

## SOFTWARE MAINTENANCE AGREEMENT

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GMP/SFM24-01/101

DATE: 21.02.2024

**PREPARED FOR:**

Sekhar Meka  
Arna Pharma Pty Ltd

**CREATED BY:**

Sachin Bhalekar  
Cyclone Pharmaceuticals Pvt Ltd

This software Maintenance agreement is entered into as of 21<sup>st</sup> Feb. 2024 between Sachin Bhalekar and Sekhar Meka furthermore known as "The Parties".

### 1. TERMS

Beginning on the agreement date above, the Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) will begin providing maintenance to the Arna Pharma Pty Ltd for a period of 5 years unless termination by either party is requested.

### 2. GRANTED ACCESS

- 2.1 The Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) shall be granted access to any and all necessary printouts as well as documentation of any software that may have errors upon entering into this agreement.
- 2.2 Furthermore, they shall provide the Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) with access to the necessary computers as well as a reasonable amount of time to correct such software errors.
- 2.3 In the event that new software errors are discovered, the same consideration will be taken and the Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) will be granted the access needed to comply with this agreement.
- 2.4 Additionally, the Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) shall have access to facilities, computers, and software as necessary in order to perform period software maintenance and backups.

### 3. PROPRIETARY RIGHTS

- 3.1 The Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) acknowledges that the Arna Pharma Pty Ltd may have sensitive or proprietary information served on the computers or in the software being maintained.
- 3.2 Therefore, the Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) agrees to treat any information served in such systems as confidential, and shall take every possible measure to ensure that such information is not deleted, modified, or distributed without the Arna Pharma Pty Ltd's consent.

### 4. MODIFICATIONS

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- 4.1 The Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) may, with the Arna Pharma Pty Ltd's consent, perform periodic updates or additional needed modifications to the software being maintained.
- 4.2 Any modifications or costs incurred from corrections or replacements of an error to the software shall remain the responsibility of the Arna Pharma Pty Ltd during the entirety of this agreement.

### 5. PAYMENT

- 5.1 In consideration of the tasks being performed during the term of this software maintenance agreement, the Arna Pharma Pty Ltd has agreed to pay the Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) listed in the table below.
- 5.2 Any additional costs should be submitted in writing to the Arna Pharma Pty Ltd prior to agreeing to said costs.
- 5.3 The Arna Pharma Pty Ltd may, at their discretion ask for a report of costs as well as price matching for any materials needed for this software maintenance agreement.
- 5.4 Any travel expenses should be submitted in writing to the Arna Pharma Pty Ltd and are subject to their approval.
- 5.5 If at any time payment is not received for any terms not agreed on between the parties, it shall constitute a breach of contract and will be grounds for termination of this software maintenance agreement.

Tenure	Price of Software	Annual Maintenance Cost	Subtotal
Yearly after completion of One year from Date of Live	4,00,000.00	7.5% of Price of Software	30,000.00 +GST

### MATERIAL COSTS AND EXPENSES

In addition to the fees above, Arna Pharma Pty Ltd will be responsible for any and all costs and fees associated directly with the Software included in this software maintenance agreement including

- Licenses
- Postage Fees
- Anti-Virus

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- Document Filing Fees

### **6. TAXES**

The Arna Pharma Pty Ltd shall be responsible for any and all taxes, titles, and fees due by the local government, federal government or any other governmental entity pertaining to this software maintenance agreement for the term of this agreement.

### **7. CONFIDENTIALITY**

- 7.1** The Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) along with any associates or employees under the Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company)'s name shall under no circumstances divulge or communicate any personal materials relevant to the Arna Pharma Pty Ltd or any employees or affiliates related to the Arna Pharma Pty Ltd personal benefit or gain.
- 7.2** Any and all information deemed confidential during this agreement shall remain so during the term of this agreement and for a period of 12 months from this agreement's termination.

### **8. SOFTWARE LICENSE WARRANTY**

- 8.1** Any and all software replaced during the term of this agreement shall be inclusive of all warranties and agreements inclusive to the purchase of said software.
- 8.2** All warranties included in the purchases made during the term of this agreement pertaining to the software shall be included in this software maintenance agreement and fall under the same terms and conditions as so.

### **9. GENERAL WARRANTY**

- 9.1** The Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) agrees to complete all projects and maintenance assigned in a professional manner.
- 9.2** All work conducted will fall under standards set by the region in which the work is being performed.
- 9.3** The Cyclone Pharmaceuticals Pvt Ltd (Software Developer Company) will not be held responsible for any acts occurring from the Arna Pharma Pty Ltd Or any affiliates in relation to the Arna Pharma Pty Ltd termination that is required by either participating party in this software maintenance agreement.

### **10. TERMINATION**

The following occurrences will be grounds for termination of this agreement in its entirety.

1. Failure to pay
2. Either party filing for bankruptcy
3. Any credit seizure taking place with either party

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4. Failure to make or deliver services in accordance with the term of this contract

### **11. REMEDIES**

In the instance either party in this software maintenance agreement defaults on any terms or conditions set forth, the finding party shall notify the defaulting party in writing of the default occurring.

Upon notification of said default the defaulting party will have 10 days to cure the default before termination will be required.

### **12. FORCE MAJEURE**

In the instance either party of this agreement forms a breach during the term of this agreement due to uncontrollable circumstances including but not limited to, flood, hurricane, theft, terrorism, earthquake, or any other acts of God the party shall notify the remaining party of such breach and will be allowed up to 30 days to cure such breach before further action may take place.

### **13. ARBITRATION**

- 1 In the event any disagreements or controversies occur during the term of this software maintenance agreement both parties agree to seek arbitration to solve such manners.
- 2 In the event the parties cannot come to an agreement on an arbitrator they shall both choose individually and the chosen arbitrators shall come to an agreement on a third joint arbitrator to hear this case.
- 3 All arbitration shall be conducted in a central location easily accessible by both parties involved. The arbitrator shall be granted no access to modify or change this agreement in any way.
- 4 Furthermore, the arbitrator will not award any punitive damages that may occur to either party.
- 5 The arbitrator shall have the final say on any agreements involved and will subject such agreements to the court of Maharashtra.
- 6 During the time of such arbitration taking place both parties will continue to uphold all agreements within this software maintenance agreement and complete all tasks assigned.

### **14. ENTIRETY**

This software maintenance agreement constitutes the entire agreement for the services listed herein, and shall supersede any and all previous agreements put in place either by written form or orally.

### **15. NOTICE**



Cyclone Pharmaceuticals Pvt Ltd  
104, Garnets Bay Near Four Point by Sheraton  
Hotel Viman Nagar Pune 411014

## **SOFTWARE MAINTENANCE AGREEMENT**

Any and all notifications with regard to this software maintenance agreement shall be made in written form and delivered to the responding party either by person or by email or certified mail to the following addresses.

Cyclone Pharmaceuticals Pvt Ltd  
104, Garnets Bay near Four Point  
by Sheraton Hotel Viman Nagar  
Pune Maharashtra, 411014

Arna Pharma Pty Ltd  
20, Rodborough Rd, Frenchs Forest  
NSW 2086