**MASTER SERVICE AGREEMENT**

This Master Service Agreement (“Agreement”) is executed on [Effective Date] between **rtCamp Inc.**, having its registered office at [Address](hereinafter referred to as "Consultant") on the One Part

AND

[Your Company Name], having its corporate office at [Your Company Address](hereinafter referred to as “Client”) on the Other Part;

(hereinafter individually referred to as the "Party" and collectively as the "Parties").

WHEREAS Consultant is engaged, inter alia, in the business of providing consultancy, staffing solutions and software development services for its customers;

AND WHEREAS Client has approached the Consultant to provide consultancy, staffing solutions and development services;

AND WHEREAS Consultant has agreed to provide such consultancy, staffing solutions and development services;

AND WHEREAS the Parties have thought it expedient to put forth the terms and conditions of the Agreement in writing, as hereinafter appearing;

Client hereby appoints Consultant as the Consultant for providing the consultancy and development services, and Consultant hereby accepts such appointment on the terms and conditions herein contained.

1. **DEFINITIONS:**
2. Developed Materials: All preliminary, work-in-progress and final product images, scripts, flow-charts, ideas, abstract of ideas, computer code (including HTML/JPEG/GIF), procedures, copy, graphics, photos, sound files, and video files developed by Consultant to be incorporated into the websites.
3. Programming: All programs, routines, subroutines, computer code, procedures, scripts, software designs, database designs, or other computer programming not developed exclusively or primarily for the Developed Materials.
4. Stock Materials: All software products, text, photos, graphics, recordings, or other materials of any kind and nature, other than Client Original Materials, Developed Materials, and/or Programming originally developed by Consultant or licensed to Consultant for general use by Consultant in the Developed Materials for its Clients. Developed Materials belong to the Client, while Programming and Stock Materials remain property of the Consultant or its licensors.
5. Client Original Materials: All materials developed by the Client or licensed to the Client and provided to the Consultant for use in developing the website. Client and its licensors retain rights, title and interests in and ownership of Client Original Materials notwithstanding that it may, at its discretion, provide these materials to the Consultant for use in developing the website. The Client’s and its licensors’ logos, trade names, trademarks, service marks and mentions and copyrighted materials remain the registered trademarks or trademarks and sole property of the Client and its respective licensors.
6. Consultant: For the purpose of the term Developed Material and the work and intellectual property rights contained therein, the term Consultant shall include Consultant and all its employees, officers, contractors, Consultants involved in the creation of the Developed Material.
7. **WORK DETAILS:**
8. Statements of Work: From time to time, the Client and the Consultant may execute one or more statements of work, that describe the specific Services to be performed by the Consultant (as executed, a “Statement of Work”). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. A Statement of Work may be amended only by written agreement of the parties.
9. Performance of Services: Consultant will perform the Services described in each Statement of Work (the “Services”) in accordance with the terms and conditions set forth in each such Statement of Work and this Agreement.
10. Delivery: Consultant will deliver to Client the deliverables, designs, modules, software, products, documentation and other materials specified in the Statement of Work (individually or collectively, “Deliverables”) in accordance with the delivery schedule and other terms and conditions set forth in the Statement of Work.
11. In the event of conflict between this Agreement and the SOWs, the terms of the respective SOWs shall prevail.
12. **CONSIDERATION:**
13. In consideration of the Consultant’s engagements under this Agreement, the Client shall pay to the Consultant an amount of fee as may be provided in the respective SOW.
14. These fees are exclusive of all local and International taxes and duties
15. If Client requires Consultant’s employees to undertake any outstation travel outside the location as stated in SOWs in connection with the work of Client, Client agrees to reimburse pre-sanctioned expenses to Consultant on actual basis.
16. The Consultant will submit invoices to the Client as specified in the respective SOW, and the Client will pay the same within Fifteen (15) days from the receipt. Late payments may be charged a 1.5% compounded monthly late fee.
17. The fee may be reduced/increased to the extent as may be deemed fit and appropriate mutually by Client and Consultant if (i) the time-period for deliverable (development/feedback) is not met; or (ii) Developed Material fails to pass the acceptance test criteria; or (iii) any breach of this Agreement or applicable SOW. Further, if the delay in completing the development work is solely attributable to one of the parties, then the other Party reserves the right to terminate either this Agreement or the applicable SOW or both.
18. This contract is not itself a Statement of Work.
19. **SUBCONTRACTING:**
20. The Consultant shall not assign its rights or obligations under this Agreement without the prior written consent of the Client. The Consultant may subcontract any part of the Services to third parties only with the Client’s prior written consent for such subcontracting. The Consultant shall ensure that such subcontractor(s) abide by all the obligations defined in this Agreement. However, Consultant shall continue to be liable to Client for the performance of all such subcontracted Services and this Agreement.
21. **INTELLECTUAL PROPERTY RIGHTS AND LICENCES:**
22. For the purpose of ownership over rights and claims in all the intellectual properties in or on Developed Material, this consultancy and development work is a “work made for hire” between Client and Consultant, wherein Client has hired the Services of the Consultant for the same. The Client is the absolute owner of the Developed Material and shall own and have all title, rights and interests in the Developed Material. The Consultant hereby transfers and assigns and, if required, shall cause all the authors of the Developed Material to transfer and assign all title, rights and interests in the Developed Materials exclusively to the Client. If by virtue of any applicable law, such transfer and assignment could not be effectively undertaken or is not valid then the Consultant will grant and, if required, shall cause all the authors of the Developed Material to grant an exclusive, perpetual, worldwide, non-restrictive, unqualified, irrevocable and fully paid-up licence to use, operate, publish, display for any purpose and in any manner such portions of Developed Materials which could not be transferred and assigned to Client. The Consultant will waive and shall cause all the authors of the Developed Material to waive their moral rights in the Developed Material exclusively in favour of Client, and at no point during the development of the Developed Material and after its delivery to the Client, will the Consultant or any author raise any claims for any kind of right, title, interest over the Developed Material other than what is mentioned in this Agreement.
23. Consultant will make clear listings of the owner's/licensors of the “Stock Material” and “Programs” to be used in the Developed Material, and take and keep valid appropriate licences to use and sub-license such “Stock Material” and “Programs” in accordance with this Agreement and relevant SOWs. It is the duty and responsibility of the Consultant to not infringe, violate or misappropriate any material used in the developed work. Consultant shall provide a non-exclusive, perpetual, worldwide, irrevocable, fully paid-up licence to use, operate, publish, display or in any other manner exploit the Programming and Stock Material for the purpose of fully and effectively using and exploiting the Developed Materials.
24. The Consultant will use the stock material and software as provided by the Client and will not be held responsible if such material violates any intellectual rights.
25. **INDEMNIFICATION:**
26. Consultant shall ensure that there is no violation (including any violation by Stock Material and Programs) of any third-Party copyright, trademark, patent, trade secret rights or any other intellectual property rights in and during the development of Developed Material.
27. In the event of a breach of the above, Consultant shall indemnify Client, its employees, directors, shareholders and users of the websites against any claims, losses, damages, liabilities and actions (including reasonable attorney fees) arising out of violation of any intellectual property in Developed Material as provided in sub-clause (a) above.
28. **WARRANTY:**
29. Warranty of Services: Any warranty offered by Consultant for Services provided herein shall be set forth in the SOW. In the absence of any warranty language in the SOW, Consultant warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed.
30. **FORCE MAJEURE:**
31. Except for the obligation to pay money, neither Party shall be liable to the other Party for non-performance of this Agreement in whole or in part, if (i) the non-performance is caused by the other Party or events or conditions beyond that Party's reasonable and actual control and for which that Party is not responsible under this Agreement, (ii) the Party gives prompt notice, and (iii) the Party makes all commercially reasonable efforts to perform. For the purposes of this Clause 8, “Force Majeure Event” includes the following:
    1. epidemic, pandemic, earthquake, landslide, hurricane, fire, explosion, storm, tidal wave, flood or other acts of God, or force of nature;
    2. acts of war (whether declared or not), terrorism, riots (other than amongst either Party’s personnel), public disorder, civil war, blockade, civil disturbances, or similar events;
    3. acts of a governmental entity, agency, or other local authority that prevent or make unlawful a Party’s performance under this Agreement;
    4. strikes or labour disputes at the national level; and
    5. financial distress of the affected Party due to any of the above.
32. **MUTUAL NON DISCLOSURE:**
33. Each party shall keep strictly confidential all information and material provided to it by the other Party or generated or created by the other Party pursuant to this Agreement, and shall neither disclose the same to any third Party nor use the same for any purpose other than for the purpose of this Agreement.
34. All information disclosed by either parties to each other during the term of this Agreement shall be considered Confidential information.
35. Without the prior written consent of another Party, each party shall not disclose any confidential or proprietary information including but not limited to project specifications, design strategies, navigation strategies, business plans, business data, user information, strategic partner lists or plans, policies, procedures, manuals, financial records, or trade secrets relating to the websites project, (collectively, “Confidential Information”) to any third Party.
36. Either Party may disclose Confidential Information to its own staff members who need to know the information if and only if the disclosing Party has an adequate non-disclosure agreement with the staff member.
37. Either Party may disclose information pursuant to a proper court order or subpoena after providing reasonable advance notice to the other Party. Confidential Information does not include: a) information in the public domain at the time of disclosure or b) otherwise available to the Consultant other than on a confidential basis.
38. Return of Property: At the end of the term of this Agreement or at any other time upon request of the Client, the Consultant shall return promptly to the Client all the property (tangible or intangible) belonging to the Client. Client may set off a reasonable amount of such property, which has not been returned by Consultant to Client, from the fees payable to Consultant.
39. Exceptions: Client agrees that Consultant can use its (Client’s) name, logo, testimonial, project case study in all marketing collaterals that include but not limited to websites, marketing brochures, presentations, partner/portfolio pages on third-Party websites, for the duration of this agreement. For any descriptive material like case-studies, the Consultant will get approval from the Client.
40. **NON SOLICITATION:**
41. During the Term of this Agreement and for a period of twenty-four (24) months thereafter, neither Party shall, directly nor indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employment of the other Party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause.
42. If either Consultant or Client breaches the Non-solicitation clause, the breaching Party shall, on demand, pay to the non-breaching Party a sum equal to one year’s basic salary or the annual fee that was payable by the claiming Party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching Party in replacing such person
43. During the course of the performance of Services under this agreement, and for a period of two (2) years thereafter, neither Party shall solicit, the employment of, employ, or contract with, directly or indirectly, any current or former Client of the other Party.
44. **TERMINATION:**
45. At any given time during the performance of this Agreement, either party at their sole discretion can terminate this Agreement with a notice period of 30 days.
46. At any given point in the future, if the Client wants to move work to a third Party, reasonable cooperation should be given by the Consultant, in the form of giving the required information on the “Stock Material” and “Programmes/Programming” used in the development. The information would include the necessary licences, and written assignments required of the various entities, which own the various Programming and Stock Materials and should cooperate in providing the same.
47. In the event of the termination of the Agreement, the Client agrees to pay the Consultant for all the work done up to the date of termination.
48. **SURVIVAL**
49. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry.
50. **CLAIMS AND JURISDICTION:**
51. This Agreement shall be governed by and construed in accordance with the laws of the District of Delaware, USA. Any actions or claims to interpret or enforce this Agreement shall be solely brought in the District of Delaware, USA, and, to the extent permitted by law, the parties agree that the venue for such action shall be the applicable court in the District of Delaware, USA.
52. **TERM**
53. This Agreement begins on the Effective Date and shall continue in full force until and unless terminated in accordance with this Section 11, or two years following the completion of the last Statement of Work agreed to hereunder.
54. **OTHER TERMS:**
55. Nothing in this Agreement is to be construed to make Consultant a partner, an agent or legal representative of the Client, for any purpose whatsoever, and shall not be liable for any credit or tying up arrangements or any other arrangements that Consultant may have done or made, citing this Agreement.
56. No modification, deletion or amendment to this Agreement will be binding unless made in writing and signed by the authorized representatives of each party. In the case of a waiver, by the Party granting the waiver, no verbal Agreement or conduct of any nature, pertaining to the subject matter hereof or to the relationship between the Parties will be considered valid and enforceable.
57. If any part, term or provision of this Agreement not being of a fundamental nature, is held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected if such part, term or provision of this Agreement is severable from the rest of this Agreement, without altering the essence of this agreement. If such part, term or provision is not so severable, then the whole of this Agreement shall stand terminated, unless the Parties thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory revision, achieving as nearly as possible the same commensurate effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.
58. All document sources, orders and other communication shall be in the English language, which will be the official language of this Agreement.
59. Any notice or other intimation required or authorized by this Agreement to be given by either Party to the other Party by electronic mail to the other Party at the following email address:

For Client: [Your Contact Person / Email]

For Consultant: [rtCamp Contact Person / Email]

This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements, express or implied, written or oral, with respect to the subject matter hereof.

In witness of the agreements and promises set forth herein above, the parties hereto have executed this Agreement on the dates set forth above.

| For and on behalf of  **[Your Company Name]** |  | For and on behalf of  **rtCamp** |
| --- | --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |