Cloud Odyssey

STATEMENT OF WORK:

MANAGED SERVICES

Date: 12 June 2024

Bangalore

Managed Services

Salesforce Enhancements Support, Enhancements & Customization	The maintenance services of **River Mobility Private Limited** instance will include the following deliverables: **Enhancements and Customizations on the current existing Salesforce Instance Only:** Cloud Odyssey will work directly with **River Mobility Private Limited** & agree on the book of work for an agreed period. Cloud Odyssey will support **River Mobility Private Limited** to ensure that Salesforce platform is configured to broadly manage the following according to **River Mobility Private Limited** business objectives: • Configure Best Practices to manage enhancements. • Configure / Develop enhancements. • Unit Test / QA each deliverable. • Deploy changes /enhancements to UAT & Production. • Deliverables will include enhancements to existing functionality. • Deliverables & Timelines will be based on a single resource commitment.

In Scope

1. Developer 1 day extension on site (River HQ)
2. Changes in the PDFs shared
3. Storing the Invoice in the CRM as a record.
4. Invoice numbers will be the separate series for each dealer.

   (There is no fixed number of invoices that will create for each Order which will be decided by the types of products added)

TERMS AND FEE SCHEDULE

Cost of the services:

Support Pack/Hour	INR 1500 (8hrs /day)
Timeline	4 Days
Services Cost	INR 60,000 Sixty thousand rupees only
Discounted Cost	INR 55,000 Fifty Five thousand rupees only

BILLING SCHEDULE

Monthly Invoice will be generated

Invoices will be raised at the start of the month.

- **Payment Terms**

The Services requested by **River Mobility Private Limited,** will be invoiced in accordance with the following: **River Mobility Private Limited,** shall pay all invoices within 15 days of Invoice submission. CO may delay or suspend the provision of services in the event of a delay in payment.

*Duties and taxes as applicable.

** All license fees are separate and are payable directly to Salesforce.com

Annexure 1

1. Contract Terms

River Mobility Private Limited (Customer) hereby appoints **Cloud Odyssey** (Vendor) (herein after referred as "Customer"& "Vendor") for support, design and enhancement of Salesforce.com instance (herein after referred as "Services") as defined in the above Scope Statement. The Vendor will execute the requirements as defined above and as part of this Agreement. The Vendor will perform the services at various times and for various durations as directed by Customer and as mutually agreed with the Vendor.

The vendor will execute the requirements defined by the customer on a pre-determined schedule (monthly/bi-monthly/weekly/etc.). All such allocated work will be documented by the Vendor and performed as per mutually determined effort/schedule and customer determined priorities.

2. Payments & Terms

The Vendor will bill the Customer **Per Month.**

Payment Schedule

Invoices will be raised by the end of the month for each month commencing on **for Six Months term from the commencement of the contract. The day the contract gets signed by both the parties will be treated as the start date of the contract.**

The payment for all services will be made as per the mentioned payment schedule. All invoices for support services will be raised at the start of the month.

The Vendor shall provide detailed invoices. The Vendor shall maintain the invoice details for a period of seven months from the date of the respective invoices. The Customer shall make full payment for services within 30 days of invoice receipt unless Customer disputes any such invoice.

Notice of Termination.

This Agreement shall commence on the date stated above and shall remain in effect until all obligations under this Agreement have been properly completed. The Customer may terminate this Agreement with or without cause by providing at least thirty (30) days written notice to the vendor. In that event, all payments will cease, and Customer shall have no further liability to Vendor and Vendor will transfer to customer all work product completed through the termination date.

3. Warranties

The Vendor represents and warrants to the Customer that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

4. Independent Contractor

The Vendor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. The Vendor shall not enter into any contract or commitment on behalf of Customer. The Vendor further acknowledges that it is not considered an affiliate or subsidiary of Customer and is not entitled to any Customer employment rights or benefits. It is expressly understood that this undertaking is not a joint venture, and the Vendor will not claim any share in Customer's business or profit that is generated through the web properties.

5. Office Expenses

All expenses incurred by the Vendor including, without limitation, office rent, travel expenses (which are not in agreement with guidelines), supplies, stenographic and clerical assistance, telephone calls, telegrams, business licenses and all taxes including income taxes, payroll taxes, sales taxes, etc., shall be borne by the Vendor and the "Customer" shall have no responsibility whatsoever for the payment thereof.

6. Intellectual Property

During the Term of this contract, the Customer may provide the Vendor with access to Intellectual Property controlled by the Customer (hereinafter the "Intellectual Property") as well as permission to host the Intellectual Property in a Vendor-controlled hosting environment to help facilitate the Vendor providing the Services to the Customer. All permissions given by the Customer to Vendor relating to its Intellectual Property are restricted solely to executing this Agreement. At the Customer's written request, the Vendor will return to the Customer all Intellectual property that has been provided by the Customer to the Vendor.

It is agreed that all work products of this agreement shall be the exclusive property of the Customer.

7. Software Licenses

During the course of this Agreement, the Customer may provide permission to the Vendor to access software provided by a third party to the Customer, to facilitate the Vendor's delivery of the Services. At the Customer's request, the Vendor will return all access codes and software back to the Customer and delete all downloads etc. relating to this access from the Vendor's systems.

8. Confidentiality

The Vendor recognizes and acknowledges that this Agreement creates a confidential relationship between the Vendor and Customer and that information concerning Customer's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Customer is hereinafter collectively referred to as "Confidential Information."

9. Non-Disclosure

The Vendor agrees that, except as directed by Customer, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Customer all documents, papers, and other matter in its possession or control that relate to Customer. The Vendor further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

10. Office Rules

The Vendor shall comply with all office rules and regulations, including security requirements, when on Customer premises.

11. Conflict of Interest

The Vendor shall not hire Customer's employee or contractor during this term of the contract and for two years after the contract is over. The Vendor shall not offer or give a gratuity of any type to any Customer employee or agent.

12. Force Majeure

The Vendor or the Customer shall not be liable (during the period of Force Majeure) to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the its obligations in relation to the Service, if the delay or failure was due to Force

Majeure conditions of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including Act of God, fire, flood, electricity shutdown, earthquake, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes etc.).

13. Liability and Indemnification

In connection with the services provided generally under this Agreement, in no event shall either party be liable for damages to any property or person or for indemnification in an amount greater than the amount paid by Customer hereunder, and provided further that the parties shall not be liable for any damages whatsoever caused by any acts or omissions beyond its control or not due to its fault, or for any special or consequential damages, loss of profits, interest, penalties or fines. This paragraph shall not apply to damages caused by a party's gross negligence, willful misconduct or from breach of confidentiality.

14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Republic of India,

IN WITNESS, WHEREOF, Customer and the Vendor Associates have duly executed this Agreement as of the day and year first above written.

Signatures :

Accepted by Customer: Accepted by Vendor:

River Mobility Private Limited   **Cloud Odyssey Consultancy Services Pvt Ltd**

By: Dinesh   By:

                                                                  Dinesh Mohan Ramakrishnan

Signature: Signature:

Title: Manager   Title: COO

Date Signed 12/6/2024   Date Signed

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