NURAL

NURALTECH PRIVATE LIMITED

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Innov8 CP2, 2nd Floor,
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Connaught Place, New Delhi-01
CIN U72900DL2020PTC372766

Nuraltech Standard Software Agreement

This Nuraltech Standard Software Agreement (hereinafter referred to as **"Agreement"**) is entered into on **acceptance date of the Proposal** between:

Nuraltech Pvt. Ltd. having its registered office at Innov8, CP2, 2nd Floor, Regal Building, Connaught Place , New Delhi 110001, (hereinafter referred to as **"NURALTECH"**) which expression shall unless the context otherwise requires mean and include its successors in interest and permitted assigns; on first part

And

Customer Registered Company Name, having registered office at **Registered Address**_____(hereinafter referred to as (**Licensee**) which expression shall unless the context otherwise requires mean and include its successors in interest and permitted assigns on second part:

This Agreement incorporates the terms, conditions, and deliverables set as per the proposal "**Nural Product Proposal** or also referred to as **" Proposal"** submitted by NURALTECH to **Customer/ Licensee** on **DD/MM/YYYY.** (This Agreement has to be read in conjunction with the proposal attached. IN CASE OF ANY DISCREPANCY OR CONFLICT, WHAT IS SHARED IN **PROPOSAL** HOLDS PRECEDENCE OVER THE CONFLICTING TERMS OF THIS AGREEMENT IN THIS Agreement.

These terms aim to balance the interests of both parties while protecting Nuraltech's business interests and ensuring the smooth operation of the agreement.

Subject to any terms implied by law, this Agreement along with annexures, schedules & references constitutes the entire agreement between CUSTOMER and NURALTECH in relation to the subject matter of this Agreement.

THE FOLLOWING TERMS AND CONDITIONS ARE AGREED UPON BY THE PARTIES AND FORMS PART OF THIS AGREEMENT.

TERMS AND CONDITIONS

1.0 DEFINITIONS

In this Agreement unless inconsistent with the context or otherwise specified the following definitions will apply:

1.1 **Nural Products:** means the Nural SOFTWARE PRODUCTs (Nural Sales, Nural Service, Nural DMS, Nural SFA, Nural ISP, Nural VM, Nural Schemes etc developed and owned by Nuraltech

1.2 **Intellectual Property Rights** or **IPR**: means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill accrued to such trademarks), service marks, names, business names, internet domain names, e-mail addresses, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or

not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

1.3 **Software**: means the **Nural Software Products** & any other additional modules or customization as agreed between **Nuraltech** and **Licensee** as per the Scope of Work Document provided in Annexure A or the **Proposal**.

1.4 **Scope of Work:** means the agreed Modules and Sub Modules of the Software & any customization and changes that have been agreed as Project deliverables including hosting service and service deliverables as agreed under Annexure C and Annexure D or as elaborated in the Proposal Document.

1.5 **Hosting Service:** means Web Server, Database Server and other such Hardware & Software environments created by **Nuraltech** at their in-house/Outsourced Data Center for hosting the software for the benefit of the Licensee.

1.6 **User**: means an employee, contractor, service channel partner of the Licensee or any other person whom the Licensee authorizes to access and use the software from their computers.

1.7 **Documentation:** User Manual & any Other Documents as may be provided by the Nuraltech to the Licensee.

1.8 **Data:** Data shall mean all the CUSTOMER's inputs into the software and all resultant outputs.

2.0   HOSTING SERVICES, LICENSE GRANT

2.1 During the term of this Agreement and as long as Licensee pays the amounts as specified herein, **Nuraltech** shall make the Software and the database available at the data centre which shall be securely accessed by Licensee via the Internet in accordance with the permitted number of Users ("Hosting Services")

2.2 Subject to the terms of this Agreement, **Nuraltech** hereby grants to Licensee and Licensee accepts, a limited, personal, non-exclusive, non-transferable, license to use the Software for its internal data processing purposes to manage its own business operations, which may require availing the Hosting Services, accessing the database at the data centre through the permitted link, configuring the Software, entering and managing data, generating reports. This license does not grant any right to use or access the source code of the Software.

2.3 Nuraltech shall ensure that the computer equipment within the data centre (Server Hardware, Server Software, etc) on which the Software will be provided shall be secured, operated and maintained consistent with the general industry practice applicable to the operation and security of such hosting services.

2.4 Nuraltech shall not change the data centres or move to a different hosting solution provider, without 15 days prior intimation to the Licensee.

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2.5 **Nuraltech** shall use reasonable efforts on best efforts basis to make the Software available at the data centre for twenty-four (24) hours a day, seven (7) days a week (24x7), but excluding unavailability due to any scheduled/unscheduled maintenance under prior intimation to the licensee, interruption due to failure of third party networks, Licensee's acts or omissions/ breach of this Agreement or force majeure. In all cases of unavailability of the Software at the data centre, **Nuraltech** shall work diligently to restore availability on best effort basis, of the software and keep Licensee informed about the severity of the outage and the estimated time to restore. The Service Level of the Hosting service is as provided in **Annexure C** or the **Proposal**.

3.0 Intellectual Property Rights (IPR)

3.1 Based on the representations of the Nuraltech, the Licensee agrees and acknowledges that all Intellectual Property Rights in the Software and documentation is owned by **Nuraltech** and nothing in this Agreement shall be construed to transfer or convey to the Licensee any proprietary or Intellectual Property Rights in the Software or any component or customization or documents thereof. All rights in the Software and documentation, other than those granted herein, are reserved. Any modifications made to the Software and its documentation shall deem to be part of the Software.

3.2 Further, any feedback, suggestions, or improvements provided by the Licensee can be used by Nuraltech for any purpose without additional compensation or acknowledgment.

4.0   LIMITATIONS AND RESTRICTIONS

4.1 **Nuraltech** may decide to update the Software in the future, to improve performance, or to make it secure and hence may update the data centre accordingly. In case of such updation, **Nuraltech** shall keep the Licensee informed of the required changes for the infrastructure of the Licensee well in advance, if any, in order to enable the Licensee to effect such changes.

4.2 The Licensee had given the customization requirements to the Nuraltech which were included in the scope of work in **Annexure-A** or the **Proposal** and the cost of which was already included in **Annexure –B** or the **Proposal**. Any further customization requests from the Licensee shall be in writing which will be analyzed by **Nuraltech** for technical and commercial feasibility before providing a proposal for implementing such request. All further customization efforts will be charged separately.

4.3 Nuraltech shall provide MS excel templates in which master details need to be filled in by Licensee for initial configuration. The Licensee shall provide all such information in the prescribed manner laid out by Nuraltech.

4.4 Licensee shall not and shall not permit anyone to (i) copy, modify, adapt, enhance, customize or edit the Software (ii) reverse engineer, disassemble, decompile or otherwise attempt to derive the source code from the Software (iii) use or do or attempt to do anything in relation to the Software not expressly allowed by this Agreement (iv) provide processing services, commercial timesharing, rental, sharing arrangements or permit access of the Software to any third parties not deemed as

users as explained in the definitions (v) sell, lease, license, sublicense, assign or otherwise transfer the Software; (vi) cause or allow any violation of **Nuraltech's** patents, copyrights, trademarks, trade secrets or other proprietary rights related to the Software and/or (vii) have the software accessed or used by any means other than as specified in this Agreement.

4.5   Both Parties agree to keep each other's Information & Data Confidential; the terms of Confidentiality are mentioned in detail in the Confidentiality Clause given hereafter in this Agreement.

5.0   FEES AND PAYMENT TERMS

5.1   The Fee & Payment Terms are mentioned in **Annexure B** or the **Proposal.**

5.2   All sums due under this Agreement will be paid by Licensee on or within 30 days of the date of receiving invoice. The Invoice date will be used for reference to calculate the credit period. In the event of delayed payment interest @ of 18 percent per annum on the outstanding payment will be paid by Licensee for each day of delay in payment beyond the payment due date calculated from the Invoice Date.

5.3   All quoted amounts payable shall be exclusive of all taxes, duties, levies, cess, withholding taxes or other statutory charges, costs and fees ("Taxes") which may apply to the transaction and/or the delivery of the services under this Agreement. These Taxes shall be borne by the Licensee. In the event of any withheld taxes/Tax deducted at source under the Income Tax Act 1961, Licensee shall deduct and pay such amounts to the statutory authority within the prescribed time and shall provide **Nuraltech** with a certificate to such effect.

5.4   Payment Terms and Penalties:
   - Nuraltech has a right to suspend services in case of non-payment after 60 days in addition to the interest penalty.
    - Additionally Nuraltech will have a right to reimbursement of collection costs and legal fees incurred due to non-payment.

5.5   Nuraltech Private Ltd. is registered under MSME under registration UDYAM-DL-01-0004636

6.0   **Audit Rights**
   Nuraltech will have the right to audit the Licensee's use of the software to ensure compliance with the license terms, with a provision for penalties in case of non-compliance

7.0   WARRANTY AND LIMITATION OF LIABILITY

7.1   **Nuraltech** represents and warrants that it is the owner of the Software as provided herein. **Nuraltech** further warrants that it has not infringe any intellectual property rights held by any other party while developing the Software. Nuraltech warrants that is has a right and power to grant the rights granted to licensee hereunder. Except for the warranties stated above or provided hereunder, **Nuraltech** expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, accuracy & completeness of the software, uninterrupted service. The Service Level for Warranty & Bug Fixing is mentioned in **Annexure D** or the **Proposal**

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7.2 **Nuraltech** shall not be liable in any event for any special, consequential, incidental, or indirect damages arising out of or in connection with this Agreement. **Nuraltech**' total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement shall not exceed the amounts paid under this Agreement in the last 6 months by the Licensee except any third party claims that may arise as a result of act or omission of Nuraltech. In no event shall Nuraltech be liable for any special, consequential, incidental, or indirect damages arising out of or in connection with this Agreement

8.0 NOTICES

All Notices should be sent in written by email or Physical post:

8.1 **If sent to Nuraltech:** Notices should be addressed to The Legal Department, Nuraltech Pvt. Ltd, **If sent by Post:** Nuraltech Private Ltd. Innov8, CP2, 2nd Floor, Regal Building, Connaught Place, New Delhi 110001, India, **if sent by e-mail**, to: hello@nuraltech.com, cc: bhanu@nuraltech.com

1.1 **If sent to Licensee:** Notices should be addressed to the Legal Department, CUSTOMER's Name, if sent by **Customer's Registered Address** ,**If sent by** e-mail, to _____@_____ (Customer to provide this information.

2.0 TERM AND TERMINATION

This Agreement and the license granted herein shall be effective from the Effective Date and shall remain in force for a five year period, unless terminated or renewed as provisioned hereunder:

2.1 Either party may terminate this Agreement beyond the First Year of Operation upon 90 days written notice to other party (without forfeiting any other remedies which it may have) if (i) either party breaches any of the material provisions including representations made under this Agreement, and/or (ii) either party has been adjudicated bankrupt, insolvent or liquidated by a court of competent jurisdiction. (iii) Nuraltech is unable to provide service as per the Agreement.

2.2 Licensee shall have a right to terminate this agreement beyond the First Year of Operation by giving 90 days written notice to Nuraltech without giving any reason, subject to the payment of all outstanding dues to Nuraltech under this agreement.

2.3 If the Licensee terminates the agreement without any cause within the first 12 months, the Licensee will be liable to charges estimated for the first year of operation.

2.4 If the Licensee decides to shelve the project while its in the development stage or even before the launch of the software product, the Licensee will be obliged to pay the entire Project Value (contracting amount)in full for the project irrespective at what stage the project is shelved..

2.5 In case if either Party breaches one or more terms of this agreement, the other party may issue a Notice to the breaching party to cure the said breach within a 30 days cure period. If the breaching party is still unable to fix the breach within this 30 days of cure period, the other party may agree to extend this cure period further or serve a Termination Notice to the breaching party.

Neither party shall terminate the agreement prior to software implementation & Handover, except for in case of failure of a party to remedy a delay situation even after the lapse of the 30 day cure period.

(Both the parties may agree to extend this cure period on a mutual agreement, to a maximum permissible period of 8 weeks, post which the agreement shall stand cancelled automatically.)

The Agreement will be considered automatically renewed unless specified.

Unless either party provides a notice of non-renewal within a specified period (e.g., 60 days before the end of the term.

3.0 Effect of Termination:

3.1   Upon termination of this Agreement, Licensee shall (i) immediately cease all use of the Software and documentation, (ii) remove all related documentation within thirty (30) days after any termination hereof, and provide a written statement certifying that all documentation in its possession or under its control has been destroyed and (iii) pay Nuraltech all the amounts outstanding, if any, under the Agreement.

3.2   Upon termination of this Agreement Nuraltech shall at the Licensee's option, will either: (i) promptly return the Confidential Information immediately to the Licensee or (ii) destroy the Confidential Information (with Nuraltech providing written confirmation of such destruction).

3.3   **Ownership and Return of Data** Nuraltech shall provide the complete backup of the data of the Licensee in a format acceptable to Licensee immediately upon termination of the agreement or when required by Licensee on a chargeable basis. Any reasonable cost (Hardware, time cost based on the Person Day Rate applicable) associated with preparation of this data to be returned in a usable format will be charged to the Licensee.

4.0 Confidentiality

4.1   Each party shall keep confidential all Confidential Information received from other party under this Agreement and shall not disclose such Confidential Information to any third parties without the prior written permission of the disclosing party or use them other than for the purposes specifically permitted under this Agreement.

4.2   This obligation for confidentiality shall not apply to information (i) which is in the public domain at the time of disclosure to the parties; or which later becomes part of the public domain through no breach of this Agreement; or (ii) the receiving party can demonstrate to the satisfaction of the disclosing party was in its possession, without any restrictions, prior to disclosure by the other party or (iii) is acquired by the receiving party from a third party without any restrictions, which has a legal right to disclose such Confidential Information; or (iv) the receiving party is obliged to disclose under law or by the order of a competent Court, Government or any other statutory authority. "Confidential Information" shall mean Software (including any modifications and

Nuraltech Private Ltd.

documentations thereto) and all information received and obtained as a result of entering into or performing this Agreement.

4.3 Nuraltech shall not

    a. disclose the internal process of the Licensee to any of its existing customers or prospective customers.
    b. Hand over or use or allow anyone to use the Licensee's data to any third party.

4.4 Nuraltech shall consider all data entered by Licensee as "confidential information" and shall take all reasonable steps to ensure confidentiality and secrecy of the same.

4.5 Both parties shall take such reasonable and prudent steps and precautionary measures as may be required to ensure compliance of this clause by such of their employees, officers, agents, representatives, affiliates and other persons as are given access to such confidential information.

5.0 Indemnify

Subject to the Licensee not in breach of this agreement, Nuraltech shall indemnify the Licensee in respect of any action against Licensee claiming that the software infringes any trade secret, copyright or any other intellectual property rights provided that i) Nuraltech is solely responsible for the infringement ii) Licensee notifies Nuraltech within 7 days of receipt of such third party claim and iii) Licensee does not settle any claim without prior intimation to Nuraltech. Subject to this, Nuraltech shall pay all legal and court costs and expenses and breach of representations and warranties, breach of confidentiality obligations, breach of law.

Similarly, the Licensee will indemnify Nuraltech for any claims arising from the Licensee's use of the software, including misuse or data breaches

6.0 Non-Hire & Non-Compete

6.1 **Licensee** and **Nuraltech** hereby agree not to solicit, or hire either party's employees (Either directly on their own rolls or indirectly through a third party consultancy role) during the tenure of this agreement and for a period of 36 months from the date of termination of this agreement, however with exceptions where a mutual consent in written from both the parties will be required.

6.2 Any activity or attempt done to use our products to develop and compete with **Nuraltech** will be considered as a severe breach of trust and Nuraltech can proceed legally against the Licensee

6.3 In the event of a breach of confidentiality by either party, the non-breaching party shall have the right to seek immediate injunctive relief and may terminate this Agreement without further obligation. The breaching party shall be liable for any resulting damages

Nuraltech Private Ltd.

7.0 General

7.1   This Agreement constitutes the entire agreement between the parties, and supersedes any prior understandings relating to the subject matter hereof, and may be amended or supplemented only in a written form signed by both the parties. If any term, condition, section or provision of this Agreement becomes invalid or is so judged, the remaining terms, conditions, sections and provisions shall be deemed severable and shall remain in force. The failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall not constitute a waiver by that party of that or any other right, power or remedy. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or agency between the parties hereto and both of them shall have no authority to bind the other in any way.

7.2   No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed in writing and signed by both the parties.

7.3   The following provisions contained hereunder shall survive the termination of this Agreement:

Representations and Warranties
Indemnity
Consequences of Termination
Confidentiality

7.4   No actual waiver of a breach by either party of any covenant or condition of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other covenant or condition

8.0 Force Majeure

8.1   Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. Each Party agrees to promptly notify the other in writing of any delay or non-performance due to an event of or an imminent occurrence of Force Majeure.

8.2   Events of Force Majeure are events beyond the control of a Party which occur after the time of signing of this Agreement and which were not reasonably foreseeable at the time of signing of this Agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include (without being limited to) war, acts of government, natural disasters, fire, explosions, acts of God, terrorism and riots.

8.3   If an event of Force Majeure results in delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate the SOW and/or this Agreement with immediate effect without liability towards the other Party.

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8.4   However, payment obligations are not excused under Force Majure events

9.0 GOVERNING LAW

9.1 This agreement shall be governed by and construed under the laws of the Republic of India.

9.2   The parties agree that any and all disputes arising from, connected with, or relating to this Agreement, including relating to the construction, meaning, performance or effect of this Agreement or any breach thereof (collectively "**Disputes**") will be resolved by the courts of exclusive jurisdiction at New Delhi, India.

The contract is effective **from the acceptance Date of the Proposal.** All appendices as well as written agreements made after the signing date of the contract are integrated parts of the Contract

[END OF TERMS AND CONDITIONS]

For CUSTOMER		**For Nuraltech Pvt. Ltd.**
Sign and Stamp		*Sign and Stamp*
Name:		**Name:**
Title:		**Title:** Director
Date:		**Date:**

Annexure A
SCOPE OF WORK

The Nural Product functionalities are detailed in our **Proposal** with attachment file sent by email on
_____ by _____

File Name: _____

Alternatively refer to the Final **Proposal** sent

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Annexure B

COMMERCIAL AGREEMENT
Investment

The Nural Product Commercials are as detailed in our Proposal with attachment file sent by email on _____ by _____

File Name:

Or Refer to the Final **Proposal** sent via Email

The Agreement will be considered automatically renewed unless specified.

Unless either party provides a notice of non-renewal within a specified period (e.g., 60 days before the end of the term.

All sums due under this Agreement will be paid by Licensee on or within 30 days of the date of receiving the invoice. If payment is not received within 60 days, Nuraltech reserves the right to suspend services until payment is received.

Additionally, Nuraltech will have a right to claim reimbursement of collection costs and legal fees incurred due to non-payment

Annexure C
HOSTING SERVICE LEVELS

Web hosting SLA

a. The target availability objective for the Web Hosting at the data centre is ninety-nine & decimal ninety nine percent (99.9%) per month (excluding unavailability due to scheduled maintenance). The availability figure applies to the Data Centre Equipment and Server Network.

b. Service Outage shall not include any service outage or interruption resulting from maintenance action requested by or attributed to the Licensee, nor from scheduled or routine maintenance

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operations. NURALTECH will notify the Licensee three (3) days in advance of a scheduled maintenance at a time agreeable to the Licensee. A single maintenance period will not exceed three (3) hours.

c. Service outage shall also not include any service outage or interruption resulting from emergency or general maintenance that lasts for Thirty (30) minutes or less, NURALTECH will not directly notify the Licensee in advance for such short-duration maintenance. NURALTECH will use its best efforts to limit such occurrences. In addition, NURALTECH will undertake short duration, general maintenance during defined maintenance windows.

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Annexure D

Bug Fixing Support & Service Levels

Bug Fixing – Scope Inclusions

The Scope of Bug Fixing support shall be limited to providing resolution for any reproducible Bugs or errors pertaining to features & functionalities which have been agreed under the Scope of Development between CUSTOMER & Nuraltech and documented in this proposal.

Error Classification

The appropriate remedy for Bugs / Errors shall be in accordance with the classification Described in each of the following Error Categories:

Crash – Level

The Error is classified as Crash-level if any of the following occur:
- The application cannot run
- Time critical user job is stopped
- There are data corruption problems
- Critical application malfunction or deficiency endangering business and there is no workaround available.

Nuraltech l give the highest scheduling priority and devote its best efforts & best available resources to the verification, analysis, response, temporary avoidance, full solution / correction of Errors in this category.

High – Level

The Error is classified as High-level if any of the following occur:

- No progress can be made towards hand-over
- Important operational job is stopped
- Time critical user job is at hazard
- Important application component is unusable
- System or application malfunction due to deficiency
- Non-usability has frequent or major End-user impact
- There is a frequent failure of important service

Nuraltech will give the second highest scheduling priority and devote its reasonable efforts and available qualified resources to the verification, analysis, response, temporary avoidance, and full solution / correction of High-level Errors, giving first priority to the identification of possible methods of recovery from the application failure in the existing application.

Medium – Level

The Error is classified as Medium-level if any of the following occur:
- The application is hampering progress
- A non-urgent job cannot be run or intermittent fault is causing inconvenience
- System or application malfunction due to deficiency or non-usability has infrequent or minor user impact.

Nuraltech will give the third highest scheduling priority and resource allocation to the verification, analysis, response, temporary avoidance and full solution / correction of Medium-level Errors

Low – Level

The Error is classified as Low-level if any of the following occur:
- The error has no current impact on the user
- There is a locally identified cure or workaround available

Such Low-level Errors are passed on for information only to ensure registration of the problem and clearance as appropriate.

Timescale for Error Correction / Service Levels

Nuraltech will manage the resolution process for Errors falling into the above Error categories in accordance within the following timescales:

Error Level	Acknowledgement Time (Within Standard Working Hours)	Repair Time (Business days: - Monday-Friday)
Crash	Within 2 hours	4 hours
High	Within 2 hours	1 day
Medium	Within 2 hours	2 days
Low	Within 2 hours	5 days

The scope and limitations of support services, including response times, escalation procedures, and conditions as listed above can be further improvised and offered as a Premium support services at additional costs.

[END OF DOCUMENT]

Nuraltech Private Ltd.