

Third Party API/SDK

Third Party For	Reason	Third party Name
SMS	For sending Verification code in SMS	TBD during development
Notifications	For sending push notifications	Firebase Cloud Messaging

PROJECT COST BREAKDOWN

Sr. No.	Tasks	Total Cost (USD)
1	Graphic Designs	2700
2	IOS & Android Mobile App Development – Flutter	3565
4	Back End Development – PHP/Node JS - API Development - Web Admin Panel Development	3565
4	Testing at each stage of development	Free
5	Deployment to IOS & Android Stores	Free
6	Post Go Live Support for 1 month	Free
7	Knowledge Transfer & Training Session	Free
8	Jira User License (One License per year) *	100
Total		\$9930
Discount		15%
Final Amount		\$8440

*Hyperlink InfoSystem uses Jira Software for efficient project management. Jira is a widely used project management tool that offers several benefits for both development teams and clients involved in software

development projects. It provides a robust and collaborative platform that promotes better communication, transparency, and productivity for both development teams and clients. Additional licenses would cost USD 100 per User per year, with a minimum license duration of one year.

TIMELINE

1 months (after completion of Design + SRS)

Please note: The above timeline **is excluding** time needed for Graphic designs & SRS. Usually it takes around 3-4 weeks for Graphic design & SRS, but may vary depending on iterations and client response time. Development will begin after the SRS document is signed by client.

After go-live

Free Technical Support duration: **1 months** (for only bugs solving) with a response time of less than 24 hours.

The projected timeline for the project is provided as an estimate of when we anticipate its completion based on our past experiences on similar type of projects. However, in the event that the project is not completed within the expected timeframe, despite the allocation of appropriate resources, Hyperlink Infosystem reserves the right to charge additional fees to the customer for the extended duration if needed.

PROJECT MILESTONES

Sr. No.	Milestones	Total Cost (USD)
1	Upfront	2532
2	After Design completion	1266
3	After Prototype completion	1266
4	After 50% Mobile & Web App completion	2110
5	After 100% Mobile and before deployment	1266
Total Cost		\$8440

ENGAGEMENT RESOURCES

Sr. No	Team	Resources	Experience (Years)
1.	Project manager	1	7+
2.	Sr. iOS & Android Hybrid Developer	1	4+
3.	Graphic Designer	1	4+
4.	PHP/Node.JS Developer	1	4+
5.	Quality Analyst	1	4+
6.	Mobile Tech Lead	1	8+
7.	Sr. Web Developer	1	8+
8.	Node.Js Tech Lead	1	8+
9.	Quality Analyst Tech Lead	1	8+
10.	AWS Architect	1	6+
11.	Business Analyst	1	6+
12.	System Architect	1	4+
13.	DBA	1	4+
14.	Account Manager	1	7+
Total Resources:		14	-

TERMS & CONDITIONS

- I. The data contained herein shall not be disclosed, duplicated, or used in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to this offer as a result of, or in connection with, the submission of these data, the propose shall have the right to duplicate, use or disclose the data to the extent provided in the proposal. This restriction does not limit the right to use information contained in the data if it is obtained from another source without restriction.
- II. Security:
The proposal contained herein is proprietary to Hyperlink Infosystem and may not be used, reproduced or disclosed to others except as specifically permitted in writing by Hyperlink Infosystem. The recipient of this document, by its retention and use, agrees to protect the same and the information contained therein from loss or theft.
- III. Project Completion timelines:
The timeline(s) indicated for project completion/milestones are indicative. Due to factors not in the control of Hyperlink Infosystem, the said timeline(s) could be delayed. It is understood that Hyperlink Infosystem shall not be liable for any delay which is caused due to (i) change(s) in scope of work (ii) third party API's (iii) employee sickness (iv) global server issues (v) no/delayed response from the client (vi) pandemic or lockdown imposed by the State/Central Government (vii) unforeseen political, cultural or environmental factors, etc. In case of any of the above, new timeline(s) shall be provided.
- IV. Code of Conduct:
We, in our dealings, are self-regulated by a code of conduct. We request your support in helping us adhere to the code in letter and spirit. We request that any violation or potential violation of the code by any person be promptly brought to the notice of management of Hyperlink Infosystem. All communication received in this regard will be treated and kept as confidential.
- V. Intellectual Property:
Nothing in this document grants to Hyperlink Infosystem any right or license to disclose or use any of this project's financial, statistical, customer, or personnel data or business plans or intentionally memorize this project's nonpublic information for the purpose of retaining and subsequently using or publishing it or disseminating it to a third party. Specifically, under no circumstances may Hyperlink Infosystem sell source codes, drawings, and other items created pursuant to this document to a third party.

VI. Proprietary Rights:

Hyperlink Infosystem agrees that all designs, plans, specifications, drawings, source codes, and other information or items produced by Hyperlink Infosystem while performing services under this document will be assigned to client as its sole and exclusive property. In the event that client is not satisfied with the deliverables created pursuant to this document and refuses to pay, Hyperlink Infosystem does not have to assign them over to Client.

VII. Data Connectivity:

That for optimally running / using the application, website or other development(s) made by Hyperlink Infosystem, the user thereof should have at least 4G or 5G internet data connectivity or an active Wi-Fi connection with speeds of not less than 1 mbps. Unless otherwise specified, none of the developments by Hyperlink Infosystem shall be deemed to support or run on 3G internet connectivity or below. Hyperlink Infosystem shall not be liable if for any reason, the country or area where the application, website and/or development is used by the user does not have/support data connectivity or wifi speeds as stated hereinabove. Due to varying/fluctuating data connectivity the website or application may also not run as desired.

VIII. Termination:

Notwithstanding any provision to the contrary, unless mutually agreed, neither Party shall be entitled to terminate this Agreement during the aforementioned period for reasons other than those set out in the relevant clauses hereinbelow.

- a) Either party shall be at liberty to terminate the present Agreement after giving a written notice of 30 (thirty) days in the event of a material breach by the other Party specifying the nature of the breach.
- b) With a thirty (30) days' notice, this Agreement can be terminated in the event that the other Party becomes insolvent or makes an assignment for the benefit of the creditors or bankruptcy proceedings are instituted against the other Party, any of which event shall be treated as default by the Party given the notice; or if the other Party ceases or threatens to cease to carry on the whole or any relevant part of its business or trade

However, it is understood that the client shall be entitled to terminate the Agreement only after clearing all outstanding invoices/pending invoices towards the project and/or work

done in the on-going project upto the date of termination. For on-going projects, if for any reason the invoice by Hyperlink is not issued, Hyperlink shall be entitled to raise the invoice towards the work done and the client shall be liable to clear the same.

IX. Notices:

All notices, requests, demands or other communications required will be given in writing and delivered to the Parties at the following addresses:

Hyperlink Infosystem

Address: Block C/308, Ganesh Meridian, Near Sola Bridge, S.G. Highway, Ahmedabad – 380 061

Contact Person: Karan Shah

Email: americas@hyperlinkinfosystem.com

Phone No.: +1-206-641-0904

Webb County Tx

Address: 1000 Houston Street, Laredo, TX 78040

Contact Person: Manuel

Email: mpena@webbcountytexas.gov

Phone No.: 9565234847

Or to such other address as either Party may from time to time notify the other.

X. Indemnification:

Hyperlink and the client do hereby indemnify and shall hold harmless and keep indemnified to the fullest extent by law, each other from any and all losses, expenses, claims, demands and all other liabilities and costs, incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation or formal or informal inquiry (regardless of whether the same is reduced to any order/judgement), or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with the transaction contemplated herein in respect of claims arising out of the breach of any representation, warranty, obligation and covenant and/or anything arising from the present Agreement. Neither party shall be entitled to claim any indirect or remote losses.

XI. Third Party Claims:

Hyperlink Infosystem shall not be liable for any third party claims arising against it by the client and/or its employees, customers or users, during subsistence of or after completion/termination of the project from use of the Application, website or any other development(s) made by Hyperlink Infosystem as desired by the client. In case of any such

claims being made against Hyperlink Infosystem and/or its affiliates, employees, directors and agents, the sole and entire responsibility and liability arising therefrom including and not limited to any litigation, and allied costs shall be that of the client. The client hereby indemnifies and holds harmless Hyperlink Infosystem against all such claims that may be made on/or against it.

XII. Amendment and Modification:

No amendment or modification to this Agreement shall be valid or binding on Hyperlink Infosystem or the client unless the same is made in writing and duly executed by both.

XIII. Waiver:

No delay on part of Hyperlink or the client in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Hyperlink or the client of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, or construed as a consent.

XIV. Dispute Resolution:

In case of any disputes arising between the parties hereto arising from the present Proposal with regard to validity, interpretation, implementation or any material breach of any provision/clause of the contract, the parties shall first endeavor to settle the dispute amicably by mutual discussions. In case of failure to resolve the dispute and/or difference amicably, any and all disputes and/or differences shall be resolved in the State Court of Webb County, Texas of the United States.

XV. Severability:

The provisions of this Proposal shall be deemed severable and if any one or more provision of this Proposal shall be held illegal, invalid or unenforceable in any respect, by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this proposal shall nevertheless continue in full force and effect, shall not in any way be affected or impaired thereby, provided that the surviving proposal materially comports with the parties' original intent.

XVI. Non - Solicitation:

The Client and/or its affiliates hereby confirm that it shall not in any manner whatsoever directly or indirectly solicit and/or hire any employee(s) of Hyperlink Infosystem working at the site of the Client or otherwise during the term of this Agreement and for a further period of 10 (years) thereafter. In case of any breach by the Client to the afore said, Hyperlink Infosystem shall be entitled to claim liquidated damages to the tune of INR (Rs.) 10 crores. On such claim being raised the Client shall be liable to make the payment towards the damages within a period of 45 days failing which interest at the rate of 9% per annum shall be levied.

XVII. No Refund:

Hyperlink Infosystem shall not be liable to provide any refund to the Client under any circumstances. If the Client is not satisfied with the Developer provided, a request in writing be made to the Developer on americas@hyperlinkinfosystem.com intimating the same. Only, if possible, an alternative arrangement in this regard shall be made.

XVIII. Jurisdiction:

This Proposal and all questions of its interpretation shall be construed in accordance with the laws of the State of Texas of the United States. The Parties hereby agree and submit to the exclusive jurisdiction of the State courts located in Webb County, Texas of the United States.

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Service Provider and Buyer. The terms of this Agreement will govern all Projects and services undertaken by Service Provider for Buyer. In the event of any conflict between this Agreement and the express written terms of an agreement applicable to an engagement, the express written terms of such agreement will govern, but only to the extent and with respect to the services set forth therein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their duly authorized representatives and executed and delivered in accordance with the Project scope of work above, with the intention of becoming legally bound hereby.

BUYER:

SERVICE PROVIDER:

Harnil Oza, Director
Director



Company Name:

Company Name: Hyperlink Infosystem inc

Date:

Date: 07/11/2024