

**VarshaKrishi Udhog Private Limited**

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**MASTER SERVICE AGREEMENT**

Governing Framework for All Services, Deliverables &amp; Engagements

Reference: VK-MSA-2026-REV1 | April 2026

This Master Service Agreement ("MSA" or "Agreement") is entered into between VarshaKrishi Udhog Private Limited ("VarshaKrishi," "Service Provider," "We," or "Us") and the Client identified in the applicable Order Form or Statement of Work ("Client," "Buyer," or "You"). This MSA, together with all Statements of Work, Order Forms, and incorporated documents, constitutes the entire legal framework governing the supply of Products and Services by VarshaKrishi to the Client.

By executing an Order Form, Statement of Work, or Purchase Order that references this MSA, or by accepting delivery of any Products or Services, the Client unconditionally agrees to be bound by this MSA.

## ARTICLE 1 — DEFINITIONS & INTERPRETATION

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### 1.1 Defined Terms

In this MSA, unless the context otherwise requires:

- "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than fifty percent (50%) of the voting interests of the entity.
- "Applicable Law" means all applicable statutes, regulations, rules, orders, and governmental directives of India, including but not limited to the Companies Act 2013, Information Technology Act 2000, IT (Amendment) Act 2008, Digital Personal Data Protection Act 2023, CGST Act 2017, and any other applicable central or state legislation.
- "Background IP" means all Intellectual Property owned by a party prior to the commencement of the Agreement or developed independently of the Agreement.
- "Deliverables" means all hardware, software, firmware, documentation, data outputs, reports, and other tangible or intangible items to be provided by VarshaKrishi under a Statement of Work or Order Form.
- "Effective Date" means the date on which the applicable Order Form or Statement of Work is executed by both parties or, if earlier, the date on which the Client first accepts Products or Services from VarshaKrishi.
- "Fees" means all amounts payable by the Client to VarshaKrishi under this MSA, including product prices, SaaS license fees, professional service fees, and any applicable taxes.
- "Foreground IP" means any Intellectual Property created by VarshaKrishi in the performance of Services under this MSA.
- "Products" means the hardware, firmware, and embedded software products manufactured or assembled by VarshaKrishi and supplied to the Client, as described in the applicable Order Form.
- "Services" means all professional, technical, maintenance, support, and cloud software services provided by VarshaKrishi to the Client.
- "SOW" means a Statement of Work executed by both parties that sets out specific Deliverables, timelines, and fees for a defined scope of work.

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## 1.2 Interpretation

References to "includes" or "including" are without limitation. References to statutes include amendments. The singular includes the plural and vice versa. Headings are for convenience only. Where this MSA conflicts with an SOW or Order Form on a specific operational matter, the SOW or Order Form shall prevail on that matter only.

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## ARTICLE 2 — SCOPE & ORDER PROCESS

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### 2.1 Framework Agreement

This MSA is a framework agreement. No specific work obligations arise until a separate SOW or Order Form is executed by both parties or a Purchase Order referencing this MSA is issued by the Client and accepted by VarshaKrishi. Each SOW and Order Form is incorporated by reference into this MSA and forms part of the Agreement.

### 2.2 Order of Precedence

In the event of a conflict between documents, the order of precedence shall be: (1) the applicable SOW or Order Form (for operational specifics only); (2) this MSA; (3) the General Terms and Conditions; (4) the SLA (if applicable); (5) any product documentation. In all cases, VarshaKrishi's liability and exclusion provisions shall prevail and shall not be reduced by any lower-ranking document.

### 2.3 Changes to Scope

Any changes to the scope of an SOW must be agreed in writing through a Change Order signed by both parties. VarshaKrishi shall have no obligation to perform work beyond the agreed scope. If the Client requests additional work without a signed Change Order, VarshaKrishi may at its discretion perform such work and invoice at standard rates.

### 2.4 Client Cooperation

The Client shall provide VarshaKrishi with timely access to personnel, information, facilities, and systems reasonably required to perform the Services. Any delay caused by the Client's failure to cooperate shall extend VarshaKrishi's performance obligations by a corresponding period, with no liability to VarshaKrishi for such delay.

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## ARTICLE 3 — FEES, INVOICING & PAYMENT

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### 3.1 Fee Structure

Fees shall be as set out in the applicable Order Form or SOW. VarshaKrishi reserves the right to update its standard fee schedules annually upon thirty (30) days' written notice. Fee updates shall not affect Fees locked in an executed Order Form or SOW unless expressly agreed.

### 3.2 Invoicing

VarshaKrishi shall issue tax invoices in accordance with the payment milestones set out in the Order Form or SOW. All invoices are due and payable within the period stated on the invoice, or if no period is stated, within fourteen (14) calendar days of the invoice date.

### 3.3 Late Payment Interest

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Without prejudice to VarshaKrishi's right to suspend Services for non-payment, any amount not paid by the due date shall bear interest at the rate of eighteen percent (18%) per annum (calculated on a daily basis) from the due date until the date of actual payment, compounding monthly.

### 3.4 Expenses

Unless otherwise stated in the SOW, the Client shall reimburse VarshaKrishi for all pre-approved out-of-pocket expenses incurred in the performance of Services, including travel, accommodation, logistics, and shipping costs. Expenses shall be invoiced at actual cost with supporting documentation.

### 3.5 Disputed Amounts

The Client shall raise any invoice dispute in writing within seven (7) days of receipt. Undisputed amounts must be paid by the due date regardless of any dispute regarding other amounts. Failure to dispute an invoice within this period shall constitute acceptance of the invoice.

## ARTICLE 4 — INTELLECTUAL PROPERTY

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### 4.1 VarshaKrishi Background IP

All Background IP of VarshaKrishi, including but not limited to hardware designs, firmware, software, algorithms, PCB layouts, enclosure designs, manufacturing processes, trade secrets, and product documentation, shall remain the exclusive property of VarshaKrishi. No supply of Products or Services transfers any ownership rights in VarshaKrishi's Background IP to the Client.

### 4.2 Foreground IP

All Foreground IP created by VarshaKrishi in the performance of Services under this MSA, whether or not specifically paid for by the Client, shall vest in and remain the exclusive property of VarshaKrishi. The Client is granted a non-exclusive, non-transferable, royalty-free license to use the Foreground IP solely for the purposes contemplated by the applicable SOW during the term of this MSA.

### 4.3 Client Materials

The Client retains ownership of all materials, data, and content provided by the Client to VarshaKrishi for use in performing the Services ("Client Materials"). The Client grants VarshaKrishi a limited license to use Client Materials solely for the purpose of performing the Services. The Client represents and warrants that it has all rights necessary to grant this license and that Client Materials do not infringe any third-party rights.

### 4.4 Telemetry Data License

The Client grants VarshaKrishi a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, process, aggregate, and analyze anonymized Telemetry Data generated by Products deployed under this MSA, for the purposes set out in the General Terms and Conditions. VarshaKrishi shall not identify the Client in any use of Telemetry Data without prior written consent.

### 4.5 Residual Knowledge

Notwithstanding any confidentiality obligations, VarshaKrishi personnel may retain and use any generalized knowledge, skills, experience, and ideas acquired during the performance of Services, provided such residual knowledge does not include specific Client Confidential Information.

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## ARTICLE 5 — REPRESENTATIONS & WARRANTIES

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### 5.1 VarshaKrishi Warranties

VarshaKrishi represents and warrants that: (a) it has the corporate authority to enter into this MSA and perform its obligations; (b) the Products will materially conform to their specifications at the time of delivery; (c) the Services will be performed with reasonable skill and care by appropriately qualified personnel; (d) VarshaKrishi's performance will not knowingly infringe any third-party Intellectual Property rights; and (e) VarshaKrishi will comply with all Applicable Law in the performance of its obligations.

### 5.2 Client Warranties

The Client represents and warrants that: (a) it has the authority to enter into this MSA; (b) the installation and use of Products will comply with all Applicable Law; (c) all information provided to VarshaKrishi is accurate and complete; (d) the Client will not use Products for any illegal, harmful, or unauthorized purpose; and (e) Client Materials do not infringe any third-party rights.

### 5.3 Disclaimer of Implied Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VARSHAKRISHI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. VARSHAKRISHI DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL MEET THE CLIENT'S SPECIFIC REQUIREMENTS OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

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## ARTICLE 6 — LIMITATION OF LIABILITY

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### 6.1 Liability Cap

In no event shall VarshaKrishi's aggregate liability to the Client under or in connection with this MSA and all SOWs and Order Forms collectively exceed the lesser of: (a) the total Fees paid by the Client to VarshaKrishi in the twelve (12) months immediately preceding the event giving rise to the claim; or (b) the total value of the specific Order Form or SOW giving rise to the claim. This cap applies regardless of the form of action, whether in contract, tort, statute, or otherwise, and whether or not VarshaKrishi has been advised of the possibility of such damage.

### 6.2 Exclusion of Consequential & Indirect Loss

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VARSHAKRISHI SHALL HAVE NO LIABILITY FOR: (A) LOSS OF PROFITS, REVENUE, CONTRACTS, OR BUSINESS; (B) LOSS OF DATA, RESEARCH OUTPUTS, OR DATASETS; (C) LOSS OF GOODWILL OR REPUTATION; (D) LOSS OF CROPS, AGRICULTURAL YIELD, OR AGRONOMIC OUTPUT OF ANY KIND; (E) LOSS OF GRANT FUNDING, SUBSIDIES, OR INSTITUTIONAL RESOURCES; (F) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES; OR (G) ANY LOSS WHATSOEVER ARISING FROM THE CLIENT'S RELIANCE ON PRODUCT DATA FOR ANY DECISION.

### 6.3 Essential Basis

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The Client acknowledges that the limitations and exclusions of liability in this Article reflect a reasonable allocation of risk between the parties and are an essential element of the basis of the bargain between them. VarshaKrishi would not have entered into this MSA without these limitations.

#### **6.4 Minimum Liability**

Nothing in this MSA limits VarshaKrishi's liability for death or personal injury caused by VarshaKrishi's gross negligence or fraud, to the extent such limitation is prohibited by Applicable Law.

## **ARTICLE 7 — CONFIDENTIALITY**

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### **7.1 Confidential Information**

Each party ("Receiving Party") shall hold in strict confidence all Confidential Information of the other party ("Disclosing Party") and shall not disclose or use such information except: (a) as necessary to perform obligations under this MSA; (b) as required by Applicable Law or court order, subject to prompt written notice to the Disclosing Party; or (c) with the Disclosing Party's prior written consent.

### **7.2 Standard of Care**

The Receiving Party shall protect Confidential Information using at least the same degree of care it applies to its own confidential information of comparable sensitivity, but no less than reasonable care. Disclosure shall be limited to employees and advisors with a strict need to know who are bound by confidentiality obligations at least as stringent as these.

### **7.3 Exclusions**

Confidentiality obligations do not apply to information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was already in the Receiving Party's possession before disclosure; (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) is received from a third party under no obligation of confidentiality.

### **7.4 Survival**

Confidentiality obligations shall survive expiry or termination of this MSA for a period of five (5) years.

## **ARTICLE 8 — TERM & TERMINATION**

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### **8.1 Term**

This MSA commences on the Effective Date and continues until terminated by either party upon ninety (90) days' written notice, or immediately upon termination of all active SOWs and Order Forms. Termination of the MSA framework shall not affect any active SOW or Order Form, which shall continue to be governed by this MSA until its own expiry or termination.

### **8.2 Termination for Cause**

Either party may terminate this MSA or any SOW immediately upon written notice if: (a) the other party commits a material breach that is not cured within thirty (30) days of written notice; (b) the other party becomes insolvent, is wound up, or a receiver or liquidator is appointed; or (c) the other party is involved in fraud or willful misconduct.

**8.3 Termination for Non-Payment**

VarshaKrishi may suspend Services or terminate any SOW or Order Form immediately upon written notice for non-payment of any undisputed amount more than fourteen (14) days overdue. VarshaKrishi shall be entitled to retain all advance payments received as liquidated damages for lost production, without obligation to refund.

**8.4 Consequences of Termination**

Upon termination: (a) all outstanding Fees become immediately due; (b) Client licenses terminate; (c) each party shall return or destroy the other's Confidential Information; (d) VarshaKrishi may disable SaaS access; (e) provisions intended to survive (including IP, liability, confidentiality, and governing law) shall survive.

**ARTICLE 9 — GENERAL PROVISIONS**

**9.1 Governing Law & Jurisdiction**

This MSA is governed by the laws of India. The courts of Gautam Buddha Nagar (Noida), Uttar Pradesh shall have exclusive jurisdiction. Any dispute not resolved by mutual negotiation within thirty (30) days shall be referred to sole arbitration under the Arbitration and Conciliation Act 1996, with the seat in Noida, in English.

**9.2 Anti-Corruption & Compliance**

Each party warrants that it has not and will not pay any bribe, kickback, or other improper payment to any government official or private party in connection with this MSA. Each party shall comply with all anti-corruption laws, including the Prevention of Corruption Act 1988.

**9.3 Publicity & Reference**

VarshaKrishi may reference the Client's institution name and the general nature of the engagement in investor materials, grant applications, and marketing without identifying Confidential Information. The Client shall not issue any press release or public statement referencing VarshaKrishi without prior written consent.

**9.4 Entire Agreement, Amendments, Waiver, Severability, Assignment**

This MSA (with incorporated documents) constitutes the entire agreement. Amendments require written countersignature by both parties. No waiver of any right shall be effective unless in writing. If any provision is unenforceable, the remainder continues in full force. The Client may not assign its rights without VarshaKrishi's written consent. VarshaKrishi may assign freely.

**EXECUTION**

By executing below, each party agrees to be bound by this Master Service Agreement.

FOR VARSHAKRISHI UDHOG PRIVATE LIMITED	FOR CLIENT
<p><b>Authorised Signatory</b> CIN: U01113UW2026PTC250001</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Date: _____</p>	<p><b>Authorised Signatory</b> [Client Legal Name]</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Date: _____</p>

