

CONTRACT OF THE PROVISION OF SERVICES

1. CONTRACTING PARTIES

This Agreement is entered into by and between:

1. **GAURAV BURANDE**, email: burandegaurav8899@gmail.com, Indian PAN No. GALPB2170K, residing at Telangwadi, Solapur, Maharashtra, 413324, INDIA, hereinafter referred to as the **Provider**, AND
2. **VINCENT CHEPKWONY**, representing **MakeIT Technologies LLC**, email: openuniverse.ai@gmail.com, address: 14101 Hammermill Field Drive, Bowie, MD 20720, USA, hereinafter referred to as the **Contractor**.

The **Provider** and the **Contractor** are collectively referred to as the **Parties** and individually as a **Party**.

2. RECITALS

WHEREAS:

1. The **Provider** has expertise in full-stack development, feature enhancements, platform maintenance, and other related technical services.
2. The **Contractor** engaged the **Provider** to provide such services for the platform **MakeLanding.ai**, including but not limited to maintaining, developing, and improving features of the platform, ensuring its optimal performance.
3. The **Contractor** has requested some information about Makelanding operations, including access to the current repository running MakeLanding.ai, an explanation of client credit management processes, and any other relevant operational details to finalise the sale of MakeLanding.ai.
4. The **Provider** has rendered these services to the satisfaction of the **Contractor**.
5. The **Contractor** agrees to compensate the **Provider** for the services rendered in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

3. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings assigned to them below:

1. **Agreement:** Refers to this document, including any amendments, annexes, or written agreements attached hereto.
 2. **Services:** Refers to all the work and efforts undertaken by the **Provider** to maintain and develop features for **MakeLanding.ai**.
 3. **Payment:** Refers to the agreed-upon compensation of \$5000 (Five Thousand USD) to be paid by the **Contractor** to the **Provider** for services rendered.
 4. **Confidential Information:** Refers to all proprietary, non-public, or sensitive information exchanged between the Parties in the course of their professional relationship.
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4. OBJECTIVE OF THE CONTRACT

The primary objective of this Agreement is:

1. To establish the terms under which the **Provider** rendered services for **MakeLanding.ai**, including:
 - Maintenance and optimization of the platform.
 - Feature development and technical improvements.
 - Providing customer support and handling operations.
 - Ensuring the platform's functionality and reliability.
 2. To confirm that all obligations related to the services have been fulfilled by the **Provider** and to outline the **Contractor's** obligation to make payment for the same.
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5. SCOPE OF SERVICES

The following services were rendered by the **Provider** to the **Contractor** under this Agreement:

1. **Platform Maintenance:**
 - Ensuring uptime and stability of **MakeLanding.ai**.
 - Debugging and fixing critical platform issues as they arose.

2. **Feature Development:**

- Designing, coding, and implementing additional features requested by the **Contractor**.
- Performing rigorous testing to ensure feature compatibility and performance.

3. **Technical Support:**

- Responding promptly to technical queries or issues reported by the **Contractor** during the engagement period.
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6. PAYMENT TERMS

1. **Total Compensation:**

- The **Contractor** shall pay the **Provider** a total of **\$5000 (Five Thousand USD)**.

2. **Payment Method:**

- Payment shall be made via wire transfer to the following bank account:

- **Account Name:** Gaurav Burande
- **Bank Name:** Bank of India
- **Account Number:** 074410510001563
- **IFSC Code:** BKID0000744
- **SWIFT Code:** BKIDINBBSCB

3. **Acknowledgment of Payment:**

- The **Provider** acknowledges that upon receipt of the payment in full, no further claims for compensation related to the services described herein shall be made against the **Contractor**.
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7. TERM AND TERMINATION

1. **Effective Date:**

- This Agreement is effective as of **29th November 2024**.

2. **Non-Cancellation Clause:**

- This Agreement is irrevocable and cannot be terminated or cancelled by either Party.
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8. WARRANTIES AND REPRESENTATIONS

1. **Provider's Warranty:**

- The **Provider** warrants that the services rendered were performed professionally and in accordance with industry standards.

2. **Contractor's Representation:**

- The **Contractor** represents that the services rendered have been reviewed and accepted as satisfactory.
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9. CONFIDENTIALITY

1. **Confidential Information:**

- Both Parties agree to maintain the confidentiality of any sensitive or proprietary information exchanged during the engagement.

2. **Non-Disclosure:**

- Neither Party shall disclose, share, or use the other Party's confidential information for any purpose other than as required for this Agreement.
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10. LIMITATION OF LIABILITY

1. **No Liability Beyond Payment:**

- The **Contractor's** liability under this Agreement is limited to the payment of \$5000.

2. **Exclusion of Damages:**

- Neither Party shall be liable for indirect, consequential, or incidental damages arising from this Agreement.
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11. DISPUTE RESOLUTION

1. **Governing Law:**

- This Agreement shall be governed by and construed in accordance with the **laws of India**.

2. **Jurisdiction:**

- Any disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Solapur, Maharashtra, India.

3. **Arbitration Clause:**

- In the event of a dispute, the Parties agree to attempt to resolve the matter through arbitration in accordance with the Arbitration and Conciliation Act, 1996 of India.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, discussions, or understandings. No amendments shall be valid unless made in writing and signed by both Parties.

13. SIGNATURES

Signed on this

For the Provider:

Name: Gaurav Burande

Signature: _____

For the Contractor:

Name: Vincent Chepkwony

Signature: _____