# **GROW GLOBAL INDIA**

Head office: Address: 10 Near Kulkarni Garden,, Ashirwad Apartment, Sharanpur Rd,

Canada Corner, Nashik, Maharashtra 422005

Phone: +919637847607 /

Website : www.growglobalindia.com Mail: , contact@growglobalindia.com

# Website Design & Development

This agreement is entered into as of Website Design & Development on (19 / 5/2016)

Company name: - Growglobalindia.

With offices at:-10, Ashirwad Apartment, Near Kulkarni Garden, Canada corner, Saharanpur Road, Nashik – 422001.

And

Company name: - Softline solutions Nasik.

With offices at:-U4, Dream Mini Market, Opt St. Philomena High School, Road, Nashik, Maharashtra.

This Website Design & Development Agreement (the "Agreement") is made as of Your first financial deposit for service, by and between GrowGlobalIndia and ("Softline solutions"). Now therefore, the parties here to agree as follows:

- 1. Definitions.
- 1.1 "Content" means all text, pictures, sound, graphics, video and other data supplied by Client to Provider pursuant to Sections 2 or 5.1(c), as such materials may be modified from time to time.
- 1.2 "**Design Fee**" means the fees set forth in Exhibit A for Website development services provided pursuant to Section 2.
- 1.3 "Intellectual Property Rights" means any and all now known or hereafter Known tangible and intangible (a) rights associated with works of authorship Throughout the universe, including but not limited to copyrights, moral rights, and Mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise,

- and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).
- 1.5 "Milestone Delivery Schedule" means the schedule for development of the Work Product set forth in Exhibit A.
- 1.6 "**Provider Tools**" means any tools, both in object code and source code form, which Provider has already developed or which Provider independently develops or licenses from a third party, excluding any tools which Provider creates pursuant to this Agreement. By way of example, Provider Tools may include, without limitation, toolbars for maneuvering between pages, search engines, Java applets, and ActiveX controls.
- 1.7 "**Specifications**" means Client's requirements set forth in Exhibits A and B, as amended or supplemented in accordance with this Agreement.
- 1.8 "User Content" means all text, pictures, sound, graphics, video and other data provided by Website users.
- 1.9 "Website" means the user interface, functionality and Content made available on pages under the Domain Name.
- 1.10 "Work Product" means all HTML files, Java files, graphics files, animation files, data files, technology, scripts and programs, both in object code and source code form, all documentation and any other deliverable prepared for Client by Provider in accordance with the terms of this Agreement.
- 1.11 "**Template**" means the universal background and design layout to appear behind the content on all web-pages.
- 1.12 "Content Management System" (CMS) is software used to automate the process of creating, publishing, and maintaining content. A CMS simplifies content production by empowering content contributors to perform content creation, publishing, and maintenance-related tasks. A CMS separates page design from content, facilitating content maintenance and design changes. The CMS used is at the choice of the provider.

# 2. Content Management...

The Client assumes liability for any errors or omissions not so noted to the Provider. Provider will train and release logins for the customer for the CMS if requested in Exhibit A. Training will be provided as outlined in EXHIBIT A; Milestone Schedule i will be followed. Provider will enter the first 13 pages of content for the customer in accordance with EXHIBIT A. After Hosting website content entry will be billed out on per hour basis.

# 3. Website Development.

3.1 Delivery of Content. Client shall deliver to Provider all Content that Client intends for Provider to incorporate into the Template/website. The Content shall be in the format(s) specified in Exhibit A. Following the agreement of the storyboard (maximum of 3 consultations during design) ("Acceptance") as outlined in section 3.5, the customer has 3 weeks to submit all content to the provider for entry as

outlined in EXHIBIT A. Failure to provide the content will delay all milestone dates by a time determined by the Provider and a 5% late delivery fee will be added to the total site cost for compensation for odd costs to Provider 3.2 Development. Provider shall provide design, programming and other consulting services as specified in Exhibit A for the Design Fee set forth therein. Provider will provide the Work Product to Client in accordance with the Milestone Delivery Schedule. Time is of the essence with respect to the performance of Provider's services hereunder.

3.3 Project Liaisons. Each party's primary contact for development efforts shall be the project liaisons specified in Exhibit A or the person otherwise designated in writing by Client or Provider, as the case may be 3.4 Provider Tools. In the event any Provider Tools are incorporated into or are used in conjunction with the Website, or any Provider Tools are used to manipulate Content for distribution on the Website, then Provider hereby grants to Client a worldwide, non-exclusive, sublicense able ,assignable ,perpetual irrevocable right to use, reproduce, 2 distribute create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Provider Tools in any media now known or hereafter known. Throughout the term of the Agreement and immediately upon termination, Provider shall provide to Client the most current copies of the content used to build the website and terminate all logins/passwords to which Client has no rights pursuant to the foregoing, or any related documentation. 3.5 Statement of Work/Template/Website Acceptance. Client and Provider shall have 1 consultation meeting review and evaluate the storyboard (the "acceptance period") to assess whether it meets the specifications and industry standards for professional, technical and artistic quality as outlined in EXHIBIT A Milestone Section. The parties will also sign-off and agree to a statement of work.

#### 4. Modifications

- 4.1 Modifications before Section 3.5. Any number of modifications can be made to the template design or website layout or features up and until conclusion of the "Acceptance" as described in Section 3.5.
- 4.2 Modifications after Section 3.5. If Client desires to modify the website/template (including the Platform Requirements specified in EXHIBIT A) at any time during the term of this Agreement, Client shall describe the additional services or deliverables to Provider .Within 10 days of such Change Notice, Provider shall submit a change order proposal which includes a statement of any additional charges and any adjustments to the Milestone Delivery Schedule resulting from the proposed Change Notice. On Client's written approval of the Change Order, the Change Order will become a part of this Agreement. Provider shall quote all charges for the Change Orders at its then-current standard charges.

## 5. Web Hosting.

5.1 Services. Following Client's initial acceptance of the Work Product pursuant to Section 3.5, Provider shall provide the following web hosting services: (a) Domain Name. Provider shall cooperate with Client in registering the Domain Name in EXHIBIT A with the Provider's domain registrar of choice. Client shall own all right, title and interest in and to the Domain Name and all Intellectual Property Rights related thereto. Unless otherwise specified by Client, Provider shall list

Provider's project liaison as the administrative, technical and billing contact. (b) Content Control, Client shall have sole control over the Content, Provider shall not 3 supplement, modify or alter any Work Product which has been accepted by Client or any Content (other than modifications strictly necessary to upload the template which must be requested by the customer). All Content changes requested by the Client of the Provider must follow Section 3. (c) Site Backup. At Provider's expense, Provider shall maintain a complete and current copy of the Website on a CD Backup at a remote location. In the event that service is interrupted to the Website, the remote CD shall be immediately activated so that public access to the Website continues without interruption. (d) Site Downloads. Provider shall make a complete backup of the Website every week, available for purchase at the Customer's request outlined by Section 4 and EXHIBIT A. (e) Server Logs. At any given time, Client may view an electronic form of the server logs of Website activity (the "Server Logs"). (f) Standards. Provider's hosting standards shall conform to the following: (i) Availability of website. The Website shall be publicly available to users and there will be no period of interruption in public accessibility to the Website that exceeds 72hrs continuous hours in a monthly period; excluding delays from server propagation. (ii) Response Time. The mean response time for server response to all accesses to the Website shall not exceed more than 120 seconds during any 1 hour period. (iii) Bandwidth. The bandwidth representing the website's connection to the Internet shall be operating at capacity no more than 5 minutes in any 24 hour period. (iv) Security Provider shall prevent unauthorized access to the website and any databases or other sensitive material generated from or used in conjunction with the Website: and Provider shall notify Client of any known security breaches or holes. (v) Force Majeure. An Event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the Provider and which by the exercise of reasonable diligence by the Provider was unable to prevent, provided that event or circumstance is limited to the following: (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (b) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component; 4 (c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; (d) earthquakes, flood, fire, blizzard, tornado, storm or other physical natural disaster, but excluding regular weather conditions regardless of severity; and (e) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the Provider, its subcontractors or its suppliers and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or this Contract. (vi) Remedies In addition to other Applicable remedies, Client may immediately terminate this Agreement without a further cure period if: (x) any breach of this Section 5.1(f) is not cured within the later of the next measurable period (only if applicable) or 10 days. 5.2 Customer License. During the period that Provider provides web hosting

services pursuant to this Section 5, Client hereby grants to Provider a nonexclusive, non-sublicense able, royalty-free, worldwide license to reproduce, distribute, publicly perform, publicly display and digitally perform the Content and Work Product only on or in conjunction with the Website and in the making of the Provider's code. Client grants provider ability to display website and link website in their portfolio for Provider's marketing purposes. Client grants no rights other than explicitly granted herein, and Provider shall not exceed the scope of its license. **5.3 Provider License.** During the period that Provider provides web hosting services pursuant to this Section 5, Provider hereby grants to Client a nonexclusive, non-sublicense able, royalty-free, worldwide license to reproduce, distribute, publicly perform, publicly display and in conjunction with the Website. Provider requires customer display Provider trade-mark and link to website at the bottom of every page contained in template design. Provider grants no rights other than explicitly granted herein, and Provider shall not exceed the scope of its license. **5.4 Trademarks**. Subject to the terms and conditions of this Agreement, each party hereby grants to the other party a limited, non-exclusive, non-sublicense able, royalty-free, worldwide license to use such party's trademarks, service marks, trade names, logos or other commercial or product designations (collectively, "Marks") for the purposes of creating content directories or indexes and for marketing and promoting the Website or each other's business. The trademark owner may terminate the foregoing license if, in its sole discretion, the licensee's use of the Marks does not conform to the owner's standards. Title to and ownership of the owner's Marks shall remain with the owner. The licensee shall use the Marks exactly in the form provided and in conformance with any trademark usage policies. The licensee shall not form any combination marks with the other party's Marks. The licensee shall not take any action inconsistent with the owner's ownership of the Marks and any benefits accruing from use of such Marks shall automatically vest in the owner.

- 6. Payments.
- 6.1 Fees. Except as otherwise specified in Exhibit A, Provider shall invoice 30% of total website cost after completion of contract signing and another 40% after completion of section 3.5, 30% upon the delivery of Content to Provider and the remainder of fees upon project completion. Payment is 5 due upon receipt of invoice. The Provider reserves the right to charge and the Client agrees to pay interest at the rate of 5% per month, All fees the Client is responsible for shall pay, all sales, use, excise and other taxes which may be levied upon in connection with this Agreement, except for taxes based on Provider's net income.
- 7. Term and Termination.
- 7.1 Term. The initial term of this Agreement shall be as specified in EXHIBIT A. Thereafter, this Agreement shall continue until terminated with at least 30 days written notice.
- 7.2 Termination for Cause. Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for 30 days following written notice to the breaching party.
- 7.3 Termination during Initial Website Development. In the event that Client terminates the Agreement prior to initial acceptance of the Statement of Work pursuant to Section 3.5, Client shall return all Work Product to Provider and Provider shall return any Content related to Template. Client is responsible for 40% of the total project paid to Provider hereunder, including the domain registration. All licenses granted hereunder shall terminate.

7.4 Termination during Website Hosting. In the event of expiration or termination of this Agreement while Provider is providing Web hosting services pursuant to Section 4, Termination will occur at the end of the business month which the Client will be billed till the end of. Provider shall download all materials on the Website to a CD and return all content (provided the customer requested Provider entry, otherwise the Provider must return Template content) and deliver such materials to Client by 5 p.m. the last business day of the month ending. In addition, Provider shall: (a) remove the Website on the last business day of the month ending; (b) if the transfer requires a change in the Domain Name, at the end of the last business day of the month the Provider will remove Website's URL (c) Any used website hosting fees will be refunded to the customer at no penalty or charge to the customer in the form of a cash/cheque at the discretion of the Provider within 30 days.

7.5 Effect of Termination. Sections 1, 3.4, 7.6, 11, 12, 13, 14 and 15 shall survive termination of this Agreement. Upon the termination of this Agreement for any reason and upon request by Client at any time, Provider shall promptly return allContent and copies thereof and deliver the originals and all copies of the Work Product in whatever stage of completion to Client. Subject to Provider's obligations pursuant to Section 7.4, Provider shall remove all copies of the Content from servers within its control and use reasonable efforts to remove any references to Client or the Content from any site which caches, indexes or links to the Website.
7.6 Authority for Portfolio: - Development Company Have Full Authentication to Use This Project in Company Portfolio as and Product.

## 7. Provider Warranties.

Provider warrants that any Work Product, Provider Tools or Provider made changes to the Content shall not: (a) infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti- discrimination or false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) be obscene, child pornographic or indecent; and (e) contain any viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere

With, surreptitiously intercept or expropriate any system, data or personal information.

8. Client Covenants. During the period that Provider provides Web hosting services pursuant to Section 4, Client shall not distribute on the Website any Content that: (a) infringes on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti- discrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

## 9. Disclaimer of Warranties.

EXCEPT AS SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS ORIMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITYAND FITNESS FOR A PARTICULAR PURPOSE.

10. Ownership: 10.1 Ownership of Content. Provider hereby irrevocably assigns to Client all right, title and interest in and to all Content and documentation produced pursuant to Client's requests for services hereunder including, without limitation, all applicableIntellectual Property Rights thereto. If Provider has any such rights that cannot be assigned to Client, Provider waives the enforcement of 8 such rights, and if Provider has any rights that cannot be assigned or waived, Provider hereby grants to Client an exclusive, irrevocable, perpetual, worldwide, fully paid license, with right to sublicense through multiple tiers, to such rights. Provider acknowledges that there are, and may be, future rights that Client may otherwise become entitled to with respect to the Content that do not yet exist, as well as new uses, media, meansand forms of exploitation throughout the universe exploiting current or future technology yet to be developed, and Provider specifically intends the foregoing assignment of rights to Contractor to include all such now known or unknown uses, media and forms of exploitation throughout the universe. As between Provider and Client, any Content given to Provider by Client under this Agreement or otherwise, and all User Content, shall at all times remain the property of Client or its licensor. Provider shall have no rights in such Content or User Content other than the limitedright to use such content for the purposes expressly set forth in this Agreement.

10.2 **Ownership of Code.** The Provider uses open source based software to build its websites.

10.3 Employee and Subcontractor Contracts. Provider shall cause each individual or company employed by Provider in connection with the Work Product to execute a contract regarding confidentiality and assignment of rights prior to each such individual or company's commencement of services thereunder. Such contracts shall: (a) include a full assignment of all rights to Client, (b) include a waiver of any moral or similar rights, (c) be freely assignable, and (d) contain restrictions on use and disclosure. Further, with respect to any subcontractors which it employs: (x) Provider shall obtain the written consent of Client, (y) Provider shall be responsible for the direction and coordination of the services of such subcontractors, and (z) Client shall have no obligation to pay such subcontractor(s).

# 11. Indemnity.

11.1Client Indemnity. Client shall defend Provider against any third party claim, action, suit or proceeding alleging any breach of the covenants contained in Section 9. Subject to Section 12.3, Client shall indemnify Provider for all losses, damages, liabilities and all reasonable expenses and costs incurred by Provider as a result of a final judgment entered against Provider in any such claim, action, suit or proceeding. 11.2 Provider Indemnity. Provider shall defend Client against any third party claim, action, suit or proceeding resulting from Provider's acts, omissions or misrepresentations under this Agreement (including without limitation Provider's breach of the warranties contained in Sections 8). Subject to Section 12.3, Provider shall indemnify Client for all losses, damages, liabilities and all reasonable expenses and costs incurred by Client result of a

final judgment entered against. Client in any such claim, action, suit or proceeding.

11.3 Mechanics of Indemnity. The indemnifying party's obligations are conditioned upon the indemnified party: (a) giving the indemnifying party prompt written notice of any claim, action, suit or proceeding for which the indemnified party is seeking indemnity; (b) granting control of the defense and settlement to the indemnifying party; and (c) reasonably cooperating with the indemnifying party at the indemnifying party's expense. 9

#### 12. Confidential Information.

Client's "Confidential Information" are any passwords used in connection with the Website, all Work Product and documents related to the Work Product, any Content which Client designates as confidential, and any other materials of Client which Client designates as confidential or which Client should disclose as confidential. Client's "Confidential Information" also includes the Website itself until such time as Client decides to make the Website publicly available to users. Provider's "Confidential Information" is defined as the source code of any Provider Tools. Provider understands and agrees that Client does not want any other Confidential Information of Provider, and should the parties believe that additional confidential information of Provider needs to be disclosed to Client, the parties shall execute a separate nondisclosure agreement regarding such information. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary to perform under this Agreement. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, or (d) independently developed by recipient without reference to the other party's Confidential Information.

# 14. Limitations on Liability.

EXCEPT FOR BREACHES OF SECTIONS 3.1, 5.1, 5.2, 5.3 AND 15.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

## 15. General Provisions.

15.1 Further Assurances. Provider and Client shall cooperate with each other, both during and after the term of this Agreement, in the procurement and maintenance of Provider's/Client's rights to intellectual property created hereunder and to execute, when requested, any other documents deemed necessary or appropriate by Provider/Client to carry out the purpose of this Agreement. 15.1 Compliance with Laws. Provider shall ensure that its Website design and its web hosting services will comply with all applicable international, national and local laws and regulations.15.4 Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent

and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. Headings used in this Agreement are for reference purposes only and in no

way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. 15.6 Assignment and Subcontracting. This Agreement and Provider's rights, duties and obligations hereunder are personal to Provider and Provider may assign its rights, delegate its duties or subcontract its rights without Client's prior consent in Provider's sole discretion. 15.7 Independent Contractors. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party. Personnel supplied by Provider shall work exclusively for Provider and shall not, for any purpose, be considered employees or agents of Client. Provider assumes full responsibility for the acts of such personnel while performing services hereunder and shall be solely responsible for their supervision, direction and control, compensation, benefits and taxes.15.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

#### 16. NOTICES

be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box. All notices in connection with this Agreement shall be in writing and may

#### 17. SUCCESSORS

Parties hereto and their respective representatives, successors and assigns except as Otherwise provided herein. This Agreement will be binding upon and will inure to the benefit of the

#### 18. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or Unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part. In the event any provision of this Agreement is determined to be invalid or

19. NON-ASSIGNMENT sublicensed, or otherwise transferred by Licensee without the prior written consent of GrowGlobalIndia,

## 20. EXPORT REGULATIONS

Licensee understands that GlitchBusters Technologies Pvt Ltd. is subject to regulation by agencies of the Indian Government, including the Indian Departments

of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Programs and all other applicable export regulations. Licensee agrees to indemnify and hold GrowGlobalindia harmless from any loss, damages, liability or expenses incurred by GrowGlobalIndia a result of Licensee's failure to comply with any export regulations or restrictions.

## 21. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or GrowGlobalindia order acknowledgment forms. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or GrowGlobalIndia order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LICENSEE:	LICENSER:
Company: - softlinesolutions	Company: - GrowGlobalIndia
By <u>:</u>	Ву:
(Signature)	(Signature)
Name: -	Name: -

Title: - Title: - Director

# Content, strictly for Provider Entry:-

All Content shall be provided to Provider by Client in the formats specified below: All text shall be provided in ASCII (TXT), rich text format (RTF), Openoffice format (SXW/ODT) and MSOFFICE (DOC). All graphics shall be provided in PNG, GIF, JPEG, EPS, Corel Draw (CDR) or BMP format.

#### The Website:

shall include any Provider Tools the Provider chooses to use in construction of the website. Specifically, all web-sites will be constructed using the TYPO3 Content Management System.

## **Platform Requirements**

Compatible with the following browser(s): MS Internet Explorer, Mozilla, and Google Chrome. The website shall operate under the latest versions of the prescribed browsers. Updates for newer versions of browsers (when made available) will be created within 2months of the release of the newest version. The Work Product/Code shall be implemented by a CMS running on a Linux-based server. The Work Product and Provider Tools provided to Client by Provider shall be

#### Services

For the Design Fee, Provider shall provide the following services in accordance with the Milestone Delivery Schedule below. Examples include: Provider will prepare design specifications for the Website which are consistent with the Specifications in EXHIBIT B.

By GROW GLOBAL INDIA

Authorized Signatory