

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”), dated as of January 1, 2023 (the “Effective Date”), is between ABC Inc, having an address of 42nd Street, Bangalore, India (“Client”) and **GAVS Technologies Private Limited**, (including its affiliates), having an address of No.11 and 13, Rajiv Gandhi Salai Old Mahabalipuram Road, Sholinganallur, Chennai, TN 600119 India (“Consultant”).

WHEREAS, Consultant offers and provides management, technical, financial, and other advisory and consulting services through its employees, contractors, and consultants, and

WHEREAS, Client desires from time to time to engage Consultant to perform certain consulting services for Client; and

WHEREAS, Consultant desires to perform such services for Client.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. ENGAGEMENT.

(a) Client agrees to retain Consultant to perform the management and/or technical consulting services for Client as described in each Statement of Work executed by the parties (the “Services”), and Consultant agrees to perform the Services, on the terms and subject to the conditions set forth in this Agreement and each applicable Statement of Work. During the term of this Agreement, Client and Consultant will develop and agree upon statements of work defining the Services and a description of the deliverables (the “Deliverables”) to be provided by Consultant, Consultant’s compensation, additional terms, and conditions, if any, applicable to a particular engagement and such other details as the parties deem appropriate in the form attached hereto as **Exhibit A** (each a “Statement of Work”). A Statement of Work may provide a time schedule for completion of the Services required thereunder (the “Schedule”) and specifications for Deliverables to be provided thereunder (the “Specifications”). Statements of Work which are from time to time agreed upon shall reference this Agreement, shall be executed by the parties, and attached hereto, and shall form a part hereof. Each Statement of Work shall be governed by, and subject to, the terms of this Agreement.

(b) Each party shall designate a representative who shall be the principal point of contact between the parties for all matters relating to an engagement (the “Project Manager”). Each Statement of Work shall contain an initial designation of a Project Manager for each party. A party may designate a new Project Manager by written notice to the other party. Consultant’s Project Manager will be responsible for the Services. Consultant’s such point of contact will have overall responsibility for managing its employees, contractors and consultants, who will be providing Services at Client’s facilities and will meet with Client’s principal point of contact on regular basis to review progress of Services and/or Deliverables

(c) Consultant shall provide certain Services at Client's facilities if agreed to by the parties and set forth in a Statement of Work. When Services are provided at a Client facility, Client shall provide reasonably appropriate workspace, desktop/laptop, standard desktop software (such as Microsoft Office, antivirus tool and email access), project specific licensed software (such as Visual Studio, MS SQL Server, Visio, etc.), and all other facilities consistent with the requirements of the Services to be provided under the Statement of Work. Additionally, Client shall be solely responsible for maintaining the hardware and software environment necessary to access the use of Services and/or Deliverables. Consultant's personnel at Client's facility shall comply with (i) Client's safety and security rules and other rules applicable to those working in the facility, and (ii) Client's commercially reasonable policies concerning access to and security of any Client computer system to which Consultant may have access; provided that Client has provided Consultant with copies of such rules and policies.

(d) Each party may request changes that affect the scope or duration of the Services relating to any Statement of Work, including changes in the Specifications and changes in the Deliverables. Each party also may request a change in the Schedule without changing the scope of the applicable Statement of Work. If a party requests any such change, Consultant shall notify Client if it believes that an adjustment in the fees to be paid to Consultant with respect to the applicable Statement of Work, or an adjustment to the applicable Schedule, is required. The parties shall then negotiate in good faith a reasonable and equitable adjustment in each or any of the applicable fees, Deliverables, Services, Schedule, or Specifications. Provided, payments for the Services or Deliverables are current, Consultant shall continue to perform pursuant to the existing Statement of Work, and neither party shall be bound by any change requested by the other party, until such change has been accepted in writing by the other party. If the Statement of Work is being performed at a fixed price, additional Services that Consultant provides as a result of such change will be billed on a time and materials ("T&M") basis at Consultant's standard rates.

(e) The obligations of Client in connection with a particular engagement shall be set forth in the applicable Statement of Work. Client agrees to reasonably cooperate with Consultant in the performance of the Services hereunder, including, without limitation, providing Consultant with reasonable facilities (when agreed by the parties and/or as set forth in a Statement of Work) and timely access to data, information and personnel of Client without any unreasonable interruption or interference with Client's business operations, and Client acknowledges and agrees that Consultant's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Client agrees to perform such obligations in accordance with, and subject to, such Statement of Work. Client acknowledges that when a Statement of Work provides that Client's personnel are to work with Consultant's personnel in connection with an engagement, Client's failure to assign Client personnel having skills commensurate with their role with respect to such engagement as reasonably requested by Consultant could adversely affect Consultant's ability to provide the Services. To the extent that Client's failure to assign such personnel, or other failure to perform its obligations under a Statement of Work, interferes with Consultant's ability to perform its obligations in accordance with milestone dates specified in a Statement of Work, if any, such milestone dates shall be accordingly adjusted and, for fixed fee engagements, additional Services required shall be billed at Consultant's standard rates on a T&M basis.

(f) Client acknowledges and agrees that Consultant may, in performing its obligations pursuant to this Agreement, be dependent upon or use data, material, and other information furnished by Client without any independent investigation or verification thereof, and that Consultant shall be entitled to rely upon the accuracy and completeness of such information in performing the Services. Consultant, in performing the Services, will be making recommendations, and providing advice, but all decisions as to whether or not to implement, the extent to which to implement, and/or how to implement such advice and recommendations shall be made by and shall be the sole responsibility of the Client, and Consultant shall be entitled to rely on all such decisions of Client. Notwithstanding the foregoing, Consultant shall remain responsible for the warranties provided to Client under Section 5 below.

(g) When Services are provided from offshore Consultant facilities, Consultant shall provide desktop/laptop, and standard desktop software (such as Microsoft Office, antivirus tool and email access) while the Client shall provide project specific licensed software (such as Visual Studio, MS SQL Server, Visio, etc.), and all other materials necessary to perform the Services under a Statement of Work.

2. TERM. The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either party pursuant to Section 6 hereof.

3. CONSULTANT'S COMPENSATION.

(a) During the term of this Agreement, Client agrees to compensate Consultant at the rates and on the terms provided in each Statement of Work.

(b) Unless otherwise provided in a Statement of Work, invoices shall be mailed to Client at the address set forth in Section 13 hereof. Client shall pay invoices within fifteen (15) days from the date of invoice by transferring funds through wire transfer. The details for wire transfer have been outlined in Exhibit B. Any past due amount is subject to a late charge in the amount of two percent (2%) per month, in the event the invoice is overdue for more than 60 days. *If Client believes that any adjustments to any invoices are necessary, it shall give written notice, detailing the nature and basis of the requested adjustment, to Consultant within five (5) days of receipt of an invoice and pay the undisputed portion of the applicable invoice. In the event of disputed payment, the parties shall seek to resolve all such disputes expeditiously and in good faith. Further, Client shall make payment to Consultant within ten (10) days of resolution of dispute. Any mutually agreed upon adjustment that is made shall be reflected in a subsequent invoice issued after any such adjustment is determined. Consultant shall not perform its obligations pending resolution of any dispute under this Agreement Without limiting its rights or remedies hereunder; and notwithstanding the parties' rights under Section 6 hereof, Consultant F*

(c) All fees, expenses and other charges payable to Consultant hereunder do not include any sales, use, excise, value added, Cross-Border Tax Obligations (as defined below) or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client (excluding any applicable taxes based on Consultant's net income or taxes arising from the employment or independent contractor relationship between Consultant and its personnel). In the event that such taxes, tariffs, or duties are assessed against Consultant, Client shall reimburse

Consultant for any such amounts paid by Consultant as an out-of-pocket expense or otherwise or, prior to the payment of such amounts by Consultant, provide Consultant with valid tax exemption certificates with respect thereto. For purposes of this Section 3(c) "Cross-Border Tax Obligations" shall be deemed to include any taxes, duties, fees, levies and other impositions levied on Consultant, its personnel or subcontractors (collectively referenced as Consultant in this Sec. 3(c)) for or in connection with: (i) any equipment, materials, supplies which are imported by Consultant into the country where Services are to be performed for the purpose of performing such Services and which are withdrawn after completion of such Services; (ii) any equipment which is imported by Consultant into the country where Services are to be performed for the purpose of performing the Services or as Deliverables and which, upon payment by Client, become the property of the Client; and (iii) any property imported into the country where Services are to be performed by Consultant (but not by Consultant's personnel who are also nationals or permanent residents of such country) for Consultant's personal use and which is withdrawn upon Consultant's departure from such country.

(d) Client shall reimburse Consultant only for reasonable travel, lodging and meal expenses incurred by Consultant or as specified in the specific Statement of Work. Payment shall be due within fifteen (15) days from the date of each invoice for travel and out of pocket expenses

(e) Client shall not set off against any invoice any amounts otherwise payable to Consultant pursuant to any of the provisions of this Agreement

4. OWNERSHIP OF MATERIALS RELATED TO SERVICES.

(a) The parties agree, subject to the terms of this Agreement, that upon Client's full and final payment of all applicable fees and costs for the Services and Deliverables, Client shall have all rights in the Services and/or Deliverables. All right, title and interest in the software shall be retained by Consultant. Further, all documents (excluding software documentation), designs data, and other tangible materials authored or prepared by Consultant for Client are the Deliverables required by a Statement of Work (but excluding any products or software licensed or provided to Client by a Consultant or subcontractor or agent of Consultant pursuant to a separate license agreement or other instrument) shall become the sole and exclusive property of Client. In the event any such tangible Deliverables do not fall within the specifically enumerated works that constitute works made for hire, Consultant, upon full and final payment by Client for the Deliverables required by a Statement of Work, hereby assigns all rights granted under such laws to the Client with respect to such Deliverables. Consultant agrees to render, at Client's sole cost and expense, all reasonably required assistance to Client to protect the rights herein above described.

(b) Notwithstanding the foregoing, Consultant shall retain all right, title and interest in and to all copyrightable information or other data, documents, deliverables, its own product, Intellectual Property Rights or work product protected or protectable under other intellectual property laws that were developed or were in existence prior to the date of this Agreement, or are developed separately from the scope of Services to be performed under this Agreement.

(c) Client acknowledges that Consultant provides consulting and development services to other clients and agrees that nothing in this Agreement shall be deemed or construed to prevent Consultant from carrying on such business or developing for itself or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables provided hereunder. Additionally, Client agrees that, notwithstanding anything to the contrary set forth herein: (i) Consultant shall have the right to retain a copy of each of the Deliverables for its records; (ii) as part of Consultant's provision of the Services hereunder, Consultant may utilize proprietary works of authorship, pre-existing or otherwise, that have been created before or during the term or otherwise obtained by Consultant in connection with performing or receiving the Services under this Agreement or otherwise obtained by it in connection with performing or receiving the Services under this Agreement, including without limitation computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Consultant, a parent or affiliated company of Consultant, or by third parties under contract to Consultant or to a parent or affiliated company of Consultant (all of the foregoing, collectively, "Consultant's Information"); (iii) Consultant's Information and Consultant's administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of Consultant; and (iv) Client hereby grants to Consultant a perpetual, royalty free, irrevocable, worldwide, non-exclusive license to use and to allow others to use the Deliverables and to create and use derivative works derived from the Deliverables for itself and its clients, so long as in doing so Consultant does not disclose Client's identity or Confidential Information.

(d) Any assignment of ownership rights or license rights in the Deliverables pursuant to this Section 4 shall be deemed to occur at the conclusion and fulfillment of the particular Statement of Work defining such Deliverables and is expressly conditioned on Client's compliance with all material terms of this Agreement and such Statement of Work, including the Client's full and final payment for Deliverables required by such Statement of Work. In the event Client refuses or otherwise fails to remit to Consultant any portion of fees due under such Statement of Work, no assignment or license of any rights in the Deliverables to Client shall occur in favor of Client and Consultant shall retain all rights and incidents of intellectual property ownership in such Deliverables.

5. CONSULTANT'S LIMITED WARRANTIES AND WARRANTY DISCLAIMER.

(a) Consultant warrants to Client that as of the date of delivery Consultant's performance of the Services called for by this Agreement, to its knowledge, does not and shall not violate any applicable law, rule, or regulation.

(b) Consultant warrants to Client that as of the date of delivery of this Agreement Consultant has full authority and sufficient rights, except for rights respecting programs, data and materials provided by Client or identified by Consultant as furnished to Client by third-party vendors, to grant and convey the rights granted to Client under Section 4 hereof.

(c) Consultant warrants that the Services performed hereunder will be of a professional quality, performed in full compliance with the reasonable standards in the industry and in accordance with the description of Services specified in this Agreement and the applicable Statement of Work.

(d) Consultant warrants that the personnel assigned to perform Services shall be professionally and/or technically qualified by industry standards to render Services hereunder.

(e) Except as otherwise provided in this agreement or a statement of work, consultant makes no warranties or representations, express or implied, respecting the services, including but not limited to any warranties of merchantability or fitness for a particular purpose, and does not warrant that any of the services, deliverables, content or information provided by consultant will meet client's particular purpose or requirements, nor that the operation of any such services or deliverables will be uninterrupted and/or error-free. All warranties provided herein are personal to, and intended solely for the benefit of, client and do not extend to any third party. Client shall bear all the risks associated with the use of the Services and Deliverables.

(f) The express warranties in this agreement shall be in lieu of all other warranties, express or implied, including the implied warranties of merchantability, non-infringement, interoperability, and fitness for a particular purpose.

6. TERMINATION.

(a) At any time that there is no uncompleted Statement of Work outstanding and provided full payment for the Services and Deliverables has been made, either party may terminate this Agreement for any or no reason upon sixty (60) days advance written notice to the other. Within three (3) days after the effective date of early termination, Client shall pay to Consultant an early termination payment which is an amount agreed between the parties pursuant to this Agreement. Such payment shall be made immediately by wire transfer to bank account as communicated to the Client.

(b) Consultant may terminate this Agreement for Cause at any time regardless if there is an uncompleted Statement of Work outstanding by providing the other party sixty (60) days advance written notice.

(c) Client may terminate this Agreement for Cause by providing Consultant written notice of the facts giving rise to the Cause and in such notice shall provide Consultant at least thirty (30) days to cure any deficiency or breach identified constituting Cause. If the deficiency is not cured within the cure period, this Agreement will terminate thirty (30) days after expiration of the cure period.

(d) For the purposes of this Section 6 "Cause" shall mean the following:
(i) the continued failure by either party to substantially perform its duties hereunder (including the non-payment of the any compensation due pursuant to this Agreement), after demand for substantial performance is delivered by the one party and the other party fails to substantially perform; (ii) misconduct by either party which is materially injurious to the other party

monetarily or otherwise; or (iii) the willful violation by a party of the provisions of this Agreement. For purposes of this Agreement, no act, or failure to act, on the part of either party shall be considered "willful" unless done, or omitted to be done, not in good faith and without reasonable belief by him that his action or omission was in the best interest of the other party.

Upon any termination of this Agreement, Client shall pay to Consultant all undisputed amounts owed and payable as of the termination date within five (5) days of such termination date.

7. LIABILITIES AND REMEDIES FOR INFRINGEMENT.

(a) Consultant hereby agrees to indemnify, hold harmless and defend Client from and against claims, liabilities, losses, reasonable and necessary expenses actually incurred (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted against Client by a third party to the extent such Liabilities result from the infringement of the Deliverables upon any third party's trade secret, trademark, service mark, copyright or patent issued as of the date of this Agreement (collectively, an "Intellectual Property Right"); provided, that Client: (i) promptly notifies Consultant of any third party claim subject to indemnification hereunder; (ii) gives Consultant the right to control and direct the preparation of a defense, the defense and any settlement of any such claim; (iii) gives reasonable cooperation to Consultant for the defense of same; and (iv) complies with Consultant's direction to cease any use of the Deliverables which, in Consultant's sole judgment, is likely to be ruled an infringement of a third party's Intellectual Property Right. The foregoing provisions shall not apply to any infringement arising out of: (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by Consultant or for other than Client's internal purposes; (ii) any alteration, modification or revision of the Deliverables not expressly authorized in writing by Consultant; (iii) Client's failure to use or implement corrections or enhancements to the Deliverables made available by Consultant and so noted to Client; (iv) Client's distribution, marketing, or use of the Deliverables for the benefit of third parties; (v) the combination of the Deliverables with materials not supplied or approved by Consultant; or (vi) information, materials or specifications provided by or on behalf of Client or by a third party; (vii) any act or omission performed by Consultant at Client's directions.

(c) The provisions of this Section 7 state Consultant's entire liability and Client's sole and exclusive remedies with respect to any infringement or claim of infringement.

8. LIMITATIONS OF LIABILITY; INDEMNIFICATION BY CLIENT.

(a) IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, AND ITS SUBJECT MATTER FOR ALL EVENTS, ACTS, OR OMISSIONS EXCEED THE AMOUNT ACTUALLY PAID UNDER THE TERMS OF THE THEN APPLICABLE STATEMENT OF WORK UNDER WHICH THE CLAIM ARISES, WHETHER BASED ON ONE OR MORE ACTIONS OR CLAIMS IN CONTRACT, EQUITY, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE;

(b) NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY,

INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL ANY OF THE TERMS OF THIS AGREEMENT BENEFIT OR CREATE ANY RIGHT OR CAUSE OF ACTION IN OR ON BEHALF OF ANY PERSON OR ENTITY OTHER THAN CLIENT AND CONSULTANT. ANY ACTION AGAINST CONSULTANT MUST BE BROUGHT WITHIN SIX (6) MONTHS AFTER THE EVENTS GIVING RISE TO THE CAUSE OF ACTION EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT BY A PARTY NOT LATER THAN ONE (1) YEAR FOLLOWING THE DATE OF THE LAST PAYMENT DUE TO SUCH PARTY HEREUNDER. THE PROVISIONS OF THIS SECTION 8(b) AND SECTION 8(a) ABOVE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

(c) Client hereby agrees to indemnify, hold harmless and defend Consultant from and against all Liabilities incurred by or asserted against Consultant in connection with any third party claim to the extent such Liabilities result from the use of: (i) the Deliverables other than in accordance with applicable documentation or instructions supplied by Consultant or for other than Client's internal purposes; (ii) any altered, modified or revised version of the Deliverables that was not expressly authorized in writing by Consultant; (iii) Client's failure to use or implement corrections or enhancements to the Deliverables made available by Consultant and so noted by Consultant; (iv) Client's distribution, marketing, or use of the Deliverables for the benefit of any third party; (v) the combination of the Deliverables with materials not provided or approved by Consultant or (vi) Client's use or deployment of Services or Deliverables for any illegal or unlawful or unauthorized purpose, and Consultant agrees to (i) promptly notify Client of any third party claim subject to indemnification hereunder, (ii) give Client the right to control and direct, at Client's expense, the preparation of a defense, the defense, and any settlement of any such claim on terms reasonably acceptable to Consultant; and (iii) give full cooperation to Client, at Client's expense, for the defense of same.

(d) In the event that Client provides Consultant with access to computer programs, specifications, content, or other Client-provided materials ("Client Materials"), Client hereby agrees to indemnify, hold harmless and defend Consultant from and against any and all Liabilities incurred by or asserted against Consultant in connection with any third-party claim to the extent such Liabilities result from the infringement of any third party's trade secret, trademark, copyright, or patent rights.

9. CONFIDENTIAL INFORMATION. "Confidential Information" means all documents, computer programs and documentation, reports, financial or other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials obtained by Consultant and Client from each other in the course of performing or receiving any Services, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented. Confidential Information includes without limitation records and information: (i) that have been marked as proprietary or confidential; (ii) whose confidential nature has been made known by Client or Consultant; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

Notwithstanding the foregoing, Confidential Information does not include work product or information developed during performance of this Agreement or information which: (i) is already known to the recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of recipient; (iii) is independently developed by recipient without benefit of the other party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Consultant will deliver to Client all Confidential Information and all copies thereof (and all other property obtained from or through Client) when Client requests the same except for one (1) copy thereof that Consultant may retain for its records. Neither party shall, except with respect to those of its employees with a need to know under this Agreement, use or disclose to any person, firm or entity any Confidential Information of the other party without such other party's express, prior written permission; provided, however, that notwithstanding the foregoing, Consultant may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order provided the party whose Confidential Information is to be disclosed is given prompt written notice by the other party of such compelled disclosure. Except as to the confidentiality of trade secrets that are integral to products or services for which identifiable trademarks or service marks exist as of the Effective Date, the confidentiality restrictions and obligations imposed by this Section 9 shall terminate two (2) years after the expiration of the relevant Statement of Work or termination of this Agreement, whichever occurs first.

10. PERSONAL DATA.

(a) This provision is applicable if Consultant processes personal data of the Client. Furthermore, Client agrees that, in the course of the performance of Services or in connection with its engagement, Consultant: (i) may be provided or obtain, from Client or otherwise, data pertaining to Client's personnel, directors and officers, agents, subcontractors, independent contractors, clients and any other third parties ("Personal Data"); and (ii) may need to Process such Client's Personal Data and/or transfer it among its affiliates globally.

(b) Client warrants that: (i) it has obtained any and all consent required for the "Processing" of Client's Personal Data by Client and Consultant; (ii) Client's Processing of such Personal Data is in accordance with any applicable law on protection of Personal Data; and (iii) Consultant may legally process such Client's Personal Data as needed for the performance of Services or in connection with its engagement, unless expressly instructed otherwise in writing by the Client. The Client, its affiliates and/or subcontractors shall remain the controller(s) of the Client's Personal Data. "Process" or "Processing" shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of Personal Data.

11. INDEPENDENT CONTRACTOR. Consultant is performing the Services as an independent contractor and not as an employee of Client and none of Consultant's personnel shall be entitled to receive any compensation, benefits, or other incidents of employment from Client. Subject to Section 3(c), Consultant shall be responsible for all taxes and other expenses

arising from the employment or independent contractor relationship between Consultant and its personnel and the provision of Services hereunder by such personnel to Client. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between Client and Consultant, nor shall anything in this Agreement be deemed to create an agency relationship, partnership or joint venture between Consultant and Client. Neither Consultant nor Client shall be or become liable or bound by any representation, act, or omission whatsoever of the other.

12. **NONASSIGNABILITY.** Neither party shall assign or transfer this Agreement or any of its obligations hereunder without the other party's express, prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign or transfer this Agreement (i) to any entity or other person controlled by, in control of, or under common control with such party, or (ii) in the event of a merger or a sale of all or a substantial portion of such party's assets or stock.

13. **NOTICES.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given upon personal delivery, three (3) days after being mailed by registered or certified mail, return receipt requested, one (1) business day after being sent by nationally recognized overnight courier, or one (1) day if sent by electronic mail. Notices shall be addressed as follows:

If to **Client**:

Email: _____

Attention: _____

If to Consultant:

GAVS Technologies Private Limited

No.11 and 13, Rajiv Gandhi Salai Old
Mahabalipuram Road, Sholinganallur,
Chennai, TN 600119 India

14. **SEVERABILITY; GOVERNING LAW AND LANGUAGE.** In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with

the laws of India without regard to the conflict of law provisions thereof, and any venue shall lie in an appropriate court in India.

15. INTEGRATION; ORDER OF PRECEDENCE. This Agreement, including any Statements of Work entered into pursuant hereto, constitutes the entire Agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in a Statement of Work, the provisions of the Agreement shall control, except to the extent the provisions in a Statement of Work expressly provide otherwise. This Agreement may be modified only by means of a duly executed written amendment by authorized representatives of both of the Parties hereto. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either party in connection this Agreement, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. This Agreement shall be enforceable in accordance with its terms when signed by each of the parties hereto.

16. NON-SOLICITATION OF EMPLOYEES. Neither party shall, during the term of this Agreement directly and indirectly and for twelve (12) months after its termination, solicit, entice, encourage, or otherwise recruit hire as an employee, consultant or otherwise any of the other party's personnel who have had direct or indirect involvement with the services.

17. FORCE MAJEURE

17.1 Neither Party shall be liable for nonperformance or delays in performance when caused by acts or events which are beyond the reasonable control of the delayed Party, including but not limited to the following: acts of God, acts of the public enemy, acts government in its sovereign (and not contractual) capacity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots ("Force Majeure"). In the event of any such delay, the date of delivery or of performance of the obligation affected by the force majeure event shall be extended for a period equal to the effect of time lost by reason of the delay. This provision shall not be construed as relieving Client from its obligation to pay any sum due to the Consultant.

17.2 Notice. A Party claiming delay in delivery or performance due to an event of Force Majeure as set forth herein shall as soon as practicable send written notice thereof and a statement of particulars to the other Party. Upon the cessation of the Force Majeure event, the Party claiming delay in delivery or performance of its obligations hereunder shall promptly notify the other Party of such cessation.

17.3 Affected Party. The Party affected shall take appropriate measures to minimize or remove the effects of the event of Force Majeure and, within the shortest time possible, shall attempt to resume performance of the obligations affected by the event of force majeure.

17.4 Mitigation Duty. Each Party shall use its reasonable efforts to minimize the losses and damages caused and/or to be caused to the other Party by an event of Force Majeure. Both Parties shall consult as soon as possible to find an appropriate solution.

18. NO WAIVER OF BREACH. No failure on the part of either party hereto to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver thereof. Nor shall any single or partial exercise of any such right; remedy or power precludes any other or further exercise of any other right, remedy, or power. No waiver shall be valid unless it is in writing and signed by the party to be bound thereby.

19. SURVIVAL. Sections 3, 4, 5, 6, 7, 8, 9, 10, 14, 16, and 23 shall survive any expiration or termination of this Agreement for a period of one (1) year.

20. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the Government of India.

21. A. NEGOTIATION. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within 15 days (the “Negotiation”).

B. MEDIATION. If the dispute has not been resolved by negotiation in accordance with paragraph A, then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A “Notice of Mediation” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) days then [then a local mediation service provider] shall appoint a mediator. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party [or the mediator] states that there is no reason to continue because of an impasse that cannot be overcome and sends a “notice of termination of mediation.” All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.

During the course of the mediation, no party can assert the failure to fully comply with paragraph A, as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

C. ARBITRATION. Any dispute or claim arising out of or in relation to this Agreement, or the interpretation, making, performance, breach, or termination thereof, shall be finally settled by

binding arbitration in the court of law in Chennai, Tamilnadu, India. The language of the arbitration shall be English. The Parties agree that the award of the arbitrators shall be final and binding upon the Parties.

22. **Publicity.** Client shall not use Consultant's name, tradenames, trademarks, logos, or similar markings or provide Consultant's name to current or prospective customers as a reference without first receiving prior written approval from Consultant.

23. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, with each counterpart to be deemed an original, but all counterparts together constituting one and the same instrument. Any PDF or facsimile signatures to this Agreement shall be deemed original signatures.

24. **INJUNCTIVE RELIEF.** The parties agree that a breach of any term of this Agreement by the other party would cause irreparable damage to either party and that, in the event of such breach, that each party shall have, in addition to any and all remedies of law, the right to any injunction, specific performance and other equitable relief to prevent or to redress the violation of the other party's duties or responsibilities hereunder.

25. **EXPENSES.** Each party shall be solely responsible for all expenses paid or incurred by it in connection with the planning, preparation, negotiation, and consummation of this Agreement.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GAVS TECHNOLOGIES PVT. LTD.

CLIENT:

By: _____

By: _____

Printed

Printed

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
STATEMENT OF WORK

Number - _____

This document is a Statement of Work (“SOW”) as defined in the Master Services Agreement (“Agreement”), dated as of _____, 201__ (the “Effective Date”), between _____ (“Client”), and GAVS Technologies Pvt. Ltd. (“Consultant”) and is subject to and incorporates by reference the provisions of the Agreement. This SOW is dated and made effective as of _____, 202__.

1. Define Terms
2. Scope and Objectives
 - a. In scope activities
 - b. Out of scope activities
3. Overview of Tasks to be Performed by Consultant
4. Project Manager
5. Deliverables
6. Location for Performance of Services
7. Client Obligations
8. Assumptions
 - a. Client to introduce GAVS employees to key stakeholders for engagement kick-off.
 - b. Client will provide necessary logical security permissions for GAVS personnel to perform their duties.
 - c. Client will provide the necessary infrastructure support for Services.
9. Compensation/Payment of Fees
10. Additional Terms and Conditions:

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives as of the SOW Effective Date.

GAVS TECHNOLOGIES PVT. LTD.

By: _____

Printed
Name: _____

Title: _____

Date: _____

[CLIENT]

By: _____

Printed
Name: _____

Title: _____

Date: _____

EXHIBIT B

INVOICING DETAILS

Please use the information below for transferring funds via wire transfer to GAVS Technologies Pvt. Ltd.

Name of the receiving company: GAVS Technologies Pvt. Ltd.

Address: No.11 and 13, Rajiv Gandhi Salai Old Mahabalipuram Road, Sholinganallur, Chennai,
TN 600119 India

Other Bank Account related details and Instructions will be attached with the Invoice.