as a Service (SaaS)**.
2. The Client will have access to the delivered applications and admin panel but will not receive rights to modify, distribute, or access the underlying source code.

3. Any future enhancements or integrations will require the Service Provider's involvement.
4. The Client is prohibited from reverse-engineering, duplicating, or sublicensing the software without prior written consent.

6. Timeline and Payment

1. The Service Provider will deliver only the work mention in **Scope of Services & Development Specifications section** of the project in working 30 days from next day of the signing date.
2. Payments for the **Post-Delivery Services**, including the **₹25,000 monthly payment**, will be discussed. The payment for Post-Delivery Services will commence immediately after the completion of 30 working days from the signing date.

7. Confidentiality

Both parties agree to keep all project-related information confidential and not disclose it to any third party without prior consent.

8. Termination

1. Either party may terminate this MOU with a **30/60-day written notice**, provided that all outstanding dues are settled.
2. Upon termination, the Client will retain access to the applications but must cease any attempts to modify or replicate the software.

9. Annual MOU Renewal Clause

After the completion of one year from the signing date, this MOU will be revisited and re-created based on mutual agreement and the evolving needs of both parties.

10. Governing Law

This MOU shall be governed by the laws of **[Jurisdiction]**.

Signatures

For [Your Company Name]

Name: _____

Designation: _____

Signature: _____

Date: _____

For [Client's Name]

Name: _____

Designation: _____

Signature: _____

Date: _____