

B2: Specific terms and conditions applicable to Consultancy Services

This document forms a part of A: General Terms and Conditions DevOn Software Services Pvt. Ltd.

DevOn Software Services Pvt Ltd.

The aforesaid company applies the following terms and conditions when providing quotations and in the execution of assignments. For convenience the aforesaid company is referred to in the terms and conditions as DevOn.

Specific terms and conditions in provision of consultancy services contains the following articles:

1. Definitions
2. Agreement
3. Rates
4. Contract term and termination
5. Time recording and invoicing
6. Obligations of Client
7. Applicable forum and choice of law

1. Definitions

- 1.1. Agreement: The arrangements, agreed in a written and/or digital recording, on the basis of which DevOn performs Service(s) for the benefit of Client and to which these General Terms and Conditions A and these Specific terms and conditions B2 apply.
- 1.2. Client: Every (legal) entity or person who has concluded an Agreement with DevOn, or as the case may be responds to or requests an offer or quotation.
- 1.3. Consultancy services: Services in which the Professional focuses on advising Client regarding the utilisation of information technology, in which the tasks consist of providing advice and implementation. The execution of training courses at the location of Client is not included in consultancy services, and is instead designated as Training Services (Appendix D: terms and conditions applicable to Training Services).

- 1.4. Professional: (IT) Professional who possesses (a part of) the required (software) knowledge and skills and who is deployed by DevOn in the performance of the Agreement.
- 1.5. DevOn: the specific DevOn entity mentioned in the Agreement who provides Service(s) to Client, hereinafter referred to as DevOn.
- 1.6. Services: The service(s) as described in the Agreement.

2. Agreement

- 2.1. The work to be carried out will be described in an Agreement.
- 2.2. Only after receipt of a signed Agreement will DevOn appoint a Professional to execute the assignment.
- 2.3. DevOn retains the right to suspend the execution of the assignment if Client at the commencement date has not confirmed the assignment by means of a signed Agreement.
- 2.4. If the assignment is executed on a project basis for which a number of part-days are recorded in the Agreement, Client must utilise the number of purchased part-days during the contract period recorded in the Agreement. If, after the expiry of the contract period recorded in the Agreement, a number of part-days still remain then these will be invoiced after the expiry of the contract period on the basis of the rate stated in the agreement. A quotation, offer or price does not bind DevOn and only applies as an invitation to Client to place an assignment, unless expressly stated otherwise.
- 2.5. If the assignment is executed on the basis of deployment, the deployment of the Professional will depend on availability. DevOn retains the right to, at the time of request of deployment, assign a Professional to be deployed. If Client wishes to deploy a Professional, Client must send a written request for this to the deployed Professional. After confirmation of the deployment by DevOn it is not possible for Client to suspend and/or cancel the deployment.
- 2.6. The Agreement terminates by operation of law after the expiry of the agreed duration.

- 2.7. Each of the parties can unilaterally terminate the Agreement before the end of term if the execution of the assignment can no longer take place in conformity with this Agreement, the accompanying quotation or possible later additional assignment specifications. This must take place in writing stating reasons, and with due regard of a notice period of 30 calendar days.
- 2.8. DevOn retains the right to claim payment for the activities carried out up to then.
- 2.9. Client can request to extend the Agreement for a specific period. DevOn will use reasonable endeavours so that the Professional already made available will also be available for this extended period. However, if no later than 30 calendar days prior to the expiry of the Agreement it has not been agreed in writing that the agreement is to be extended, DevOn retains the right to assign the Professional concerned to other potential assignments.

3. Rates

- 3.1. Unless expressly determined otherwise, the hourly rates relate to a normal working day of eight hours, worked during normal working hours. In the event that, in accordance with article 4.1, the professional must carry out overtime, the following rates will apply for each hour worked in overtime:
 - for overtime carried out on Monday through to Friday, excluding official Public Indian Holidays: 200% of the applicable hourly rate per person per overtime hour worked;
 - for overtime carried out on Saturday, Sunday or generally acknowledged Public Indian Holidays: 200% of the applicable hourly rate per person per overtime hour worked;
 - for stand-by services 50% of the applicable hourly rate will be calculated.
- 3.2. The rates of DevOn are based on travel to and from work (travel time and kilometres) from the Professional's home to the (nearest) location of Client or as the case may be the location stated by Client insofar as this deviates from the (nearest) location of Client. Travel expenses (time and kilometres) to

(an)other location(s) are for the account of Client.

- 3.3. Without prejudice to the provisions of article 3.1, in case of assignments that must be executed outside of India, in addition to the agreed rate, the actual costs that DevOn incurs in making Professional(s) available abroad will be charged.
- 3.4. The assignment is completed as soon as the last invoice concerning the executed Services has been approved by Client. Client must provide notification of this within a period of 5 days from the date thereof. If Client does not respond within this period, the assignment will be deemed to have been completed.

4. Contract term and termination

- 4.1. A normal working day for the staff of DevOn amounts to 8 hours, in which the work will be carried out during such hours as is determined by DevOn during normal working hours between 8am and 6pm GMT+ 5:30, on weekdays from Monday through to Friday with the exception of generally acknowledged Public Indian Holidays. When the nature of the work to be carried out requires this, or when this is requested by Client, DevOn will try to ensure that the Professional carries out this work at other hours or carries out a reasonable amount of overtime. This will be done in mutual consultation between Client, DevOn and the Professional after Client's written permission.
- 4.2. No approval from the Client is required for the taking days of holiday and leave by the Professional, normally provided at DevOn. DevOn will consult with the Client in order to coordinate the holidays when possible.
- 4.3. The Professional will be expected on the weekly DevOn company meeting at Tuesday from 4pm till 8 pm GMT. These hours will not be billed to Client.
- 4.4. DevOn will make reasonable endeavours so that the Professional made available will be available for the duration of the Agreement, and will remain available for the work during the agreed days and hours. Also if the agreement is entered into with a specific Professional in mind for the execution, DevOn will always be entitled after consultation with

Client to replace this Professional by one or more other persons with the same qualifications.

5. Time recording and invoicing

- 5.1. The Professional deployed will, after the passing of the month or after the end of the work in the month concerned, submit to Client an overview of the actual hours worked for the benefit of Client, to be approved by Client. This timesheet must be signed for approval by Client and returned to DevOn. If Client does not object to the timesheet within two working days it will be deemed to have been approved.
- 5.2. After the approval of the timesheet, DevOn will send the invoice based on the approved timesheet and the agreed rates.

6. Obligations of Client

- 6.1. Client undertakes to guarantee that, where the cooperation of its own staff is necessary for the execution of the Services, this staff will possess the necessary skills and experience for the tasks that are assigned to them and that this staff will be available at the points in time as will be agreed by parties. Furthermore, this staff will be informed as much as possible by Client about the assignment entered into and DevOn's working methods.
- 6.2. Client undertakes toward DevOn to provide all details concerning its work and activities that are deemed necessary by DevOn for the fulfilment of its obligations on the basis of the Agreement as soon as possible. In addition, the staff of DevOn shall be able to contact the staff and will have access to the spaces and buildings of Client at reasonable points in time, when this has been reported in advance.
- 6.3. If at any point in time during the execution of the Services, Client notices or suspects that DevOn is proceeding from false assumptions, or as the case may be that Client realises the assignment is going in a wrong direction, Client will inform DevOn promptly of this in writing.
- 6.4. In case of loss of time, caused by delay due to non-compliance with the conditions stated in this article, Client will permit DevOn such an extension of the delivery date until the work

to be carried out is concluded. Furthermore, all expenditures and damages that arise because the provisions of this article have not, or not in a timely manner, been complied with are fully for the account of Client.

7. Applicable forum and choice of law

- 7.1. Indian laws exclusively applies to the General terms and conditions. Any disputes will be heard by the the courts at Bangalore, Karnataka , India.