

SOFTWARE ACQUISITION AGREEMENT

This Software Acquisition Agreement ("Agreement") is made this 05th day of January, 2021 by and between Metro with its principal place of business at Rajakumari (P.O) Idukki District, Pin – 685619, Kerala ("Software Purchaser") and DooDle.Ai, with its principal place of business at I/184-A, Nedumangattu House, Elackad P.O., Vayala, Kottayam District, Pin – 686 587, Kerala ("Software Patent Co").

RECITALS

A. Software Patent Co owns all right, title, and interest in and to that certain computer program and documentation identified as Metro Management System ("Software"), the functional specifications for which are set forth in Exhibit A hereto;

B. Software Patent Co desires to sell, assign, grant, convey, and transfer the Software to Software Purchaser, and Software Purchaser desires to buy and acquire the Software, in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Software Patent Co and Software Purchaser, intending to be legally bound, hereby agree as follows:

Vibin Sukumaran :

Abhijith M:

AGREEMENT

1. DEFINITIONS

1.1. Software means, collectively, the full retail version of the Software, as specified in Exhibit A, delivered to Software Purchaser in source code and object code forms on diskette, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the current retail version, plus all System Documentation and User Documentation.

1.2. System Documentation means all documentation used in the development and updating of the Software, including but not limited to, design or development specifications, error reports, and related correspondence and memoranda.

1.3. User Documentation means the end-user instruction manual that usually accompanies the Software instructing end users in the use of the Software in both printed and electronic form.

1.4. Software Trade Secret means any scientific or technical information, design, process, procedure, formula, or improvement included in the Software that is valuable, not generally known in the industry, and gives the owner of the Software a competitive advantage over those competitors who do not know or use such information.

2. CONVEYANCE OF RIGHTS

2.1. Software Patent Co hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Software Purchaser all of Software Patent Co's right, title, and interest in and to both the tangible and the intangible property constituting the Software, in perpetuity (or for the longest period of time otherwise permitted by law), including the following corporeal and incorporeal incidents to the Software:

Vibin Sukumaran :

Abhijith M:

(a) Title to and possession of the media, devices, and documentation that constitute all copies of the Software, its component parts, and all documentation relating thereto, possessed or controlled by Software Patent Co, which are to be delivered to Software Purchaser pursuant to Section 3 of this Agreement.

(b) All Copyright interests owned or claimed by Software Patent Co pertaining to the Software, including (without limitation) the U.S. Copyright Registration Nos. ` , together with all other copyright interests accruing by reason of international copyright laws or conventions;

(c) All right, title, and interest of Software Patent Co in and to the inventions, discoveries, improvements, ideas, trade secrets, know-how, confidential information, and all other intellectual property owned or claimed by Software Patent Co pertaining to the Software; and

(d) All right, title, interest, and benefit of Software Patent Co in, to, and under all agreements, contracts and licenses, entered into by Software Patent Co, or having Software Patent Co as a beneficiary, and pertaining to the Software, as set forth in Exhibit B.

3. DELIVERY OF PHYSICAL OBJECTS

3.1. Within ten (10) days after the effective date of this Agreement, Software Patent Co shall deliver to Software Purchaser (1) its entire inventory of copies of the Software in object code form, consisting of disks; (2) a master copy of the Software (in both source and object code format), which shall be in a form suitable for copying; and (3) all System Documentation and User Documentation pertaining to the Software.

3.2. Shipment of the items set forth in Section 3.1 shall be FOB [designate location]. Unless otherwise agreed by the parties, Software Patent Co will select the mode of shipment and the carrier and will be responsible for and pay all packing, shipping, freight and insurance charges.

4. PAYMENT

4.1. Purchase Price. In consideration for Software Patent Co's execution of this agreement and performance of the terms and conditions contained herein, Software Purchaser agrees to pay to Software Patent Co on the Effective Date the sum of 8995rs.

4.2. Taxes. The amount payable to Software Patent Co by Software Purchaser under this Section 4 is inclusive of any national, state or local sales, use, value-added or other taxes, customs duties, or similar tariffs and fees which Software Patent Co may be required to pay or collect upon the delivery of Software or upon collection of the fee.

5. WARRANTIES OF TITLE

5.1. Software Patent Co represents and warrants that:

(a) Software Purchaser shall receive, pursuant to this Agreement as of the Effective Date, complete and exclusive right, title, and interest in and to all tangible and intangible property rights existing in the Software, except for those matters addressed in Section 6 of this Agreement.

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(b) it has developed the Software entirely through its own efforts for its own account and that the Software is free and clear of all liens, claims, encumbrances, rights, or equities whatsoever of any third party.

(c) the Software does not infringe any patent, copyright, or trade secret of any third party;

(d) the Software is fully eligible for protection under applicable copyright law and has not been forfeited to the public domain; and that the source code and system specifications for the Software have been maintained in confidence;

(e) all personnel, including employees, agents, consultants, and contractors, who have contributed to or participated in the conception and development of the Software either (1) have been party to a work-for-hire relationship with Software Patent Co that has accorded Software Patent Co full, effective, and exclusive original ownership of all tangible and intangible property arising with respect to the Software or (2) have executed appropriate instruments of assignment in favor of Software Patent Co as assignee that have conveyed to Software Patent Co full, effective, and exclusive ownership of all tangible and intangible property thereby arising with respect to the Software;

(f) Except as identified in Exhibit B hereto, there are no agreements or arrangements in effect with respect to the marketing, distribution, licensing, or promotion of the Software by any independent salesperson, distributor, sublicensor, or other remarketer or sales organization.

6. EXISTING AGREEMENTS

6.1. Software Patent Co represents and warrants that the only rights in the Software it has granted to third parties were granted pursuant to the Agreements identified in Exhibit B.

6.2. Software Patent Co represents and warrants that each Agreement is in full force and effect in accordance with its terms without modification or amendment and without default by either party thereto; that each End-User Agreement grants the licensee thereunder solely the nonexclusive right and license to use the Software, for internal purposes only, on a single central processing unit; that each End-User Agreement provides only for rendering of services (including warranty coverage, maintenance, and support) that, to the extent required to have been performed as of the effective date of this Agreement, have been performed in full; and that each End-User Agreement is freely assignable to and assumable by Software Purchaser pursuant to this Agreement, without the requirement of obtaining any consent or approval, giving any prior or subsequent notice, paying any further royalty or fee to any party thereto or to any other third party, or performing any duty that has not already been fully performed by Software Patent Co.

6.3. Software Patent Co hereby assigns, transfers, and conveys all of the Agreements identified in Exhibit B to Software Purchaser, and Software Purchaser hereby assumes the obligations set forth in such Agreements and agrees to indemnify and hold harmless Software

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Patent Co from and against any failure of Software Purchaser to perform its obligations under the Agreements in accordance with their terms. Software Patent Co and Software Purchaser shall jointly notify all parties to the Agreements of the foregoing assignment and assumption. It is mutually agreed that Software Patent Co shall retain all amounts previously paid to Software Patent Co under the Agreements and that, to the extent further payments may be made thereunder, Software Purchaser shall be entitled to receive them directly from such contracting parties, and, if such payments nonetheless are made to Software Patent Co, Software Patent Co shall remit such payments to Software Purchaser immediately.

7. FURTHER ASSURANCES

7.1. Software Patent Co shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of all of the Software to Software Purchaser. Software Patent Co therefore agrees:

- (a) To execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Software;
- (b) To provide testimony in connection with any proceeding affecting the right, title, or interest of Software Purchaser in the Software; and
- (c) To perform any other acts deemed necessary to carry out the intent of this Agreement

8. PROTECTION OF TRADE SECRETS

8.1. The parties agree to hold each other's Confidential Information in for a period of five (5) years following the Effective Date of this Agreement. The parties agree, that unless required by law, they shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

8.2. A party's "Confidential Information" shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient timely advises the disclosing party of the governmental demand for disclosure).

8.3. Notwithstanding Sections 8.1 and 8.2, Software Patent Co agrees that from and after the Effective Date, and for so long thereafter as the data or information remains Software Trade Secrets, Software Patent Co shall not use, disclose, or permit any person not authorized

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by Software Purchaser to obtain any Software Trade Secrets (whether or not the Software Trade Secrets are in written or tangible form), except as specifically authorized by Software Purchaser.

9. ACKNOWLEDGMENT OF RIGHTS

9.1. In furtherance of this Agreement, Software Patent Co hereby acknowledges that, from and after the effective date of this Agreement, Software Purchaser has acceded to all of Software Patent Co's right, title, and standing to:

(a) Receive all rights and benefits pertaining to the Software and the Agreements;

(b) Institute and prosecute all suits and proceedings and take all actions that Software Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Software, and the Agreements set forth in Exhibit B.

(c) Defend and compromise any and all such action, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and perform all other such acts in relation thereto as Software Purchaser, in its sole discretion, deems advisable.

10. LIMITED WARRANTY; SUPPORT

10.1 Software Patent Co represents and warrants that the Software conforms in all material respects to the functional Specifications set forth in Exhibit A. With that sole exception, owner assigns the program to software purchaser "as is," and owner disclaims all warranties express or implied with respect to the program, including (without limitation) any warranty or merchantability or fitness for a particular purpose. Software Purchaser's exclusive remedy for breach of the foregoing warranty shall be to require Software Patent Co to correct any material nonconformance to such Specifications or, at Software Patent Co's option, to receive repayment in full of the Purchase Price.

10.2. For a period of ____ months from the Effective Date, Software Patent Co shall provide two engineers, who are presently employees or consultants to Software Patent Co, and who are the most knowledgeable of the Software, to provide consulting services to Software Purchaser. All salaries, benefits and other obligations to these engineers shall be paid by Software Patent Co.

10.3. For a period of ninety (90) days from the Effective Date, Software Patent Co shall provide primary warranty support for the Software pursuant to Software Patent Co's standard warranty policy. Such support shall not be materially different than the support provided by Software Patent Co for the Software during the six (6) months immediately preceding the Effective Date.

11. INDEMNITY

11.1. Indemnification. Software Patent Co will defend, at its sole expense, any claim, suit or proceeding brought against Software Purchaser which is based upon a claim that (i) the Software infringes any patent, copyright, or trade secret, provided Software Purchaser gives

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Software Patent Co written notice within thirty (30) days of receiving notice of such claim and provides Software Patent Co reasonable cooperation in the defense of the claim. Software Patent Co will pay any damages and costs assessed against Software Purchaser (or payable by Software Purchaser pursuant to a settlement agreement) in connection with the proceeding.

11.2. Remedies of Software Purchaser. In the event that a court directs Software Purchaser to cease distribution of the Software, Software Patent Co will either (i) modify the Software so that it is no longer infringing, or (ii) procure for Software Purchaser the rights necessary for Software Purchaser to exploit the Software at no expense to Software Purchaser. If Software Patent Co is unable to comply with either subsection (i) or (ii), Software Purchaser, at its option may either replace the infringing portions of the Software with non-infringing software at Software Patent Co's expense, or terminate this agreement and receive a complete refund of the purchase price.

12. MISCELLANEOUS

12.1. Binding. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns.

12.2. Choice of Law. This agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.

12.3. Notices. Any notices given by either party hereunder will be in writing and will be given by personal delivery, national overnight courier service, or by U.S. mail, certified or registered, postage prepaid, return receipt requested, to Software Patent Co or Software Purchaser at their respective addresses specified above. All notices will be deemed effective upon personal delivery, or five (5) days following deposit in the U.S. mail, or two (2) business days following deposit with any national overnight courier service.

12.4. Entirety and Amendment. This Agreement and all exhibits hereto constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, any representations or communications. The terms of this Agreement may not be amended except by a writing executed by both parties.

12.5. Force Majeure. Neither party will be in default if its performance is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control.

WHEREAS, the parties have executed this agreement in counterparts, each of which shall be deemed an original, as of the Effective Date first written above.

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EXHIBIT A**Software Specification with price details**

Non development cost	
Task	Price(inr)
Calling API upgradation	1500
Indian Number purchase	1500
Website domain (metro-rajakumari.com) 2 yr	500
Site hosting price – 2yr	500
Total	4000

Development Cost			
Task	Sub Task	Development Time(hr)	Price(inr)
Insurance calling Website	Login page	5	1000
	Home page	2	400
	Upload csv file page	8	1600
	Calling Status	3	600
Insurance calling server side	Calling API connection	3	1500
	Schedule calling	10	5000
	Save calling details to server	2	1000
Total		33	11,100
Discount			55%
Total amount need to pay			4995

Grant total = Non development cost + Development cost

Grant total = 4000 + 4995

= 8995

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EXHIBIT B

General Provisions

1. **Entire Agreement.** The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,
 - a. represent the final expression of the parties' intent relating to the subject matter of this agreement,
 - b. contain all the terms the parties agreed to relating to the subject matter, and
 - c. replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.
2. **Counterparts**
 - a. **Signed in Counterparts.** This agreement may be signed in any number of counterparts.
 - b. **All Counterparts Original.** Each counterpart is an original.
 - c. **Counterparts Form One Document.** Together, all counterparts form one single document.
3. **Amendment.** This agreement can be amended only by a writing signed by both parties.
4. **Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.
5. **Binding Effect.** This [agreement /plan] will benefit and bind the parties and their respective heirs, successors, and permitted assigns.
6. **Notices**
 - a. **Method of Notice.** The parties will give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the address that a party has notified to be that party's address for the purposes of this section.
 - b. **Receipt of Notice.** A notice given under this agreement will be effective on
 - i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
7. **Dispute Resolution**
 - a. **Arbitration.** Any dispute or controversy arising out of this agreement and [SUBJECT MATTER OF THE AGREEMENT] will be settled by arbitration in Kerala, according to the rules of the Indian Arbitration Association then in effect, and by [NUMBER OF ARBITRATORS] arbitrators[s].
 - b. **Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction.

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- c. **Arbitrator's Authority.** The arbitrator will not have the power to award any punitive [or consequential] damages.
- 8. **Governing Law and Consent to Jurisdiction and Venue**
 - a. **Governing Law.** This agreement, and any dispute arising out of the [SUBJECT MATTER OF THE AGREEMENT], shall be governed by the laws of Kerala, India.
 - b. **Consent to Jurisdiction.** Each party hereby irrevocably consents to the [exclusive, non-exclusive] jurisdiction and venue of any [state or federal] court located within Ernakulam District, State of Kerala, in connection with any matter arising out of this [agreement / plan] or the transactions contemplated under this [agreement / plan].
 - c. **Consent to Service.** Each party hereby irrevocably
 - i. agrees that process may be served on it in any manner authorized by the Laws of the India, and
 - ii. waives any objection which it might otherwise have to service of process under the Laws of India.
- 9. **Force Majeure.** A party will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is
 - a. beyond the reasonable control of a party,
 - b. materially affects the performance of any of its obligations under this agreement, and
 - c. could not reasonably have been foreseen or provided against, but

will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

SOFTWARE PURCHASER

By,

Print Name: Vibin Sukumaran

Title: Managing Director

SOFTWARE PATENT Co

By,

Print Name: Abhijith M

Title: Managing Director

WITNESSES

1.

2.