Prepared for:

Sysway Pvt. Ltd.

Created by:

Codekart Solutions Private Limited

This Agreement (here in after referred to as the "Agreement") is made and effective at Bhubaneswar on 2022-01-16 (" the Commencement Date") by and between Codekart Solutions Pvt Ltd (CIN U72900OR2021PTC036225) a company incorporated in India and duly registered under the Companies Act, 2013 and having its Registered Office at Plot No - 504/2382/2701, Shree Residency Patia, PS- Chandrasekharpur, Bhubaneswar, Khordha, Orissa, India, 751024 hereinafter referred to as the "Service Provider/Codekart" (which expression shall, unless repugnant to the context or meaning thereof, shall mean to include its affiliated companies, subsidiary/parent/holding companies, successors in interest, administrators and permitted assigns) of ONE PART;

And

Sysway Pvt. Ltd., a company registered and existing in India (CIN U72200OR2015PLC019712) with a registered office at D/463, Sector-8, Rourkela, hereinafter referred to as "Sysway" (which expression, unless repugnant to the context or meaning thereof, will include its representatives and executors) of the OTHER PART

WHEREAS:

1. Sysway has a need for complete IT support like developing a mobile building for the project called **Arka** with the technologies lik HTML,CSS,Bootstrap,Javascript,jQuery,PHP, etc.
2. After the completion and delivery of the project, CodeKart has to provide IT support and further phases development of this specific project.
3. CodeKart has an interest in performing such services for Sysway and
4. The parties wish to set forth the terms and conditions upon which such services will be provided to Sysway by CodeKart;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises here in contained, the parties hereby agree as follows:

Basic information:

- **Project Domain:** sports
- **Project Format** mobile
- **No. of Panel:**

Plot No 504/2382/2701,
First Floor,Kanan Vihar,
Phase 2, Patia, BHUBANESWAR.
ODISHA [751024], INDIA

info@thecodekart.com
www.thecodekart.com
+91-9178587486

- ○ Admin
- ○ Super Admins
- ○ **Designing Technology:**Figma
- ○ **Development Technologies:**
  - ▪ Frontend:
    - HTML
    - CSS
    - Bootstrap
    - Javascript
    - jQuery
  - ▪ Backend:
    - PHP
  - ▪ Database:
    - MySQL
  - ▪ Server:
    - GoDaddy
- ○ **Future Phases (Not Focus for 1st phase):**

  nothing

Project Schedule:

Task	Weeks
• **Requirement Gathering & Agreement Signing**	1st wk
• **Backend Architecture**	4th
• **Figma Designing**	9th
• **Development**	10th
• **Testing**	11th
• **Final Touch & Deployment**	14-16th

Pricing:

Task	Amount

- **Designing**   12345
- **Development**   45786
- **Unit Testing**   23456
- **Load & Performance Testing**   65456
- **Hosting, Deployment, Training**   45678
- **Total**   192721

Payment Terms & Schedule:

Phases	Task	Amount
1st	After signing the BRD	48180.25
2nd	After completion of UX Design	48180.25
3rd	After a demo of 50% completion	48180.25
4th	After being given the final demo	

N.B:

- The client has to pay the total amounts in 4 installments.
- Each installment will be 25% of the total amount.
- Once Codekart will release the invoice then only the client has to pay the amount after verifying the progress.
- The client has to pay the amount within 7days of raising the invoice. If the client is not paying the amount, Codekart has the right to pause the work with or without any notice

Terms and Conditions:

This Contract is governed by the terms and conditions provided here and in Attachment A, attached hereto.

IN WITNESS WHEREOF, by their respective signatures below, the parties have caused the Contract, inclusive of Attachment A, to be duly executed and effective as of the Effective Date.

Plot No 504/2382/2701,
First Floor,Kanan Vihar,
Phase 2, Patia, BHUBANESWAR.
ODISHA [751024], INDIA

info@thecodekart.com
www.thecodekart.com
+91-9178587486

CODEKART
LET'S CRAFT THE FUTURE!

Sender Company
Codekart Solutions Pvt. Ltd
Accepted by:

Receiver Company
Sysway Pvt. Ltd.
Accepted by:

Witness
Name: Subham Mohapatra
Title: CEO
Address: PLOT NO- 504/2382/2701, Address: SHREE RESIDENCY PATIA,
PS- CHANDRASEKHARPUR,
BHUBANESWAR Khordha OR 751024 IN
Date: 2022-01-16

Witness
Name:
Title:

Address:

Date:

<u>**Attachment A**</u>

Contract Terms and Conditions

1. **Intellectual Property Rights**

   - **Retained Rights.** Each party will retain all right, title, and interest in and to its own Pre?Existing Intellectual Property irrespective of any disclosure of such Pre?Existing Intellectual Property to the other party, subject to any licenses granted herein.

   - **Pre?Existing Intellectual Property.** CodeKart will not use any CodeKart or third party Pre?Existing Intellectual Property in connection with this Contract unless CodeKart has the right to use it for Customer's benefit. If CodeKart is not the owner of such Pre?Existing Intellectual Property, CodeKart will obtain from the owner any rights as are

Plot No 504/2382/2701
First Floor,Kanan Vihar,
Phase 2, Patia, BHUBANESWAR.
ODISHA [751024], INDIA

info@thecodekart.com
www.thecodekart.com
+91-9178587486

necessary to enable CodeKart to comply with this Contract.

CodeKart grants Customer a non?exclusive, royalty?free, worldwide, perpetual and irrevocable license in CodeKart and third party Pre?Existing Intellectual Property, to the extent such Pre?Existing Intellectual Property is incorporated into any Deliverable, with the license including the right to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of and disclose the property and to sublicense others to do these things. CodeKart will not incorporate any materials from a third party, including Open Source or freeware, into any Deliverable unless (i) CodeKart clearly identifies the specific elements of the Deliverable to contain third party materials, (ii) CodeKart identifies the corresponding third party licenses and any restrictions on use thereof, and (ii) approval is given by Customer in writing. CodeKart represents, warrants and covenants that CodeKart has complied and shall continue to comply with all third party licenses (including all open source licenses) associated with any software components that will be included in the Deliverables or any other materials supplied by CodeKart. CodeKart shall indemnify Customer against any losses and liability incurred by Customer due to failure of CodeKart to meet any of the requirements in any of the third party licenses.

- **Ownership of Deliverables.** Subject to CodeKart and third party rights in Pre?Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to Customer, and CodeKart hereby assigns such rights to Customer. CodeKart agrees that Customer will own all patents, inventor's certificates, utility models or other rights, copyrights or trade secrets covering the Deliverables and will have full rights to use the Deliverables without claim on the part of CodeKart for additional compensation and without challenge, opposition or interference by CodeKart and CodeKart will, and will cause each of its Personnel to, waive their respective moral rights therein. CodeKart will sign any necessary documents and will otherwise assist Customers in securing, maintaining and defending copyrights or other rights to protect the Deliverables in any country.

- **No Rights to Customer Intellectual Property.**Except for the limited license to use materials provided by Customer as may be necessary in order for CodeKart to perform Services under this Contract, CodeKart is granted no right, title, or interest in any Customer Intellectual Property.

2. **Confidentiality**

- **Confidential Information.** For purposes of this Contract, "Confidential Information" shall mean information or material proprietary to a Party or designated as confidential

Plot No 504/2382/2701
First Floor,Kanan Vihar,
Phase 2, Patia, BHUBANESWAR.
ODISHA [751024], INDIA

info@thecodekart.com
www.thecodekart.com
+91-9178587486

by such Party (the "Disclosing Party"), as well as information about which a Party (the "Receiving Party") obtains knowledge or access, through or as a result of this Contract (including information conceived, originated, discovered or developed in whole or in part by CodeKart hereunder). Confidential Information does not include: a) information that is or becomes publicly known without restriction and without breach of this Contract or that is generally employed by the trade at or after the time the Receiving Party first learns of such information; b) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; c) information the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; d) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions on further disclosure; or (e) information the Receiving Party develops independent of any information originating from the Disclosing Party.

- **Customer Confidential Information..** The following constitute Confidential Information of Customer and should not be disclosed to third parties: the Deliverables, discoveries, ideas, concepts, software in various states of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract. CodeKart will not use Customer's name, likeness, or logo (Customer's "Identity"), without Customer's prior written consent, to include use or reference to Customer's Identity, directly or indirectly, in conjunction with any other clients or potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.

- **Non-Disclosure.** The Parties hereby agree that during the term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity. Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials,

Plot No 504/2382/2700
First Floor,Kanan Vihar,
Phase 2, Patia, BHUBANESWAR.
ODISHA [751024], INDIA

info@thecodekart.com
www.thecodekart.com
+91-9178587486

sketches, drawings, memorandums, documentations and records which in any way incorporate Confidential Information.

- **Right to Disclose.** With respect to any information, knowledge, or data disclosed to Customer by the CodeKart, the CodeKart warrants that the CodeKart has full and unrestricted right to disclose the same without incurring legal liability to others, and that Customer shall have full and unrestricted right to use and publish the same as it may see fit. Any restrictions on Customer's use of any information, knowledge, or data disclosed by CodeKart must be made known to Customer as soon as practicable and in any event agreed upon before the start of any work.

3. **Conflict of Interest**

- CodeKart represents that its execution and performance of this Contract does not conflict with or breach any contractual, fiduciary or other duty or obligation to which CodeKart is bound. CodeKart shall not accept any work from Customer or work from any other business organizations or entities which would create an actual or potential conflict of interest for the CodeKart or which is detrimental to Customer's business interests.

4. **Termination**

Rights to Terminate

- Customers may terminate this Contract and/or an individual project for its convenience, without liability at any time, upon prior written notice to CodeKart.

- CodeKart may terminate this Contract upon thirty days prior written notice provided there are no open projects at the time notice is given.

- Customer may terminate this Contract and/or any open projects immediately for cause if the CodeKart fails to perform any of its obligations under this Contract or if CodeKart breaches any of the warranties provided herein and fails to correct such failure or breach to Customer's reasonable satisfaction within ten (10) calendar days (unless extended by Customer) following notice by Customer. Customers shall be entitled to seek and obtain all remedies available to it in law or in equity.

- Upon termination of any project or work given CodeKart hereunder, CodeKart will immediately provide Customer with any and all work in progress or completed prior to the termination date. As Customer's sole obligation to CodeKart resulting from such termination, Customer will pay CodeKart an equitable amount as determined by Customer for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of

Plot No 504/2382/2701,
First Floor,Kanan Vihar,
Phase 2, Patia, BHUBANESWAR.
ODISHA [751024], INDIA

info@thecodekart.com
www.thecodekart.com
+91-9178587486

termination.

- Upon termination or expiration of this Contract or a project performed by CodeKart hereunder, whichever occurs first, CodeKart shall promptly return to Customer all materials and or tools provided by Customer under this Contract and all Confidential Information provided by Customer to CodeKart.
- Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.

5. **Warranties**

CodeKart warrants that:

- the Services and Deliverables are original and do not infringe upon any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights,
- it will perform the Services hereunder in a professional and workmanlike manner,
- the Deliverables CodeKart provides to Customer are new, of acceptable quality free from defects in material and workmanship and will meet the requirements and conform with any specifications agreed between the parties,
- it has all necessary permits and is authorized to do business in all jurisdictions where Services are to be performed,
- it will comply with all applicable federal and other jurisdictional laws in performing the Services,
- it has all rights to enter into this Contract and there are no impediments to CodeKart's execution of this Contract or CodeKart's performance of Services hereunder.

6. **Limitation of Liability**

- tExcept as set forth in this section below, in no event will either party be liable for any special, indirect, incidental, or consequential damages nor for loss of data, profits or revenue, cost of capital or downtime costs, nor for any exemplary or punitive damages, arising from any claim or action, incidental or collateral to, or directly or indirectly related to or in any way connected with, the subject matter of the agreement, whether such damages are based on contract, tort, statute, implied duties or obligations, or other legal theory, even if advised of the possibility of such damages
- Notwithstanding the foregoing, any purported limitation or waiver of liability shall not apply to contractor's obligation under the indemnification or confidential information sections of this agreement or either party's liability to the other for personal injury, death or physical damage to property claims.

7. Inspection and Acceptance

Plot No. SPO-4/2582/27 GI,
First Floor,Kanan Vihar,
Phase 2, Patia, BHUBANESWAR.
ODISHA [751024], INDIA

info@thecodekart.com
www.thecodekart.com
+91-9178587486

- Non-Conforming Services and Deliverables. If any of the Services performed or Deliverables delivered do not conform to specified requirements, Customer may require the CodeKart to perform the Services again or replace or repair the non-conforming Deliverables in order to bring them into full conformity with the requirements, at CodeKart's sole cost and expense. When the defects in Services and/or Deliverables cannot be corrected by re-performance, Customer may: (a) require CodeKart to take necessary action, at CodeKart's own cost and expense, to ensure that future performance conforms to the requirements and/or (b) reduce any price payable under the applicable project to reflect the reduced value of the Services performed and/or Deliverables delivered by CodeKart and accepted by Customer.

- If CodeKart fails to promptly conform the Services and/or Deliverables to defined requirements or specifications, or take action deemed by Customer to be sufficient to ensure future performance of the project in full conformity with such requirements, Customer may (a) by contract or otherwise, perform the services or subcontract to another CodeKart to perform the Services and reduce any price payable by an amount that is equitable under the circumstances and charge the difference in re-procurement costs back to CodeKart and/or (b) terminate the project and/or this Contract for default.

8. **Insurance**

    - CodeKart shall maintain adequate insurance coverage and minimum coverage limits for its business as required by any applicable law or regulation, including Workers' Compensation insurance as required by any applicable law or regulation, or otherwise as determined by CodeKart in its reasonable discretion. CodeKart's lack of insurance coverage shall limit any liability CodeKart may have under this Contract.

9. **Miscellaneous**

    - **Assignment.** CodeKart shall not assign any rights of this Contract or any other written instrument related to Services and/or Deliverables provided under this Contract, and no assignment shall be binding without the prior written consent of Customer. Subject to the foregoing, this Contract will be binding upon the Parties' heirs, executors, successors and assigns.

    - **Governing Law.** The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Contract. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Contract will be construed and enforced in accordance with the laws of the State of [State] , excluding its choice of law rules.

Plot No 504/2382/2701,
First Floor,Kanan Vihar,
Phase 2, Patia, BHUBANESWAR.
ODISHA [751024], INDIA

info@thecodekart.com
www.thecodekart.com
+91-9178587486

- **Severability.** The Parties recognize the uncertainty of the law with respect to certain provisions of this Contract and expressly stipulate that this Contract will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Contract or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Contract will be unaffected.

- **Independent Contractor.** Nothing contained in this Contract shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between CodeKart and Customer. Customer and CodeKart agree that CodeKart is, and at all times during this Contract shall remain, an independent contractor.

- **Force Majeure.** Neither Party shall be liable for any failure to perform under this Contract when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary by both CodeKart and Customer. If the delay remains in effect for a period in excess of thirty days, Customer may terminate this Contract immediately upon written notice to CodeKart.

- **Entire Contract.** This document and all attached or incorporated documents contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

Plot No 504/2382/2701,
First Floor, Kanan Vihar,
Phase 2, Patia, BHUBANESWAR.
ODISHA [751024], INDIA

info@thecodekart.com
www.thecodekart.com
+91-9178587486