Business Contract with <mark>mlco.ai</mark>

This Agreement is made and executed for a duration of seven (7) working days, excluding Sundays, commencing from the date of signature by the client on this agreement, dated <mark>22/08/2024</mark>, and concluding on <mark>29/08/2024</mark> (both days inclusive), between SARVAYA, incorporated under the provisions of the Companies Act, 1956, (hereinafter referred to as "Agency"), which term shall mean and include its successors and permitted assigns, of the ONE PART.

As per this agreement, both parties have agreed to abide by the following terms and conditions:

Appointment of Agency

The client hereby appoints the agency to provide Website Development services.

1. Scope of Work

1.1 Project Overview:
SARVAYA agrees to design, develop, and host a website for mlco.ai, consisting of the following key components:

- **Landing Page (Home Page):**
  - The main entry point for the website, showcasing key information about the institution and its offerings.
- **Course Catalog Page:**
  - A comprehensive listing of all available courses, allowing users to browse and select webinars.
- **Notes Bundle Catalog Page:**
  - A page displaying various bundles of notes available for purchase or download.
  - **Subpage 1:** Displays all notes within a selected bundle.
  - **Subpage 2:** Displays PDFs of individual notes, accessible through a dedicated viewer or download link.
- **Blog Page:**
  - A section of the website where articles and posts related to the institution or relevant topics are published.
  - **Inclusion:** SARVAYA will post two (2) blogs at no extra charge as part of this package.
- **Additional Subpages:**
  - **Privacy Policies Page:** Detailing the website's data handling and privacy practices.

- ○ **Terms and Conditions Page:** Outlining the terms of use for the website.
- ○ **Site Map:** A page providing an overview and links to all sections of the website for easy navigation.

1.2 User Flow:

The website will allow students to:

- **View Institution Details:** Access detailed information about the institution on the landing page.
- **Select Webinars:** Browse and select desired webinars from the course catalog page.
- **Generate QR Code for Payment:** Upon selecting a webinar, a QR code will be generated for payment.
- **Complete Payment:** Students will complete the payment process by scanning the QR code.
- **Redirect to Google Form:** After payment, students will be redirected to a Google Form to provide necessary details, including the transaction ID and payment time. The data collected will be accessible to mlco.ai .

Additionally, the website will allow users to access free notes:

- **Access Free Notes:** Students can navigate to the Notes Bundle Catalog Page, choose a specific notes bundle, and select an individual note.
- **Options for Notes:** Upon selecting a note, users will be given two options:
  - ○ **Read Online:** View the PDF of the note directly on the website.
  - ○ **Download:** Download the PDF of the note for offline access.

2. Design Phase

2.1 Design Tools and Process:

SARVAYA will design the website using Figma and adhere to current design trends and user experience best practices, such as Google Material Design. The design will focus on optimizing the user journey to ensure a seamless and intuitive experience.

2.2 Timeframe:

The design phase will be completed within three (3) days from the project start date. By the end of the third day, SARVAYA will provide the Client with the final design link for review.

2.3 Client Review and Feedback:

The Client will have twelve (12) hours to review the design and provide feedback. SARVAYA will provide two iterations per page design based on the feedback. Any additional iterations will be considered a new requirement and may result in additional charges and time extensions.

2.4 Client Deliverables:
To ensure timely completion of the project, the Client agrees to provide the following deliverables:

- **Logo:** The Client must provide the final logo in a high-resolution format suitable for web use.
- **Pre-Fixed Amount UPI QR Code:** The Client must provide a UPI QR code configured with a pre-fixed amount for webinar payments.
- **Domain and Platform Credentials:** The Client must provide access to the domain and any necessary platform credentials required for hosting and deploying the website.
- **Feedback for Design:** The Client is required to review the design and provide feedback within twelve (12) hours of receiving the design link.
- **Scheduled Meeting:** The Client agrees to participate in a scheduled meeting on the third or fourth day of the project to review progress and discuss any necessary adjustments.

Failure to provide these deliverables on time may result in an extension of the project timeline.

3. Development Phase

3.1 Development Process:
Upon approval of the design, SARVAYA will proceed with the development phase, implementing the approved designs using HTML, CSS, JavaScript, and other necessary technologies.

3.2 Development Timeline:
The development timeline will be discussed and agreed upon after the design approval, taking into account any additional functionalities requested by the Client.

3.3 Time Estimation:
The design phase will be completed within three (3) days from the project start date. The development, hosting, and all other activities required to deliver a fully operational website will be completed within an additional four (4) days, making the total estimated time for full web development seven (7) days. This timeframe is contingent upon the Client delivering all necessary materials and approvals on time. Any delays in providing required deliverables may result in an extension of the project timeline.

4. Hosting Services

4.1 Hosting Commitment:
SARVAYA will provide hosting services for the website, ensuring it is accessible and functional on the internet. The hosting will include server setup, domain configuration, and ongoing technical support to maintain the website's uptime and performance.

4.2 Hosting Period and Renewal:
The initial hosting period will be one year which is free, after which the Client can choose to renew the hosting service at a rate according to platform fees. SARVAYA will notify the Client in advance regarding the renewal.

4.3 Technical Support:
SARVAYA will provide technical support for hosting-related issues, ensuring the website remains operational. Any additional services or enhancements beyond standard hosting may incur additional charges.

2. Date of Commencement and Duration of Agreement

This agreement will be effective from 22/08/2024, and both parties shall abide by it for a period of duration of seven (7) working days, excluding Sundays, ending on 29/08/2024. The agreement may be renewed only after mutual agreement by both parties.

3. Confidentiality

Both the agency and the client shall maintain confidentiality regarding any information received from one another and shall not disclose it to others without prior consent or compliance with statutory requirements.

4. Governing Laws

Both parties must comply with all statutory regulations. Any dispute (including non-contractual disputes or claims) arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at Jaipur (Rajasthan).

5. Agency Fees and Remuneration

The total payment for the project has been agreed upon by both parties at INR 15000 . Any out-of-pocket expenses, such as outstation travel, stay, software, etc., incurred by the agency as part of this assignment, will be borne by the client only after specific approval from the Client.

Additional charges for any other services, including application development, Ad spending, purchase of licensed images and content, tools, etc., if applicable, will be charged separately.

6. Payment and Refund Terms

50% Payment: INR 7,500 is due at the time of presenting the final design on the 3rd day. Remaining 50% Payment: INR 7,500 is due upon the completion of the website development, before the final handover and launch.

Additional Costs:
Any changes or additional iterations requested by the Client beyond the agreed scope will incur additional costs, which will be communicated and agreed upon before proceeding.

7. Force Majeure

Both the client and the agency shall not be liable for any default, delay, or lapse occurring due to events beyond their control, including but not limited to riots, strikes, theft, war, or acts of God and/or nature.

8. Modification of Terms

Any changes in the terms and conditions contained herein shall be effective only prospectively and shall be valid only if recorded in writing and signed by the authorized officials of the client and the agency.

9. Waiver

The failure of either party at any time to enforce any provision of this Agreement will not affect its right to require full performance by the other party subsequently. Any waiver will be valid only if recorded in writing and signed by the authorized officials of the client and the agency.

10. Termination

The client or the agency may terminate this agreement by providing a written notice with a penalty of ₹2000. The parties' obligations as per this agreement shall remain in force during the notice period.

11. Arbitration

All and any disputes and differences if any shall be settled by arbitration in the manner hereinafter provided
- The venue of the arbitration shall be Jaipur
- In the event of arbitrators' award being not acceptable to either party, the parties shall be free to seek lawful remedies under the law of India and the jurisdiction for the same shall be courts at Jaipur in the State of Rajasthan .

12. Agency Policy

   a. If the client becomes involved in any legal offense or crime due to the products or services promoted by ==SARVAYA==, the agency is not liable for any legal issues, as the agency is solely a service provider.

   b. If the client causes a delay in providing ==SARVAYA== with the content or material or documents asked for, the agency will still count it as a working day, and the client will be liable. However, if the delay is from the agency's end, we will not count it as a working day and will provide the client with the services for the total duration as discussed.

13. Acceptance

By signing below, the Parties hereby enter into a binding website development services agreement with one another.

SARVAYA
UDYAM-RJ-17-0385593

SARVAYA
support@sarvaya.in
+918529146376

HARSHVARDHAN PALAWAT , mlco.ai

21/08/2024