This Agreement for Software Development (“Agreement”) is made on this \_\_\_\_\_\_\_ day of January, Two Thousand and Twenty-One (2024),

BY AND BETWEEN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company incorporated under the laws of India, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and represented through its Directors \_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “BUYER” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

AND

**GLOBOTASK IT CONSULTANCY SERVICES Pvt Ltd**, a company incorporated under the laws of India, has its registered office at Royal Innovation Incubator, NH-37, opp. Tirupati Balaji Temple, Betkuchi, Guwahati, Assam, 781035 and represented through its Directors Mr. Subhro Das and Mr Digbijoy Sharma and hereinafter referred to as the “DEVELOPER” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part.

The Buyer and the Developer are collectively referred to as “parties” herein for this Agreement.

WHEREAS the Buyer is engaged in the business of home automation of residential and commercial properties in India. AND WHEREAS the Developer is in the business of providing technical services relating to the design, development, implementation, enhancement, and maintenance of computer software and application systems.

AND WHEREAS the Buyer wishes to retain the services of the Developer for the purpose of development, implementation, enhancement and maintenance of certain computer software applications, configurations and automated systems critical to the delivery of the Buyer services to its customers; NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 For the purpose of this Agreement, unless the context otherwise requires, in addition to terms defined in the recitals, the following words and expressions shall have the meanings assigned to them in this Clause 1.1.

“**Agreement**” shall mean this Management Agreement, as it may be amended or supplemented from time to time by mutual agreement between the parties.

“**Applicable Law**” shall mean the laws of India, including all orders, rules, regulations, executive orders, decrees, policies, judicial decisions, notifications or other similar directives made pursuant to such laws.

“**Application Software**” means, collectively, the Buyer Facility Server Application, Buyer

Authentication Application and any other software module, component, routine or source code developed by the Developer hereunder.

“**Confidential Information**” shall have the meaning set out in Clause \_\_\_\_

“**Damages**” means and shall include any loss or claim incurred by either of the Parties in the event of a breach of any of the terms and conditions of this Agreement whether on a per diem basis or otherwise, are mutually agreed on genuine pre-estimated loss and damage likely to be suffered and incurred by the Party.

“**Employee**” shall mean a person employed by the Buyer solely for working in relation to the Business.

“**Encumbrances**” shall mean any mortgage, charge, pledge, negative pledge, lien, hypothecation, encumbrance, assignment, trust arrangement, deposit arrangement, security interest, any Third Party interest or other arrangement of any kind having the effect of conferring security.

“**Force Majeure Event**” shall mean any event outside the reasonable control of the Parties, which causes a Party to be unable to perform its material duties and obligations under this

Agreement wholly or in part including:

(i) fires, explosions, earthquakes, droughts, famines, cyclones, hurricanes, storms, tempests or any other natural disasters or acts of God;

(ii) wars, acts of public enemy, acts of terrorism, sabotage, revolutions, rebellions, invasions, riots, civil commotions or civil unrests, damage or destruction of the Hotel;

(iii) strikes, lockouts, industrial disputes, labour disputes, blockades, or picketing;

(iv) boycotts, sanctions, or embargoes;

(v) contamination by toxic or dangerous chemicals or radioactive contamination;

(vi) health epidemic and pandemic;

(vii) material interference by any Governmental Authority which is not attributable to any act or omission of either the Operator or the Owner resulting in any non-compliance with any Applicable Laws;

(viii) any Applicable Laws enacted or codified after the date of execution hereof which prevents the Operator/ Owner from carrying out its obligations in the manner contemplated hereunder; and

(ix) any other events or circumstances or combination of events or circumstances similar to anyof the abovementioned events which are outside of the reasonable control of the Party claiming relief under Force Majeure Event (other than financial condition or circumstances of that Party), which causes that Party to be unable to perform its material duties and obligations under this Agreement wholly or in part.

“**Governmental Authority**” shall mean any national, state, provincial, local or similar governmental, regulatory or administrative authority, branch, agency, statutory body or commission or any court, tribunal, arbitral or judicial body, or any stock exchange of India.

“**Handover Date**” shall mean the day and date agreed between the Parties as \_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the date on which the application software is handed over to the Buyer to commence the operation of the application software.

“**Loss**” shall mean all losses, damages, liabilities, costs and expenses, claims, actions, proceedings, judgments, settlements fees, fines and penalties, including reasonable attorney fees in relation to the aforesaid.

“**Termination**” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions and as per Clause\_\_\_\_\_ of this Agreement.

“**Termination Date**” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply.

1. SCOPE OF SERVICES.
2. In General. Pursuant to the terms and conditions of this Agreement, DEVELOPER agrees to use its best efforts to provide the services and complete the work agreed upon and described herein, to deliver the Application Software, including user and technical documentation thereto, as described in Annexure\_\_\_\_\_(Project Description) attached hereto. BUYER reserves the right to modify the Project Description from time to time during the term hereof upon reasonable notice to DEVELOPER.
3. **Technical System Design -** DEVELOPER shall develop the technical design for the Application Software (the “System Design Specification”) in consultation with BUYER and using the Agile process and other development tools described in ANNEXURE- (Development Tools). The System Design Specification shall include hardware and software specifications; performance specifications; a narrative description of the system; a description of all input data (such as type, size, range of expected values, and relationship to other data); a description and pictures of all screens, including sequence diag Developers; and definitions and descriptions of all outputs and reports to be generated and the process for generating them.
4. **COVENANTS**
5. DEVELOPER covenants that the services provided by it hereunder will be of the highest professional quality and conform to all generally accepted practices governing the design and development of application software of the same general nature and complexity.
6. DEVELOPER further covenants that DEVELOPER shall not knowingly introduce through any means, any virus, worm, trap, trap door, back door, or any contaminant or disabling devices, including, but not limited to, timer, clock, counter, or other limiting codes, commands, or instructions intended to damage or disable (“Harmful Code”) the Application Software or any BUYER data or other intellectual property used by BUYER. In the event DEVELOPER introduces such Harmful Code, DEVELOPER shall immediately, and at DEVELOPER’s sole expense, replace and install all copies of the Application Software containing the Harmful Code.
7. Notwithstanding anything else contained in this Agreement, the covenants and warranties in this Section 6 shall be deemed to be a warranty for current and future performance and shall continue until and for so long as DEVELOPER is engaged to provide services to BUYER with respect to the Application Software developed hereunder, including the maintenance and enhancement thereof. For the purpose of any applicable statute of limitation or statute of repose, discovery of the breach of this warranty shall be deemed to have been made when BUYER first becomes aware of such breach.
8. **FEES AND TERMS OF PAYMENT**
9. **Fees** - BUYER shall pay DEVELOPER (to be agreed upon) fees for the services rendered hereunder by DEVELOPER employees. The applicable fees and payment terms are set forth in Annexure- (Payment Terms) attached hereto. Unless otherwise agreed upon by the parties in writing, in no event shall any fees exceed the fees as they are set forth in Annexure- (Payment Terms).
10. **Expenses** - BUYER shall reimburse DEVELOPER for any BUYER-approved out-of-pocket expenses incurred by DEVELOPER in accordance with the payment terms set forth in Annexure- (Payment Terms). DEVELOPER shall not mark up or charge a premium for any out-of-pocket expenses necessary to support DEVELOPER’s duties and responsibilities hereunder.
11. **Taxes**- BUYER is responsible for paying all taxes levied in connection with the fees and expenses due DEVELOPER, exclusive of any taxes based on DEVELOPER’s income, which shall be paid solely by DEVELOPER.
12. TERM AND TERMINATION
13. **Term -** This Agreement shall commence as of the Effective Date and shall continue in full force and effect thereafter until a period of 1212 within which the services of development of the application software required under (Project Description/Statement of Work) must have been completed and has been duly accepted by the Buyer, or the Application Software has been developed and accepted by BUYER before the stipulated period or until terminated as provided below.
14. **Termination for Cause -** In the event of any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing thirty (30) days written notice to the other party.
15. **Effect of Termination -** If this Agreement is terminated herein above by BUYER, DEVELOPER shall, within ten (10) business days of receipt of the notice of termination submit a final invoice to BUYER in accordance with Annexure\_\_\_\_\_\_ hereof, which invoice shall be paid by BUYER in accordance with the provisions of Annexure-\_\_\_
16. REPRESENTATIONS AND WARRANTIES
17. DEVELOPER represents and warrants that:
18. it has the authority and the right to enter into this Agreement, to perform the services and provide the Application Software to be developed hereunder, and that its obligations hereunder are not in conflict with any other DEVELOPER obligations;
19. all services will be performed in a competent and professional manner and shall conform in all material aspects to BUYER’s requirements expressly set forth in this Agreement;
20. at the time of acceptance and for a period of one (1) year thereafter, the Application Software will substantially conform to the System Design Specification, and as BUYER’s sole and exclusive remedy for a breach of the foregoing, DEVELOPER shall use all commercially reasonable efforts to correct or repair, at no cost to BUYER, any defect, malfunction or non-conformity that prevents the Application Software from conforming to the System Design Specification.
21. Furthermore, except as set forth in Clause\_\_\_, DEVELOPER warrants and represents that it shall not use any Work Product which it develops for BUYER hereunder in the use and development of any software and software code for any other RT service provider or BUYER competitor.
22. Any warranty in this Agreement shall not apply to:
23. altered or damaged Application Software unless altered or damaged by DEVELOPER,
24. Application Software any portion of which is incorporated by BUYER with, or into, any derivative work or other software without the assistance of DEVELOPER, or
25. if the Application Software is subjected to misuse, negligence or abuse by BUYER.

11. MISCELLANEOUS

11.3 Governing law and dispute resolution:

11.3.1 This Agreement and all disputes relating to the performance or interpretation of any term of this Agreement shall be construed under and governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts in Guwahati, Assam without applying any conflict of law principles.

11.3.2 If any dispute, controversy or claim of whatever nature arises under, out of or in connection with this Agreement or any related document thereto, including the interpretation or application of this agreement a dispute as to the validity or existence or termination of this Agreement, or as to the rights duties or liabilities of the PARTIES herein or any breach or alleged breach thereof (a “Dispute”), the Parties shall use their reasonable best efforts to resolve the matter amicably. On failure to resolve such dispute/s amicably, the parties shall then be referred for Arbitration to a sole Arbitrator appointed mutually by the parties to this instant agreement, whose decision shall be final and binding upon the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such Arbitration.

11.3.3 The language to be used in the arbitration shall be English. The seat of Arbitration shall be in Guwahati.

11.3.4 It is hereby expressly agreed between the Parties that if any part of the arbitration agreement contained in this Section is declared invalid or unenforceable or prohibited by Applicable Law, the arbitration agreement shall be considered divisible as to such provision, and the remainder of the arbitration agreement contained in this Section shall be valid and binding and of like effect as though such divisible provision was not included herein.

11.3.5 The arbitration award shall be substantiated in writing and shall be final and binding on the Parties.

11.3.6 Each Party shall bear its own costs in connection with such arbitration.

11.3.7 The existence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings shall not, in any manner, prevent or postpone the performance of those obligations of Parties under this Agreement which are not in dispute, and the arbitrator(s) shall give due consideration to such performance, if any, in making their final award.

12. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Each Party upon request by any other Party undertakes to promptly execute and cause its successors and permitted assigns to execute any instrument, and do everything necessary, to bind its successors and permitted assigns to this Agreement.

13. Entire agreement

This Agreement constitutes the entire agreement and understanding of the Parties, and supersedes all prior arrangements, agreements, understandings, negotiations and discussions if any, whether written or oral, on the subject matter hereof or in respect of matters dealt with herein.

14. Amendments

No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties, unless made in writing and/or duly executed by or on behalf of the Parties upon mutual agreement between the Parties.

16. Notices

All notices, demands and other communications required or permitted hereunder shall be in writing and in English.

If to the Buyer:

If to the Developer:

Any Party may change its address for purposes of notice hereunder by sending notice to the other Party in the manner provided above, together with the effective date of such change.

17. Costs

Each Party shall bear its own costs with respect to the negotiation and execution of this Agreement

IN WITNESS WHEREOF the Owner and the Operator, acting by and through their proper and duly authorized officers or representatives, have duly executed this Agreement under seal, the day, month and year first hereinabove written

SIGNED AND DELIVERED by the

OWNER in the presence of:

2.

SIGNED AND DELIVERED by the

OPERATOR in the presence of:

2.