

MASTER SERVICES AGREEMENT

This agreement ("Agreement" or "MSA") is made on the ____ day of January 2026 between Nagarro Software Ltd. with office at 4 Eastcheap London EC3M 1AE UK ("Nagarro") and _____, Crown Commercial Services, a _____ with office at _____ ("Client"). The parties hereby agree as follows:

Commented [NL1]: Client to fill in the details.

1. Subject Matter of the Agreement

- 1.1 On the basis of individual work instructions, Nagarro shall carry out software design, development, and consulting work for Client. Client shall provide Nagarro with such documentation and information as is reasonably necessary to assist Nagarro in performing the work in accordance with the Agreement.
- 1.2 Nagarro may contract all or part of the work to its Affiliates or to individual subcontractors. "Affiliate" means any entity directly or indirectly controlling or controlled by or under direct or indirect common control with, another entity; "control" means the power, directly or indirectly, to direct, or cause the direction of the management and policies of an entity through the ownership of voting securities, by contract or otherwise.
- 1.3 The parties further agree that the Affiliates of the parties can also utilize this Agreement. Client or Client Affiliate may procure Services under this MSA from Nagarro or Nagarro Affiliate and the services shall be governed by the terms of this Agreement. Such Affiliates may enter into a Statement of Work pursuant to this MSA. Remote Working or work from home is hereby permitted.

2. Intellectual Property

- 2.1 In this Agreement, "Intellectual Property Rights" means all intellectual property rights including without limitation patents, trademarks, service marks, trade and service names, copyrights, database rights, design rights, rights in know-how, moral rights, trade secrets and rights of confidence; all rights or forms of protection of a similar nature.
- 2.2 All Intellectual Property Rights and all materials including reports, plans, information, data, drawings, computer software, renditions, mockups, prototypes, or other works created by Nagarro for the Client in connection with this Agreement shall be owned by the Client once Client has paid all invoices.
- 2.3 Ownership in any Pre-existing IPR or Third Party IPR shall continue to be retained by the existing owners of such IPR, including any amendments, modifications or enhancements thereto. Any use of third-party material shall be subject to third-party licensing conditions. The Parties hereby agree and acknowledge that any generative artificial Intelligence tools ("Gen AI tools") is a third-party product and its usage shall be on the "AS-IS" basis by Nagarro.

3. Confidential Information

- 3.1 In this Agreement, "Confidential Information" means all information of a confidential nature including without limitation drawings, customer details, specifications, documents, computer programs, trade secrets, and other data which either party may impart to the other which is designated as confidential. Confidential Information does not include information that was: (i) public knowledge at the time of its disclosure; or (ii) subsequently becomes public knowledge (through no fault of the receiving party); or (iii) subsequently comes lawfully into the possession of the receiving party from a third party; or iv) becomes known to a party from another source without confidentiality restriction on subsequent disclosure or use; or (v) is disclosed pursuant to any judicial or governmental request or order; provided that the receiving party takes reasonable steps to give disclosing party sufficient prior notice so that it may contest or limit any such request or order.
- 3.2 Nagarro and Client undertake to treat as confidential the Confidential Information and undertake not to disclose to third parties or make use of any Confidential Information except for the purpose of fulfilling obligations under this Agreement. Nagarro and Client shall also impose this duty of confidentiality on their own staff, subcontractors, and other authorized persons. This obligation shall continue to apply for a period of three year post the termination of this Agreement.
- 3.3 On termination of this Agreement or at any time on request by the Client, Nagarro must return all items which it has received from the Client including without limitation documents, hardware and software and destroy all copies of the same which it has under its possession or control.

4. Work Terms and Remuneration

- 4.1 The individual work instructions shall be issued to Nagarro by Client in the form of a statement of work or work order or order (each referred as "Statement of Work" and/or "SOW"). The Statement of Work regulates, among other things, the type and scope of the work to be carried out, the time required, and the deadlines to be complied with. No Statement of Work will be final unless approved in writing by Nagarro. Remote working or work from home is hereby permitted.
- 4.2 Client will provide to Nagarro any specialized hardware, software, and licenses required by Nagarro to execute a Statement of Work.
- 4.3 Client will be responsible for providing clear specification, instruction, software or documentation in relation with a Statement of Work.
- 4.4 All references to "acceptance" or "accepted" in relation to work provided under this Agreement shall be construed in relation to this clause. Once the work is submitted by Nagarro, the Client must conduct the necessary due diligence and either accept or reject the work (for rejections providing supporting reports of deviation from requirement specifications and pre-agreed acceptance plan as provided in the applicable Statement of Work) within an agreed period (the "Acceptance Window"). The Acceptance Window for fixed price engagement will be five (5) business days unless provided differently in the Statement of Work. The Acceptance Window for time and material engagements

shall be three (3) business days from the date of submission of applicable time sheets or invoices. If Client fails to accept or reject the work within the Acceptance Window or use the deliverables commercially, the work will be automatically considered accepted. It will be the sole responsibility of Client to test and satisfy itself of the quality and suitability of the software and/ or services being delivered by Nagarro before making it available for use.

- 4.5 For the performance of services under any Statement of Work, Client shall pay Nagarro at the rate set forth in this Agreement or the applicable Statement of Work. The rate card is attached as an annexure to this Agreement as Annexure 1. The parties agree that at each anniversary of the date of signing of this Agreement, the then prevailing rates shall be increased as follows (a) for onshore personnel, by four percent (4%); and (b) for offshore personnel, by ten percent (10%). The Statement of Work may specify remuneration on a "fixed bid" or "time and material" or other basis. For fixed bid engagement the rates or commercials shall be as specified in the applicable Statement of Work.
- 4.6 In order to carry out the terms and conditions of a Statement of Work in a timely and efficient manner, Nagarro may designate and assign an appropriate number of qualified professionals to perform development, testing, and related tasks pursuant to the Statement of Work. Nagarro will have sole responsibility for the assignment, supervision, management, and compensation of these designated professionals. For such on-site work, Client will reimburse the costs of round-trip airfare, visa, local accommodation and local transport, in addition to the applicable billing rate. In any case, any such work carried out on-site and all associated costs must first have been approved in writing in advance by Client.
- 4.7 Client shall make payments to Nagarro in accordance with the timetable set out in the Statement of Work and after Nagarro submits an invoice. Invoices shall be submitted on a bi-weekly basis. The fees as stated in the Statement of Work shall be exclusive of all applicable taxes including any use taxes, which shall be borne by the Client. The Client shall settle invoices from Nagarro within 14 days after receiving the invoice. Unless specifically mentioned in the Statement of Work, Nagarro will have the option to charge interest compounded monthly and equal to 1% of the total invoice value of all the invoices pending for more than 30 calendar days. In case of non-payment of undisputed invoices to Nagarro within the stipulated time period herein, Nagarro shall in its sole discretion may either terminate this Agreement or relevant Statement of Work upon non-payment by due date, or suspend or hold the provision of services under any or all relevant Statement of Work until the dues are paid, without any further liability to Client.
- 4.8 For projects performed on "Time and Materials" basis, Nagarro requires a one-month notice period to remove resources from the project.

5. Liability and Warranty

- 5.1 Each party warrants to the other that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.

- 5.2 Each party warrants that it will not infringe the Intellectual Property rights of any third party in the process of ordering or performing the work under this Agreement.
- 5.3 To the extent permissible by law, Nagarro's aggregate liability under this Agreement including liability for any work performed under a Statement of Work shall be limited to 50% of the amount paid by the Client to Nagarro during preceding 12 months under that Statement of Work that give rise to claim.
- 5.4 In no event shall either party or its affiliates be liable for any indirect, incidental, or consequential damages or any damages whatsoever including, but not limited to, damages for loss of use, data or profits, arising out of or in any way connected with the use of software and/ or services provided by Nagarro to Client.
- 5.5 Except as provided in this Agreement, Nagarro disclaims all other warranties, express or implied, statutory or otherwise, as to the condition, quality, performance, durability, including any warranties of merchantability or fitness for a particular purpose and all such warranties, conditions, undertakings and terms are hereby excluded, to the fullest extent permitted by law.

6. Term of the Agreement

- 6.1 This Agreement shall remain in effect unless terminated in accordance with the terms of this Agreement.
- 6.2 Either party may terminate the Agreement and/or any Statement of Work by giving written notice of 60 days.
- 6.3 At termination of the Agreement, any on-going Statement of Work will also be terminated unless expressly agreed otherwise between the Parties. In such cases, the provisions of the Agreement shall continue to apply to on-going projects pursuant to surviving Statement of Works.
- 6.4 Notwithstanding any other clause of this Agreement, either party may immediately follow written notice to the other terminate this agreement where:
 - 6.4.1 the other party has committed any serious or persistent breach of any of its obligations under this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing to do so, to remedy the breach (such request to contain a warning of the intention to terminate); or
 - 6.4.2 the other party is in breach of any of its obligations of confidentiality under this Agreement from time to time; or
 - 6.4.3 a liquidator, receiver, administrator, or administrative receiver is appointed over any of the other party's assets (or any equivalent event takes place in another jurisdiction).

7. Non-Solicitation and Non-Hiring

Client shall not directly or indirectly solicit or hire as an employee, consultant, or contractor any employee of Nagarro or any of its affiliated companies, consultant or contractors who has performed services for the Client under this Agreement until his or her engagement under this agreement or one year after the thereafter.

8. Concluding Provisions

- 8.1 Parties agree and acknowledge that no personally identifiable information (PII) of Client or any of its related party shall be shared with Nagarro by Client under terms of this Agreement or relevant Statement of Work. Subject to the foregoing, if any Client PII is shared with Nagarro to the extent required under the scope of services under the relevant Statement of Work, it shall be flagged to Nagarro in advance by Client, and Nagarro shall have the option to mutually discuss and agree to terms and conditions processing such PII.
- 8.2 Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.
- 8.3 Client agrees that Transfer of Undertaking (Protection of Employment) Regulation, 2006 or any analogous legislation ("TUPE") will not apply at the commencement of the Services. Where by application of TUPE, the employment of any affected personnel including any of the employees of Clients' or its affiliates or its subcontractors, is or is alleged to transfer to Nagarro, the Client agrees to fully indemnify and hold Nagarro harmless against any and all claims or losses arising out of any claim, action or proceedings (including without limitation redundancy and/or severance costs and any claim which pertains to the period prior to the date of transfer).
- 8.4 Except as noted elsewhere, either party may not assign this Agreement or individual rights and duties arising under this Agreement to other persons without the prior written consent of other party.
- 8.4 No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 8.5 This Agreement shall be subject to the laws of England & Wales and the courts at London shall have the non-exclusive jurisdiction. Any person or party who is not a party to this Agreement shall have not right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.6 If individual provisions of this Agreement are or become inoperative, this shall not affect the effectiveness of the rest of the Agreement.
- 8.7 Nagarro and Client shall each designate a contact person who is able to give and receive binding statements on behalf of their respective companies.
- 8.8 Any pre-printed terms of the purchase order shall not be applicable to the Services and the terms agreed in this Agreement executed between the parties shall apply.
- 8.9 The Client allows Nagarro to use its name and logo in its customer list. Nagarro warrants that it will use these privileges in good faith, taking reasonable care to protect the interests of the Client while exercising these privileges. If Nagarro wants to add a material listing of the work that it has successfully done for the Client, it will seek approval from the Client for every case.
- 8.10 Neither party shall be liable for any failure or delay in performance if such failure or delay is caused by force majeure conditions including but not limited to any epidemic or pandemic or any other outbreak as declared by relevant government authorities or international authority like World Health Organization. If either party is prevented from

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or delayed in performing any of its obligations in terms of this Agreement by such force majeure conditions, it shall promptly notify the other party of the occurrence of such force majeure. If such force majeure continues for a period in excess of ninety (90) days, either Party shall be entitled to terminate the applicable affected services or Statement of Work (as the case may be) forthwith by written notice. The party's affected obligations under this Agreement (except payment obligations for the services already performed) shall be suspended for so long as the force majeure event continues and to the extent that party is so prevented, hindered or delayed.

For Client

Name: _____
Title: _____
Date: _____

For Nagarro Software Ltd.

Name: _____
Title: _____
Date: _____

Master Services Agreement

Annexure 1

Rate Card

[Rate Card to be included]