MASTER SERVICE AGREEMENT

DEMO

(IT Staff Augmentation – Time & Material Model)

This Master Services Agreement ("Agreement") is made and entered into as of **18-May-2025**, by and between:

Service Provider:
Apar Technologies Pvt. Ltd.
#123, Tech Park Road, Whitefield, Bengaluru – 560066, India
Email: contact@apar.com | Phone: +91 80 1234 5678
(Hereinafter referred to as the "Service Provider")

Client:
EduSmart Learning Pvt. Ltd.
#456, Knowledge Avenue, Andheri East, Mumbai – 400059, India
Email: itprocurement@edusmart.com | Phone: +91 22 9876 5432
(Hereinafter referred to as the "Client")

1. Purpose

The Client desires to engage the Service Provider for IT staff augmentation services. The Service Provider agrees to provide qualified IT professionals on a **Time & Material (T&M)** basis under the terms defined in this Agreement and subsequent **Statements of Work (SOWs)**.

2. Scope of Services

Each SOW will specify:

- Resource type, skills, and experience
- Work location (on-site/offshore/hybrid)
- Billing rate (hourly/daily/monthly)
- Duration and expected timelines
- Reporting and attendance expectations

Resources will be deployed upon written approval from the Client. Any changes to scope must be agreed upon in writing.

3. Engagement Model

- The T&M model implies billing based on **actual effort**.
- Timesheets will be submitted weekly and must be approved monthly.
- Services will be rendered during business hours unless agreed otherwise.

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4. Invoicing and Payment Terms

- Invoices will be raised monthly in arrears based on approved timesheets.
- **Payment is due within 30 days** from the date of invoice.
- **Penalty for delayed payments**:
  - Interest at **1.5% per month** (pro-rata daily basis) will be levied for payments delayed beyond **45 days**.
  - If payment is not received within **60 days**, the Service Provider reserves the right to **suspend services** after giving **7 days' written notice**.
- All payments will be made in INR unless otherwise specified in the SOW.

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5. Resource Performance & Replacement

- Resources will be selected jointly by the Client and the Service Provider.
- The Service Provider shall replace any underperforming or unavailable resource within **10 business days** of notification.
- The first **2 weeks** of any new resource will be treated as a **trial period**, during which the Client may request replacement without cost.

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6. Confidentiality

- Both parties shall maintain confidentiality of all shared non-public information, business processes, client data, or code.
- This obligation will continue for **2 years** post-termination.
- The Service Provider will ensure its personnel sign NDAs before deployment.

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7. Data Protection

- The Service Provider shall ensure that any data shared by the Client is handled in compliance with applicable **data privacy laws**.
- No Client data shall be stored, transmitted, or used without express consent.
- Any breach must be reported within **24 hours** of discovery.

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8. Intellectual Property

All work products, code, and documentation developed under this Agreement and paid for by the Client shall become the **sole and exclusive property of the Client**.

9. Non-Solicitation

Neither party shall solicit, hire, or engage employees of the other involved in the project, directly or indirectly, during the term of this Agreement and for **12 months** after termination, without written consent.

10. Term and Termination

- This Agreement is valid for a period of **3 years** from the Effective Date, unless terminated earlier.
- Either party may terminate the Agreement or any active SOW with **30 days' written notice**.
- The Client may terminate a resource without cause by giving **15 business days' notice**.
- Upon termination, the Service Provider will return all Client data and materials.

11. Limitation of Liability

- The Service Provider's total liability under this Agreement shall be limited to the **total fees paid in the last 6 months** preceding the claim.
- Neither party shall be liable for indirect, incidental, or consequential damages.

12. Dispute Resolution

- Disputes shall first be escalated to the senior management of both parties.
- Unresolved disputes will be submitted to arbitration under the **Arbitration and Conciliation Act, 1996**, seated in **Mumbai**, India.

13. Governing Law

This Agreement shall be governed by the laws of **India**, with jurisdiction in the **courts of Mumbai**, Maharashtra.

14. Entire Agreement

This document, including any annexed SOWs, constitutes the full understanding between the parties. Amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For Apar Technologies Pvt. Ltd.

Signature: _____

Name: [Authorized Signatory Name]

Title: [Designation]

Date: _____

For EduSmart Learning Pvt. Ltd.

Signature: _____

Name: [Authorized Signatory Name]

Title: [Designation]

Date: _____