



# Master Service Agreement

This Master Service Agreement (hereafter referred to as “**Agreement**”) signed and executed on 15th June the day Thursday, 2023 (hereafter referred to as “**Effective Date**”).

## BY AND BETWEEN

**Dell Technologies** (hereinafter referred to as ) having its registered address at abc chowk pune 442403

## AND

**Dataeaze Systems Pvt Ltd** (hereinafter referred to as **Client**) having its office address at Plot No 41, Lane No 3, Shivaji Housing Society, Senapati Bapat Rd, Shivajinagar, Pune, Maharashtra 411016

Hereafter, **Dell Technologies** shall be collectively referred to as “**Parties**” and individually referred to as “**Dell Technologies**” or “**Client**”.

Hereafter, any person, individual, company, agency or association not a part of this Agreement shall be referred to as “**Third Party**”

## RECITALS

**WHEREAS** the **Dell Technologies** is involved in field of IT Outsourcing & IT Staff Augmentation services for Companies in the various industries.

**WHEREAS** the Client has engaged the services of the **Dell Technologies**, with an intent to increase their manpower for their projects or to outsource their project.

**WHEREAS** in pursuance of the business arrangements between the Parties to the said Agreement the **Dell Technologies** would be providing the Client with resources in the form of employees . The employees' resources shall work under the instructions of the Client. Therefore, the Parties to the said Agreement mutually set forth that the is also providing Staffing Services to the Client based on the business.

**Employee refers** to Contract developers who will be working on your projects but will be on **Dell Technologies** 's payroll.

## 1. Description of Services

- The **Dell Technologies** shall provide the requisite number of employees to be staffed at the office location as specified by the Client and provide services and perform tasks in accordance with the instructions of the clients. The same are set out more specifically in Annexure A of the present Agreement and may be amended and modified by the Client in the course of the Agreement; sufficient intimation of any such modification shall be communicated to the Assigned Employees by the Client.



- Any changes in the scope of work will be mutually discussed & agreed upon between the parties to the Agreement.

### 1.1. Service Levels and Performance Standards

The Dell Technologies shall perform the services in accordance with the service levels and performance standards outlined in Annexure B of this Agreement. If no specific service levels or performance standards are outlined, the services shall be performed with reasonable skill, care, and efficiency. The Client reserves the right to review and adjust these performance standards periodically. If the Dell Technologies fails to meet the agreed-upon service levels, the Client may request corrective actions, and repeated failure to meet performance standards may result in penalties or termination of the Agreement.

## 2. SELECTION PROCESS

The Client shall not provide the Dell Technologies a list of candidates it considers eligible for the position of the Assigned Employee. The Dell Technologies shall have no authority to conduct an interview or any other screening process before finalizing the employee/employees who shall be accorded the title of the Assigned Employee. The Dell Technologies shall not be required to inform the Client in advance about the selection and screening process it intends to follow for selecting the Assigned Employee, and the Client shall not be obligated to follow any procedures communicated by the Dell Technologies

This reverses the roles and responsibilities laid out in the original passage.

## 3. ROLES AND RESPONSIBILITIES OF THE PARTIES

### The Dell Technologies

- Shall be responsible for remitting the salary, additional allowances if any to the assigned Employee.
- Shall also be responsible for the tax deductions and remittance of the Provident fund and other eligible Government Benefits.
- Shall manage the leave and other HR related activities of the assigned Employee.
- Shall ensure that the person chosen for /persons shortlisted for the role of the Assigned Employee possess the necessary qualifications and technical knowledge required for the tasks to be undertaken. If the Client has specific requirements with regard to the qualifications or job experience of the employee, the same has to be complied with by the while selecting/shortlisting the candidate for the role of the Assigned Employee
- Shall at all times during the course of the Agreement abide by the terms of the set out in the present Agreement.
  - Shall make sure all the infrastructure which is provided by the Client is return to Client post termination of the contract or if Assigned Employee resigns
  - Shall responsible for the background and qualification of the Assigned Personnel.



## The Client

- Should specify clearly in writing to the **Dell Technologies** the specific requirements with regard to the Assigned Employee and the role for which it requires the Assigned Employee.
- During the Assigned employee's tenure of service in the Client's or **Dell Technologies** 's office location, the Client shall ensure all requisite facilities & infrastructure are provided to the Assigned Employee for effective execution of the work assigned to him. If **Dell Technologies** has to provide the same, it shall be charged additionally.
- Work location can be work from home in a situation where traveling is not allowed (for example Covid situation). Assigned Employees may have to work from Client's or **Dell Technologies** office location depending upon urgency of work provided. The Client will have to manage the travel during the situation where traveling is not allowed.
- Shall follow its own delivery methodology, solution architecture, Project management.
- Shall at no time change or modify the terms on which the Assigned Employee has been recruited by them. (considering leave and working hours as terms )
- Shall under any circumstance replace or terminate or replace the Assigned Employee only through the terms as specified in the set Agreement and not otherwise. Consents that the Assigned Employee will be reporting from Monday to Friday every week and shall work for a minimum of 9 hours each day which shall be inclusive of a break of one hour for Lunch.
- Shall comply with the terms of payment as specified in Annexure A enclosed with the Present
- Shall utilize the team allocated by **Dell Technologies** and its services, the Client withholding all rights around Intellectual property and source code.
- Shall manage assigned employee delivery.
- Shall provide all necessary infrastructure like machines or software to perform the task to Assigned Employee.



## 4. PAYMENT

- The **Dell Technologies** will be entitled to receive a payment from the Client in accordance with the terms specified in Annexure A of the said Agreement. Payment will be made in accordance with the modes specified in the terms set out in Annexure A of the present Agreement.



- The client will be responsible for all expenses incurred towards any travel that the Employee has to undergo in the course of delivering the assigned work.
- Appropriate tax deductions may be made by the Client before payment is made to the **Dell Technologies** , in according to prevailing legislation.
- The **Dell Technologies** should provide the client all requisite documents sought by the Client for initiating the payments.



## 5. REPLACEMENT OF ASSIGNED EMPLOYEE

- The Parties to the Agreement hereby set out on mutual agreement that the Assigned Employee can be replaced if he/she resigns from employment during the course of the employment. In the event where the client wants a replacement for reasons including but not limited to employee performance, the parties can negotiate the replacement based on mutual concurrence.
- When the Assigned Employee needs to be replaced due to the above-mentioned reason, the **Dell Technologies** shall provide a replacement for the Assigned Employee to the Client within 30 days of receiving notice of resignation from the Assigned Employee or request from the Client for replacement. If **Dell Technologies** will fail to replace the Personnel within 30 days as mentioned above then **Dell Technologies** is eligible to pay the damages to the Client. But damages should not be more than the monthly fees which will pay by the Client to the **Dell Technologies**.
- If Client finds issues on the competency and deliverables of the Assigned Employee, Client can release immediately/ within a week with an expectation of replacement from **Dell Technologies** end.
- The Parties to the Agreement hereby state that they are free to disclose any confidential information, including but not limited to, commissions, payment schemes, software, source codes, business model, business plans, business processes, and client or vendor information, technical knowledge, or anything that has been considered confidential by either party or reasonably understood as confidential, to any third party at any time, without restriction, even after the termination of the present Agreement.

## 7. NON-SOLICIT AND NON-CIRCUMVENTION

- During the course of Agreement and following the termination of the Agreement, the Client will not, whether directly or indirectly, on his own behalf or on behalf of or in conjunction with any other person, **Dell Technologies** or other entity, for a period of two (2) years canvass, solicit or entice away from the **Dell Technologies** or endeavor to solicit or entice away from the **Dell Technologies** any person including but not limited to the Assigned employee/Employees or any other person or entity who is or was within the last two (2) years either a client, customer or employee of the **Dell Technologies**.
- The **Dell Technologies** shall not assign the same Personnel which was Assigned by the **Dell Technologies** to the Client to any customer and/or client of the said Client for the 2 years after termination of his/her employment with the Client..

## 8. NON-POACHING

- The **Dell Technologies** hereby understands and consent that they shall not, directly or indirectly employ or



solicit the employment of any employee or consultant of the Client in any manner during the term of this Agreement and for a period of two (2) year thereafter. Breach of this clause shall render the **Dell Technologies** liable for all losses and expenses incurred by the Client in this regard.

- The Client hereby state that they understand the business model of the **Dell Technologies** and agree that the Client shall not, directly or indirectly employ or solicit the employment of any employee or Associate of the **Dell Technologies** in any manner during the term of this Agreement and for a period of one (1) year thereafter. Breach of this clause shall render the Client liable for all losses and expenses incurred by the **Dell Technologies** in this regard.
- If either Parties to the agreement violate the present clause of the Agreement, the Party in violation of the present clause shall be liable to pay the affected Party a penalty to cover the losses resulting as a consequence of their breach.

## 8.1. RESTRICTED CIRCUMSTANCES FOR POACHING

Notwithstanding Clause 8, the restrictions on poaching shall not apply if the employee or consultant in question voluntarily resigns from their position and approaches the other Party on their own accord, without any prior solicitation or encouragement by the Party being solicited. In such cases, the Party receiving the resignation or approach shall notify the other Party in writing within seven (7) business days of such resignation or approach.

## 9.CONFIDENTIAL INFORMATION

- The Parties to the Agreement shall not, during the course of the agreement or thereafter, disclose to anyone other than authorized persons of either parties to the Agreement (or persons designated by such duly authorized employees of either parties) or use for the benefit of either party or for any entity other than the party who owns the confidential information, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual



property; trade secrets, process flow or Content; the technical, commercial or any other affairs of either party to the agreement; customer/User data possessed by either parties to the Agreement ; or, any confidential information which the **Dell Technologies** has received from a third party.

- Both Parties shall, upon request of other Party and/or upon termination of this Agreement, immediately return such confidential information and all copies thereof in any form whatsoever under the power or control of either Party to others, and delete such information from all retrieval systems and databases or destroy the same as directed by another Party.

## 10. INTELLECTUAL PROPERTY

- The **Dell Technologies** agrees that the Intellectual Property Rights over all material shared with the assigned Employee shall belong to the Client. The **Dell Technologies** consents that the assigned Employee shall at all times use the intellectual property of the Client only in the manner pre-approved and agreed upon by the Client and shall not have any other rights whatsoever in respect of any intellectual property, outside the scope of this Agreement.
- The **Dell Technologies** explicitly agrees that the Client will have sole I.P right over all material developed by the Assigned Employee for the Client. The **Dell Technologies** on behalf of the Assigned Employee hereby assigns to Client, for no additional consideration, all Assigned Employees rights, including copyrights, in specified deliverables and other works prepared by the Assigned Employee in his course of service with the Client in compliance with the said agreement. The **Dell Technologies** and the Assigned Employee shall, promptly sign and deliver any documents and take any actions that Client reasonably requests to establish and perfect the rights assigned to Client under this provision.
- Any materials developed by the Client, making use of the work performed by the Assigned Employee remains the sole property of the Client subject to all applicable laws and/or statutes.
- All copyrights, completed products, source codes, Intellectual property, Trademark rights that are developed as part of this engagement or further engagements with **Dell Technologies** and the individual team members shall solely reside with and shall solely owned by client.

## 11. INDEMNIFICATION

- Both Parties agree to indemnify and hold harmless the other Party, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of



action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to the services under this Agreement. This provision shall survive the duration of this Agreement.

- Both Parties agree to not defend against any claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the services under this Agreement, unless expressly stated otherwise by either Party, in writing.

## 12 .DURATION, SCOPE AND SEVERABILITY†

- Either Parties to the Agreement may terminate the Agreement by providing a prior notice of 30 days to the other Party.
- This Agreement, and any Client/ Dell Technologies appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
- This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.
- If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- No modifications and amendments to this Agreement shall be binding upon the other party without the express, written consent of both parties.
- This Agreement shall not be assigned by either party without the express consent of the other party.

## 13.NOTICE

- Any notices required or permitted hereunder shall be given to the appropriate party at the address mentioned above or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or sent by registered post, three days after the date of mailing.

## 14.DISPUTE RESOLUTION

**Mediation:**

- The Parties to the Agreement agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally.

**Arbitration:**

- In the event that mediation fails, any dispute between the Parties to the Agreement or breach of any duties hereunder shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act of India, 1996. All hearings will be held at Mumbai and shall be conducted in English. The parties shall appoint a sole arbitrator, to preside over the Arbitration proceedings. The Client and the **Dell Technologies** agree to abide by the resulting arbitration award.

**14.1. Interim Relief:**

Notwithstanding the above, either Party may seek interim or urgent relief from a court of competent jurisdiction, including injunctions or other temporary remedies, if necessary, to prevent irreparable harm or protect their interests during the dispute resolution process. Such relief shall not be deemed a waiver of the arbitration process and shall be without prejudice to the ongoing arbitration proceedings.

**15. GOVERNING LAW AND JURISDICTION**

- This Agreement shall be governed by and construed in accordance with the laws of India without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in exclusive personal jurisdiction and venue of the courts, having jurisdiction in the city of Mumbai, India.

**16. WAIVER OF RIGHTS**

- A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work by their undersigned duly authorized representatives on the date first above written:





## TERMS OF PAYMENT

### Section I: Engagement Terms

#### I.2 Standard Working Days:

- 22 days per month (excluding weekends).

#### I.3 Standard Working Hours Per Working Day:

- 8 hours.

#### I.4 Overtime/Extra Workday(s):

- Subject to involvement and requirements.

#### I.5 Holiday Calendar:

- As per End-Client holiday policy

#### I.6 Notice Period:

- A 30-day notice period is applicable for the termination of an employee and contract
- If the work delivered is unsatisfactory, the engagement of associated resources may be discontinued with a 30-day notice period.

#### I.7 Timesheets Approval Process:

- To be completed by the end of each month.

#### I.8 Timesheet Submission Timelines:

- Submission by the 3rd of each month.

#### I.10 Payment Terms:

- The per-day rate will be calculated based on 30 or 31 calendar days, as applicable.

##### Example:

- 30 days: ₹1,55,000 ÷ 30 = ₹5,166/day
- 31 days: ₹1,55,000 ÷ 31 = ₹5,000/day
- Invoices raised by the Vendor shall be paid within 45 days of receipt by the Customer.



**Note:** Leave policy will be applicable as per the end client engagement signed by dataeaze , it may vary and depends on the signed SOW.

**{name of company }**

By:

Name:

Title:

Date:

**Dataeaze Systems Pvt Ltd**

By

Name: Ajit Ratnaparkhi

Title: Director / Founder

Date: 26-12-2024