

## Terms of Service

### 1. Introduction:

**a. Overview:** These Terms of Service establish the agreement between Aprolyx Technologies India Pvt Ltd (herein referred to as WE/US/OUR/COMPANY) and the Client (herein referred to as CLIENT/CLIENTS) in compliance with the Companies Act, 2013 and IT Act, 2000, governing its software development services.

### 2. Scope of Services:

**a. Services Delivery:** WE offer tailored software development services based on mutually agreed-upon proposals or contracts. Upon completion of development, a DEMO of the service will be provided directly and exclusively to the CLIENT for review and approval. LIVE activation or production-level deployment of the FULL functionality(ies), including its access, strictly requires full payment clearance after the CLIENT's formal acceptance or approval of the provided DEMO.

**b. Performance Standards:** OUR services are subject to professional standards, requiring proactive CLIENT participation in project-related discussions, cooperation, and approvals.

**c. Quality Assurance:** WE unconditionally commit to delivering standard-quality services and encourage timely and prompt communication to address any service-related concerns.

**d. Client Obligations:** CLIENTS unconditionally undertake to provide clear, accurate requirements and timely feedback crucial for effective service delivery.

### 3. Payment Terms and Billing:

**a. Invoicing:** Invoices will be issued according to agreed milestones or billing schedules outlined in proposals.

**b. Project Order:** Effective Jan 1, 2024, Project Order on CLIENT's Letterhead is mandatory for US to go ahead with any project. For ongoing/previous projects before Dec 31, 2023, advances/deposits made to the COMPANY bank account authorize project commencement in the absence of a Project Order.

**c. Agreed Payment Structure:** Once agreed upon by both parties, the payment terms, billing schedules, and milestones outlined in the contract or proposal cannot be altered.

**d. Late Payment Consequences:** Should payments extend beyond the stipulated timeframe outlined in the contract or proposal, WE reserve the right to withhold an equivalent service value proportionate to the outstanding dues until full payment is received. This adherence to OUR service-level policy eliminates the necessity for additional reminders or notifications concerning this matter. If no specific timeframe is stated, the term "On Delivery" implies immediate payment or within 7 days from the invoice's issuance date, in order to fulfill LIVE deployment of the services.

#### **4. Intellectual Property Rights:**

**a. Ownership:** Full payment grants the CLIENT exclusive ownership of developed software, except pre-existing or third-party intellectual property.

**b. License and Promotional Rights:** WE reserve the right to showcase completed work for promotional exhibits unless explicitly waived by the CLIENT in writing. Upon CLIENT's written request to waive this right, compensation equivalent to at least 500% of the project value must be agreed upon and fulfilled to forgo this promotional right for 2 years.

#### **5. Confidentiality and Non-Disclosure:**

**a. Protection of Proprietary Information:** Both parties acknowledge the sensitivity of exchanged proprietary information. WE underscore the criticality of confidentiality, especially in the absence of a signed Non-Disclosure Agreement (NDA) covering the CLIENT's proprietary information, algorithms, or sensitive data. All parties are expected to exercise utmost care and discretion in handling and safeguarding such information. However, any open-source algorithm/logic/idea/external-links/reference available in public domain shall not be considered as proprietary information.

#### **6. Project Changes, Abandonment, and Termination:**

**a. Change Requests:** Proposed changes require mutual written agreement on their impact on timeline and cost.

**b. Abandonment:** CLIENT-initiated abandonment results in forfeiture of payments made until that point, unless it falls under the clause of 'Liability and Indemnity' [sec 7(a,b)].

**c. Termination:** Requires written notice following outlined terms and conditions.

#### **7. Liability and Indemnity:**

**a. Limitation of Liability:** OUR liability is confined to the fees paid by the CLIENT for specific services, deducting third-party expenses (if any). Exceptions involve willful misconduct, persistent delays in providing essential materials or feedback, frequent

meeting rescheduling or cancellations, or gross negligence by the CLIENT, except in cases where such actions are mandated or explicitly permitted by US in writing.

**b. Indemnification:** CLIENTS agree to indemnify US against claims, losses, or damages arising from software usage, except in cases of willful misconduct or gross negligence by US in violation of amendments mentioned in IT Act, 2000, or where the actions leading to the claim are expressly approved by US in writing.

### **8. After Sales Support:**

**a. Support Period:** Continued support for 12 months from service activation through an AMC (Annual Maintenance Contract). Terms and charges shall be detailed in a separate AMC contract renewed annually (every 12 months). The AMC contract does not auto-renew or auto-activate and requires manual renewal and consent by both parties. The support includes bug fixes, minor modifications, and technical assistance within agreed service hours.

### **9. Governing Law and Dispute Resolution:**

**a. Jurisdiction:** Governed by local laws and the laws of the land where services are provided, ensuring adherence to the Companies Act, 2013 and IT Act, 2000. Disputes are expected to be resolved through arbitration or mediation before legal proceedings. The jurisdiction for dispute resolution shall be the courts located in Kolkata, West Bengal, India unless agreed upon differently in writing by both parties.

### **10. Applicability to Ongoing Projects:**

**a. Ongoing Projects:** This agreement applies to ongoing projects as well, unless explicitly specified otherwise.

### **11. Acceptance of Terms:**

**a. Acknowledgement:** CLIENT engagement with US and non-receipt of objections (with valid argument) through writing signifies understanding and agreement to these 'Terms of Service' w.e.f Jan 1, 2024.