

SOFTWARE DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on 15th December 2020 between Zenrays Technologies Pvt. Ltd. ("Company"), with its principal place of business located at No 393, 1st Floor, Guru Krupa 7th Cross Road, 8th Main Rd, Mico Layout, BTM 2nd Stage, Bengaluru, Karnataka 560076 and Fishbone Consulting, ("Client"), with its principal place of business located at 4419 W, Blossom Way Dr Rogers, AR, 72758, USA, shall be effective as of 15th December 2020 (the "Effective Date").

WHEREAS, Company is engaged in the business of software development,

WHEREAS, Client wishes to utilize the services of Development in connection with the development of software which is a web application (the "Software").

NOW, THEREFORE, Company and Client agree as follows:

1. Scope of Services

Company will perform the services described in Proposal (the "Work"), in order to develop and implement the Software according to specifications and completion time set forth therein. Client will cooperate with Company's reasonable requests for information and data necessary for the completion of the Work.

2. Term and Termination

Unless terminated as provided herein, this Agreement shall commence on the Effective Date and will extend to and terminate upon completion of work. Client may terminate this agreement without cause upon thirty (30) days written notice. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach.

3. Price and Payment Terms

Client will pay Company for the Work as per the Proposal provided by client to Company during the term of this agreement. Company shall invoice Client in parts agreed mutually as per the payment document for services performed. Client shall deliver funds to Company within seven (7) days of receipt of an invoice from Company. In the event of termination without cause, Client agrees to pay Company for all of Work performed up to the date of termination.

4. Ownership of Intellectual Property

To the extent that Company has received payment of compensation as provided in this Agreement, Company hereby assigns to Client all rights, title, and interest in any code developed by Company for Client under this Agreement.

5. Confidential Information

The Company will sign a NDA with client to cover all the confidentiality clauses.

6. Warranty and Disclaimer

Company warrants the Company's Work will be performed in a as per prevailing industry standards.

7. Arbitration and Mediation

Except as described in Paragraph 2, if any dispute arises under the terms of this Agreement, the parties agree to select a mutually agreeable neutral third party to help them mediate it. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by binding arbitration under the rules issued as per Laws. The decision of the arbitrator shall be final. Costs and fees (other than attorneys fees) associated with the mediation or arbitration shall be shared equally by the parties. Each party shall be responsible for its attorneys' fees associated with arbitration.

8. Software Development Cost

The price of software development is charged hourly at \$30/hour.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

COMPANY:

Zenrays Technologies Pvt. Ltd

Signature:

Name: Sumit Kumar Koli

Title: Founder

CLIENT:

Fishbone Consulting

Signature:

Name: Brad Veech

Title: Founder