

This Software Development Agreement ("Agreement") is made and effective this dd/mm/yyyy]

BETWEEN:

Ezulix Software Pvt. Ltd (the "Ezulix"), a company incorporated under the provisions of The Companies Act, 2013, having its registered office at Plot no. 54, Padmavati B Colony, Kings Road, Nirman Nagar, Jaipur-302019, organized and existing under the laws of the Republic of India, with its head office located at Jaipur.

AND:

Your Company's Name (the "Business Associate"), a company incorporated under the provisions of The Companies Act, 2013 having its registered office at Company's address organized and existing under the laws of the Republic of India, with its head office located.

WHEREAS

- (a) Ezulix Software Pvt. Ltd. is engaged in the business of Information Technology Consulting, Software Development, Marketing and Licensing of Software;
- (b) Ezulix has agreed to develop Software for the business associate as per business proposal which was agreed by business associate and the business associate has agreed to purchase from Ezulix the Software as per the requirements of the Business associate and having the capabilities and functions more particularly set forth in this Agreement with the Functional specifications as more particularly described in the Schedule A hereunder written on the terms and conditions recorded in this Agreement.

Ezulix Software Pvt. Ltd.

+0141-2393323

ezulixsoftware.com

54, Padmavati

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO

AS FOLLOWS:

1. DURATION

This Agreement shall be effective for a period of 1 year from the effective date of this Agreement. On expiry of the above mentioned period, this Agreement shall expire without any notice. The parties may agree to extend the period of the Agreement subject to necessary approvals and on written agreement between them.

2. PURPOSE OF THE AGREEMENT

- 2.1. The Business associate desires to retain Ezulix as an independent contractor to develop the Computer Software (“Software”) with the Functional specifications as more particularly described in the Schedule: A hereunder written. Ezulix is ready, willing and able to undertake for the Business associate, the Development of such Software and agrees to do so on the terms and conditions set forth in this Agreement.
- 2.2. Ezulix has agreed to design, develop and provide such Software and in consideration thereof, the Business associate has agreed to pay Ezulix, the amounts, more particularly set out below.

3. OBLIGATIONS OF EZULIX

It is agreed that Ezulix will provide to the Business associate, all the services mentioned below with the ultimate aim of Developing and providing the Software with the specifications as required by the Business associate. Ezulix shall:

- 3.1. Design, develop and provide the Business associate with the Software according to the functional specifications and related information incorporated with the specifications as more particularly set forth in this Agreement.
- 3.2. To report all findings and make all recommendations directly to the management of the Business associate.
- 3.3. Engage and utilize the services of employees and/or contractors capable of designing and implementing the Software to be developed as per this Agreement.
- 3.4. Before handing over the software to the Business associate, Ezulix will give demo (not more than 3 times) to the Business associate

through online screen sharing system and will minutely explain all the functional specifications of the software and will mark and update the changes suggested by the client.

- 3.5. To deliver to the Business associate the Software not later than (Date) which shall include mobile application (Android Platform).
- 3.6. Not to disclose any confidential information of the Business associate to any third person that might come into Ezulix's possession during the performance of its obligations under this Agreement.
- 3.7. Make best efforts to hold Confidential Information in the strictest confidence; not to make use of it other than for the performance of its obligations hereunder and shall release it only to Ezulix's employees or contractors.
- 3.8. Ezulix will provide training about running of the software to the Business associate or its authorised employee through online screen share system. Such training will not be given more than 2 times.
- 3.9. Ezulix will provide the current version of the software to the Business associate for 3 working days to assess the software's technical aspect, errors, bugs, features and tools. If any change is required by the Business associate, he shall submit a formal report of such changes to the developer on his email id for technical support (i.e. help@ezulix.com).
- 3.10. After training program and final approval of the Business associate, Ezulix will make the software live on its third party dedicated hosting service for the period of 1 year from the date of domain purchased on behalf of Business Associate or from the date of execution of this agreement and the extension of said period from more than 1 year is subject to payment of domain renewal amount and agreement period.

4. WALLET

Ezulix hereby acknowledges that along with Aadhaar Enabled Payment Services (AEPS) it will provide wallet services to the Business associate for management of transactions. It agrees to credit (if any amount payable as per the accounts) the bank account of the Business associate on real time basis or within T+2 days. Service of Aadhaar Enabled payment System (AEPS) shall be subject to the terms and conditions

mentioned in the Schedule B of this agreement.

Wallet services provided by Ezulix are subject to the functioning of banking institutions. Ezulix shall not be held liable directly or indirectly to the Business associate if any act or omission occurs in regards to payment or withdrawal transactions due to technical glitch or whatsoever reason attributable to the concerned bank.

5. CONDITIONS FOR TRANSACTION THROUGH AEPS

5.1 Business associate shall obtain Authorization (Authorization for the purpose of this agreement means the process by which bank approves a transaction as stipulated by bank from time to time and includes approvals flashed on the digital POS deployed at the outlet, premises, site or location, of the Business associate or business associate). Such authorization shall be in consonance with the rules, regulations, and standards, instructions as issued by Ezulix or bank from time to time through written correspondence.

5.2 Ezulix or the bank reserves the right to refuse the charges if an authorization is declined or the charge slip is not printed. Further, by presentation of charge slip (s) Business associate represent and warrant that (i) No other charge slip has been or will be issued or presented in respect of the same transaction (ii) The relevant charge slip represents a genuine business transaction undertaken by a customer in respect of which the Business associate has or will have.

5.3 Business associate hereby acknowledges that charges accepted by it, which proves to be uncollectable and which were incurred in any of the following circumstances given below shall exclusively be your financial responsibility. Business associate further agrees and accept that non-payment of such charges or the chargeback of such uncontrollable charges (as the case may be) by bank or Ezulix, without any demur or protest:

- Any transaction which is not valid.
- Any Charge incurred by the forgery of the customers biometric data or any other Adhaar related information, and/or where the bank reasonably believes the transaction to be irregular and/or fraudulent.
- Any Charges which involves a charge slip which is incomplete or illegible as to the customer's name, or any other Adhaar related details of

the customer.

- Any charges with respect to a customer who refuses to pay because the product purchased from the Business associate/business associate were not delivered or are not as promised or the merchandise was defective or services deficient in any respect.
- Any violations of the terms and conditions in relation to a transaction or any Business associate/business associate operating instructions.
- Change of "Business Activity"/"Business Name"/ "Business location" without informing Ezulix

6. OWNERSHIP OF SOFTWARE

- 6.1. Ezulix hereby agrees that after the Software is developed it will upload it on the domain of the business associate, on or before the date as specified under this Agreement (and mutually extended, if any,) the Business Associate will only have user right and the ownership of the same shall remain with the service provider.
- 6.2. Ezulix will not provide any record in respect of the Software (in the form of notes, sketches, drawings and as may otherwise be specified by the Business associate), such records are to be available to and are to remain the sole property of the Ezulix Software at all times. If such records are required by the business associate, it can be acquired by paying separate consideration amount which shall be decided through an addendum to this agreement.
- 6.3. Upon request, Ezulix will, at the cost and expenses of the Business associate, sign all applications, assignments, instruments and papers and perform all acts necessary or desired by the Business associate for assigning the Software fully and completely to the Business associate and to enable the Business associate, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages of this work.
- 6.4. For the purpose of running the requested software online, domain and hosting space will be provided by the business associate or the business associate may request the Ezulix on its official email id mentioned in clause 14 of this agreement to purchase the domain and acquire a hosting space from third party hosting service provider.

7. PAYMENTS AND OTHER EXPENSES

The payment of entire consideration amount shall be the essence of this Agreement and in pursuance thereof the Business associate shall pay Ezulix consideration amount (non-refundable) as follows:

- a) Rs. as development cost, which shall be paid on execution hereof;
- b) Rs.10,000/- + 18% GST applicable after 365 days subject to extension of this agreement by mutual consent) for Hosting & Domain renewal
- c) Rs. 2,000/-+ 18% GST applicable after 365 days subject to extension of this agreement by mutual consent) for API renewal & Maintenance cost.

8. INDEPENDENT CONTRACTOR

Ezulix is acting as an independent contractor with respect to the services to be provided to the Business associate. Neither Ezulix nor the employees of Ezulix performing services for the Business associate shall be considered employees or agents of the Business associate. Ezulix shall not be responsible for the Business associate's acts or the acts of the Business associate's employees while using the software developed by developer. Nothing contained in this Agreement shall be construed to imply a joint venture, business, partnership or principal- agent relationship between the parties and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party

9. LIBERTY FOR MODIFICATION

The Business associate may, in its sole discretion, request that changes be made to the specifications, or other aspects and tasks associated with this Agreement and related to the Software. If the Business associate requests such a change, Ezulix will use its best efforts to implement the requested change at no additional expense to the Business associate and without delaying delivery of the Software. In the event that the proposed change, in the reasonable opinion of Ezulix, will require a delay in delivery of the Software or would result in additional expense to the Business associate, then the Business associate and Ezulix shall mutually confer and the Business associate shall, in its discretion, elect either to withdraw its proposed change or require Ezulix to deliver the Software with the proposed change and subject to the delay and/or

additional expense.

10.CONFIDENTIALITY

10.1. Ezulix acknowledges that all material and information supplied by the Business associate which has or shall come into Ezulix's possession or knowledge of Ezulix in connection with performance of its obligations hereunder, is to be considered the Business associate's confidential and proprietary information ("the Confidential Information"). The Confidential Information includes the trade secrets, processes, data, know-how, documentation, flowcharts, marketing plans, forecasts, unpublished financial statements, budgets, prices, costs, and employee and customer lists. Ezulix's undertakings and obligations under this Section, Similarly, Business associate also undertakes to keep the information of software, algorithms, licences, programme code and source code if any, provided by Ezulix intact and confidential and shall not share it with the third party without prior permission of Ezulix however, shall not apply, to any Confidential Information which:

- a. is or becomes generally known to the public through no action on Ezulix's part,
- b. is generally disclosed to third parties by the Business associate without restriction on such third parties, or
- c. Is approved for release by written authorization of the Business associate.

10.2. The Business associate acknowledges that upon termination of this agreement, Ezulix can disable the software from its domain. The Business associate agrees to use best efforts to hold Confidential Information acquired during the period of this agreement in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder, to release it only to Ezulix's employees or contractors who need to know such information for the purposes of this Agreement and not to release or disclose it to any other party.

10.3. The Business associate further agrees not to release such information

to any employee or contractor who has not signed a written agreement between the Business associate and expressly binding the employee not to use or disclose the Confidential Information, except as expressly permitted in this Agreement. The Business associate shall be listed as a third-party beneficiary of any such agreement.

- 10.4. EZULIX SOFTWARE will put The Powered by Logo on the pages developed by us, and can use the name of client on its advertising material on website Etc. If client don't need this then software cost will increase by 20% from actual cost to maintain such things.

11.TRAINING

Ezulix shall provide the Business associate and its employees with training consultations with respect to the use of the Software as may reasonably be requested by the Business associate to enable the Business associate's employees who are otherwise unfamiliar with the Software before running the software live at no additional costs to the Business associate ("Training Period"). All training that Ezulix is required to provide hereunder shall be performed at online screen sharing system at such times as are mutually agreed to by the parties here to.

12.SUPPORT SERVICES

Upon expiration of the Training Period and following the Business associate's request, Ezulix shall provide any support services necessary to insure the Business associate's continued use of the Software. After running the project live, Ezulix shall provide free technical support for the period of 365 days. For the above purpose technical support will only mean rectification of errors, bugs, reporting related issues and functional problems. Any requirement for addition of features, tools or functional specification in the software will not be considered as requirement for technical support and shall only be entertained if advance payment for the cost of such addition is made by the Business associate.

13.WARRANTIES

- 13.1. The Software Developer warrants that for a period of 365 days following acceptance, the Software shall operate substantially according to the Specifications. In the event of any breach of the warranty in addition to any other remedy to which Business associate may be entitled, Ezulix shall take all action necessary at its expense to cause the Software to operate according to the warranty.
- 13.2. Ezulix warrants that the Software shall not infringe upon any copyright, patent, trade secret or other intellectual property interest of any third party. Ezulix shall indemnify and hold the Business associate harmless from and against all such infringement claims, losses, suits and damages including, but not limited to, attorney's fees and costs, and shall promptly following any bona fide claim of infringement correct the Software so as not to be infringing, or secure at its own expense the right of the Business associate to use the Software without infringement.

14.NOTICES

- 14.1 Any notice or other communication of like nature that may be given by the Business associate to Ezulix shall always be in writing in English language and shall be served only through : Mail id or by Registered Post with acknowledgment receipt at Plot no. 54, Padmavati B Colony, Kings Road, Nirman Nagar, Jaipur-302019 and by no other mode at the respective addresses set out herein above or at such other address as may be subsequently intimated by. Any such communication shall be deemed to have been served when sent by Registered Post and the same is actually received by the addressee. There shall be deemed acceptance of the communication in case of refusal/evasion of service of the communication.
- 14.2 Ezulix undertakes to communicate with Business associate during the term of this agreement only on the official email id of the Business associate i.e. support@xyz.com)

15.TERMINATION OF THE AGREEMENT

- 15.1. This Agreement shall commence upon today's date and continue until all of the obligations of the parties have been performed or until earlier terminated as provided herein.
- 15.2. Ezulix's appointment as consultant pursuant to this Agreement and this Agreement shall terminate upon the occurrence of any of the following events:
- a. In the event either party defaults in any material obligation owed to the other party pursuant to this Agreement, then this Agreement may be terminated, if the default is not cured or remedied following at least forty five (45) days written notice to the defaulting party.
 - b. Either party is wound up by the Orders of any Court of Law or liquidation proceedings are instituted against a party and the proceedings are not dismissed within forty five (45) days after commencement.
 - c. The Ownership of the Software and Confidentiality, shall survive the expiration or termination of this Agreement. In the event of early termination due to Ezulix's default or the death or disability of the individual(s), Ezulix agrees to deliver the Software then completed. Ezulix, in that instance, shall be paid a pro rata share for the work; if the amount cannot be agreed upon, the Business associate can return the work and the other terms of this contract go into effect, as outlined in this section and others.

16.ARBITRATION

All disputes and question whatsoever which shall either during the subsistence of the Agreement or afterwards arising between the parties hereto or their respective representatives or nominees touching this Agreement or the construction or application thereof or any clause or

things herein contained or liabilities payable hereunder or as to any acts, deed or omission of any party or as to any other matter or the rights, duties or liabilities of any party under this Agreement or any claim arising there from shall be referred to the arbitration of a sole Arbitrator, which shall be appointed at the instance of Ezulix, as contemplated by the Arbitration and Conciliation Act , 1996 or any enactment then in force. The Arbitral proceeding shall be conducted in English Language. The Arbitration shall be held in Jaipur. The Award of such Arbitrator/s shall be final and binding on all parties concerned.

IN WITNESS WHEREOF the parties have under to set and subscribed their respective hands electronically on the first date here in above written.

On behalf of **EZULIX SOFTWARE PVT. LTD**
AFFIX ELECTRONIC SIGNATURE HERE

On Behalf **YOUR COMPANY'S NAME**
AFFIX ELECTRONIC SIGNATURE HERE

THE SCHEDULE-A ABOVE REFERRED TO
(“Particulars of Specification of the Software”)

SCOPE OF WORK

- (a) The Business associate desires to avail services of Ezulix for B2B software's which are Recharge, BBPS, AEPS, DMT, AEPS, Pancard, UPI & m-ATM/m-POS & Travel . Above mentioned specifications are exhaustive in nature and if the Business associate demands any other feature in the software developed then it will incur extra cost and the same shall be decided separately through addendum of this agreement.
- (b) That for the request services and features, Ezulix will conceptualise and load the requested software through following exhaustive features, tools and functional specifications.
- Dynamic Website Management
 - Member Management (MD, DT, RT)
 - Recharge Dispute & Pending Recharge Management
 - Email integration and bulk SMS sending feature
 - Wallet System (Fund addition/deduction, transfer, credit etc.)
 - Multiple Recharge and SMS API system
 - Recharge Management
 - Dispute and Support Management
 - Recharge Receipt Printing
 - Company Profile Management
 - Commission Settings
 - Commission Reports
 - Recharge Profit Report for Admin
 - Android Application

THE SCHEDULE-B ABOVE REFERRED TO
(“Particulars of Terms and Conditions of Aadhaar Enabled Payment System”)

Terms & Conditions for AEPS

- a) For Aadhaar Enabled Payment System (hereinafter referred as AEPS for brevity) the Business associate has to use the digital Point of sale system deployed by the developer at the Business associates place of business for giving smooth payment and withdrawal facility to the Business associate.
- b) AEPS is subject to the approval of banking institutions and the Business associate is duty bound to take such approvals. If Business associate fails to take such approvals and engages itself in unauthorised transactions from the platform developed by Ezulix then Ezulix shall not be held liable in any way to any party for the loss, claims and liabilities occurred out of such transactions. Further, this is an un-conditional agreement and is not subject to acceptance, rejections and denial of on-boarding by the banking institutions.
- c) Business associate shall refrain itself from adopting unethical transaction practices and it shall not do transaction without a valid purchase. Due any unethical or illegal transaction done by Business associate or any of its agent charge-back is levied on Ezulix by the Bank then Ezulix will be at liberty to recover the same from the Business Associate.
- d) Business associate further acknowledges that services under the terms mentioned schedule B are on 'as is' basis and shall not hold Ezulix liable for any deficiency of service availed by it after the execution of this agreement. Further, the Scope of services may be changed by Ezulix or the bank at any point of time during the term of the Business associates' engagement with the Developer.
- e) Business associate shall provide the categories of products/services offered by it to its customers for which AEPS is availed, to Ezulix. The said categories shall be approved by the bank as per the terms and conditions between the bank and Ezulix. If the Business associate uses the AEPS for any category other than as mentioned in the list provided by it then bank and

Ezulix shall be at liberty to terminate the services and Business associate shall indemnify for the losses suffered by the bank and Ezulix.

- f) For on-boarding as a Business associate for using AEPS Business associate has to provide documents (Registration of business entity, Proof of Identity, Proof of Identity, Proof of address, Tax Identification number, Director Identification Number, Bank Account Details, Cancelled Cheque/Bank Letter) for KYC purpose within 5 working days from the date of execution of this agreement.
- g) Business associate shall not indulge in fraudulent, unauthorised and illegal transactions and its shall solely be responsible for all risks and liabilities arising out of the transactions with regard to its business.
- h) Business associate shall report to Ezulix about any faulty or suspected fault in the operation of equipment within one hour from the knowledge or notice of the same.
- i) Non- compliance of the above terms shall be considered as material breach of the agreement for which Ezulix shall be at liberty to terminate your engagement as well as to initiate legal proceedings in the competent court of law or before the arbitrator for damages and loss of goodwill.
