

APPLICATION DEVELOPMENT CONTRACT

1. **Parties:** This Agreement is entered into and is effective as of 15 of March, 2022 by and between **TECHNOKNITTERS** (Referred to herein as "Contractor"), and **VPRP Consulting (india) LLP** (referred to herein as "Client"), for the purpose of designing and creating a **Infra management ERP and company website** (referred to herein as "Application"). This Agreement shall commence on 15/03/2022, and shall remain in effect until all obligations under this Agreement have been properly completed.

2. **General:**
 - a.) **Guarantee:** Contractor represents and warrants to Client that it has the experience and ability to perform the services entered into by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement. The performance of this Agreement shall not infringe on or violate the rights of any third Party, nor violate any federal, state, and municipal laws. The contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the contractor does not perform the work as per the technical specification document and the provided coding standards, the client may request in writing the rework of any or all such work, and the contractor shall grant such request at no additional cost. However, in case of dissatisfaction of design, the rework shall not exceed 2 times for any page.

 - b.) **Production Processes:** Client will not determine or exercise control as to general procedures or formats necessary to fulfill the Agreement to the Client's satisfaction.

 - c.) **Independent Contractor:** All client projects will be considered as an outsourced project to contractor

 - d.) **Termination:** This agreement may be terminated by either party giving written notice to the other party that committed a material breach of the terms: Where the breach is capable of being remedied, the party that committed the breach shall be permitted to remedy the breach within **thirty (30) days** from receipt of the notice; else, this agreement shall stand terminated at the end of the notice period. On Termination all work completed / work in progress to date shall be delivered to the Client in a usable electronic format. Upon termination of this Agreement, the Contractor shall deliver a Termination Invoice for work completed to date, which shall be paid by the Client. Any stage of the project complete or completed above **60%** as mutually agreed shall be paid for at termination.

 - e.) **Termination by Default:** Client may immediately terminate this agreement in whole or in part, if the contractor fails to:
 - Correct or cure any breach of this Contract;
 - Deliver the supplies or perform the services within the time specified by the contractor as per project schedule Annexure II in the agreement
 - Perform any of the other provisions of this Contract.

3. **Confidentiality and Nondisclosure:**
 - a.) **Definition of Confidential Information:** Each Party agrees that all information and materials disclosed by the Parties regarding a proposed business deal between the parties, including the terms and conditions of this Agreement and the existence of the discussion between the Parties, will be considered and referred to collectively in this Agreement as "Confidential Information". Confidential Information does not include information that is now or subsequently becomes generally available to the public through no fault or breach on the part of either Party; either Party can demonstrate to have had rightfully in its possession prior to disclosure to the receiving Party; is independently developed by either Party without the use of any Confidential Information; or either Party rightfully obtains from a third Party who has the right to transfer or disclose it.

 - b.) **Nondisclosure and Nonuse of Confidential Information:** The Parties shall not disclose, publish, or otherwise disseminate Confidential Information to anyone other than those of its employees and

trusted subcontractors working on this project with a need to know, and each Party shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. The Parties accept the Confidential Information for the sole purpose of evaluation in connection with either Party's business discussion with each other. Each Party shall not use Confidential Information otherwise for its own or any third Party's benefit without the prior written approval of an authorized representative of the disclosing Party in each instance. The foregoing restrictions on Confidential Information shall not apply to Confidential Information that is required to be disclosed in connection with any suit, action or other dispute related to the Confidential Information, or otherwise required to be disclosed as a matter of law.

c.) Miscellaneous: All Confidential Information remains the property of the disclosing Party and no license or other rights to Confidential Information is granted or implied hereby. All Confidential Information is provided "AS IS" and without any warranty, whether expressed or implied, as to its accuracy or completeness. Each Party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing Party that may be difficult to ascertain. Accordingly, each Party agrees that the disclosing Party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies each Party may have.

4. **Development Procedure:** The Parties shall, in the pursuance of Section 1.), conform to the following procedure in the sequence indicated:

a.) Scope: The Contractor agrees to create the Application, NFR and its features shall conform to the specifications set out in the Specifications Document, which is attached as Annexure I.

Work requests submitted by the Client requesting features beyond the scope of the Technical Specifications Document shall be considered Enhancements (see 4e.).

b.) Cost: The Contractor agrees to deliver all functionality specified in the Specifications Document for a Total Cost not to exceed Rs. 245,000

c.) Timeline: The Contractor agrees to make all reasonable efforts to deliver the functionality specified in the Annexure I by the time specified in Annexure II.

d.) Payment and Deposit Schedule: The Contractor shall be paid as per the following table in INR in an Indian Bank Account of the contractor company. A credit period of 7 days shall be given from the invoice date.

e.) Enhancements: Client may submit work requests for features beyond the scope of the Specifications Document (Annexure I). On receipt of an Enhancement request, Contractor shall provide Job Estimates at the hourly rate INR 450 for such work. The Job Estimate shall specify the amount of time required to perform each task, and a description of each task. The Job Estimate shall include the Total Estimated Fee for the Job. The Contractor shall agree to complete the tasks defined in the Job Estimate and shall not exceed the Total Estimated Fee. However, in case of minor enhancements in the specified features as per Annexure I, up to the extent of 15% of the overall functionality, additional cost will not be applicable.

f.) Third Party Payments: Any Payments done to any third party for buying any service, domain, hosting, server etc. will be borne by the Client. Any Payments for such service borne by the Contractor shall be recovered by raising an invoice equal to the actual amount spent. Approval for such payments shall be taken in advance from the Client.

g) Defect Correction Service: For each accepted Deliverable, the contractor will correct, at no charge to client, all defects reported by client to the contractor as per the contractor's then standard Defect Reporting Procedure, during the period ("Maintenance Period" and UAT Period)

5. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control; performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay.

6. Copyright:

a.) **Original Ownership:** All original code, icons, logos, illustrations, and graphic designs created by the Contractor for use on the Client Mobile Application are the exclusive property of the Contractor until receipt of the Total Fee amount.

b.) **Transfer:** On receipt of the Total Fee by the Contractor, Client is authorized to have exclusive use of all icons, logos, illustrations and graphic designs appearing on the Client Web site for purposes of marketing, advertising, and promotion of the Client and its subsidiaries. Contractor agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose, or otherwise make the work product available to third Parties without Client's prior written consent. Any rights granted to Contractor under this Agreement shall not affect Client's exclusive ownership of the work product.

c.) **Clients Materials:** Any information, data, materials or instructions (collectively "**Client Materials**") furnished by the client, for use by the contractor under this agreement, shall remain the sole property of the client

7. **Entire Agreement and Governing Law:** This Agreement constitutes the entire agreement with respect to the Design and Development of the Client Application and supersedes all prior or contemporaneous oral or written agreements concerning such confidential information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This agreement will be governed and construed in accordance with the laws of England without regard to conflict of law provisions and the jurisdiction will be the exclusive jurisdiction of the Courts of England

Signature: Understood and agreed to by duly authorized representative of the Parties.

Contractor: Company: Technoknitters.

Address: 374B, C Road, Sardarpura, Jodhpur (Reg. Office)

Garima Jain

Authorized signatory

2. Client: *VPRP Consulting (India) LLP*

Address: *22-A, SUBHASH COLONY, BHAGAT KI KOTHI, JODHPUR RAJASTHAN INDIA – 342001 (Reg. Office)*

Anil Pungliya

(Authorized signatory)

Annexure I

Technical & Functional Specification Document

1. Current functionality of the ERP and Website requirement. - As per documentation & briefing
2. Admin – As per documentation & briefing
3. Attached additional and enhancement in the functionality – As per documentation & briefing

<Pls embed SOW>

Will be Send through email

Annexure II

Project Summary																						
Services Description	Design and development of Infra Management ERP plus fully Dynamic Website vprp.co.in with admin Panel for the management																					
Deliverable	<u>VPRP Website</u> <u>Infra Management ERP – first iteration.</u>																					
Deliverable Scope	This contract requires the contractor to complete the project as defined in the Scope Annexure 1.																					
Technology Stack	<u>Lamp Technology with PHP 8.0</u>																					
Acceptance Criteria	Conformance of Application as per specification document.																					
High Level Application Delivery Schedule	<table border="1"> <tr> <td>Project Start</td> <td>15-03-2022</td> </tr> <tr> <td>Milestone 1: Website for the Company</td> <td>15-04-2022</td> </tr> <tr> <td>Milestone 2: Inventory & PO management</td> <td>15-07-2022</td> </tr> <tr> <td>Milestone 3: Inward outward office management</td> <td>23-07-2022</td> </tr> <tr> <td>Milestone 3: Purchase Module</td> <td></td> </tr> <tr> <td>Milestone 4: Project Sales & Billing Module</td> <td></td> </tr> <tr> <td>Working Modules Product Ready for the use & UAT</td> <td></td> </tr> <tr> <td>1 Month after Production</td> <td></td> </tr> </table> <p><i>Note: It is assumed that all the approvals will happen within 5 days of completion of the stage. However, if the submission of the development is done between Monday and Wednesday, up to 6 days may be taken for approval.</i></p>	Project Start	15-03-2022	Milestone 1: Website for the Company	15-04-2022	Milestone 2: Inventory & PO management	15-07-2022	Milestone 3: Inward outward office management	23-07-2022	Milestone 3: Purchase Module		Milestone 4: Project Sales & Billing Module		Working Modules Product Ready for the use & UAT		1 Month after Production						
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UAT & Maint. Period	One (1) month support during UAT period																					
Post Go-Live	Six (6) months support																					