

Delta – Terms of Service

This Software Deployment and License Agreement (the “Agreement”)

BETWEEN: **[PEOPLETECK DELTA IMPACTCHAIN PRIVATE LIMITED]** (the "Company"), a company organized and existing under the laws of the Companies Act 2013, with CIN U72900MH2019PTC332034 with its head office located at:

Plot No.62, Group III, Sector 15, Koparkhairane Navi Mumbai Thane MH 400709
INDIA

AND:

The **[CUSTOMER]**

WHEREAS:

The Company is engaged in information technology consulting, software development, marketing, licensing, hosting and support of certain software;

Customer has requested Company to customize and license to Customer certain software which shall have the capabilities and functions described in Schedule A annexed hereto;

Company is prepared to undertake such development under the terms and conditions specified in this Agreement and for the charges specified in Schedule “B”;

IN CONSIDERATION of the premises and mutual covenants herein set forth and provided for, the parties covenant and agree as follows:

1. DEFINITIONS

The following words and terms shall have the following meanings when used herein and such definitions shall apply to both the singular and plural forms of any such words and terms:

“Acceptance Date” means the date on which the Software has passed all acceptance tests in accordance with the provisions prescribed by the Customer.

“Agreement” means this agreement including all schedules.

“Business Day” means each of Monday, Tuesday, Wednesday, Thursday and Friday except where any such day occurs on any federal or provincial statutory holiday observed in the State of Maharashtra, India.

“Charges” means the Fee to be paid by Customer to Company as set out in Schedule “B” together with reimbursement to Company of all out-of-pocket expenses (including, but not limited to, travel, accommodation, long distance, courier and facsimile charges) plus any and all applicable federal, provincial and municipal taxes presently or hereafter imposed upon any and all such amounts.

“Commencement Date” means the date of execution of this Agreement by the Parties.

“Detailed Specifications” has the meaning given in Schedule A includes any amended Detailed Specifications referred to in that clause.

“Functional Specifications” means those capabilities and functions to be met by the Software and which are described in Schedule A.

“Hardware” means the central processing unit and accompanying operating system set out in Schedule A and which is to be utilized by Customer for operation of the Software.

“Implementation Schedule” means the schedule of events leading to the implementation of the Software upon the Hardware, attached as Schedule A

“Licensed Materials” means the Detailed Specifications, the Software and the System Documentation.

“Licensed Software” means those software programs conforming to the Functional Specifications to be developed by Company and licensed to Customer pursuant to the terms and conditions of this Agreement.

“Party” or “Parties” means either Company or Customer if used in the singular and both Company and Customer if used in the plural.

“System Documentation” means all documents, flowcharts, printout specifications, file specifications, test data, screen layouts, data dictionaries, report layouts and all manuals which collectively contain a complete description and definition of all operating conditions of the Licensed Software, and all operating and technical reference manuals describing the operation and management of the Licensed Software.

2. DEVELOPMENT OF DETAILED SPECIFICATIONS

- A. On the Commencement Date, Company will commence preparation of detailed Licensed Software design specifications and acceptance test criteria (the “Detailed Specifications”). The Detailed Specifications shall be prepared in accordance with and shall be consistent with the Functional Specifications.
- B. The Detailed Specifications shall be delivered to the Customer for approval, within mutually agreed number of Business Days of the Commencement Date. Upon delivery of the Detailed Specifications to the Customer, the Customer shall have [15] Business Days to approve the Detailed Specifications, to reject that portion of the Detailed Specifications dealing with acceptance test criteria, to reject the Detailed Specifications as a whole (specifying in reasonable detail the manner in which the Detailed Specifications are not in accordance with the Functional Specifications or the requirements of this Agreement), or to request specific clarifications, additions or modifications to the Detailed Specifications. Such approval, disapproval or request shall be given in writing within the time period aforesaid, and if not so given, the Customer shall be deemed to have accepted the Detailed Specifications.

- C. If the Detailed Specifications are rejected in whole or in part by the Customer, or if the Customer requests specific clarification, additions or modifications to the Detailed Specifications, then Company shall have a further period of [15] Business Days, or such longer period of time as the Parties may in writing agree upon, in which to deliver to the Customer amended Detailed Specifications, for approval. Upon delivery of such amended Detailed Specifications to the Customer, the Customer shall have [7] Business Days to approve the Detailed Specifications, to reject that portion of the Detailed Specifications dealing with acceptance test criteria or to reject the Detailed Specifications as a whole, specifying in reasonable detail the manner in which the Detailed Specifications are not in accordance with the Functional Specifications or the requirements of this Agreement. Such approval or disapproval shall be given in writing within the time period aforesaid, and if not so given, the Customer shall be deemed to have accepted the Detailed Specifications.
- D. If the Customer accepts or is deemed to have accepted the Detailed Specifications, or if the Customer has rejected only that portion of the amended Detailed Specifications which deals with acceptance test criteria, then the Detailed Specifications (other than such rejected part) shall be deemed to be incorporated into and shall form a part of the Functional Specifications. If there is a conflict between the Detailed Specifications as incorporated and the Functional Specifications prior to such incorporation, then the Detailed Specifications shall govern.
- E. If the Customer rejects that portion of the amended Detailed Specifications dealing with acceptance test criteria, then the Customer shall be solely responsible at its own expense for developing Licensed Software acceptance test criteria for use as provided in clause 4.

3. CUSTOMIZATION OF LICENSED SOFTWARE

- A. Following acceptance by the Customer of the Detailed Specifications, Company shall proceed with the customization of the Licensed Software and the development of the System Documentation, all in accordance with the Implementation Schedule. In connection therewith, Company shall provide the services of such personnel as may be necessary in order to efficiently complete the foregoing.
- B. The Licensed Software will be customized primarily using such techniques, standards and conventions as have been developed by Company. If there is a conflict between such techniques, standards and conventions and the Functional Specifications, the Functional Specifications will prevail.
- C. Upon the request of the Customer, the Company has agreed to provide the Customer with "Licensed Application Software" as per the License Agreement of Schedule C

4. DEVELOPMENT OF TEST DATA AND ACCEPTANCE TESTING

- A. Following the Commencement Date, Customer, in consultation with Company, shall prepare and provide a complete and comprehensive set of test data (the "Test Data") for the purpose of testing the Licensed Software. It is the responsibility of the Customer to ensure that the Test Data is sufficient for the Customer to determine that the Licensed Software performs correctly, when executed on the Hardware. All costs and expenses incurred in connection with the preparation and inputting of the Test Data, other than wages, salaries or similar remuneration paid to the employees or agents of Company, shall be borne and paid for by the Customer.
- B. Following delivery of the Licensed Software, the Licensed Software shall be subjected to a series of acceptance tests, using the Test Data and the acceptance test criteria accepted by the Customers as part of the Detailed Specifications, or prepared by the Customer under clause 4(1), as the case may be. The Licensed Software shall be deemed to have passed such series of tests if and when, for such period of operational use time as set out in the Implementation Schedule, the Licensed Software has demonstrated proper and substantially error-free execution on the Hardware of the functions

outlined in the Functional Specifications.

- C. The acceptance tests referred to in clause 4(2) shall be deemed to have been successfully completed if the Customer does not notify Company in writing of any failure within five Business Days of the date on which the failure occurred. If the Customer does so notify Company, Company shall forthwith correct the Licensed Software and the related System Documentation, at no charge to the Customer, and such acceptance test shall be commenced again and continued, subject to clause 6(2), until the test is successfully passed. Upon successful completion of all acceptance tests, the Customer shall so notify Company in writing.
- D. The Acceptance Date under clause 4(2) shall be deemed to have occurred on the date upon which the specified functions have been completed, and in the case of clause 4(3), upon the earlier of expiration of the [15] Business Days and that date upon which Customer provides written notice to Company.
- E. Customer shall at its sole expense be responsible for providing all Hardware and peripheral devices required to complete the acceptance testing procedures.

5. IMPLEMENTATION SCHEDULE

- A. The development of the Detailed Specifications and the System Documentation, and acceptance testing of the Licensed Software shall be done in accordance with the timing set forth in the Implementation Schedule A
- B. Company and the Customer shall report to each other at meetings held at regular intervals as to the progress being made by each of them in relation to the various events set forth in the Implementation Schedule, and the delays encountered, and the action being taken to recover from such delays. In connection therewith the Customer and Company shall each designate one trained and competent person to act as its liaison contact, with one alternate if desired. No liaison person shall be changed without the prior written consent of the other Party.

6. TERMINATION

- A. If the Licensed Software has not passed all acceptance tests under clause 4 within [45] Business Days after acceptance of the Detailed Specifications, as a result of causes solely attributable to Company or to the functionality of the Licensed Software, then the Customer may by written notice to Company either:
 - a) accept the Licensed Software at its then level of performance, or
 - b) permit acceptance testing of the Licensed Software to be continued for such period as the Customer may designate in the notice. During such period of time, Company shall, at no cost to the Customer, correct the Licensed Software, following which the Licensed Software shall again be subjected to the applicable acceptance tests or any portion thereof not previously completed.
 - c) If acceptance testing cannot be completed successfully within the period set forth in the Customer's written notice, then the Customer may again choose to avail itself of (a) and (b) of this clause, and so on from time to time.

7. SOFTWARE LICENSE

- A. Company hereby grants a non-exclusive and non-transferable license to Customer for the Licensed Materials.
- B. This license authorizes Customer in the normal course of Customer's business operations and for its own internal utilization:

- a) to use the Licensed Software to process its own data on the Hardware or any replacement thereof;
 - b) should the Hardware become inoperable, to use the Licensed Software to process its own data on backup equipment as may become necessary;
 - c) to copy the Licensed Software and System Documentation in support of the use of the Licensed Software as authorized under this Agreement;
 - d) to modify or alter the Licensed Software and to merge it into other systems or software as necessary to maximize the use of the Licensed Software and to adjust for changing business conditions, and
 - e) to use, copy, modify and enhance the Licensed Software using the System Documentation.
- C. Customer agrees that it may not use the Licensed Software to perform service bureau or timeshare functions, and that Customer may not sublicense the Licensed Software.

8. PROPRIETARY AND TRADE SECRET INFORMATION

- A. Customer acknowledges and agrees to protect the confidential nature of the Licensed Materials and any other material provided to Customer or obtained by Customer as a result of this Agreement.
- B. Customer acknowledges that the Licensed Materials are the exclusive property of the Company and that they contain proprietary and confidential information and trade secrets of Company. Customer agrees that its rights to use the Licensed Materials are only as set out in this Agreement. Customer shall not copy, assign, lend, sell, lease or otherwise dispose of or transfer to any third party (including CUSTOMER group affiliated companies or as is mutually decided between both parties) the Licensed Materials without the prior written approval of Company.
- C. Customer agrees to keep the Licensed Materials in a secure manner and location.
- D. In the event that Customer breaches any of the foregoing provisions, Customer agrees to indemnify and hold Company harmless from all costs, losses or damages suffered or incurred by Company as a result of such breach.
- E. Customer further acknowledges that in the event of a breach of any of the provisions of this section, damages will not be an adequate remedy, and that the Company shall be entitled to equitable relief including an injunction.
- F. The obligations of Customer under this section shall survive termination or expiration of this Agreement.

9. TRAINING

Company shall provide to the Customer, at no additional cost, [10] hours of classroom and on-site instruction in respect of the use and support of the Licensed Software. The Customer may designate any number of its personnel to attend such training. Those sessions at which training is to be provided shall be scheduled at times mutually agreed upon by Company and the Customer and shall be conducted at the Customer's offices or virtual as mutually agreed. The Customer shall ensure that all persons designated by it for training are available at the times scheduled for training sessions. Company shall ensure that any parts of the System Documentation required for proper training of the Customer's personnel is delivered to the Customer at least [5] Business Days prior to commencement of training.

10. SOFTWARE SUPPORT

- A. Company agrees to provide to the Customer ongoing support of the Licensed Software and the System Documentation, for a period of [1] year from the Acceptance Date.
- B. Support for the Licensed Software includes:
 - a) ongoing correction of programming errors, so that the Licensed Software will at all times conform to the System Documentation, and if required, correction of the System Documentation. To the extent possible, correction of programming errors will be done via on-line communication between terminals at Company's offices and a terminal at the Customer's offices;
 - b) problem identification and resolution services available from qualified personnel of Company via telephone communication between the hours of [10 am IST] and [5 pm IST] Monday to Friday, excluding statutory holidays;
 - c) the development of all revisions, enhancements and upgrades to the Licensed Software as may from time to time be required to be made to the Software by the Customer in accordance with specifications and cost estimates agreed between the **[PEOPLETECK DELTA IMPACTCHAIN PRIVATE LIMITED]**, and **[CUSTOMER]**
 - d) such other Software maintenance and support services as the Customer may reasonably require.
- C. To implement the requirements of (a), the **[PEOPLETECK DELTA IMPACTCHAIN PRIVATE LIMITED]** each agree to provide at their offices compatible modems, to permit communication over telephone lines between their respective terminals. Each Party will bear the cost of its modem equipment. The **[PEOPLETECK DELTA IMPACTCHAIN PRIVATE LIMITED]** agree that all line and connect charges (including long distance charges related thereto) will be borne equally by the **[PEOPLETECK DELTA IMPACTCHAIN PRIVATE LIMITED]**.
- D. In consideration of the provision of support services by Company as aforesaid, the Customer agrees to pay to Company an annual support service fee, payable to **[PEOPLETECK DELTA IMPACTCHAIN PRIVATE LIMITED]** in each calendar year. These charges would be applicable as per Schedule B
- E. The Customer may at its option terminate support services at any time upon giving [45] Business Days' notice to that effect to Company. If support services are terminated by the Customer as aforesaid, then Company shall refund to the Customer a pro rata portion of the support service fee for the year in which termination occurs, to reflect the number of days remaining in such calendar year after the effective date of termination.

11. WARRANTIES, EXCLUSIONS AND LIMITATIONS

- A. Warranties of Company - Company warrants to Customer as follows:
 - a) Compliance with Functional Specifications - The Licensed Software will operate and perform in accordance with the Functional Specifications.
 - b) Limited Product Warranty - For a period of three years from the Acceptance Date, the Licensed Software will be substantially free of programming errors, logic errors and other defects in workmanship, provided that no modifications are made to the Licensed Software by persons other than Company, its employees or persons approved by Company. If any such defect occurs within the warranty period, Company will promptly correct such defect without cost or expense to the Customer.
- B. Disclaimer of Warranties – THE EXPRESS WARRANTIES GRANTED UNDER THIS AGREEMENT ARE

IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CUSTOMER.

- C. Limitation of Liability - COMPANY AND THE CUSTOMER AGREE THAT FOR ANY BREACH OR DEFAULT BY COMPANY IN CONNECTION WITH THIS AGREEMENT, EVEN FOR A BREACH OF CONDITION OR FUNDAMENTAL TERM OR FOR A FUNDAMENTAL BREACH OF BREACHES, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE PAYMENT BY COMPANY OF THE CUSTOMER'S DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE AMOUNT PAID BY THE CUSTOMER UNDER THIS AGREEMENT.

IN NO EVENT SHALL COMPANY'S LIABILITY FOR DAMAGES EXCEED THE AMOUNT PAID BY THE CUSTOMER UNDER THIS AGREEMENT, AND NOTWITHSTANDING CLAUSE 12(b), IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOSS OF COMPUTER TIME, FAILURE TO REALIZE EXPECTED SAVINGS AND ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THESE DAMAGES. CERTAIN JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL DAMAGES. THE ABOVE LIMITATION MAY NOT APPLY TO THE CUSTOMER.

CLAUSES 11(1) AND (3) SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR ACTION BY THE CUSTOMER, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT AND TORT.

12. CONFIDENTIALITY

A. Definition:

- a) "Confidential Material of Customer" means:
- i) any information of a proprietary or confidential nature, including but not limited to financial and business information relating to Customer which is communicated to Company at any time;
 - ii) any business systems, methodologies or computer programs of Customer of which Company may acquire knowledge in connection with or while performing its obligations under this Agreement, and
 - iii) any other information or data received by Company from Customer that is identified as proprietary or confidential.
- b) "Confidential Material of Company" means the Detailed Specifications, the Licensed Software, and the System Documentation.

B. Confidentiality Obligations

Customer acknowledges that the Confidential Material of Company is confidential and constitutes a valuable asset of Company. Company acknowledges that the Confidential Material of Customer is confidential and constitutes a valuable asset of Customer. Unless otherwise provided under this Agreement, Customer and Company shall:

- a) treat the Confidential Material of the other as confidential;

- b) exercise at least the same degree of care and discretion with respect to the Confidential Material of the other as it exercises in protecting its own Confidential Material;
- c) take all necessary steps including but not limited to instruction of employees and agents of Company, Customer to ensure that the confidentiality of the Confidential Material of the other is maintained;
- d) not disclose, publish, display or otherwise make available to other persons any of the Confidential Material of the other, or copies thereof;
- e) except to the extent authorized in respect of the Licensed Software, not duplicate, copy or reproduce any of the Confidential Material of the other without the prior written consent of the other; and

C. This clause does not apply to:

- a) information that is in the public domain or enters the public domain through no breach of confidence by Customer or by Company;
- b) information that is available to one Party from some source other than the other Party without a breach of confidence with the other Party;
- c) general computer technology, ideas, concepts or tools; if or becomes a part of the public domain through no act or omission of the other Party, or
- d) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; or
- e) is lawfully disclosed to the other party by a third party without restriction on disclosure;
- f) information which has been provided in the first instance to someone other than Customer or Company or their respective employees; information disclosed [5] years after the date of this Agreement, and
- g) any disclosure as may be required to be made by a court of competent jurisdiction.

13. COPYRIGHTS, TRADE-MARK NOTICES, LEGENDS AND LOGOS

- A. Company will defend the Customer against a claim that a Licensed Software used as authorized under this Agreement infringes any [India] patent, copyright or other proprietary right. Company will indemnify the Customer against all costs, damages and legal fees finally awarded, subject to the limitation of liability set forth in clause 11 on the condition that:
 - a) the Customer promptly notified Company in writing of the claim, and
 - b) Company has sole control of the defense and all related settlement negotiations. However, if those costs and damages exceed the limitation of liability set forth in clause 11, the Customer may elect to defend against the claim on the condition that Company may fully participate in the defense and in any settlement negotiations.
- B. If the Licensed Software becomes, or in Company's opinion is likely to become, the subject of a claim or infringement, Company shall, at its option and expense, either procure for the Customer the right to continue using the Licensed Software or replace or modify the Licensed Software so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, the Customer agrees, on one month's written notice from Company, to return the original copy and all other copies of the Licensed Software to Company.

- C. Clauses 13(1) and (2) shall not apply to any claim based upon:
- a) use of other than a current unaltered release of the Licensed Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Software;
 - b) the combination, operation or use of any Licensed Software with non-Company software or data if the infringement would have been avoided by the combination, operation or use of the Licensed Software with other software or data, or
 - c) the use of the Licensed Software in other than the operating environment specified for it by Company if the infringement would have been avoided by use in the operating environment specified by Company.

14. RELEVANT GOVERNING LAW

This Agreement shall be construed and its interpretation shall be governed exclusively, in all respects, by the [India] of the State of [Maharashtra].

15. GOOD FAITH

Each of the Parties acknowledge to one another that each respectively intends to perform its obligations as specified in this Agreement and to proceed in good faith to the successful conclusion of the project.

16. COMPANIES TO ACT REASONABLY

The parties agree to act reasonably in exercising any discretion, judgment, approval, or extension of time which may be required to effect the purpose and intent of this Agreement.

17. PREVIOUS AGREEMENT

This Agreement shall be deemed to supersede any prior or collateral undertakings, warranties or Agreements, whether oral or written.

18. NOTICES

Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing and shall be sufficiently given if delivered personally or mailed by prepaid registered post to Customer or Company at their respective addresses set forth below or at such other then current address as is specified by notice. During a period of actual or threatened postal disruption or dispute in the country in which the notice is to be mailed or received, any such notice may not be mailed, but must be delivered personally. If notice is given by prepaid post in accordance with this section, it shall be deemed to have been received on the third Business Day following the day of mailing. Notice may also be delivered by fax to the addressee at the fax number noted below provided that it shall be deemed to have been received on the next Business Day following the date of transmission and further provided that the original notice shall on or before the next Business Day be delivered personally or mailed by prepaid registered post to the addressee.

To **CUSOMER:** []

Email address:

To **COMPANY:** [PEOPLETECK DELTA IMPACTCHAIN PRIVATE LIMITED]

Email address: indrajit.maitra@deltaexchange.com

19. NON-ASSIGNMENT

This Agreement is personal to Customer, and Customer may not assign, sublicense or transfer any of its rights or obligations under this Agreement without the prior written consent of Company.

20. HEADINGS

The headings in this Agreement have been inserted for convenience only, and are not to affect the interpretation of this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid under an applicable statute or rule of law, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provisions, and to this end the provisions of this Agreement are declared to be severable. Notwithstanding the above, such invalid provision shall be construed, to the extent possible, in accordance with the original intent of the Parties.

22. NON-WAIVER

Failure by either Party to enforce any term of this Agreement shall not be deemed a waiver of enforcement of that term or any other term.

23. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

24. CURRENCY OF CONTRACT

All payments and amounts referred to in this Agreement shall be in [INR] currency.


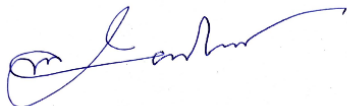
25. CONFLICTS AND GOVERNING LAW

If any of the provisions of this Agreement are invalid under any applicable statute or rule of [India], they are, to that extent, deemed omitted. This Agreement shall be governed by the [India] of the Province of [Maharashtra] and shall be read with all changes in gender and number as may be required by the context.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Navi Mumbai, on the date indicated above.

COMPANY: Peopleteck Delta Impact Chain Pvt Ltd

CUSTOMER:



Authorized Signatory

Print Name: **Indrajit Maitra**

Authorized Signatory

Print Name:

SCHEDULE "A"

[Software Functional Specifications]

Delta (Application Software) Functionalities:

1. Complete Beneficiary & Program Management
2. Beneficiary On-boarding in Real Time
3. Data Management (Acquisition, Assessment, De-Duplication, Enrichment, Transformation)
4. Referral/Recommendation Engine
5. Plan & Schedule Trainings
6. Feedback Mechanism (Chat feature | Polling Feature)
7. Video recorded consent
8. Multi-Mode Data Collection (Offline/Online)
9. Validation & Authentication (Aadhar) when online mode and voter-id when offline
10. Voice to text feature
11. Offline mode (Mobile Application)
12. Ability to save the data being entered into the form at interim period before the final submission
13. Unique Identifier to track across Beneficiary lifecycle – multiple dashboards and integrated systems
14. Real Time Program progress tracking
15. Facial recognition
16. SMS alerts
17. Integrated Public GEO Data Systems/ Geo-Fencing/Geo-Positioning
18. Auto Family Tree Creation of Beneficiaries
19. Trends Dashboards: All dashboards integrated to showcase a single source of data visualization
20. SDG Mapping on Impact dashboard with overlay of information via Direct Data Capture (Mobile App), IoT Enablement and tracking of Lifecycle, 3rd party integrated systems
21. Autogenerated Reports, Impact Reports & Outcome based Reports
22. Multilingual Product Support in the future
23. Authorized & Secure Accessibility Custom
24. User Access Control
25. Complete Data Privacy
26. Integration capability with other application being used by client

SCHEDULE "B"

[Deliverables, Financial obligations and Terms & Conditions]

Delta Customization & Deployment Particulars with Costs

S.No.	Deliverables	Frequency	Total Cost (INR)	Implementation Timeline
1.	Delta Platform Customization (Inclusive of below)	One-Time	Contact us for details	15 working days
	- Client Requirement Gathering			
	- Customization of Delta Platform sections (including Dashboard) for creation of a client specific instance of Delta			
	- Testing & Deployment of Customized Delta Instance for Client			
2.	Delta Platform Subscription (Inclusive of below)	Number of Beneficiaries = ()		
	- Client Program/Project setup & onboarding (One-Time)	Annual	Contact us for details	10 working days
	- KYC Authentication (One-Time per beneficiary)			
	- Dedicated, Private & Secure Hosting			
	- Analytics License (Dashboarding Tool)			
	- Service Desk with Tech Support			
- User Training (One-Time 8 Hours)				
TOTAL ()			Contact us for details	

Notes:

- A. Payment Terms: 50% Advance & 50% on Final Deployment
- B. Applicable Taxes are extra
- C. Delta Platform Customization is a one-time set up specific to our clients' organizational requirements
- D. Delta Platform Subscription cost is charged annually based on number of beneficiaries. Below is our band-wise cost structure on a per beneficiary/per annum model

Number of Beneficiaries			
Upto 10K	10K – 50K	50K-100K	100K+
Contact us for details	Contact us for details	Contact us for details	Contact us for details

- E. Delta Platform Subscription includes
 - o One-time setup of a clients' project/program
 - o KYC Authentication tool for One-Time Authentication of beneficiaries
 - o Yearly hosting of clients' data on a secure, dedicated cloud server for any-time accessibility
 - o Annual license of Dashboarding tool (Tableau)
 - o One-Time User Training to client's personnel
 - o Yearly Service & Support Desk
 - Service & Support desk includes a shared pool of resources to service all client requests
 - Dedicated Support desk 1-800 number will be provided for client
 - Remote Support on weekdays (9:30 A.M – 6:30 P.M), excluding statutory holidays
 - Support Staff will be able to communicate in English/Hindi

- Communicate with callers through various channels (Whatsapp; Zoom meet to share screen and explain issue over email and/or phone call)
- User training & Issue resolution
- Onboarding help
- Product performance management & Application uptime
- Data integrity across various systems to ensure lifecycle management
- Bug fixing basis any unforeseen issue
- Provide monthly reports on issue raised/ resolved/ on hold/ in progress/ Risks
- o Any Enhancement's, Customizations, Integrations and/or Modifications requested by client after deployment of client specific Delta instance, will be charged on a Time and Materials basis on actual efforts (INR. 6000 per man per day)
- o We also offer Impact Analysis and Whitepaper writing services at an additional cost, basis analytics report generated through the Delta software

SCHEDULE "C"
[License Agreement]

WHEREAS Licensor and Licensee have entered into a license agreement, under which Licensor agreed to provide maintenance and support to Licensee for certain software developed by Licensor (such software, hereinafter referred to as the "Licensed Software").

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Licensor and Licensee agree as follows:

1. GRANT OF LICENSE

Licensor hereby grants to Licensee a royalty-free, perpetual, personal, non-exclusive, non-transferable license to use and maintain and support the Licensed Software for its own internal use and the internal use of its affiliates.

2. RELEASE

Subject to any claim or cause of action based on the premise that the Application Software infringes the rights of any third party or that the Licensor does not have the right to grant the Licensee the rights granted to use the Application Software, and in consideration of Licensor performing its duties and obligations in accordance with the terms of this Agreement, Licensee hereby releases Licensor (including its officers, directors and employees) of any claim or cause of action in respect of the Application Software accruing to the date hereof.

3. OWNERSHIP AND COPYRIGHT

Licensor is the owner of all intellectual property rights in the Application Software, related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Application Software is transferred to Licensee by this Agreement.

4. CONFIDENTIALITY

Licensee covenants to Licensor that it shall keep confidential the any Source Code Materials of the application software that it may receive, and that it will take reasonable precautions to protect such confidential information from any use, disclosure or copying except as expressly authorized by this Agreement.

5. TERMINATION

This Agreement is effective from the date it is executed by each of the Parties until terminated in accordance with its terms. Licensor may terminate this Agreement on notice to Licensee if Licensee fails to perform any of its material obligations as set forth in this Agreement and such default in the case of a default which is remediable continues for a period of [90] days after written notice of such failure has been given by Licensor. Upon termination by Licensor, Licensee shall immediately:

- 7.1. cease using the Application software;
- 7.2. return to Licensor all copies of the Source Code Materials that it might have in their possession, (or destroy all copies thereof in Licensee's possession); and

7.3. within [30] days thereafter, provide to Licensor, in such form as is satisfactory to Licensor, a sworn statement confirming that Licensee has complied with the foregoing.

6. FURTHER ASSURANCES

Each Party agrees that upon the written request of the other Party, it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as any other Party hereto may from time to time reasonably request be done and/or executed as may be necessary or desirable to give effect to this Agreement.

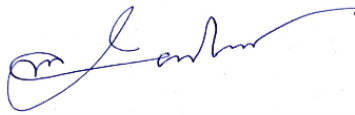
7. MISCELLANEOUS

This Agreement is the entire agreement between the Parties pertaining to Licensee's right to use the Application software and supersedes all prior or collateral oral or written representations or agreements related thereto. In the event that one or more of the provisions is found to be illegal or unenforceable, this Agreement shall not be rendered inoperative, but the remaining provisions shall continue in full force and effect. This Agreement shall be governed by the [Indian Law] of the State/Province of [Maharashtra], [India].

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Navi Mumbai, on the date indicated above.

LICENSOR: Peopleteck Delta Impact Chain Pvt Ltd

LICENSEE: CUSTOMER



Authorized Signatory

Print Name: **Indrajit Maitra**

Authorized Signatory

Print Name: