This Memorandum of Understanding is made and entered into by and between Instrive Softlabs Private Limited, India (CIN - U72900TN2019PTC128441) (hereinafter referred to as "COMPANY") located at 174/300, Avvai Shanmugam Salai, Lloyds Road, Chennai - 600 014 and <CLIENT NAME>, Singapore (UEN XXXXXXXX) (hereinafter referred to as "CLIENT") located at<CLIENT ADDRESS>

WHEREAS, COMPANY and CLIENT mutually desire to enter into a collaboration/ business agreement; and

WHEREAS, COMPANY agrees to develop a new product named "< Product name >" specifically for CLIENT;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Responsibilities of COMPANY.** 
   1. **Supply Manpower**: Will supply trained and ready-to-deploy manpower at the agreed prices.
   2. **Maintain Manpower Bench**: Will maintain a bench of committed manpower.
   3. **Billing and Invoicing**: Shall agree to bill and raise an invoice against the PO for the resources utilised at the end of the month as per the agreed costing.
   4. **Resource Placement**: Shall place the resources at the offshore development centre located in Chennai, India. Shall coordinate with resources in case of work from home.
   5. **Infrastructure and Technology**: Will provide the necessary infrastructure and technology for the resources to work uninterrupted.
   6. **Timesheets**: Will provide monthly timesheets for resource utilisation.
   7. **Communication and Reporting**: Will maintain regular communication with CLIENT regarding project status and any issues that arise.
   8. **Compliance and Standards**: Will ensure all resources comply with CLIENT’s standards and regulatory requirements.
2. **Responsibilities of CLIENT.**
   1. **Resource Requests**: Will provide a written request for adding or changing resources 30 days in advance.
   2. **Project Plan and Milestones**: Will provide the necessary plan and milestones for the utilisation of resources.
   3. **Resource Approval**: Will interview and approve key members deployed on the engagement.
   4. **Invoice Review and Payment**: Will review invoices every month and release payments based on mutually agreed payment terms and tariffs on Appendix A.
   5. **Purchase Orders**: Will release the necessary purchase orders for the mutually agreed time period.
   6. **Feedback and Communication**: Will provide timely feedback and maintain open communication channels with COMPANY for efficient project execution.

### Product Development and Specifications:

### Development Objective: COMPANY is tasked with developing "< Product name >," a cutting-edge AI-driven conversational engine tailored for CLIENT. This product aims to revolutionize chat-based engagement with potential employees, making the recruitment process more interactive and efficient.

### Key Features: "< Product name >" will include a variety of features designed for <PURPOSE> <KEY FEATURES>

### 

### Intellectual Property Rights (IPR):

The COMPANY acknowledges and agrees that the CLIENT and/or its licensors own all Intellectual Property Rights in the Service, the Software and the Documentation. Except as expressly stated herein, this Agreement does not grant the COMPANY any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Service, the Software and/or the Documentation.

* 1. The COMPANY acknowledges that it owns no copyright or other Intellectual Property Rights in the Service, the Software and the Documentation or any part thereof.
  2. The COMPANY shall not itself, and shall ensure that none of its Affiliates, employees, agents or any other third party shall delete proprietary information, copyright or trademark notices appearing on the Service or other materials owned by CLIENT under this Agreement. Further, the COMPANY will add and encode such notices verbatim on all copies made by it pursuant to the provisions hereof.
  3. The COMPANY shall not itself, and shall ensure that none of its Affiliates, employees, agents or any other third party shall, decompile or disassemble the Service or reverse compile, reverse assemble or reverse engineer the Service from object code into source code or attempt, authorise or permit the same in any manner or for any purpose whatsoever without CLIENT’s prior written consent.
  4. The COMPANY shall inform CLIENT immediately, upon becoming aware, of any alleged or actual unauthorised use of the Service or any alleged or actual infringement of the copyright or know-how and other proprietary rights relating to the Service which shall come to its knowledge and shall at CLIENT’s reasonable expense provide CLIENT with all reasonable assistance in any suit for injunction or relief or damages which CLIENT may, in its sole discretion, decide to take in respect of such infringement or unauthorised use.
  5. For the avoidance of doubt, CLIENT has no obligation or liability in respect of any suspected or actual infringement of copyright, know-how and/or other proprietary rights relating to the Service in the event the Service is alleged to be infringing:

is manufactured, designed or supplied by the COMPANY or such agent or third party as appointed by the COMPANY in accordance with any requirement, design or special instruction furnished by the COMPANY;

is used by the COMPANY, its Affiliates, employees, agents or any other third party in a manner or for a purpose not contemplated by this Agreement;

is used or located by the COMPANY, its Affiliates, employees, agents or any other third party in another environment other than the technical environment for which it is licensed, as specified in the applicable Service Order;

has been superseded by a release(s) of the Service made available to the COMPANY, its Affiliates, employees, agents or any other third party which makes the Service non-infringing;

is used by the COMPANY, its Affiliates, employees, agents or any other third party in combination with other products, software or applications not provided by CLIENT, or where such combination is not approved in writing by CLIENT, including software developed by the COMPANY, its Affiliates, employees, agents or any other third party through the permitted use of the Service;

is modified by the COMPANY, its Affiliates, employees, agents or any other third party without the CLIENT’s written authorisation; or

If the COMPANY, its Affiliates, employees, agents or any other third party continues to use the affected part of the Service notwithstanding CLIENT’s request to replace, modify or return the affected part of the Service.

* 1. The COMPANY shall also not disclose, use, reproduce, make copies, modify, distribute, publish, display, upload, broadcast, transmit, hyperlink, sell, assign, commercially rent, sub-license, decompile, reverse engineer, input, compile or otherwise transfer any of the Intellectual Property Rights in the Service, the Software and the Documentation to any third party (including but not limited to text, graphics, compilations, computer, programs, code and/or software).

#### Confidentiality:

#### COMPANY and the CLIENT agree to maintain confidentiality for up to two years after the expiration or earlier termination of this Agreement; provided, however, that Confidential Information which constitutes the trade secrets of the CLIENT shall be kept confidential indefinitely.

#### This would cover areas such as operational information, costs, clients, etc. The CLIENT also agrees to maintain confidentiality on the commercial terms agreed with COMPANY and to ensure that these terms are not available in the public domain or disclosed to any third party.

#### Customer Data Protection:

#### COMPANY agrees to delete or destroy any CLIENT customer data as directed by the CLIENT as soon as reasonably practicable. CLIENT acknowledges and agrees that CLIENT will be responsible for exporting any of the Customer Data it wishes to retain afterwards.

#### The COMPANY agrees that at the termination of this contract, CLIENT data, assets or sensitive information will be either returned to the CLIENT or destroyed as indicated by the CLIENT at the time of contract termination.

1. **Access Control:**

* COMPANY will implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
  + All access to CLIENT confidential information will be on a password-protected basis, with unique identifications plus passwords, which are not vendor-supplied default passwords, that are reasonably designed to maintain the integrity of the security of the access controls, and implement secure user authentication protocols, including:
    - control of user IDs and other identifiers
    - a reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies
    - control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
    - restricting access to active users and active user accounts only; and
    - blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
  + Access to CLIENT data is allowed only by authorised COMPANY representatives according to the principles of segregation of duties. COMPANY representatives will have access to applications listed in Appendix B and will use two–factor authentication wherever applicable.

**Back-up/Retention:**

* COMPANY will regularly back up systems used to provide services to CLIENT to ensure adequate recovery capabilities. Back-ups will be appropriately protected to ensure only authorised individuals are able to access the CLIENT's confidential information, including but not limited to encryption of data stored off-site in electronic media and appropriate classification and protection of hard-copy records. If not separately backed up, COMPANY will secure any files containing CLIENT confidential information against unauthorised access in accordance with the terms of this Agreement until the back-up copies are recycled or properly destroyed so that information on them cannot practicably be read or reconstructed.

**Change Management:**

* COMPANY will use a documented change control process to ensure that access to its systems is controlled and recorded. COMPANY will promptly notify CLIENT of any planned system configuration changes or other changes that would adversely affect the confidentiality, integrity, or availability of Company confidential information.

**Leave Policy:**

* COMPANY employees shall be entitled to 12 paid leaves in each calendar year in addition to government-mandated national / Tamil Nadu state holidays. CLIENT will be notified at least 48 hours in advance in such cases. A leave calendar will be shared, but in cases of emergency leave due to unforeseen events (e.g., law and order issues, natural disasters), all reasonable efforts will be made to notify the CLIENT in advance.

**Non-Solicitation:**

* CLIENT further agrees that as long as the Agreement remains in effect and for a period of three months from its termination, the CLIENT will not induce or attempt to induce, directly or indirectly, any person to leave his or her employment with the Company. In the event that CLIENT would like to employ COMPANY employees on a permanent basis, the following terms would apply on any mutually agreeable contract between CLIENT and COMPANY,
  + Any mutually agreeable contract between CLIENT and COMPANY would include a three-month notice period for the transition of any employees and for modifying the ongoing engagement structure.
  + Subject to contract terms, CLIENT agrees to pay COMPANY a service fee as mutually agreed upon.

### Indemnification:

* COMPANY: The COMPANY agrees to indemnify and hold harmless the CLIENT, its affiliates, officers, and employees from any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by the COMPANY, including but not limited to any negligent or willful misconduct by the COMPANY or its employees.
* CLIENT: The CLIENT agrees to indemnify and hold harmless the COMPANY, its affiliates, officers, and employees from any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by the CLIENT, including but not limited to any negligent or willful misconduct by the CLIENT or its employees.

### Limitation of Liability:

* Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits or revenue, arising out of or related to this Agreement, even if the party has been advised of the possibility of such damages. The total cumulative liability of either party for any direct damages under this Agreement shall not exceed the total amount paid by the CLIENT to the COMPANY under this Agreement in the twelve (12) months preceding the event giving rise to the clai**m.**

**Dispute Resolution:**

* In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the dispute through mutual consultation and negotiation in good faith. If the dispute is not resolved within 30 days, either party may refer the matter to mediation or arbitration as agreed upon by both parties.

**Force Majeure:**

* Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, strikes, or natural disasters.

**Amendments:**

* This Agreement may be amended or modified only in writing signed by both parties.

**Notices:**

* All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, or deposited in the mail, postage prepaid, addressed as follows:
* To COMPANY: Instrive Softlabs Private Limited, 174/300, Avvai Shanmugam Salai, Lloyds Road, Chennai - 600 014
* To CLIENT: <CLIENT NAME>, <CLIENT ADDRESS>

### Compliance with Laws:

* Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their respective obligations under this Agreement. This includes, but is not limited to, data protection and privacy laws, labor laws, and export control regulations.

### Severability:

* If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties as closely as possible.

**Governing Law:**

* Any legal dispute shall be subject to the exclusive jurisdiction of the <COUNTRY> courts. This Agreement shall be governed by and construed in accordance with <county>laws, and you hereby submit to the exclusive jurisdiction of the <county>courts.

**End of Agreement:**

* The agreement is valid till the end of tenure, which is <date> and can be extended with an amended agreement

**Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written.

| **COMPANY**  By: Instrive Softlabs Private Limited  Name: Ashok Kannadasan  Signature:  Title: CEO  Date: 29-Feb-2024  Address: 12, Murugappa Rd, Chitra Nagar, Kotturpuram, Chennai, Tamil Nadu 600085 | **CLIENT**  By: <CLIENT NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Signature:  Title:  Date:xx-xxx2024  Address: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  (048762). |
| --- | --- |

## 

## 

## Appendix A: Resource Tariff

<Rate Card>

**Guidelines for resource deployment:**

* For every 3 resources you will need 1 senior developer to guide them in the development process
* For every 3 resources you will need 1 team lead/project lead to guide the project in the right direction
* For every 8 resources you will need 1 project manager to administer and manage the project and documentation