



सत्यमेव जयते

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**e-Stamp**

Certificate No. : IN-KA32882566661630U  
Certificate Issued Date : 16-Sep-2022 04:58 PM  
Account Reference : NONACC (FI)/ kagcs108/ JAYANAGAR/ KA-JY  
Unique Doc. Reference : SUBIN-KAKAGCSL0877831877409058U  
Purchased by : CONNECTIVITY IT SOLUTIONS PVT LTD  
Description of Document : Article 5(J) Agreement (In any other cases)  
Property Description : MASTER SERVICES AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : CONNECTIVITY IT SOLUTIONS PVT LTD  
Second Party : MASHREQ GLOBAL SERVICES PRIVATE LIMITED  
Stamp Duty Paid By : CONNECTIVITY IT SOLUTIONS PVT LTD  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)



Please write or type below this line

MSA Reference ID : MSACS02308/22 DATED: 19<sup>th</sup> Sept 2022  
MASTER SERVICES AGREEMENT BETWEEN  
MASHREQ GLOBAL SERVICES PRIVATE LIMITED (The Customer)  
AND  
CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED (The Supplier)

This Agreement ("the Agreement") dated 19th day of September 2022("Effective Date") by and between

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

Authorised Signatory

*[Handwritten Signature]*



**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**Mashreq Global Services Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 3rd Floor, Crescent 2, Prestige Shantiniketan, ITPL Main Road, Whitefield, Bangalore 560048, (hereinafter referred to as "**Customer**", which expression, unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors and assigns);

And

**CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at No 1877, 1st Floor, 31<sup>st</sup> cross, 10<sup>th</sup> Main Road, Banashankari, Bangalore 560070 (hereinafter referred to as "**Supplier**", which expression, unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors and permitted assigns).

(Each a "**Party**" and together the "**Parties**").

## **WHEREAS**

- A. The Customer is in the business of Banking
- B. The Supplier has represented that it holds the required skills and expertise to provide Services (defined below) to the Customer.
- C. The Parties hereto have executed this Agreement pursuant to which the Supplier has agreed to provide Services to the Customer.

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Agreement:

- 1.1.1. "**Business Day**" means a day on which the Customer and the Supplier are open for business;
- 1.1.2. "**Background IPR**" means Intellectual Property Rights that belong to or are licensed to a Party prior to the date of the Agreement or created independently of the performance of the Services and/or outside the scope of this Agreement;
- 1.1.3. "**Data**" means any Personal Data and/or factual information relating to the Customer's business, operations, products and service information, systems and controls, trade secrets and other related facts which the Supplier has come to know of by this Agreement;
- 1.1.4. "**Fees**" means the fees payable by the Customer to the Supplier in respect of the Services and as detailed in the Payment Schedule provided in **Annexure B**;

For **CONNECTIVITY IT SOLUTIONS PVT. LTD.**,

**Authorised Signatory**





- 1.1.5. **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.1.6. **"Member"** shall mean and include the persons or employees forming part of the Supplier's Team;
- 1.1.7. **"Personal Data"** means any information relating to means any data or information which relates to staff, customers and clients of the Customer and any data or information which relates to any identified or identifiable individual;
- 1.1.8. **"Scope of Work"** means the scope of work as agreed to between the Parties pursuant to **Annexure A** (as may be supplemented from time to time);
- 1.1.9. **"Services"** mean each of the services as listed in the **Scope of Work**;
- 1.1.10. **"Supplier's Team"** has the meaning ascribed to it in Clause 4.3;
- 1.1.11. **"Working Hours"** means 9:30 to 6:30pm Monday to Friday (excluding public holidays)

## 1.2 Interpretation:

In this Agreement:

- 1.2.1. Headings do not affect the interpretation of this Agreement.
- 1.2.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.2.3. A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

The annexures form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the annexures.

For **CONNECTIVITY IT SOLUTIONS PVT. LTD.**,

  
**Authorised Signatory**





## 2. SCOPE OF WORK

Based on the representations and warranties, made by the Supplier and on such terms and conditions as provided hereunder, the Customer hereby appoints the Supplier to provide the Scope of Services as given in **Annexure A**. The Customer is entitled in its absolute discretion to appoint any other party to provide Services or similar services to the Customer in addition to or to the exclusion of the Supplier.

## 3. FEES

On the terms and conditions hereunder and on satisfactory provisioning of Services, as agreed hereunder, the Customer undertakes to pay the Supplier the fees (more particularly described in **Annexure B**) and on the following terms and conditions:

- 3.1. The Customer shall pay the Fees within 30 Business Days upon receipt of each invoice, issued and submitted by Supplier upon Customer's approval. Payment shall be made only of undisputed invoices.
- 3.2. The Supplier shall not be eligible for any other payment besides the agreed Fee amount.
- 3.3. Without prejudice to any other right or remedy it may have, the Customer reserves the right to set off any amount owing at any time to it by the Supplier against any amount payable by the Customer to the Supplier under this Agreement.
- 3.4. No claim for payment for materials purchased or any other expenses shall be reimbursed to the Supplier without the prior written approval of the Customer. All such reimbursements by the Customer are subject to the Supplier providing relevant receipts and proof of expenses accrued.
- 3.5. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as the Customer shall approve. The Supplier shall allow the Customer to inspect such records at all reasonable times.
- 3.6. Fees shall be paid after withholding taxes as applicable. The Statutory taxes and/or government levies as applicable from time to time will be charged in the invoice and the same will be payable by the Customer at actuals.

## 4. SUPPLIER'S RESPONSIBILITIES

- 4.1 The Supplier shall allocate sufficient resources to enable it to comply with its obligation under this Agreement.
- 4.2 The Supplier shall co-operate with the Customer in all matters pertaining to the Services and shall appoint a contact (the "**Supplier's Contact**"), authorised to represent the Supplier on all matters relating to the Services.
- 4.3 The Customer may for any reason decline to accept any Member proposed by the Supplier for the provision of the Services (together referred to as the "**Supplier's Team**"), and in such event, the Supplier shall propose a replacement without delay. The Supplier shall ensure the continued availability of all the Members of the Supplier's Team during the provision of the Services. The Supplier shall promptly notify the Customer if any Member of the Supplier's Team is unavailable, on leave or resigns.

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

  
Authorised Signatory







- 4.4 The Supplier shall ensure that each Member of the Supplier's Team shall have the relevant industry-standard, skills and training so as to be able to perform the Services in a competent and professional manner.
- 4.5 In the event, that the Supplier requires any Member of the Supplier's Team to be replaced, it shall seek written approval of the Customer to that effect. The Customer may require any Member of the Supplier Team to be replaced with a suitable alternative and the Supplier shall make such arrangements without delay if any Member of the Supplier Team is considered as unsuitable for the Services by the Customer.
- 4.6 The Supplier shall be available to attend all service calls from the Customer pertaining to the Services during the Working Hours and shall respond within 24 Working Hours from receipt of any query from the Customer.

## 5. COMPLIANCE

- 5.1 The Supplier hereby agrees that it shall comply with all laws, rules, regulations and ordinances applicable in respect of providing the Services and that may be applicable to thereunder including but not limited Provident Fund Act 1952, Employee State Insurance Act 1948, the Payment of Bonus Act 1965 and the Payment of Gratuity Act 1972. The Supplier shall be liable for all compensatory claims arising out of non-compliance of such applicable laws, rules and regulations by the Supplier.
- 5.2 The Supplier undertakes to provide evidence of the abovementioned compliances to the Customer. The Supplier shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as per applicable laws in force at the time being.
- 5.3 The Supplier shall be responsible for the Members management, labor dispute handling, handling all labour related matters and signing of all such documents as required for the performance of its obligations hereto.
- 5.4 In the event of a breach of any obligation undertaken by the Supplier hereunder in clause 5, the Supplier shall alone be responsible for the penal consequences and financial liability arising out of such breach or contravention. The Supplier agrees that the Customer shall, in no event, be responsible in any manner, whatsoever, for any breach or offence committed by the Supplier and any prosecution or legal proceedings for any such breach or offence shall lie solely against the Supplier.
- 5.5 The Supplier hereby agrees and acknowledges that any breach and/or violation of clause 5 shall give the right to the Customer to terminate this Agreement in accordance with Clause 13.

## 6. CUSTOMER'S RESPONSIBILITIES

The Customer shall:

- 6.1 Co-operate with the Supplier to enable it to provide Services and shall appoint a contact, to receive communications regarding the Services from the Supplier on behalf of the Customer;
- 6.2 Provide such access to the Customer's premises and Data, and such office accommodation and other facilities, as may reasonably be required by the Supplier to provide the Services.

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

Authorised Signatory



Provided that such access to the Customer's premises, office accommodation and Data shall be granted to the Supplier only upon prior written approval of the Customer; and

- 6.3 Ensure that all such information that the Customer considers reasonably necessary, for provision of Services is accurate and duly provided to the Supplier upon receiving a written request for the same.

## 7. CHANGE REQUEST

- 7.1 The Customer may request in writing to the Supplier for change or modification in the Scope of Work, provided in **Annexure A**.
- 7.2 The Supplier shall, within \_\_\_\_5\_\_\_\_ Business Days (and in any event not more than five Business Days after receipt of the Customer's request), shall, without any additional charges, provide a written estimate to the Customer of:
- 7.a.1 The time required to implement the change;
- 7.a.2 the proportionate variations to the Supplier's charges as a result of the change, modification, reduction;
- 7.a.3 The effect of the change on the Services;
- 7.a.4 Any other impact of the change on the terms of this Agreement;

The Supplier shall not incorporate any change in the Scope of Work, unless, approved by the Customer in writing. Upon receiving such written approval for change of the Services, the Parties shall execute an Addendum and make the necessary variations to the Services, Scope of Work, service levels and/or such other relevant parts of this Agreement as may be required.

## 8 SERVICE STANDARDS

- a. The Supplier represents and warrants that:
- 8.a.1 The Supplier will perform the Services with reasonable care and skill and in accordance with prevailing industrial practices and standards;
- 8.a.2 The Services will conform with all descriptions and specifications provided to the Customer by the Supplier;
- 8.a.3 The Services will be performed in such a way as not to cause any fault or malfunction in any related software or system of the Customer or any interruption to the business processes of the Customer (other than any interruption which is unavoidable. Provided that such interruptions have been duly informed to the Customer and the Customer has agreed to the same).

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

  
Authorised Signatory







## 9 INTELLECTUAL PROPERTY RIGHTS

- a. Subject to Clause 9 c, title, interest and the Intellectual Property Rights in the Services , including any improvement, innovation, a new technique, process, or programs made or developed by the Supplier during the course of this Agreement, on the date of this Agreement and or on creation, as the case may be, shall vest in the Customer. The Supplier hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to the Customer.
- b. The Supplier here grants to the Customer a non-exclusive, worldwide, royalty-free, perpetual license to use Supplier's Background IPR incorporated in the Services, to prepare derivative works based on such Services and to otherwise use Supplier's Background IPR incorporated in the Services.
- c. The Supplier must obtain prior written consent of the Customer before incorporating any Background IPR into the Services.
- d. The Supplier shall, promptly at the Customer's request, do or procure to be done all such further acts and things and the execution of all such other documents as the Customer may request from time to time require for the purpose of securing for the Customer the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Customer in accordance with this Clause 9.

## 10 INDEMNITY

The Supplier shall indemnify the Customer against all costs, claims, expenses, losses and damages incurred or to be incurred by the Customer resulting from (i) third party claims arising out of the use of the Services, brand names, trademarks, copyrights and other intellectual property (ii) infringement or violation of any patents, copyrights, or trade secrets or other intellectual property rights of any third parties (iii) breach of Supplier's obligation under this Agreement; (iii) any negligence, fraud, misrepresentation and/or willful misconduct by the Supplier or its Members; (v) breach or violation of applicable laws by the Supplier (iv) matters for which liability cannot be excluded or limited under applicable law.

## 11 LIABILITY

In no event shall either Party be liable for 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, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen. Provided that the Supplier shall be liable for any liability arising out of (iii) breach of Supplier's obligation under

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

  
Authorised Signatory



this Agreement; (iii) any negligence, fraud, misrepresentation and/or willful misconduct by the Supplier or its Members; (v) breach or violation of applicable laws by the Supplier (iv) matters for which liability cannot be excluded or limited under applicable law and such liability as agreed in Clause 11 (i) to (iv) shall not be limited.

## 12 CONFIDENTIALITY

- a. The Supplier ("**Receiving Party**") shall ensure that its employees and the employees of its related companies, affiliates, agents, representatives, advisors and/or consultants, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, products or service information, business, operations, trade secrets and all other related information which are confidential in nature and have been disclosed to the Supplier by the Customer ("**Disclosing Party**") or its agents, and any other confidential information concerning the Customer's business, operations, products or service information which the Supplier may obtain or may have obtained by virtue of the Services ("**Confidential Information**"). The Supplier shall restrict disclosure of the Confidential Information to such Members or its employees and the employees of its related companies, affiliates, agents, representatives, advisors and/or consultants on a strict need-to-know basis for the purpose of discharging the Supplier's obligations to the Customer in relation to the Services, and shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind the Supplier pursuant to this Agreement.
- b. All materials, equipment, tools, copyright, rights in designs and any other Intellectual Property Rights in all drawings, specifications and Data supplied by the Customer to the Supplier shall at all times be and remain the exclusive property of the Customer, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer, and shall not be disposed of or used without the Customer's written instructions.
- c. The Supplier shall exercise in relation to the Customer's Data, Confidential Information and/or Intellectual Property Rights no lesser security or control measures and degree of care than those which the Supplier applies to its own data, confidential information and intellectual property rights.
- d. The Supplier shall ensure that it, promptly, and in any event within twenty-four (24) hours, notify the Customer about any actual or suspected breach of systems operated by the Supplier, its affiliates or sub-contractors, or any actual or suspected unauthorised access to, or disclosure of the Customer's Data and/or Confidential Information ("**Security Breach**") and shall:

12.d.1 provide full details of such Security Breach to the Customer, and update the Customer from time to time;

12.d.2 not make any public disclosures with respect to the Security Breach without the prior written consent of the Customer; and

12.d.3 implement at its own cost and within time frames agreed mutually with the Customer, any measures necessary for restoring the security and mitigating the consequences of the Security Breach (including but not limited to any steps reasonably requested by the Customer).

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

  
Authorised Signatory







- e. The Supplier acknowledges that a breach of this Clause by it would result in damage that is incapable of complete remedy by award of damages, and therefore the Customer shall have the right to immediately terminate the Agreement and shall be further entitled to such injunctive or equitable relief as may be deemed proper by the court to specifically enforce its right against the Supplier. In the event of any violation of this Clause, the Supplier agrees to indemnify the Customer for any reasonable costs and expenses, including but not limited to court and attorney fees, incurred in obtaining any such relief.
- f. This shall survive the termination for any reason or expiry of this Agreement.

### 13 TERM

- 13.1. This Agreement shall be valid for a period of one (1) year from the Effective Date and shall be renewed automatically for further consecutive periods of one (1) year unless terminated earlier in accordance with Clause 14.
- 13.2. The Parties may thereafter, mutually agree to renew this Agreement in writing on such terms and conditions as agreed between the Parties.

### 14 TERMINATION

- a. The Customer may terminate this Agreement for convenience with 30 (thirty) days prior written notice to the Supplier.
- b. The Customer shall have the right to terminate this Agreement immediately and without liability to the Customer if:
  - 14.b.1 The Supplier commits any breach of its obligations under this Agreement and fails to remedy that breach within 15 (fifteen) days of receiving written notice from the other Party requiring its remedy; or
  - 14.b.2 The Supplier becomes insolvent or becomes subject to bankruptcy, liquidation, compulsory dissolution or receivership.
- c. On termination of this Agreement for any reason, the Supplier shall immediately deliver to the Customer all copies of information or Data provided by the Customer to the Supplier for the purposes of the Agreement. The Supplier shall certify to the Customer that it has not retained any copies of such information or Data.
- d. Upon termination of this Agreement for any reason, neither party shall 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 the Customer or the Supplier, or for any reason whatsoever flowing from such expiration or termination.

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

  
Authorised Signatory





## 15 NON-SOLICITATION

During the term of this Agreement and for a period of 2 (two) years from the termination or expiry of this Agreement, neither the Supplier nor its affiliates shall hire, solicit or entice any employee of the Customer.

## 16 REMEDIES

In the event that the Services are not provided in accordance with this Agreement (for any reason whatsoever, prior to the expiry of the term of this Agreement as stipulated in Clause 13), or the Supplier fails to comply with, any terms of this Agreement, the Customer shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- a. To rescind this Agreement; or
- b. To refuse to accept the provision of any further Services by the Supplier and to require the immediate refund for Services not provided by the Supplier or for Services which rejected by the Customer.
- c. To require the Supplier, without charge to the Customer, to carry out such additional work as is necessary to correct the Supplier's failure, and in any case to claim such damages as it may have sustained in connection with the Supplier's breach or breaches of this Agreement not otherwise covered by the foregoing provisions of this Clause.

## 17 FORCE MAJEURE

Each Party reserves the right to defer the date for performance of, or payment for the Services, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs, or other industrial disputes (whether involving the workforce of the Customer or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic, pandemic or default of suppliers or sub-contractors.

## 18 AUDIT AND SUPERVISION

- a. The Customer its agents, consultants, contractors and representatives are authorized to conduct inspections and/or audits of the Services and the Supplier's facilities, including without limitation the premises, processes, controls, procedures, security arrangements, systems, used to provide the Services provided that the Customer shall provide no less than three (3) Business Days written notice to the Supplier of such inspection and/or audit.
- b. The Supplier hereby acknowledges that the Customer has the right to supervise and oversee the Services carried out by the Supplier. For this purpose, the Customer may, to the extent necessary, monitor and deal with any act or failure to act by any Member of the Supplier's

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

Authorised Signatory





Team that leads, or may lead, to a breach of any of the Services. The Customer or its duly authorised representatives may inform the Supplier of any concern in relation to the Services and/or the performance of the Supplier's Team and the Supplier undertakes to attend to any such concern immediately and effectively.

## **19 CONDUCT OF BUSINESS**

The Customer's procurement activities are governed by the principles of transparency, fairness, responsiveness, best value, and accountability. Adherence to these principles prohibits the Customer's staff to accept/offer and or make any direct or indirect efforts to offer any gift, gratuity, entertainment, kickback or anything direct or indirect of monetary value which unduly affect the outcome of procurement activities between the parties to the procurement. These actions, intentional or otherwise, may create an ethics violation. A dedicated team under the Customer is available on the ethics hotline on number: +971-4-4246677 and email: [fraudreport@mashreqbank.com](mailto:fraudreport@mashreqbank.com) to independently handle such reported violations.

## **20 FRAUD**

Notwithstanding the foregoing, nothing in this Agreement shall exclude or limit the Supplier's liability to Customer for fraud, negligence or willful misconduct.

## **21 CORPORATE SOCIAL RESPONSIBILITY**

Both Parties are focused on "Corporate Social Responsibility" and are committed to integrating social and environmental awareness into their organizational culture.

## **22 GOVERNING LAW AND JURISDICTION**

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts at Bengaluru.

## **23 DISPUTE RESOLUTION**

Any dispute or lack of clarity arising out of or in connection with this Agreement including regarding the scope and performance of the Services shall, in the first instance, be promptly referred to the authorized representative of the concerned parties and attempt shall be made to resolve the dispute amicably. In the event that an amicable solution cannot be reached within one week from the date of referring the dispute to the authorized representatives, the dispute shall be referred to a sole Arbitrator appointed mutually by both the Parties and constituted under the Rules of the Indian Arbitration and Conciliation Act 1996, with its latest amendments. The language of Arbitration shall English and the venue of arbitration shall be at Bengaluru, India. The cost of arbitration shall be equally borne by both the Parties.

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

  
Authorised Signatory





## 24 WAIVERAND MODIFICATIONS

- a. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.
- b. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- c. This Agreement may not be modified or amended except in writing signed by both Parties.

## 25 ASSIGNMENT

The Supplier shall not assign its rights or obligations under this Agreement without the prior written consent of the Customer. In the event that any part of the Service needs to be sub-contracted and the same is agreed by the Customer in writing, the Supplier shall be liable for all acts and omission of the sub-contractor under this Agreement. The Customer shall have no obligation or liability to the sub-contractor under this Agreement or otherwise and the subcontractor shall have no rights or remedies against the Customer under this Agreement or otherwise.

## 26 INDEPENDENT CONTRACTOR

The relationship of the Parties hereunder will be one of the independent contractors. Nothing in this Agreement shall be construed as creating employer-employee relationship, a partnership, or a joint venture between the parties. Neither party shall assume or create obligations or liability of any kind on behalf of the other. Neither Party will have any power, right or authority to bind the other Party, or to assume create, any obligation or responsibility, express or implied, on behalf of the other Party, except as expressly provided by this Agreement or as otherwise permitted in writing signed by both Parties.

## 27 ENTIRE AGREEMENT

This Agreement and its Annexure's (as supplemented from time to time) constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede all prior agreements between the Parties (whether written, oral or implied) with respect to the subject matter hereof.

## 28 NOTICES

Any notice under this Agreement shall be given in writing by facsimile, registered mail, courier, hand delivery or electronic mail to the following addresses of the Parties (or at such other address which a Party shall notify to the other).

To the Supplier

Attention: Mr. Venkat Rajan

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

Authorised Signatory



A handwritten signature in blue ink, located at the bottom right of the page.



Address: CONNECTIVITY IT SOLUTIONS PVT LTD, 1st Floor, No.1877, Gangothri, 31st Cross, 10th Main, Banashankari  
2nd Stage, Bangalore, Bengaluru (Bangalore) Urban, Karnataka, 560070.

Email : venkat@cosol.in

To the Customer

Attention: **Jayram S.**

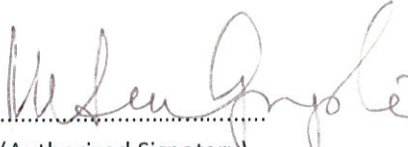
Address: Mashreq Global Services Pvt. Ltd, 3rd Floor, Crescent 2, Prestige Shantiniketan, ITPL Main Road, Whitefield, Bangalore 560048

Email: JayaramS@mashreq.com

All notices, communications or other documents served in the foregoing manner shall be deemed delivered (a) when delivered in person, (b) five (5) Business Days after the same has been sent by registered mail, and (c) upon receipt of confirmation when sent by facsimile or electronic mail. No notice or other communication shall be deemed to have been given by the Supplier to the Customer unless and until the same has in fact been received by the Customer.

IN WITNESS WHEREOF the Parties hereto have set their hands to this Agreement on the day, month and year hereinabove written.

Signed by Mohua Sengupta, Managing Director for and on behalf of Mashreq Global Service Private Limited

  
.....  
(Authorized Signatory)



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

  
**Authorised Signatory**

Signed by VENKAT RAJAN, Director for and on behalf of [CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED]

.....  
(Authorized Signatory)



## ANNEXURE A

### SCOPE OF WORK

#### Proactive Maintenance Service Scope

The following Services are covered by this Agreement;

A Quarterly engineer visit on-site, perform;

Health Check

Performance Check

Utilization

Log Monitoring

Service Maintenance &

Recommend Stable IOS, & Upgrade

For the Cisco appliances bearing serial numbers as stated below.

Model SX20 --- FTT210200P6

Model MX700 --- FTT210802U5

Model CP-DX80 --- FOC2309P8EH

Model CP-DX80 --- FOC2309P855

Model Room 55 ---- FTT231300CT

Model Room 55 ---- FTT231300CR

Model Codec/KIT Plus --- FOC2316PNDK

#### Periodic Review:

This Agreement is valid from the 29 Aug 2022 outlined herein and is valid until 28 AUG 2023. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Business Relationship Manager is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

#### Service Agreement:

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Manned telephone support

Monitored email support

Remote assistance using WebEx

Planned or Emergency Onsite assistance

Maximum Ten (10) visits a year

More than Ten (10) visits, billed separately for each visit

12/5 Help desk

Register a ticket via email

Perform SoP based troubleshooting

Open a ticket with Cisco TAC in case of advance TS

follow-up in case of RMA

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

Authorised Signatory



*[Handwritten signature]*



Arrange for an on-site engineer for replacing the appliance and restoring (extra cost for beyond the stipulated number of visits)

**I. Escalation Matrix.**

Escalation Matrix					
Escalation Level	Name	Designation	Mobile Number	Landline	Email Ids
1	Monima M	Sr.Account Manager	7483578745		<a href="mailto:monima@cosol.in">monima@cosol.in</a>
2	Nandini M	Nandinisri T R	9980449785	+91 80-26713547	<a href="mailto:tac@cosol.in">tac@cosol.in</a>

**II.**

Point of Contact – Mashreq Global Services					
Escalation Level	Name	Designation	Mobile Number	Landline	Email Ids
1	Monima M	Sr.Account Manager	7483578745		<a href="mailto:monima@cosol.in">monima@cosol.in</a>
2	Nandini M	Nandinisri T R	9980449785	+91 80-26713547	<a href="mailto:tac@cosol.in">tac@cosol.in</a>

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

  
Authorised Signatory





## ANNEXURE B

## PAYMENT SCHEDULE

No.	Support Part Code	PAK/Serial Number	Service Level Description	Product Part Code	Start Date	End Date	Q'ty	Unit Price	Extended Price
1	CON-ECDN-CT2GK9SS	FTT210200P6	ESS WITH 8X5XNBD - FTT2102X0UO, FTT210200P6, GET193301PW	CTS-SX20N-P40-K9	29-Aug-22	28-Feb-23	1	34725	34725
2	CON-ECDN-CT2MK9SM	FTT210802U5	ESS WITH 8X5XNBD - FCZ2112G02U, FTT210802U5	CTS-MX700D-2CAM-K9	29-Aug-22	28-Aug-23	1	304654	304654
2.1	CON-ECDN-CT4E60SM		ESS WITH 8X5XNBD - WKK20251424, FTT210802U5	CTS-MIC-TABL60	29-Aug-22	28-Aug-23	1	2907	2,907
3	CON-ECDN-CS7ZK9KI	FOC2316PNDK	ESS WITH 8X5XNBD - FGL225060JO, FOC2316PNDK	CS-KITPLUS-K9	29-Aug-22	28-Aug-23	1	112342	112342
3.1	CON-ECDN-CT3D20SM		ESS WITH 8X5XNBD - GET224603TJ, FOC2316PNDK	CTS-MIC-TABL20	29-Aug-22	28-Aug-23	1	2277	2277
3.2	CON-ECDN-CT3D20SM		ESS WITH 8X5XNBD - GET224603FX, FOC2316PNDK	CTS-MIC-TABL20	29-Aug-22	28-Aug-23	1	2277	2277
4	CON-ECDN-CP8WK9DX	FOC2309P855	ESS WITH 8X5XNBD - FOC2309P855	CP-DX80-K9=	29-Aug-22	28-Aug-23	1	25627	25627
5	CON-ECDN-CP8WK9DX	FOC2309P8EH	ESS WITH 8X5XNBD - FOC2309P8EH	CP-DX80-K9=	29-Aug-22	28-Aug-23	1	25627	25627
6	CON-ECDN-CS3PK9RO	FTT231300CR	ESS WITH 8X5XNBD - FCZ2316F02G, FTT231300CR	CS-ROOM55-K9	29-Aug-22	28-Aug-23	1	136274	136274
7	CON-ECDN-CS3PK9RO	FTT231300CT	ESS WITH 8X5XNBD - FCZ2316F02F, FTT231300CT	CS-ROOM55-K9	29-Aug-22	28-Aug-23	1	136274	136274
8	CS Manage Service	NA	Connectivity AMC Service for 1 yr		29-Aug-22	28-Aug-23	1	100000	100000
								Total (W/O Tax)	882984
								GST 18%	158937
								Grand Total	1041921

Payment Terms: 30 Days Net from the date of Invoice

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