Software App API & Web Sub Models API DEVELOPMENTAGREEMENT

This API Development Agreement is made and entered into as of 20/02/2025, by and between:

PARTIES

Developer CRIMSONS SYSTEMS, Plot number 38,39, IT Park 2nd Phase, Bargi Hills Jabalpur, a State Corporation, with its principal office located at Jabalpur ("Developer").

Client RAJPAL OPC, a State Corporation , with its principal office located at 240 , Rajpal Towers Madan Mahal Jabalpur. ("Client").

RECITALS

WHEREAS, the Developer is a provider of software development services, with expertise in creating software applications API ; WHEREAS ,the Client desires to have the Developer perform development of certain software app API and web models API as described below; NOW, THEREFORE ,inconsideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. SCOPEOFWORK

   Description of Software APIs

The Developer shall develop the following software app API and web models API for the Client:

- Model1:Chat API Development (Mobile& Web)

  - Real-time text messaging

  - User availability/presence indicators

  - Image sharing

- Model2:Audio Calling API (Mobile& Web)

  - One-to-one calling

  - Incoming call API feature

  - Call recording

- Model3:Video Calling API (Mobile& Web)

  - One-to-one video calls

o Incoming call API feature

o End call option

o Call recording

Development Phases & Milestones

- Phase1:Delivery of Chat Model API (Mobile & Web) CompletionDate:28.02.2025

- Phase2:DeliveryofAudioModel API (Mobile & Web)CompletionDate:03.03.2025

- Phase3:DeliveryofVideoModel API (Mobile & Web)CompletionDate:07.03.2025

Modifications: Any modifications to the scope of work must be agreed upon by both parties in writing. Additional charges may apply for an expanded scope.

2. COMPENSATION AND PAYMENT TERMS

Total Fee the Client agrees to pay the Developer the total amount of INR 75,000 for the development of The Software APIs which may or may not increase as per the satisfaction level of the client.

Payment Schedule

- Initial Payment: INR 25,000 upon signing this Agreement.

- Payment1: INR 25,000 First Payment: Upon proper integration and set up of the software.

- Payment2: INR 25,000 Second Payment: Upon receiving all source code of the project.

- Final Payment: Upon full satisfaction and thorough testing of the software.

Late Payments If any payment is delayed beyond 21 days, the Developer reserves the right to suspend work until all out standing payments are made. Late payments may also be subject to a 10% penalty fee.

3. TIMELINE

Development Schedule

- StartDate:12.02.2025

- EndDate:10.03.2025

The Developer agrees to complete the development within this time line, subject to any mutually agreed-upon delays.

4. INTELLECTUAL PROPERTY

Ownership Upon full payment, all rights, title, and interesting the Software APIs developed under this Agreement shall transfer to the Client. The Developer retains the right to use any pre-existing tools, libraries, or software not developed for this project.

LicenseIftheDeveloperusesanypre-existingintellectualproperty,the Developer grants the Client a non-exclusive, perpetual license to use such intellectual property in connection with the Software Models.

5. CONFIDENTIALITY

Confidential Information both parties agree to keep all proprietary or confidential information sharedduringthetermofthisAgreementconfidentialandnottousesuchinformationforanypurpose other than fulfilling this Agreement.

6. WARRANTIES AND SUPPORT

Warranty The Developer warrants that the Software Models will conform to the specifications outlined in this Agreement and be free from material defects for a period of 9 months after delivery.

Support and Maintenance the Developer will provide **9 months** of support, including bug fixes and updates, at no additional cost. Any support beyond this period may be subject to additional charges.

7. TERMINATION

Termination for Convenience Either party may terminate this Agreement for convenience by providing 30 days written notice to the other party.

Termination for Cause Either party may terminate this Agreement immediately in the event of a material breach by the other party if such breach is not cured within 15 days of receiving written notice.

8. DISPUTERE SOLUTION

Mediation In the event of any dispute, the parties agree to attempt to resolve the dispute through mediation before resorting to formal legal action.

Arbitration If mediation fails, the dispute shall be resolved by binding arbitration in accordance with the rules of Arbitration Association, and the location of arbitration shall be M.P. JABALPUR.

9. MISCELLANEOUS

Entire Agreement This Agreement constitutes the entire agreement between the parties with respect to the subject matter here of and supersedes all prior agreements, whether written or oral.

Amendments Any modifications or amendments to this Agreement must be made in writing

and signed by both parties.

Governing Law This Agreement shall be governed by and construed in accordance with the laws of Madhya Pradesh.

10. Server Crash, Data Loss, and Developer Liability

No Guarantee of Data Availability. The Developer does not guarantee the uninterrupted availability of the servers or data during the development process or after project completion.

Developer's Limitation of Liability for Data Loss. The Developer shall not be liable for any loss, corruption, or deletion of data. The Client agrees to maintain regular backups of its data.

Force Majeure. The Developer shall not be held responsible for any failure or delay in performance caused by unforeseen circumstances beyond its control.

Indemnity and Limitation of Liability. The Developer's total liability for any loss or damage arising from server crashes, data loss is nil. In any breach of this Agreement shall be limited to the total amount paid by the Client under this Agreement for the specific services that caused the issue.

Backup Responsibility It is the sole responsibility of the Client to regularly back up any important data to prevent potential loss.

IN WITNESS WHERE OF, the parties have executed this Agreement as of the date first above written.

Crimsons Systems (Developer)

By: _____

Name: _____

Title: _____

Date: _____

Rajpal OPC (Client)

By: _____

Name: _____

Title: _____

Date: _____