

MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT (hereinafter referred as “Agreement”) is made on **25th August 2022**

BY AND BETWEEN

NEOSOFT PRIVATE LIMITED, a Company duly incorporated under Companies Act, 2013 and having its Office at Unit No.5, The Ruby Tower, 4th Floor, Dadar -400028, Mumbai, India (hereinafter referred to as “**Service Provider**”) OF THE FIRST PART

AND

IGH Automation GmbH, a Company/Firm duly incorporated under Laws of Germany & having its Registered Office at Schwanitzstraße 2b D-98693 Ilmenau (hereinafter referred to as “**Client**”) OF THE SECOND PART.

The expressions “**Service Provider**” & “**Client**” shall, unless it be repugnant to the subject or the context or meaning thereof, be deemed to mean and include its office bearer its director or directors time being in force, executors, administrators, legal representatives, authorized signatory, permitted assigns, nominees, affiliates / associates and attorneys.

WHEREAS,

- **Service Provider** is engaged inter alia, in business of Staff Augmentation & Software Development services;
- **Client** intends to avail the technical & consulting services of the **Service Provider** for Design, Development, Testing, Installation and Implementation of Computer Software, and other related services as per its requirements, in accordance with the terms and conditions of this Agreement – by hiring human resources from **Service Provider** on contractual basis either onsite OR offshore;
- The **Service Provider** is desirous to provide such services to **Client** in accordance with the terms and conditions hereinafter appearing.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1) Purpose & Scope:

The **Service Provider** will provide the services of technically qualified and experienced personnel (hereinafter referred to as “**Resource/s**”) to the **Client** for working on services, as and when desired / requested by **Client**, on time-and-material basis.

2) Term:

This Agreement shall be in force for **(1) years**, from the date of hereof. The Agreement can be extended with mutual consent between the **Service Provider** and the **Client** or terminated earlier in terms of Clause 13 of this Agreement.

3) Deliverables:

The **Service Provider** will provide services of **Resource/s** for a period as agreed upon between the **Service Provider** and the **Client**. Under this Agreement, the **Client** and the **Service Provider** will sign a specific “**Work/Job Order**”, a template of which is attached in **Annexure - A**) for each instance of a **Resource/s** being engaged by the **Client** from the **Service Provider**, for providing the said services. The terms of the Work/Job Order will form part of this Agreement and in case of any inconsistency, the conditions mentioned in the Work Order shall prevail.

4)Scope of services:

4.1 The Service Provider shall use its best efforts to make available to the Client such number of Consultant(s)/Resource(s), with such technical qualifications, as the Client shall from time to time request. Such communication will be as specified in the Job/Work Order which shall be duly signed by both the Parties hereto.

4.2 . The Client shall communicate to the Service Provider in case of a skill gap in the Resources provided.

4.3 If a mutually acceptable candidate is found, the Parties will discuss and mutually execute a "Work Order" in the form attached to this Agreement.

4.4 The **Client** will nominate one or more person/s who will be the liaison person/s (hereinafter referred to as “Project Manager/s”) for the **Resource/s** provided by the **Service Provider** to **Client**. During the term of the **Work Order**, the **Resource/s** will report to the Project Manager/s and will perform tasks assigned to him/her by the Project Manager/s.

The Project Manager/s will be solely responsible for:

- Giving confirmation to the **Service Provider** (for the Resource/s deputed) – after first 2 weeks.
- Assigning tasks to the Resource/s
- Reviewing tasks done by the Resource/s
- Giving timely feedback to the Resource/s
- Properly utilizing time of each Resource
- Escalating any performance related issues of the Resource/s

4.5 The Resource/s will inform in writing well in advance to the reporting Project Manager about any impending leave to facilitate planning. Only on written approval, such Resource/s will proceed on leave. In the absence of written approval, such Resource/s would be considered as absent.

4.6 The Service Provider warrants that the Resource/s will be a bona-fide employee of the Service Provider and on its rolls as a permanent employee.

4.7 Any change in the scope of service and/or Work/Job order shall only be effective upon prior approval via mail from both the parties to this Agreement.

5)Resource/s Attrition:

5.1 It is expected that the **Resource/s** assigned to the **Client** will complete the contracted Term as per the **Work Order**. In case, the **Resource/s** resigns or the Service Provider terminates him/her as a result of which he/she can not complete the contracted Term , the **Service Provider** will provide the **Client**

with a substitute **Resource** with equivalent competency within 15 calendar days of resignation/termination and also ensure a transition period or work overlap of at least 15 calendar days with **the Resource/s** (whose termination notice has been sent by the **Service Provider**) without any additional cost to the **Client**.

5.2 For the replacement **Resource**, billable period will start after lapse of the transition period or work overlap of 15 calendar days.

5.3 In case the **Service Provider** fails to provide a replacement within 15 days, the **Service Provider** is liable to pay 15 calendar days' value (the payment or fee paid / payable to the **Service Provider** for intended service of that **Resource**) of the Work Order to the **Client**.

5.4 For any reason, if the **Client** is not willing to take replacement **Resource** from the **Service Provider** then above penalty of 15 calendar days' value (the payment or fee paid / payable to the **Service Provider** for intended service of that **Resource**) of the Work Order Contract to the **Client** is not applicable.

6) Client's Obligations:

6.1 The **Client** agrees to support the activities of the **Resource/s** in reasonable technical, administrative and commercial way and to provide **Resource/s** inputs, documentation, statements and credentials available to **Client** which shall allow **Resource/s** to perform its duties and responsibilities hereunder. If the **Resource/s** are deployed at **Client's** premises or its end client's premises, **Client** shall provide **Resource/s** necessary infrastructure, hardware, software as mutually agreed between parties, for performance of services. In case any third party licenses required for performance of services, **Client** shall procure such third party licenses and comply with terms and conditions of such third party licenses. In case **Client** permit **Resource/s** to use any equipment, tools or facilities during the term of this Agreement / **Work Order**, it shall be implied that **Client** has valid authority to allow **Resource/s** to use such equipment, tools, or facilities and **Client** shall be liable to indemnify the Resource and the Service provider for any injury to any person or damage to property arising out of use of such equipment, tools or facilities if such usage is in accordance with the terms and conditions provided by the **Client**.

6.2 The **Client** is responsible for backing up its desktops, laptops, servers and data. **Client** shall be responsible for backing -up and storing any works **Resource/s** undertake for **Client**, including but not limited to graphic designs, source code, code documentation, algorithms, databases, drafts, drawings, testing data, testing procedures, schematics, formulae, etc. **Client** acknowledges that **Service Provider** does not have any obligation to keep a copy of work undertaken by **Resource/s** for **Client**.

6.3 **Service Provider** will not perform any task that will or is likely to require any **Resource/s** to view or work with content which is sexually explicit, hateful, obscene, offensive, illegal, threatening, and racist or contains depictions of nudity.

7) Independent Contractor:

Client and **Service Provider** are and at all times shall be, independent contractors in all matters relating to this Agreement. Neither this Agreement nor the co-operation of the parties contemplated under this **Agreement** will be deemed or construed to create any partnership, joint venture and employer-employee or agency relationship between them. Neither Party is, nor will either Party hold itself out to

be, vested with any power or right to bind the other Party contractually or act on behalf of the other Party as a broker, agent or otherwise.

8) Compensation, Expenses & Invoicing:

8.1 Compensation - Fees for services

In consideration of the services provided, **Client** shall pay to **Service Provider** fees as set forth in **Work Order**. The rates stated in the **Work Order** are exclusive of all applicable taxes. Taxes shall be paid additionally as stated in **Work Order**.

8.2 Expenses

Unless specifically provided otherwise in **Work Order**, the Fees include all out-of-pocket expenses, travel costs and other expenses incurred or paid by the **Service Provider** in performing services under this Agreement / **Work Order**.

8.3 Invoicing

The **Service Provider** shall raise invoice on the **Client** on monthly basis in arrears and the Client shall pay the same within 14 days from the date of receipt of invoices. Any dispute in the invoice amount must be brought to the notice of the Service Provider within 3(three) days of receipt thereof otherwise invoice will be deemed to have been accepted by the Client.

In case of any default in payment within its due date, the Service Provider shall be entitled to interest calculated @18% per annum for the delayed apart from reserving its right to terminate this Agreement and/or recall the Resource/s provided.

9) Mode of Payment:

Bank Wire/NEFT/CHEQUE or as agreed mutually between the parties. Payment to be made on the bank details displayed on invoice(s).

10) Intellectual Property Rights:

10.1 "Intellectual Property" shall mean all intellectual, proprietary, intangible and/or industrial property rights constituting, embodied in, pertaining to, used in or with respect to the business of either Party to the extent that it relates to the Products, or the provision of related services and all tangible embodiments thereof, wherever located, including but not limited to the following: (i) all trademarks (including common law trademarks), trade names, service marks, logos or trade dress, including all registrations and applications therefore, including intent-to-use applications (collectively "Trademarks") and all goodwill associated with the Trademarks; (ii) all copyrights and other rights in works of authorship including all registrations and applications therefor; (iii) all classes and types of patents and patent applications worldwide including any provisional applications, invention certificates, and government grants for invention protection and all reexaminations, reissues, extensions, renewals, applications and rights to file applications for any of the foregoing, patentable ideas, inventions, innovations and improvements; (iv) all know-how and trade secrets; (v) all code documentation, methodologies, processes, models, encoding techniques, applications, product information, formulae, engineering specifications, technical data, testing procedures, drawings, schematics and other proprietary information and materials of any kind; (vi) all software programs in both source code and object code format, including all testing software and software tools; (vii) all documentation, records,

databases, drafts, designs, codes, drawings and algorithms; and (viii) all confidential and proprietary information related to any of (i) through (vii) above.

10.2 Both Parties acknowledge and agree that all the rights, title and interests in the **Intellectual Property** owned by respective Party, are sole and absolute properties of the respective Party and shall continue to vest with the concerned Party during and after the Term of this Agreement.

10.3 Nothing in this Agreement shall give a Party any right, title and interests in license, assignment or ownership in the **Intellectual Property** owned by the other Party and both the Parties reserve their respective rights not expressly granted to the each other under this Agreement.

10.4 Both of the Parties hereto, undertake that neither of them shall apply for any copyright, trademark, service mark or any Intellectual Property for any aspect of the Intellectual Property rights owned or vested in the other Party and provided under this Agreement or developed for the purposes of this Agreement.

10.5 Subject to Clauses 10.2, 10.3 & 10.4, the **Service Provider** agrees that Intellectual Property Rights in all deliverables created or developed by **Resource/s** specifically for the **Client**, shall be the sole and exclusive property of the **Client** provided all the payments due to the **Service Provider** for the deliverables so rendered pursuant to this **AGREEMENT** have already been paid by the **Client** to the **Service Provider**. **Service Provider** hereby assigns to **Client** all right, title and interest in and to such Deliverables developed exclusively for the **Client**, whether or not such Deliverables are deemed “work made for hire” under the relevant laws. Upon **Client’s** written request and expense, **Service Provider** shall execute and deliver to the **Client** all instruments and other documents, and shall take, at the **Client’s** costs, such other reasonable actions as may be necessary or reasonably requested by the **Client** and as may be necessary to give effect to the **Client’s** proprietary rights in such Deliverables.

10.6 Service Provider’s Proprietary Software and Pre-Existing IP

10.6.1 **Client** acknowledges and agrees that this is a Professional Services Agreement and this Agreement is not intended to be used for licensing of any **Service Provider’s** proprietary software or tools. If the **Service Provider** and the **Client** mutually agree that the **Service Provider** provides to the **Client** any proprietary software or tools of the **Service Provider** or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Section shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of the **Service Provider** or of a third party.

10.6.2 The **Client** further acknowledges that in performing services under this Agreement, **Service Provider** may use its proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the **Service Provider** prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder.

10.6.3 **Service Provider** agrees that except with prior consent of **Client**, **Service Provider** shall not embed or incorporate any **Service Provider’s** Pre-Existing IP. (Notwithstanding anything to the contrary contained in this Agreement), **Service Provider** shall continue to retain all the ownership, the right, title and interests to all **Service Provider** Pre-Existing IPs and nothing contained herein shall be construed as preventing or restricting **Service Provider** from using **Service Provider’s** Pre-Existing IP in any manner.

10.6.4 To the extent that any **Service Provider** Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under **Work Order**, **Service Provider** hereby grants to the **Client** a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such **Service Provider** Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize **Client** to (a) separate **Service Provider** Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the **Service Provider** Pre-Existing IP in favor of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the **Service Provider** in **Work Order**, reverse compile or in any other way arrive at or attempt to arrive at the source code of the **Service Provider** Pre-Existing IP.

10.6.5 Residuary Rights

Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement. For the purposes of clarity the **Service Provider** shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the **Client**, for any other client or customer of the **Service Provider** (including without limitation any affiliate, competitor or potential competitor of the **Client**). Nothing contained in this Section shall relieve either Party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other Party.

10.7 The Client Owned Software – Existing

10.7.1 The **Client** grants to the **Service Provider**, and/or to the **Service Provider's** subcontractors, if any, as required for the **Service Provider** to provide the services, a worldwide, fully paid-up, non-transferable, non-exclusive license during the **Work Order** Term to use the **Client** owned software listed in the relevant **Work Order** solely for the purpose of and to the extent necessary for performing the services. The **Client** Owned Software will be made available to the **Service Provider** in such form and on such media as exists on the commencement date(s) of the **Work Order** or as is later obtained by the **Client**, together with available documentation and any other related materials.

10.7.2 The **Service Provider** shall not be permitted to use the **Client** Owned Software for the benefit of any entities other than the **Client** and the other authorized users without the prior written consent of the **Client**, which may be withheld at the **Client's** sole discretion. The **Service Provider** shall install, operate and support (and otherwise treat in the same manner as the **Client** Owned Software existing as of the Commencement Date(s)) additional **Client** Owned Software that the **Client** may make available to the **Service Provider** from time to time during the applicable **Work Order** Term. Except as otherwise requested or approved in writing by the **Client**, the **Service Provider** shall cease all use of the **Client** Owned Software upon expiration or termination of the relevant **Work Order**. The **Client** Owned Software is made available to the **Service Provider** on an "as is, where is" basis, with no warranties or other obligations whatsoever.

10.8 Third Party Provider Software – Existing

10.8.1 With respect to the Third Party Provider Software listed in the relevant **Work Order**, subject to the **Service Provider** having obtained any required consents/licenses for Third Party Provider Software in the manner provided, the **Client** grants, or shall cause to be granted, to the **Service Provider** and to the **Service Provider's** Subcontractors, as required for the **Service Provider** to provide the services, solely for the purposes of and to the extent necessary for performing the services, the rights of Use of Third Party Provider Software that the **Client** has as of the Commencement Date or later obtains with respect to Third Party Provider Software in either case solely for so long as **Client** has such rights of use under the relevant license agreement for such Third Party Provider Software. Except as otherwise requested or approved by the **Client**, the **Service Provider** and its Listed Subcontractors (if any) shall cease all such Use of Third Party Provider Software upon expiration or termination of the relevant **Work Order** or the **Client** license for Third Party Provider Software, whichever is earlier. At the **Client's** election, the **Service Provider** shall promptly return to the **Client** or destroy any Third Party Provider Software and related documentation.

10.8.2 The **Service Provider** shall, and shall cause its subcontractors (if any) to, comply with all license and usage obligations (which are not payment obligations specifically retained by the **Client**) under all licenses and maintenance agreements for Third Party Provider Software, including, without limitation, the obligations of non-disclosure and scope of use; provided, however, that the **Service Provider** will only be obligated with regard to the licenses and maintenance agreements for Third Party Provider Software to the extent the obligations thereunder are disclosed to the **Service Provider**. To the extent provided to the **Service Provider** by the **Client** prior to execution of the applicable **Work Order**, the **Service Provider** shall be deemed to have reviewed and accepted the obligations under the licenses and maintenance agreements for the Third Party Provider Software listed in the applicable **Work Order** as of the applicable Commencement Date(s).

11) Confidential Information

11.1 Obligations of Confidentiality and Non-Use

Service Provider acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided or received by the **Client** hereunder. The **Service Provider** shall not disclose or disseminate the **Client's** Confidential Information to any person other than those employees of the **Service Provider** or Subcontractor/s (if any) who have a need to know it in order to assist the **Service Provider** in performing its obligations, or to permit the **Service Provider** to exercise its rights under this Agreement. In addition, **Service Provider** (i) shall take all reasonable steps to prevent unauthorized access to the **Client's** Confidential Information, and (ii) shall not use the **Client's** Confidential Information, or authorize other persons or entities to use the **Client's** Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder. As used herein, "reasonable steps" means steps that a party takes to protect its own, similarly confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

11.2 Definition of Confidential Information

The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the **Client**, its affiliates, their respective end clients or other service providers, or other persons or entities with whom they do business, that

may be obtained by the **Service Provider** from any source or that may be developed for the **Client** as a result of this Agreement.

11.3 Exclusions

The provisions of this Clause shall not apply to the extent, but only to the extent, that such Confidential Information is: (i) already known to the **Service Provider** at the time it is obtained from the **Client**, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the **Service Provider** or any third party; (iv) is independently developed by the **Service Provider** without reference to or use of any Confidential Information of the **Client**; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the **Service Provider** shall advise the **Client** of such required disclosure promptly upon learning thereof in order to afford the **Client** a reasonable opportunity to contest, limit and/or assist the **Service Provider** in crafting such disclosure). Nothing in this Clause shall be construed as restricting **Client's** rights with respect to any deliverable as provided in Clause 3, for **Client's** business purposes, and for the business purposes of **Client's** subsidiaries and affiliates.

11.4 Return or Destruction of Confidential Information

Upon the **Client's** written request following the completion or termination of this Agreement the **Service Provider** shall promptly return to the **Client**, or destroy, all Confidential Information of the **Client** provided under or in connection with **Work Order/s**, including all copies, portions and summaries thereof. Notwithstanding the foregoing sentence, (i) the **Service Provider** may retain one copy of each item of the **Client's** Confidential Information for purposes of identifying and establishing its rights and obligations under this Agreement, and (ii) **Client** may retain Confidential Information of **Service Provider** to the extent that such information is necessary or desirable in connection with **Client's** use of any deliverables as permitted hereunder; provided, however, that in either case all such Confidential Information retained by the **Service Provider** shall remain subject to the provisions of this Clause for so long as it is so retained. If requested by the **Client**, the **Service Provider** shall certify in writing its compliance with the provisions of this Clause.

12) Non-Solicitation:

12.1 During the term of this Agreement and for 3 years thereafter, the **Client** agrees not to hire, solicit, engage, contract directly or indirectly (via third party employer or other Service Provider) or through its Director(s), Principals and partners, as the case may be, the **Resource/s including the candidates shortlisted and appearing for the interview conducted by client** deployed by the Service Provider to the **Client**. This obligation applies not only to the **Client**.

Similarly, the **Service Provider** agrees not to hire any resources of the **Client** who are involved in performing services under this Agreement, during the term of this Agreement and for 3 years thereafter.

12.2 The **Client** understands and agrees that **Service Provider** spends considerable time and money on its employees to acquire and develop necessary skills, through periodical trainings and therefore are valuable to the **Service Provider**.

12.3 In the event that the **Client** or any of its directors, principals, partners commits breach of this Clause , the **Client** agrees to pay the **Service Provider** a compensation of INR 25,00,000 per Resource and legal costs incurred by the **Service Provider** in recovering such compensation from the **Client**.

13) Termination:

13.1 Either Party may terminate this Agreement or any **Work Order** by serving a written notice in the following manner:

- 30 days termination notice where the term under this agreement is for 1 year or more.
- 30 days termination notice where the resource(s) under this Agreement and/or SOW is to be discontinued/removed/relieved and/or salary/fees in lieu of notice period.

13.2 In the event of any breach of the provisions of this Agreement or any **Work Order**, either Party may terminate this Agreement **or** any **Work Order** upon written notice to the other Party if the recipient Party fails to cure such breach within thirty (30) days following receipt of written notice from the affected Party requiring the remedy.

13.3 Either Party may with immediate effect terminate this Agreement **or** any **Work Order**, in the event of any proceedings in bankruptcy, insolvency or winding up by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

13.4 In the event of continuous non-payment for period of 30(thirty) days or more from the date of receipt of Invoices, Service Provider at its sole discretion upon prior intimation to Client may terminate and or suspend the services being provided under this Agreement.

14) Consequences of Termination:

In the event of termination by **Client** OR **Service Provider** as stated above, **Client** shall remain obligated to pay **Service Provider** any amounts due hereunder for services performed and amounts due till the date of such termination (i.e. till last day of service provided).

15) Force Majeure:

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay or both is caused because of fire, flood, earthquake, strikes, acts of war, terrorism, civil disorders, (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event. If under this clause either Party is excused performance of any obligations for a continuous period of 30 days, then the other Party may at any time hereafter while

such performance continues to be excused, terminate this Agreement, without liability, by notice in writing to the other.

16) Non-Exclusivity:

Service Provider shall be free at all times to provide the services same or similar to the one envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude the **Service Provider** from providing such services to its other clients.

17) Publicity :

Neither Party shall use any name, mark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever nor shall publicize any information pertaining to this Agreement without securing prior written consent of the other Party.

18) Governing Law & Jurisdiction:

This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

Any disputes, controversies or disagreements relating to this Agreement, including but not limited to any question regarding its existence, validity or termination, shall be settled amicably by the Parties. In case of failure of the Parties to settle such dispute/s within fifteen (15) days of one Party giving notice of such dispute/ breach to the other Party, either Party shall be entitled to refer the dispute to the sole arbitrator who shall be appointed by mutual agreement of both the Parties. The arbitration proceedings shall be conducted in Ilmenau. The language of arbitration shall be English. The jurisdiction over all matters arising in connection with this Agreement shall vest exclusively in the courts at Ilmenau

19) Notices:

All notices under this **AGREEMENT** must be in writing and either mailed by certified or registered mail including electronic mail, express courier or hand delivered to each Party at the address set forth below:

<p>To Service Provider</p>	<p>Attn: Mr. Rajendra Rathi E-mail: rajendra.rathi@neosofttech.com Phone: 022-40500692 Address: NEOSOFT PRIVATE LIMITED, 4th Floor, The Ruby Tower, Senapati Bapat Road, Dadar West, Mumbai - 400028</p>
<p>To Client</p>	<p>Attn: Ms Ulrike Oster E-mail: ulrike.oster@igh-automation.de Phone: +49 3677 4693112 Address: Schwanitzstraße 2b, 98693 Ilmenau</p>

Parties will intimate the Change of Address, Email, Phone promptly to the other.

20) Warranty Disclaimer:

Service Provider disclaims any warranty, express or implied, statutory with respect to the services rendered by its **Resource/s** or the results obtained from their work, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or non-infringement.

21) Use of Subcontractors:

Subject to prior written consent of client in writing, The **Service Provider** may subcontract/delegate the work/its duties and obligations under this Agreement. Subcontractors deployed by **Service Provider** under this Agreement shall be abiding by terms and conditions of this Agreement.

22) Limitation of Liability:

22.1 The amount of Indemnity or liability payable by the **Service Provider** under this Agreement shall in no event exceed the half of (i.e.50%) aggregate of the sums received by **Service Provider** as Service Fees under this agreement.

22.2 In no event shall either Party be liable for, and either Party hereby waives the right to claim, any indirect, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either Party has been advised of the possibility thereof.

22.3 Each Party shall indemnify and hold the other harmless from any responsibility for bodily injury and property damage liability or loss which may arise out of performance of its duties under this Agreement. Further, the each Party shall indemnify and hold the other harmless from any claim/legal liability, which may arise as a result of its violation of Information Technology Act, 2000 or any other applicable cyber laws.

23) Indemnification:

Client and **Service Provider** shall indemnify and hold each other, its directors, partners, legal heirs, representatives, administrators, executors, and employees harmless from any and all third party claims faced as a result of any breach of the terms and conditions of this Agreement by it provided that,

- a) Either Party is given written notice of the claim by the other Party to enable it to take necessary actions under this Section;
- b) Either party consults with the other Party on the course of action to be undertaken;
- c) Either party shall defend the claim through its own counsel at their own costs and expense.

24) Contact Details:

- Daily log report to: **markus.kruse@igh-automation.de**
The resource(s) will get instructions; they would only report the stage of the different tasks.
Client undertakes to introduce the resource(s) with Client's system and CVS.

25) Working Time:

Resources would be working as per the time schedule mentioned herein:

- 9:00 hours a day and 5 days a week,
- Holidays; (All Weekends and Indian National Holidays)
- Resources would be proceeding on 1 paid leave per month during the subsistence of this agreement with Clients prior permission on the same in writing/via mail etc.

Holiday Calendar for 2022:

Sr.No.	Date	Day	Description
1	1st January, 2022	Saturday	New Year
2	26th January, 2022	Wednesday	Republic Day
3	18th March, 2022	Friday	Holi
4	2nd April, 2022	Saturday	Gudi Padwa
5	1st May, 2022	Sunday	Maharashtra Day
6	2nd May, 2022	Monday	Eid-UL-Fitr
7	15th August, 2022	Monday	Independence Day
8	31st August, 2022	Wednesday	Ganesh Chaturthi
9	9th September, 2022	Friday	Ananth Chaturthi
10	2nd October, 2022	Sunday	Gandhi Jayanti
11	5th October, 2022	Wednesday	Dussera
12	24th October, 2022	Monday	Lakshmi Puja
13	25th October, 2022	Tuesday	Diwali
14	25th December, 2022	Sunday	Christmas

All work performed in excess of nine (9) hours in any one (1) day, and all work performed on Saturday, and all work performed prior to the employee's regular hour for starting or after the employee's regular hour for quitting shall be considered overtime and shall be compensated for on the basis of one and one-half (1 ½) times the employees straight time rate. All work performed on Sunday shall be compensated for at two (2) times the employees straight time rate.

All Resource(s) are entitled to herein mentioned meal breaks.

- An average of up to 45 minutes of meal breaks per 9-hour shift,
- An average of up to 30 minutes of meal breaks per 8-hour shift,
- An average of up to 15 minutes of meal breaks per 4-hour shift.

Time spent on meal breaks in accordance with the above entitlement's forms part of the paid support period and client shall not be reimbursed or refunded in any way for time spent on meal breaks as per the above entitlements.

26) Staff Scheduling and Rotation (For 24x7 Coverage):

Service Provider endeavors to provide stable staffing but Service Provider reserves the right to assign and re-assign staff as deemed necessary. Changes of staff may occur with mutual agreement, and that Service Provider does not need to provide any compensation, refund or reimbursement of any kind if such staff changes adversely affects Client.

Service Provider reserve the right to assign staff to shift times as and when required.

Client acknowledges that it is Service Provider for all staff to rotate shifts once per month and that therefore the daily work period of each individual staff member will vary from month to month. Shift rotations occur around the same date of each month so the first shift rotation may occur at any time during the first month of service and then will generally occur at approximate one-month intervals after that.

Client acknowledges that it is Service Provider to revise Rates/Fees per resource(s) after the concerned resource(s) have successfully provided service(s) for one year in continuation under this agreement. The Rates/Fees per resource(s) shall be subject to be hiked to the initial rate/fee as was agreed between the parties.

27) Severability:

If any provision of this Agreement is found by competent court to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, and such provision shall be interpreted to extend only to such a scope as to which it may be enforceable.

28) Waiver:

Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

No term or provision of this Agreement will be considered waived by either Party, and no breach consented to by either party, unless such waiver or consent is in writing signed on behalf of the Party against whom it is asserted.

29) Counterparts:

This Agreement has been signed in duplicate, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

30) Modifications:

All changes, alterations or modifications to this Agreement are valid if agreed upon in writing by the authorized representative of both the Parties.

This Agreement represent, constitutes, and expresses the entire agreement between the Parties hereto with respect to the subject matter contained herein and supersedes any previous oral or written communication, representation, understanding or agreement made with respect thereto.


31) Headings:

The headings of the terms and conditions contained in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

32) Assignment:

This Agreement is personal to the Parties. Each of the Parties understands and acknowledges that none of the Parties shall assign or otherwise transfer its rights or obligations under the Agreement, in whole or in part or otherwise to any third party without the prior written consent of the other Party.

IN WITNESS WHEREOF, **Service Provider** and **Client** have caused this Agreement to be executed by duly authorized officers as of the Execution Date.

For NEOSOFT PRIVATE LIMITED	For Client
 _____ Authorized Signatory By: Mr. Nishant Rathi Designation: Director Date: 25th August 2022	 _____ Authorized Signatory By: Ludwig Hoppe Designation: Managing Director Date: 25th August 2022