

SERVICE LEVEL AGREEMENT

This SLA ("Agreement"), dated 10th Oct, 2022 is made between Citta Solutions Private Limited ("Company") incorporated under the Companies Act, 1956, having its office at 911, Times Square Arcade, Opp. Rambaug, Nr. Ravija Plaza, Thaltej - Shilaj Road, Thaltej, Ahmedabad-380059, India and " Doodleblue Innovations Private Limited" : 5 Prakash Presidium, 110, Uthamar Gandhi Rd, Chennai, Tamil Nadu 600034

Company and Subcontractor shall hereinafter individually be referred to as the Party and collectively as the Parties.

For and in consideration of the mutual covenants described below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

1. Definitions.

- (a) "**Business**" shall mean the business of management and technology consulting services;
- (b) "**Company**" means Citta, its parents, subsidiaries, affiliates, and all related companies, as well as their respective officers, directors, shareholders, employees, agents, and any other representatives;
- (c) "**Subcontractor**" means "Doodleblue Innovations Private Limited", its parents, subsidiaries, affiliates, and all related companies, as well as their respective officers, directors, shareholders, employees, agents, and any other representatives;
- (d) "**Customer**" means any person or entity to whom (a) the Company has sold its products or services, (b) the Company has solicited to sell its products or services, or (c) Subcontractor has provided Services pursuant to this Agreement. "Customer" shall not include any person with whom Subcontractor has a direct, pre-existing relationship;
- (e) "**Contact**" means any interaction between Subcontractor and a Customer which (i) takes place in an effort to establish, maintain, and/or further a business relationship on behalf of the Company, and (ii) occurs during the last year of Subcontractor's engagement with the Company (or during Subcontractor's engagement if retained less than a year);
- (f) "**Employee**" means any person who (i) is currently employed by the Company, or (ii) who was employed by the Company during the last year of Subcontractor's engagement with the Company (or during Subcontractor's engagement if retained less than a year);
- (g) "**Licensed Materials**" means any pre-existing or independently developed materials or intellectual property that Subcontractor utilizes for the benefit of the Company, or delivers to the Company or the Company's customers, which (i) are created by Subcontractor or of which Subcontractor is otherwise in lawful possession, and (ii) Subcontractor may lawfully utilize for the benefit of, or distribute to, the Company or the Customers;
- (h) "**Restricted Period**" means the time period during Subcontractor's engagement with the Company, and for one year after Subcontractor's engagement with the Company ends; and
- (i) "**Work Product**" means (a) any data, databases, materials, documentation, computer programs, inventions (whether or not patentable), designs, and/or works of authorship, including but not limited to, discoveries, ideas, concepts, properties, formulas, compositions, methods, programs, procedures, systems, techniques, products, improvements, innovations, writings, pictures, audio, video, images of Subcontractor, and artistic works, and (b) any subject matter protected under patent, copyright, proprietary database, trademark, trade secret, rights of publicity, confidential information, or other property rights, including all worldwide rights therein, that is or was conceived, created or developed in whole or in part by Subcontractor during any period Subcontractor either has been assigned to the Company and/or has been providing services for the Company, whether prior to or after the date of this Agreement, and that either (i) is created within the scope of the Services, (ii) is based on, results from, or is suggested by the Services and is directly or indirectly related to the business of the Company or a line of business that the Company may reasonably be interested in pursuing, (iii) has been or will be paid for by the Company, or (iv) was created or improved in whole or in part by using the Company's time, resources, data, facilities, or equipment. Work Product shall not include Licensed Materials.

2. Scope of Services.

The Subcontractor shall provide such services to Company as may be mutually agreed upon in writing by the parties and as per the contract between the Company and the Customer. The Company shall issue a Statement of Work ("SOW") to the Subcontractor for each such customer contracted work, each such SOW shall be attached hereto and incorporated herein by reference. Each SOW shall have an effective date, a period of performance, and specifically describe the particular services

or deliverables (the "Services") Subcontractor will be performing or providing. In the event of a conflict between the terms of the SOW and this Agreement, the terms of this Agreement shall take precedence. Unless the parties subsequently agree otherwise in writing, the terms and conditions of this Agreement shall govern any services which Subcontractor may provide to Company in the future, regardless of whether or not such services are performed pursuant to a SOW or other work order that references this Agreement. Any change in the scope of Services as set forth in any SOW shall be agreed upon in writing by the parties. An SOW may be in form of a separate agreement between the parties over email or any other written documentation agreed to between the parties.

3. Compensation and Invoicing.

Unless otherwise set forth in a SOW, the payment terms of this Section 3 shall apply. Company's timesheet, with the Client's acceptance clause, signed by the proper client authority, will be proof that Client has accepted Subcontractor's performance. Company shall only be required to pay for timesheets with Client's signed approval. Subcontractor will invoice Company monthly for services but ensure weekly timesheet submission by its consultants and employees. Company will pay Subcontractor within 2-4 weeks of receipt of invoice and approved signed timesheets.

4. Term and Termination.

The term of this Agreement shall begin on the Effective Date, and shall continue for a period of 12 months unless this Agreement is earlier terminated pursuant to this Section. This Agreement shall automatically renew for additional 12-month renewal terms unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then current term. Company may terminate this Agreement or any SOW or services of any of the Subcontractor's personnel (i) upon at least ten (10) days advance written notice to Subcontractor, (ii) immediately if Company and Subcontractor are unable to agree on additional provisions as required under any contract; or (iii) immediately if the Customer requests the removal of Subcontractor or specific Subcontractor's personnel or Company's agreement with the Customer, for whom Subcontractor is providing Services, is terminated. Either party may terminate this Agreement or any SOW for a material breach upon giving the other party at least 30 days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure such breach within the 30-day notice period. Either party may terminate this Agreement or any SOW immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due. Any Services or deliverables provided by Subcontractor to the Company after termination of this Agreement and paid for by the Company shall also be governed by the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, Subcontractor shall promptly provide to the Company all materials, deliverables and Work Product, whether complete or not, created or utilized by the Subcontractor pursuant to this Agreement. Notwithstanding the foregoing, any expiration or termination for convenience of this Agreement shall not take effect until any and all outstanding SOWs have expired or been terminated.

5. Ownership. The Services may include the creation of Work Product. All Work Product shall constitute work made for hire. If (i) any of the Work Product may not be considered work made for hire, or (ii) ownership of all right, title, and interest in and to the Work Product will not vest exclusively in the Company, then, without further consideration, Subcontractor assigns all presently existing Work Product to the Company, and agrees to assign, and automatically assigns, all future Work Product to the Company. The Company will have the right to obtain and hold in its own name copyrights, patents, design registrations, proprietary database rights, trademarks, trade secrets, rights of publicity, and any other protection available in the Work Product. At the Company's request, Subcontractor agrees to perform, during or after Subcontractor's engagement with the Company, any acts to transfer, perfect and defend the Company's ownership of the Work Product, including, but not limited to: (i) executing all documents (including a formal assignment to the Company) for filing an application or registration for protection of the Work Product (an "Application"), (ii) explaining the nature of the Work Product to persons designated by the Company, (iii) reviewing Applications and other related papers, or (iv) providing any other assistance reasonably required for the orderly prosecution of Applications. Subcontractor agrees to provide the Company with a written description of any Work Product in which Subcontractor is involved (solely or jointly with others) and the circumstances surrounding the creation of such Work Product.

6. License.

Subcontractor grants to the Company an irrevocable, perpetual, nonexclusive, worldwide, royalty-free license to (i) make, use, sell, copy, perform, display, distribute, or otherwise utilize copies of the Licensed Materials, (ii) prepare, use and distribute derivative works based upon the Licensed Materials, and (iii) authorize others to do the same, solely as contained in the deliverables or Work Product. Subcontractor shall notify the Company in writing of any Licensed Materials Subcontractor delivers to the Company. Additionally, Subcontractor consents to the Company's use of Subcontractor's name, trademark, and biographic information in the Company's products or services.

7. Trade Secrets and Confidential Information.

- (a) Each party agrees that any information concerning the other's business activities, products, research, processes, methodologies, trade secrets, and technical knowledge disclosed by the other party ("Confidential Information") shall not, without the disclosing party's authorization, be disclosed to any other party or used by the receiving party for its own benefit except as contemplated by this Agreement. The recipient shall protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own confidential information of like kind, so long as not less than reasonable care, and shall restrict access to Confidential Information to its personnel on a need to know basis for the purposes of this Agreement.
- (b) Nothing in this Agreement shall restrict either party's use of information: (a) that is or becomes publicly available through no breach of this Agreement; (b) that is independently developed by it without use of or access to the disclosing party's Confidential Information; (c) previously known to it without obligation of confidence; or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, the recipient shall promptly notify the other party of such receipt and may, thereafter, comply with such subpoena or process to the extent permitted by law. Confidential Information shall be returned or destroyed (provided that such destruction is certified in writing by an authorized representative of the disclosing party) upon the earlier of: (i) termination or expiration of this Agreement; or (ii) the disclosing party's written request, which destruction shall include without limitation the complete erasure of any electronic file, folder, database or other electronic repository from all computer processing units on which the Confidential Information had been placed or stored. Company may retain, subject to the obligations of this Section, copies of Subcontractor's Confidential Information solely for record keeping purposes.
- (c) This Section shall survive expiration and/or termination of this Agreement for 5 years except for trade secrets, which shall be protected so long as considered a trade secret under applicable law.

8. Warranties.

Subcontractor warrants that (a) it has the experience and ability to perform the Services, (b) it has the power to enter into and perform this Agreement, (c) all Work Product created by Subcontractor is original and can in no way be owned by, licensed from, infringe upon or be considered confusingly similar to any intellectual property of a third party, (d) prior to assigning any personnel to perform Services for Company, Subcontractor will require that such personnel present to Subcontractor a federal- or state-issued form of identification; verify all employment information and educational background information and all other pertinent information provided by the personnel; and perform its standard criminal background check and drug test, (e) any personnel assigned to perform Services for Company have never been convicted of or agreed to enter into a pretrial diversion or similar program in connection with a prosecution for any criminal offense involving dishonesty, breach of trust, money laundering or violence, (f) any personnel assigned to perform Services for Company in any country are citizens of that country, are legal residents of that country, or otherwise legally authorized to work in that Country according to that Country's laws and regulations, (g) the information provided to Company regarding any of Subcontractor's personnel will be true, correct and complete to the best of Subcontractor's knowledge, and such staff will meet or exceed the qualifications, skill level and experience requested by Company, (h) all Services shall be provided in a professional, responsible and workmanlike manner, consistent with the highest level of industry standards, and (i) it will comply with and agree to any provisions contained in a prime contract, if Subcontractor is a subcontractor to Company, that are applicable to the Services provided by Subcontractor. Notwithstanding the foregoing, in the event any Services or deliverables developed hereunder by Subcontractor are incorrect, incomplete, defective, in error or otherwise not in conformity with the terms of this Agreement and the applicable SOW, and such defect is attributable to Subcontractor, Company shall inform Subcontractor of the deficiency in writing and Subcontractor shall use commercially reasonable efforts to, at its reasonable option, correct, complete, repair or re-deliver such Services or deliverables at no charge to Company such that it complies with the applicable warranty. In the event that compliant Services or deliverables cannot be provided within a reasonable time after notification, Company may terminate this Agreement and receive a refund of any fees already paid to Subcontractor for the Services or deliverables.

9. Subcontractor's Personnel.

Subcontractor acknowledges and agrees that during the term of this Agreement, all employees and contractors of Subcontractor performing Services for Company, pursuant to this Agreement, whether or not such Services are being performed on the property of Company, and regardless of the nature of the task being performed, are exclusively employed or contracted-with by Subcontractor and not Company. Subcontractor acknowledges that it is Subcontractor's sole responsibility to hire, train, supervise, discipline, and discharge its employees and contractors, and direct the time, manner and method of accomplishing or performing the Services. Subcontractor acknowledges that it is solely Subcontractor's responsibility to compensate its employees and contractors, provide Subcontractor's employees with employee benefits, and to pay all applicable employment taxes with respect to Subcontractor's employees. It is agreed that Subcontractor's employees are exclusively employed by Subcontractor and such employees and any contractors are not employed jointly with Company. In addition, prior to performing Services, all employees and contractors of Subcontractor assigned to Company or performing services for Company shall be bound to the terms of this Agreement in writing by Subcontractor, including, but not limited to, the confidentiality and ownership obligations of this Agreement.

10. Compliance with Laws.

Subcontractor shall devote such time, attention, knowledge, and skills as shall be necessary to perform the Services to be provided to or for Company under this Agreement. This Agreement is subject to, and Subcontractor hereby agrees to fully observe and comply with, all applicable local, state and federal laws and all regulations and orders of any government or governmental agency or department in the performance of the Services to be furnished.

11. Identity of Subcontractor.

The Parties acknowledge that the Company has entered into and/or intends in the future to enter into agreements with its own Clients, under which the Company agrees to provide its Clients with certain technological services. Subcontractor and Subcontractor's Consultant agree to be available, under the terms of this Agreement, to provide the necessary and specified technological services to the Company and as the Company's Consultant, on a temporary and/or project-to-project basis.

Subcontractor and Subcontractor's Consultant shall not be an agent or legal representative of the Company and do not have any authority to bind the Company to any agreements or terms with any Client. However, as a Consultant of the Company, Subcontractor's Consultant agrees to be prompt and courteous in working with a Client and to provide all services in a professional manner with all due diligence. Subcontractor's Consultant shall comply with the instructions provided by an authorized Officer, Consultant or other representative of the Company to whom Consultant has been referred for supervision and/or instruction.

Subcontractor's Consultant shall perform such other services for the Company as are customarily rendered by similarly situated Consultants of business enterprises such as the Company. In addition, Subcontractor's Consultant shall perform such duties consistent with the position as may be assigned by the Company and/or its Officers which reasonably serve the purpose of this Agreement and/or meet the reasonable needs of the Company. Subcontractor's Consultant shall report directly to [manager] at the Company.

12. Indemnification.

- (a) Subcontractor hereby agrees to indemnify, hold harmless and defend Company and any member, director, officer, employee or agent thereof, from and against all third-party claims, demands, actions, losses, damages or expenses, including attorney's fees and court costs related to such defense, (collectively "Liabilities") arising out of or resulting from: (1) Subcontractor's performance of the Services under this Agreement; (2) Subcontractor's breach of any provisions in this Agreement; (3) bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence of Subcontractor, its personnel or agents in connection with the performance of the Services hereunder; or (4) any claim that any of the deliverables, Services or Work Product created or otherwise provided by Subcontractor hereunder infringes a copyright, patent, trade secret, trademark or any other proprietary right of a third party.
- (b) Company hereby agrees to indemnify, hold harmless and defend Subcontractor and any member, director, officer, employee or agent thereof, against all Liabilities asserted by any third party where such Liabilities arise out of or result from: (1) willful misconduct or gross negligence of Company or its employees under this Agreement; (2) bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence of Company, its personnel or agents in connection with this Agreement; or (3) any breach of Section 7.
- (c) The indemnified party shall notify the indemnifying party promptly in writing of any such claim, and the indemnifying party shall have the sole control of the defense and all related settlement negotiations (unless any settlement involves

anything other than the payment of money exclusively by the indemnifying party). The indemnified party shall provide the indemnifying party with reasonably requested assistance, information, and authority to perform the above.

13. Prohibition of Interference with Client or Customers.

During any period in which Subcontractor and the Company are discussing possible provision of Services by Subcontractor, and during any engagement of Subcontractor with the Company and for two (2) years following the latter of the termination or expiration of Subcontractor's discussions or engagement with the company, however caused, Subcontractor covenants, represent and warrants that they neither shall, directly or indirectly (a) accept, solicit or attempt to solicit business from, or introduce to any person affiliated in any business capacity to the Company, any of Company's clients or customers or prospective clients or customers (as defined below); (b) induce or attempt to induce any client or customer or prospective client or customer to terminate, reduce or alter their relationship with, or take any action that would be disadvantageous to the Company, (c) suggest, refer or recommend that any client or customer utilize the services of any other business in direct or indirect competition with the Company; or (d) interfere in any other way with the existing or prospective relationship between the Company and its clients or customers. For the purposes of this agreement, the term "Client(s) or Customer(s)" means those individuals or businesses to whom the Company has provided services prior to and during Subcontractor's engagement with the company, or to whom the Company has, prior to and during Subcontractor's engagement with the company, submitted an bid or proposal to provide services.

14. Employee Non-Recruit.

For the duration of this Agreement and active SOWs, and for a period of one year thereafter, Subcontractor agrees it will not knowingly solicit, hire, contract with, nor engage the services of, any employee, consultant or former personnel of the Company with whom the Subcontractor has worked directly in conjunction with this Agreement without the Company's written consent.

15. Injunctive Relief.

The parties to this Agreement acknowledge that any breach of Sections 7, 13 or 14 will result in irrevocable harm to the Company and that the remedies at law for such breach may not adequately compensate the Company for damages suffered. Accordingly, the parties agree that in the event of such breach, the Company will be entitled to seek injunctive relief or such other equitable remedy as a court of competent jurisdiction may provide. Nothing contained herein will be construed to limit the Company's right to any remedies at law, including the recovery of damages for breach of this Agreement.

16. Relationship of Parties.

Subcontractor acknowledges that Subcontractor is an independent Subcontractor and that Subcontractor is fully responsible for Subcontractor's own federal, state and local taxes and that, as an independent Subcontractor, neither Subcontractor nor its employees is eligible to participate in any employee benefit program offered by Company to its employees including, but not limited to, employee benefit plans, insurance policies, profit sharing plans, 401(k) plans, or similar arrangements as prevalent in respective legal jurisdictions. Subcontractor further understands and agrees that Subcontractor is not covered under Company's insurance covers. Subcontractor acknowledges and agrees that it will not receive any other benefits, including but not limited to vacation time, sick leave, or any other time off from the Company. Subcontractor expressly represents that it is an independent Subcontractor under the laws of respective jurisdictions including but not limited to, Republic of India and State of California, United States, and the common law and acknowledges that Company is relying upon this representation. It is understood that Subcontractor maintains an independent business and, subject to the provisions of this Agreement, may work on other projects during or after the term of this Agreement. However, Subcontractor will use its best efforts to ensure the timely and proper completion of the Services. Company and Subcontractor acknowledge and agree that this Agreement does not constitute or appoint Subcontractor as an agent of Company for any purpose whatsoever. Subcontractor is prohibited from acting as, or holding itself out, as an agent of Company. Additionally, in performing the Services under this Agreement as an independent Subcontractor, Subcontractor shall be responsible for: (a) providing competent professional services in the required areas of expertise, (b) using its own independent skill and judgment, and (c) determining the manner and means best suited to perform the Services.

17. Attorneys' Fees.

In the event of litigation relating to this Agreement, the Company shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation in addition to all other remedies available at law or in equity.

18. Entire Agreement.

This Agreement, including any SOW, which are incorporated by reference, constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, any provisions contained in a prime contract, if Subcontractor is a subcontractor to Company, that apply to the Services provided by Subcontractor shall be deemed a part of this Agreement as if explicitly stated herein.

19. Jurisdiction

This Agreement and any dispute between the Parties arising out of or in connection with it or any dealings between the Parties, whether contractual or otherwise, will be governed by, and construed in accordance with the laws of Republic of India (Applicable Law), and the courts in the State of ahmedabad shall have exclusive jurisdiction to entertain any dispute arising out of this Agreement.

20. Execution:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

21. Records and Audit.

Subcontractor shall prepare on an accurate and timely basis and submit to the Company each report that is specified on any SOW, or such other reports as may reasonably be designated by Company from time to time to support the Company's business operations. Subcontractor shall meet as reasonably requested by the Company from time to time to review and discuss any reports submitted pursuant to this paragraph, to answer questions and provide supporting detail and other data, and to revise and correct any reports as may be necessary in order to make such reports accurate and complete, in a format reasonably acceptable to the Company in its sole discretion. All reports shall be prepared in a manner consistent, where applicable, with Company's accounting methods, policies and procedures. Subcontractor shall make and keep complete, systematic written records of all Services performed, all invoices issued, and all compensation paid, as well as such other records reasonably requested by the Company. Subcontractor hereby agrees to fully observe and comply with its record keeping obligations under all applicable local, state and federal laws and all regulations and orders of any government or governmental agency or department. During the term of this Agreement and for three (3) years thereafter, Company shall have the right to inspect such records during Subcontractor's regular working hours, and such records may be used by Company without limitation, subject to any limitation regarding proprietary information as may be necessary.

22. Survival.

Sections 4 – 7, 12 – 16, and 18 – 24 shall survive the termination of this Agreement.

23. Miscellaneous.

The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect. Either party's failure to enforce any provision of this Agreement shall not act as a waiver of that or any other provision. The party's explicit waiver of any breach of this Agreement shall not act as a waiver of any other breach. This Agreement may not be amended or modified except in writing signed by both parties. This Agreement shall be assignable to, and shall inure to the benefit of, the Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of the Company's stock or assets, and shall be binding upon Subcontractor. Subcontractor shall not have the right to assign Subcontractor's rights or obligations under this Agreement without Company's prior written consent. All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been given if delivered or mailed, by certified mail, return receipt requested, or by overnight mail to the Company's registered address and to Subcontractor's address listed in the Company's records at the time of the notice.

24. Services Provided as Part of a Government Contract.

Where Subcontractor is providing services to the Company in support of a Company contract with the Federal, State or local Government ("Government"), a Company contract with a Government Prime Subcontractor, or a Company contract with a

Government higher-tier subcontractor, additional provisions may be required in addition to those set forth above. Subcontractor agrees to negotiate such additional provisions in good faith.

Agreed to the following terms and conditions:

- i. We will need Full Name, Direct Contact Number, Personal Email ID, Current and Permanent Address, Passport size photo, Aadhar Card, and PAN Card once the candidate is selected (other documents like Education Certificate and Last company experience letter, not mandatory but if requested needs to be shared with us)
- ii. We will not sign any agreement or document from the vendor end. The agreement will be shared by us, as it is vendor onboarding.
- iii. SoW will be shared once all the details mentioned in point b (i) are received.
- iv. Vendor has the right to know the contract duration and time zone before the interview is scheduled.
- v. If the candidate leaves in between the contract without serving the notice period, a penalty equivalent to 1 month of the candidate's pay will be levied from the vendor.
- vi. Holiday calendar of the client will be followed, which will be shared with the candidate once he is onboarded.
- vii. Candidate has to work a minimum 40 to 45 hours a week.
- viii. Payment will be released after 30 days from the date on which the invoice is received.
- ix. GST will be paid once it is filed from the vendor's end.

The signatures below reflect the intent of the Company, Subcontractor, and Subcontractor's Consultant to be bound by all of the terms of this Agreement.

Citta Solutions Pvt Ltd	Doodleblue Innovations Private Limited
Sign: _____	Sign: _____
Mansi Dave	Atishe Chordia
AVP - HR	CEO
Date:	10/10/2022

