**AGREEMENT BETWEEN GEFTEN ELECTRICAL SOLUTIONS LLP AND CODESCAP**

This agreement is made and entered into as of 23rd January 2024, by and between **Geften Electrical Solutions LLP**, hereinafter referred to as "**Geften,**" and **Codescap Software Solutions**, hereinafter referred to as "**Codescap**."

**1. Warranty:**

Codescap agrees to provide a 2-month free warranty for the "Gefmart" application developed for Geften Electrical Solutions LLP. The warranty period commences upon the successful completion and deployment of the Gefmart application.

**2. Service and Maintenance:**

Codescap commits to a three-year paid service and maintenance plan for the Gefmart application developed for Geften Electrical Solutions LLP. The paid service and maintenance period shall begin immediately after the expiration of the warranty period.

**3. Service Charge:**

During the paid service and maintenance period, Codescap agrees that the maximum amount chargeable per hour for services rendered is 500 rupees. There will be an annual increment of 10% in the service charge, effective at the beginning of each anniversary year.

**4. Delivery Boys Database:**

Codescap shall provide Geften Electrical Solutions LLP with access to the delivery boys' database relevant to the Gefmart application. This database shall be used exclusively for the purpose of managing and optimizing delivery operations within Geften Electrical Solutions LLP.

**5. Non-Disclosure:**

Both Geften and Codescap agree to maintain the confidentiality of any proprietary, sensitive, or confidential information disclosed by either party during the course of this agreement. This includes, but is not limited to, trade secrets, business plans, and other proprietary information.

**6. Ownership Rights:**

Codescap acknowledges and agrees that it does not have any ownership rights on the Gefmart application developed for Geften Electrical Solutions LLP. The application and all its components remain the exclusive property of Geften.

**7. Permission Revocation:**

Geften Electrical Solutions LLP reserves the right to revoke any permissions granted to Codescap for the development of the Gefmart application, with or without cause, at its sole discretion.

**8. Database Access Details:**

Upon request by Geften Electrical Solutions LLP, Codescap shall provide all login credentials and other database access details to the company chosen by Geften for further development of the Gefmart application.

**9. Deadline Compliance**:

Codescap agrees to complete all development of the Gefmart application by the deadline provided in the 'Scope of Work' document. Failure to meet the specified deadline may result in termination of the agreement at Geften's discretion.

**TERM AND TERMINATION:**

This agreement shall commence on the 23rd of January 2024, and shall continue for the duration of the three-year service and maintenance plan unless terminated earlier by mutual agreement or due to a material breach of the terms herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of 23rd of January 2024.

**For GEFTEN ELECTRICAL SOLUTIONS LLP:**

Raicemon George

Designated Partner

Date: 23/01/2024

**For CODESCAP SOFTWARE SOLUTIONS**

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