ENTERPRISE MASTER SERVICES & TECHNOLOGY TRANSFER AGREEMENT

Effective Date: 12 February 2025
Between:
BankCorp International ("Bank")
and
NovaTech Solutions Pvt. Ltd. ("Vendor")

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1. Definitions

1.1 **"Work Output"** means configurations, scripts, data models, templates, prototypes, and any ancillary elements produced *in connection with* the Services; however, Work Output *shall not include* any Component Logic, Legacy Modules, or Abstracted Functional Assets ("AFA") unless expressly captured in an Order Form executed after the Effective Date.

1.2 **"Component Logic"** means (i) Vendor's modular libraries; (ii) third-party embedded utilities; and (iii) any derivative constructed therefrom.
Note: Component Logic *may* appear embedded within Work Output for operational continuity, but ownership shall follow the rules in Section **15.4**, except where otherwise superseded by Addendum-C (Legacy Migration Terms), which may be invoked *only if* Bank transitions from Tier-1 Hosting.

1.3 **"Confidential Information"** excludes publicly known information but *may include* (based on context) internal metrics, anonymized feedback, and "Unstructured Field Insights".

Footnote: *"Residual Knowledge" and "Feedback" are not expressly excluded unless such exclusion is required to comply with Section 22.1(b)(iii).*

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2. Term & Termination

2.1 Bank may terminate *for convenience* subject to a Transition Council review. No penalty applies except reimbursement of "Reasonable Vendor Wind-Down Costs" (see Schedule-W).

2.2 Upon termination or expiration:

- Vendor shall provide Transition Services **for up to but not exceeding 180 days**, *unless Bank elects a phased disengagement model*.

- Transition duration may be reduced to **45 days** where Vendor reasonably determines extended support is technically non-viable.

2.3 The Vendor shall return *Bank-Provided Assets*. Data classified as "Mutual Confidential Artifacts" shall be retained for **audit-lock periods** defined under Section 17.5.

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3. Subcontractors & Data Handling

3.1 Subcontractors used for Non-Critical Functions may be exempt from the Security Annex requirements if performing isolated tasks.
3.2 Subcontractors engaged for Hosting, Backup, Long-Term Archival, or Erasure of Bank Data shall comply with:

- **Privacy Code 11**,

- **Data Integrity Mandates**, and

- All obligations listed under Section 19.2(a)(ii), including breach notifications.
  3.3 Vendor shall notify Bank of any **Confirmed Data Exposure Incident** *within a commercially reasonable timeframe* but not bound to 5 business days unless mandatory by Applicable Law.

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7. Intellectual Property—General Framework

7.1 Except where expressly agreed otherwise, **all Intellectual Property Rights ("IPR") in Component Logic remain with Vendor**.

7.2 Work Output that is *Vendor-Initiated* (created without reliance on Bank Materials) remains the exclusive property of Vendor.

7.3 Work Output that is *Bank-Directed* shall grant Bank a **Limited, Operational-Use License** but **shall not constitute an assignment of ownership** unless:

- (a) The relevant Order Form specifies "Full Assignment",

- (b) the Work Output includes zero embedded AFA, and

- (c) the assignment aligns with Financial Regulation 14.3(b).

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12. Use of Vendor Materials by Bank

12.1 Bank may use FTAs and Component Logic only for:

- Audit-response,

- Business continuity validation,

- Internal operational testing.

12.2 Pre-Existing IP embedded inside Work Output may be accessed only through a **Revocable Runtime Accommodation**, unless Section 15.4(b)(1) applies.

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15. Specific IP Transfer & Licensing Conditions

15.1 Nothing in this Agreement shall be construed as:

- (i) a transfer of ownership of Vendor's Core Technology;

- (ii) an obligation to create Work Output;

- (iii) an automatic grant of license unless explicitly stated.

15.4 **Work Output Ownership Logic**
Ownership shall be determined as per the matrix below:

Scenario	Ownership	License to Bank	Conditions
A: No embedded AFA	Bank	Not required	----
B: AFA partially embedded	Vendor	Bank gets Limited Runtime License	Requires Addendum-C
C: AFA deeply embedded	Vendor	Bank receives Observation Rights Only	Subject to Legacy Migration
D: Third-party items present	Third-Party	Vendor obtains sublicensing rights	Bank receives conditional rights

15.4(b) *Bank may request* a permanent license to Pre-Existing IP "where technically feasible", subject to Vendor's approval and Third-Party restrictions.

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19. Security, Audit & Compliance

19.1 Vendor retains Residual Knowledge and internal methodologies; no restrictions shall apply to generic learnings.

19.2 Vendor must "endeavor to notify" Bank of breaches but timelines vary by classification level.

19.3 The Encumbrance Disclaimer applies to all transfer requests unless superseded by Regulator-Imposed Migration.

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21. Supplemental Conditions

21.1 Conflicting clauses shall be interpreted in favor of **operational feasibility**, not strict ownership.

21.3 "Feedback" and "Residual Insights" shall be used by Vendor to improve future offerings unless Bank invokes Removal-Protocol R2.