



1. Introduction

These terms and conditions would govern all the work agreements entered directly/indirectly via written contract or verbal contract. Any reference with the name MSA / Statements(s) of Work/Form will be a reference to these terms and conditions.

These terms and conditions will govern each party's rights and obligations relating to Snovasys provision of Snovasys Consulting ("Consulting Services") or Snovasys Technical Support ("Technical Support Services") services here under. These terms and conditions, by themselves, do not implement any transaction; Snovasys and Customer intend that all services provided by Snovasys to Customer here under be implemented through either verbally or individual Form or Statements of Work ("SOW") or a written contract agreement, which will be deemed to incorporate the terms and conditions of this MSA unless the SOW explicitly states otherwise.

2. Administration of SOWs

Customer may request services at any time. If Customer requests services and Snovasys agrees to provide such services, the parties will enter a SOW. All references of entering a contract could be of verbal or written form. Nothing in this MSA will require either party to enter any particular SOW; either party may, in its sole discretion, elect not to enter into any SOW. An individual SOW will become effective and binding between parties only upon execution by authorized representatives of both parties. Each individual SOW will reference this MSA and contain such additional information and provisions as the parties deem necessary, including, as appropriate, the following:

- A description of the services, together with a schedule;
- Identification of deliverables ("Deliverables");
- Names, addresses, e-mail addresses, telephone and fax numbers of the parties' project managers;
- A description of the parties' responsibilities;
- A description of payments, including amount, method of calculation, schedule of payments, and
- Address to which such payments are to be made.

3. Order of Precedence

If there is any conflict between this MSA and a SOW, the terms of the SOW will control, but only with respect to that particular SOW

4. SERVICES

1. *Performance*

Snovasys agrees to provide the Consulting Services and/or Technical Support Services described in each SOW entered into under this MSA (such services are collectively referred to as "**Services**").

2. *Assumptions*

The description of the Services in each SOW, including, without limitation, the schedule, Deliverables and the compensation amount set forth herein, will be based upon information customer provides to Snovasys and upon any assumptions set forth in the SOW Form. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, then the parties may modify the SOW pursuant to subsection c., below. Alternatively, at Snovasys option, Snovasys may terminate the SOW for cause, or Customer may terminate the SOW for convenience.

3. *Changes to SOW*

Customer and/or Snovasys may, at any time, request changes within any particular SOW. To be effective, any requested change or adjustment must be agreed to in writing by both parties via a Change Order Request Form available from Snovasys. Snovasys will continue performing the Services in accordance with such SOW until the parties agree in writing on any such change or adjustment. If the parties are unable to agree to a mutually acceptable change or adjustment, either party may terminate the relevant SOW upon 10 days' written notice to the other.

4. *Acceptance*

Unless otherwise agreed, upon final completion and delivery of the Consulting Services, Customer will have 14 days in which to notify Snovasys in writing whether the Services fail to comply with the relevant SOW and the reasons for such failure. If Snovasys is not notified of any problems within this time period, the Services will be deemed to be accepted by Customer.

5. *Working with Snovasys Resources*

During the time frame while this agreement is active, Snovasys would introduce customer to software engineers, developers, technicians and other resources in order to perform duties. Customer acknowledges that it is in business interest of Snovasys to make sure Snovasys is involved in all communications, conversations related to the work. Customer agrees that Customer would not work with any of the resources introduced during the process of this MSA directly or indirectly for a period of 4 years after MSA expiration. However, this could be possible with a written consent from Snovasys.

6. *Requirements Interpretations*

Customer acknowledges that across any of the SOWs that would be based on this agreement, where there are multiple interpretations of the requirements, Interpretations by Snovasys would be used. And, unless requirements are not explicitly specified, requirements would not have considered to be within the scope. This could be the case even if the customer interpretation could be of more commonsense.

7. *Risks & Constraints*

- Delays from Customer in answering Snovasys queries might result in extension of project timeline and/or cost.
- Changes to the requirements might result in extension of project timeline and/or cost.
- Changes to the assumptions might result in extension of project timeline and/or cost.
- Outages in the Customer environments that the project team depends on, might result in extension of project timeline and/or cost.

8. *Feasibility*

Where requirements are not feasible to be delivered, or has significant complexities involved, customer agrees to waive the requirements or work with Snovasys to define requirements in such a way that they could be delivered within the speculated time frames.

9. *Technology*

Unless technologies are specifically agreed in SOW, Snovasys would be free to chose the technologies in order to satisfy the requirements. And, the technology standards, architecture to be followed would be decided by the Snovasys considering the requirements, budgets of the particular SOW requirement.

10. *Resource Management*

If SOW is related to supplying the resource, management of the work, quality, Company undertakes the responsibility of management of the work, quality of the work, standards being followed to deliver the work.

11. *Resource Replacement*

If SOW is related to supplying the resource, Company agrees that resource supplied could go on sick leaves, casual leaves as per his or her employment contract with Snovasys. In the case, where resource leaves Snovasys, Snovasys would provide alternative resource within reasonable time frame with similar skill set.

5. COMPENSATION & PAYMENT TERMS

1. *Compensation for Services: Expenses*

Customer will pay all the amounts specified in the relevant SOW, including, without limitation, compensation for Services. Additionally, Customer will reimburse Snovasys for all reasonable out-of-pocket expenses incurred in the performance of the Services, and for any non-standard expenses incurred at the written request of Customer.

2. *Invoices*

Snovasys will invoice Customer in accordance with the payment schedule set forth in the relevant SOW or, if a SOW does not specify a payment schedule, Snovasys will invoice Customer on a monthly basis. All payments will be due 7 days after receipt of invoice. The provision of the Services to Customer is subject to Customer's payment of invoiced amounts when due. In addition, if any payment is not made when due, Snovasys will be entitled to suspend the performance of the Services immediately and, at its option, to terminate the relevant SOW in accordance with its terms. All monetary amounts will be due in the currency specified in the SOW. If such currency is not specified, the currency used would be US Dollars.

3. *Taxes*

All Payments will be non-refundable and non-cancelable. All Payments will be exclusive of any federal, state, municipal or other government taxes, duties, excises or tariffs now or hereinafter imposed on the production, storage, sale, transportation, import or export, or use of Snovasys Software, including sales, use, excise, goods and services, and value added taxes, but excluding any taxes or fees based on Snovasys net income. All payments under this MSA are exclusive of all applicable taxes, which will be paid by Customer (other than taxes on Snovasys income). If Customer is required by law to withhold taxes, Customer agrees to furnish Snovasys all required receipts and documentation substantiating such payment. If Snovasys is required by law to remit any tax or duty on behalf of or for the account of Customer, Customer agrees to reimburse Snovasys within 30 days after Snovasys notifies Customer in writing of such remittance. Customer agrees to provide Snovasys with valid tax exemption certificates in advance of any remittance otherwise required to be made by Snovasys on behalf, or for the account, of Customer where such certificates are applicable.

6. CUSTOMER OBLIGATIONS

1. *Customer Assistance*

Customer agrees that it will cooperate with and assist Snovasys in the performance of the Services, and will provide the resources necessary for Snovasys performance here under as specified in the relevant SOW or as otherwise required in the performance of the Services.

2. *Information Transfer*

As described in the appropriate SOW, Customer may access electronic on-line services to transfer data electronically ("**Online Services**"). Customer may also choose to authorize Snovasys to access Customer's network via a remote connection to work directly on line with Customer to assist the delivery of Services. Customer will not submit via the Online Services or otherwise give Snovasys access to any documents, files, programs, or other data (collectively, "Customer Data") that are or are alleged to be confidential or proprietary to, or defamatory of, any third party, unless Customer first obtains all necessary licenses, consents, and permissions to do so.

3. *PROTECTION OF CUSTOMER SYSTEM*

CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACK UP ITS COMPUTER SYSTEM, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES, AND TO TAKE OTHER ACTIONS NECESSARY TO PROTECT ITS SYSTEM AND DATA. CUSTOMER ACKNOWLEDGES THAT CUSTOMER DATA MAY BE ALTERED OR DAMAGED IN THE COURSE OF PROVIDING TECHNICAL SERVICES, WHETHER ON-SITE OR VIA REMOTE CONNECTION OR OTHERWISE.

4. *Safe Work Environment*

Customer will be responsible for and will ensure that while Snovasys employees, agents or contractors are on Customer premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons, and Customer will indemnify Snovasys for any and all liability, direct damages, costs and expenses caused by the negligence or willful misconduct of Customer and/or Customer's employees, agents and subcontractors.

5. *Security of PINs*

For SOWs where Snovasys is providing Technical Support Services, Customer's authorized contacts must be limited to those professionals who take calls within its organization (such as help desk personnel or system administrators). Customer will distribute the PINs solely to Customer's authorized contacts and will make best efforts to ensure against unauthorized disclosure or use of the PINs.

7. INTELLECTUAL PROPERTY

1. *License*

Subject to Customer's payment of all amounts due under this MSA (including each SOW), and subject further to the provisions of this MSA, Snovasys, Inc. grants to Customer, and Customer acquires, a nonexclusive, nontransferable, no assignable, worldwide, perpetual (subject to other provisions of this MSA), royalty-free (other than payments identified in the relevant SOW) license under copyright to use, execute, perform, reproduce, display and distribute copies internally within Customer of the Deliverables or other support materials delivered to Customer pursuant to this MSA.

2. *Ownership*

Ownership of the deliverables would be granted and transferred to customer subject to customer's payment of all amounts due under this MSA. Until that point, except as otherwise expressly provided in this Section 4, Snovasys, Inc. (and/or its licensors) retains on an exclusive basis for itself all right, title and interest in and to any intellectual property developed, delivered and/or used by Snovasys in the performance of this MSA.

3. *Code-Reuse*

Snovasys reserves the right to use some of the code developed as part of the Master Service Agreement for other projects as long as it does not constitute sharing the idea of the original website and has a negative impact on the customer business.

8. LIMITED WARRANTY

1. *DISCLAIMER OF WARRANTIES*

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, SNOVASYS MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY SOFTWARE, INFORMATION OR SERVICES PROVIDED UNDER THIS MSA. SNOVASYS DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SNOVASYS DOES NOT WARRANT THAT ANY SERVICES, SOFTWARE OR OTHER DELIVERABLES PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS MSA WILL BE UNINTERRUPTED. SNOVASYS DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

9. LIMITATION OF LIABILITY

1. *LIMITATION OF LIABILITY*

TO THE EXTENT ALLOWED BY APPLICABLE LAW, SNOVASYS WILL NOT BE LIABLE TO CUSTOMER FOR DAMAGES IN THE NATURE OF EXPECTATION LOSSES, INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR ANY LIABILITY FOR THE LOSSES OF ANY KIND OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO THE LOSS OF BUSINESS PROFITS, DATA OR OTHER EXPECTED BENEFIT OF CUSTOMER OR ANY THIRD PARTY, WHETHER ARISING UNDER OR OUTSIDE THIS MSA. NO ACTION ARISING OUT OF THIS MSA, REGARDLESS OF THE FORM OF ACTION, MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE ACTION ACCRUED.

2. *Snovasys Liability*

IN NO EVENT WILL SNOVASYS'S LIABILITY FOR ANY CAUSE OF ACTION ARISING UNDER THIS MSA EXCEED THE NUMBER OF TOTAL FEES ACTUALLY PAID BY CUSTOMER UNDER THIS MSA AND WITHIN THAT THE SPECIFIC SOW

10. CONFIDENTIAL INFORMATION

- a. Snovasys and Customer acknowledge that Confidential Information may be disclosed to each other throughout the term of this MSA. For purposes of this MSA, and except as otherwise expressly provided in this MSA, "**Confidential Information**" means all non-public business, technical and financial information of the parties, and all other information clearly marked "confidential," or if disclosed orally, all information that is designated orally as "confidential," or is otherwise treated as confidential, at the time of disclosure or within a reasonable period of time thereafter. For purposes of this Section, "**Discloser**" means the party disclosing Confidential Information, and "**Recipient**" means the party receiving the Discloser's Confidential Information.
- b. The Recipient agrees that it will hold in confidence the Confidential Information disclosed by the Discloser. The Recipient will exercise reasonable care to protect the other party's Confidential Information from unauthorized disclosure, which care will in no event be less than the Recipient takes to protect its own Confidential Information of a like nature. The Recipient may disclose Confidential Information only to its employees or agents who need to know such information for purposes of this MSA, and will inform such employees and agents, by way of policy and agreement, that they are bound by obligations of confidentiality.
- c. The Recipient's duty to hold confidential information in confidence expires 5 years after its return or destruction. The expiration of the duty of confidentiality will not modify other restrictions on the Recipient, including, for example, any restrictions under patent or copyright laws.
- d. Confidential Information will not include information that:
 - a. Was rightfully in the Recipient's possession before receipt from the Discloser;
 - b. is or becomes a matter of public knowledge through no wrongful act of the Recipient;
 - c. is disclosed by the Discloser to a third party without a duty of confidentiality on the third party;
 - d. is independently developed by the Recipient; is disclosed under operation of law (provided, that before disclosing any Confidential Information under a court order or operation of law, the Recipient will provide the Discloser reasonable notice of such order or law and provide the Discloser an opportunity to object to or limit such disclosure); or
 - e. is disclosed by the Recipient with the Discloser's prior written approval.
- e. Customer agrees not to claim that Snovasys delivery or publication of binary, object or executable code is an inherent disclosure of Snovasys trade secrets and/or unpublished copyright.
- f. Either party will be free to use the residuals resulting from access to or work with the other party's Confidential Information, provided that such party otherwise complies with the non-disclosure provisions hereof. The term "residuals" means general information in non-tangible form that may be retained in memory by individuals who have had access to the Confidential Information. The Recipient will have no obligation to limit or restrict the assignment of such persons. The foregoing residuals rights will not be deemed to grant either party a license, by implication, estoppel or otherwise, under the other party's patents or copyrights

11. TERM AND TERMINATION

1. *Term*

This MSA will become effective upon the business contract execution and will continue in force for a term of 2 years, unless earlier terminated in accordance with one of the following provisions.

2. *Termination for Convenience*

Either party may terminate this MSA and/or any SOW, for any reason, at any time upon 30 days' prior written notice (unless otherwise provided in such SOW).

3. *Termination for Cause*

Failure by either party to comply with any term or condition under this MSA or any SOW will entitle the other party to give the defaulting party written notice requiring it to cure the default. If the party in default has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the default within 10 business days after receipt of written notice, the notifying party will be entitled, in addition to any other rights it may have under this MSA, a SOW, or otherwise at law or in equity, to immediately terminate this MSA and/or any or all pending SOWs.

4. *Consequences of Expiration and/or Termination:*

- a. Survival of MSA: Unless any pending SOWs are also expressly terminated as permitted by this MSA and/or the relevant SOW, upon expiration or termination of this MSA for any reason, all SOW's then in effect hereunder and all license rights granted pursuant to this MSA and/or any SOW will continue in accordance with their terms, in which case this MSA will continue in effect with respect to such pending Forms/SOWs until the completion of such Forms/SOWs.
- b. Termination Payment: If a SOW(s) is terminated, Customer will pay Snovasys the amounts specified in the Costs Section of each such SOW relating to work performed by Snovasys prior to and including the date of termination, as well as any additional costs or expenses which Snovasys has incurred or contracted for with respect to the Services and is unable to avoid. Additionally, all property of each party in possession of the other party relating to such SOW will be returned, including, without limitation, any Deliverable provided to Customer
- c. By Snovasys under such SOW but not yet fully paid for by Customer: Except in case of breach by Customer, Customer may keep completed Deliverables; however, all warranties regarding such Deliverables will cease.
- d. Survival of Obligations: Termination of this MSA and/or any SOW will not discharge or otherwise affect any pre-termination obligations of either party existing under the MSA or such SOW at the time of termination.
- e. In case the project needs to be transferred to a different company, Customer agrees to pay Snovasys for additional resource time required.

No action arising out of this MSA, regardless of the form of action, may be brought by Customer more than one year after the action accrued.

12. GENERAL PROVISIONS

1. *Separate Software License*

The Services may be in support of Customer's license of Snovasys software under a separate software license agreement. Such separate software license agreement will govern all use by Customer of such software, and this MSA will relate solely to the Services. This MSA is not intended to modify in any way the licensing or warranty (or any disclaimer thereof) of commercial software products separately purchased by Customer from Snovasys or any other party, or any other transaction except as expressly provided herein. This MSA will apply only to the Services (including any Custom Software) provided under this MSA.

2. *Notices*

Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by commercial courier at its registered office (if a company) or its principal place of business or residence (in any other case); or

(b) sent by fax to its main fax number.

Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by commercial courier, at 9.00 am on the fifth Business Day after courioring;
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

A notice given under this agreement is not valid if sent by e-mail

3. *High Risk Activities*

Customer acknowledges that the Services (including Deliverables) are not intended for configuring, supporting or otherwise servicing on-line control equipment in hazardous environments requiring fail-safe performance, such as, but not limited to, nuclear facilities, aircraft navigation, aircraft communications systems, air traffic control, direct life support machines or weapons systems, in which failure of the products could lead directly to death, personal injury, or severe physical or environmental damage.

4. *Force Majeure*

If either party will be prevented from performing any portion of this MSA by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

5. *Jurisdiction*

This Agreement shall be construed in accordance with and governed by the laws of the United Kingdom. Venue for any actions arising under or relating in any way to this Agreement shall vest exclusively in the courts of jurisdiction of London, United Kingdom. If either party initiates legal proceedings to enforce a term of the MSA, the prevailing party will be entitled to recover reasonable attorneys' fees.

6. *Resource Backup Strategy*

As part of ensuring the highest quality standards of work delivery, in both the time & material (resource supplying/resource augmentation) model, fixed price model of the work agreement, Customer understands that Snovasys may add additional resource onto the project who could either be simply observing the work, actively helping the billed resources on the project or could be doing work reviews or could be auditing the work or testing or could simply be waiting for situations when the main resources goes off on leave or for any other situations.

7. *Waiver*

No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.

8. *Integration*

This MSA sets forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties will be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this MSA. This MSA may only be modified by a written document signed by duly authorized representatives of the parties. This MSA will not be supplemented or modified by any course of dealing or trade usage. Variance from or addition to the terms and conditions of this MSA in any purchase order or other written notification or documentation, from Customer or otherwise, will be of no effect. This MSA will prevail over any conflicting stipulations contained or referenced in any other document.

9. *Assignment*

This MSA may not be assigned by Snovasys or Customer, in whole or in part, without prior written consent of both parties. Notwithstanding, neither party will unreasonably withhold consent to an assignment of this MSA or any part of this MSA to a parent, subsidiary or affiliate, provided that any such parent, subsidiary or affiliate enters into a written agreement to be bound by this MSA and that assigning party remains responsible for any actions or omissions of any such parent, subsidiary or affiliate. Any attempted assignment without written consent will be null and void.

10. *Attorneys' Fees*

If one of the parties (the "Initiating Party") initiates legal proceedings against the other party (the "Defending Party") relating to this MSA, and the Defending Party is finally adjudicated not to have liability, the Initiating Party will pay the Defending Party's reasonable attorneys' fees and costs relating to such legal proceedings.

11. *Notice*

Unless otherwise agreed to by the parties, all notices required under this MSA will be deemed effective when received in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed and sent to the address first above written and to the attention of the party executing this MSA or that person's successor, or to the person designated in the relevant SOW, or (iv) by facsimile transmission appropriately directed to the attention of the party executing this MSA or that person's successor, or to the person designated in the relevant SOW, with a copy following by one of the other methods of notice.

12. *Use of Customer Name*

Snovasys may use and publish Customer's name in its customer lists, lists of referrals for other customers (or potential customers), and in other promotional information, including, but not limited to, press releases, brochures, reports, letters, white papers, and electronic media such as e-mail or Web pages. This provision will survive expiration or termination of this MSA.

13. *Severability*

If any term or provision of this MSA is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this MSA is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this MSA.

14. *Independent Contractor*

The parties acknowledge that Snovasys is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Services.

15. *Subcontracting*

Snovasys may subcontract any portion of the Services to a third party contractor without Customer's prior consent, provided that Snovasys remains fully responsible to Customer for the provision of Services. Any such subcontractor will for all purposes be deemed to be an independent contractor of Snovasys and not an employee or agent of Snovasys.

16. *Hold Harmless*

Each party (the "Indemnifying Party") will indemnify and hold the other party, its officers, directors, employees, and/or shareholders, harmless from and against any and all final court judgment, or settlement to which the Indemnifying Party has agreed, arising out of personal injury or tangible property damage which are determined by a court of competent jurisdiction to be caused by the gross negligence or willful misconduct of the Indemnifying Party or its authorized employees relating to this MSA. The Indemnifying Party's liability under this section will be reduced proportionally to the extent that any act or omission of the other party, or its employees or agents contributed to such liability. THE INDEMNIFYING PARTY'S LIABILITY UNDER THIS SECTION WILL BE LIMITED TO DIRECT



DAMAGES ONLY; THE INDEMNIFYING PARTY WILL NOT BE LIABLE FOR LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. The term "tangible property damage" will not be construed to include damage to, or loss of, files, data, or other electronic information.

17. Export

Customer agrees to comply with any international and national laws that apply to the products/technologies licensed under this Agreement, including the U.S. Export Administration Regulations, as well as any end-user and country-destination restrictions issued by the U.S. and other governments.