

MASTER SERVICES AGREEMENT

This Master Services Agreement is executed on this -----day of -----, 2025 (“**Effective Date**”)

BY AND BETWEEN:

Mastek Systems Company Ltd. a company incorporated under the UK Laws and having its office at **Harrow Business Centre, 429-433 Pinner Road, North Harrow, Middlesex HA1 4HN**, (“hereinafter referred to as “**Supplier**” which expression shall mean and include its successors and permitted assigns) of the **FIRST PART**.

AND

[**Customer name**], a company incorporated under the [**place of registration**] Laws and having its office at [**Customer’s registered Address**] (“hereinafter referred to as “**Customer**” which expression shall include its successors and permitted assigns) of the **SECOND PART**.

WHEREAS:

- (i) Customer is in the business of _____ and requires a service provider who can provide information technology services to the Customer as more particularly defined herein under.
- (ii) Supplier is information technology service provider and has the capability to provide the desired services to Customer.
- (iii) Customer wishes to engage Supplier to provide the information technology services at its locations more particularly defined in the respective SOW.
- (iv) The Parties to this Agreement have expressed their willingness to enter into this Agreement on the terms and conditions contained hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. Definitions and interpretation:

1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

Word	Definition
Acceptance	means confirmation by the Customer that the Acceptance Criteria have been met in relation to a specific Deliverable
Acceptance Criteria	means the criteria for testing the acceptance of Deliverables specified in the Delivery Plan and/or Statement of Work (SOW)
Affiliate	means any parent, holding company, or subsidiary of the applicable party to this Agreement.
Agreement	means this agreement between Supplier and the Customer comprising these Master Terms together with any SOWs and all documents which are incorporated into this agreement by express reference (such documents

	being part of this agreement to the extent so referenced) or are to be made a part of this agreement.
Application Management Services	means services to be performed by Supplier pursuant to Clause 3.1 (iii) and as set out in the relevant SOW
Change Control	an amendment agreed and executed in writing, to change or add: (i) the scope, nature, volume or execution of the Services under this Agreement; or (ii) any other term or schedule of this Agreement
Charges	means the charges payable by the Customer to Supplier under this Agreement in consideration of the provision of the Services including the effort expended by the Supplier whether under Statement of Work or a Change Control for all milestones/deliverables (in proportion to the work completed), as per the rates specified in the relevant SOW, together with such other charges as may be agreed between the parties as amended from time to time.
Cloud Environment	means the cloud computing environment maintained and operated by the Third-Party Product vendor or its subcontractor
Confidential Information	means all information designated as such by either party in writing together with all other information which relates to the trade secrets, know-how, personnel, customers and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party
Customer's Content/Data	shall mean all data/content including, without limitation, all personal data provided to, accessed, received, or maintained by Supplier in connection with this Agreement or derived or generated by Supplier in the course of performing, configuring, or testing in connection with the Services.
Customer Location	means the Customer premises specified in the relevant SOW nominated by the Customer as the predominant location for the receipt of the Services
Customer Software	means any software provided by the Customer, as set out in the relevant SOW
Customer Proprietary Materials	means the Customer's Confidential Information, Customer Software, and other technology know-how, processes, techniques, materials, data or other information that is/are owned or acquired by, or licensed by a third party to, the Customer
Deliverable	means any item/milestone delivered or to be delivered by Supplier under a SOW including without limitation to any specification and any Supplier Software together with any reports, manuals and other documentation as more particularly specified in the relevant SOW
Delivery Date	means the actual date of the delivery of a Deliverable to the Customer
Delivery Plan	means a referenced document, being a detailed delivery plan, based on the Outline Delivery Plan and developed in accordance relevant SOW
Development Services	means the development services to be performed by Supplier pursuant to Clause 3.1 (i) and as set out in the relevant SOW
Disclosing Party	means the party disclosing Confidential Information for the purposes of Clause 10
Effective Date	means date defined at the start of this Agreement

Final Payment	means the final payment for any Deliverable or part thereof upto Termination as identified in the Charges which the Customer shall pay on the date set out in the Outline Delivery Plan
Implementation Services	means the configuration and programming of any third party application and/or Services and training as set out in an SOW
Intellectual Property Rights	means copyrights, patents, utility models, trademarks, service marks, design rights, (whether registered or unregistered), database rights, semiconductor topography rights, proprietary information rights and all other similar proprietary rights
Maintenance & Support Services	means services to be performed by Supplier pursuant to Clause 3.1(ii) and as set out in the relevant SOW
Master Terms	means these terms and conditions contained herein
Outline Delivery Plan	means the plan in which Supplier sets out a timetable for the Delivery of the Services as set out in the relevant SOW unless and until replaced by the Delivery Plan
Personnel	means Supplier's personnel who are engaged in providing the Services to the Customer (including any agents and subcontractors)
Receiving Party	means the party in receipt of Confidential Information for the purposes of Clause 10
Services	means the services to be provided by Supplier to the Customer in the form and manner specified in each SOW or statement of work agreed to by the parties and signed by their authorized representatives (" SOW "). Completed SOW shall become binding after signature by a duly authorized representative of each party and shall be subject to the terms hereof.
Specially Written Software	means all software developed by Supplier exclusively for the Customer set out in the relevant SOW, including all supporting documentation provided by or on behalf of Supplier
Statement of Work (SOW)	means the referenced document (or documents) which more particularly describe the Services and Charges; Each SOW may set forth to the extent applicable, among other things, project scope, schedule, various project activities and tasks to be performed by the Parties, deliverables, acceptance procedures and criteria, and roles and responsibilities of the Parties
Supplier Licensed Software	means all software owned by Supplier and licensed to the Customer in accordance with the provisions of Clause 7.8 and as set out in the relevant SOW
Supplier Proprietary Materials	means any Supplier Confidential Information, Supplier Software, all other pre-existing materials that are proprietary to Supplier or its representatives, all products, programs, subscription services, materials, concepts, ideas, designs, software, algorithms, business methods, tools, templates, system architecture, multi-purpose libraries or routines, or development tools that may be provided or used in connection with the Services or Deliverables, and any skills, ideas, concepts, know-how, expertise and methodologies or rights thereto, whether pre-existing or hereafter developed, that Supplier or any Supplier representative learns, obtains, uses, develops or creates in rendering the Services or Deliverables for or providing the Services to Company, insofar as the same are of a type used generally in Supplier's business in connection with performing services for and providing products to clients and are applied without disclosure of any Confidential Information

	of Company and information, data and trade secrets developed or acquired by Supplier.
Supplier Software	means the Specially Written Software and the Supplier Licensed Software
Term	has the meaning given to it in the relevant SOW
Third-Party Product	means any software or product in which the Intellectual Property Rights are owned by a third party, and which is set out in the relevant SOW.
Time & Materials Services	means services to be performed by Supplier pursuant to Clause 3.1 (iv) and as set out in the relevant SOW
Working Day	means any day other than a Saturday, Sunday, or statutory holiday in the country where Supplier's entity is registered
Year	means any twelve-month period commencing from the date of the relevant SOW

- 1.2** In this Agreement words importing the singular include the plural and vice versa and words importing gender include any other gender.
- 1.3** The headings in these Master Terms are for ease of reference and shall not affect the construction of this Agreement. It is agreed between the Parties that Supplier Affiliates shall be entitled to provide services under this Agreement. For that, Supplier Affiliate shall sign separate SOW with Customer pursuant to this Agreement and such SOW shall be governed by this Agreement. Parties to the SOW shall be solely liable and responsible to fulfil its obligations under this Agreement and the SOW.
- 1.4** In the event and to the extent only of any conflict between these Master Terms and the provisions of a particular SOW, the following order of precedence shall apply:
- (i) these Master Terms;
 - (ii) the terms specified in the relevant SOW unless otherwise agree in such SOW;

2 Commencement and duration:

- 2.1** This Agreement shall come into force on the Effective Date and shall remain in full force and effect until the later of:
- (i) three (3) year after the Effective Date; or
 - (ii) the expiry of all SOWs entered into by the parties pursuant to these Master Terms,
- Unless and until either party exercises its rights to terminate this Agreement in accordance with Clause 12.

3 Supplier Obligations:

- 3.1** Supplier shall provide one or more of the following as per the SOW:
- (i) Development and Testing Services as set out in the relevant SOW;
 - (ii) Maintenance & Support Services specified in the relevant SOW;
 - (iii) Application Management Services specified in the relevant SOW;
 - (iv) Time & Materials Services specified in the relevant SOW;
 - (v) Implementation Services as specified in the relevant SOW wherein additional terms attached in Annex 1 are hereby incorporated by reference;
 - (vi) Data migration or modernization services as specified in the relevant SOW; and

- (vii) any other Services ancillary or allied to the aforementioned activities, as specified in the relevant SOW.

3.2 Supplier shall use commercially reasonable efforts to identify and notify the Customer of any changes in applicable laws and regulations that may relate to Supplier's delivery of the Services. In the event that changes in laws or regulations prevent or impair Supplier from delivering any Services hereunder, Supplier shall use commercially reasonable efforts to develop, and upon the Customer's approval (which shall not be unreasonably withheld or delayed), implement a suitable work-around until such time as Supplier can perform the Services under this Agreement without such work-around. Supplier shall develop and implement such work-around at the Customer's expense, and such work-around to be agreed in accordance with the Change Control.

3.3 Supplier shall ensure and procure that the Personnel comply with all the terms and conditions of this Agreement in the performance of the Services.

4 Customer Obligations:

4.1 The Customer shall:

- (i) where specified in the relevant SOW or otherwise reasonably requested by Supplier, provide office facilities (which shall include desk space, voice and data telecommunications equipment, computers and transmission lines, printers, terminals, and cabling, and such other equipment as Supplier reasonably requires) at the premises specified in such SOW for use by the Personnel in performing the Services;
- (ii) permit Supplier to use its own equipment and software at the Customer's premises as reasonably required for the provision of the Services;
- (iii) provide the Personnel with access to its premises for the purposes of performing the Services;
- (iv) obtain all licences, consents and approvals to use, copy, modify, adapt and enhance any Customer Proprietary Material in which the Intellectual Property Rights are owned by the Customer as listed the relevant SOW and to use any Customer Proprietary Material in which the Intellectual Property Rights are owned by a third party as listed in the relevant SOW;
- (v) review and respond to any documentation delivered by Supplier within ten 10 Working Days (or any other timescale agreed between the parties);
- (vi) provide all assistance reasonably required by Supplier or the Personnel to enable Supplier to provide the Services; and
- (vii) comply with all specific obligations as are set out in the relevant SOW.

4.2 The Customer shall comply with all laws, enactments, orders and regulations to the extent such laws, enactments, orders and regulations are applicable to the Customer's business and the Customer's receipt or use of the Services. The Customer shall promptly identify and notify Supplier of any changes in applicable laws and regulations that may relate to the Customer's business and the Customer's receipt and or use of the Services.

4.3 Supplier shall be entitled to rely fully on all information provided by the Customer in providing the Services.

4.4 The Customer understands that Supplier is performing the Services hereunder in relation to systems and data that have been produced by the Customer, or supplied to the Customer by third

parties, and for which Supplier has no responsibility. Supplier will be excused for default or delay of performance and will have no liability to the extent that such default or delay is caused by:

- (i) any defect or deficiency in any software, system or other material or services provided by the Customer or any third-party supplier of the Customer; or
- (ii) any processing deficiency in any system that is caused in whole or part by input data provided by the Customer or the Customer systems.

4.5 In case where Customer suspends or delay the performance of all or any part of the Services or the supply of any Deliverables under the Agreement/SOW for any reason, then Supplier shall be entitled to charge the Customer, and Customer agrees to pay, for reasonable costs incurred as a result of such suspension.

5 Charges and payment:

5.1 In consideration of the performance of the Services in accordance with the terms of this Agreement, Supplier shall raise monthly invoices for the Charges accrued in the preceding month as per the relevant SOW.

5.2 Customer shall make all payments due to Supplier, within maximum thirty (30) days of receipt of the invoice.

5.3 Unless otherwise agreed in accordance with Clause 16 or otherwise specified in a SOW, the Charges for the Services shall be inclusive of out-of-pocket expenses which may be incurred by Supplier or the Personnel in connection with the Services, including reasonable travel and subsistence expenses incurred travelling to the Customer Location and providing the Services from the Customer Location provided that the customer location is no different than the agreed location under this Agreement. The Customer shall pay any reasonable out-of-pocket expenses which may be incurred by Supplier or the Personnel in connection with the provision of the Services from any other premises, including reasonable travel and subsistence expenses.

5.4 In the event that this Agreement is in respect of a fixed price delivery, the fixed price will be amended where there are any changes to the key project elements which impact the cost base, including:

- (a) Changes to the agreed scope and assumptions outlined in the SOW
- (b) Changes to the agreed dates for delivery of the key project dependencies
- (c) Changes to the agreed timescales (number of weeks) outlined in the Outline Delivery Plan
- (d) Changes to the optimized delivery approach (i.e. request for more on-site presence)
- (e) Corresponding increase in Charges on every anniversary from the Effective Date pursuant to [Consumer Price Index/Inflation Index] in the same year.

5.5 Supplier shall submit invoices to the Customer denominated in the currency agreed in the relevant SOW.

5.6 If the Customer fails to make payment in accordance with this Clause 5.2, Supplier shall be entitled to charge interest on late payments at a rate of Eighteen percent (18%) per annum.

- 5.7** In the event of any non-payment of the Charges, in full or in part, for any period of time, and without limitation to any other remedy available to Supplier hereunder or at law, (i) Supplier shall be entitled to suspend the Services or suspend Customer's ability to use any Deliverables, if its invoices remain unpaid for a period of 45 days from the Invoice date; and (ii) Supplier may give fifteen (15) days written notice to the Customer that, if the Customer fails to pay the Charges during such notice period, Supplier may immediately terminate this Agreement or any SOW hereunder. For the avoidance of doubt, failure of Customer to timely pay the Charges, in whole or in part, shall constitute a material breach of this Agreement.
- 5.8** If the Customer disputes the amount of any invoice, then:
- (i) either Party shall be entitled to refer the dispute to the Dispute Resolution Procedure; and
 - (ii) the Customer shall pay any undisputed part of the invoice in accordance with Clause 5.2 but any disputed portion of the invoice shall not be payable until resolved.
- 5.9** Both Parties acknowledge that the Supplier Personnel assigned to Customer's Projects are not employees of Customer. Supplier will withhold and pay all amounts required for any employer or employee tax or contribution, including income tax and other applicable statutory deductions. Supplier Personnel will not be entitled to receive any of Customer's employee benefits, it being the sole responsibility of Supplier alone to compensate Supplier Personnel.
- 5.10 Taxes:** Customer shall pay all sales, use, value added, general services, or other transactional taxes that are applicable to Customer's purchase of the Services under applicable law.

6 Insurance

- 6.1** During the term of this Agreement and, with respect to any claims-made policies, for a period of one (01) year thereafter, Supplier shall maintain in full force and effect the following insurance coverage:
- (i) Commercial General Liability insurance with limits of no less than \$1 million per occurrence and \$5 million as an annual aggregate, including, but not limited to, products and completed operations;
 - (ii) Workers' Compensation insurance in compliance with all statutory requirements;
 - (iii) Errors and Omissions liability insurance with limits of no less than \$1 million per claim and \$5 million as an annual aggregate, including, but not limited to, errors, omissions, or negligent acts (including, but not limited to, loss of data, content, or other indirect loss); and
 - (iv) Unless included in Clause (iii) above, Cyber-Liability, e-commerce Liability, and/or Professional Liability insurance with limits of \$1 million per occurrence and \$ 5 million as an annual aggregate.
- 6.2** Supplier will provide, upon request, a certificate of insurance evidencing all such coverage.

7 Intellectual Property Rights

Services and Deliverables

- 7.1** Except for Supplier Proprietary Materials, Supplier Software and any Third-Party Product, all Deliverables created or produced by or for Supplier on behalf of Customer in the performance of Services, shall be deemed the exclusive property of Customer, provided Customer is in compliance with its payment obligations set forth herein and in any applicable SOW (including timely payment of the Charges to Supplier in full). Supplier agrees that such Deliverables are to be considered as works made for hire and shall be the exclusive property of Customer upon Customer's payment of the Charges to Supplier in full.

Specially Written Software

- 7.2** Except as otherwise set out in the relevant SOW, Supplier shall assign to the Customer with full title guarantee Intellectual Property Rights, title and interest in the Specially Written Software with effect from the date of receipt of all dues in respect of the Final Payment for such Specially Written Software. Following such assignment, the Customer shall grant to Supplier (and its subcontractors and Affiliates) a royalty-free, non-exclusive and non-transferable licence to use, copy, access, load, execute, transmit, display, store, enhance, make derivative works of the Specially Written Software for the purpose of allowing Supplier to comply with its obligations under this Agreement.
- 7.3** Supplier shall, at the cost of the Customer, execute any and all deeds and documents which the Customer may reasonably require to perfect the assignment of the Intellectual Property Rights referred to in Clause 7.2 and/or to vest or register such Intellectual Property Rights in the name of the Customer and which may be required under the laws of any country in which any of such Intellectual Property Rights may subsist.
- 7.4** Supplier shall ensure that Supplier's employees, agents or subcontractors (and the employees and agents of its subcontractors) shall assign any Intellectual Property Rights in the Specially Written Software owned by them to Supplier to enable Supplier to comply with its obligations hereunder.

Supplier Proprietary Materials

- 7.5** The Customer acknowledges that Supplier may use Supplier Proprietary Materials in performing the Services and that Supplier Proprietary Materials may be included in the Deliverables. Supplier shall retain the sole and exclusive title/interest of all Intellectual Property Rights in such Supplier Proprietary Materials including all copies thereof. Provided Customer is in compliance with its payment obligations set forth herein and in any applicable SOW, Supplier hereby grants to the Customer a royalty free, non-exclusive and non-transferable licence to use and copy any Supplier Proprietary Materials (excluding Supplier Licensed Software which shall be provided as per Clause 7.8) solely for the Customer's internal business purposes to the extent necessary for the Customer to use the Deliverable incorporating the Supplier Proprietary Materials for the purposes for which the Deliverable was designed and intended or as otherwise expressly authorised in the relevant SOW. For the avoidance of doubt, none of the Supplier Proprietary Materials is work made for hire.
- 7.6** Except as provided in Clause 7.50, Customer shall not, by virtue of this Agreement or otherwise, acquire any rights whatsoever in any Supplier Proprietary Materials.

- 7.7** Provided Customer is at all times in compliance with the terms and conditions of this Agreement, Customer shall be permitted to utilize third parties to assist Customer with maintaining the Deliverables; provided further, however, that any such third party shall be subject to a written agreement with Customer prohibiting the third party from disclosing any Supplier Proprietary Materials or using any Deliverables for such third party's own purposes (including without limitation commercial exploitation). Any such agreement between Customer and a third party shall name Supplier as a third-party beneficiary of and to the agreement.

Supplier Licensed Software

- 7.8** Where any Supplier Licensed Software is to be provided under any SOW, the use and provision of Supplier Licensed Software shall be subject to a separate licence terms agreed under the relevant SOW between Supplier and Customer.

Third Party Product

- 7.9** Where specified in the relevant SOW, use or provision of certain Third-Party Product shall be subject to a separate, direct licence between the relevant third party (as licensor) and the Customer (as licensee). For the avoidance of doubt, such Third-Party Product shall not form part of the Supplier Proprietary Materials. Notwithstanding anything else contained herein, all or any Third-Party Product used or provided under this Agreement (or SOW) shall be pursuant to the standard terms and conditions of such Third-Party Product manufacturer; and Supplier does not make any representations or warranties of the same and hereby disclaims any claims regarding / arising due to usage or features of such Third-Party Product(s). In case of Supplier is providing any support services to any such Third-Party Product, Supplier will provide the support within its scope.

Customer Proprietary Materials

- 7.10** The ownership of all Intellectual Property Rights in the Customer Proprietary Materials remains with the Customer or relevant third party. The Customer shall grant (or procure that such third party shall grant) to Supplier, a licence to use, copy access, load, execute, transmit, display, store, make derivative works of and modify the Customer Proprietary Materials for the purpose of complying with its obligations under this Agreement.

Infringement Indemnity from Supplier

- 7.11** Supplier shall indemnify the Customer, its officers, agents, employees and directors against all third party claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any Intellectual Property Right by the use of the Supplier Software by or on behalf of the Customer.
- 7.12** The foregoing indemnity in Clause 7.11 shall be provisional on the Customer:
- (i) promptly notifying Supplier if any claim or demand is made or action brought against the Customer to which Clause 7.11 may apply;
 - (ii) granting Supplier exclusive control of any resulting litigation or negotiations;

- (iii) affording Supplier all reasonable assistance at its own cost for the purpose of contesting any claim or demand made or action brought against the Customer or Supplier;
- (iv) not making any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right to which Clause 7.11 may apply;
- (v) using commercially reasonable steps to mitigate any damages arising from the infringement or alleged infringement; and
- (vi) notifying Supplier of such claim within six (6) months of the Final Payment for the Deliverable giving rise to the claim.

7.13 If a claim or demand is made or action brought to which Clause 7.11 may apply or, in Supplier's reasonable opinion, is likely to be made or brought, Supplier may:

- (i) modify any or all the Supplier Software without reducing the performance and functionality of the same so as to avoid the infringement or the alleged infringement provided that the terms of this Agreement shall apply mutatis mutandis to such modified Supplier Software; or
- (ii) take such other action as Supplier may propose as appropriate to avoid or settle such claim, demand or action,

7.14 Supplier shall have no further liability thereafter to the Customer under this Clause in respect of the claim, demand or action.

7.15 The indemnity under Clause 7.11 shall not apply insofar as any such claim or demand or action is in respect of:

- (i) any use by or on behalf of the Customer of the Supplier Software in combination with any equipment or software not supplied by Supplier where such combination directly gives rise to the claim, demand or action; or
- (ii) any use by the Customer of the Supplier Software in a manner not reasonably to be inferred from the specification or any modification of the Supplier Software by the Customer; or
- (iii) any incorporation of other software provided by or on behalf of the Customer, in the Supplier Software by Supplier or any other Vendor in accordance with the instructions of the Customer.

7.16 The foregoing states Supplier's entire liability with regard to the infringement of any Intellectual Property Rights in connection with the use of the Supplier Software.

Infringement Indemnity from the Customer

7.17 The Customer shall indemnify Supplier against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any Intellectual Property Right by the use by Supplier of the Customer Software on behalf of the Customer.

7.18 The foregoing indemnity in Clause 7.17 shall be provisional on Supplier:

- (i) promptly notifying the Customer if any claim or demand is made or action brought against Supplier to which Clause 7.17 may apply;
- (ii) granting the Customer exclusive control of any resulting litigation or negotiations;

- (iii) affording the Customer all reasonable assistance at its own cost for the purpose of contesting any claim or demand made or action brought against the Customer or Supplier;
- (iv) not making any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right to which Clause 7.17 may apply;
- (v) using commercially reasonable steps to mitigate any damages arising from the infringement or alleged infringement; and
- (vi) notifying the Customer of such claim within six (6) months of the Final Payment for the Deliverable that the use of the Customer Software relates too.

7.19 The indemnity under Clause 7.17 shall not apply insofar as any such claim or demand or action is in respect of any use by Supplier of the Customer Software in a manner which could not be reasonably inferred from the Customer's instructions.

8 Non – Solicitation of Employees/Consultants

8.1 Customer agree that during the term of this Agreement and for a period of one (1) year from the termination/expiry of this Agreement, Customer will not solicit any employees for employment or any of the officers, directors or key employees of the Supplier, its subsidiaries or its Affiliates; provided, however, that nothing contained herein shall be construed to prohibit Customer from (i) placing general advertisements for employment and hiring any individuals who respond to such advertisements, (ii) hiring any individuals who are identified independently by third party recruiting firms.

8.2 No Conflict of Interest: Supplier covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance required under this Contract. The Customer further covenants that, in the performance of this Contract, it shall neither contract with nor employ any person having any such interest.

9 Warranties:

9.1 Both parties represent and warrant that they have the right, power and authority to enter into this Agreement.

Supplier Warranties

9.2 Supplier represents and warrants to the Customer that:

- (i) the Services shall be performed in a timely and professional manner using appropriately skilled, experienced and qualified Personnel;
- (ii) it shall comply with all applicable laws, enactments, orders and regulations in the performance of its obligations hereunder.

9.3 Except as expressly stated in this Agreement and to the maximum extent permitted by applicable law, all other warranties and conditions, whether express, implied or statutory, regarding the Services and the Deliverables, including, but not limited to, any warranty of merchantability, satisfactory quality or fitness for a particular purpose and non-infringement of third party rights are hereby disclaimed.

Customer Warranties

- 9.4** The Customer warrants to Supplier that:
- (i) the accommodation from which the Services are to be provided shall be fit for the purpose of providing the Services;
 - (ii) any equipment provided pursuant to Clause 4.1 shall be fit for the purpose of providing the Services and shall remain free from material defects; and
 - (iii) information or material supplied by the Customer for the purpose of enabling Supplier to perform the Services shall be accurate and complete and does not infringe the Intellectual Property Rights of any third party.

- 9.5** Except as expressly stated in this Agreement and to the maximum extent permitted by applicable law, all other warranties and conditions, whether express, implied or statutory, regarding the Services and the Deliverables, including, but not limited to, any warranty of merchantability, satisfactory quality or fitness for a particular purpose and non-infringement of third party rights are hereby disclaimed.

10 Confidentiality

- 10.1** Each Receiving Party acknowledges that the Confidential Information of the Disclosing Party is valuable to such Disclosing Party and undertakes to keep such Confidential Information secret and to protect and preserve the confidential nature and secrecy of that Confidential Information.

- 10.2** Each party may only use, reproduce or disclose (to its agents and employees only on a need-to-know basis) the Confidential Information of the other for the purposes of performing its obligations or exercising its rights under this Agreement.

- 10.3** The Receiving Party may disclose the Confidential Information of the Disclosing Party on a need to know basis to:
- (i) its legal advisers in order to advise it in relation to its rights under this Agreement; and
 - (ii) its employees, agents, subcontractors and Affiliates provided that the disclosure is made solely for the purpose of performing its obligations or exercising its rights under this Agreement.

- 10.4** The Receiving Party may disclose Confidential Information of the Disclosing Party:
- (i) to the extent required by law or lawful requirement of any government or governmental body, authority or agency having authority over the disclosing party; or
 - (ii) if required in connection with legal proceedings relating to this Agreement,

But in each case subject to the Receiving Party giving the Disclosing Party sufficient notice of any proposed disclosure to enable the Disclosing Party to seek a protective order or other remedy to prevent the disclosure.

- 10.5** The obligations of the Receiving Party in this Clause 10 do not apply to any Confidential Information that:
- (i) is or becomes public knowledge other than by breach of this Clause 10; or
 - (ii) is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party; or
 - (iii) is received from a third party who lawfully acquired it and who is under no obligation to the Disclosing Party restricting its disclosure; or
 - (iv) is independently developed without access to the Confidential Information.

10.6 Each party acknowledges that damages may not be an adequate remedy in the event of breach of this Clause and that the Disclosing Party shall be entitled to seek injunctive relief to protect the confidentiality of its Confidential Information.

10.7 The parties shall ensure that their personnel are bound by confidentiality undertakings substantially similar to this Clause 10.

11 Personnel

11.1 Access to Premises

- (i) The Customer shall be responsible for providing at its own cost and expense all the accommodation necessary to allow Supplier to perform that part of the Services to be performed at the Customer Location as defined in the relevant SOW.
- (ii) Supplier shall comply with all reasonable security requirements of the Customer while on any of the Customer's premises and shall procure that all of its employees, agents and subcontractors shall likewise comply with such requirements. The Customer shall provide to Supplier upon request a copy of its written security procedures.

11.2 Health and Safety

- (i) Each party shall notify the other of any health and safety hazards which may arise in connection with the performance of its obligations under this Agreement. In particular, the Customer shall notify Supplier of any health and safety hazards which may exist or arise at its premises and which may affect Supplier. Supplier shall draw these hazards to the attention of the Personnel. The Customer shall instruct such persons in connection with any necessary associated safety measures.

11.3 Change in Personnel

- (i) Subject to any specific provisions contained in any SOW, Supplier may upon reasonable notice to the Customer change the Personnel assigned to the Services. In such circumstances, Supplier shall endeavour to find a suitable replacement.
- (ii) Supplier reserves the right to review the performance of the Services at any time and, upon reasonable notice to the Customer, remove and redeploy any of the Personnel assigned to perform the Services if in its sole opinion such Personnel are surplus to requirements.

11.4 Ethics: Supplier agrees to ensure that each individual providing services under this Agreement operates ethically in accordance with the Supplier's code of conduct and ethics laws and, as appropriate, in compliance with all relevant codes of ethics, professional standards or best practice guidelines of the profession(s) represented. The provisions of the ethics statutes supersede anything to the contrary contained in the policies of the Supplier or the Supplier's procedures and practices.

12 Termination:

12.1 Either party may at any time, by notice in writing to the other party, terminate this Agreement or any SOW as from the date of service of such notice if the other party:

- (i) breaches any provision in this Agreement which expressly entitles the non-breaching party to terminate this Agreement in accordance with this Clause; or

- (ii) commits a material breach of any provision in this Agreement which is not remediable or, if remediable, is not remedied within thirty (30) days after the non-breaching party has given written notice to the breaching party requiring such breach to be remedied; or
- (iii) becomes or is likely to become unable to pay its debts or becomes subject to or itself invokes, or evidences an intention to invoke, any law or proceedings (in any jurisdiction to which it is subject) relating to its insolvency, liquidation, bankruptcy, winding-up, administration or dissolution or to a rescheduling, composition or arrangement in respect of any of its debts (otherwise than for the purposes of a bona fide amalgamation or reconstruction), or it has a receiver or other encumbrancer appointed over any part of its assets, allows a judgement against it to remain unsatisfied for more than fourteen (14) days.

12.2 In the event only that such right is specifically stated in any SOW, the Customer may terminate such SOW at any time by giving such notice to Supplier as is specified in the SOW.

12.3 For the avoidance of doubt, in the event of an early termination of these Master Terms all SOWs entered into hereunder shall automatically terminate.

12.4 Cure Period: In the event either party commits a material breach of any its obligations hereunder, the non-defaulting party will so notify the defaulting party in writing (and, in such notice, indicate the nature of the breach and the assertion of the non-defaulting party's right to terminate). Except as provided hereunder, the defaulting party will have thirty (30) days (except fifteen (15) days in the case of payment of monies due) following receipt of such notice to cure such breach or, if such breach reasonably cannot be cured in thirty (30) days, such longer period of time as may be reasonably necessary to effect such cure if the defaulting party furnishes to the non-defaulting party within such thirty (30) day period a plan demonstrating that it is capable of curing the breach and thereafter diligently proceeds to prosecute such plan to completion. If such breach remains uncured after such cure period, the non-defaulting party may terminate this Agreement effective immediately by sending further notice to such effect.

13 Consequences of Termination:

13.1 The termination of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

13.2 In the event that this Agreement is terminated or expires, each party shall return to the other party all property (including Confidential Information) belonging to the other party then in its possession.

13.3 In case of termination of these Master Terms or any SOW hereunder, for any reason whatsoever, the Customer shall pay to Supplier:

- (i) all Charges (whether invoiced or not) due and payable up to the notice of termination of the SOW(s); and
- (ii) the costs arising due to early termination of the Agreement including any payments relating to severance/notice of Supplier's employees who are let go from their employment owing to termination of these Master Terms or SOW.

13.4 Following the expiry or termination of this Agreement neither party shall have any further obligation or right with respect to the other party provided the provisions which by their nature should survive or have been expressly so stated, shall survive upto maximum 1 year after the termination/expiry of this Agreement.

13.5 Supplier may, if so requested by the Customer, provide extended assistance reasonably required by the Customer beyond the Termination date, to facilitate the transition of the Services to the Customer or any replacement supplier appointed by it. In such case, the Supplier shall be entitled to the reimbursement of its costs incurred in providing such exit assistance beyond the Termination date.

14 Limitation of Liability:

14.1 This Clause 14 prevails over other Clauses and sets out the parties' entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) in respect of:

- (i) any breach of its contractual obligations arising under this Agreement; and
- (ii) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- (iii) The Liability of Supplier under this Agreement would be restricted to the amount received by it during the immediately preceding six (6) months from the date the claim is lodged under the SOW giving rise to the claim.

14.2 Neither party excludes liability to the other for:

- (i) personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of itself, its servants, agents or sub-contractors; or
- (ii) fraud or fraudulent misrepresentation.

14.3 Except as provided in Clause 14.2, neither party shall be liable to the other under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation (other than were made fraudulently), breach of statutory duty or otherwise for:

- (i) any loss of business, contracts, profits, anticipated savings, goodwill, or revenue; or
- (ii) any indirect or consequential loss whatsoever incurred by the other, whether or not the possibility of such loss has been advised in advance.

14.4 In any event, Supplier shall not be liable for non-performance or delay in provision of the Services caused due to any default, delay, negligence or failure of Customer or any third party acting on Customer's behalf. Each Party agrees that it has a duty to mitigate damages/losses and covenants that it will use commercially reasonable efforts to minimize any damages/losses it may incur as a result of the other Party's performance or non-performance of this Agreement.

15 Data Protection:

15.1 Each party shall comply with its respective obligations under the provisions of the Data Protection Act and any legislation and/or regulations implementing them or made in pursuance of them that arises in connection with this Agreement. In case if Supplier is providing any Services in Cloud Environment then except for obligation towards Confidential Information received by Supplier for the purpose of this Agreement, all obligation related to protection of Customer Content/Data shall be governed by separate Cloud Service Agreement (CSA) and/or Data Processing Agreement

(DPA) or any other agreement which has been entered between the Customer and such Third-Party Product vendor. Supplier merely provides the service of assisting Customer in hosting its data. The decision to host its data with such Third-Party Product vendor and any repercussions from the decision are solely on Customer. Supplier is neither party to it nor shall Supplier be responsible for it. The Customer agrees that Supplier shall have no liability with respect to data safety, data loss, data corruptibility or otherwise any processing of Customer's Content and Data hosted at data centres maintained and operated by such Third-Party Product vendor.

15.2 Where Supplier, as part of the Services under this Agreement, processes personal data as a data processor on behalf of the Customer, Supplier shall:

- (i) act only on instructions from the Customer as a data controller;
- (ii) comply with the Customer's instructions in relation to the processing of personal data as such instructions are given and varied from time to time by the Customer;
- (iii) at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (iv) Subject to applicable law, Supplier may provide Customer's Content/Data to other Supplier group companies, Affiliates, and employees, who may collect, use, transfer, store or otherwise process it (collectively 'Process') in various jurisdictions in which they operate for purposes related to:
 - (a) the provision of the Services
 - (b) complying with regulatory, and legal obligations to which Supplier is subject;
 - (c) conflict checking;
 - (d) for risk management and quality reviews; and
 - (e) for Supplier' internal financial accounting, information technology and other administrative support services (collectively 'Processing Purposes'). Supplier shall be responsible for maintaining the confidentiality of Customer's Content/Data regardless of by whom such Information is Processed on Supplier' behalf.

15.3. For the Processing Purposes referred to above, Supplier and its other group companies, Affiliates, and employees may Process Customer's Content/Data relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate (Supplier office locations are listed at www.mastek.com). Supplier will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations. Supplier will require any Service Provider that Processes Personal Data on Supplier' behalf to adhere to such requirements. For Services where Supplier acts as processor processing Personal Data on Customer's behalf, appropriate data processing agreements will be executed with Customer, with regards to this Agreement.

16 Amendments:

16.1 No amendment or Change Control to the provisions of these Master Terms shall be effective unless and until made in accordance with this Clause 16.

16.2 Any amendment to these Master Terms must either:

- (i) be specified as a special term in the relevant SOW(s); or
- (ii) be made in writing, must expressly refer to the Clause(s) amended and must be approved on behalf of each party by an authorised signatory.

16.3 Any requirements for change to a SOW shall be subject to Change Control.

16.4 No terms and conditions of either party (including, without limitation, any terms or conditions contained in any SOW issued by the Customer) or invoices of Supplier shall form part of this Agreement or take precedence over any terms or conditions in this Agreement.

17 Dispute Resolution Procedure:

17.1 Except where expressly stated otherwise in this Agreement, all disputes arising out of or in connection with this Agreement between the parties or any failure between them to reach agreement or amicable settlement on any matter requiring agreement within a specified period, shall be determined in accordance with the Dispute Resolution Procedure as set out below.

17.2 Escalation

- (i) All disputes between the parties arising out of or relating to this Agreement shall be referred by either party to a director/officer/representative of Supplier and Customer for resolution.
- (ii) If any dispute is not resolved by the parties representatives defined in Clause 17.2.(i) within a ten (10) Working Days or such days as agreed by parties in writing after referral, the same shall finally be resolved in accordance with Clause 17.2.(iii)
- (iii) Any dispute, controversy, or claim arising out of or relating to this Agreement or any breach or termination of this Agreement, including but not limited to services provided under this Agreement, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be resolved by final and binding arbitration. The arbitral tribunal shall have the [sole] power to rule on any challenge to its own jurisdiction without any need to refer such matters first to a court [and all issues regarding arbitrability shall be decided solely by the arbitral tribunal/but this provision is not intended to preclude judicial consideration of the jurisdictional question before, during or after the arbitration]. The place and language of arbitration shall be England and Wales & English. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s) and the relief requested. Within [30] days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), setting out the nature of such counterclaims(s) and the relief requested.

18 GENERAL:

18.1 Anti-bribery and anti-corruption

18.1.1. The Supplier shall during the term of this Agreement:

- (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (**Relevant Requirements**);
- (ii) not engage in any activity, practice or conduct which would constitute an offence under Relevant Requirements;
- (iii) establish, maintain and enforce its own policies and procedures, to ensure compliance with the Relevant Requirements and this Clause;

- (iv) notify the Customer if it becomes aware of any breach of this Clause, or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement;
- (v) notify the Customer if a foreign public official becomes an officer or employee of the Supplier or acquires a direct interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct owners, officers or employees at the date of this Agreement; and
- (vi) upon request, certify to the Customer in writing signed by an officer of the Supplier, compliance with this Clause by the Supplier.

18.1.2. The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors, or other persons engaged in performance of the Supplier's obligations under this Agreement do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause. The Supplier shall be responsible for the observance and performance by such persons of these terms and shall be directly liable to the Customer for any breach by such persons of any of these terms.

18.1.3. Breach of this Clause shall be deemed a material breach under Clause 12.1.

18.2 Anti-slavery and human trafficking

18.2.1. In performing its obligations under the Agreement, the Supplier party shall:

- (i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force;
- (ii) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause;
- (iii) notify the Customer as soon as it becomes aware of any actual or suspected breach of this Clause; and
- (iv) maintain a complete set of records to trace the supply chain of all Services provided to the Customer in connection with this Agreement; and permit the Customer and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Clause.

18.2.2. The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking.

18.2.3. Breach of this Clause shall be deemed a material breach under Clause 12.1.

18.3 Compliance with laws and policies

18.3.1. In performing its obligations under the Agreement, the Supplier shall and shall procure that each member of its Group comply with all applicable laws (including but not limited to all taxation laws), statutes, regulations and codes from time to time in force.

18.3.2. Breach of this Clause shall constitute a material breach of this Agreement, which is irremediable under Clause 12.1.

18.4 Ethical and Professional Services

Supplier:

- (i) conducts all business in an honest and ethical manner;
- (ii) does not permit bribery or corrupt practices in any form (whether directly or indirectly);
- (iii) will not be involved in financial transactions derived from, or proposed to be used for, criminal activities;

- (iv) will resist any efforts made by others to improperly influence any decision-making process in order to achieve any personal or business advantage not legitimately due;
- (v) prohibits the making of facilitation payments as a means of doing business;
- (vi) expect all of its agents, contractors, suppliers, business partners and any other third party with which it does business to act in accordance with its anti-bribery and corruption policy and code of business ethics, and implement and enforce their own effective systems to counter bribery and corruption; and
- (vii) is committed to the continuous improvement of its anti-bribery and corruption processes and compliance framework.

18.5 Force Majeure:

- 18.5.1. Neither party shall be liable to the other under this Agreement for any failure to perform its obligations hereunder or for any loss or damage which may be suffered by the other party due to any circumstances beyond its reasonable control including without limitation any act of God, failure or shortage of power supplies, flood, lightning or fire, strike or other industrial action the act or omission of government or other competent regulatory authority, war, military operations, or riot.
- 18.5.2. If either party wishes to rely upon this Clause it shall send written notice to the other party explaining the relevant force majeure circumstances and both parties shall take all reasonable steps to mitigate the impact of such force majeure event.
- 18.5.3. Either party may terminate any affected SOW on not less than thirty (30) days' notice in writing to the other party where a force majeure event has substantially prevented or delayed either party from performing its obligations under such SOW continuously during the immediately preceding sixty (60) days.

18.6 Assignment and Sub-Contracting:

- 18.6.1. The Customer may upon notice to Supplier assign, subcontract, transfer or declare a trust of this Agreement or any of its rights or obligations, in whole or in part, to an Affiliate, except in respect of obligations to make payment under Clause 5 which may not be assigned or transferred without the prior written consent of Supplier.
- 18.6.2. Supplier may assign or novate this Agreement or any of its rights or obligations, in whole or in part, to an Affiliate.
- 18.6.3. Supplier may subcontract any of its rights and obligations hereunder, provided that in such circumstances Supplier shall not be relieved of any of its obligations nor of any of its liabilities under this Agreement and shall ensure that the subcontractor complies with the relevant provisions of this Agreement.
- 18.6.4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. In the event that this Agreement, in whole or in part, is assigned or otherwise transferred to or assumed by a third party, the third party will agree to be bound by the terms and conditions of this Agreement and the assigning, transferring or disposing party will guarantee such third party's compliance.

18.7 Communications:

Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been served as follows: (i) if delivered by hand, at the time and date of delivery; if sent by fax or email, on the day of transmission if transmitted before 4:00pm on a Working Day in the jurisdiction of the receiving party, but otherwise

on the next following Working Day; or (ii) if sent by recorded delivery or registered post, 48 hours from the date of posting (such date as evidenced by postal receipt etc.); and (iii) if sent by registered airmail, five days from the date of posting.

18.8 Set Off

Neither party shall be entitled to retain or set off any amount due to the other.

18.9 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall immediately commence good faith negotiation to remedy such invalidity.

18.10 Waiver

Any waiver or relaxation whether partly or wholly of any of the terms or conditions of the contract shall be valid only if in writing and signed by or on behalf of an authorised signatory of Supplier or an authorised signatory of the Customer and shall apply only to a particular occasion and shall not be continuing and further shall not constitute a waiver or relaxation of any other terms or conditions.

18.11 Third Party Rights

Except where expressly provided to the contrary, this Agreement is not intended to be for the benefit of, and shall not be enforceable by, any person who is not named at the date of this Agreement as a party to it or any person who claims rights or otherwise and neither party can declare itself a trustee of the rights under it for the benefit of any third party. The parties to this Agreement reserve the right to rescind or vary this Agreement without the consent of any third party who is expressly entitled to enforce this Agreement.

18.12 Relationship of the Parties

The Parties acknowledge and agree that this Agreement shall not constitute, create or otherwise give effect to a joint venture or a partnership of any kind and neither party shall have the right to bind the other without the other's prior written consent. At all times during the Term hereof and thereafter, the Parties shall each enjoy a non-exclusive relationship in all respects under this Agreement.

18.13. Equal Employment Opportunity

Supplier represents that it is an equal opportunity employer. Supplier does not discriminate on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, veteran status, medical condition, disability or any other legally protected classification, except as may be permitted by law.

18.14. Entire Agreement

- 18.14.1. This Agreement supersedes all previous conditions, understandings, commitments, agreements or representations (other than fraudulent misrepresentations) whatsoever whether oral or written relating to the subject matter of this Agreement and constitutes the entire agreement between the parties relating to the subject matter of this Agreement.
- 18.14.2. Supplier shall provide the Services as per this Agreement. Where any purchase order/work order ('PO') is issued in connection with the Services, it is hereby mutually agreed between the Parties that no pre-printed terms contained or referred in the PO will be applicable and the Services shall be solely governed by the terms and conditions under this Agreement only.

18.15. Reference

Customer hereby acknowledges that its product or corporate names, logo, trademarks (registered or unregistered) may be used by Supplier as a part of its client reference list, brochures, pamphlets, advertisements or other documents for its business promotion, explanation, statistics and evaluation etc.

18.16. Counter Parts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

18.17. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with laws of UK and subject to Clause 17, the Parties hereby irrevocably submits to the exclusive jurisdiction of the England and Wales courts.

18.18. Authority

Each person signing warrants and represents that he or she has full authority to enter into this Agreement, and that all representations and warranties in this Agreement, are true and correct.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives on the day and year first hereinabove mentioned.

For and on behalf of SUPPLIER	For and on behalf of CUSTOMER
Name:	Name:
Designation:	Designation:
Date:	Date:

ANNEX-I

Additional terms for Implementation Services

1. Milestone completion process: Where Supplier is providing Implementation Services, then upon completion of each milestone / activity as specified in the relevant SOW, Customer agrees to provide Acceptance of the milestone / activity within max fifteen (15) days from the date of submission by Supplier. If Customer does not raise any issues/queries for that milestone within said stipulated period, the concerned milestone / activity shall be deemed as accepted. Non-payment or delayed payment of milestone payments by Customer, post Acceptance, whether by signed return of MCC or by efflux of time, shall be a breach of this Agreement.
2. Customer agrees that, to the extent if there is a material delay (of one week or more) in reaching the final go live milestone and such delay is caused due to any reasons solely attributable to Customer, then Supplier shall be entitled to the extension in the project timeline to the extent of delay and also be entitled to receive any additional reasonable costs incurred by Supplier due to such delay. Supplier agrees that, to the extent there is any material delay (of one week or more) in reaching the final go-live milestone and such delay is caused due to any reason solely attributable to Supplier, then the Customer may charge a penalty in relation to any direct costs which are incurred at the rate of 0.5% per week to a maximum of 10% of the Charges for such Implementation Services.