

SOFTWARE ACQUISITION AGREEMENT

This Software Acquisition Agreement is made on 04 September 2021, by and between GMP Software Pvt Ltd with its principal place of business at 105, Granate Bay, Near Four Point Shereton Hotel, Viman Nagar Pune 411014. and West Coast Pharmaceuticals Works Ltd, with its principal place of business at Meldi Estate, Near Prasang Party Plot, Opp. Sola Bhagwat, Sayona City Road, Gota, Ahmedabad - 382481 GUJARAT

RECITALS

- A. GMP Software Pvt. Ltd owns all rights, title, and interest in and to that certain computer program and documentation identified as PaperLess GMP Software developed by GMP Software Pvt Ltd, the functional specifications for which are set forth in Exhibit A here to;
- B. GMP Software Pvt. Ltd desires to sell, assign, grant, convey, and transfer the PaperLess GMP Software to – West Coast Pharmaceuticals Works Ltd, and West Coast Pharmaceuticals Works Ltd desires to buy and acquire the Software, in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMP Software Pvt. Ltd and West Coast Pharmaceuticals Works Ltd; West Coast Pharmaceuticals Works Ltd intending to be legally bound, hereby agree as follows.

AGREEMENT

1. DEFINITIONS

- 1.1. Software means, collectively, the full retail version of the Software, as specified in Exhibit A, delivered to West Coast Pharmaceuticals Works Ltd in source code and object code forms on diskette, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the current retail version, plus all User Documentation.
- 1.2. System Documentation means all documentation used in the development and updating of the Software, including but not limited to, design or development specifications, error reports, and related correspondence and memoranda.
- 1.3. User Documentation means the end-user instruction manual that usually accompanies the Software instructing end users in the use of the Software in both printed and electronic form, Validation Documents Such as Installation, Operational and Performance qualifications
- 1.4. Software Trade Secret means any scientific or technical information, design, process, procedure, formula, or improvement included in the Software that is valuable, not generally known in the industry, and gives the owner of the Software a competitive advantage over those competitors who do not know or use such information.

2. CONVEYANCE OF RIGHTS

- 2.1. GMP Software Pvt.Ltd hereby transfers, grants, conveys, assigns, and relinquishes exclusively to West Coast Pharmaceuticals Works Ltd all of right, title, and interest in the intangible property constituting the Software, in perpetuity (or for the longest period of time otherwise permitted by law), including the following corporeal and incorporeal incidents to

the Software:

- A. Title to and possession of the media, devices, and documentation that constitute all copies of the Software, its component parts, and all documentation relating there to, possessed or controlled by, which are to be delivered to West Coast Pharmaceuticals Works Ltd pursuant to Section 3 of this Agreement;
- B. All Copyright interests owned or claimed by GMP Software Pvt.Ltd So pertaining to the Software, including (without limitation together with all other copyright interests accruing by reason of international copyright laws or conventions;
- C. All right, title, and interest of GMP Software Pvt.Ltd in and to the inventions, discoveries, improvements, ideas, trade secrets, know-how, confidential information, and all other intellectual property owned or claimed by GMP Software Pvt.Ltd pertaining to the Software; and
- D. All right, title, interest, and benefit of GMP Software Pvt.Ltd in, to, and under all agreements, contracts and licenses, entered into by GMP Software Pvt.Ltd, or having GMP Software Pvt.Ltd as a beneficiary, and pertaining to the Software, as set forth in Exhibit B.

3. DELIVERY AND INSTALLATION OF SOFTWARE

- 3.1. Within ten (10) days after the effective date of this Agreement, GMP Software Pvt.Ltd shall start installation Software on its own cloud server or on West Coast Pharmaceuticals Works Ltd server or on cloud server as per mutually agreed terms
- 3.2 GMP Software Pvt. Ltd shall complete installation and CFR compliant validation of Software after necessary changes in not more than 6 months from the date of Agreement of software.

4. PAYMENT

- 4.1. Purchase Price. In consideration for GMP Software Pvt.Ltd execution of this agreement and performance of the terms and conditions contained herein, West Coast Pharmaceuticals Works Ltd agrees to pay to GMP Software Pvt.Ltd as per Proforma Invoice No.: GMP/PF/0821/43 Date: 2021-08-30 And as per payment terms agreed mutually.
- 4.2. Taxes. The amount payable to GMP Software Pvt.Ltd by West Coast Pharmaceuticals Works Ltd under this Section 4 is inclusive of any national, state or local sales, use, value-added or other taxes, customs duties, or similar tariffs and fees which GMP Software Pvt.Ltd may be required to pay or collect upon the delivery of Software or upon collection of the fee.

5. WARRANTIES OF TITLE

- 5.1. GMP Software Pvt.Ltd represents and warrants that:
 - (a) West Coast Pharmaceuticals Works Ltd shall receive, pursuant to this Agreement as of the Effective Date, complete and exclusive right, title, and interest in and to all intangible property rights existing in the Software, except for those matters addressed in Section 6 of this Agreement.
 - (b) GMP Software Pvt.Ltd has developed the Software entirely through its own efforts for its own account and that the Software is free and clear of all liens, claims, encumbrances, rights, or equities whatsoever of any third party.
 - (c) the Software does not infringe any patent, copyright, or trade secret of any third party;
 - (d) the Software is fully eligible for protection under applicable copyright law and has not been forfeited to the public domain; and that the source code and system specifications for the Software have been maintained in confidence, PaperLess GMP is registered Trade Mark owned by director Cyclone Pharmaceuticals Pvt Ltd Sachin Bhalekar Trade Mark Number: 3919681 and Cyclone Pharmaceuticals Pvt Ltd and GMP

Software Pvt Ltd is authorized to use the same;

- (e) all personnel, including employees, agents, consultants, and contractors, who have contributed to or participated in the conception and development of the Software either (1) have been party to a work-for-hire relationship with GMP Software Pvt.Ltd that has accorded GMP Software Pvt.Ltd full, effective, and exclusive original ownership of all tangible and intangible property arising with respect to the Software or (2) have executed appropriate instruments of assignment in favor of GMP Software Pvt.Ltd as assignee that have conveyed to GMP Software Pvt.Ltd full, effective, and exclusive ownership of all tangible and intangible property thereby arising with respect to the Software;

6. EXISTING AGREEMENTS

- 6.1. GMP Software Pvt.Ltd represents and warrants that the only rights in the Software it has granted to third parties were granted pursuant to the individual license copies.
- 6.2. GMP Software Pvt.Ltd represents and warrants that each Agreement is in full force and effect in accordance with its terms without modification or amendment and without default by either party thereto; that each End-User Agreement grants the licensee thereunder solely the nonexclusive right and license to use the Software, for internal purposes only, on a single central processing unit; that each End-User Agreement provides only for rendering of services (including warranty coverage, maintenance, and support) that, to the extent required to have been performed as of the effective date of this Agreement, have been performed in full; and that each End-User Agreement is freely assignable to and assumable by West Coast Pharmaceuticals Works Ltd pursuant to this Agreement, without the requirement of obtaining any consent or approval, giving any prior or subsequent notice, paying any further royalty or fee to any party thereto or to any other third party, or performing any duty that has not already been fully performed by GMP Software Pvt.Ltd.

7. FURTHER ASSURANCES

- 7.1. GMP Software Pvt.Ltd shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the license copy ownership of the Software to West Coast Pharmaceuticals Works Ltd therefore agrees:
 - a) To execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Software;
 - b) To provide testimony in connection with any proceeding affecting the right, title, or interest of West Coast Pharmaceuticals Works Ltd in the Software; and
 - (c) To perform any other acts deemed necessary to carry out the intent of this Agreement

8. PROTECTION OF TRADE SECRETS

- 8.1. The parties agree to hold each other's Confidential Information following the Effective Date of this Agreement. The parties agree, that unless required by law, they shall not make each others Confidential Information available in any form to any third party or to use each others Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 8.2. A partys "Confidential Information" shall not include information that:
 - (a) is or becomes a part of the public domain through no act or omission of the other party;
 - (b) was in the other partys lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party;

- (c) is lawfully disclosed to the other party by a third party without restriction on disclosure;
- (d) is independently developed by the other party; or (e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient timely advises the disclosing party of the governmental demand for disclosure).

8.3. Notwithstanding Sections 8.1 and 8.2, GMP Software Pvt.Ltd agrees that from and after the Effective Date, and for so long thereafter as the data or information remains Software Trade Secrets, GMP Software Pvt. Ltd shall not use, disclose, or permit any person not authorized by West Coast Pharmaceuticals Works Ltd to obtain any information, except as specifically authorized by West Coast Pharmaceuticals Works Ltd

9. ACKNOWLEDGMENT OF RIGHTS

9.1. In furtherance of this Agreement, GMP Software Pvt.Ltd here by acknowledges that, from and after the effective date of this Agreement, West Coast Pharmaceuticals Works Ltd has acceded to all of GMP Software Pvt.Ltd's right, title, and standing to:

- (a) Receive all rights and benefits pertaining to the Software License and the Agreements;
- (b) Defend and compromise any and all such action, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and perform all other such acts in relation thereto as West Coast Pharmaceuticals Works Ltd, in its sole discretion, deems advisable.

10. LIMITED WARRANTY; SUPPORT

- 10.1 GMP Software Pvt.Ltd represents and warrants that the Software conforms in all material respects to the functional Specifications set forth in Exhibit A. With that sole exception, OWNER ASSIGNS THE PROGRAM TO WEST COAST PHARMACEUTICALS WORKS LTD "AS IS," AND OWNER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE PROGRAM, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. West Coast Pharmaceuticals Works Ltd exclusive remedy for breach of the foregoing warranty shall be to require GMP Software Pvt.Ltd to correct any material nonconformance to such Specifications or modifications for functionality without extra charges
- 10.2. For a period of 3 months from installation Date, GMP Software Pvt.Ltd shall provide engineers, trainers who are presently employees or consultants to GMP Software Pvt Ltd, and who are the most knowledgeable of the Software, to provide consulting services to West Coast Pharmaceuticals Works Ltd All salaries, benefits and other obligations to these engineers shall be paid by GMP Software Pvt Ltd.
- 10.3. From the installation Date, GMP Software Pvt.Ltd shall provide primary warranty support for the Software pursuant to GMP Software Pvt Ltd.'s standard warranty policy. Such support shall not be materially different than the support provided by Software Company for the Software preceding the installation Date.
- 10.4 If West Coast Pharmaceuticals Works Ltd is having provision for installation of the Software License Copy on their own established server GMP Software Pvt.Ltd will provide full support for installation and execution of software functions, specifications, however GMP Software Pvt. Ltd will not take responsibility for any data loss or server crash in any circumstances, purchasing standby server or making alternate arrangement to safeguard data is responsibility of West Coast Pharmaceuticals Works Ltd

11. INDEMNITY

- 11.1. Indemnification. GMP Software Pvt.Ltd will defend, at its sole expense, any claim, suit or proceeding brought against West Coast Pharmaceuticals Works Ltd which is based upon a claim that (i) the Software infringes any patent, copyright, or trade secret, provided West Coast Pharmaceuticals Works Ltd gives GMP Software Pvt.Ltd written notice within thirty (30) days of receiving notice of such claim and provides GMP Software Pvt.Ltd reasonable cooperation in the defense of the claim. GMP Software Pvt.Ltd will pay any damages and costs assessed against West Coast Pharmaceuticals Works Ltd (or payable by West Coast Pharmaceuticals Works Ltd pursuant to a settlement agreement) in connection with the proceeding.
- 11.2. Remedies of West Coast Pharmaceuticals Works Ltd In the event that a court directs West Coast Pharmaceuticals Works Ltd to cease use of the Software, GMP Software Pvt.Ltd will either (i) modify the Software so that it is no longer infringing, or (ii) procure for West Coast Pharmaceuticals Works Ltd the rights necessary for West Coast Pharmaceuticals Works Ltd GMP Software Pvt.Ltd to exploit the Software at no expense to West Coast Pharmaceuticals Works Ltd If GMP Software Pvt.Ltd is unable to comply with either subsection (i) or (ii), West Coast Pharmaceuticals Works Ltd, at its option may either replace the infringing portions of the Software with non-infringing software at Cyclone Pharmaceuticals Pvt. Ltd.'s expense.

12. MISCELLANEOUS

- 12.1. Binding. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns.
- 12.2. Choice of Law. This agreement shall be governed by and construed in accordance with the laws set forth by Constitution of India as applied to agreements entered into and to be performed entirely within India between Indian residents. The application of the national Convention for Contracts for the International Sales of Goods is hereby expressly excluded.
- 12.3. Notices. Any notices given by either party hereunder will be in writing and will be given by personal delivery, national overnight courier service, or by Indian Post, certified or registered, postage prepaid, return receipt requested, to GMP Software Pvt.Ltd or West Coast Pharmaceuticals Works Ltd at their respective addresses specified above. All notices will be deemed effective upon personal delivery.
- 12.4. Entirety and Amendment. This Agreement and all exhibits hereto constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, any representations or communications. The terms of this Agreement may not be amended except by a writing executed by both parties.
- 12.5 Force Majeure. Neither party will be in default if its performance is delayed or becomes impossible or impractical by reason of any major cause beyond such party's reasonable control. However, both parties are liable to follow the timeline mutually agreed upon. Deviation from the timeline by reasonable amount shall be liable to penalty to any and both parties.
- 12.6 All disputes shall be resolved through mediator however if any legal court proceeding shall be executed in the jurisdiction of Ahmedabad, Gujarat

By:

GMP Software Pvt.Ltd

West Coast Pharmaceuticals Works Ltd

