

MASTER SERVICE AGREEMENT

Microland Limited and _____

Microland Legal

Version	Date	Reason for issue	Issued By
2.1	March 2022	Updates in R&C policies	Microland Legal

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the "**Agreement**") is made and entered into as of theday of, 20__ (hereinafter referred to as the "**Effective Date**"),

BY AND BETWEEN

Microland Limited, a company incorporated under the laws of India having its registered office at k (hereinafter referred to as "**Microland**" which term unless repugnant to the context shall include its affiliates, successors in interest and permitted assigns) on the FIRST PART,

AND

_____, a _____ a company incorporated under the laws of ----- having its registered office located at _____ (hereinafter referred to as "**Client**" which term unless repugnant to the context shall include its successors in interest and permitted assigns) on the SECOND PART.

Microland and Client shall hereinafter individually be referred to as "**Party**" and collectively as "**Parties**"

RECITALS

- A. Microland is in the business of providing information technology infrastructure management services and technical support services to its clients worldwide. It further represents that it has a team of skilled manpower who have experience, requisite skills and knowledge to carry out such services in the area of information technology infrastructure management services;
- B. Client desires to engage Microland from time to time pursuant to one or more Statements of Work (as defined below) to perform various information technology services and Microland is interested in accepting such engagements, subject to the Parties' further agreement on the scope and other terms of each such Statement of Work; and

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. DEFINITIONS

In this Agreement, unless otherwise expressly defined or the context otherwise requires:

(a) "**Agreement**" means this Master Services Agreement, Exhibit A, Statement of Work (SOW) and all related amendments.

(b) "**Client**" means the company or other legal entity that has signed this Agreement.

(c) "**Client Materials**" means any materials, tools, software, including any third party software,

documentation, instruction, design or technical specification provided by or on behalf of Client to Microland hereunder for Microland's use in providing the Services as contemplated under the applicable SOW.

(d) "Confidential Information" means any trade secrets, proprietary information, Intellectual Property and without limitation all information (verbal or documentary) exchanged between the Parties during the course of their interaction with each other concerning business, finances, methods, operations, marketing, pricing, projections, customer lists, plans, opportunities, current and proposed services, financial information and any information concerning the Parties business and shall further include any confidential and proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.

(e) "Data" means any information, data, materials, works and other content of Personal Information and sensitive Personal Information provided by either Party.

(f) "Data Controller, Data Processor, Data Subject and Personal Data": have the meanings given to those expressions or any equivalent or corresponding expressions in the Data Protection Legislation;

(g) "Data Protection Legislation": (i) while they remain in force, the UK Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679); and any other existing or future law, directive or regulation (anywhere in the world) relating to the Processing of Personal Data or privacy, to which the Client or any other the Client Data Controller is subject; and (ii) if Microland (when Processing any Personal Data for any the Client Data Controller) is subject to any existing or future law, directive or regulation (anywhere in the world) relating to the Processing of Personal Data or privacy, that other law, directive or regulation; and, in each case, all notices, orders and codes of practice issued pursuant to that act, law, directive or regulation;

(h) "Data Security Standard(s)": BS ISO/IEC 27001:2013 Standard for Information Security Management Systems, ISO 27002:2013 Code of Practice for Information Security Controls [and the Payment Card Industry Data Security Standard (PCI DSS) where applicable];

(i) "Intellectual Property Rights" means any intellectual and industrial property, including but not limited to: any and all rights in patents and applications thereof, any and all inventions, trade secrets, design, methods, processes and know-how, any and all copyrights, author's rights, copyrights registrations and applications thereof, and all other rights corresponding thereto throughout the world; any and all trade names, brands, domain names, corporate names, logos, common law trademarks, trademark registrations and applications thereof, any and all computer programs, know-how, applications or Software whether in source, object or executable code, drawings, logos, plans database rights, technical notes, prototypes, processes, methods, algorithms, any technical related documentation, and any proprietary rights in such programs, applications or software, including documentation and other materials or documents related thereto.

(j) "Pre-Existing Intellectual Property" shall mean the Intellectual Property Rights of a Party owned or controlled by either Party prior to the Effective Date or if developed or acquired after the Effective Date by either Party at any time independently of this Agreement.

(k) "**Primary Contact Person**" shall mean those persons designated by each Party in **Section 3.1** below.

(l) "**Services**" means a service as agreed in the SOW which Microland agrees to provide to Client under this Agreement.

(m) "**Software**" means computer programs, regardless of format or medium, their documentation and specifications.

(n) "**Statement of Work**" shall have the meaning set forth in **Section 2.2** below.

INTERPRETATION- PRECEDENCE

In this Agreement, unless otherwise expressly provided or as the context otherwise requires: (a) headings are solely for convenience of reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it; (b) a reference to "approval", "authorization" or "consent" means written approval, authorization or consent from the designated Authorized Signatory of either Party. The Agreement terms and conditions will apply to all the Statement of Work unless otherwise expressly modified in the applicable Statement of Work and specifically states intent to supersede the Agreement on a specific clause. Any terms and conditions of the Parties on purchase order or invoice will not apply to the Services and shall not be binding on the Parties. All such purchase orders and invoices are governed by the terms and conditions of this Agreement.

2. STATEMENT OF WORK

2.1 Purpose of the Agreement. This Agreement sets forth the general terms and conditions applicable to the Services that may be performed pursuant to one or more Statements of Work (SOW). References to this Agreement shall include any Statements of Work in effect from time to time.

2.2 Terms of Statements of Work. SOW is a description of the scope and nature of Services, key assumptions and exclusions, the service schedules, the payments and payment schedule, and the time period, staffing levels and qualifications and any other specific requirements to be provided to the Client. Each Statement of Work shall substantially conform to the format shown in Exhibit A.

2.3 Change Request Process. If either Microland or Client propose changes to the Services or Client requires tasks and projects be provided in connection with the Services that are outside the scope of the Services described in the particular Statement of Work (each, a "**Change Request**") that requires Microland to devote additional resources, expend additional time or otherwise incur additional costs. Client and Microland will follow the Change Request Process specified below prior to devoting such resources, expending such time or incurring such costs.

The Party proposing a Change Request will contact the other Party with a description of the

proposed change. Microland will prepare a change order to the Statement of Work (“**Change Order**”) to Client with (i) the details of the Change Request, (ii) an analysis of the impact of the Change Request on the Services and (iii) an estimate of the time, materials, and aggregate costs required to address the Change Request.

No action will be taken under any such Change Order unless and until an authorized representative of Client and an authorized representative of Microland execute such Change Order or otherwise provide approval in writing. If Client or Microland do not execute the Change Order or otherwise provide approval in writing, Microland will proceed under the Statement of Work without implementing the Change Request. If Client and Microland execute the Change Order or otherwise provide approval in writing, Microland will implement the Change Request in the manner described in the Change Order.

2.4 No Exclusivity. Nothing in this Agreement shall restrict or prevent Microland from entering into agreements with other persons concerning the provision of similar services.

3. PRIMARY CONTACT PERSONS

3.1 The Parties designate the following individuals as the Primary Contact Persons:

<u>Name and Contact Information for Microland</u>	<u>Name and Contact Information for Client:</u>
:	
Microland Limited	[name]
.....	
Tel:	Tel:
Fax:	Fax:
e-mail:	e-mail:

CC: Microland Legal Department

Address: 1B, Ecospace, Bellandur, Outer Ring Road, Bangalore 560103

Email: Microlandlegal@microland.com

All communications with respect to this Agreement or for initial resolutions of all issues relating to the Services under one or more Statements of Work will be with such persons. Either Party may assign another individual as its Primary Contact by notice to the other Party.

3.2 Review Meetings; Correction of Problems. The Parties shall conduct review meetings at times and places mutually agreeable to both Parties, to review the status of the various Statements of Work and to identify any existing or anticipated problems relating to such work. In the event any such problem is mutually identified, Microland shall take steps necessary to correct such problem or to obtain Client's consent to a plan or schedule to correct such problem, such consent not to be unreasonably withheld by Client.

4 PAYMENT

4.1 Payment. Client shall make payments to Microland in accordance with the amounts and the schedule set forth in such Statement of Work. Invoices shall be payable in full within thirty (30) days from the invoice date. Microland shall have the option to revise price on successful completion of every year from the effective date of each Statement of Work or any other period as agreed between the Parties.

After a period of (15) fifteen business days from the date of receipt of invoice from Microland, if Client does not approve or notify Microland about any deficiency or billing error, then the same shall be considered as deemed accepted by the Client and the Client shall not have the right to withhold payment on the invoice.

4.2 Expenses. Within thirty (30) days of receiving an itemized invoice, Client shall reimburse Microland for all expenses set forth in such invoice, including without limitation: (i) all reasonable, non-local travel expenses which may be incurred at the request and with prior written approval of Client; and (ii) any other expenses for which Client has agreed to reimburse Microland as specified in a Statement of Work (including, if specified, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, supplies, and the like (including depreciation and amortization)).

4.3 Late Payment. Late payments shall bear interest calculated commencing on the date such payments become due, using an annualized rate of three percent (3%).

4.4 Notwithstanding anything herein to the contrary, Microland reserves the right to (a) withhold performance of any obligations arising under this Agreement including any Statement of Work in the event of Client's non-payment of any undisputed amounts owed to Microland is pending for more than 15 business days from the due date until such payment together with interest is fully received by Microland; and (b) in case of such default in payment, Client hereby agrees to waive its rights for Service Levels and any associated penalties agreed upon between both the Parties under the applicable Statement of Work.

4.5 Taxes. Price stated in any Statement of Work will be exclusive of applicable taxes. Client shall pay and be liable for all taxes, duties (including without limitation, sales and value added taxes) imposed by the federal or state governments relating to any payment hereunder.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Pre - Existing Intellectual Property Rights. Each party will own and retain all rights to its Pre-Existing Intellectual Property Rights and any Intellectual Property developed outside of the Services performed under this Agreement. In case of Microland, this shall include without limitation all tools' methodologies, techniques, generic routines, libraries, quality processes, solutions and testing procedures already existing prior to this Agreement or independently developed by Microland to deliver the Service and Client shall not claim or assert any rights over Microland's intellectual property.

5.2 Client Materials. Client shall be responsible for obtaining any licenses or permissions in respect of any Client Materials, including any Intellectual Property Rights thereto, which is required to be provided to Microland which are necessary for Microland to perform its obligations under a Statement of Work.

5.3 Ownership of Work Product. All Work Product (as defined below), and all right, title and interest therein, shall be and at all times remain the exclusive property of Client and Microland shall have no rights therein. All Work Product shall be a work made for hire. Microland hereby expressly assigns to Client all right, title and interest in and to all Work Product subject to payment of all outstanding dues to Microland. For the purposes of this Agreement, "**Work Product**" means all work product produced or developed by Microland pursuant to or in connection with this Agreement and/or the performance of Services and which have been produced or developed by Microland specifically as a deliverable for Client. Microland shall mark all Work Product with Client's copyright or other proprietary notice as directed by Client and shall take all actions deemed necessary by Client to perfect Client's rights therein.

5.4 Further Assurance. Each Party agrees to take such further action and execute, or cause its employees, agents, and contractors to execute, such further instruments as may be necessary to give effect to the ownership provisions of this Agreement. Except as expressly stated under this **Section 5**, nothing in this Agreement or any course of dealing between the Parties will be deemed to create a license from either Party to the other of any Intellectual Property Right, whether by estoppel, implication, or otherwise.

5.5 Client agrees and acknowledges that, for all the third-party intellectual property including without limitation tools, software etc. ("Microland Third Party IP") used by Microland to deliver Services for the Client pursuant to this Agreement will be subject to the third-party End User terms and conditions ("EULA") signed by Microland. Client can request for a copy of the said EULA and the said shall be shared with Client for their record purposes. The remedies set forth in the EULA will be the sole and exclusive remedy to Client for all liabilities including without limitation any and all losses, damages, costs, expenses arising out of such Microland Third Party IP. Further, any such Microland Third Party IP (including hardware and/or software) are provided on an 'AS IS' basis and Client acknowledge that, Microland shall have no liability whatsoever in respect to any such Microland Third Party IP beyond the liability terms of such third-party intellectual property provided under the EULA.

6 CONFIDENTIALITY / DATA PROTECTION

6.1 Exchange of Confidential Information. All exchanges of Confidential Information by a Party shall be made by or under the supervision of the authorized representative of the other Party (including Primary Contact if any). Confidential Information may be disclosed orally or in writing. As part of the oral disclosure of Confidential Information, the information considered confidential and the confidentiality thereof shall be reasonably identified by the Party disclosing such information and, within thirty (30) days after disclosure, the Confidential Information included in such disclosure shall be summarized in writing and such summary shall be delivered to the authorized representative (including Primary Contact if any).

6.2 Care and Protection. Either Party shall protect the other Party's Confidential Information with reasonable effort using the same standard of care that applies to its own similar Confidential Information during the Term of this Agreement. Any information and data provided by the Client to Microland and used by Microland directly or indirectly in the performance of this Agreement shall remain at all times the property of the Client and it shall be identified, clearly marked and recorded as such by Microland.

6.3 Exceptions. For purposes of this Agreement, Confidential Information shall not include, and the obligations provided hereunder shall not apply to, information that: (a) is now or subsequently becomes generally available to the public through no fault of the receiving Party; (b) the receiving party can demonstrate was rightfully in its possession prior to disclosure by the disclosing Party; (c) is independently developed by the receiving Party without the use of any Confidential Information provided by the disclosing Party; (d) the receiving Party rightfully obtained or obtains from a third party who has the right, without obligation to the disclosing Party, to transfer or disclose such information; or (e) is released or approved for release by the disclosing Party without restriction.

6.4 Disclosure by Request or Order from Authority. Either Party may use or disclose the other Party's Confidential Information if required by any request or order of any government authority, or otherwise as required by law, or as necessary to establish and enforce that Party's rights under this Agreement. Before disclosing the other Party's Confidential Information for such purpose, the Party must notify the other Party of the circumstances, and the Parties shall cooperate with each other to obtain protection for the confidentiality thereof to the maximum extent available.

6.5 Restrict Access. Nothing in this Agreement shall oblige the Client to disclose any information to Microland if it is of the view that to do so would be a breach of the Data Privacy requirements applicable to the Client. All information provided to Microland by the Client shall be at the discretion of the Client.

6.6 Data Protection.

a. Use of Data Provided by Client. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Microland is the Processor. Client may, in connection with this Agreement, provide data and/or information relating to Client and its customers (Client Data) to Microland as mentioned in the applicable SOW. Each of the Parties will comply with its respective obligations under Data Protection Legislation. Microland will not use Client Data for any purpose other than to provide the Services to Client under this Agreement or as detailed under an applicable SOW. Microland will not disclose, sell, assign, lease or otherwise dispose of Client Data to third parties or commercially exploit Client Data, except as otherwise provided in this Agreement. As between Client and Microland, Client Data will be and remain the property of Client.

b. Protection of Personal Information. Client may provide Microland with, or with access to, Client Data that can identify a specific individual (Personal Information). Microland will implement and maintain commercially reasonable administrative, technical and physical safeguards to

protect Personal Information it receives from Client against unauthorized access to or disclosure or use of such Personal Information, and to protect against accidental or unlawful destruction or accidental loss or alteration of such Personal Information. If Microland is required by law, regulation, or judicial or government order to disclose Personal Information, it will give prior notice of the disclosure to Client to the extent permitted by law, so that Client may, in its sole discretion, seek to block or minimize the disclosure.

c. Safeguards. Microland will establish an information security program with respect to Client Data in Microland's possession which implements no less than generally accepted industry standard measures: (i) to safeguard the security and confidentiality of such Client Data; (ii) to protect against any anticipated threats or hazards to the security or integrity of such Client Data, and (iii) to protect against any unauthorized use of or access to such Client Data. Microland will also establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to such Client Data. All of the foregoing will be no less rigorous than those maintained by Microland for its own data and information of a similar nature.

d. Media. Microland will remove all Client Data and Confidential Information from any media taken out of service and will destroy or securely erase such media in a manner designed to protect against unauthorized access to or use of any Client Data and Confidential Information in connection with such destruction or erasure.

7. REPRESENTATION AND WARRANTIES

- 7.1** Microland warrants that all the Services performed under this Agreement will be performed by the Microland Personnel in a professional manner consistent with recognized industry standards.
- 7.2** Microland does not warrant that the Services delivered as per specifications or any data, reports or analysis provided will be accurate in all respects and will be free from all bugs and errors and will be provided without interruption. In case of any errors or bugs of any Service does not materially conform to the specifications then Client will intimate in writing within the duration as agreed in the applicable SOW and Microland will re-perform the Service at no charge to the Client. Microland will re-perform the Services until the Services will conform to the specifications. These are the sole and exclusive warranties and remedies made by Microland.
- 7.3** Except to the extent stated in this Agreement Microland or its vendors make no other warranties of any kind, express or implied, statutory or otherwise & expressly disclaims any warranties of merchantability, fitness for a particular purpose, non-infringement.

8. INDEMNITIES

- 8.1** Microland agrees to indemnify, defend and hold Client harmless, against any third party claim, damages, liabilities, losses, suit or proceeding finally awarded by a court of competent jurisdiction ("**Claim**") arising solely from Services which has caused (i) infringement of any patent, copyright, trademark or other intellectual property right (ii) bodily injury or death by negligence of Microland (iii) damage to property caused by negligence of Microland (iv) non-

compliance of applicable laws. Microland shall not be liable for any third party intellectual property infringement claim in the event such claim is arising out of: (a) Client Materials provided by Client; (b) instructions or specifications by Client; (c) modifications to the Work Product and deliverables made by Client or by third parties upon Client's directions; (d) combinations of the deliverables or Work Product with services or products by Client; and (e) use of the Services by Client in violation of this Agreement.

- 8.2** Both the Parties agree that if the Work Product is subjected to any infringement or misappropriation claims, then the Microland will at its sole option, as a remedy to the Client, either (a) procure the continued right to use the Work Product or deliverables; (b) modify the Work Product to eliminate the infringement; or (c) replace the Work product with the functionally equivalent non-infringing services.
- 8.3** Client agrees to protect, defend, hold harmless and indemnify Microland from and against any and all third party claims, damages, liabilities, losses and expenses arising solely from (i) infringement of any patent, copyright, trademark or other intellectual property rights; (ii) bodily injury or death or damage to property caused by negligence of Client; (iii) any negligent act and willful omission; (iv) Client Materials provided by Client; (v) non-compliance of applicable laws and (vi) breach of obligations relating to data protection laws and rules and regulations including the obligations as defined herein under Section 11.2 herein.

9. LIMITATIONS

- 9.1 Limitation of Liability.** IN NO EVENT SHALL MICROLAND BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS, LOSS OF GOODWIL OR REPUTATION, LOSS OF OPPORTUNITY, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR INDEMNITY, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL LIABILITY OF MICROLAND RELATING TO THIS AGREEMENT AND/OR A STATEMENT OF WORK, FOR ANY REASON, EXCEED THE PAYMENTS THAT MICROLAND RECEIVES IN THE SIX (6) MONTHS PRECEDING THE CLAIM FOR THE PARTICULAR STATEMENT OF WORK TO WHICH THE CLAIM RELATES.

10. TERM AND TERMINATION

- 10.1 Term.** This Agreement shall be effective upon the Effective Date and, subject to **Section 10.3**, shall remain in full force and effect unless and until: (i) the Parties mutually agree in writing to terminate the Agreement; (ii) the Agreement is terminated pursuant to **Section 10.2** below; or (iii) the Agreement is terminated by either Party for convenience upon one hundred and twenty days (120) days written notice to the other Party. Each Statement of Work (as defined in **Section 2.2**) will commence on the date specified therein and terminate within the time so indicated unless terminated as provided herein.

10.2 Termination upon Default. Notwithstanding **Section 10.1**, either Party (the "**Terminating Party**") shall have the right to terminate this Agreement upon sixty (60) days (or ten (10) days in the event of non-payment) written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party fails to comply with any material term or condition of this Agreement and such failure to comply is not cured within the relevant notice period. Upon such termination by default, the Terminating Party may pursue any remedies available for damages and injunctive relief, which remedies shall be cumulative.

10.3 Effect of Termination. Notwithstanding any termination of this Agreement, Sections 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive the termination of this Agreement and shall remain in full force and effect. Upon termination of this Agreement due to the default of a Party, each Party shall return to the other Party all technical materials and Confidential Information of the other Party in its possession or under its control and each Party shall acknowledge a receipt for the same. In particular, Microland shall, when directed to do so by the Client, erase all information and data provided by the Client and all copies of any part of such data in Microland's systems and magnetic data. Microland shall instruct all its agents and sub-contractors, if any, to comply with the same requirements. Besides, all payments owed up to and including the termination date shall be due and payable as per payment terms mentioned under this Agreement or applicable SOW.

10.4 Termination Charges. In the event Client terminates this Agreement under **Section 10.1 (iii)**, Client shall pay Termination Charges as mutually agreed under the SOW's.

11. GENERAL PROVISIONS

11.1 Authority. Each party represents and warrants that it has the authority to enter into this Agreement.

11.2 Obligation of Client. Client agrees to:

(a) Have assessed the risks pertaining to loss of confidential / personal information and has deployed effective/ required technical and organizational controls to protect the same. In this aspect, Microland will not be responsible for incidents arising out of any errors and omissions by Client.

(b) If Client does not want Microland to comprehend Client 's Personal Information, to which it may have access during performance of the services under this agreement or any applicable SOW, Client must encrypt such data so that it will be unintelligible. Client is responsible for obtaining consent from and giving notice to its data subjects, as applicable, regarding Microland's use of the information in connection with any Service. Client will only make accessible or provide Client Personal Information to Microland when it has the legal authority to do so.

(c) Send all their policies on which Client expects compliance from Microland to compliance@microland.com

(d) Notify Microland of any changes to regulatory requirements including data protection laws by writing to compliance@microland.com

(e) Recognize Microland as the provider of the Services with relevant technology partners so that Microland can get the best of support from the technology partners for Client. (For the purpose of example, Client will designate or recognize Microland as the digital partner of record with Microsoft and enable partner admin link on the Azure subscription using Microland's id. This enables Microsoft to identify and recognize Microland as the partner to Client by associating Microland's id to deliver services within Client's Azure & O365 tenants.

11.3 Required Approvals. Where agreement, approval, acceptance, or consent by either Party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

11.4 Independent Contractor. Microland, in rendering performance hereunder, is not an agent or employee of, and has no authority to bind, Client by contract or otherwise. Except as otherwise specifically provided herein, Client has no right or authority to control the manner or means by which Microland perform its obligations hereunder.

11.5 Information Security. The Parties mutually agree to implement reasonable controls to ensure that, no malicious code, malware or any virus content is transmitted from either party to the other party's environment. Each party will support and co-operate with the other party, to the extent relevant to the scope of services, on any investigation or cyber threat that may impact or has already impacted the other party. Client's Data within Client's environment are protected, controlled, and monitored by the Client solely. Microland shall not be liable for any deficiency or inadequacy of controls deployed by the Client to protect its environment & data.

11.6 Publicity. Microland is permitted to represent that Client is a 'customer' of Microland including showcasing the broad nature of work performed by Microland (e.g. in marketing collaterals, presentations, RFP submissions etc.) without disclosing any Client Confidential Information in these communications. Subject to Client prior written consent, Microland will be permitted to use the Client name and logo in digital media space including website, social media handles, promoted social posts, advertisement.

11.7 Non-Solicitation. During the term of the Agreement and for a period of one (1) year thereafter, Client agrees not to hire and/or solicit the services of any of Microland employees and/or contractors (directly or indirectly) who have been involved in the provision of Services and/or who have been introduced to the other Party pursuant to this Agreement ("Resources") unless a written waiver of Microland's rights under this Section including a written consent for hire is given (signed by Microland authorized signatory). Any breach of this obligation by Client will be considered a 'material breach' under this Agreement and the breaching party will be liable to pay the other Party, as liquidated damages and not as a penalty, an amount equal to 12 times the most recent gross monthly compensation of such hired Resource. Client agrees to not use any exception and/or act in bad faith to try and circumvent this restriction in any manner whatsoever. Additionally, Client undertakes to keep Microland informed in writing promptly about any of such Microland Resources who gets hired by Client (either directly or indirectly) during the term of this Agreement in deviation and/or breach of the above clause.

11.8 Assignment. The Client shall not assign or transfer, directly or indirectly, by operation of law or otherwise, this Agreement or its rights and obligations hereunder without the prior written

consent of Microland. Any attempt to do so in contravention of this Section shall be void and of no force and effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, assigns, heirs and legal representatives.

11.9 Force Majeure. If either Party is unable to perform its obligations hereunder by reason beyond its control (except for any payment obligations) of a condition including but not limited to fire, natural disaster, explosion, strike, industrial disruption, war, riot, governmental restraint, pandemic, epidemic or regulations, or any other similar condition beyond the reasonable control of such Party, then such Party shall give to the other Party prompt written notice. Thereupon, the obligations of such Party giving such notice shall be suspended for so long as such condition exists, provided that such Party shall act diligently to remedy the cause of such condition. If such condition lasts more than three (3) months, the Party receiving such notice may, at its discretion, terminate this Agreement. This shall not excuse Client's obligation to make payment for all the Services rendered till such date of Termination.

11.10 Notices. Any notices required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given upon receipt or, if earlier, (a) upon delivery, if delivered by hand, (b) one business day following the business day of deposit with an overnight courier, freight prepaid, or (c) five (5) days after deposit with the appropriate applicable postal service, if delivered by prepaid first class mail, to the Party's Primary Contact at the address specified in **Section 3.1**, or such other address as a Party may specify by notice pursuant to this Section, and/or (d) through electronic email if sent to the Primary Contact as detailed under Section 3.1 of this Agreement. The notice through electronic email will be deemed to have been received on the day the electronic mail is sent in accordance with this Clause if that day is a business day, or on the next business day if it is not.

11.11 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, (a) such provision shall be fully severed here from and the remainder of the Agreement shall remain in full force and effect and (b) in lieu of such provision, the Parties agree to add to this Agreement a valid, legal and enforceable provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single Agreement between the Parties.

11.13 No Waiver. No delay or omission by either Party hereto to exercise any right, power or remedy occurring upon any non-compliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity, or otherwise. No waiver of a breach on one occasion shall be deemed a waiver on another occasion.

11.14 Entire Agreement; Amendment. This Agreement and the Exhibit A attached hereto

constitute the entire and complete agreement between the Parties regarding the subject matter hereof and thereof and supersede all prior or contemporaneous agreements, understandings, negotiations, proposals and representations by the Parties with respect to such subject matter. No change, modification, amendment, waiver or discharge hereof shall be valid unless it is in writing and is executed by both parties authorized representatives.

11.15 Section Headings; Exhibits. The section and subsection headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. The Exhibit A attached hereto are incorporated in full herein.

12. DISPUTE RESOLUTION

- (a) In the event of there being any dispute or difference arising out of or in connection with the terms and conditions of these presents or any of the related writings or documents in connection with these presents, which cannot be resolved to the satisfaction of both Parties, each Party shall nominate one representative for the purposes of resolving such dispute. The representatives shall meet and shall attempt in good faith to resolve the dispute within ten (10) business days from the date of receipt of notice from a Party of the need to resolve any dispute pursuant to this Section. This procedure shall be a required prerequisite before either Party may terminate this Agreement as a result of such dispute. Notwithstanding the foregoing, this Section shall not be construed to limit any other rights either Party may have in equity, including without limitation, the seeking and obtaining of a temporary restraining order.
- (b) Any controversy, dispute or claim arising out of or relating to this Agreement, any modification or extension hereof, or any breach hereof (including the question of whether any matter is arbitral hereunder) and which is not capable of resolution in accordance with this Section, shall be settled exclusively by arbitration in London in accordance with the London Court of International Arbitration (LCIA) Rules ("**Rules**") (which are deemed incorporated by reference into this Section, save that in the event of any conflict between those rules and this Agreement, this Agreement shall prevail) as in effect on the date of the Agreement, or such other rules and procedures as the Parties may agree. Any award of the arbitration shall be final and binding on the Parties and each Party hereby waives to the fullest extent permitted by law any right to any form of appeal that it may otherwise have under the laws of any jurisdiction. The prevailing Party will be entitled to recover, in addition to any charges fixed by the arbitrators, its costs and expenses incurred in connection with the arbitration of the claim, including reasonable attorneys' fees and costs and any actions in any other judicial forum. Nothing in this Section is intended to deprive either Party of injunctive or other equitable relief in any court. All such awards and decisions may be filed by the prevailing Party with any court having jurisdiction over the person or property of the other Party as a basis for judgment and the issuance of execution thereon.
- (c) Notwithstanding the foregoing, the parties agree that this **Section 12** shall not apply to the breach of provisions pertaining to confidentiality and proprietary rights, and that either party may file a petition in a court of law for injunctive relief and such other rights and remedies as it may have at law or equity against such breaches.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the English Law and the Parties submit to the jurisdiction of the English courts without reference to its conflict of law's provisions

IN WITNESS WHEREOF, Client and Microland have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first above written.

MICROLAND LIMITED

[CLIENT]

By

By

Name:

Title:

Date:

Name:

Title:

Date:

EXHIBIT A
Format of SOW

STATEMENT OF WORK NO. ____

THIS STATEMENT OF WORK refers to the Master Service Agreement dated as of _____, 200.. (the "**Agreement**"), by and between Microland Limited, a company formed in accordance with the laws of India having its registered office at 1B Ecospace, Bellandur, Outer Ring Road, Bangalore – 560 103 India (hereinafter referred to as "**Microland**"), and _____, a _____ corporation with offices located at _____ ("**Client**"). While the Agreement sets forth the general terms and conditions applicable to this Statement of Work, this Statement of Work further sets forth the following terms and conditions specifically pertaining to the work done hereunder.

1. Scope of Services
2. Service Window & Location (*include mention of the public and customer holidays to be provided to Microland in advance*)
3. Microland Responsibilities
4. Client Responsibilities & Obligations:

Client acknowledges that the fulfillment of the obligations of Microland under this SOW is dependent upon the fulfillment of Client responsibilities and obligation as detailed below:

5. Exclusions from Scope of Work
6. Reports and Reviews
7. Term

Any delay in the project or timelines as given above for reasons attributable due to Client will give Microland the right to charge additional per the rates given under this SOW.

8. Fees & Payment Terms (including mention of OT expenses)

a. *All the other payment terms will be as per the Agreement*

b. *Mention "**Termination charges**" if applicable*

c. *The above rate/fee has been derived based on scope of work, location, working window as detailed in this SOW. Changes to the scope of work may impact the costs and/or project durations during the course of this SOW and will require prior mutual discussions and agreements and issue and execution of a change order between the Parties.*

9. Assumptions & Dependencies

10. Primary Contact Person

11. Any special conditions

Client will be billed for the resource from the date the Microland resource reports to the Client project contact/lead. Any delays at Client's end in providing system access or on-boarding assistance etc. to the resource, will incur additional charges at the hourly rate as mentioned in the table above.

MICROLAND LIMITED

By _____
Name:
Title:

[CLIENT]

By _____
Name:
Title: