

Terms and Conditions

For Software Development and Project Management Services:

This Service Agreement (“Agreement”) shall apply and govern the contract signed between Sys Intello or any of its affiliates Customer, for the purpose of providing professional services or deliverables for software development and consulting.

Payments:

Payment will be made by Customer within 15 days upon receipt of an invoice. In the event there is a delay in payment for more than 5 days from the due date, the Customer shall be liable to pay an interest of 05% per month or maximum permitted by applicable law, whichever is less, on the delayed payments from the due date of payment. Consultant shall be relieved of its obligations under this Agreement in the event of non-payment of the Fees or expenses due and shall retain the rights in the Services for which the amount is outstanding.

Confidentiality:

Confidential information shall mean any information disclosed by one party to the other party, in any form including without limitation documents, business plans, source code, software, technical/ financial/ marketing/ customer/ business information, specifications, analysis, designs, drawings, data, computer programs, any information relating to personnel or Affiliates of a party and include information disclosed by third parties at the direction of a Disclosing Party and marked as confidential within 15 days of such disclosure. Confidential Information shall however, exclude any information which (i) is/ was publicly known or comes into public domain; (ii) is received by the Receiving Party from a third party, without breach of this Agreement; (iii) was already in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party; (iv) is permitted for disclosure by the Disclosing Party in writing; (v) independently developed by the Receiving Party without use of Confidential Information; (vi) is required to be disclosed by the Receiving Party pursuant to any order or requirement from court, administrative or governmental agency, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such order or requirement and an opportunity to contest or seek an appropriate protective order. The Receiving Party agrees not to use any Confidential Information for any purpose except for conducting business with the Disclosing Party, or otherwise agreed in writing.

Intellectual Property Rights:

Customer shall own all right, title and interest in and to the Deliverables. The rights, title and interest in and to the Deliverables shall be granted to the Customer only upon receipt of full payment by the Consultant. To the extent that the Deliverables incorporates Consultant pre-existing intellectual property and such Consultant Pre-Existing IP are necessarily required for

the proper functioning of the Deliverables Consultant grants to Customer a perpetual, non-exclusive, worldwide, transferable, royalty-free license to use such Consultant Pre-Existing IP solely along with the Deliverables.

Advance Payment:

Before the start of any project, and as soon as the contract is signed by both the parties, the 60% of the total bill amount should be released.

Termination:

Either party may terminate the Agreement upon sixty (60) days' notice to the other party. Either party may terminate this Agreement immediately if the other party breaches the terms of this Agreement and the breach remain uncured for 30 days from the date of receipt of notice. In case of termination, the Consultant shall be paid for the Services provided on a pro-rata basis. If the client terminates the project under any circumstances, the party needs to pay 75% of the total bill amount.

Entire Agreement:

This Agreement shall constitute the complete agreement between the parties respecting the subject matter. This Agreement may not be extended, amended, terminated, or superseded except by agreement in writing between the parties. This Agreement supersedes all previous agreements between the Consultant and the Customer, whether oral or written, regarding subject matter hereof, standard terms and conditions of a purchase order or an invoice or any similar document whether hosted on party's website or otherwise, shall be ineffective. There are no intended third party beneficiaries to this Agreement. Each Agreement may be executed in one or more counterparts (including scanned copies), all of which when signed and taken together constitute a single agreement between the parties.