

Master Service Agreement

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Master Agreement”), made as of October 8th 2019 (the “Effective Date”) is entered into between IT-SVC, LLC. (“ITSVC”), a New Hampshire corporation whose mailing address is 258 McGregor St, Manchester, NH 03102, and _____ (hereinafter called “Client”), having its registered office at _____

This Master Agreement contains the general terms and conditions under which IT-SVC will provide consulting and professional services to the Client. These terms and conditions are deemed to be a part of any subsequent specific engagement for consulting and professional services made by the Client with IT-SVC. Now, therefore, for the considerations and covenants set forth below, IT-SVC and the Client agree as follows:

Implementation: IT-SVC will provide development & consulting services (the “Services”). The scope of the service provided will be supplemented in the document – such as Statement of Work - and will be shared with the client.

Client Responsibilities: The Client agrees to make all reasonably necessary internal arrangements and will make a good faith effort to provide all reasonably necessary information to facilitate the timely performance of Project. With prior coordination with IT-SVC, the Client will endeavor to provide the development license/access of third-party tools, proprietary tools, and APIs, as needed.

1. FEES

1.1. **Fees.** Fee for any services or work performed will be defined in the mutually agreed Statement of Work or in the Purchase Order.

- Statement of Work: Statement of Work (SOW) is a document that defines project specific activities / functional requirements, timelines and deliverables to the Client provided by IT-SVC.
- Purchase Order: Purchase Order (PO) is a commercial document and official offer issued by the Client to IT-SVC indicating types, quantities and agreed prices for services.
- All amounts due under this Agreement shall be billed and paid for in the following manner. IT-SVC shall invoice the client on a monthly basis. Each such invoice shall be payable within 15 days after the date of the invoice. If any invoice is not paid in full within thirty (30) days after the date of the invoice, interest shall accrue on the unpaid amount at the annual rate equal to the "Prime Rate" as reported on the thirtieth day after the date of the invoice in The Wall Street Journal (or, if such day is not a business day, the first business day immediately after such day), calculated on the basis of a year of 360 days and the actual number of days elapsed between the end of the Fifteen (15)-day payment period and the actual payment date.

1.2. **Hardware and Software Cost:** IT-SVC will provide computer hardware and computer operating software (i.e., the operating system and programming interface) to the team members

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as per the project requirement. All the costs pertaining to third-party tools that are required for running the application other than the standard Development infrastructure will be borne by the Client.

13. **Payment:** Client agrees to pay IT-SVC based on the mutually agreed Scope of Work/Purchase Order. In case of any changes to the SOW/PO, the Parties agree to mutually discuss and come to a resolution of the issues.

2. TERM:

- 2.1. This Master Agreement will commence on the “Effective Date” and will continue for 2 Years. The Parties may extend the initial Term in yearly increments with a writing signed by each of the Parties. This agreement will not automatically renew.

3. TERMINATION

- 3.1. **Termination Conditions:** This Master Agreement may be terminated immediately by either party upon the occurrence of any of the following events:
- a) if the other party breaches a material term or condition of this Master Agreement, and such breach remains uncorrected for thirty (30) days after receiving written notice.
 - b) If the other Party commits any misconduct, fraud, cheating, misappropriation or any act lacking in good faith; If the other Party disregards or violates Applicable Laws; including acts of major fraud committed by such other Party affecting the credibility of first Party. _
 - c) If any of the representations or warranties provided by other Party are found to be false or incorrect; Insolvency of the other Party or if the audited financial results of the business of the other Party discloses that the total liabilities of the business of the other Party exceeds all its assets.
 - d) If the other Party enters into an arrangement or composition with its creditor(s) or if a Receiver of the other Party’s property or any part thereof, is appointed.
 - e) If a resolution is passed to wind-up the other Party’s business or if a Receiver is appointed for any part of the other party’s property .
- 3.2. **Convenience:** This Master Agreement may be terminated on convenience upon sixty (60) days. The effective date of termination will be deemed to be the latest of sixty days (60) days from receipt of the notice or the date on which any Project in progress as of the date of the notice is completed.
- 3.3. **IT-SVC Obligations:** Upon receiving a notice of termination, the obligation of IT-SVC to provide new or additional Services will terminate; however, IT-SVC will be obligated to complete all Work in Progress as of the date of the notice unless IT-SVC has terminated this Master Agreement pursuant to Section 3.1 and 3.2 above.
- 3.4. **Client Obligations:** Client agrees that (i) all fees for Services performed, and all related expenses incurred, shall accrue through the effective date of termination, and (ii) Client is obligated to pay IT-SVC, without any holdback, demur or recourse, all fees and expenses incurred including but not limited to by demobilization expenses whether incurred or to be incurred by IT-SVC through the effective date of termination.

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- 3.5. No Consequential Damages:** Upon termination of this Master Agreement for any reason, neither Party will be liable to the other because of such termination for consequential damages, including but not limited to claims for loss of profits, good will, tangential expenditures or commitments in connection with the business of Client or IT-SVC, or for any reason whatsoever flowing from such expiration or termination.
- 3.6. Survival of Obligations:** The following obligations will survive the termination of this Master Agreement for any reason: (a) obligations to make payments of all amounts due; (b) obligations relating to confidentiality, Confidential Information, and the ownership of intellectual property (c) obligations relating to indemnification and limitation of liability; (d) obligations regarding jurisdiction, contract interpretation, and dispute adjudication. The nondisclosure obligations outlined in Section 4 will survive the expiration or termination of this Agreement for a period of an additional **two (2) years**. Termination of this Master Agreement will not relieve either Party of any obligations arising out of this Master Agreement prior to or upon the date of such termination.

4. CONFIDENTIALITY

- 4.1. Confidential Information:** “Confidential Information” is all non-public information presented or disclosed by the “Disclosing Party” to the “Receiving Party”, regardless of its form and regardless if marked confidential or not. Confidential Information may include (but is not limited to) business methods, business plans, concepts related to the disclosing party’s business, finances, provider network(s), policies, procedures, processes, information technology systems, pricing, techniques, inventions, customers, marketing plans, prospects, proposed businesses, products or Services. Confidential Information includes, without limitation, information transmitted in writing, orally, digitally, on magnetic media, or under the circumstances such that the Receiving Party knew or should have known, or a reasonable person similarly situated would have known, that the information was confidential.
- 4.2. Exclusions and Other Conditions:** Confidential Information does not include information that: (a) is or becomes publicly available through no act or omission of the Receiving Party; (b) is disclosed to a third-party by the Disclosing Party without restrictions on disclosure; (c) is rightfully acquired by the Receiving Party from a third-party; (d) is independently developed without access to or use of the Disclosing Party’s Confidential Information; or (e) was previously known to the Receiving Party without any nondisclosure obligation. Notwithstanding the foregoing, either Party, as the Receiving Party, may disclose the Disclosing Party’s Confidential Information if such disclosure is in response to a valid order of a court or other governmental body or is otherwise required to be disclosed by law; provided, however, that the Receiving Party will, unless prohibited by applicable law, first have given written notice thereof to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order.

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43. **Nondisclosure:** Each Party may be granted access to Confidential Information of the other Party during the term of this Agreement. Each Party agrees that it will not use or disclose to any third-party any Confidential Information of the other Party except as permitted by this Agreement or as authorized by the other Party's prior written consent. In no event will the Receiving Party use less care to maintain the Disclosing Party's Confidential Information than the Receiving Party uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care.
44. **Destruction of Confidential Information:** Upon a written request following termination, each Party will promptly return the other Party's Confidential Information, and all copies thereof, to the Disclosing Party or destroys such Confidential Information and certifies to the Disclosing Party that it has been done.

5. OWNERSHIP OF INTELLECTUAL PROPERTY

51. **Client Materials:** To the extent that the Client provides to IT-SVC any specifications, white papers, documentation, or other Client Materials ("Materials") in connection with this Agreement, the Client represents that it has all necessary right, title, and interest in the said Materials and that it has full authority to provide such Materials to IT-SVC acknowledges that such Materials are being provided by the Client for the sole purpose of providing assistance to IT-SVC with respect to its performance of the Services hereunder and the Materials will not be used for any other purposes.

- Limited License. The Client hereby grants to IT-SVC a non-exclusive, non-transferable, non-assignable limited license to internally reproduce and refer to and internally use the Materials, solely for the purpose of providing Services under this Agreement. The Materials provided hereunder will be considered the Confidential Information of the Client. IT-SVC may disclose the Materials only to IT-SVC employees or contractors or employees or contractor of IT-SVC India on a need-to-know basis. IT-SVC will execute appropriate written agreements with its employees and contractors sufficient to enable it to comply with all the provisions of this Master Agreement, including without limitation, Section 4 and this Section 5, including non-disclosure and assignment of rights, if applicable.
- Ownership/Reservation of Rights. The Client retains all right, title, and interest in and to the Materials. The foregoing limited license will not be construed in any manner as transferring any rights of ownership to the Materials, or the features or information therein. All rights to the Materials not expressly granted are reserved to the Client.

52. **New Materials:** Upon full payment for the applicable Services and end of contract, the Client will obtain ownership of all work and this include all the source code developed for the client, excluding Framework, developed, created, or conceived, or provided by IT-SVC alone, or together with the Client or any third-party, in the course of providing Services under this Master

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Agreement (“Work”), (including, but not limited to, rights to work in progress, notes, machine code, programming code, patent, trade secrets, trademarks, copyrights, inventions, improvements, discoveries, software, concepts and other works of authorship, data, and knowhow whether or not patentable or protectable), excluding any Materials or data therein that may be incorporated into or used with such Work.

6. DISCLAIMER OF WARRANTIES

6.1. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS MASTER AGREEMENT, CLIENT AND IT-SVC, AND THEIR SUBSIDIARIES AND AFFILIATES, MAKE NO OTHER REPRESENTATIONS OR WARRANTIES. THE EXPRESS WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO EACH PARTY’S OBLIGATIONS HEREUNDER. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. IT-SVC DOES NOT WARRANT THAT THE WORK OR SERVICES WILL (A) OPERATE WITHOUT INTERRUPTION, OR (B) BE ERROR FREE.

7. FORCE MAJEURE

7.1. Neither Party here to will be liable for any failure to perform its obligations under this Master Agreement if such failure is caused by acts of God, earthquake, war, attack, strikes, revolutions, lack or failure of transportation facilities, laws, or governmental regulations or other causes that are beyond the reasonable control of such party. Obligations hereunder, however, will in no event be excused but will be suspended only until the cessation of any cause of such failure. If an event of force majeure obstructs the performance of this Master Agreement for more than five (5) business days, the Parties will consult with each other to determine whether this Master Agreement should be modified or terminated. The Party facing an event of force majeure will use reasonable efforts to minimize its effects and will promptly notify the other Party of any such case of force majeure.

8. LIMITATION OF LIABILITY.

8.1. EXCEPT FOR THE PARTIES’ OBLIGATIONS UNDER SECTION 4 (CONFIDENTIALITY) OR SECTION 5 (OWNERSHIP OF INTELLECTUAL PROPERTY) WHICH HAVE NO LIMITS ON LIABILITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING FROM NEGLIGENCE OR STRICT LIABILITY, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST REVENUE OR PROFITS, LOST SAVINGS, OR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS MASTER AGREEMENT, EVEN IF SUCH PARTY

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HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTION 4 (CONFIDENTIALITY), SECTION 5 (OWNERSHIP OF INTELLECTUAL PROPERTY) OR CLIENT'S PAYMENT OBLIGATIONS FOR SERVICES PERFORMED WHICH HAVE NO LIMITS ON LIABILITY, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR DIRECT DAMAGES HEREUNDER EXCEED THE AMOUNTS PAID BY CLIENT TO IT-SVC IN PRECEDING SIX MONTHS AS FEES FOR THE SERVICES GIVING RISE TO SUCH CLAIM UNDER THIS MASTER AGREEMENT.

9. GENERAL

- 9.1. **Governing Law:** In the event of any dispute hereunder, the laws of the State of Texas will govern the validity, performance, enforcement, and any other aspect of this Agreement, notwithstanding any jurisdiction's choice of rules to the contrary; and, the Parties consent to exclusive jurisdiction of the Courts of Law in Texas, US.
- 9.2. **Severability and Waiver:** If any provision of this Master Agreement is held illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Master Agreement otherwise remains in full force and effect and enforceable. The waiver by either Party of a breach of any provision contained in this Master Agreement must be in writing and in no way will be construed as a waiver of any subsequent breach of any such provision or the waiver of the provision itself.
- 9.3. **Successors and Assigns:** This Master Agreement may not be transferred or assigned by either Party or by operation of bankruptcy law, without the prior written consent of the other Party, which consent will not be unreasonably withheld. In any case of assignment or transfer which may be permitted under this Master Agreement, this Master Agreement will be binding upon and inure to the benefit of the successors of the parties.
- 9.4. **Independent Contractors:** The Parties to this Master Agreement are independent contractors and no agency, partnership, joint venture, or employee relationship is intended or created by this Master Agreement. Neither Party has the power to obligate or bind the other Party. Personnel (including contractors, agents, and other representatives) supplied by IT-SVC work exclusively for IT-SVC and will not, for any purpose, be considered employees or agents of the Client. IT-SVC is solely responsible for the supervision, direction, control, and compensation benefits (including but not limited to any compensation and retrial benefits such as EPF, ESI, etc.) and taxes of said personnel and ensure all necessary compliances as and when required. As a consequence, the Client is neither liable nor responsible for withholding or deducting any sums for federal or state income taxes, social security, health, worker's compensation, and disability insurance coverage, pension or retirement plan or the like and IT-SVC will fully indemnify Client from any third-party claim, any Authorities impositions, penalties, Court orders etc.
- 9.5. **No Hire:** During the term of this Master Agreement and for a period of three (3) years

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thereafter, neither Party will knowingly directly or indirectly, either alone or in association with others, (a) solicit, or permit any of its Affiliates to solicit, any employee of the other Party or its affiliates to leave the employment of the other Party or any of its Affiliates, or (b) solicit for employment, hire, or engage as an independent contractor, or permit any of its Affiliates to solicit for employment, hire, or engage as an independent contractor, any person who was employed by the other Party or its affiliates.

- 9.6. **Notice:** Any notices required or permitted here under will be given to the appropriate Party at the address specified above or at such other address as the Party will specify in writing. Notice will be deemed given: upon personal delivery; if sent by facsimile, upon confirmation of receipt; if sent by electronic mail upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, five days after the date of mailing.
- 9.7. **Expenses:** Except as otherwise expressly provided in this Agreement, each Party will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement.
- 9.8. **Further Assurances:** The Parties agree (i) to furnish, on request to each other, such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent and contemplated transactions of this Agreement.
- 9.9. **Counterparts:** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed one instrument. A facsimile signature will be deemed an original.
- 9.10. **General:** That all claims or disputes arising between the parties shall be referred to Arbitration in accordance with the laws of US.

10. ENTIRE AGREEMENT

This Master Agreement is not effective until signed by both Parties. This Master Agreement, together with any applicable SOW constitutes the entire agreement between Parties concerning its subject matter and merges all prior and contemporaneous communications. This Master Agreement may not be modified except by a written agreement signed by IT-SVC and the Client. The terms contained herein apply to any SOW entered into between the Parties during the term of this Master Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

_____	IT-SVC
By:	By:
_____	_____
Name:	_____
	Name: William Kellett
_____	Title: CEO
Title:	Date:

Date:	