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Date: 20 JAN 2026, 02:38 PM  
Purchased By:  
SHYAM SUNDER  
S/o MALLAM AKHILANAND  
R/o HYD  
For Whom  
\*\* SELF \*\*

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D SHRUTHI  
LICENSED STAMP VENDOR  
Lic. No. 15-27-015/2014  
Ren.No. 15-07-074/2026  
H.NO. 1-4-8/6/272, SATYA  
NAGAR, KOTHAPET  
VILLAGE, UPPAL MANDAL,  
MEDCHAL MALKAJGIRI  
DISTRICT  
Ph 9849782020

## MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is made and entered into on 20<sup>th</sup> January 2026, between:

1. Indian Association of Occupational Health, having its office at Shop No 4, Krishna Kamal Apartment, Mithaghar Rd, Patil Nagar, LIC Housing Colony, Mulund East, Mumbai, Maharashtra 400081, represented by its authorized office bearers from time to time (Dr. Hitesh M Shingala - President, IAOH, Dr. Dharmesh Parekh - Hon. Gen Secretary, IAOH for 2024-2026) (hereinafter referred to as "Client"),

AND

2. VDo Technologies, a brand operating under Showease Technologies LLP, having its office at Sikh Road, Uma Nagar Colony, Sikh Village, Gunrock Enclave, Secunderabad, Telangana 500009, represented by Mr. Shyam Sunder, Managing Director (hereinafter referred to as "Service Provider").

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## **1. Purpose**

This Agreement defines the terms for governing a long-term professional understanding between the Client and the Service Provider for the provision of IT, digital, and event technology services, as per project proposals mutually approved from time to time.

It also includes support for the Client's CME programmes, webinars, and future events for both the Central and Regional Chapters of IAOH, with the Service Provider acting as a growth partner to help strengthen and expand the Association's activities on mutual written consensus from time to time.

## **2. Scope of Services**

The Service Provider shall provide services as outlined in Annexure A and any future projects mutually agreed upon by both parties. The deliverables and associated costs are detailed in Annexure A, which forms an integral part of this Agreement.

## **3. Execution Responsibility**

The Service Provider shall execute all services such as execution, development, coordination, and delivery of services directly and shall not subcontract without prior written consent. The Service Provider shall ensure professional competence, timelines, compliance with applicable laws, and industry best practices.

## **4. Invoicing and Payment Schedule**

All invoices to the Client will be raised under the legal entity VDo Technologies, a brand operating under **Showease Technologies LLP**, and payments shall be made to the following bank account:

**Bank Name:** Axis Bank, Sanjeeva Reddy Nagar Branch, Hyderabad  
**Account Name:** Showease Technologies LLP

**Account No:** 925020007929377

**IFSC Code:** UTIB0000289

## **Payment Terms & Schedule**

The project payments shall be made in the following milestones tied to completion stages:

-50% — upon signing of this Agreement and project kick-off.  
-50% — upon final implementation, deployment, and handover.

Payments shall be made as per milestones defined in Annexure A. Invoices shall be payable within 30 days.

## **5. Intellectual Property Rights**

All deliverables, source code, designs, data, documentation, credentials, and work products developed under this Agreement shall be treated as “Work Made for Hire” and shall vest exclusively with the Client upon full payment. The Service Provider irrevocably assigns all intellectual property rights to the Client. Any third-party tools shall be disclosed and licensed perpetually to the Client.

## **6. Confidentiality & Data Protection**

Both Parties shall maintain strict confidentiality of all business, technical, and personal data. The Service Provider shall comply with applicable data protection laws and notify the Client within 24 hours of any data breach. Confidentiality obligations shall survive for ten (10) years after termination.

## **7. Service Legal Agreement & Penalties**

Service levels including response time, resolution time, uptime commitments, and event support shall be defined in Annexure A. Failure to meet SLA metrics may attract service credits or financial penalties as specified in Annexure A.

## **8. Indemnity & Liability**

The Service Provider shall indemnify and hold harmless the Client against any losses, claims, damages, or liabilities arising from breach of this Agreement, IP infringement, data breach, negligence, or statutory non-compliance.

## **9. Force Majeure & Business Continuity**

Neither Party shall be liable for failure due to force majeure events. The Service Provider shall maintain adequate business continuity and disaster recovery mechanisms.

## **10. Term, Review and Termination**

This Agreement shall take effect from the date of signing and shall remain in force unless and until terminated by either party by providing three (3) months written notice.

The terms of this Agreement, including the scope of services, performance, and fees, may be reviewed by the parties from time to time upon mutual consent. Any

amendments arising from such reviews shall only be effective if agreed in writing and signed by both parties.

If either party terminates this Agreement with less than the required three (3) months written notice, the terminating party shall compensate the other party with an amount equivalent to six (3) months of the agreed Annual Maintenance. This shall serve as payment in lieu of the notice period, unless otherwise mutually agreed in writing.

#### **11. Performance Based Termination**

In the event that the Service Provider fails to maintain the quality, responsiveness, or standard of work expected by the Client, despite reasonable written notices and opportunities to rectify such issues, the Client reserves the right to terminate this Agreement by providing a three (3) month written notice. This notice period shall allow the Service Provider to plan and conclude any ongoing work in an orderly manner.

Upon such termination, both parties shall settle all dues and obligations including project deliverables, creative content, and intellectual materials produced during the course of work up to the effective date of termination. In addition, the Service Provider shall compensate the Client for operational disruption and losses directly arising from such non-performance, equivalent to six (6) months of the Annual Maintenance Fees Annexure A, unless otherwise mutually agreed in writing.

#### **12. Transition and Exit Management**

Upon termination or expiry, the Service Provider shall hand over all credentials, source code, documentation, and data, and provide up to 90 days of transition support at no additional cost. The Service Provider shall not withhold access to any systems or assets.

#### **13. Fees Increment**

A 10% annual increment may be applied after three (3) years, subject to IAOH Committee approval and satisfactory performance to the retainer fee based on the Service Provider's performance during the preceding year for annual maintenance & hosting services.

#### **14. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Hyderabad, Telangana & Mumbai, Maharashtra.

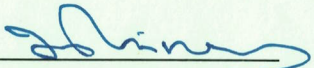
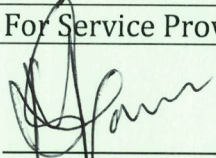
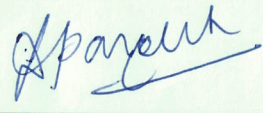
## 15. General Provisions

This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written communications relating to the subject matter herein.

Any amendments or modifications must be made in writing and signed by both parties.

Each party acknowledges that it has read and fully understood the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For Client	For Service Provider
 Dr. Hitesh M Shingala President, IAOH	 Mr. Shyam Sunder Managing Director VDo Technologies
 Dr. Dharmesh Parekh Secretary, IAOH	
Date: <u>11/02/2026</u>	Date: <u>06<sup>th</sup> Feb 2026</u>

## ANNEXURE A – SCOPE OF WORK AND DELIVERABLES (with Costing in INR)

### A. One-Time Setup Costs

SI No	Scope of Work	Amount in INR
1	Website Design & Frontend – Includes responsive layout, mobile optimization, homepage, events/news pages, contact form, and clean UX	Rs 2,95,000/-

2	Admin Dashboard Setup – Web-based backend panel to manage content, members, event listings, and approvals	
3	Membership Form Workflow – Custom fields, validation logic, optional document upload, backend tracking	
4	Payment Gateway Integration – Razorpay/Instamojo setup for membership fee collection with auto-confirmation via email/WhatsApp	
5	WhatsApp Integration – WATI or similar setup to send welcome message and auto-enroll members into WhatsApp broadcast segments - Membership updates post their registrations	
6	Email Automation – Mailjet or Mailchimp setup to send welcome emails and auto-sync for future newsletters and campaigns	
7	Import of Existing Members – Getting the old database and linking to new system	
8	Launch Support & Admin Training	
9	Server & Hosting for all the database and members information	
	<b>TOTAL ONE-TIME COST</b>	
	<b>Discounted Price</b>	<b>2,75,000/-</b>
	<b>GST (18%)</b>	<b>49,500/-</b>
	<b>Total Amount with GST</b>	<b>3,24,500</b>

### B. Annual Maintenance and Hosting

SI No	Monthly Retainer (Ongoing Management + Support)	Amount in Rupees
1	Website Content Management – Monthly updates to homepage, event listings, banners, PDFs, downloadable content	Rs. 20,000/-
2	Membership Management Support – Admin-level help to onboard members, assist in renewals, and correct profile details	
3	WhatsApp Campaign Management – Monthly WhatsApp campaigns (2–4 per month) for reminders, events, renewals using WATI	
4	Email Campaign Management – Design & send newsletters, reminders, and updates through Mailjet/Mailchimp (monthly or on-demand)	
5	Dedicated Account Manager/Tech Support (Mon–Sat, 10:30 AM–7 PM) – Backend fixes, assistance, and help with minor updates or troubleshooting	
6	Dashboard Maintenance – Minor backend improvements, suggestions, performance optimization	
7	Hosting – Annual renewal for hosting	
8	Flyers for Social greetings on special occasion sending out to our members on email	
	<b>Discounted Price on Monthly Retainer</b>	<b>10,000/-</b>
	<b>GST (18%)</b>	<b>1,800/-</b>
	<b>Total Monthly Retainer with GST</b>	<b>11,800/-</b>

### C. Payment Fees, Terms and Conditions

- 50% — upon signing of this Agreement and project kick-off.
  - 50% — upon final implementation, deployment, and handover.
- The above contract shall remain valid for the first five (5) years from the signing of this Agreement. Thereafter, the Annual Maintenance Costs for Website Maintenance & Support may be reviewed by mutual agreement, provided that any increase shall not exceed fifteen percent (10%) of the last agreed rate. Such increase shall not be automatic nor occur annually unless expressly agreed in writing by both parties.

### D. Service Level Agreement

- Response Time: 4 hours
- Resolution Time: 24 hours
- Platform Uptime: \_\_\_ %
- Event Failure Escalation: Immediate

### E. Estimated Delivery Timelines

Sl. No.	Scope of Work	Estimated Delivery Timeline (From Date of Agreement)
1	Website Design & Frontend – Responsive layout, mobile optimization, homepage, events/news pages, contact form, and clean UX	Within 12–14 working days
2	Admin Dashboard Setup – Web-based backend panel to manage content, members, event listings, and approvals	Within 12–14 working days
3	Membership Form Workflow – Custom fields, validation logic, optional document upload, and backend tracking	Within 12–14 working days
4	Payment Gateway Integration – Razorpay / Instamojo setup for membership fee collection with auto-confirmation via Email / WhatsApp	Within 18–20 working days
5	WhatsApp Integration – WATI or equivalent setup for welcome messages and auto-enrollment into WhatsApp broadcast segments	Within 18–20 working days
6	Email Automation Setup – Mailjet / Mailchimp configuration for welcome emails and future newsletters or campaigns	Within 5–6 working days
7	Import of Existing Members – Migration of existing member database and linkage to the new system	Within 18–20 working days

F. Escalation Matrix

**ESCALATION MATRIX (ALIGNED WITH SLA)**

Escalation Level	Issue Category / Trigger (Linked to SLA)	IAOH Contact	Service Provider Contact	Mandatory Response Time	Mandatory Resolution / Action Timeline	Outcome Control Lever
Level 1 – Operational	• SLA response delay	IAOH Web Committee Member	Nikilesh	Within 4 working hours	Within 1 business day	Issue logged, corrective action initiated and tracked
	• Minor functional defect					
	• Non-critical platform issue					
	• Routine event or webinar coordination gaps					
Level 2 – Managerial	• Repeated Level 1 issues	IAOH Web Chairperson	Jagan	Within 1 business day	Corrective Action Plan within 2 business days	Written CAPA agreed; failure recorded for performance review
	• SLA resolution breach					
	• Quality concerns impacting members or delegates					
	• Event execution risk identified					
Level 3 – Executive	• Critical SLA failure	IAOH Hon. General Secretary	Shyam Sunder 9391421 119	Immediate (same business day)	Resolution decision or remediation plan within 3 business days	May trigger service credits, performance review, or termination process
	• Major event disruption / failure					
	• Data security or access risk					
	• Persistent non-performance					
Level 4 – Contractual Review (If unresolved)	• Continued failure post Level 3	IAOH President	Shyam Sunder 9391421 119	Immediate (same business day)	Resolution decision or remediation plan within 3 business days	May trigger immediate termination
	• Material breach of Agreement					
	• Reputational, financial, or operational impact to IAOH					