Software Implementation Agreement

This agreement is made between the Implementation Partner and the Client named below and takes effect on the date of the last signature.

Implementation Partner

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Client

LEGAL NAME

EMAIL

PHONE

ADDRESS

Scope of work

The Implementation Partner will configure the software named below for the Client, migrate agreed data, train users and support go-live.

SOFTWARE BEING IMPLEMENTED

USERS TO TRAIN

GO-LIVE DATE

MODULES AND DATA TO MIGRATE

HYPERCARE PERIOD (DAYS)

LICENCES BOUGHT BY

Fees and payment

TOTAL AMOUNT (₹)

PAYMENT SCHEDULE

Payment method

◯ UPI ◯ Bank transfer ◯ Card ◯ Cheque ◯ Cash

Invoices are payable within 15 days unless the schedule says otherwise. Late payments may attract interest at 1.5% per month.

Specific terms

- Data accuracy. The Client is responsible for the accuracy of source data; the Implementation Partner maps and loads it as agreed.
- Sign-off. Each phase (design, build, test, go-live) is signed off by the Client before the next starts.
- Software terms. Use of the software itself is governed by the vendor's licence, not this agreement.

Standard terms

- Independent contractor. The Implementation Partner is an independent contractor, not an employee, and is responsible for its own staff, taxes and statutory dues.
- Ownership. The Implementation Partner keeps ownership of its materials and grants the Client a non-exclusive, non-transferable licence to use the deliverables for the purpose described in this agreement.
- Confidentiality. Each party keeps the other's non-public information confidential during this agreement and for two years after it ends.
- Liability. Except for fraud, wilful misconduct or breach of confidentiality, each party's total liability is limited to the fees paid in the three months before the claim.
- Termination. Either party may end this agreement by written notice of the period chosen below, or at once if the other party commits a serious breach and does not fix it within 7 days. The Client pays for work done up to the end date.
- Taxes. Fees exclude GST, which is added to invoices where applicable.

Notice period to terminate

◯ 7 days ◯ 15 days ◯ 30 days

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Implementation Partner

SIGNATURE

PRINTED NAME

DATE

Client

SIGNATURE

PRINTED NAME

DATE