Text

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**Software Development Proposal**

**Created by:**   
[Sender First Name][Sender Last Name]  
[Sender Company]

**Prepared for:**   
[Client First Name][Client Last Name]  
[Client Company]

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# Objective:

Give the business a platform to grow, without adding staff.

ABC Training is looking for a solution to ongoing problems in the day-to-day running of the business.

Common issues include double booking, losing track of payments, not getting contracts signed and no central way of storing information.

We do this by automating as many tasks as possible and only using humans where necessary.

Ultimately, this should be a cost saving exercise due to reduced outgoings of existing software, reduced staff costs and higher productivity.

# The software

What we're going to build you is a custom piece of web-based software.

This means:

* No IT company is needed
* Access the software from anywhere
* No worrying about backups
* One central place everyone can log into

# Tasks to be automated

This software will adapt and evolve to suit your business in whatever form it takes in the future. For now, the main tasks we're focusing on are:

* New enquiries going directly into the CRM component.
* All bookings to be handled through a custom built calendar
* All course agreements will be digitally signed, saving time.
* All invoicing will be set up in Xero with an integration so you can see who's paid what in the CRM

# CRM

The CRM will contain everything you need to know about each of your enquiries and customers. It'll include their purchase history so you can see, at a glance which customers have been with you a while and which ones haven't.

All contact details will be put together from your various sources and will be imported on an agreed 'Go Live' date.

# Training

Our software is famously easy to use. It doesn't come with a manual because you don't need one.

1 week before your go-live date we'll come in and do training. Naturally, there will be a few little things which your staff will point out. These are incidentals and will be sorted by the time you go live.

We always do training sessions in groups no bigger than 3. This is because it should be an interactive conversation with structure rather than a big-room training session feel.

Over the years we've found retention of knowledge to work better this way. It also allows us to strategically group the participants based on common functions.

For instance, anyone in sales will be focused on lead generation, lead scoring, taking notes, proposal writing etc. Whereas someone in booking allows us to dive on the calendar. We've found this to be very effective.

# The Process & Timescales

## The Process

The total time of getting your system from concept to launch is 12 weeks. We have listed the steps below.

## Step 1 | Discovery Process | WEEK 1

The hardest part of what we do is working out exactly what needs doing. We already have a rough idea but we dig far deeper and work out the tiny intricacies of what needs improving and what doesn't.

You'll be able to answer a lot of the questions but we will also ask members of your team too as they're often closer to the nuances of the issues.

## Step 2 | Screens and Flow | week 3

Next, we'll get working on the layout of the software and the key flows that the system is being built around. At this point 80% of the system will be designed from a visual perspective.

## Step 3 | Demonstration | WEEK 3

Once the screens are designed, we run you through a live demonstration on exactly how the flows will work and how you'll use the system. It's impossible to expect you to understand how every screen works so we give you a visual to understand it too.

Once you're happy with the screens, the flows, the data in/out, you sign this stage off and we get to work putting it together.

## Step 4 | Development | weeks 4 - 9

It's at this point we go a little quiet and just get it done. We give you progress reports when we reach milestones. There will be occasions where we need something clarified or checked with you. This is the longest part of the process.

## Step 5 | Training | week 10

As mentioned before, our training is done in groups of 3 which we've found is the sweet spot for discussion and group learning. Where possible, we group departments and people who will use the system in a similar way so we can go deeper into certain topics.

## Step 6 | Data Import | week 10

You might have your data in a relatively organized spreadsheet, or it could be scattered all over the place. It's at this point we get it together and get it imported.

If there's a day where everything needs to be switched over to keep everything in sync then we'll do the import over the weekend.

## Step 7 | Launch | week 11

We will always launch over the weekend after your training ready for the Monday. We've found that the shorter space of time between training and launch the more common it is to need re-training.

## Step 8 | Revise | week 12 +

Nothing is ever perfect first time. This is why we make sure that our lines of communication are especially open during your first few weeks. Our development team will be ready-and-waiting for any tiny changes.

Having a system like this is an ongoing process. It works by having good communication from your side and us being responsive to those questions and requests.

# Case Study | ABC Chiropractic

## Problem

ABC Chiropractic had an issue with using too many pieces of software causing the entire office to be disjointed. Double bookings were costing the company hundreds every month. There was no ability to grow because the technology was holding them back.

## Proposed Solution

We worked out which of the processes could be automated and built a system that revolved around a quick, simple way of making bookings and keeping track of client records.

# Result

2 weeks after launch there was already dramatic signs of improvements. Staff weren't having to stay late to get admin done. Reminders were sent automatically. There were previously an average of 10 calls each day to check appointments. Now, with the email reminder system that number dropped to 1 or 2.

# Your Investment

## Strategy

Our pricing is set in a way that it won't actually cost you anything. Our guarantee makes sure that if you don't think our proposed system design will work then you don't pay.

Yes, really.

## Payment plan

10% deposit upon signing of this proposal.

We'll then carry out steps 1 and 2 on the process.

If when we demonstrate the system to you, you don't feel it's going to do exactly what we're suggesting then we will refund your 10% deposit.

Simple.

# SOFTWARE DEVELOPMENT

The one off cost to build your software £16,000

# HOSTING AND SUPPORT

Monthly charge for phone and email support. We include small changes in this too. £195 /month

# TRAINING

OPTIONAL 1 full day of training for all of your staff £95

# The Real Cost

There's the amount of money changing hands during this transaction, then there's what we call "The Real Cost".

This factors in the time saving and efficiency and subtracts your original investment.

Using that as a starting point, this is the real cost:

Average of 3 double bookings each week at a cost of

£50 per session = £600 per month

Suspected 15 man hours each week saved due to efficiencies with reminders, phone calls and bookings = 15 x £10 p/h = £150 each week = £600 each month.

Losing an average of 4 new clients each month due to general lack of following up at a total average of £3,000 a year. That works out at £250 a month.

# Your Guarantee

## Fairer than fair

Like with any business purchase, there's risk attached.

We want to remove that risk from you and place it on ourselves.

So, if you don't believe what we're suggesting is going to work...then you shouldn't pay.

## Here's how it works

The entire purpose of this project is to save your business time and ultimately money and we feel can illustrate that clearly.

Because of that, here is your guarantee:

"Pay a 10% deposit. We will design the screenshots for your new business automation system. Show you. If you don't feel it's going to save you the time we think it will, then just send me a text after we've gone and we'll refund your 10% no questions asked."

That's it.﻿

# Terms & Conditions

USER DISCLAIMER (Please Delete): This agreement may not be suitable for your circumstances and we recommend you seek legal advice before using it. Better Proposals does not take any responsibility for any events that arise as a result of your use of this agreement.

This Software Development Agreement ("Agreement") is made and effective [EFFECTIVE DATE], by and between [DEVELOPER NAME] ("Developer") and [CUSTOMER NAME] ("Customer").

# 1. Definitions

1.1. "Confidential Information" shall mean all material and information supplied by Customer that has or will come into Developer's possession or knowledge of Developer in connection with its performance hereunder. Confidential information does not include information that:

(a) is or becomes public knowledge through no fault of Developer;

(b) Developer knew before Customer disclosed it;

(c) Developer obtains from sources other than Customer who owe no duty of confidentiality to Customer; or

(d) Developer independently develops.

1.2. "Deliverables" shall mean a listing of all items to be delivered to Customer under this Agreement.

1.3. "Derivative Work" [as an adaption] shall mean a work that is [substantially] based on any preexisting works, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement under the United States Copyright Act.

"Derivative Work" [as an extension] shall mean a work that is [substantially] based on any preexisting works...

1.4. "Open Source License Agreement" means the terms under which Software is licensed in source code form to the general public for use without charge, including without limitation any license agreement that

(a) conditions the use or distribution of any Software program that incorporates such Software on the disclosure, licensing or distribution of the source code of such program (including such Software) and

(b) otherwise materially limits a licensee's freedom of action with regard to seeking compensation in connection with licensing or distributing such program or Software in object code form, including without limitation the GNU General Public License or the GNU Lesser General Public License.

1.5. "Open Source Software" means Software licensed pursuant to the terms of an Open Source License Agreement.

1.6. "Schedule" shall mean the delivery dates for each Deliverable.

1.7. "Specifications" shall mean the specifications for the Software as directed by Customer, together with any modifications that may be agreed to in writing by the parties during the term of this Agreement.

# 2**. Duties and Responsibilities**

2.1. Specifications. Customer shall define the Specifications, Deliverables, andSchedules[, with input from Developer].

2.2. Development. Developer shall design, develop, and implement the Software in accordance with the Specifications, Deliverables and Schedule.

# 2.3. Training.

(a) Training Scope. Developer shall provide Customer with [[HOURS OF TRAINING] of training OR such training as may reasonably be requested by Customer] on the use of the Software.

(b) Training Dates and Locations. The training will be conducted on such dates and locations as the parties may agree.

2.4. Maintenance. Developer shall perform remedial and preventive maintenance for the Software after its acceptance so that the Software continues to perform in accordance with the technical design. Customer and Developer shall negotiate the terms and price of such maintenance services, but Developer shall not charge Customer more than [MAXIMUM ANNUAL RATE FOR MAINTENANCE] per year for the first two years of maintenance services after acceptance of the Software. Customer shall have the right to terminate such maintenance services at any time upon thirty (30) days written notice to Developer. Developer shall have the right to terminate such maintenance services upon thirty (30) days written notice to Customer if Customer is in material breach of the maintenance agreement between Customer and Developer and remains in material breach for such thirty (30) days.

# 3. Delivery and Acceptance

3.1. Acceptance Period. Customer will have [ACCEPTANCE PERIOD] following the date of [delivery OR installation] to assess and test the Software.

3.2. Completion. IfDeveloper[, in the sole opinion of Customer,] delivers the Software in accordance with the Specifications, Deliverables, or Schedule, then Developer shall be deemed to have completed its delivery obligations.

3.3. Rejection. IfDeveloper[, in the sole opinion of Customer,] fails to deliver the Software in accordance with the Specifications, Deliverables, or Schedule, then:

(a) Notification. Customer shall detail in writing its grounds for rejection; and

(b) Rectification. Developer shall [promptly OR use its best efforts to] correct the Software and upon delivery of such correction, the process of acceptance, completion, and rejection shall restart.

(c) Continued Failure. If the Developer'scorrections[, in the sole opinion of Customer,] fails to deliver the Software in accordance with the Specifications, Deliverables, or Schedule, then Customer may elect to:

(i) terminate the agreement, or

(ii) adjust the Specifications, Deliverables, or Schedule.

# 4. Changes

4.1. Change Orders. Customer may request changes to the Specifications, Deliverables, or Schedules.

4.2. Additional Time or Expense. If the proposed change will, in the reasonable opinion of Developer, require a delay in delivery of the Software or would result in additional expense, then:

(a) Customer and Developer shall confer; and

(b) Customer may elect to either:

(i) withdraw its proposed change, or

(ii) require Developer to deliver the Software with the proposed change, subject to the delay and/or additional expense.

If Developer cannot or chooses not to accept the change order, then Customer may elect to terminate the agreement.

# 5. Payment.

5.1. Development Costs. Customer shall pay Developer:

(a) [INITIAL PAYMENT] deposit; and

(b) [FINAL PAYMENT] upon [delivery [in accordance with the Specification] OR acceptance].

5.2. Expenses. [Subject to Customer's prior approval, ]Customer will reimburse Developer for all reasonable expenses incurred by Developer during the development of the Software.

5.3. Training Costs. The training shall be provided at [the rate of [TRAINING COST RATE] OR no additional cost to Customer].

# 6. Ownership of Software.

Developer agrees that the development of the Software is "work for hire" within the meaning of the Copyright Act of 1976, as amended from time to time, and that the Software shall be the sole property of Customer. Developer assigns to Customer its entire right, title and interest in anything created or developed by Developer for Customer under this Agreement ("Product") including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due Developer under this Agreement.

# 7. Term.

This Agreement shall commence upon [EFFECTIVE DATE] and continue until all of the obligations of the parties have been performed or until earlier terminated as provided herein.

# 8. Representations

8.1. No Infringement. Developer represents and warrants that the Software will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person.

8.2. No Third Party Property. Developer represents and warrants that it will not use any trade secrets or confidential or proprietary information owned by any third party in developing the Software.

8.3. No Obligation. Developer represents and warrants that neither Developer nor any other company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under this Agreement to any third party.

8.4. No Open Source. Developer warrants that the Software does not contain any Open Source Software.

# 9. Warranties

9.1. Performance. Developer warrants that for a period of [WARRANTY PERIOD], the Software will operate substantially according to the Specifications.

9.2. Repair or Replace. Developer will repair or replace the System during such [WARRANTY PERIOD] as soon as possible after Customer informs Developer of any breach of this warranty.

9.3. Exclusions. This warranty excludes any claims based on defects in the Software caused by Customer, other parties beyond the control of Developer, or the hardware.

9.4. No Other Warranties. There are no express or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, respecting this Agreement, the Software or Services.

# 10. Acknowledgement-Relationship of the Parties

10.1. Independent Contractor. Developer is an independent contractor and is not an employee or agent of Customer.

10.2. No Partnership. Nothing in this Agreement creates a partnership or joint venture between the parties.

# 11. Escrow of Source Code

11.1. Delivery of Object Code. Customer agrees that the Software developed under this Agreement shall be delivered to Customer in object code form only.

11.2. Escrow of Source Code. Developer agrees that one copy of the source code version of the Software and associated documentation shall be deposited with an escrow agent specializing in software escrows to be mutually agreed upon in writing by Developer and Customer after good faith negotiation.

11.3. Delivery and Update of Source Code. The source code shall be delivered to the escrow agent within [NUMBER OF DAYS] days after delivery of the object code to Customer. Thereafter, the source code version of all updates, enhancements and modifications of the Software created by Developer on Customer's behalf, as well as associated documentation, shall be deposited by Developer with the escrow agent. Customer shall pay all fees necessary to establish and maintain the escrow.

11.4. Contingent License. Developer hereby grants to Customer a contingent license to receive the source code from the escrow agent and to use the source code to support its use of the Software in machine-readable form if one or more of the following conditions occurs:

(a) Developer, whether directly or through a successor or affiliate, ceases to be in the software business.

(b) Developer fails to fulfill its obligations to maintain the Software as provided in this Agreement.

(c) Developer becomes insolvent or admits insolvency or a general inability to pay its debts as they become due.

(d) Developer files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition is filed against it and is not dismissed within 60 days.

(e) Developer comes under the control of a competitor of Customer.

# 12. Confidentiality.

During the term of this Agreement and for [RESTRICTED PERIOD] afterward, Developer [will keep the Confidential Information confidential OR will use reasonable care to prevent the unauthorized use or dissemination of the Confidential Information].

# 13. Indemnification.

If any third party brings a lawsuit or proceeding against Customer based upon a claim that the Software breaches the third party's patent, copyright or trade secrets rights, and it is determined that such infringement has occurred, then Developer shall hold Customer harmless against any loss, damage, expense or cost, including reasonable attorney fees, arising from the claim.

# 14. Limitation of Liability.

Neither party shall be liable for any special, indirect, incidental or consequential damages (including damages for loss of business, profits or any other loss) incurred or suffered in connection with the Software [or services performed in connection with this agreement].

# 15. Term and Termination.

15.1. Termination for Cause. This Agreement may be terminated by either party upon written notice to the other, if:

(a) the other party breaches any material obligation; and

(b) the breaching party fails to cure such breach within [NOTICE PERIOD] of receipt of the notice.

15.2. Effect of Termination

(a) Payment of Outstanding Fees. Customer shall pay Developer for all services rendered and work performed up to the date of termination [, subject to Customer's right to pay only fair value if Customer terminates for cause].

(b) Return or Destruction. Within [PERIOD FOR RETURN OR DESTRUCTION] after the termination or expiration of this Agreement, Developer shall return, or at the option of Customer, Developer shall destroy all copies of Confidential Information and shall deliver written certification by an officer of Customer that Customer has complied with these requirements.

# 16. General Provisions.

16.1. Dispute Resolution. Any controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

16.2. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to Developer: **[DEVELOPER ADDRESS]**

If to Customer: **[CUSTOMER ADDRESS]**

16.3. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all understandings and agreements whether written or oral.

16.4. Amendment. No amendment or modification of this Agreement is valid unless in writing, signed by the parties.

16.5. Governing Law. This Agreement is governed by the laws of [GOVERNING LAW STATE], without regard to any conflict of law principles.

16.6. Force Majeure. Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party.

16.7. No Waiver. The waiver or failure of either party to exercise any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

16.8. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement will remain in full force and effect.

In Witness whereof, the parties have executed this Agreement as of the date first written above.