SOFTWARE DEVELOPMENT AND SUPPORT AGREEMENT

This Software Development and Support Agreement (the **"Agreement"**) is entered into on 16th December 2024 (**"Effective Date"**) by and between:

1. **Arvir Global Technologies Pvt. Ltd.** ("Company"), a company incorporated under the laws of India, with its office at 6th Floor, Tek Meadows, Sholinganallur, Kanchipuram, Tamil Nadu, India, 600119, hereinafter referred to as **"Company,"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

## and

1. **SWOMB Technologies and Services Pvt. Ltd.** ("Vendor"), a company incorporated under the laws of India, with its registered officeat No 8 Balaji Nagar, Sholinganallur, Chennai - 600119, hereinafter referred to as **"Vendor,"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

# WHEREAS:

1. The Company is developing a new patented product/service "Qeu-Box Project" to address problems in the Quick Commerce space.
2. The Vendor is engaged in software development, including web and application development, and has agreed to provide development and support services for the "Qeu-Box Project" under the terms specified in this Agreement.

**NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agreeas follows:**

# INTERPRETATION

* 1. **Definitions:** Terms defined in the Statement of Work (SOW) annexed hereto shall apply.

## References:

* + - Words importing the singular include the plural and vice versa.
    - Reference to any law includes amendments and re-enactments.
    - References to "including" shall mean "including without limitation."
  1. **Headings:** Titles and headings in this Agreement are for convenience only and do not affect its interpretation.

# SCOPE OF WORK

The Vendor shall:

1. Develop the "Qeu-Box Project" software and ensure that all deliverables meet the Company’s specifications as outlined in the SOW annexed to this Agreement (Annexure A).
2. Provide stabilization, integration, and maintenance support for three months after deployment.
3. Deliver detailed technical design documents, user manuals, and training videos.
4. Provide support for bug fixing, performance optimization, and updates during the agreed support period.
5. Adhere to timelines and milestones as specified in Annexure B.

# DELIVERABLES

The Vendor shall provide:

1. Source code and all associated intellectual property.
2. Web and mobile application deployment.
3. Comprehensive documentation, including but not limited to:
   1. Technical architecture and design documents.
   2. Functional and user manuals.
   3. Integration guidelines.
   4. Testing and implementation reports.
4. Training and knowledge transfer to the Company’s personnel.

# TERM AND TERMINATION

* 1. **Term:** This Agreement shall commence on the Effective Date and remain in effect until all deliverables are completed unless terminated earlier in accordance with this Clause.

## Termination for Cause:

* + - Either party may terminate for material breach, provided a written notice is given, and the breach is not rectified within 30 days.
    - The Company may terminate immediately if the deliverables fail to meet agreed specifications despite repeated efforts.
  1. **Termination for Convenience:** The Company may terminate this Agreement upon 60 days' prior written notice, subject to payment for services rendered until the date of termination.

## Obligations upon Termination:

* + - The Vendor shall deliver all completed work and transfer intellectual property rights to the Company.
    - The Vendor shall return or certify the destruction of all Company confidential information.
    - The Company shall settle all outstanding payments for completed and accepted work.
    - All product and IP related data and artifacts will be transferred to Arvir Tech

# CONSIDERATION AND PAYMENT TERMS

* 1. **Fees:** The total consideration for the services shall be INR 13,50,000/- (exclusive of GST), payable as per the schedule outlined in Annexure B.
  2. **Milestone-Based Payments:** Payments are tied to the achievement of specific milestones and are detailed in Annexure B.
  3. **Annual Maintenance Charges:** Post the initial free support period of three months, annual maintenance charges shall be 15 % of the software cost.
  4. **Additional Costs:** Any new enhancements or changes outside the agreed scope shall be charged separately upon mutual agreement.

# INTELLECTUAL PROPERTY RIGHTS

## Ownership:

* + - The Company shall own all intellectual property, including source code, created under this Agreement.
    - The Vendor will keep full confidentiality of all product related information and data provided during the project development, implementation and post support.
    - The vendor agrees not to share any product related information, data, artifacts including software to any third party, this clause will also include for the vendor’s employees and their vendors.
    - The NDA will be in effect for the full duration as described in the NDA signed between the Company and Vendor.

A New NDA will also be exercised once the implementation has started.

## Pre-Existing Works:

* + - The Vendor shall disclose and seek approval for use of any pre-existing functionality like email/payment gateway api’s works to be incorporated. Upon approval, the Company shall have a royalty-free, perpetual license to use such works.

# WARRANTIES AND REPRESENTATIONS

The Vendor warrants that:

1. The software will be free from defects, viruses, and unauthorized code.
2. Deliverables will comply with relevant laws, regulations, and Company specifications.
3. Services will be performed professionally and competently.
4. Any bugs or errors identified within the warranty period (first 3 months post live) shall be rectified at no additional cost.

# CONFIDENTIALITY

* 1. Both parties agree to maintain the confidentiality of proprietary information disclosed during the Agreement.
  2. Confidential information does not include information that is:

1. Publicly available.
2. Independently developed without reference to the disclosing party’s information.
3. Required to be disclosed by law or court order.

# SUPPORT AND MAINTENANCE

* 1. **Free Support Period:** The Vendor shall provide free support for three months, including bug fixes, minor updates, and query resolution.
  2. **Maintenance Beyond Free Period:** Annual maintenance charges shall apply post the free period, as per mutually agreed terms.
  3. **Exclusions:** Major architectural changes or enhancements shall not be covered under regular support.

# LIMITATION OF LIABILITY

The Vendor’s total liability under this Agreement shall not exceed the total fees paid by the Company.

# FORCE MAJEURE

Neither party shall be held liable for delays or failure to perform due to events beyond their reasonable control, including but not limited to natural disasters, strikes, or government actions.

# DISPUTE RESOLUTION

* 1. **Amicable Resolution:** The parties shall first attempt to resolve disputes amicably through mutual discussions.
  2. **Arbitration:** If unresolved, disputes shall be settled through arbitration under Indian law, with proceedings held in Chennai.

# GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Chennai shall have exclusive jurisdiction over disputes.

# ENTIRE AGREEMENT

This Agreement, including Annexures A and B, constitutes the entire agreement between the parties and supersedes all prior agreements.

# ADDITIONAL CLAUSES

## Acceptance Criteria

* + Deliverables shall be deemed accepted if the Company provides written approval within 15 days of delivery or if no objections are raised during this period.
  + If the deliverables do not meet specifications, the Company shall provide detailed feedback in writing within the review period, and the Vendor shall address these issues without additional cost during the agreed warranty or free support period.

## Change Request Process

* + Any changes to the agreed scope of work shall require a written Change Request (CR) approved by both parties.
  + The CR shall specify additional costs, revised timelines, and resource implications. Work on the CR shall commence only after mutual approval.

## Performance Benchmarks

* + The Vendor warrants that the software will meet performance benchmarks, including response times, scalability, and uptime requirements as agreed in the Statement of Work.
  + Failure to meet these benchmarks during the warranty period shall entitle the Company to free rectifications.

## Limitations on Liability for Both Parties

* + Neither party shall be liable for indirect, incidental, or consequential damages.
  + The Vendor’s total liability for claims shall not exceed the total fees paid under this Agreement.
  + The Company’s liability is limited to payments due for services rendered before termination.

## Non-Solicitation

* + Neither party shall solicit or hire employees of the other party involved in this Agreement for a period of 12 months following its termination or expiration, unlessprior written consent is obtained.

## Data Security and Compliance

* + The Vendor shall ensure compliance with all applicable data protection laws, including the General Data Protection Regulation (GDPR) or relevant regional laws.
  + All sensitive data shall be encrypted and securely stored. Any data breach shall be reported to the Company within 24 hours, along with an impact assessment and mitigation plan.

## Detailed Handover Obligations

* + Upon termination or project completion, the Vendor shall:
    - Provide all deliverables, including source code, documentation, and design files.
    - Conduct a knowledge transfer session and provide technical training to the Company’s personnel within 15 days.

## Support Service Level Agreement (SLA)

* + The Vendor shall adhere to the following SLAs during the free support and maintenance periods:
    - Critical bugs (P0/P1): Response within 2-4 hours, resolution within 4-24 hours.
    - Major bugs (P2): Response within 24 hours, resolution within 5 business days.
    - Minor issues (P3): Resolution within 10 business days.
  + Failure to meet SLAs shall result in a penalty of 1% of the milestone fee per day, up to a cap of 10%.

## P0 (Priority 0) - Critical Bugs:

* + - * **Description**: Issues that have a severe impact on the software’s functionality or cause a complete outage. These are high-priority and need to be fixed immediately to restore normal operations.
      * **Response**: Within 4 hours.
      * **Resolution**: Within 4 hours.

## P1 (Priority 1) - Critical Bugs:

* + - * **Description**: Major functional issues that affect critical parts of the software or system. These might not cause a full outage but still significantly impact the system's core functionality.
      * **Response**: Within 4 hours.
      * **Resolution**: Within 24 hours.

## P2 (Priority 2) - Major Bugs:

* + - * **Description**: Significant issues that affect the software's functionality but have workarounds or limited impact on the system. These should be addressed soon but not as urgently as P0/P1.
      * **Response**: Within 24 hours.
      * **Resolution**: Within 3 business days.

## P3 (Priority 3) - Minor Issues:

* + - * **Description**: Less critical issues such as small bugs, cosmetic problems, or low- priority enhancements that don’t affect core functionality.
      * **Response**: May not require an immediate response time, as these are typically addressed in regular maintenance or updates.
      * **Resolution**: Within 10 business days.

## Ownership of Tools and Frameworks

* + The Vendor retains ownership of any pre-existing tools, libraries, or frameworks used in development, provided these are disclosed in advance.
  + The Company shall receive a perpetual, royalty-free license to use these tools as part of the deliverables.

# SIGNATURES

By signing below, the parties agree to the terms of this Agreement.

|  |  |
| --- | --- |
| **For Arvir Global Technologies Pvt. Ltd** | **For SWOMB Technologies and Services Pvt. Ltd.** |
| Name: Harjas Singh Rattha | Name: Rajanandini Venkataraman |
| Title: Director | Title: CEO |
| Signature: | Signature: |
| Date: 18th December 2024 | Date: 18th December 2024 |

# ANNEXURE A: SCOPE OF WORK

The scope of work includes all tasks, responsibilities, and deliverables outlined in the attached Statement of Work (SOW). This document details the development, integration, and maintenance activities for the "Qeu-Box Project.V3"

* 1. Development of the Admin & Dashboard Web Application.
  2. Remote Location Loader Mobile App
  3. Remote Location SKU Pickup Scanner Mobile App
  4. Integration of third-party APIs, Hardware/Firmware APIs.
  5. Cloud hosting setup, deployment, and documentation.
  6. Delivery of training materials and manuals for knowledge transfer.
  7. Post-deployment support for stabilization and minor adjustments.

# ANNEXURE B: TIMELINES AND PAYMENT SCHEDULE

The timelines and payment schedule are as follows:

|  |  |
| --- | --- |
| **Project Advance {Of the Project Cost}** | 35% |
| **Milestone-1:** Application made live in Beta version on cloud infrastructure – first week |  |
| **Milestone-2: Full** application with all functionalities in production (live) with no P0/P1 & P2 defects | 15% |
| **Milestone-3:** Full-fledged demo with no defects and full functionality, any minor corrections on UI should be covered as part of this.  The Web server application, the remote mobile application and the IoT activated mechanical operations should be fully functional using the application built. | 15% |
| **Milestone 4: Go Live:** All artifacts handed over to Arvir Global Technologies Pvt. Ltd. | 15% |
| Milestone 5 : Support documentation and user guides submission | 5% |
| Post Go live - 3 months Free Support for All issues, bug fixes and integration – Handing over technical and support documentation and user guides incrementally. | 15 % |