



MASTER SERVICES AGREEMENT

The Customer hereby retains COFORGE ("COFORGE") which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and affiliates to perform Services in accordance with the specifications set forth in the Statement of Work ("SOW"). The services and functions described in the SOW are hereafter referred to as the "Services".

1. Intellectual Property:

Ownership of Work Product: Customer acknowledges that while performing any Services, COFORGE may create software or other works of authorship (collectively "Work Product"), which will be fully owned by the Customer. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Services (a "Deliverable"), COFORGE hereby grants all ownership rights to Customer for the Deliverables.

Other Materials: Customer agrees and acknowledges that Customer is not obtaining any intellectual property right in or to any materials provided by COFORGE to Customer in connection with the provision of Services to Customer ("third party products or pre-existing IP rights"), other than the rights specifically granted herein of this Agreement. Customer will be entitled to keep and use all Materials provided by COFORGE to Customer, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to COFORGE. In particular, and without limitation, Materials may not be copied electronically or otherwise whether or not for archival purposes, modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. All COFORGE trademarks, trade names, logos and notices present on the Materials will be preserved and not deliberately defaced, modified or obliterated. Customer shall not use any COFORGE trademarks without COFORGE express written authorization.

2. Fees and Payment:

Services Fees. Customer shall pay all fees for each Service as specified in the relevant SOW. Customer shall pay all taxes or other dues as applicable from time to time arising out of the provision of the Services under this Agreement. If the Customer is required by any law to withhold and remit tax to any statutory bodies in the context of any payment made to COFORGE under the Agreement, in that event the Customer is entitled to reduce the payment by the amount of such tax and shall provide COFORGE such taxes certificate evidencing such payment by the Customer.

Payment Terms. All fees are as set forth in the relevant SOW shall be paid by Customer thirty (30) days from invoice unless otherwise specified in the relevant SOW. All charges for T&M Services would be invoiced on monthly basis at the end of the calendar month. All charges for Fixed Price Services will be invoiced upon completion and approval of each individual milestone as agreed in Statement of Work. All payments are non-refundable. Customer shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of

COFORGE). Payments shall be made without right of set-off or chargeback. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. If payment of any fee is overdue, COFORGE reserves the right to suspend the provision of the services until such delinquency is corrected.

The time and material rates shall be subject to increase, upon the completion of first year of the Agreement and every year thereafter, by the applicable cost of living adjustment (COLA) percentage, as Parties may agree, to account for inflation in the geographies from where the Services are being provided, where such rates are agreed between the Parties.

3. **Term and Termination:**

The Agreement shall be effective unless either party gives at least sixty (60) days prior written notice of termination to the other.

3.1 Either party may terminate this Agreement if the other party:

- (a) fails to cure any material breach of this Agreement within 90 days after written notice of such breach.
- (b) ceases operation without a successor; or
- (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party.

Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

3.2 Effects of Termination.

Upon expiration or termination of this Agreement for any reason:

- (a) any amounts owed to COFORGE under this Agreement before such termination will be immediately due and payable.
- (b) each party will return to the other party the Confidential Information of the other party that it obtained during this Agreement; and
- (c) Customer must certify in writing to COFORGE that it has returned or destroyed all COFORGE Confidential Information.

3.3 Survival. Sections: 1(Ownership), 2(Fees and Payment), 3(Term and termination), 4 (Warranty), 6(Data Protection), 8(Limitation of Liability and Damages) and 7(Confidential Information) shall survive any termination or expiration of this Agreement.

4. **Warranty.**

4.1 COFORGE warrants to the Customer that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to standards of the industry. The Services shall be deemed to be accepted by Customer upon sign-off of the deliverables or if the Customer has not provided COFORGE with notice of defect within five (5) days of delivery unless otherwise agreed in the relevant SOW or put such deliverable into commercial use. COFORGE further warrants that the work product will not infringe, misappropriate or violate any intellectual property or other right of any person or entity.

4.2 Mutual warranties

Each party warrants to the other that:

- (a) it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) the execution of this Agreement and the performance of the obligations and duties hereunder does not breach any other agreement to which it is a party or by which it is otherwise bound; and
- (c) it has and shall continue to have all licenses, authorisations, consents, approvals and permits required by applicable Law in order to perform its obligations under this Agreement.

4.3 COFORGE shall provide the Services and Deliverables in accordance with the specifications set forth in the SOW and shall remedy the defects in Deliverables by repairing or, where necessary, replacing the Deliverable in a commercially reasonable time during the Warranty Period, "Warranty Period" means, in respect of a Deliverable thirty (30) days from acceptance for Fixed Price Services and five (5) days upon last day of engagement for Time and Material basis and Services unless otherwise agreed in the relevant Statement of Work. During such period the supplier shall remedy such Deliverable for non-compliance with Services;

4.4 Except as provided in this Agreement, COFORGE disclaims all other warranties, express or implied, statutory or otherwise as to the condition, quality, performance, durability, including any warranties of merchantability or fitness for a particular purpose and all such warranties, conditions, undertakings and terms are hereby excluded, unless expressly set forth in the relevant SOW, to the fullest extent permitted by law.

5. **Third Party Products:** Customer acknowledges that in order for COFORGE to provide the Services, Customer may be required to license and install certain third party software and provide certain third party hardware that are not provided or licensed by COFORGE ("Third Party Products"). It is Customer's responsibility to properly license and install any required Third Party Products from the relevant third party providers. COFORGE will have no liability with respect to any Third Party Products. In the event of a failure by Customer to timely provide Third Party Products as required, COFORGE shall not be liable for any delay in provision of Services.

Cooperation: Customer agrees to provide COFORGE with such cooperation, materials, information, access and support which COFORGE deems to be reasonably required to allow COFORGE to successfully provide the Services, including, without limitation, as may be set forth in an applicable SOW. Customer understands and agrees that COFORGE obligations hereunder are expressly conditioned upon Customer providing such cooperation, materials, information, access and support.

Savings Clause: 1. COFORGE shall not be liable for any failure to perform (or any delay in performing) any of its obligations under either this Agreement or any Statement of Work if the failure or delay results from any of the following (each, a "Saving Cause"):

- 1.1 a failure or delay by the Customer, its affiliates and/or its other contractors in performing any of their obligations having an impact on the provision of Services; or
- 1.2. a failure or delay by the Customer, its affiliates and/or its other contractors in providing COFORGE with the agreed assistance, inputs or facilities set out in or reasonably required in connection with a Statement of Work; or
- 1.3. COFORGE acting in accordance with an express instruction provided by the Customer.

2. COFORGE shall make all reasonable endeavors to continue to provide the Services to mitigate the impact of Saving Cause and Customer shall compensate COFORGE for any additional costs and expenses incurred by COFORGE as a result thereof and the parties also agree to extend COFORGE delivery timelines accordingly.

6. **Data Protection:** Each party shall comply with its obligations under all applicable data protection laws in respect of the Services to be provided under this Agreement. Each party agrees, in respect of any such personal information supplied to it by the other party, to: (a) only act on instructions from the other party regarding the processing of such personal information under this Agreement, if

applicable, and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal information; and (b) comply with any reasonable request made by the other party to ensure compliance with the measures contained in this clause, without delay.

7. **Confidential Information:** Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party, whether or not it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by COFORGE (or its agents) that has not been released to COFORGE community, performance information relating to the Services, and the terms of this Agreement shall be deemed Confidential Information of COFORGE without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's non-disclosure obligation shall not apply to information which the Receiving Party can document:

- (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information;
- (ii) is or has become public knowledge through no fault of the Receiving Party;
- (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation;
- (iv) is independently developed by employees of the Receiving Party who had no access to such information; or
- (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

8. **Limitation of Liability and Damages:** COFORGE shall not be liable for any indirect, special, incidental or consequential damages of any kind (including but not limited to lost profits, loss of use, lost data, interruption of business), under any circumstances or regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise. Either party's total aggregate liability to the other shall be limited to an amount not to exceed the total value of the relevant SOW.

9. **General**

- (a) Dispute Resolution:** If a dispute arises in connection with these terms, the authorised representatives of each party shall formally discuss and amicably resolve the issue within 15 business days of the escalation of the dispute by either party ("Resolution Period"). No party may commence any court proceedings or arbitration in relation to any dispute arising out of these terms until it has attempted to settle the dispute in the Resolution Period provided that the right to issue proceedings for injunctive or interlocutory relief shall not be prejudiced by the delay. In the event of litigation proceedings and to the extent permitted by law, each of the parties hereby knowingly and willingly waives and surrenders such party's right to trial by jury and agrees that such litigation shall be tried to a judge sitting alone as the trier of both fact and law, in a bench trial, without a jury.

- (b) Non-Solicitation:** During the term of this Agreement and for one (1) year thereafter, without the consent in writing, parties shall not approach with a view to making an offer of employment, solicit for hire or hire or engage, (either directly or indirectly), by any third party or end client or any employee or consultant of the other party with whom it has material connection or with whom it has come into contact with or gained knowledge of it through discussions pursuant to this Agreement.
- (c) Amendments and Waivers:** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.
- (d) Governing Law and Jurisdiction:** These terms (and any non-contractual disputes or claims arising in this relation) shall be governed by laws applicable to the entity of COFORGE who is signing the OF.
- (e) Independent Contractors:** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- (f) Notices and Reports.** Any notice or report hereunder shall be in writing to the notice address set forth in the relevant SOW and shall be deemed given:
- (i) upon receipt if by personal delivery;
 - (ii) upon receipt if sent by certified or registered mail (return receipt requested); or
 - (iii) one day after it is sent if by next day delivery by a major commercial delivery service.
- (h) Entire Agreement:** The terms set out herein are a complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this arrangement.