

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“**Agreement**”) made at place and date as mentioned in the Schedule

BETWEEN

CUSTOMER NAME, a company located at **ADDRESS** (hereinafter referred to as "**COMPANY**", which expression shall, unless repugnant to or inconsistent with the context, mean and include its associate companies and successors and assigns) of the ONE PART;

AND

Cystech Controls Pvt Ltd (hereinafter referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context and meaning thereof deem to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm, the survivor(s) of them and the executors, administrators and successors of the surviving partners as the case may be) of the **SECOND PART**.

“**COMPANY**” and “**Service Provider**” shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

COMPANY is engaged in the business of Data analytics, data science solutions and related services to its customers.

The Service Provider is engaged in the business of cyber security, risk and compliance consulting services.

The Service Provider has represented to COMPANY that it has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to conduct and handle the various services as specified in Annexure I of this Agreement (hereinafter referred to as “**Services**”) and also has trained and experienced personnel having requisite skills, knowledge to perform the Services as mentioned in this Agreement and the Service Provider has offered its services to COMPANY.

Relying on the representations of the Service Provider, COMPANY has agreed to engage the Service Provider to perform the Services, on the terms and conditions contained herein below:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Service and Charges:

- 1.1** The Service Provider shall offer all the Services mentioned in Annexure I in accordance with this Agreement.
- 1.2** COMPANY agrees to pay the fees to the Service Provider in respect of the Services to be provided under the Agreement as per Annexure I.

- 1.3** The Service Provider shall be responsible for and pay all taxes, levies and deductions of required by law in connection with the provision of Services under this Agreement including statutory dues payable under various laws, statutes, to any government authorities, and other statutory bodies in connection with and/or arising under this Agreement and hereby indemnifies, defends and holds COMPANY harmless for any loss (whether financial or non-financial and whether direct or indirect) suffered by COMPANY and/or any of its shareholders, directors, officers, employees and agents, from any and/or all liability.
- 1.4** Notwithstanding anything herein to the contrary, this Section shall survive the termination of this Agreement, including, without limitation, survival beyond the period of limitation for extensions in regard to taxes.

2. COMMENCEMENT AND TERM

This Agreement shall be deemed to be effective from ____2024 (“**Effective Date**”) and shall remain in force for a period of 12 (twelve) months (“**Initial Term**”) from the Effective Date, unless terminated earlier by either Party as per the provisions of this Agreement. This Agreement shall be renewed for such term and on such conditions as maybe decided mutually between the Parties.

3. DUTIES OF THE SERVICE PROVIDER

The Service Provider agrees and undertakes as follows:

- 3.1** To carry out its obligation and functions under this Agreement in accordance as prescribed in Annexure I and/or as advised by COMPANY.
- 3.2** The Services shall be conducted by the Service Provider only through its employees or persons duly authorised by it.
- 3.3** It recognizes that the continuity of the Services provided under this Agreement is very significant for COMPANY and hence the Service Provider shall ensure that its Services are up to the professional standards as agreed between the Parties and as expected from the services of similar nature and safeguarded against confidentiality and protection of assets of the COMPANY. It will achieve and maintain the level of performance as agreed mutually by the Parties.
- 3.4** It shall maintain and preserve records of all the transactions under this Agreement for administrative activities and all records required to be maintained by COMPANY, during the term of this Agreement and thereafter to the extent required by applicable law.
- 3.5** It shall abide by the ‘Code of Conduct’ and policies of COMPANY which are applicable to the Service Provider. It confirms to have obtained all licenses and approvals from the competent authorities under all applicable laws viz. labour laws etc. pertaining to its business.
- 3.6** It shall ensure that all the resources employed by it for the Services shall be trained and experienced personnel having requisite skills, knowledge to perform the functions in terms of the Agreement and the Services being offered to COMPANY.

4. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider agrees and undertakes that the Service Provider shall:

- 4.1 Immediately notify COMPANY in writing if any of its employee or any other person engaged by the Service Provider, who has been appointed to perform the Services, has committed any breach of any of the employment agreement or has committed any act amounting to moral nature or has been arrested by the police or removed from the employment of the Service Provider or committed any act which in the opinion of COMPANY affects the integrity of the person.
- 4.2 Get suitable confidentiality Agreement signed from its employees with an undertaking not to disclose to any third party any confidential information or knowledge concerning the COMPANY and its customers' details and take such steps at the Service Provider's own expense as COMPANY may direct in order to enforce or restrain any breach of the terms of any such undertaking.
- 4.3 Indemnify COMPANY in event of any loss/harm/damage incurred/suffered by COMPANY on account of any breach of obligations under this Agreement by the Service Provider, or on account of any act of gross negligence/wilful misconduct by the Service Provider in providing Services under this Agreement.

The provisions of this clause shall survive the termination or expiry of this Agreement.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 All details, documents, data, applications, software, systems, papers, statements, business/customer information and COMPANY's business practices and trade secrets (hereinafter referred to as "**Confidential Information**") which may be communicated to the Service Provider and/or its employees shall be treated as absolutely confidential and the Service Provider irrevocably agrees and undertakes and ensures that the Service Provider and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in part, to any person without the prior written permission of COMPANY nor shall use or allow to be used any information than as may be necessary for the due performance of the Service Provider's obligation hereunder.

Service Provider shall:

- 5.2 Take all strong and necessary action to protect the confidential information against any misuse, loss, destruction, deletion and /or alteration as it does for its own confidential information, but it should not be less than a reasonable degree of care.
- 5.3 Not misuse or permit misuse directly or indirectly or commercially exploit the Confidential Information for economic or other benefit.
- 5.4 Not make or retain any copies or record of any Confidential Information submitted by COMPANY other than as may be required for the performance of the Service Provider's obligation hereunder.
- 5.5 Notify COMPANY promptly of any authorized or improper use or disclosure of the information and assist COMPANY in rectifying or remedying the situation.

- 5.6 Return all the documents/property which is in the custody of the Service Provider at the end of the specific assignment or as requested by COMPANY.
- 5.9 Indemnify and hold COMPANY harmless against any loss/damage as maybe caused to COMPANY on account of breach, violation of non-performance of the confidentiality obligations contained herein.

The Service Provider may disclose Confidential Information of COMPANY, if required by law, provided that it (i) gives COMPANY reasonable prior and prompt written notice to allow it to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

The provisions of this clause shall survive the termination or expiry of this Agreement.

- 5.10 All right, title, and interest in and to either Party's technology and intellectual property, whether patent, copyright, trade secret, trademark, service mark or moral rights ("**Intellectual Property**"), shall, at all times, vest in/with that Party. Service Provider agrees that it has not attempted to register any trademarks, marks or trade names confusingly similar to those of COMPANY. Service Provider hereby warrants that any services/materials to be provided by it to COMPANY will not violate or infringe upon any trademark, copyright, any right of privacy or any other property or personal right of any third party (including but not limited to invasion of privacy or publicity rights). In the event of any claim made by a third party against COMPANY alleging breach or violation of any kind (including infringement of any Intellectual Property rights), then such claim shall be defended to the fullest by the Service Provider without any liability to COMPANY.

6. REPRESENTATIONS AND WARRANTIES

Service Provider represents and warrants to COMPANY that:

- a) This Agreement constitutes a valid, legal and binding obligation and is enforceable against it in accordance with the terms hereof.
- b) The execution and delivery of this Agreement have been duly authorized and will not contravene any provisions of any law/regulation or constitute a default under, any other agreement or instrument to which it is a party; and
- c) It shall comply with the applicable laws, obtain necessary license/registration from the appropriate authorities, do any act necessary for the fulfillment of the Services and cause to be done, performed and executed any act, matter or thing which may reasonably be required in order to effectuate the objective of this Agreement and to enable COMPANY to fulfil its respective obligations hereunder.

7. TERMINATION

Without prejudice to the rights and remedies available to the Parties under this Agreement, either party shall have the right to terminate this Agreement by giving 30 days' written notice thereof without assigning any reason whatsoever.

8. EVENTS OF TERMINATION

Without prejudice to any right COMPANY shall terminate this Agreement on immediate basis if:

- I) The Service Provider fails or neglects to observe or commits or allows to be committed any breach of the terms, conditions, provisions or stipulations of this Agreement on its part to be performed and if such breach is remediable, fails to remedy such breach required to be remedied within time specified by COMPANY; or
- II) Any of the representations made by the Service Provider are found to be false or wrong; or
- III) The Service Provider acts beyond the scope of this Agreement or is suspected of falsifying records; or
- IV) The Service Provider fails to deliver the level of performance of Services as expected by COMPANY.

9. CONSEQUENCES OF TERMINATION

9.1 Upon the termination or expiration of this Agreement for any reason, the Service Provider shall:

- I) Immediately cease to operate as the Service Provider and not hold itself in any way as the Service Provider of COMPANY and refrain from any action that would or may indicate any relationship between it and COMPANY.
- II) Return and Delete as COMPANY shall direct all documents, and all other materials.

9.2 The expiration or termination of this Agreement shall be without prejudice to the accrued rights of the Parties and any provision hereof which relates to or governs the acts of the Parties hereto subsequent to such expiry or termination hereof shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination.

9.3 The provisions of this clause shall survive the termination or expiry of this Agreement.

10. PRINCIPAL TO PRINCIPAL AGREEMENT

10.1 It agreed to between both the Parties that this Agreement is on a principal-to-principal basis and does not create and shall not be deemed to create any employer-employee or principal-agent relationship between the Service Provider and COMPANY. The Service Provider shall not by any acts, deeds or otherwise represent to any person that the Service Provider is representing or acting as agent of COMPANY.

10.2 COMPANY shall have the right to call upon the Service Provider to replace any of their personnel who, in the sole opinion of COMPANY, is jeopardizing the interest of COMPANY and the Service Provider shall forthwith comply with the demand of COMPANY.

11. NO WARRANTIES WITHOUT AUTHORITY

The Service Provider shall make no statement, representation or claim and shall give no warranty to any person in respect of the business of COMPANY save as may be specifically authorised in writing by the COMPANY.

12. NON-SOLICITATION

The Service Provider agrees that during the currency of this Agreement and thereafter for a period of 12 (twelve) months from expiry or termination of this Agreement, it shall not, directly or indirectly through third parties, solicit or use the services of, or make any offers of employment to any of COMPANY's employees, staff or sub-contractors who are employed with COMPANY.

13. NOTICE

Any notice under this Agreement shall be in writing and shall be addressed to the Service Provider and COMPANY at the address mentioned hereinabove and for proving the service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted.

14. TIME IS THE ESSENCE

Time shall be the essence of this Agreement in so far as it relates to the observance or performance by the Service Provider of all or any of its obligations under this Agreement.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. It is agreed by and between the Parties that the courts will have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to this Agreement. However, nothing contained herein shall restrict or limit the COMPANY's right to initiate proceedings in any other court of competent jurisdiction.

16. DISPUTE RESOLUTION

If any dispute, difference, claim or controversy arises between the Parties about the validity, interpretation, implementation or alleged breach of any provision of this Agreement, then the Parties may refer the dispute to arbitration to an institute recognised by the government of India which will appoint the arbitrator for conducting the arbitration proceedings in accordance with Arbitration and Conciliation Act, 1996 as may be amended from time to time. The arbitration proceedings shall be conducted preferably through online means or otherwise through conventional means. The arbitral award shall be final and binding on the Parties. The seat and venue of arbitration (if conducted through conventional means) shall be at Delhi. The arbitration proceedings shall be conducted in the English language.

The Parties to this agreement have set their hands this on the date and at place as mentioned in the Schedule

SIGNED AND DELIVERED by

CUSTOMER

Name

SIGNED AND DELIVERED by
Cystech Controls Pvt Ltd

SANJIV ARORA
PRINCIPAL CONSULTANT

SAMPLE

Annexure I

Scope of Services to be provided by the Service Provider

CS06 - Security Administration Services

Control Administration of up to 100 Users

1. *User Access and Rights allocation (Creation to Revocation)*
2. *Application Configuration Administration, User Role based Allocation*
3. *Email, Internet and Web Filter (Internet) and AV administration*
4. *Ticketing Systems (JIRA, ServiceNow, other applications)*
5. *Maintain records of Change Requests and trails*

Service Availability – As needed

Validity – 3 Months from subscription date

Service Agreement Validity shall be for 1 year period

Fees to be paid for Services

(Currency maybe USD or INR subject to customer location)

- USD 900 * 3 months = **USD 2700**
- Payable in Advance
- Payable for Renewal before end of service period, unless services are terminated.
- Payment Transfer to our Bank (Details shared through email)