

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("Agreement") is entered on this----- (the "Effective Date") by and between, ----- (hereinafter referred to as the "Customer"), a company incorporated under the laws of ----- having its registered office address at ----- ("**Customer Entity and Address**"), which expression shall unless expressly excluded or repugnant to the subject or context means and includes its successors-in office and assignees –**OF THE FIRST PART**

AND

----- (hereinafter referred to as "**Winfo**") having its registered office address at -----, which expression shall unless expressly excluded or repugnant to the subject or context means and includes its successors-in office and assignees –**OF THE OTHER PART**.

WHEREAS:

- A) Winfo is engaged in the business of providing services in the areas of IT and System Integration (business process, functional, and technical) Services, ERP Application Implementation, Application Upgrades, Managed Services, Resource Augmentation Services, ERP related Enhancements & Development Services (End to End), Custom application development Services, Cloud Services;
- B) The Customer is engaged in the business of _____;
- C) Winfo represents that it has requisite infrastructure, specialized facilities, manpower and knowledge to provide the Services (*defined below*) and accordingly, offers its Services to the Customer;
- D) The Customer relying on the representations and warranties made by Winfo as set out in this Agreement, has agreed to avail the Services and Winfo has agreed to provide Services to the Customer upon the terms and conditions as enumerated hereunder;
- E) Both the Parties wish to enter into this Agreement to ensure that proper elements and commitments are in place to provide consistent service support and delivery, upon the terms and conditions mutually agreed upon and as contained herein below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SCOPE OF SERVICES/PRODUCTS.

- 1.1.** Winfo shall provide the services as agreed between the parties and as more specifically set out in this Agreement and in the specific SOW(s) from time to time during the term of this Agreement (hereinafter referred to as

‘Services’). The Services as mentioned herein and in the specific SOW(s), may be modified, from time to time, with the written consent of both parties.

- 1.2. The Customer shall endeavor to comply with/fulfil certain obligations as detailed in this Agreement and as set out in the specific SOW(s) to ensure that Winfo is able to effectively provide the Services.
- 1.3. Each SOW, together with the terms of this Agreement, shall be deemed to be a separate contract that will be effective as of the date of signing of the specific SOW(s) by the Authorised representatives designated by Winfo and the Customer.

2. **TERM.** This Agreement shall commence on the Effective Date and shall terminate upon the later of (i) the third anniversary of the Effective Date and (ii) the latest termination date provided for in an effective SOW, unless earlier terminated or extended in accordance with the provisions of this Agreement and mutually agreed terms in writing. Each SOW shall specify a commencement and termination date for that specific SOW. The terms of this Agreement may be extended/renewed upon the mutual written agreement of both the Parties.

3. **PAYMENT/CONSIDERATION.**

- 3.1. **Rates.** Winfo’s obligations and Customer’s rights under this Agreement are conditioned upon Customer’s payment of the fees set forth in the applicable SOW(s). Winfo’s rates/fees for the Products and Services will be discussed and itemized in the applicable SOW(s). The Customer shall pay Winfo the fees for the Products and Services in accordance with this Agreement and the applicable SOW(s).

- 3.2. **Expenses.** Customer shall reimburse Winfo for all reasonable and pre-approved expenses (including travel and living) incurred in the performance of Services and delivery of Products here under as set out in the specific SOW(s).

Reimbursements will be paid within thirty (30) calendar days of receipt of an undisputed invoice for the expense.

- 3.3. **Travel Expenses.** If Winfo personnel are required to travel to a remote Customer location or a site not identified in an applicable SOW, Winfo shall be reimbursed as set forth in Section 3.2. (Note: All travel and expenses should be pre-approved in writing by the Customer prior to the actual travel and incurring expenses)

- 3.4. **Billing.** – Winfo shall bill the Customer on one of the following basis mentioned below:

- 3.4.1. **Time & Materials.** In the case of SOWs submitted and billed on a “Time and Materials” basis, Winfo shall bill the Customer on an hourly basis or on such other basis as set forth in the applicable SOW(s). The Customer shall pay all undisputed invoices submitted by Winfo for the Services and the Products within thirty (30) calendar days from the date the invoice is received by Customer. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify Winfo in writing of its objection within fifteen (15) calendar days from the date of Customer’s receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice not in dispute. The parties will work together in good faith to resolve the disputed portion of the invoice within 30 (thirty) days from the date of the dispute of the invoice.

- 3.4.2 **Fixed Fee or Milestone.** In the case of SOW(s) submitted and billed on a “Fixed Fee” or” Milestone” basis, the Customer shall be provided with a Payment Schedule in the applicable SOW(s). The Customer shall pay the relevant amounts on the date identified for each payment in the applicable SOW(s).
- 3.5. **Non-Payment.**
- 3.5.1. **Late Fees.** If the Customer fails to pay the fees for Services or Products as set out in the applicable SOW(s), or notification of any dispute of the Services or Products, within the agreed timeframe, Winfo shall be entitled to a Late Payment equal to the rate of 3.5% per month of the total outstanding balance on a compounding basis.
- 3.5.2. **Suspension of Service.** In the event that the Customer fails to pay the fees for the Services or Products as set out in the applicable SOW(s), or notification of any bona fide dispute of the Services or Products, within the agreed timeframe, in addition to the payment of Late Fees as per Section 3.5.1 of this Agreement, Winfo shall have the right to suspend its Services until such time the Non-Payment of the fees inclusive of the payment of the Late Fees is paid. Winfo will notify the Customer in writing of its intent to suspend its service no less than ten (10) calendar days prior to suspension of service.
- 3.6. **Taxes.** Customer shall be responsible and shall reimburse Winfo for all sales and other applicable taxes/duties/charges of any kind imposed by the respective governmental authority in connection to this Agreement except those based upon the net income of Winfo.
- 3.7. **Personnel Assigned.** All personnel engaged for the performance of the Services under this Agreement and under the applicable SOW(s) shall be the employees or contractors as may be engaged by Winfo from time to time for the performance of the Services. Winfo shall be responsible for the acts of its employees or contractors as if such actions have been committed by Winfo. Any and all sums subject to deductions that may be applicable to Winfo’s personnel engaged to perform and render the Services under this Agreement and under the applicable SOW(s) required to be withheld and/or paid under any applicable laws shall be Winfo’s sole responsibility.
4. **WARRANTIES.**
- 4.1. **Services Warranty.** All Services provided in terms of this Agreement and the relevant SOW(s) shall be performed in a competent, timely and efficient manner, in accordance with all applicable laws and regulations.
- 4.2. **Product Warranty.** The Customer acknowledges that due to the nature of computer programming, Winfo does not warrant that the Product will be completely free of Defects. All Products provided by Winfo hereunder (which in no event shall be deemed to include third party software such as any product of Oracle) shall, if not altered by Customer or a third party, when used with properly functioning equipment, perform substantially in accordance with the documentation accompanying such Products (the "Documentation") for a period of 30 days from delivery (the "Warranty Period"). Such Documentation must be signed and accepted by the Customer for the warranty to be valid. If during the Warranty Period any Defects are discovered, after verification of such Defects, Winfo shall use its reasonable efforts to correct such Defects promptly, and at its expense, such that the Product performs substantially in accordance with the Documentation, and Winfo shall deliver such corrected Product to Customer. The foregoing shall be the Customer's sole remedy with respect to any Products that fail to perform substantially in accordance with the applicable Documentation during the Warranty Period. Following the end of the Warranty Period, Winfo shall correct any Defects subject to the terms of an additional work agreement.

4.3. **Customer Warranty.**

- 4.3.1. **Customer Resource Warranty.** Customer warrants that it will supply resources as per the applicable SOWs, it will assist and cooperate with Wininfo, provide reasonable access to Customer sites, and provide other information and data required for the performance of the Services. Customer acknowledges that Wininfo's performance is dependent on Customer's performance of the responsibilities identified as being those of Customer in the applicable SOW and no timely decisions and approvals by Customer. Wininfo shall be entitled to rely upon the accuracy and completeness of all information provided by, and upon the decisions and approvals of, Customer in connection with the Services. Unless otherwise expressly set forth in a SOW, Customer shall be responsible for implementation of any actions identified or recommendations made by Wininfo.
- 4.3.2. **Customer Software Warranty.** Customer is responsible for any and all license and support fees required for hardware and software in use at Customer or Wininfo locations in support of Services delivered under this Agreement, including any changes to Infrastructure or application configuration that may impact license and support fees. Customer warrants that software provided for use on SOWs under this Agreement shall be fully owned or licensed by Customer for use by Wininfo.
- 4.3.3. **Customer Indemnity.** Customer agrees to indemnify Wininfo against any 3rd party claims made against Wininfo related to use of Customer software by Wininfo during the execution of Services under this Agreement.
- 4.3.4. **Disclaimer.** Unless expressly specified in the applicable SOW, the selection of any products and services to be purchased from third parties, and the adequacy of such products or services for the Customer's needs, are management decisions that are made solely by Customer. The warranties set forth in this Agreement are made to, and for the benefit of the parties to this Agreement exclusively.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, STATUTORY, WARRANTIES OF TITLE AND NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ALL OF WHICH ARE HEREBY EXCLUDED. CUSTOMER'S ABILITY TO ACHIEVE THE BENEFITS WITH RESPECT OT THE MATTERS THAT WINFO'S SERVICES RELATE WILL BE BASED ON NUMEROUS FACTORS AND ASSUMPTIONS THAT ARE NOT WITHIN WINFO'S CONTROL, AND WINFO DOES NOT GUARANTEE THAT THE INTENDED BENEFITS WILL ACTUALL BE ACHIEVED.

5. **INDEMNITY: INTELLECTUAL PROPERTY.**

- 5.1. Each Party ("Indemnifying Party"), undertakes to indemnify and defend, release, and hold harmless its directors, officers, agents, employees (each being an "Indemnified Party") from and against any and all third-party claims, actions, suits, proceedings, judgments, losses, liabilities, expenses, damages, (including reasonable attorneys' fees), charges and fees arising from a claim against such Indemnified Party may become subject to and related to or arising out of any breach of any warranty, representations, covenant, unauthorized act, fraud, any willful default and/or negligence by the Indemnifying Party and its representative or arising out of the breach of performance of the obligations under this Agreement or a claim alleging that Customer's permitted use of the Services or Products under this Agreement infringes upon the validly existing rights of that third party.

5.2. Ownership of Intellectual Property.

- a. For purposes of this Section 5.5 “Intellectual Property Rights” means any patent, copyright, design right, registered design, moral right, database right, goodwill, semi-conductor topography right, trade name, trade mark, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting in any jurisdiction whatsoever together with any renewals, revivals or extensions of any of the foregoing. Except as otherwise provided herein, each Party shall exclusively own and retain their respective rights, title and interest in their Intellectual Property Rights and neither Party will have any claim or right to the other Party’s Intellectual Property Rights by virtue of this Agreement. In consideration for the payment of fees made to Wininfo under this Agreement or an applicable SOW for the performance of the Services, the Customer shall become the sole and exclusive owner of all rights, title and interests in and to any deliverables (as defined in the applicable SOW) supplied by Wininfo as per the terms and conditions under this Agreement and the specific SOW(s); with the exception that all Wininfo pre-existing Intellectual Property Rights contained in the deliverables, or Intellectual Property Rights that Wininfo may create independently without reference to Customer’s Confidential Information, shall remain unconditionally vested in and owned by Wininfo. Should Wininfo use or incorporate any of its Intellectual Property Rights in any deliverables, Wininfo grants to Customer a fully paid, worldwide, perpetual, non-transferable, non-exclusive license to use and reproduce the same as required to enable Customer to use the deliverables as anticipated by this Agreement and applicable SOW(s), for Customer’s internal business needs alone and for no other purposes unless agreed to otherwise by the Parties. Each Party agrees that they shall use the Intellectual Property Rights of the other Party solely as provided for under this Agreement. Each Party shall furnish to the other Party all such materials prior to circulating or publishing the same and obtain prior written consent of the respective Party. Neither Party shall acquire any right whatsoever, through use in commerce or otherwise, in the Intellectual Property Rights of the other Party on account of the limited permitted use as per the terms of this Agreement. All such rights pertaining to use and title of all Intellectual Property Rights of the Party shall exclusively vest with the original owner only.
- b. Either Party shall not under any circumstances make any alterations, additions or deletions on any of the documents belonging to the other party, which may from time to time be in the possession of either party.

6. CONFIDENTIALITY

6.1. Confidential Information

Both parties agree that they shall maintain as confidential and shall not disclose, copy, nor use for purposes other than the performance of this Agreement or as required by law, any information that relates to the other party’s business affairs and in terms of this Agreement, either Party may disclose and the discloser is hereinafter called the “Disclosing Party” and the receiver is hereinafter called the “Receiving Party” and that the information may include, but is not limited to: documents, lists (including supplier and customer lists), data, formulae, test results, performance data and reports, computer programs, technology, research and development, algorithms, hardware configuration, all commercial, marketing and financial information, employee information, shareholder information, client details and client confidential information, project details, trade secrets, customer information, marketing plans, business plans, pricing discoveries, ideas, concepts, product availability, know-how, techniques, designs, specifications, drawings, maps, blueprints, diagrams, flow charts and other technical, financial or business information. Such information, along with all quotations, concepts, marketing proposals, branding strategies, designs, technical data, trade secrets and know-how, research, technical requirements notes, studies, reports,

analyses, correspondence, evaluations, recommendations, advice or other materials, in whatever form, howsoever recorded whether in eye or machine readable form and whether provided verbally or by demonstration and whether disclosed to the Recipient before or after the signature of this Agreement and for whatever purpose it is or has been disclosed and all recorded information, created/provided by the Disclosing Party to the Receiving Party based on or incorporating that information relating to the Disclosing party's business, in any form, including written, oral, electronic data, tape and other forms ("Confidential Information") and the Receiving Party agrees to protect the Confidential Information with the same degree of care that the Receiving Party exercises to protect its own confidential information. Nothing in this Section shall restrict either Party with respect to information that: (i) is independently developed by a Party without reference to the other Party's Confidential Information; (ii) is or becomes public or available to the general public other than through any act or default of the Receiving Party; (iii) is received by a Party from a third party under no obligation to keep such information confidential; or (iv) is required by law to be disclosed. The Parties acknowledge that a breach of this Section may cause irreparable damage and therefore, the injured Party shall have the right to seek equitable and injunctive relief in connection with any violation hereof. The provisions of this Section shall survive the termination or expiration of this Agreement.

- 6.2. **Obligations.** The Receiving Party shall use Confidential Information solely for purposes of performing its obligations under this Agreement and each Work Order and shall not, without the Disclosing Party's prior written consent, publish, disseminate, or otherwise disclose to any third party any Confidential Information. The Receiving Party shall restrict the dissemination of Confidential Information within its own organization to only those persons who have a need to know, and shall ensure that all of its Affiliates and its and their respective employees and representatives involved in carrying out this Agreement and each Work Order are aware that the information is confidential and are bound by non-disclosure and non-use obligations at least as protective of Confidential Information as those set forth in this Agreement. The Receiving Party shall use at least the same care and discretion in maintaining the confidentiality of Confidential Information as it uses with its most sensitive confidential information.
- 6.3. **Notwithstanding Section 6.2.** If the Receiving Party is requested to disclose Confidential Information by a lawful judicial or government order, the Receiving Party shall immediately notify the Disclosing Party of, and permit the Disclosing Party to defend against, any such order of disclosure and limit the disclosure of the Confidential Information and the Receiving Party shall assist in such defense to the extent permitted by law at the Disclosing Party's expense. If the Receiving Party is thereafter required to disclose Confidential Information, the Receiving Party shall consult with the Disclosing Party to determine a mutually satisfactory means to disclose such information as necessary to comply with the applicable order and in any event such disclosure shall be narrowly crafted to contain only such Confidential Information as is required by applicable law.
- 6.4. This Confidentiality clause shall be in addition to and in support of any Non- disclosure/ Confidentiality agreement entered between the parties.
- 6.5. The confidentiality obligations of the Parties shall survive the termination/expiry of this Agreement. Further, both parties understand that the breach of this Clause may result in irreparable damage to the other party.
- 6.6. Winfo shall ensure to have appropriate security, back-up and disaster recovery plan and machinery in place in providing the Services.
- 6.7. Upon expiry or earlier termination of this Agreement, each Party shall forthwith cease all use of the other Party's Confidential Information and shall, and on request from the Disclosing Party, return such information to the

disclosing Party or destroy the confidential information in accordance with the disclosing Party's written instruction.

7. LIMITATION OF LIABILITY.

- 7.1 Nothing in this Section 7 or otherwise under this Agreement or any SOW shall exclude or in any way limit either party's liability to the other party for (i) fraud (ii) death or personal injury caused by its negligence, or (iii) any liability to the extent the same may not be excluded or limited as a matter of law.
- 7.2 SUBJECT TO SECTION 7.1, NEITHER OF THE PARTIES HERETO SHALL BE LIABLE TO THE OTHER FOR THE PAYMENT OF ANY LOSS OF USE, LOSS OF PROFITS (OTHERWISE THAN IN RESPECT OF ANY OBLIGATION TO PAY THE FEES DUE TO WINFO), BUSINESS INTERRUPTION, COST OF COVER, SAVINGS, LOSS OF BUSINESS, LOSS OF DATA, OR DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
- 7.3 SUBJECT TO THE FOREGOING, AND FOR EACH PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER AND BREACH OF INTELLECTUAL PROPERTY, FOR WHICH THEIR LIABILITY SHALL BE UNLIMITED, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE SOW IN RESPECT OF WHICH THE LIABILITY ARISES IN THE PRECEDING 12 MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH.

8. FORCE MAJEURE.

Neither Winfo nor Customer shall be responsible for any delay or failure of performance resulting from causes beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God, nature, pandemics, riots, acts of war, labor disputes, fire, earthquake, or other disasters, and the time for performance hereunder shall be extended for the period of the delay.

9. NON-SOLICITATION

During the term of this Agreement and for a period of six (6) months thereafter, neither party shall solicit for employment, employ or engage the services of any employee or consultant of the other party who performed services on behalf of such other party in connection with, or was otherwise involved in the procurement or performance of this Agreement or SOW, without the prior written consent of the other party or any employee of either Party to this Agreement. This provision shall not restrict general advertisements of employment or the rights of any employee of one party, on that employee's own initiative, or in response to general advertisements, to seek employment from the other party under such circumstances, for the other party to hire such an employee.

10. CUSTOMER REFERENCE

Customer agrees (i) that Winfo may identify Customer as a recipient of Service and use Customer's name and logo in sales presentations and in marketing materials and (ii) with prior Customer approval to develop a brief customer profile for use by Provider for promotional purposes on any website owned and/or controlled by Winfo Solutions.

11. **TERMINATION**

- 11.1. **By Mutual Agreement.** The Parties may mutually agree to terminate this Agreement or SOW in writing at any time.
- 11.2. **For Convenience.** Unless otherwise prohibited or controlled by the terms of an SOW to this Agreement, either Party may, with thirty (30) calendar days' written notice ("Termination Date"), cancel this Agreement, or any SOW hereunder for convenience.
- 11.3. **Effects of Termination for Convenience.** In the event of termination for Convenience by Customer, Customer shall pay Winfo for all work performed up to the date of termination if the engagement is time and expense. In the event that the engagement is a fixed fee, the Customer shall pay the fees in accordance with the exit schedule set forth in the applicable SOW(s).
- 11.4. **For Breach.** Either Party ("Non-Defaulting Party") may terminate this Agreement earlier than the Term or individual SOWs if the other Party ("Defaulting Party") written notice upon the occurrence of any of the following events:
- (i) The commission by the Defaulting Party of a material breach of this Agreement, which breach is not cured within thirty (30) days of the Defaulting Party's receipt of written notice of such breach; or
 - (ii) The Defaulting Party has or may be commencing a voluntary or involuntary bankruptcy, receivership or similar proceeding with respect to such other party; or
 - (iii) The Defaulting Party is in breach of its confidentiality obligations.
- 11.5. **Return of Proprietary or Confidential Information.** Within ten (10) days after the termination or expiration of this Agreement, each Party shall return to the other all Proprietary or Confidential Information (defined below) (if any) of the other party (and any copies thereof) in the party's possession or, with the approval of the party, destroy all such Proprietary or Confidential Information.
- 11.6. **Failure to Pay.** Where the material breach is Customer's failure to pay an undisputed amount on an invoice, Winfo may terminate the Agreement and/or the relevant SOW(s) by providing a fifteen (15) business days' written notice, provided the Customer does not cure the failure of payment of the undisputed amount within ten (10) business days of receipt of notice.
- 11.7. **Upon Assignment.** A party may terminate this Agreement or individual SOWs if any assignment is made of the other party's business for the benefit of creditors, or if a petition for bankruptcy is filed by or against the other party, or if a receiver or similar offices is appointed to take charge of all or part of the other party's property, or if the other party is adjudicated a bankrupt.
- 11.8. **Consequences of Termination.** Upon termination of this Agreement and/or of any SOW(s) Winfo shall return to Customer all materials and items furnished to Winfo by Customer hereunder and provided Customer has paid all amounts due and owing to Winfo, all deliverables in progress at the time of termination or expiration.
- 11.9. **Effect of Termination/Expiry.** Any obligations arising under this Agreement that should be reasonable construed as surviving termination/expiry will survive the termination/expiry of this Agreement until discharged completely by such Party. Second Party shall pay Gnani the undisputed outstanding amounts, if any, for the services rendered and work performed up to the effective date of termination.

12. **CHANGE PROCEDURE.**

This Agreement along with all approved SOWs represent the scope of Services or Products to be provided by Winfo to Customer and all commitments and obligations between the parties. Winfo and Customer agree that any changes to the scope of services, payment obligations or contractual commitments must be documented in a formal Change Request substantially in the form set forth in Exhibit C.

13. **NOTICES.** All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing, delivered personally, sent by recognized overnight courier or certified mail, postage prepaid, or sent by email, address as follows:

13.1. **If to Winfo:** [insert Winfo details]

Address:

Phone

13.2. **If to Customer:** [insert contact details]

Address:

Phone

or to such other address or addresses and to the attention of such other person or persons as either of the parties hereto may notify the other in accordance with the provisions of this Agreement.

14. **GENERAL.**

14.1. **Non-Exclusivity** - Winfo shall provide, on a non-exclusive basis, the Services and Products as set forth in the SOWs which will incorporate the terms of this Agreement by reference.

14.2. **Inconsistency:** If any terms of a SOW conflict with the terms of this Agreement, the terms of this Agreement will control unless otherwise expressly stated in the SOW with reference to the section(s) of the Agreement that are to be overridden.

14.3. **Governing Law/ Jurisdiction.** This Agreement and all SOWs hereunder shall be governed by and construed in accordance with the laws of _____. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts

of _____ over all disputes arising under or in connection with this Agreement. The governing language of this Agreement and all SOWs hereunder shall be English language for all purposes.

14.4. DISPUTE RESOLUTION AND GOVERNING LAW

- a. In case any disputes, controversies or claims arising out of or in connection with this Agreement (“Dispute”) or any difference of opinion arises between the parties in relation to or in connection with this Agreement, the parties shall undertake negotiations in good faith with a view to resolving the matter. If, notwithstanding negotiations by and between the parties the dispute or difference opinions is not resolved, within 30 days, either party may refer the Dispute or difference arising to arbitration as per the provisions of the _____ for the time being in force or any statutory modification thereof. The award made by the sole arbitrator mutually appointed by both the parties in pursuance thereof shall be binding on the parties. The seat of arbitration shall be _____.
- b. the proceedings of arbitration shall be in English language.
- c. The arbitral award shall be substantiated in writing and shall be final and binding on the parties thereto. The arbitral award shall also decide on the costs of the arbitration procedure. The award shall be enforceable in any competent court of law. During the process of arbitration, this Agreement shall remain in force and be performed by the Parties except for the matter referred to arbitration.
- d. Neither the existence of any Dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. The pendency of Dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.
- e. The Parties as well as the arbitrators shall take all reasonable efforts to ensure that the arbitration is completed within a period of six months.

14.5. **Relationship of Parties.** The relationship of the parties shall at all times be one of independent contractor, and neither party shall be or represent itself to be an employee, agent, representative, partner or joint venture partner of the other, or of its affiliates or subsidiaries, nor shall either party have the right or authority to assume or create any obligation on behalf of or in the name of the other or to otherwise act on behalf of the other.

14.6. **Survival of Provisions.** The terms and provisions of this Agreement that by their sense and context are intended to survive the performance thereof or hereof by either party or both parties hereto shall so survive the completion of performance and termination of this Agreement, including without limitations the indemnification and confidentiality and obligations regarding making of any and all payments due hereunder.

14.7. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, neither party shall assign their obligations hereunder and this Agreement may not be assigned in whole or in part without the prior written consent of the

other party, except that either party may assign this Agreement to any purchaser of all or substantially all that party's assets and/or stock. Any assignment in violation of this Agreement shall be considered null and void.

- 14.8. **Entire Agreement; Amendments; and Waivers.** This Agreement, including any Exhibits and SOWs hereto, constitutes the entire understanding and agreement between the parties relative to the subject matter hereof. Any amendments to this Agreement must be in writing, signed by an authorized representative of each party. The failure of any party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of the provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- 14.9. **Partial Invalidity.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, unless the deletion of the provision or provisions would result in such a material change as to cause completion of the transactions contemplated herein to be unreasonable.
- 14.10. **No third-party beneficiaries.** The provisions of this Agreement are for the benefit of the parties and not for any other person.
- 14.11. **Execution in Counterparts.** This Agreement may be executed by the parties hereto signing the same instrument, or by each party hereto signing a separate counterpart or counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 14.12. **Section Headings.** Section and subsection headings in this Agreement are for convenience of reference only, do not constitute a part of this Agreement, and shall not affect its interpretation.

List of Exhibits:

Exhibit A – Definitions

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

(WINFO SOLUTIONS PRIVATE LIMITED)

[insert Customer contracting entity details]

By: _____

By: _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A – Definitions

DEFINITIONS

Confidential Information – disclosing Party’s proprietary, non-public information, including, but not limited to, the terms. of this Agreement, benchmark test results, and the Service. It does not include information (i) lawfully received from third parties without confidentiality obligations to the disclosing Party; (ii) in the public domain; or (iii) developed without reliance on the non-disclosing Party’s Confidential Information.

Defects – Errors within a software program resulting in program functionality which is materially not in agreement with documented specifications.

Documentation – documents including, but not limited to, the functional or technical specifications which detail the product or service to be implemented under the applicable SOW.

Hardware – the equipment (including its software components) that Winfo uses to provide the Service.

Infrastructure – means back-up systems, firewalls, installation of base-level database, load balancing, monitoring, Core. Network, operating system, and servers.

Products – any software application, reports, programs or the like created by Winfo for the benefit of Customer. In no event shall Product mean any third-party software or product, such as any Product of Oracle.

SOW – means a document signed by the Parties, governed by this Agreement, and specifying the Service that Winfo will provide and the fees that Client will pay. Each SOW is independent of, and without legal effect on, other SOWs.

Services – means the services more particularly described in the applicable SOW(s) which Winfo will deliver to the Customer.

Termination Date – the date of termination or expiry of the agreement, howsoever occurring.