

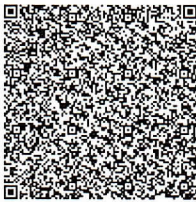


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INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK68941153184172S
Certificate Issued Date	: 07-May-2020 10:18 AM
Account Reference	: NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126470440657151972212S
Purchased by	: Moxie Labs Private Limited Ghaziabad
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Moxie Labs Private Limited Ghaziabad
Second Party	: Swami Rama Himalayan University Dehradun
Stamp Duty Paid By	: Moxie Labs Private Limited Ghaziabad
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



AARTI KUKRETI
STAMP AGENT
TEHSIL DOIWALA, D.DUN

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MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is executed as of date: **12th May, 2020** ("Effective Date").

BETWEEN

Party 1 :
Moxie Labs Private Limited, a Pvt Ltd company, duly represented by its Director Mr Manish Srivastava, having its Registered Office at C-903, Supertech Icon, Nyay Khand -1, Indirapuram, Ghaziabad , UP – 201010, which expression shall, unless repugnant to the

Statutory Alert:

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Manish Srivastava

Manish

context thereof, mean and include its executors, administrators, legal representatives and permitted assigns (hereinafter referred to as First Party/Product Supplier);

AND

Party 2 :

Swami Rama Himalayan University (SRHU), a university established under section 2 (f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013 for its teaching hospital 'Himalayan Hospital' duly represented by its Registrar Mr. Nalin Bhatnagar, having its registered office at Swami Ram Nagar, Dehradun-248016, Uttarakhand which expression shall, unless repugnant to the context thereof, mean and include its executors, administrators, legal representatives and permitted assigns (hereinafter referred to as Second Party/ Hospital).

1.Engagement:

a. On the terms and conditions set forth in this Agreement, Product Supplier agrees to provide the Moxie Platform Software ("Product") & Support/Integration services ("Services") to Hospital, as detailed under applicable statement of work ("Statement of Work" or "SOW").

b. In rendering Services, Product Supplier agrees to devote commercially reasonable efforts. Hospital agrees to devote commercially reasonable efforts to support the activities of the Product Supplier in any reasonable technical, administrative and commercial way and to provide Product Supplier with documentation, statements and credentials which shall allow Product Supplier to provide Services to Hospital. The Hospital agrees to support the activities of the Product Supplier in reasonable technical, administrative and commercial way and to provide Product Supplier inputs, documentation, statements and credentials available to Hospital which shall allow Product Supplier to perform its duties and responsibilities hereunder. Either party may request change(s) to the Services in writing ("**Change Order**") in a change request form as per Annexure A-1, in the event of any proposal to make change(s) to the agreed scope of Services, Deliverables, project schedule, Fees, or any other aspect of the applicable Statement of Work.

2.Product & Resources: A notice of not less than two (2) month shall be provided by the Hospital to replace or ramp up or ramp down the Product Supplier's Product or resources. Parties agree that Product Supplier has a right to replace any resource(s) deployed on project after giving a prior written notice of at least 15 days to the Hospital.

3.Payments:

a. The payment should be made in the name of "**Moxie Labs Private Limited**" payable

Nalin Bhatnagar
Registrar
Swami Rama Himalayan University

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in India. Product Supplier shall raise invoices to Hospital as per schedule agreed under the applicable SOW. All fees are payable to Product Supplier within seven (7) days from the date of receipt of invoice or expense report by Hospital. Rates shall be exclusive of all applicable taxes. Hospital shall be responsible for the payment of all applicable taxes. Further, Product Supplier may retain rights in the Services for which amount is outstanding.

b. Parties agree that hospital shall have a right to withhold any payment or invoice against which the Product Supplier has not fulfilled its obligation as per the statement of work. The Hospital shall only release such payment after the product or resource of the product supplier works as per its specification and satisfaction of the Hospital.

4. Approval Process: Within seven (7) days following receipt of the Deliverable by Hospital ("Acceptance Period"), Hospital shall complete acceptance testing in accordance with acceptance criteria detailed out under the applicable SOW or Deliverables, and provide conformance/acceptance non-conformance of the Deliverables. In case Hospital notifies any non-conformity related to the Deliverables within Acceptance Period, Product Supplier shall rework on such non-conforming Deliverables and provide corrected Deliverables within mutually agreed period. No additional fees will be charged for correcting such Non-conformance, identified within Acceptance Period. Once the non-conformance deliverables are corrected and supplied by the Product Supplier to the hospital, the hospital shall complete acceptance testing Within seven (7) days following receipt of the corrected Deliverable by hospital. In case the Hospital fails to provide acceptance or non-conformance of Deliverables within Acceptance Period, the Deliverables shall be deemed to be accepted by Hospital.

5. Confidentiality: Confidential information shall mean any information disclosed by one party to the other party, in any form including without limitation documents, business plans, source code, software, technical/ financial/ marketing/ customer/ business information, specifications, analysis, designs, drawings, data, computer programs, any information relating to personnel or affiliates of a party and include information disclosed by third parties at the direction of a Disclosing Party and marked as confidential within 15 days of such disclosure. Confidential Information shall however, exclude any information which (i) is/ was publicly known or comes into public domain; (ii) is received by the Receiving Party from a third party, without breach of this Agreement; (iii) was already in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party; (iv) is permitted for disclosure by the Disclosing Party

in writing; (v) independently developed by the Receiving Party without use of Confidential Information; (vi) is required to be disclosed by the Receiving Party pursuant to any order or requirement from court, administrative or governmental agency, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such order or requirement and an opportunity to contest or seek an appropriate protective order. The Receiving Party agrees not to use any Confidential Information for any purpose except for conducting business with the Disclosing Party, or otherwise agreed in writing.

6. Intellectual Property Ownership:

- a) All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Product Supplier or its personnel during the course of performing Hospital's work (collectively, the "Deliverable") shall belong to Product Supplier.
- b) In case Product Supplier uses its pre-existing intellectual property ("Product Supplier Pre-Existing IP") in a particular SOW for providing Deliverables or Services, Product Supplier grants to Hospital a perpetual, non-exclusive, worldwide, transferable, royalty-free license to use such Product Supplier Pre-Existing IP solely along with the Deliverables.
- c) Product Supplier shall not be responsible for matters relating to or arising from (a) modification or combination of Deliverables with any hardware, software, data, or other materials not approved by Product Supplier; or (b) Hospital's failure to comply with the instructions or requirements specified in documentation provided by Product Supplier; or (c) Product Supplier's compliance with Hospital's specifications, design or requirements with respect to Deliverables. (d) Hospital's use or deployment of Services or Deliverables for any illegal or unlawful or unauthorized purpose.

7. Limitation of Liabilities:

IN NO EVENT PARTIES SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF REVENUE OR LOSS OF BUSINESS PROFITS, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Warranty Disclaimer: PRODUCT SUPPLIER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, STATUTORY, OR IN ANY COMMUNICATION BETWEEN THEM, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

9. Support Service:-

a. The Product supplier shall give 24*7 support service to the hospital till the completion or termination of this agreement. In case of any major breakdown or failure in the services/resources and deliverables of the product suppliers occurs, due to any reason what so ever, the Product supplier shall provide its support service within 48 hours of the receipt of such information / complaint from the Hospital.

b. That where the Product supplier fails to make the services/resources and deliverables fully functional as per the statement of work within mutually agreed period, the Hospital shall have the right to impose penalty for the revenue losses incurred by it, on a daily-basis for the non-working days of the services/resources and deliverables, on the Product supplier.

10. Arbitration :-

All disputes and or/difference hereunder shall be resolved through joint discussion by both the parties. However, if the dispute are not resolved mutually, the same shall be resolved by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of Arbitration proceedings shall be at Dehradun. The decision of the Arbitrator shall be binding on both the parties.

11. Non-Solicitation: During the term of this Agreement and for three (3) year thereafter, neither party will nor will attempt, directly or indirectly recruit, cause to be recruited, solicit or induce any resources of the other party to terminate his or her relationship with such other party.

12. Term and Termination:

a. **Term:** The Agreement is effective for a period of five years from the Effective Date, unless terminated earlier as per provisions of this section. It will be renewed after five years, after mutual agreement of both the Product supplier & Hospital.

b. **Termination for convenience:** The Agreement or a Statement of Work may be terminated by either party without cause upon Thirty (30) days prior written notice to the other party.

c. **Termination for cause:** Either party may terminate the Agreement or a Statement

of Work (a) with thirty (30) days' notice if other party materially breaches the terms of the Agreement or the applicable Statement of Work or (b) immediately, in following events: (i) the other party becomes or applies for insolvency, bankruptcy, reorganization or liquidation, (ii) an order for relief under the applicable bankruptcy or insolvency law has been issued or applied for by other party.

d. Consequences of Termination:

- a. Hospital agrees that, Product Supplier will be compensated for all the Services rendered till the date of termination of the Agreement or SOW and such payments shall be made by Hospital to Product Supplier immediately upon receipt of invoices by the Hospital.
- b. The Product supplier agrees that it shall provide all the services/resources and deliverables to the Hospital till the date of termination of the Agreement or SOW and in case the product supplier fails to do so the hospital shall have the right to withhold his payment in this regard.

13. Notices: All notices hereunder shall be given in writing by hand delivery, courier service, email at the addresses set forth below:

To Product Supplier:

Moxie Labs Private Limited

C903, Supertech icon, Nyay Khand -1
Indirapuram, Ghaziabad - 201010
manish.srivastava@moxie.one
Attention: Manish Srivastava

To Hospital

Swami Rama Himalayan University

Swami Ram Nagar, Jolly Grant,
Dehradun - 248016
reg@srhu.edu.in
Attention: Nalin Bhatnagar

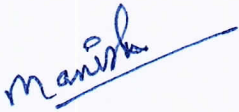
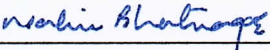
14. Governing law & Jurisdiction: This letter and the relationship between the Product Supplier & Hospital shall be governed by, and construed in accordance with Indian law. The product Supplier shall hereby submit to the jurisdiction of the courts situated at Uttarakhand for the purpose of actions and proceedings arising out of the contract and the courts at Uttarakhand shall have the sole jurisdiction to hear and decide such actions and proceedings

15. Miscellaneous:

- i. **Force Majeure:** Neither Party will be in default nor liable for any delay or failure to comply with this Agreement due to any act beyond the control of the affected Party, provided such Party immediately notifies the other.

- ii. **Assignment.** This Agreement and the rights and obligations under it are not assignable by either Party without the prior written approval of the other Party. There are no intended third party beneficiaries to this Agreement.
- iii. **Subcontract/sublet:** The Product Supplier can subcontract/delegate/sublet the work/its duties and obligations under this Agreement only after prior written approval of the Hospital. Sub-Product Suppliers deployed by Product Supplier under this Agreement shall be abiding by terms and conditions of this Agreement.
- iv. **Entire Agreement;** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Product Supplier for Hospital and contains all the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever, parties reject any and all additional terms in standard purchase orders, invoice or website of the either Party. Each Party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by both parties and delivered to the party to be charged. This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which taken together will constitute one and the same Agreement. A facsimile copy of a signature will be deemed on original signature.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date written above.

Moxie Labs Pvt Ltd (PRODUCT SUPPLIER)  Signature <u>MANISH SRIVASTAVA</u> Print Name <u>DIRECTOR</u> Title <u>12-05-2020</u> Date	Swami Rama Himalayan University (HOSPITAL)  Registrar Signature <u>NALIN BHATNAGAR</u> Print Name <u>REGISTRAR</u> Title <u>12-05-2020</u> Date
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MOXIE Platform
Statement of Work
for
Setup & Rollout of Tele-Medicine Services
V1.0

Nashin Mathraps
Registrar
Swami Rama Himalayan University

Manish

Statement of Work

This Statement of Work ("SOW") dated May 12th, 2020 ("Effective Date") is made part of the Master Service Agreement executed between **Swami Rama Himalayan University** ("Hospital") and **Moxie Labs Private Limited**. ("Product Supplier") dated **May 07, 2020** ("Agreement"). In the event of a conflict between the terms and conditions of the Agreement and the terms of this SOW, the terms of this SOW shall control only for the purposes of setting the Services performed herein.

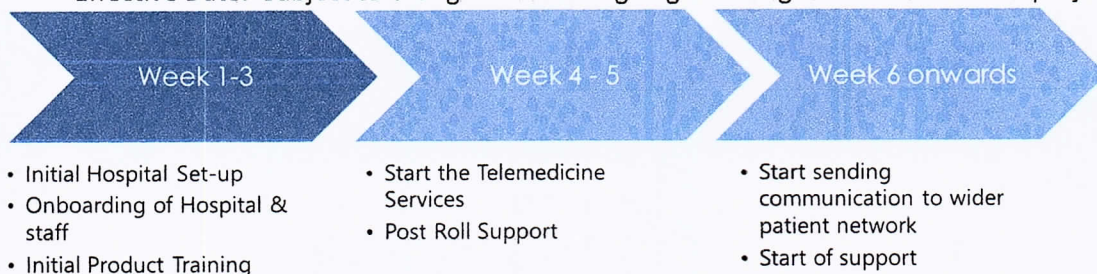
All capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement; all capitalized terms defined herein shall have the meaning set in this SOW.

Parties agree to the following terms herein;

1. Name of the Project: Moxie Tele-medicine Solution Implementation and on-going support

2. Duration:

- a. **Initial Roll Out: 5 weeks (3 weeks to Go-Live + 2 week of Post Go-Live support)** from the Effective Date. Subject to change based on signing of the agreement and actual project kick off.



- b. **On-Going Support** : post roll out till validity of Support agreement.

3. Scope of Work/Services and Deliverables:

- a. **Scope of Work/Services:** For consideration of the Fees as specified below, Product Supplier agrees to provide following Services to Hospital:

Process Area	In/Out Scope
Standard Configuration of Moxie Platform	In Scope
Integration with Existing Hospital Systems	Out of Scope
Tele-Medicine Module of Moxie	In Scope
White labeling of Product	In Scope
Customization of Product	Out of Scope
Third Party Integrations (Payment Gateway etc)	In-scope
Data Migration	Out of Scope

For White labeling a new version of App in play-store & Web Portal will be created and it will be branded as *"HimSanjeevani – An Initiative of Himalayan Hospital & Moxie Labs"*

b. Configuration Detail on Scoped Services:

Standard Configuration	
- Set up the Hospital in Moxie with - Departmental Setup - Doctors - Admin Module	- Setup for initial 30 users (as Doctors) as suggested by Hospital - Setup of Departments - In Future more doctors and departments can be created as required
Out of Scope	
- Any Customisation in the Platform - Data Migration from any existing System - Third Party Integration - Marketing Analytics	

NOTE : Some of the out of scope functionality can be picked up as Change Request later as on request from Hospital. Template of Change request is in Annexure A1 of this SoW document.

4. Assumptions:

- Estimates provided in the proposal are based on a high-level understanding of the requirements and use cases. The estimates are subject to change if there is change in requirements
- Scope of this SOW assumes configuring standard Moxie features listed above. Any customization or additional development of features is out of scope of this SOW beyond 10 hours estimated for the same.
- Hospital will lead coordination efforts between all vendors to make sure requirements are understood, implementation plans are in sync and user acceptance testing and final go-live.
- Integration of Moxie with any other system is out of scope of this SOW
- Any Data migration apart from listed above OR Incremental data load is out of scope of this SOW
- Any data to be migrated, as listed in the scope above, will be provided in requested format and any kind of data cleanup, preparation or modification is out of scope of this SOW
- Scope is limited to out of the box approval process configuration and implementation for transactions and entities
- Email/PDF Templates configuration is out of scope of this SOW other than mentioned in the scope above.
- Any customization of roles, dashboards and reports is out of scope of this SOW
- Data required for configuration of items will be provided on or before start of the Project
- Solution will work only in web browsers supported by Moxie, Product Supplier will not support any browser that is not supported by Moxie
- Hospital will provide points of contact to resolve queries, review documents and demos
- Pre-requisite: Hospital would accept the feature requirements / test cases captured by Product Supplier
- Limitation: Any limitation of the platform would limit / restrict the feature implementation of the application

5. Obligations of parties:

- a. Hospital's Obligations: Hospital will fully respond within three (3) business days to all requests by Product Supplier for information, feedback and decisions regarding any services to be provided under this SOW. Should HOSPITAL fail timely to respond to any such request, Product Supplier reserves the right to put the project 'on-hold' until required information is provided by HOSPITAL.
- b. Product Supplier's Obligations:
 - All services will be delivered remotely from Indian office of Moxie Labs. Services will be provided on standard, 8-hour workdays, Monday through Friday, excluding scheduled holidays.
 - To notify the Hospital on issues where failure to respond poses a risk of invalidating the original quote if Hospital fails to respond in another 3 days

6. **Exclusions:** Any service that is not explicitly listed in 3(a), (b) is out of scope for this engagement.

7. Acceptance Criteria and Process:

- a. Acceptance Criteria: System is running in production per requirements mentioned in 3(a), two (2) weeks post go live.
- b. Approval Process: As per terms and conditions of Section 4 (Approval Process) of the Agreement.


Registrar
Swami Rama Himalayan University



8. Fees

One off – Roll Out

Heads	Charges	Assumptions
Initial Set-up	₹ 0 (Waived Off)	Initial set up includes a. Infra & Organisation set up at Moxie Site b. On-boarding of Departments, Doctors, Assistants, Admin
Training & On-site support (For roll out)	₹ 0 (Waived Off)	a. 5 Days - On-boarding & Initial Training of Doctors etc. b. 5 Days - Post Training hand holding support at Hospital
Creation of New version of White-labelled Platform for SRHU	₹	- Creation of New product instance in a separate Server & Branding - Configuration changes to make white-labelled Product ready - Necessary Product changes
Note : this significant effort is one off work required before Roll-out of Himalayan-Moxie Version of Platform		
Licence fee for White-labelled Platform for SRHU	₹ 0 (Waived Off)	

On-going Tele-Consultation charges

- a. Charging will be done for each consultation basis.

Each teleconsultation will be charged to Patient as per below Table

HEAD	CHARGES during Initial Period	CHARGES after Initial Period
Teleconsultation charges	₹ 30 It will be only Registration Fee and Consultant's Fee will be waived off.	₹ 400-1000 as decided by management for individual consultant It will be only Consultant's Fee and Registration Fee will be waived off.

- b. Charges of one Tele-consultation,

PHASE 1 – WHEN PATIENT IS NOT PAYING FOR CONSULTANT'S FEE:

Assuming Patients will not be paying for Consultant's fee for Tele-consultation services for initial period, as decided by Hospital.

HEAD	CHARGES	PAYBLE
Infrastructure charges (Cloud Server, Video Services, SMS etc) + Support Charges	₹ 8	₹ 8
Moxie Platform License fee	₹ 10	₹ -
Payment Gateway charges - 2.36% of transaction value of ₹30 for each consultation (Registration charges only)	₹ 0.7	₹ 0.7
Net Payable Charges Per Tele-consultation	₹ 18.7	₹ 8.7

nealin Bhatnagar
Registrar
Swami Rama Himalayan University

Manish

PHASE 2 – WHEN PATIENT PAYS FOR CONSULTANT'S FEE:

As per decision of Hospital, platform will be enabled to accept digital payments from Patients for Teleconsultation services.

HEAD	CHARGES	PAYBLE
Infrastructure charges (Cloud Server, Video Services, SMS etc) + Support Charges	₹ 8	₹ 8
Moxie Platform License fee	₹ 10	₹ 5
Payment Gateway charges - 2.36% of transaction value Assuming Average doctor fee of ₹ 500 for each consultation This will vary as per the fee of respective consultant decided by the Hospital Management.	₹ 11.8	₹ 11.8
Net Payable Charges Per Tele-consultation	₹ 29.8	₹ 25.8

NOTE

1. Platform Charges covers everything, no additional License fee or AMC is required
2. Taxes are excluded
3. No charges for Patient portal or App for Any number of Patient Network
4. No Additional Subscription for Nursing Staff, Consulting doctors, Pharmacist, Assistants or Admin roles
5. Assuming Max duration of 10 mins for each consultation

9. Payment schedule:

A) There will be two Scenarios of Payment settlements.

a. When patients are not charged for teleconsultation services.

Invoices shall be raised as per the timelines specified in the table below:

Sr. No.	Invoicing Date (from effective date)	Invoicing Amount (US\$/INR)
1	Week 0 (Project Kick-Off)	-
2	Week 6 (Go-Live + Post Go-Live Support)	-
3.	Monthly at End of each Month	As per Total Number of Tele-consultations given on Platform

b. When Patient pays through Digital Payment Gateway of Moxie Platform.

- i. Moxie will settle the fee collected through digital payment gateway, as per timelines in the below table.
- ii. Settlement amount will be Total Fee collected from patients less Platform & Payment Gateway Charges as per section 8.

Sr. No.	Settlement Date (from effective date)	Settlement Amount (US\$/INR)
1	Week 0 (Project Kick-Off)	-
2	Week 6 (Go-Live + Post Go-Live Support)	-
3.	Monthly at End of each Month	As per Total Number of Tele-consultations given on Platform

B) Fees specified in the table above are exclusive of applicable taxes and shall be charged extra, as per terms of the Agreement.

C) Payments under this SOW shall be made as per the terms of the Agreement.

10. Addition of any other services or Module (digital OPD, IPD, Online appointments etc) : Post Initial Roll out Hospital can increase the usage of platform by rolling out other modules of platform. A separate Change request (CR), can be raised for adding more modules. CR format is given in Annexure A1.

11. Change Request: No terms of this SOW will be modified or amended, except by, execution of the change order in the form attached as Annexure A-1 or through a written amendment signed by the parties.
SOW approved and acknowledged.

On behalf of **HOSPITAL**



Signature **Registrar**
Swami Rama Himalayan University

NALIN BHATNAGAR

Print Name

REGISTRAR

Title

12-05-2020

Date

On behalf of **PRODUCT SUPPLIER**



Signature

MANISH SRIVASTAVA

Print Name

DIRECTOR

Title

12-05-2020

Date

Template - Change Request # ____

This **Change Request # ____** dated <<Date>> ("Effective Date") is made part of the Statement of Work ("SOW") dated <<Date>> between **Swami Rama Himalayan University** ("Hospital") and **Moxie Labs Private Limited**. ("Product Supplier") pursuant to, and governed by the terms of the Master Service Agreement executed between Hospital and Product Supplier dated **12-05-2020** ("MSA" or "Agreement").

All capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement and/or SOW.

Effective ____, requested changes are as follows:

1. **SOW: Section 2: Duration:** [Define the new timelines, if there is a change]
2. **SOW: Section 3: Scope of Work:** [Describe revised scope, changes in the Milestones if there is a change]
3. **SOW: Section 8: Fees:** [Please state the revised fees, if the impact is there]
4. **SOW: Section ____:** [Please specify if there is any change]

Change Request # ____, approved and acknowledged.

On behalf of **HOSPITAL**

On behalf of **PRODUCT SUPPLIER**

Signature

Nalin Bhatnagar
Registrar
Swami Rama Himalayan University

NALIN BHATNAGAR

Print Name

REGISTRAR

Title

12-05-2020

Date

Signature

Manish

MANISH SRIVASTAVA

Print Name

DIRECTOR

Title

12-05-2020

Date