



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 upon full payment of the fees where the Customer requests ownership at the time it is created (unless there is a joint IP being developed by both COFORGE and Customer together). COFORGE shall be entitled to a license back in respect of such developed IP and shall be entitled to commercialise it with its other customers. 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. There shall be no assignment or transfer of any COFORGE's IPRs pursuant to this Agreement and any SOW. COFORGE shall continue to remain the exclusive owner thereof. 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. Except as permitted under the terms of any end user license agreement ("EULA") governing third party IPRs, there shall be no assignment or transfer of any rights in any Third Party IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement and/or any SOW. The third parties owning such IPRs shall continue to remain the exclusive owner thereof and the grant of license rights to Customer (if any) shall be set out in the relevant EULA.

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, withholding or chargeback. Any late payments shall be subject to a service charge equal to 2% per month of the amount due or the maximum amount allowed by law, whichever is higher. If payment of any fee is overdue, COFORGE reserves the right to suspend the provision of the services until such delinquency is corrected. If the Customer objects to any portion of an invoice, the Customer shall so notify COFORGE in writing within five (5) calendar days of receipt of the invoice. If the Customer does not raise any dispute within five (5) calendar days of receiving the invoice, the invoice shall be deemed accepted and will be paid in full.

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 sixty (60) days after written notice of such breach, however the breach cure period in event of delayed payment shall be reduced to fifteen (15) days;
- (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.

Either party may terminate any affected SOW(s) by providing notice to the other party, upon occurrence of a force majeure event that materially prevents the other party from performing its obligations for a period exceeding ninety (90) calendar days

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. **Indemnification and Warranty.**

- 4.1 COFORGE hereby undertakes to indemnify Customer and to keep Customer indemnified at all times against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including legal and other professional advisers' fees) which are made or brought against or incurred by Customer arising directly as a result of: Any claim by a third party that the provision of the Services by COFORGE or the use by or on behalf of Customer of any assets (including computer software) supplied by COFORGE infringes the intellectual property rights of that third party; Provided that COFORGE shall not be liable under this indemnity to the extent that any such claim or breach was the specifications set forth in the SOW (a) caused by any direct or contributory act or omission of Customer or its employees, or (b) the result of the inclusion of any open source or third party materials included in the services or deliverables.
 - 4.2 COFORGE will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such infringement claim, except with prior written consent of COFORGE.
 - 4.3 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 ten (10) days of delivery unless otherwise agreed in the relevant SOW or put such deliverable into commercial use
 - 4.4 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.
 - 4.5 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;
 - 4.6 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, an "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. COFORGE's total aggregate liability to the Customer shall be limited to the fees actually paid by Customer to COFORGE under the relevant agreement during the six (6) month period immediately preceding the date of the claim or 100% of SOW whichever is lower.

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: Customer undertakes that it shall not directly or indirectly solicit, induce, hire, recruit or encourage any of the COFORGE's personnel and/or employee who worked on Customer account in the prior 24 months, to leave their employment, or take away such personnel and/or employee or make an offer of employment or engagement to or attempt to solicit, induce, recruit, hire, encourage or take away COFORGE's personnel and/or employee, directly or indirectly involved in performing Services under this Agreement either for themselves or for any other person or entity or its affiliate or group companies or customers or client (s) during the term of this Agreement and/or any SOW and for a period of twelve (12) months thereafter. Customer agrees that in the event of a breach of this undertaking damages may not be an adequate remedy and COFORGE may wish to apply for an injunction or other form of interlocutory relief or to take other action. Nevertheless, the Customer shall pay to COFORGE liquidated damages (as is agreed to be a genuine pre-estimate of the loss likely to be suffered by COFORGE as a result) a sum representing the gross amount payable to the person concerned during the last 12 months immediately prior to such employment or contract (other than in respect of expenses) plus the costs incurred by COFORGE in recruiting a suitable replacement but without prejudice to the other rights and remedies of COFORGE pursuant to this Agreement and at law. To pay the liquidated damages will not give the right to the breaching Party to continue the breach, i.e. the breaching Party will discontinue the breach immediately. For avoidance of any doubt this clause shall not prevent either Party from employing any employee of other Party who responds to a public advertisement for employment.

- (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) Change Request:** This Agreement may not be varied except by an agreement that is in writing, expressed to vary this Agreement and signed by duly authorized representatives of both party. If a party determines that the terms and conditions of this Agreement and/or the relevant SOW require variation, that party may submit a change request to the other party. The parties acknowledge that a variation to this Agreement and/or SOW may necessitate a change to the charges payable under this Agreement. If the parties cannot agree on the required variation, COFORGE will proceed under the SOW without implementing the variation but subject to adjusted pricing. If parties agree on the variation, COFORGE will implement the variation in the manner agreed.
- (e) Assignment:** This Agreement is personal to the Parties herein. Neither party shall assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement (except to its holding company and/or subsidiaries) except with the prior written consent of the other Party which shall not unreasonably withheld or delayed.
- (f) 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.
- (g) 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.
- (h) 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.