Service Agreement

A. **Techjockey** is an IT Online platform offering software solutions to businesses and individuals through its website, a wide array of online marketing activities, trade promotional events, and other activities to drive online software sales on the website.

B. **OEM** is an entity engaged in development and deployment of IT and ITES.

C. Whereas both Parties are desirous of entering into this Agreement for generating brand presence and increasing their customer base and prospects for and on behalf of the OEM, under the terms and conditions as set out in this Agreement.

1. PURPOSE OF AGREEMENT

1.1 Techjockey shall enter into a mutually benefitting collaboration with OEM, wherein it will generate prospects for OEM and shall verify and filter the details of prospective genuine software buyers from pan India and forward the same to OEM via prospect management system on daily basis based on its judgement. Techjockey shall not be liable for any error or gap in managing prospect management system.

1.2 OEM shall provide product demo facility to explain the software features and offer along with details of applicable system requirement & solutions to all prospects. In no case, OEM shall directly or indirectly reach or try to solicit prospective buyer or buyer without the involvement of Techjockey. At that time, it gets connected through the prospect management system or thereafter.

1.3 It is agreed and understood by and between the parties that Techjockey is providing prospect buyers to OEM and does not ensure that the prospect will convert into sales in all the cases. It is the responsibility of OEM to provide timely demo and provide rights to Techjockey to raise the Proforma Invoice to the customer/prospect directly.

2. ENROLLMENT / REGISTRATION

2.1 To complete the enrolment process, OEM must complete its registration process by providing details, such as company name & address, software information, bank details and other information, PAN, GSTIN, products HSN, software/services SAC or any other information or documents as notified by Techjockey time to time on its website.

3. TERM OF AGREEMENT

3.1 The term of this Agreement will start on the date of your completed registration for one or more of the products (the "Effective Date") and continue until terminated by either party. Either party may terminate or suspend this Agreement or any Service with 30 days of notice provided for any reason. However, termination of the agreement does not mean the termination of existing engagement with prospect customers unless successfully closed by both the parties.

4. DUTIES AND RESPONSIBILITIES OF TECHJOCKEY

4.1 Generate opportunities/prospects/sales through its online portal www.techjockey.com, targeting customers pan India.

4.2 Verify and filter genuine software buyers to the extent possible and forward the prospect details to OEM via the prospect management system.

4.3 Increase visibility of OEM products to clients by listing the product on techjockey.com, excluding media sales, paid branding, and marketing.

4.4 Provide the prospect information to the Single Point of Contact ("SPOC") of the respective location, which is a sale channel appointed and nominated by OEM.

4.5 Make constant verification/tracking calls to customers and OEM to ensure transparency in dealings under this Agreement.

4.6 Can change its strategy of opportunity/prospect generation at any time without any prior intimation to OEM.

4.7 Collect the following details of prospective software buyers:

  4.7.1. Name

4.7.2. Phone Number

4.7.3. Email ID

4.7.4. Software Requirement

4.7.5. OEM / Firm Details

4.7.6. Location and Area Pin Code.

4.8 All software rights and IP of the product provided to the prospect belong to the OEM and Techjockey is only a medium to reach out to the prospects and reseller partner.

5. DUTIES AND RESPONSIBILITIES OF OEM

5.1 Treat the prospects provided by Techjockey on a priority basis via email and prospect management system.

5.2 Provide the most attractive price quote for prospects on commercially best effort basis, which will be shared by Techjockey to the prospects.

5.3 In the event of any duplication of prospects provided by Techjockey and the prospects independently procured by OEM through other means, OEM shall within 48 hours of being aware of such duplication, intimate Techjockey through an email. Failing to which, prospects under dispute will be considered as prospects provided by the Techjockey and shall be governed as per the terms and conditions provided under this Agreement.

5.4 Appoint a point of contact for all queries whatsoever to be raised by Techjockey about this arrangement.

5.5 Abide by an appropriate privacy policy and comply with all applicable laws relating to the collection and use of information about the Prospects. OEM shall hold harmless to Techjockey and protect its partners, officers, shareholders, and affiliates from all liability which may arise in connection with OEM conduct and matters relating to privacy.

5.6 Shall not encourage, induce, or direct the Prospects to give wrong or misleading information to Techjockey. As Techjockey calls the Prospects to analyse and verify every information to an extent possible before forwarding it to OEM.

5.7 Shall utilize the details of software buyers provided by Techjockey only in connection to this Agreement and not otherwise.

5.8 The customer shall remain and continue to be the customer of Techjockey until the customer uses the services/product of the OEM and Techjockey shall be eligible to receive commission from OEM on all sales by any means to the customer onboarded through Techjockey. The expansion or renewal of the services/ products shall be with the connivance and through the communication channels of the Techjockey. Any commission arising out of such expansion or renewal shall be paid to the Techjockey as per the clause 6 of this agreement. Under no circumstances the OEM shall directly or indirectly contact the customer for the renewal or expansion of the services without the connivance of the Techjockey.

5.9 On contravention of clause 5.8 by the OEM, the OEM shall be liable to pay the penalty equivalent to five times of such commission agreed between the parties towards that particular transaction or two times of the gross transaction value (Gross amount paid by the customer to OEM), whichever is higher. The OEM shall also be liable to issue a security cheque on account of Techjockey to be used for any future contravention of the clause 5.8 and such cheque shall be given to the Techjockey within 7 days of notifying the same.

5.10 Shall intimate Techjockey within 48 hours of any change in the SPOC or his/her contact details, such as phone number and email ID.

5.11 Prospect Locking Mechanism: Once a potential prospect is shared with OEM through automatic call distribution mechanism (ACD), OEM shall confirm whether the case is locked in favour of the Techjockey or not. OEM can confirm through mail or the Company's Prospect Management System.

  a) Once the prospect is identified through the joint effort of both the parties or connecting via ACD, Customer shall not be approached directly by the OEM.

  b) All the commercial and technical communication between OEM and client shall be managed by the Techjockey' s sales team and Techjockey shall be authorized to listen to the recorded conversation of the calls directed to OEM through ACD.

  c) OEM can refer Techjockey for any other product needed by the Client during set-up/installation.

  d) The purchases shall be through Techjockey' s website only and OEM shall not share their contact details directly to the customer on the call received through ACD or other modes of communication.

  e) Customer shall not be given any quote directly by OEM. Quote to the customer shall be given by Techjockey directly, moreover, Techjockey shall have the discretion to amount of billing to the customer.

  f) OEM shall transfer brand-specific commission to Techjockey as per the margin agreed upon at the time of listing of product/software. The brand-specific commission will be based on mutual consent in writing either as mentioned under this agreement or as added as an addendum from time to time. Any amendment to this clause shall be in writing mutually agreed between the parties. Such changes shall be added as an addendum to this agreement from time to time. Any changes/revision on the agreed commission rate without mutual consent shall be treated as a material breach of this agreement and any losses incurred thereto by the

Techjockey shall be borne by the OEM.

  g) OEM shall intimate Techjockey of revision of any rate list/price at least 15 days (working) before the revision of price. In case of delay in intimation of revised price, as mentioned above, OEM shall sell its products to Techjockey at rates which were previously intimated to it.

  h) OEM shall provide the required support to Techjockey referred customer.

  i) OEM shall be responsible to complete the installation/set-up as agreed between both the parties.

  j) In case of renewal/addition of the previously sold product by Techjockey, OEM shall inform Techjockey about the same and pay the additional margin.

5.12 After Sales Support: OEM shall be responsible to complete the installation/set-up as agreed between both the parties.5.11 OEM doesn't hold any rights to the client data and shall provide complete security.

6. PAYMENT TERMS

6.1 Purchase and Billing: Client/Customer/User shall buy the software online from Techjockey portal. Techjockey shall raise the purchase request for the software to OEM. Once the OEM bills the software to Techjockey and deliver the product to the customer, Techjockey shall bill the software to the Customer.

6.2 Payment shall be done within 45 days of delivery of a solution to the customer – any exception will be mutually agreed upon as and when required.

6.3 OEM shall be entitled to withhold and remit taxes from the payment due to Techjockey to the extent that such withholding and remittance is in accordance with applicable laws and regulations.

6.4 Any change in payment terms and conditions shall be made only through the medium of writing between both the Parties.

7. DYSFUNCTIONAL / SOFTWARE DEFECT

7.1 OEM shall be held responsible for any software defect identified by the customer and proven conclusively on the investigation to be an OEM-specific defect only and fix the issue within a reasonable timeframe.

7.2 In case the software has defined issues that both the OEM and Techjockey agree are irreparable or cannot be resolved and cause material impact to the business of the client, Techjockey must refund to the customer and OEM should refund to Techjockey. OEM shall also indemnify Techjockey of all losses incurred due to it.

7.3 OEM shall also agree to indemnify Techjockey of losses incurred to it due to non-compliance with the terms of this agreement by OEM.

8. LAW AND DISPUTE RESOLUTION

8.1 If any dispute between the parties about either the interpretation of the provisions of this Agreement or the performance by either of the parties of its obligations under this Agreement cannot be resolved at an operational level, upon the written request of either party, each party will, within three (3) Business Days after the date of service of such written request, appoint a designated representative to devote commercially reasonable efforts to resolve such dispute subject to the further provisions of this clause.

8.2 The law of India shall govern the validity, interpretation, and performance of this Agreement. For any suit or legal proceedings arising out of this Agreement, the court of New Delhi will have the exclusive jurisdiction over this matter.

9. TERMINATION

9.1 Termination at will: Either party may terminate this Agreement early, with or without cause, upon thirty (30) days prior written notice. After the termination notice, Techjockey shall not generate any new prospects for OEM; however, any ongoing prospect shall continue to be governed by this agreement as if it had not been terminated.

9.2 Termination for Breach: Both Parties will be entitled to terminate this Agreement (a) after a material breach of this Agreement by the other party that remains uncured seven (07) days after written notice thereof by the non-breaching party; (b) if the other party voluntarily commences any action or seeks any relief regarding its liquidation, reorganization, dissolution or similar act or under any bankruptcy, insolvency, or similar law; or (c) if a proceeding is commenced or an order, judgment, or decree is entered seeking the liquidation, reorganization, dissolution, or similar act or any other relief under any bankruptcy, insolvency or similar law against the other party, without its consent, which continues unstayed for a period of thirty (30) days.

10. INDEMNITY AND LIMITATION OF LIABILITYOEM and Techjockey agree to defend, indemnify, save and stay harmless to each other and their respective officers, directors, employees, agents, and representatives from any and against all losses, claims, costs, liabilities, or expenses incurred, whether based in claims of tort or contract (including court costs and attorney fees) incurred or sustained by either party due to the gross negligence, fraud, willful misrepresentation, or breach of confidentiality on part of the other party. The indemnity shall be capped at the billable revenue from specific customers so directly affected.

11. PUBLICITYOEM hereby grants Techjockey the consent to use its corporate name, trademark, service mark, logo on its website and any of its marketing collaterals including presentation, communication materials, etc. for performing appropriate marketing activities.
12. COMMUNICAITON OR INTIMATION All communication/intimation related to this agreement shall be made to below given address:

For Techjockey Infotech Private Limited:

Address: 81/1, 2nd Floor, Aurobindo Tower, Adchini,
Malviya Nagar, New Delhi, Delhi 110017
Email Address: alliance@techjockey.com