

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made this ____ day of _____, 2014, between Sapient Limited, a company registered in England with company number 3144067 whose registered office is at Eden House, 8 Spital Square, London E1 6DU ("Sapient"), and _____, a company registered in England under number _____ whose registered office is at _____ ("Client").

Sapient and Client hereby agree as follows:

1. Definitions. Terms not otherwise defined herein shall have the following meanings:
 - (a) "Client Materials" means materials that are created by Sapient specifically and uniquely for Client and contained in the final work product delivered to Client under a Work Schedule, including: (i) software, software designs, code, data and technical components (the "Client Technical Materials") and (ii) creative designs, images, artwork and text (the "Client Artistic Materials").
 - (b) "Directive" means the European Directive 95/46/EC regarding the processing of personal data.
 - (c) "Deliverables" means, collectively, the Client Materials and Sapient Materials.
 - (d) "EMU Compliant" means that in connection with the implementation and introduction of the Euro in the UK pursuant to European Monetary Union the functionality and performance of the Deliverables will not be adversely affected by the introduction of the Euro such that the Deliverables: (i) will accept, process and store data in pounds sterling and the Euro correctly and consistently; (ii) will accurately make conversions from the Euro to pounds sterling and vice versa; (iii) will accurately make conversions from pounds sterling to any national currency unit of the Euro and vice versa; (iv) will accurately make conversions between one national currency unit of the Euro and another national currency unit of the Euro; and (v) will carry out each of the above processes in a manner that complies with European Council Regulation No. 1103/97 of 17th June 1997 on certain provisions relating to the introduction of the Euro.
 - (e) "Launch" or "Live" shall be as defined on Appendix C.
 - (f) "Material" means any articles, apparatus, materials, items, data, goods, software, hardware, system, rights, licenses, supplies, equipment, component parts and assemblies or any other materials or any combination thereof, including Deliverables, furnished by Sapient to Client under this Agreement and its Work Schedules.

- (g) “Personal Data” means information constituting “personal data” under the Directive.
- (h) “Project” means the Services to be performed by Sapient and the Materials to be supplied by Sapient for a specific project that is mutually agreed upon from time to time, as described on the Work Schedule relating to such Project.
- (i) “Residuals” means information in intangible form, which may be retained by persons working on the Project or performing the Services, including, without limitation, ideas, concepts, know-how, and techniques which do not contain any Client Proprietary Information.
- (j) “Sapient Materials” means software, routines, software designs, user-interface conventions, interfaces to third party products, user-interface design patterns, other development and design tools and documentation (and all enhancements and derivatives thereto) which are delivered to Client under this Agreement and which Sapient (i) developed prior to the execution of the applicable Work Schedule or (ii) develops during the course of a Work Schedule but which are developed either at Sapient’s cost or which are not uniquely applicable to the particular specifications, characteristics or functions of the Client Materials, such as generic log-in screens, elements of code that accomplish protocols or processes that are generic in Client’s industry or code that enables the manipulation or animation of the Client Artistic Materials. Sapient Materials also includes any raw experience modelling and industry data and any generic analyses of such data that do not contain any of Client’s Proprietary Information.
- (k) “Sapient Methodologies” means Sapient’s methodologies, systems, processes, inventions, algorithms, procedures, techniques, specifications, concepts, ideas, know-how, tutorials and work approaches used or developed by Sapient in the course of the Project.
- (l) “Services” means any work, supervision, technical advice, direction, design, training or other services furnished by Sapient to Client under this Agreement and any Work Schedule under this Agreement.
- (m) “VAT” means Value Added Tax or any analogous tax in any relevant jurisdiction including but not limited to sales, local sales taxes, any transactional taxes and goods and services taxes (“GST”) of any kind.
- (n) “Work Schedule” means the Work Schedule for the applicable Project in the form attached hereto as Exhibit 1.
- (o) “Written notice” means a written communication, signed by a duly authorised representative of the entity or person providing notice.

2. Services to be Furnished.

(a) Sapient agrees to provide Services to Client for Projects as mutually agreed upon from time to time, as set forth in a separate Work Schedule for each Project substantially in the form of Exhibit 1 attached hereto, in accordance with the terms and conditions of this Agreement. Each Work Schedule, when executed by an authorised representative of both parties, shall constitute a separate agreement and, except for provisions herein which are specifically excluded or modified in such Work Schedule, each such Work Schedule shall incorporate therein all of the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Work Schedule, the terms and conditions of such Work Schedule shall govern.

(b) In the event the fees for any Project are fixed, the additional terms and conditions set forth on Appendix A hereto will apply and if Services are being provided on a time and materials basis, the additional terms and provisions set forth on Appendix B will apply. In the event any Project includes software development, implementation and/or integration services, the additional terms and conditions included on Appendix C will apply.

(c) Each Work Schedule shall, to the extent applicable, contain: (i) a description of the Project and the Services to be performed by Sapient; (ii) the tasks to be completed by Client and any third parties; (iii) a description of the Deliverables to be produced by Sapient; (iv) the schedule for completion of each Deliverable or stage of a Project; (v) the fees to be paid to Sapient for such Services and a payment schedule for fixed-price Projects, and (vi) such additional information as the parties may wish to include.

(d) During the course of Sapient's performance of any Project, Client may request changes in the Services. Sapient shall incorporate any such changes provided that the parties execute a change order setting forth the amended scope of work, program specifications, delivery dates and the impact on the compensation to be paid to Sapient. If the parties are unable to agree on a change order setting forth the specified information, then the parties may agree to complete the Project according to the original Work Schedule.

3. Term. This Agreement shall remain in effect for three years from the date first written above or through the conclusion of Services under any then-current Work Schedule, whichever is later (the "Initial Term"), unless earlier terminated by either party as provided herein. After the Initial Term expires, this Agreement will renew automatically for additional one-year periods (each, a "Renewal Period") unless either party provides written notice of non-renewal to the other party at least 45 days prior to the start of the next Renewal Period, in which case this Agreement will terminate at the end of the then-current Renewal Period or at the conclusion of Services under any then-current Work Schedule, whichever is later.

4. Payment for Services.

(a) Client will pay to Sapient the fees set forth in the applicable Work Schedule for the performance of the Services described therein. If invoicing and payment are tied to milestone payments, a payment schedule shall be included in the Work Schedule. If invoicing and payment are not tied to milestone payments, Sapient will invoice Client monthly at the rates set forth in the Work Schedule. All invoices are payable within thirty

(30) days of invoice date. Unless otherwise provided in the Work Schedule, fees do not include the cost of servers, third party software and other materials and equipment mutually agreed by the parties to be purchased specifically for the Project covered by the applicable Work Schedule, which shall be paid by Client. Sapiant shall not be responsible for the selection of third-party hardware or software. All amounts paid by Client to Sapiant prior to the execution of this Agreement which relate to any Project covered by this Agreement shall be credited and deducted from the amounts set forth on the related Work Schedule.

(b) In addition, Client agrees to reimburse Sapiant for reasonable out-of-pocket expenses incurred by Sapiant and its personnel in connection with its performance of the Services. Sapiant will provide Client with reasonably detailed invoices for such expenses on a monthly basis and Client agrees to pay the total amount shown as due on each invoice within 30 days after receipt thereof.

(c) All payments shall be sent to Sapiant's address as set forth on the applicable Work Schedule.

5. Project Personnel; Project Managers.

(a) Sapiant personnel will observe all written rules and regulations applicable to Client's employees regarding safety, security, use and conduct provided such rules and regulations have been notified to Sapiant.

(b) Sapiant shall designate a Project Manager to oversee and co-ordinate the Project. The Client will assign a Project Manager to the Project. Either party may change its Project Manager upon written notice to the other party.

(c) Sapiant will make a good faith effort to discuss with the Client all Project personnel changes. Client may request personnel changes and Sapiant will use a reasonable effort to effect such change, provided that Sapiant shall not be liable for the consequences or delay to the Work Schedule as a consequence of such request.

6. Co-operation and Access. Client agrees to co-operate, as set forth in each Work Schedule, with Sapiant to the extent necessary for Sapiant to perform its Services thereunder. In addition to the activities listed on each Work Schedule, Client co-operation shall include, but not be limited to, providing Sapiant with all necessary equipment, material, information, assistance and access to, and use of, Client's premises, computers and other equipment during normal business hours. Client shall also provide Sapiant with access to Client's personnel during normal business hours, including, but not limited to, the persons listed in the applicable Work Schedule. Sapiant agrees to comply at all times with the Client's applicable rules and regulations regarding safety, security, use and conduct provided Sapiant has actual notice of same.

7. Confidentiality

(a) As used in this Agreement, "Proprietary Information" shall mean all confidential, proprietary or secret information, including without limitation components, parts, drawings, data sketches, plans, programs, specifications, techniques, processes,

algorithms, inventions and other information or material, owned, possessed or used by either Sapient or Client which is at any time so designated by such party in writing “Confidential” or “Proprietary”, whether by letter or by the use of a proprietary stamp or legend, before any such Proprietary Information is disclosed to the other party. In addition, information which (i) would be apparent to a reasonable person, familiar with the disclosing party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party or (ii) is orally or visually disclosed to the other party or which is not designated in writing as confidential, proprietary or secret at the time of disclosure but within a reasonable time after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such disclosure and the names of the employees of the party to whom such disclosure was made, shall constitute Proprietary Information. Notwithstanding anything herein to the contrary, the terms of this Agreement, and Sapient Methodologies shall constitute Sapient Proprietary Information without the requirement of designating it as such either in writing or by use of a stamp or legend.

(b) The provisions of Section 7(a) notwithstanding, Proprietary Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party, (ii) is disclosed to third parties by the disclosing party without restriction on such third parties, (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iv) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (v) is independently developed by the receiving party without reference to the disclosing party's Proprietary Information or (vi) is released from confidential treatment by written consent of the disclosing party.

(c) Each of Sapient and Client shall hold in confidence and not disclose (except on a confidential basis to its employees, agents, consultants or subcontractors who need to know in connection with the Project and who are bound to preserve the confidentiality thereof) all Proprietary Information received from the other party in the same manner and to the same extent as it holds in confidence its own Proprietary Information of a similar nature and value, and shall not use any such Proprietary Information except for purposes contemplated by this Agreement.

(d) Each of Sapient and Client shall take appropriate action by instruction or agreement with its employees, agents, consultants and subcontractors to satisfy its obligations under this Section 7 and each shall be responsible for any breach of this Section 7 by its employees, agents, consultants or subcontractors.

(e) Client agrees that the Deliverables may be based on Sapient’s Proprietary Information and that the delivery of Services shall not impair Sapient’s right to make, prepare, create, procure or market products or services now or in the future.

8. Ownership; Intellectual Property Rights; Grant of License.

(a) When the Deliverables have been delivered and fully paid for pursuant to the applicable Work Schedule, subject to the provisions of this Section 8 and the other terms and conditions of this Agreement or any Work Schedule, Sapient acknowledges and agrees that, unless otherwise set forth herein or on a Work Schedule, the Client Materials shall constitute “commissioned works” and ownership shall vest in the Client. In consideration of and effective upon Sapient’s receipt of all payments required hereunder and under the applicable Work Schedule, and subject to the provisions of this Section 8 and the other terms and conditions of this Agreement or any Work Schedule, Sapient hereby assigns to Client all such rights in the Client Materials. Upon Client’s request, Sapient agrees to execute any instruments and do all things reasonably necessary by Client in order to further perfect Client’s rights in the Client Materials. Client hereby grants to Sapient a non-exclusive, royalty-free, perpetual license to use, copy, operate, process, modify and sublicense the Client Technical Materials.

(b) Client acknowledges and agrees that Sapient retains all right title and interest in the Sapient Materials. In consideration of and effective upon Sapient’s receipt of all payments required hereunder and under the applicable Work Schedule and subject to the other terms and conditions of this Agreement, Sapient hereby grants to Client a non-exclusive, non-transferable, royalty-free license to use, copy, operate, process and modify the Sapient Materials solely for use in connection with the Client Materials. Client shall limit use of and access to the Sapient Materials to such of Client’s employees as are directly involved in the utilisation of the Deliverables internally throughout Client’s business and who are bound to preserve the confidentiality thereof. The immediately preceding sentence is not intended to limit an end user’s access to and use of any web site developed by Sapient for Client hereunder.

(c) Notwithstanding anything in this Agreement to the contrary, Sapient shall be free to use for any purpose the Residuals resulting from its work on the Project. Nothing herein shall prohibit Sapient from retaining one copy of the Deliverables for its internal archive

9. Acceptance. “Acceptance” shall mean that a Deliverable has been delivered to the Client and substantially conforms to the specifications and meets any other acceptance criteria set forth in the applicable Work Schedule. The process for resolving and correcting deficiencies shall be as set forth on Appendix C. Any Deliverable delivered to Client and needing acceptance from Client will be deemed accepted if Client does not respond within ten (10) days after delivery or the applicable period specified in the applicable Work Schedule or, regardless of any formal acceptance procedure, as soon as Client uses the Deliverable for commercial purposes.

10. Warranties; Indemnification; Limitation of Liability.

(a) Sapient warrants that the Deliverables will be EMU Compliant provided that (i) all products (for example, hardware, software and firmware) used with the Deliverables properly exchange accurate currency data with the Deliverables and are EMU Compliant, (ii) all development tools used by Sapient are EMU Compliant, (iii) the Deliverables are used in accordance with their associated documentation, and (iv) Client has installed and is using the most current version (including without limitation any fixes, patches, interim

releases and updates) of the Deliverables at the time non-compliance with the warranty is reported. In the event that during the execution of the Services or the Warranty Period Client discovers an EMU Compliant malfunction in any Deliverable developed by Sapient under this Agreement and the above provisions have been met, the Client's sole remedy shall be that Sapient will correct, cure, replace or otherwise remedy, at Sapient's sole expense, such malfunction. Sapient makes no warranties or representations with respect to software or documentation furnished by any third party.

(b) Sapient warrants that the Services performed under this Agreement and all Work Schedules will be provided with reasonable care and skill and Sapient has the required skills and experience to perform the Services set forth in this Agreement and all Work Schedules. In the case of a breach of this warranty during the execution of the Services or the Warranty Period, Client's sole remedy shall be that the Services shall be repeated using the process and definitions set forth in Appendix C.

(c) With respect to any software Deliverable, Sapient agrees to fix any P1 or P2 deficiencies identified in such Deliverable during the thirty (30) day period following the Live Date (the "Warranty Period"), using the process and definitions included on Appendix C. For purposes of this Agreement, "Live Date" shall be the date set forth in the applicable Work Schedule or, if no date is set forth therein, the point in time when all P1 and P2 TARs have been corrected.

(d) With respect to any Deliverable that is a software program, the provisions of Section 10(a), (b) and (c) notwithstanding, Sapient shall have no obligation to make corrections, repairs or replacements to such Deliverable which result, in whole or in part, from (i) errors that relate solely to the third party software which forms part of a Deliverable, (ii) catastrophe, fault or negligence of Client, (iii) improper or unauthorised use of the Deliverable, (iv) use of the Deliverable in a manner for which it was not designed, including, without limitation, use of the Deliverable in connection with computer hardware other than as specified in the applicable Work Schedule, (v) modifications of the Deliverable by anyone other than Sapient or its employees or agents, or (vi) causes external to the Deliverable such as, but not limited to, power failure or electric power surges.

(e) In the event any action is brought against Client based on a claim that the Deliverables infringe any valid UK patent, copyright or trade secret of a third party, Sapient shall defend Client and its officers, directors and employees against such action at Sapient's expense, pay all damages finally awarded in such action or settlement which are attributable to such claim and pay all reasonable attorneys' fees, provided that (i) Sapient is notified promptly in writing of such action; (ii) Sapient shall have sole control of the defence of any such action and all negotiations for its settlement or compromise; and (iii) Client shall cooperate reasonably with Sapient, at Client's expense (except for reasonable attorney's fees), in the defence, settlement or compromise of any such action. In the event that a final injunction is obtained against Client's use of the Deliverables by reason of infringement of a valid UK patent, copyright or trade secret of a third party, or if in Sapient's opinion any Deliverable is likely to become the subject of a successful claim of such infringement, Sapient shall, at its option and expense: (i) procure for Client the right to continue using the Deliverables as provided in this Agreement or (ii) replace or modify the Deliverables so that they become non-infringing (so long as the functionality of the Deliverables is essentially

unchanged). In the event neither of the previous two options are commercially feasible for Sapient, it shall terminate the applicable Work Schedule and the rights granted thereunder and refund to Client the amount paid to Sapient for the Deliverables less an amount for depreciation determined on a straight-line five-year basis.

(f) The provisions of Section 10(e) notwithstanding, Sapient shall not have any liability to Client under this Section 10 to the extent that any infringement or claim thereof is based upon (i) the combination, operation or use of a Deliverable in combination with equipment or software not supplied by Sapient hereunder where the Deliverable would not itself be infringing, (ii) compliance with designs, specifications or instructions provided by Client, (iii) use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement, (iv) modifications of a Deliverable by anyone other than Sapient where the unmodified version of the Deliverable would not be infringing, or (v) any claims of infringement of any patent, copyright or trade secret in which Client or any affiliate of Client has an interest or license.

(g) If notified promptly in writing, Client shall indemnify, defend and hold harmless Sapient against any expense, judgement or loss (including reasonable attorneys' fees) arising from (i) Client's failure to obtain all necessary releases, licenses, permits and other authorisations to use content included in a Deliverable or operate the resulting website, or (ii) any breaches of security or delays in data transmissions resulting from or relating to a Deliverable; and (iii) infringement or alleged infringement of any valid UK patent, copyright, trademark, trade secret or other proprietary rights as a result of Sapient's compliance with Client's designs, specifications or instructions or inclusion in a Deliverable of any content provided by or through Client. Client shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. Sapient shall cooperate reasonably with Client, at Sapient's expense, in the defence, settlement or compromise of any such action. Client shall indemnify, defend and hold harmless Sapient against any expense, judgement or loss (including reasonable attorneys' fees) arising from Client's breach of any of its obligations under this Agreement or Client's use and/or misuse of the Deliverables.

EXCEPT AS STATED ABOVE OR AS OTHERWISE EXPRESSLY INCLUDED IN A WORK SCHEDULE, SAPIENT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND THE, DELIVERABLES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT AND ANY WORK SCHEDULE WILL BE BINDING ON SAPIENT AS A WARRANTY. SAPIENT MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, SELECTION OR COMPATIBILITY, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE OR ANY HARDWARE THAT MAY BE USED IN CONNECTION WITH THE DELIVERABLE. IN THE CASE OF BREACH OF THE FOREGOING WARRANTIES BY SAPIENT THAT IS DISCOVERED DURING THE APPLICABLE WARRANTY PERIOD, CLIENT WILL OUTLINE WITH PARTICULARITY THE DEFECTS IN THE DELIVERABLES OR SERVICES AND SAPIENT WILL COOPERATE WITH CLIENT AND CORRECT THE DEFICIENCIES

WITHIN A TIME PERIOD REASONABLY ACCEPTABLE TO CLIENT. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY OF SAPIENT AND THE EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO SAPIENT'S BREACH OF ANY WARRANTY HEREUNDER OR INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS AND OTHER INTELLECTUAL OR PROPRIETARY RIGHTS BY THE DELIVERABLES OR THEIR USE.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY WORK SCHEDULE TO THE CONTRARY, IN NO CASE SHALL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, AND/OR THE CREATION OR SUPPLYING OF THE SERVICES, THE DELIVERABLES OR THEIR USE, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE FOR SAPIENT, 125% OF THE ACTUAL PAYMENTS RECEIVED BY SAPIENT UNDER THE WORK SCHEDULE TO WHICH THE CLAIM RELATES, AND FOR CLIENT, THE AMOUNTS REQUIRED TO BE PAID UNDER SUCH WORK SCHEDULE (EXCEPT (1) IN THE CASE OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF EITHER PARTY OR ITS EMPLOYEES FOR WHICH DIRECT MONETARY LIABILITY SHALL NOT BE LIMITED AND (2) IN THE CASE OF DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY CAUSED BY THE NEGLIGENCE OF EITHER PARTY OR ITS EMPLOYEES FOR WHICH DIRECT MONETARY LIABILITY SHALL NOT EXCEED THE AMOUNT OF INSURANCE COVERAGE CARRIED BY SUCH PARTY THEREFOR); AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR (i) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF OPPORTUNITIES, LOSS OF DATA, LOSS OF USE DAMAGES OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE ARISING OUT OF THIS AGREEMENT OR ANY WORK SCHEDULE OR THE CREATION OR SUPPLYING OF THE DELIVERABLES OR THE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (iii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF THE SUIT THEREON.

11. Publicity. Sapient may include Client's name and logo on its customer lists and disclose and summarise generally the nature of any work being performed hereunder or under any Work Schedule, provided that no such disclosure shall result in the breach of Sapient's confidentiality obligations under Section 7 hereof. Except as permitted in the immediately preceding sentence or in a Work Schedule, neither party may use the other's name or logo in any marketing materials without such party's prior written consent

12. Non-Solicitation. During the period of performance of services by Sapient and for twelve (12) months thereafter: (a) Sapient agrees not to solicit or induce any Employee (as defined below) of Client to terminate his or her employment with Client or to hire any Employee of Client without the prior written approval of Client and (b) Client agrees not to solicit or induce any Employee of Sapient to terminate his or her employment with Sapient or to Hire any Employee of Sapient without the prior written approval of Sapient. For purposes of this Section 12, "Hire" shall include both employment and any type of

contractor relationship, and “Employee” shall mean current employees or persons employed within three months prior to the activity prohibited by this Section 12.

13. Relationship of Parties. In the performance of the Services, Sapient will at all times be an independent contractor. Neither this Agreement nor any Work Schedule shall constitute, or be deemed to constitute, either party as an employee, representative, agent, partner or joint venturer of the other.

14. Remedies. Because a breach of any obligations set forth in Sections 7 (Confidentiality), 8 (Ownership; Intellectual Property Rights; Grant of License) or 12 (Non-Solicitation) hereof will irreparably harm either party and substantially diminish the value of each party’s proprietary rights in the Deliverables or its Proprietary Information, Client and Sapient agree that if either party breaches any of its obligations thereunder, the other party shall, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that a party need not invoke the procedures set forth on Appendix D attached hereto in order to seek injunctive or declaratory relief.

15. Termination; Survival of Certain Provisions.

(a) Any Work Schedule and all rights granted thereunder may be terminated by either party in the event of a material breach by the other party (the “Defaulting Party”) of any of its material obligations (including failure to pay invoices when due) under such Work Schedule and failure by the Defaulting Party to remedy such breach within thirty (30) days (or ten (10) days in the event of Client’s failure to pay timely any invoice (“Overdue Payment”)) after written notice of such breach is provided to the Defaulting Party. In the event of such termination, neither party shall be relieved of any of its obligations incurred prior to such termination. Upon termination of any Work Schedule pursuant to this subsection, Client shall promptly return to Sapient (or, at Sapient's option, destroy and certify in writing to Sapient that it has destroyed) the original and all copies of any Deliverables in Client’s possession for which Client has not paid Sapient, including source code, archival copies, compilations, translations, partial copies, updates and modifications, if any, and shall delete all copies of such Deliverables from its computer libraries or storage facilities.

(b) This Agreement and all Work Schedules may be terminated, by either party, effective immediately and without notice, in the event of (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian, administrative receiver or receiver for the other party, (iii) the institution by or an order against the other party of or under any proceeding under the Insolvency Act of 1986 or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally or (iv) the making by the other party of a composition of, or any assignment or trust mortgage for the benefit of, creditors.

(c) If there has been an Overdue Payment, or if Sapient reasonably determines that an Overdue Payment is likely to occur or that the Client will be unable to perform its financial obligations under this Agreement or a Work Statement, Sapient may in writing

demand that the Client provide adequate assurance of the Client's future performance. Sapient may, at its reasonable discretion, suspend performance of any Services under this Agreement or the applicable Work Schedule until any Overdue Payments have been paid and it receives such assurance from the Client.

(d) The provisions of subsections (a) and (b) of Section 4 (Payment for Services; Acceptance) and the provisions of Sections 7 (Confidentiality), 8 (Ownership; Intellectual Property Rights; Grant of License), 10 (Warranties; Indemnification; Limitation of Liability), 11 (Publicity), 12 (Non-Solicitation), 14 (Remedies), 15 (Termination; Survival of Certain Provisions) and 24 (Disputes) hereof and any accrued rights to payment and remedies for breach of this Agreement shall survive, in accordance with their terms, the completion of Sapient's Services hereunder and the expiration or termination of this Agreement or any Work Schedule.

16. Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain materials, labour, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimise its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

17. Data Protection.

(a) Client warrants that during the Initial Term or any Renewal Period of this Agreement, Client will not provide to Sapient any Personal Data other than Personal Data which Sapient has agreed in writing to receive. Client will promptly notify Sapient in writing of any breach of the foregoing warranty, or of its reasonable belief that such a breach may occur.

(b) Client will indemnify and hold harmless Sapient, its officers, directors, employees and agents from any third-party claim arising from Client's breach of the warranty provided in Section 17(a).

(c) Regardless of whether or not Client is in compliance with Section 17(a), if at any time Client provides Personal Data to Sapient, for purposes of the Directive Client shall remain the "Data Controller" and Sapient shall remain the "Data Processor" in respect of that Personal Data.

18. Taxes. The fees and other amounts payable pursuant to this Agreement are exclusive of, and Client shall pay, all VAT imposed with respect to delivery of the Services or any Deliverable and their supply to Client, except for taxes based on Sapient's net income. In the event that Client's requirement to have Sapient's employees work in locations other than their home offices triggers income tax liability arising from

reimbursement for employee living expenses, Client shall reimburse Sapient for any “gross-ups” paid by Sapient to Sapient’s employees providing Services under this Agreement for the purpose of making such employees whole with respect to such income tax liability. Client shall obtain and provide to Sapient any certificate of exemption or similar document required to exempt any transaction under this Agreement from VAT or other tax liability.

19. Notices. Any notice or communication required or permitted under this Agreement or any Work Schedule shall be in writing and shall be deemed received (i) on the date personally delivered, (ii) the next day after sending if sent by telegram, telex, facsimile, mailgram, Federal Express or any other next-day carrier service, or (iii) the third day after mailing via first-class mail, postage prepaid, to a party at the address specified below or such other address as either party may from time to time designate to the other.

TO SAPIENT:

SAPIENT LIMITED
EDEN HOUSE
8 Spital Square
London E1 6DU

Attention: Legal Team

with a copy to:

[Complete if necessary]

TO CLIENT:

[Client to insert address]

Attention:

with a copy to:

[Client to complete]

19. Entire Agreement. During the Initial Term and any Renewal Period of this Agreement, all transactions between Sapient and Client shall be governed by this Agreement. This Agreement and its Appendices and Work Schedules, as amended, constitute the entire agreement between Sapient and Client with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof and any terms and conditions included on Client’s purchase orders, whenever delivered. Client irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in this Agreement and/or to rescind this Agreement, unless the misrepresentation or warranty was made fraudulently. No waiver, consent, modification, amendment or change of the terms of this Agreement or any Appendix or any Work Schedule shall bind either party unless in writing and signed by duly authorised representatives of Client and Sapient. In the case of any conflict between the terms of this Agreement and the terms of any Changes, the terms of such Changes shall control if such Changes have been executed by duly authorised representatives of both parties. Sapient makes no representations to Client except as expressly set forth in this Agreement.

20. Severability. In the event that any provision of this Agreement or any Work Schedule is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to

be unenforceable and the unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.

21. Assignments Prohibited. Neither this Agreement, any Work Schedule or any rights or licenses granted hereunder or thereunder may be assigned, delegated or subcontracted by any party without the written consent of the other party, except that (i) a party may assign and transfer this Agreement, any Work Schedule and its rights and obligations hereunder and thereunder to any third party which succeeds to own substantially all of its business and assets or may assign or transfer any rights to receive payments hereunder, and (ii) Sapient may subcontract its obligations hereunder or under any Work Schedule to another company within the Sapient group or third party service providers, provided that Sapient remains primarily liable to Client hereunder and thereunder.

22. Headings. Captions and headings contained in this Agreement have been included for convenience only and shall not be considered in interpreting or construing this Agreement.

23. Governing Law. The validity, construction and interpretation of this Agreement, and the rights and duties of the parties, shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

24. Disputes. Any dispute or claim arising out of or relating to this Agreement or any Work Schedule, other than any controversy or claim contemplated by Section 14 hereof, shall be resolved in accordance with the Dispute Resolution Process set forth on Appendix D attached hereto.

25. Authority. Each party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorised and empowered to enter into this Agreement.

26. Contracts (Rights of Third Parties) Act 1999. No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated above.

SAPIENT LIMITED

By:_____

Print Name:_____

Print Title:_____

[INSERT CLIENT NAME]

By: _____

Print Name: _____

Print Title: _____

APPENDICES & EXHIBIT

Appendix A - - Additional Terms and Conditions for Fixed Price Projects

Appendix B - - Additional Terms and Conditions for Time & Material Projects

Appendix C - - Additional Terms and Conditions for Software Development,
Integration or Implementation Services

Appendix D - - Dispute Resolution Process

Exhibit 1 - - - Form of Work Schedule

Appendix A
to Master Professional Services Agreement

Additional Terms and Conditions for Fixed Price Projects

1.1 Sapiient agrees that the Project is to be completed in accordance with the Project Schedule included on the applicable Work Schedule. If, however, a Project is extended due to any act by Sapiient, Client will not be charged for such extension and Sapiient will absorb the cost of the resources required during such extension and Sapiient will work to rectify the situation that is causing the extension as soon as possible.

1.2 In the event Sapiient's performance under any Work Schedule is delayed because of any act or omission of Client or any third parties hired by the Client to work on a Project (including, without limitation, Client's failure to meet delivery dates of required Client assistance listed in a Work Schedule, to deliver any material to be provided by the Client when and as required, or to perform any of its covenants or obligations thereunder, then for each day of extension caused by such delay, Sapiient shall be entitled to a one (1) day extension of the delivery dates set forth in the Work Schedule for Sapiient's performance. In addition, Client shall reimburse Sapiient for any fees and expenses incurred by Sapiient as a result of such delay if the delay causes Sapiient to extend its Services past the final delivery date set forth in the Work Schedule or requires Sapiient to add additional personnel to its team in order to meet the dates set forth on the related Work Schedule. Such fees will be reduced by fifty percent (50%) if the delay, hindrance or interference is caused by a Force Majeure Event affecting Client.

Appendix B
to Master Professional Services Agreement

Additional Terms and Conditions for Time & Material Projects

1. Price. The fees and expenses, if any, included on the applicable Work Schedule are estimates only. Unless otherwise provided on the applicable Work Schedule, fees do not include the cost of servers, third party software, office space utilised by Client developers, resources for production, technical or operations support, or any other materials mutually agreed by the parties to be purchased or licensed for the engagement. The final fees and expenses will be set forth on Sapien's final invoice to Client. If Sapien reasonably anticipates the aggregate fees and expenses to exceed the original estimate by more than ten percent (10%), then Sapien shall seek the Client's approval, which shall not be unreasonably withheld or delayed, and Sapien shall have the right to suspend work without liability and with a day-for-day extension of any subsequent deadlines until the Client shall have provided such approval or agreed upon a reduction in scope of Services.

2. Records. Sapien will maintain complete and accurate records of the work performed hereunder, the amounts invoiced and time worked. Such records will be in accordance with standard accounting practices and will include time logs. Client will have the right to inspect and audit Sapien's records at Sapien's place of business during normal business hours at a mutually acceptable time during each Project and for a period of one (1) year thereafter. Client agrees to give Sapien at least thirty (30) days prior written notice of its intent to inspect Sapien's records. Client may not exercise this inspection right more than two (2) times each calendar year.

Appendix C

to Master Professional Services Agreement

Additional Terms and Conditions for Software Development, Implementation or Integration Projects

Deficiency Resolution and Correction Process

During the development phase (or warranty phase, as applicable) of a Project, problems with Deliverables will be managed using Sapient's Technical Assistance Request ("TAR") process whereby problems identified by either Sapient or Client will be identified as a TAR, stored in a database and monitored using a tracker tool to manage progress towards resolution. Sapient's Project Manager and Client's Project Manager will review the status and priorities of each TAR, and Sapient shall be responsible for establishing priorities among TARs consistent with the Project Schedule. TARs will be assigned a priority level as follows:

P1 (Show Stopper/Critical): The Deliverable cannot provide core functionality unless the TAR is resolved

P2 (High): A major function of the Deliverable produces the wrong result and there is no acceptable work-around

P3 (Medium): The Deliverable is operable and a work-around exists

P4 (Low): Deliverable functionality is not affected, and only minor, cosmetic changes are required

FOR WEB SITE DEVELOPMENT PROJECTS

1. Upon Sapient's completion of its Services under a Work Schedule that relates to the creation or modification of Client's web site, Sapient has the right to require that such web site contain a notice that credits Sapient as the developer of the web site.

2. Client shall obtain the releases, licenses, permits and other authorisation to use copyrighted materials, copyrighted software code, artwork or any other property or rights belonging to third parties obtained by Client for use by Sapient in performing the Services for Client. Client is responsible for the accuracy, completeness and proprietary information concerning Client products that it furnishes to Sapient.

3. Client acknowledges and agrees that there are inherent limitations with secure transaction or data processing over the Internet. Client and Sapient will mutually agree in writing as to the security precautions that must be incorporated into the web site based on Client's determination of its required level of security. Provided that Sapient has implemented such precautions, any breaches of security or delays in transactions or data transmissions resulting from or relating to the web site following Client's Acceptance of the

web site is at Client's sole risk and Sapiant expressly disclaims any liability as to such delay or security breach.

4. Sapiant is not responsible for identifying, managing or resolving risks, liabilities or legal requirements relating to, and shall not incur any liability arising from, the business of operating the web site and the nature of the transactions conducted thereon, including without limitation any commercial transactions conducted thereon and any privacy issues.

Appendix D
to Master Professional Services Agreement

Dispute Resolution Process

The following procedures shall be used to resolve any disputes, claims or controversies (“Disputes”) between the parties as provided herein. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and be binding on the parties to the fullest extent permitted by law.

1. Discussion; Management. The parties shall first employ the full resources of the Executive Committee to resolve all Disputes expeditiously and informally. The Executive Committee shall be composed of the following representatives of the Client and Sapient:

Sapient:	Name: _____, Vice President
	Name: _____, Vice President or Director
Client:	Name: _____, Title: _____
	Name: _____, Title: _____

In the event that such Dispute cannot be resolved by the Executive Committee, the parties shall each involve an independent executive officer of the respective parties, each of whom shall review and discuss the Dispute between them and attempt to resolve it by agreement. If such Dispute cannot be resolved by the foregoing method within a reasonable period of time, the parties shall resort to the mediation procedure set forth below.

2. Mediation

2.1 Either party may submit a Dispute to mediation by providing written notice to the other party. In the mediation process, the parties will try to resolve their differences voluntarily with the aid of a single impartial mediator, who shall attempt to facilitate negotiations. The mediator shall be selected by agreement of the parties. If the parties cannot otherwise agree on a mediator within ten (10) days, a single mediator shall be designated by the Centre for Dispute Resolution, London or any successor organisation (“CDR”) at the request of a party. Any mediator so designated must not have a conflict of interest with respect to any party.

2.2 The mediation shall be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

2.3 The mediation shall be treated as a settlement discussion and therefore shall be confidential. The mediator may not testify for either party in any later proceeding relating to the Dispute. No recording or transcript shall be made of the mediation proceedings.

2.4 Each party shall bear its own costs and attorney's fees in the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

3. Arbitration.

3.1 If a Dispute has not been resolved within thirty (30) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the Dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the procedures in this Exhibit and the Rules of London Court of International Arbitration ("LCIA Rules"). In the event of a conflict, the provisions of this Appendix D shall control.

3.2 The arbitration shall be conducted before a single arbitrator, regardless of the size of the Dispute, to be selected as provided in the LCIA Rules. Any issue concerning the extent to which any Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Arbitration Act 1996 and resolved by the arbitrator. No potential arbitrator may serve unless he or she has agreed in writing to abide and be bound by these procedures.

3.3 Unless provided otherwise herein, the arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator shall have no power to award (a) damages inconsistent with this Agreement or (b) punitive damages or any other damages not measured by the prevailing party's actual damages or (c) attorney's fees, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

3.4 No discovery shall be permitted in connection with the arbitration unless it is expressly authorised by the arbitrator upon a showing of substantial need by the party seeking discovery.

3.5 All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

3.6 The result of the arbitration shall bind the parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each party shall bear its own costs and attorney's fees of the arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties.

Exhibit 1
Form of Work Schedule

WORK SCHEDULE NUMBER _____

This Work Schedule ____ (“Work Schedule”), effective as of _____, is entered into pursuant to the _____ (the “Master Agreement”) dated _____, 200____, by and between _____ (“_____” or “_____”) and Sapient International GmbH (“_____” or “Sapient”), all of the terms of which are hereby incorporated herein by reference. Any terms used herein but not defined shall have the meaning ascribed to such terms in the Master Agreement.

1. Project Name and Overview

A. Project Name

_____ (the “Project”)

B. Project Overview (including measurable business results)

[insert brief summary of Project]

2. Project Schedule

[provide Project start and anticipated end dates, and specify any other expected key dates; insert or attach high-level plan if applicable]

3. Location(s) of Services

[specify where work will be done]

4. Project Scope and Sapient Activities

A. Scope

[specify scope, preferably by attaching scope matrix when applicable; consider whether it makes sense break down scope in three categories: in scope, not in scope, scope to be determined with process and schedule for determination]

B. Sapient Activities

[specify Sapient’s activities/services on the Project]

5. Deliverables

[list all deliverables, format of deliverables, and delivery dates]

6. Client and Third Party (if any) Responsibilities

A. Client Responsibilities

[list all client responsibilities, and dates as applicable]

B. Third Party Responsibilities (as applicable)

[list all third party (if any) responsibilities, and dates as applicable]

7. Assumptions

In order to ensure that there are no misunderstandings regarding the scope of the Project, the following are the assumptions upon which Sapient has based its fees for the services to be performed under this Work Schedule. In the event that any unmet assumption (or requested increase in Project scope) extends project timelines (with resulting additional costs to Sapient), or requires Sapient to incur additional costs (including without limitation professional fees and expenses) in order to deliver Project deliverables and services within agreed-upon timeframes, Sapient shall have no obligation to perform additional work caused by such unmet assumptions or requested scope increases absent mutually acceptable changes to the project timeline and/or its fees (see Section _____ of Master Agreement).

[LIST ALL ASSUMPTIONS REGARDING SCOPE OF PROJECT AND DELIVERABLES; THESE SHOULD PRIMARILY CONCERN SCOPE/OUT-OF-SCOPE ISSUES; *CLIENT RESPONSIBILITIES* SHOULD BE LISTED IN SECTION 5]

8. Acceptance

A. ACCEPTANCE PROCESS

[SPECIFY PROCESS FOR THIS PROJECT]

B. ACCEPTANCE CRITERIA

[ACCEPTANCE CRITERIA MUST BE CONCRETE AND OBJECTIVE; WHEREVER POSSIBLE THEY SHOULD NOT BE SUBJECT TO DISCRETION OR BE DETERMINED LATER]

9. Warranty

10. Project Managers

A. Project Managers

The following Project Managers shall be the principal point of contact for communications related the Project:

Client:

Sapient:

11. Sapient-Supplied Equipment (if any)

[specify items, costs, and party responsible for payment with payment terms]

12. Fees and Payment [for fixed price projects only; if work is T&M, use alternate section 12 below]

A. Professional Fees

Sapient's fixed fee (the "Fee") for services performed under this SOW will be _____.

B. Expenses

Pursuant to Section ____ of the Master Agreement, Sapient shall be reimbursed by _____ for reasonable out-of-pocket expenses incurred in providing its services.

C. Invoicing Schedule

Amount	Invoice Date/Milestone Event
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]
Out-of-pocket expenses	Invoiced monthly

12. Fees and Payment [for T&M projects only—if work is fixed price, see alternate section 12 above]

A. Professional Fees

Sapient will be engaged on a time & materials basis for this Project. Sapient's professional fees ("Fees") are estimated to be _____. All prices stated are exclusive of VAT as defined in the Master Agreement.

B. Rates

[insert role/rate information]

C. Expenses

Pursuant to Section ____ of the Master Agreement, Sapient shall be reimbursed by Client for reasonable out-of-pocket expenses incurred in providing its services.

D. Invoicing Schedule

Fees and expenses will be billed monthly.

13. Invoice and Payment Addresses

A. Invoicing Address

Sapient shall send all invoices to:

[insert client invoicing info & vat number]

B. Payment Address

Client shall send all payments to:

Bank Name: UBS AG
Swift Code: UBSWCHZH80A
Account Number: 0230-434506.62W
IBAN: CH63 0023 0230 4345 0662 W

Each party acknowledges that it has read this Work Schedule, understands it, and agrees to be bound by its terms and conditions.

AGREED TO AND ACKNOWLEDGED:

SAPIENT INTERNATIONAL GMBH

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____