

## SOFTWARE DEVELOPMENT AND SERVICES AGREEMENT

This Software Development and Services Agreement ("Agreement") is entered into on January 15, 2024, between TechCorp Solutions Private Limited, a company incorporated under the laws of India with its registered office at 123 Business Park, Mumbai, Maharashtra 400001 ("Company") and Global Innovations LLC, a company incorporated under the laws of Delaware, USA, with its principal place of business at 456 Tech Street, San Francisco, CA 94107 ("Client").

WHEREAS, Company desires to provide software development services to Client; and  
WHEREAS, Client desires to engage Company for such services;

NOW THEREFORE, the parties agree as follows:

### 1. SCOPE OF WORK

Company shall develop, design, and deliver a web-based customer management system as detailed in Exhibit A attached hereto and incorporated by reference.

### 2. PAYMENT TERMS

Client shall pay Company a total fee of USD 50,000 payable in the following installments:

- 30% upon signing this Agreement
- 40% upon completion of development phase
- 30% upon final delivery and acceptance

### 3. LIABILITY

Company shall be liable for any and all damages, losses, costs, or expenses arising from or related to this Agreement, including but not limited to direct, indirect, consequential, incidental, special, and punitive damages, WITHOUT LIMITATION. Company's total liability under this Agreement shall be UNLIMITED and shall include all costs incurred by Client in connection with any breach or failure to perform.

### 4. PENALTIES

In the event of any delay in delivery beyond the agreed timeline, Company shall pay Client a penalty of USD 5,000 per day of delay, regardless of the reason for such delay. This penalty shall be automatically deducted from any amounts due to Company.

### 5. INTELLECTUAL PROPERTY

All intellectual property rights in the software and related materials shall vest exclusively with Client upon payment of the first installment.

### 6. TERMINATION

Client may terminate this Agreement at any time, for any reason or no reason, with immediate effect by providing written notice to Company. Upon such termination, Company shall immediately cease all work and Client shall have no obligation to pay any amounts due except for work completed to Client's satisfaction.

### 7. CONFIDENTIALITY

Company acknowledges that it may have access to confidential information of Client and agrees to maintain strict confidentiality for a period of 10 years after termination of this Agreement.

#### 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of San Francisco, California, USA. Company hereby irrevocably submits to such jurisdiction and waives any objection to venue.

#### 9. FORCE MAJEURE

Company shall not be excused from performance due to any force majeure events and shall remain fully liable for all obligations under this Agreement regardless of circumstances beyond its control.

#### 10. INDEMNIFICATION

Company shall indemnify, defend, and hold harmless Client from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to Company's performance or breach of this Agreement.

#### 11. NON-COMPETE

Company agrees that for a period of 5 years after termination of this Agreement, it shall not directly or indirectly engage in any business that competes with Client's business anywhere in the world.

#### 12. AMENDMENTS

This Agreement may be amended only by Client in its sole discretion by providing written notice to Company.

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

COMPANY:	CLIENT:
TechCorp Solutions Pvt. Ltd.	Global Innovations LLC

\_\_\_\_\_  
Rajesh Kumar  
Managing Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
John Smith  
CEO  
Date: \_\_\_\_\_