

Memorandum of Understanding (MOU)

Between

Genus Tech India

And

Chanchal Kumari

Date: 07 July, 2024

1. Introduction

This Memorandum of Understanding (MOU) is made and entered into as of the 07th July, 2024, by and between Genus Tech India, a proprietorship firm organized and existing under the laws of India (hereinafter referred to as "GTI"), and Chanchal Kumari (hereinafter referred to as "Client"). GTI and Client may be referred to individually as a "Party" and collectively as the "Parties."

2. Purpose

The purpose of this MOU is to establish the terms and conditions under which GTI will provide Information Technology (IT) services to Client. This MOU outlines the responsibilities of each Party, the scope of services, and the mutual understandings and expectations of the Parties.

3. Scope of Services

GTI agrees to provide the following IT services to Client:

- Development of two astrology mobile applications.
- Development of a web-based admin panel.

The technology to be used for these applications and the admin panel will be determined solely by GTI. GTI reserves the right to change the technology as deemed necessary.

4. Responsibilities of GTI

GTI agrees to:

1. Provide qualified personnel to perform the services outlined in this MOU.
2. Ensure that the services are performed in a professional and timely manner.

3. Maintain confidentiality of Client's information and data.
4. Comply with all applicable laws and regulations related to the services provided.
5. Hire developers as necessary to work on the project without incurring any additional costs to the Client. The internal distribution of the budget among the developers is solely at GTI's discretion.

5. Responsibilities of Client

Client agrees to:

1. Provide GTI with the necessary access to its premises, systems, and personnel to enable GTI to perform the services.
2. Cooperate with GTI's personnel and provide timely responses to requests for information.
3. Ensure that all information provided to GTI is accurate and complete.
4. Compensate GTI for services rendered as agreed upon in the payment terms.
5. Participate in weekly meetings every Sunday evening, or at another mutually convenient time, to discuss progress, address issues, and discuss future plan of actions.

6. Payment Terms

Client agrees to compensate GTI for the services provided as follows:

- The total project budget is INR 1,70,000.
- 20% of the total budget (INR 34,000) is to be paid upfront within a week of starting the project.
- The remaining balance is to be paid in accordance with the agreed-upon multiple milestones and timelines.
- Any costs related to third-party services, including but not limited to third-party integrations, third-party deployments, and third-party server costs, shall be borne solely by the Client and are separate from the project budget discussed above.

7. Project Timeline

The timeline for project completion is six (6) months from the start date of the project.

8. Technical Support

GTI will provide one year of free technical support related to the pre-discussed features [Annexure-1] of the applications and the admin panel after completion of the project. Any issues related to these features will be addressed by GTI at no additional cost to the Client.

9. Additional Features

Any costs pertaining to the addition or removal of features not initially discussed will be borne by the Client, over and above the predetermined budget of INR 1,70,000. Technical support for these additional features will also be separate from the existing budget. One year of free technical support will be included after the implementation and payment for those additional features.

10. Confidentiality

Both Parties agree to maintain the confidentiality of all proprietary or confidential information disclosed by the other Party during the term of this MOU. This obligation shall survive the termination of this MOU.

11. Term and Termination

This MOU shall commence on the date first written above and shall continue until the end of two years unless terminated earlier by either Party with 30 days' written notice.

12. Dispute Resolution

Any disputes arising out of or in connection with this MOU shall be resolved through mutual discussions. If the Parties are unable to resolve the dispute, they agree to submit the matter to mediation or arbitration in the district of Farrukhabad, Uttar Pradesh.

13. Governing Law

This MOU shall be governed by and construed in accordance with the laws of India.

14. Miscellaneous

- Amendments: Any amendments to this MOU must be in writing and signed by both Parties.
- Entire Agreement: This MOU constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.
- Severability: If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. Intellectual Property

1. Ownership of Work Product: All intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, developed by GTI in the course of providing services to the Client under this MOU shall be the exclusive property of the Client upon full payment of the agreed project budget.
2. Licensing of Pre-existing Materials: GTI shall retain all rights to any pre-existing materials and technologies used in the project, but GTI grants the Client a perpetual, non-exclusive, royalty-free license to use, modify, and distribute such materials as part of the final deliverables.

16. Limitation of Liability

1. Direct Damages: Each Party's liability to the other for any claim arising out of or in connection with this MOU shall be limited to the amount paid or payable under this MOU.

2. Exclusion of Indirect Damages: In no event shall either Party be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, or business, arising out of or in connection with this MOU.

17. Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this MOU if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil disturbances, labour strikes, and natural disasters. In such events, the affected Party shall promptly notify the other Party and make reasonable efforts to resume performance as soon as possible.

18. Acceptance Criteria

1. Acceptance Testing: Upon completion of each project milestone, GTI shall deliver the corresponding work product to the Client for acceptance testing. The Client shall have 7 days to review and test the deliverable and thereby make the milestone payment.

2. Approval or Rejection: If the Client approves the deliverable, they shall notify GTI in writing along with the milestone payment. If the Client identifies any deficiencies, they shall provide GTI with a detailed list of issues to be addressed. GTI shall correct such deficiencies and resubmit the deliverable for acceptance testing.

19. Training and Documentation

1. User Training: GTI shall provide training to the Client's personnel on the use of the developed applications and admin panel.

2. Documentation: GTI shall deliver comprehensive documentation, including user manuals and technical specifications, for the developed applications and admin panel.

20. Data Protection

1. Compliance with Laws: Both Parties shall comply with all applicable data protection and privacy laws in the performance of their obligations under this MOU.
2. Data Security: GTI shall implement appropriate technical and organizational measures to protect the Client's data against unauthorized access, loss, or destruction.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first written above.

Genus Tech India

By: _____

Name: Prajwal Singh Gangwar

Title: Authorized Representative

Date: 07/07/24

Client

By: _____

Name:

Title: Authorized Representative

Date: 07/07/24

Witness

By: _____

Name: Madhuri Bisht

Title: Moderator

Date: _____

Annexure-1: Features List

[Attach detailed features list here]