Delivery Partner Master Services Agreement

Contract Number:

This Master Services Agreement (“Agreement”), effective as of  **08th July 2020**  (the “Effective Date”) is entered into by and between **Client Name** having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Company”) and **Connexis Technologies Pvt Ltd** having principal place of business at #201, #202, 269/2B, Orange Srushti 2, Bavdhan Bk, Pune 411021(“Contractor”)

1. **Engagement:** Contractor agrees to act as an independent contractor and the Company agrees to retain the services of Contractor pursuant to the terms and conditions contained in this Agreement from the Effective Date until the acceptance by Company of all Deliverables set forth herein, unless terminated earlier as provided herein. During the term of this Agreement, Contractor shall perform software development services as detailed in individual Statements of Work, and additional attachments which may be amended from time to time in accordance with the terms provided herein (“Services”). Change in orders may be made and additional tasks may be added to the Statement of Work during the term of this Agreement solely upon mutual written agreement of Contractor and Company, and such changes will be incorporated by reference as part of this Agreement. No changes or additions to this Agreement may be implemented or acted upon by Contractor unless agreed to in writing by the Company prior to the incurring of any additional cost or impact on the schedule.
2. **Company Client Agreement:** Contractor understands and accepts that Company may have a corresponding agreement (“Company Client Agreement”) with its client for whom Contractor will be performing part or all of these Services.
3. **Commercially Reasonable Efforts:** In rendering Services pursuant to this Agreement, Contractor agrees to devote its commercially reasonable efforts to the performance of its duties and responsibilities under this Agreement. Company agrees to devote its commercially reasonable efforts to support the activities of the Contractor in any reasonable technical, administrative and commercial way to provide Contractor with documentation, statements and credentials available to Company which shall allow Contractor to perform its duties and responsibilities hereunder.
4. **Independent Contractor:** Contractor's relationship with Company is that of an independent contractor, and nothing in this Agreement will be construed to create a joint partnership, joint venture, or employer-employee relationship. Contractor's actions will not be supervised by Company and there are no fixed or set hours for performing work hereunder. Rather, the Company shall be entitled only to exercise broad general power of supervision and control over the results of work performed by Contractor's personnel to ensure satisfactory performance, including but not limited to, the right to inspect, the right to stop work, the right to make suggestions or recommendations as to the details of the work, and the right to propose modifications to the work. Contractor is responsible for furnishing all labor to perform its services hereunder unless specifically set forth in any work orders, services descriptions, or other statement of services incorporating this Agreement by reference (each a “**Statement of work**”). Contractor is not an agent of Company and is not authorized to make any representation, contact, or commitment on behalf of Company unless specifically requested or authorized to do so in writing by Company. Contractor will under no circumstances perform duties for the Company not related to the work assigned explicitly to the Contractor under this Agreement. Contractor acknowledges that Company may deduct any central, state income tax, or other statutory taxes as required by central, state or other regulators from amounts to be paid to Contractor under this Agreement.
5. **Insurance:** Contractor acknowledges that Company will not cover Contractor under any worker's compensation insurance, unemployment insurance, retirement plan, health care plan, disability or life insurance plan or any other benefit plan which Company provides for its employees.
6. **Payments:** Company agrees to pay Contractor as compensation for the Services, and the Contractor agrees to accept as full compensation, amounts as per the rates given in a statement of work. For the purpose of Payments, Contractor understands that Services (i) shall not include travel time (unless otherwise agreed to by Company in writing in advance) (ii) shall only include hours or work billed to Company’s Clients under Company Client Agreement (if applicable). Payment under this Agreement will be made upon presentation by Contractor and receipt by Company of an invoice. Such invoice will be faxed or emailed by the Contractor to Company on the approval of timesheets by the Company for the Services provided by the Contractor for that duration & will need to be approved by the Company’s Manager. Upon submission of an itemized expense report in Contractor’s format and original receipts for expenses incurred by Contractor, Company will also reimburse Contractor for all preapproved reasonable travel and travel related expenses incurred by Contractor as a result of travel requested by Company. All fees are payable to Contractor net **Seven (7)** days from the date of invoice or the expense report unless otherwise specifically set forth in a statement of work. Company will be responsible for, and will promptly pay, all taxes of any kind (including but not limited to sales, export and use taxes) associated with this Agreement or Company's receipt of the Services, except for taxes based on Contractor’s net income.
7. **Confidentiality:** It may be necessary for Company during the term of this Agreement to provide Contractor with certain information that shall be Confidential Information, as defined below.
   1. **Confidential Information** "Confidential Information'' means any information disclosed by Company to Contractor, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples), which (a) is designated as “Confidential,” “Proprietary” or some similar designation, or if such information is communicated orally, it shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within two (2) weeks after the initial disclosure; or (b) under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary. Notwithstanding the foregoing, all Deliverables, and any code, inventions, algorithms, specifications, know-how and ideas and all other business, technical and financial information of the Company shall be deemed Confidential Information of the Company. Confidential Information shall not include any information, which the Receiving Party can show (a) is now or later has become available in the public domain without breach of this Agreement by the Contractor, or (b) was in the possession of the Contractor prior to disclosure to the Contractor by the Company as evidenced by the Contractor’s records, or (c) was received from a third party without breach of any nondisclosure obligations to the Company or otherwise in violation of the Company’s rights, or (d) was developed by the Contractor independently of any Confidential Information received from the Company as evidenced by the Contractor’s records. Notwithstanding the foregoing, all Deliverables developed by Contractor in connection with this Agreement shall be deemed Confidential Information of the Company and exceptions (c) and (d) above will not be applicable thereto.
   2. **Customer Data** “Customer Data” includes all data, materials, notes, meta-data, and other information provided by the end user customers of Company. The “Customer Data” shall be deemed to be Company confidential information, except that Contractor’s obligations to safeguard and maintain the confidentiality of the Customer Data shall not expire.
   3. **Nondisclosure** The Contractor (a) shall treat all Confidential Information as strictly confidential, (b) shall not disclose any Confidential Information to any other person or entity without the prior written consent of the Company, (c) shall protect the Confidential Information with at least the same degree of care and confidentiality as it affords its own confidential information, at all times exercising at least a reasonable degree of care in such protection, and (d) shall not use any Confidential Information in any manner except for purposes of conducting business with the Company, or as otherwise agreed by the Company in writing. Notwithstanding the foregoing, the Contractor may disclose Confidential Information pursuant to an order of a court or governmental agency as so required by such order, provided that the Contractor shall first notify the Company of such order and afford the Company the opportunity to seek a protective order relating to such disclosure. The Contractor hereby agrees to notify the Company immediately if it learns of any use or disclosure of any Company Confidential Information in violation of the terms hereof. **Company and Contractor each agree that disclosure of Confidential Information of either Company shall be limited by the Contractor to employees and consultants of the Contractor having a need to know, and that such employees and consultants shall execute and be bound by a written employee agreement requiring handling of Confidential Information in accordance with the terms of this Agreement.**
   4. **Confidentiality Term**. The Contractor shall observe all obligations hereunder with respect to disclosures of Confidential Information for a period of **5** years after the particular Confidential Information was received from the Company.
   5. **Title and Proprietary Rights.** Except as expressly provided herein, notwithstanding the disclosure of any Confidential Information by the Company to the Contractor, the Company shall retain title thereto and to all intellectual property and proprietary rights therein, and the Contractor will have no rights, by license or otherwise, to use the Confidential Information. The Contractor shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Company on any copy of the Confidential Information, and shall faithfully reproduce any such mark or notice on all copies of such Confidential Information.
   6. **Return of Confidential Information**. The Contractor will promptly return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon the earlier of (a) the completion or termination of the dealings between the Company and the Contractor, and (b) the Company's written request. The terms of this Section 5 will survive termination of this Agreement.
8. **Ownership**
9. **Development** “Development” includes all deliverables, milestones, computer programs (in object and source code forms), databases, improvements, discoveries, technical developments, notes, drawings, reports, original works of authorship, formulas, know-how, processes, designs, whether or not patentable or copyrightable or protectible as trade secrets or by trademarks, that are made or conceived or first reduced to practice, created or learned by Contractor, either alone or jointly with others, in connection with Contractor’s performance of Services for Company, pursuant to any Statements of work. “Development” includes all patent rights and applications therefore, copyright (including, but not limited to, rights in audiovisual works and moral rights, claims of paternity or integrity, rights to object to any distortion or modification of the subject work), copyright registrations and applications therefore, trade secrets, know-how, trademarks, trademark registrations and applications therefore, trade names, rights in trade dress and packaging and other intellectual property rights recognized by the law of each applicable jurisdiction, embodied in the Development or related thereto.
10. **Assignment** The parties agree that the services to be rendered by Contractor and Contractor’s Employees and consultants under this Agreement are for Company’s benefit and the resulting Development is Company’s exclusive property. To the extent applicable under the laws of the applicable jurisdiction, the Development is work made for hire. If the Development is not deemed to be work for hire under the applicable law, then Contractor hereby assigns and agrees to assign, transfer, and convey to Company, in perpetuity, all of Contractor’s entire worldwide right, title and interest in the Development and all portions and copies thereof in any form, including, without limitation, each of the following rights, to the full extent permitted under applicable law: (i) the entire copyright in all Development whether vested, contingent or future, including without limitation all economic rights and all exclusive rights to use the Development; (ii) all utility and design patent rights and equivalent rights in and to such inventions and design rights, and all trademark and service mark rights; and (iii) all rights of action and all other rights of whatever nature in and to all Development, whether now known or in the future created, to which Contractor now or may at any time after the date of this Agreement be entitled to hold in any portion of any Deliverable under applicable law. Contractor also assigns, transfers, and conveys to Company all right, title, and interest in and to any documents, magnetically or optically encoded media, and other materials created by Contractor in connection with all Development. Company may freely assign Company’s rights in and to the Development at Company’s sole discretion.
11. **License** Notwithstanding the foregoing, if Contractor is deemed to have retained rights in any portion of the Development, Contractor agrees to and hereby grants to Company, and Company’s successors and assigns, an exclusive, perpetual, irrevocable, worldwide, transferable, assignable paid-up license to use and exploit the Development in any manner.
12. **Non-Enforcement** If despite Contractor’s desire that all rights to the Development vest automatically in Company, it is determined that Contractor or Contractor’s Employees or consultants (collectively termed “Employees”) retains moral rights or similar rights to or in the Development, Contractor hereby declares on Contractor’s own behalf and on behalf of employees that: (i) Contractor does not wish Contractor’s name to be used in connection with the Development or any derivative works of or upgrades or updates thereto; (ii) Contractor shall have no objection to publication and use of the work; (iii) Contractor forever waive and agree not to claim or assert entitlement to any and all moral rights or similar rights of an author in any works developed by Contractor as provided for by applicable laws in force in each applicable jurisdiction; and (iv) Contractor forever releases Company and Company’s successors and assigns from any claims that Contractor could otherwise assert against Company by virtue of any such moral rights or similar rights.
13. **Assistance** Contractor agrees to assist Company in any manner deemed reasonable to Company to obtain and enforce for Company’s benefit patents, copyrights, and other property rights in any and all countries, and Contractor agrees to execute, when requested, patent, copyright or similar applications and assignments to Company and any other lawful documents deemed necessary by Company to carry out the purpose of this Agreement. Contractor will not take any action that has the purpose or effect of challenging or diminishing Company’s rights in the Development. The parties agree that the obligations and undertakings stated in this Section e will continue beyond the termination of Contractor’s service to Company. If called upon to render assistance under this Section e, Contractor will be entitled to a fair and reasonable fee in addition to reimbursement of authorized expenses incurred at the prior written request of Company.
14. **Appointment** In the event that Company is unable for any reason whatsoever to secure Contractor’s signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to any Development (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Contractor hereby irrevocably designates and appoints Company and Company’s duly authorized officers and agents as Contractor’s agents and attorneys-in-fact to act for and on Contractor’s behalf and instead of Contractor, to execute and file any such application and to all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other rights thereon with the same legal force and effect as if executed by Contractor, which appointment is coupled with an interest.
15. **Employees and Consultants** Before any of Contractor’s employees or consultants perform services in connection with this Agreement, that employee and consultant must have entered into a written agreement expressly for Company’s benefit and containing provisions substantially equivalent to the protections and ownership provisions contained in this Agreement. Upon Company request, Contractor must provide a signed copy of that agreement to Company.
16. **Customer Data**
17. **Ownership** All Customer Data is, or will be, and shall remain Company property. Without written approval from Company (at Company’s sole discretion), Customer Data shall not be (a) used by Contractor, Contractor employees or consultants other than as required to provide the services under this Agreement, (b) disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, Contractor employees or consultants (c) monitored, analyzed, individualized, anonymized, aggregated, stored, or copied, or (d) commercially exploited in any form (including any individualized, anonymized, or aggregated form) by or on behalf of Contractor, Contractor employees or consultants. Contractor hereby irrevocably assigns, transfers, and conveys, and shall cause Contractor employees and consultants to assign, transfer, and convey, to Company without further consideration all of Contractor’s and Contractor Employees’ and consultants’ right, title, and interest in and to Customer Data. Upon request by Company, Contractor shall execute and deliver and shall cause Contractor Employees and consultants to execute and deliver any other documents that may be necessary or desirable under any law in any jurisdiction to preserve, or enable Company to enforce Company rights with respect to Customer Data.
18. **Return of Customer Data** Upon request by Company at any time during the term and upon expiration or termination of the applicable statement of work, Contractor shall (a) promptly return to Company, in the format and on the media requested by Company, all or any part of Customer Data and (b) erase or destroy all or any part of Customer Data in Contractor’s possession, in each case to the extent so requested by Company. Any archival tapes containing Customer Data shall be used by Contractor and Contractor’s employees and consultants solely for back-up purposes. Contractor will not withhold any Customer Data as a means of resolving any dispute.
19. **Data Privacy** Contractor shall, and shall cause Contractor employees and consultants to, comply with all applicable laws in the applicable jurisdictions regarding the handling, collection and transfer of personal information including, but not limited to (i) the “Safe Harbor Principles” issued by the U.S. Commerce Department on July 21, 2000 as such Safe Harbor Principles may be revised, updated, or replaced, or (ii) GDPR issued by European Union.
20. **Data Security** Contractor shall establish and maintain environmental, security, and other safeguards against the destruction, loss or alteration of Customer Data in Contractor’s possession and during the electronic transmission, storage, and shipping thereof (the “Data Safeguards”) that comply with all of Company’s data security policies, standards, procedures, and requirements and are at least equal to the industry standard safeguards and no less rigorous than required by laws in the applicable jurisdictions. Contractor shall revise and maintain the Data Safeguards at Company’s request. In addition, Contractor shall develop and maintain procedures for the reconstruction of lost Customer Data, and Contractor shall correct any errors in, or destruction, loss, or alteration of, any Customer Data. If Contractor or Contractor’s employees or consultants discover or are notified of a breach or potential breach of security relating to Customer Data, Contractor shall immediately (i) notify Company’s contract manager of such breach or potential breach and (ii) investigate and remediate the effects of the breach or potential breach and (iii) provide Company with assurance satisfactory to Company that such breach or potential breach will not recur.
21. **Injunctive Relief** The parties acknowledge and agree that monetary damages may be inadequate to compensate for a breach of the provisions contained in this section 9 or other confidentiality provisions of this Agreement. In the event of such breach, the injured party may be entitled to seek injunctive relief and any and all other remedies available at law or in equity. This Section in no way limits the liability or damages that may be assessed against a party in the event of a breach by the other party of any of the provisions of this Section 9.
22. **LIMITATION OF LIABILITIES**. EXCEPT FOR EITHER PARTY’S BREACH OF SECTIONS 7, 8, 9, 11, 12, 13, 14 and 16, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.
23. **WARRANTY AND DISCLAIMER**. Contractor hereby represents and warrants that: (i) neither Contractor's entering nor performing this Agreement will violate any right of or breach any obligation to any third party under any agreement or arrangement between Contractor and such third party, (ii) any and all Deliverables that it has created or will create under this Agreement will be original and shall not infringe the rights of any third party; (iii) its performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards of practice in the industry; (iv) it shall comply with all applicable laws and Company safety rules in the course of performing the Services, and it has obtained all applicable licenses and government permissions to perform the Services hereunder; (v) all Contractor employees and consultants performing work under any Statement of Work are legally eligible for working in India under the Indian Immigration Laws (vi) Contractor has reviewed, prior to each employee and consultant’s assignment, documentation establishing such eligibility for all such employees and consultants who perform Services under this Agreement; (vii) it has obtained and will keep in full force and effect during the term of this Agreement, insurance covering Worker’s Compensation and Employer’s Liability,  **and (ix) Contractor has and will obtain agreements with its employees and consultants sufficient to allow it to provide Company with the assignments and licenses of IP Rights provided herein.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION BETWEEN THEM, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.
24. **Non-Solicitation:** During the term of this Agreement and for a period of one (1) year thereafter, neither Contractor nor Company will, (i) solicit to hire any person who is employed by the other party that is material to providing or receiving the Services, or (ii) otherwise induce or encourage employees of the other party to terminate their employment with their employer.
25. **Non-Compete:** Contractor agrees that without prior written approval of Company, it will not disclose to any party other than Company any prospect, joint venture partner, customer or other third party information of Company that it obtains in the course of performing its duties as described herein, nor will it in any way solicit, contact, attempt to solicit or attempt to solicit any such prospects, joint venture partners, customers, employees or other third parties that are direct or indirect participants in Company’s projects during the term of this Agreement, and for **3** (**three)** years after this Agreement is terminated for any reason.
26. **Similar Services for the Company’s Competitors :** If, during the term of this Agreement, Contractor agrees to provide similar services to a Competitor of the Company, Contractor shall promptly notify the Company so that the Company may ensure the protection of its Confidential Information, For the purpose of this Section 12, “similar services” means services reasonably similar to those provided under this Agreement and any Statement of Work entered into pursuant to this Agreement. Contractor agrees that any Contractor personnel who participate in providing Services under this Agreement and any Statement of Work and discontinue providing Services for any reason shall not, for a period of one year thereafter, be assigned by the Contractor to provide similar services to any Competitor of the Company.
27. **Use of Names & Logos:** Neither party is granted any right or interest to the trademarks, marks or trade names of the other party (“Marks”). Neither party may use the other’s Marks without the prior written consent of the other party. Contractor is explicitly prohibited from using Company’s name as a customer, or use any projects done for Company in any marketing literature.
28. **Indemnification:** Contractor will indemnify and hold Company harmless, and will defend Company against any and all loss, liability, damage, claims, demands or suits and related costs and expenses to persons or property that arise, directly or indirectly, from (i) infringement of any patents, copyrights or other IP Rights of third parties by any of the Deliverables of Contractor, (ii) acts or omissions of Contractor, (iii) an alleged failure by Contractor to satisfy its tax or withholding obligations, or (iv) breach of any representations and warranties of this Agreement by Contractor.
29. **Termination:** This Agreement may be terminated by either party as defined below:
    1. Upon **thirty (30)** day’s written notice.
    2. Company may terminate this Agreement immediately if Contractor is in breach of Section 7, 8, 9, 12, 13, 14.
    3. Any individual statement of work may be terminated as defined in the termination clauses of the particular statement of work.

In the event of termination of this Agreement, the provisions of Sections 6 (with respect to amounts owed to Contractor), 7, 8, 9, 12, 13, 14 (for the duration specified therein) and 18-26 shall survive termination. Upon termination of this Agreement, Contractor shall promptly deliver to the Company, all work in progress under this Agreement.

1. **Notices:** All notices hereunder shall be given in writing by hand delivery, courier service, Indian Postal Services, or facsimile, addressed to the signatories of this Agreement at the respective addresses set forth in the first paragraph of this Agreement, or at such addresses as may from time to time be designated by either party to the other.
2. **Waiver:** No failure by either party hereto to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either party preclude any other or future exercise of any right hereunder by that party.
3. **Assignment:** This Agreement shall be binding upon Contractor, and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and personal representatives; provided, however, that Contractor shall not have that right to assign, subcontract or otherwise transfer any of its obligations or rights under this Agreement without first obtaining the written consent of the Company and any purported assignment without such consent shall be null and void. Company may assign this Agreement without the consent of the Contractor.
4. **Force Majeure:** Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of Nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due the other party.
5. **Equitable Relief:** Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.
6. **Governing Law and Arbitration:**

1. This Agreement and its performance shall be governed by and construed in all respects in accordance with the Laws of the Republic of India. In the event of a dispute or difference (“**Dispute**”) relating to any of the matters set out in this Agreement, the parties to the Dispute shall discuss in good faith to resolve the Dispute. In case the Dispute is not settled within 30 (thirty) calendar days, it shall be referred to arbitration in accordance with the Clause b below.
2. All Disputes that have not been satisfactorily resolved under Clause a above shall be referred to arbitration, as per the Arbitration and Conciliation Act, 1996, before a sole arbitrator (“**Arbitrator**”) to be jointly appointed by the parties to the Dispute. In the event the said parties are unable to agree on a sole arbitrator within 10 (ten) Business Days following the 30 (thirty) calendar day period specified in Clause a above, (“**Initial Period**”), the sole arbitrator shall be appointed in accordance with Arbitration and Conciliation Act, 1996.
3. The seat and venue of the arbitration shall be Pune, India. Subject to provision for arbitration in Clause b, the courts of Pune, India shall have exclusive jurisdiction over any matters that are ancillary to the maintenance, prosecution, and support of the arbitration proceedings mandated hereby, and the Parties hereby submit to the jurisdiction of the said courts for such matters. The arbitration proceedings shall be conducted in the English language.
4. The Arbitrator shall make an award at the earliest, which shall be final and conclusive and binding upon the parties to the Dispute and non-appealable to the extent permitted by Law.
5. The provisions of this Clause 23 shall survive the termination of this Agreement.
6. **Attorney's Fees:** In arbitration or litigation to enforce judgment of an arbiter's award, the prevailing party therein shall be entitled to recover its reasonable attorney's fees and costs of litigation or arbitration from the non-prevailing party.
7. **Severability:** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be modified to the minimum extent necessary to comply with applicable law and the intent of the parties.
8. **Entire Agreement and Amendment:** This Agreement shall constitute the complete and exclusive Agreement between the parties respecting the subject matter. Additional Statements of work and Attachments are hereby incorporated by reference as part of this Agreement. This Agreement may not be amended, terminated, or superseded except by agreement in writing between the two parties. This Agreement supersedes all previous agreements between Contractor and Company, whether oral or written, regarding subject matter hereof.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

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| **COMPANY** | **CONTRACTOR** |
| **By:** IOT INTL | **By:**  Connexis Technologies Pvt Ltd |
| **Signature:** | **Signature:** |
| **Print Name:** | **Print Name: Rohan Shinde** |
| **Title:** | **Title: CEO** |
| **Date:** | Date: July 8, 2020 |
| **Phone:** | **Phone: +1 6318254448** |
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