

Master Services Agreement

1. PERFORMANCE BY INFOSYS

1.1 Work Order:

All Services to be performed and any related Deliverables to be provided by Infosys shall be in accordance with the applicable the Work Order executed by the parties. Each Work Order shall be executed by an authorized representative of each party and shall be incorporated herein as a part of this Agreement.

1.2 Change Orders.

If Customer desires to modify the scope of the Services to be performed or the Deliverables to be provided under a Work Order, Customer shall provide a detailed description of such proposed modifications. Within fifteen (15) days of Infosys's receipt of such proposal (or other period of time as agreed by the parties), Infosys shall in good faith develop and deliver to Customer a change order (each a "Change Order") setting forth the revised Work Order and the Services and Deliverables to be provided by Infosys and any other relevant changes to the applicable Work Order, including without limitation, any changes to the charges and the schedule for performance and delivery of the Services and Deliverables. Upon execution of the Change Order by an authorized representative of each party, such Change Order shall be effective and shall become a part of the Work Order. In the event the parties do not agree to the terms of a Change Order, the Work Order shall continue in effect as originally executed by the parties. Infosys may also propose changes to the scope and/or compensation under a Work Order and Customer shall consider such proposed changes in good faith.

1.3 Project Manager.

- (i) Infosys shall designate for each Work Order a "Project Manager" who will serve as the liaison between Customer and Infosys with respect to the Services and Deliverables to be provided under such Work Order. The Infosys Project Manager shall: (i) have day-to-day responsibility for supervising the performance of Infosys's obligations under the relevant Work Order; and (ii) have responsibility for seeking all necessary approvals to commit Infosys to any course of action, undertaking, obligation or responsibility in connection with Infosys's performance of the relevant Work Order.
- (ii) Customer shall designate for each Work Order a "Project Manager" who will serve as the liaison between Customer and Infosys with respect to the Services and Deliverables to be provided under such Work Order. The Customer Project Manager shall: (i) have day-to-day responsibility for supervising the performance of Customer's obligations under the relevant Work Order; and (ii) have responsibility for seeking all necessary approvals to commit Customer to any course of action, undertaking, obligation or responsibility in connection with the execution of the relevant Work Order.

1.4 Review and Testing of Deliverables.

- (i) Unless otherwise set forth in the applicable Work Order, Customer shall have ten (10) business days following the date on which Deliverables are delivered to it by Infosys to complete testing of the Deliverables (the "Acceptance Period"). If this test establishes that the Deliverables do not materially conform to the acceptance criteria set forth in the Work Order, Customer shall forthwith notify Infosys and Infosys shall, within a reasonable time, modify or otherwise improve the Deliverables in a reasonable effort to make them conform to the acceptance criteria.
- (ii) If no written notification of material non-conformance is received by Infosys within ten (10) business days from commencement of the Acceptance Period or if the Deliverables are utilized (for purposes other than testing) by Customer, the Deliverables shall be deemed accepted by Customer.
- (iii) If Customer notifies Infosys in writing of any material non-conformance in the Deliverables, and Infosys is unable to remedy any non-conformance despite five (5) attempts to do so, Customer's sole and exclusive remedy shall be to reject the defective Deliverables and to recover from Infosys the full amount paid by Customer to Infosys for the defective Deliverables.
- (iv) The provisions of this Section 2.4 shall only be applicable to Deliverables provided on a fixed price basis. Deliverables provided on a time-and materials basis shall be deemed accepted upon delivery.

1.5 Third Party Components.

The parties shall specify in each Work Order any Third Party Material to be utilized for, incorporated into or provided as part of any Services performed or Deliverables provided under such Work Order. Unless expressly stated otherwise in the applicable Work Order, Customer shall be responsible for obtaining at its own expense all rights, licenses and consents necessary for the parties to use such Third Party Materials.

1.6 Technology and Equipment.

Except as otherwise provided in the applicable Work Order:

- (a) Infosys shall provide, at Infosys's cost and expense, the generic software required in connection with its performance of the Services at Infosys's locations in India.
- (b) Customer shall provide, at Customer's sole cost and expense all non-generic software, any and all hardware or software to be utilized outside of India and other technology assets or facilities required for the performance of the Services by Infosys.

1.7 Problem Management and Escalation:

- (i) Any bona fide problem with the Services or Deliverables identified by Customer as being attributable to the Infosys shall be brought to the attention of Infosys's Project Manager. In the event such problem is not resolved by Infosys's Project Manager to Customer's reasonable satisfaction within 10 days of notification by Customer, such problem shall be escalated to the Infosys executive to whom Infosys's Project Manager reports. In the event that such problem is not resolved by such Infosys

executive to Customer's reasonable satisfaction within 10 days of escalation to such executive, such problem shall be escalated to an appropriate senior executive of Infosys. In the event such problem is not resolved by such Infosys senior executive to Customer's reasonable satisfaction within 10 days of escalation to such senior executive, both parties shall resolve the dispute in accordance with the dispute resolution mechanism specified in Section 17.8.

- (ii) Any bona fide problem with the execution of the Work Order identified by Infosys as being attributable to the Customer shall be brought to the attention of Customer's Project Manager. In the event such problem is not resolved by Customer's Project Manager to Infosys's reasonable satisfaction within 10 days of notification by Infosys, such problem shall be escalated to the Customer executive to whom Customer's Project Manager reports. In the event that such problem is not resolved by such Customer executive to Infosys's reasonable satisfaction within 10 days of escalation to such executive, such problem shall be escalated to an appropriate senior executive of Customer. In the event such problem is not resolved by such Customer senior executive to Infosys's reasonable satisfaction within 10 days of escalation to such senior executive, both parties shall resolve the dispute in accordance with the dispute resolution mechanism specified in Section 17.8.

1.8 Reports:

Not less frequently than quarterly, Infosys and Customer shall conduct a meeting (via conference call or other method as agreed by the parties) to review matters regarding operations, security, billing, the general relationship and other subjects that relate to Infosys's provision and Customer's receipt of the Services. Customer and Infosys shall deliver to the other the items that it would like to discuss at the relevant meeting at least five (5) days prior to the meeting date, it being understood that additional issues may be subsequently added to the agenda by each party as such party deems appropriate. The quarterly review meetings shall be attended by both parties Project Managers and any other appropriate qualified personnel relevant to the issues to be addressed based on the agendas proposed by the parties. In addition to the quarterly review meetings described above, Infosys agrees to communicate with Customer via conference call within such periods as reasonably requested by Customer to discuss status, workflow, operational issues and other matters that relate to Infosys's provision of the Services; provided that, if any Infosys personnel are required to travel to any location other than where they are currently performing Services, Customer shall bear all expenses related thereto.

2 OBLIGATIONS OF THE CUSTOMER

- 2.1 Customer shall pay Infosys for its performance of Services and the Deliverables provided in accordance with the terms and conditions of this Agreement and in accordance with the charges set forth in the applicable Work Order.
- 2.2 Customer shall promptly provide Infosys with a complete library of necessary source code and documentation if the Services that Infosys is required to perform under this Agreement include modification of existing software.

2.3 Customer shall cooperate fully with Infosys's performance of Services and shall promptly respond to Infosys's request for any hardware, software, Third Party Materials or information that Infosys reasonably determines is necessary to perform the Services. These items shall be provided on loan by Customer. All hardware and software provided by Customer on a loan basis will be returned to Customer after the project is completed in the same condition it was delivered, reasonable wear and tear excepted. Customer shall be responsible for the shipping, handling, insurance, and annual maintenance costs of all loaned hardware and software.

2.4 Infosys shall not be liable for any delay in performance of Services or any breach of the Agreement or the relevant Work Order to the extent that such delay or breach results from or is attributable to delay on the part of Customer in providing any facilities, hardware software or information, as applicable.

2.5 Customer shall cooperate with Infosys, including by making available management decisions, information, access to personnel, approvals and acceptances, as reasonably requested by Infosys so Infosys may accomplish its obligations and responsibilities under any Work Order.

3 PAYMENT TERMS

3.1 Customer shall pay Infosys the charges as detailed in the relevant Work Order for the Services and Deliverables provided by Infosys under such Work Order. Unless otherwise agreed, Infosys will invoice Customer per man-day, where a man-day performed onsite shall consist of 8 hours and a man-day performed offshore shall consist of 8.8 hours.

3.2 Any person or entity, within the definition of the term "Infosys" as provided in this Agreement, and which renders Services and/or Deliverables to Customer, shall be entitled to raise invoices upon Customer for such Services.

3.3 Infosys will raise all the invoices in electronic form and payment shall be made by Customer in accordance with the instructions provided on Infosys's invoice. Invoices shall be paid within thirty (30) days of the date of the invoice. The Customer shall be liable for payment of interest at the rate of 1.5% per month for payments which are delayed beyond the payment period referred to in this Section.

3.4 For Services rendered on a time-and-materials basis, the rates shall be as set forth in the attached rate card and invoices will be raised on a monthly basis. The rates in the rate card shall be valid for a period of one (1) year. The new rates shall be effective as of the first day of the first calendar month after the anniversary date.

4.5 Customer shall reimburse Infosys for reasonable expenses incurred while performing Services, provided prior approval for such expenses is obtained from Customer. In addition, Customer shall pay for any business-related travel to and from the primary place of work for on-site Infosys employees pursuant to the same travel allowance guidelines Customer has in effect for its own employees.

4 TAXES

Notwithstanding anything contained in any other clause in this Agreement, rates, charges or fees specified in this Agreement are exclusive of all transaction taxes.

- 4.1 Customer shall bear all transaction taxes on the services (or goods) provided hereunder (including, but not limited to, sales, excise, use, value added, goods and services, service, provincial sales tax, harmonized sales tax, PIS, COFINS, ISS, consumption and business taxes, and similar taxes) and any stamp tax or similar taxes payable on conclusion of contracts or issue of purchase orders, statements of work and similar documents. Infosys shall state applicable transaction taxes on its invoice and pay all collected taxes to the appropriate taxing authority. Infosys shall not charge transaction taxes if Customer, to the satisfaction of Infosys, provides an exemption certificate acceptable to the taxing authorities. Customer confirms to separately state the invoicing location and beneficiary location for any services provided under any Work Order or any other document issued pursuant to the terms of this agreement. If Infosys has not charged any transaction taxes and the tax authorities subsequently opines that Infosys should have charged such taxes, Customer shall pay such taxes (including any interests, levies and penalties) as required by the authorities.
- 4.2 Customer may withhold income taxes as applicable to the country of invoicing on the amounts payable to Infosys if required by law, except to the extent Infosys submits a certificate of exemption from / reduced withholding. Customer shall remit the withholding taxes to the tax authorities and enable Infosys to claim a tax credit by providing an appropriate and timely certificate of withholding. If Infosys is unable to claim credit due to delay in providing such certificate by the Customer or deficiencies in such certificate, then Customer shall reimburse the previously withheld taxes to the Infosys.
- 4.3 Each party shall bear (a) taxes on its net income, assets, capital, or property or equipment it owns, (b) employee taxes (employer's responsibility for income tax withholding and social security taxes); and (c) real / personal property taxes. Customer shall bear property taxes on property or equipment used by Infosys specifically at the request of the Customer to provide services to Customer.
- 4.4 The parties shall cooperate (a) to determine, and lawfully reduce, their respective tax liabilities (including by providing resale / exemption certificates, information related to out-of-state/country sales or use of hardware and other reasonably requested information); and (b) in the event of enquiries or audits by a tax authority on inter-party transactions.
- 4.5 Liability on account of taxes not covered herein shall be mutually agreed. Unless otherwise agreed in the above clauses, the party that is liable for payment of any tax upon which interest and penalties are imposed shall bear such interest and penalties.

5 COMPLIANCE WITH LAWS

- 5.1 Each party shall, as applicable, comply with all laws and regulations specifically applicable to their provision or receipt of Services and Deliverables under this Agreement.
- 5.2 Notwithstanding anything to the contrary stated in this Agreement, Customer shall be responsible for notification to Infosys of all laws, regulations, government or regulatory approved codes of practice or orders and all similar or analogous requirements, that are applicable to the business of Customer in any jurisdiction that the Services are provided to or in respect of ("Applicable Laws") prior to the

execution of the applicable Work Order. Further, promptly upon becoming aware of the same, Customer shall inform the Infosys of any changes or proposed changes to such Applicable Laws

- 5.3 In the event that there are any changes in law or regulations including but not limited to changes in Applicable Law which adversely affect Infosys's ability to render the Services and Deliverables under any Work Order (a "Regulatory Change") the parties shall upon mutual agreement amend the applicable Work Order (using the Change Order mechanism) in order to enable Infosys to render the required Services and Deliverables in accordance with applicable law and regulations as amended.

6 PERSONNEL

- 6.1 Infosys shall assign Infosys Personnel to perform the Services who are properly trained and qualified for the Services they are to perform.
- 6.2 Infosys shall cause all personnel who perform Services at Customer's premises to comply with all rules and policies of Customer, which are applicable on the premises of Customer. Customer shall provide Infosys with written notice of such rules and policies prior to execution of the applicable Work Order and upon any amendment to the same during the term of Work Order.
- 6.3 All personnel of Infosys who are based on-site at Customer's premises shall be perform Services solely for the benefit of Customer, and shall not provide Services to other entities from Customer's premises.
- 6.4 Except as otherwise expressly agreed to by Infosys in writing, during the term of this Agreement and for a period of one (1) year following its termination or expiration, Customer agrees not to directly or indirectly or through third parties solicit or hire for employment any of Infosys's current or previous employees (unless a period of twelve months has elapsed from the last date that the employee was employed by Infosys).

7 FACILITIES

- 7.1 The Infosys shall provide the required Services under each Work Order either on-site at the Customer's premises or off-site as may be detailed in the relevant Work Order. The Infosys shall be entitled to provide off-site services from its development centers at India, China, Canada and Mauritius, and such other development centers it may establish.
- 7.2 In the event that the Infosys is required to provide the Services on-site, the Customer shall provide the Infosys and its personnel all facilities that may be reasonably required by the Infosys for the Infosys to provide the Services, including but not limited to including, without limitation, computing resources, communication facilities, clerical support and reprographic facilities. Customer shall ensure an appropriate ergonomic environment for Infosys's personnel working on-site. The Customer's facilities shall be made available to Infosys on an „as is, where is" basis. The use of the Customer facilities by Infosys shall not constitute a leasehold or other property interest in favor of Infosys or any exclusive right to occupy or use the said facilities transfer any title in the facilities to Infosys.

7.3 Infosys shall use the Customer facilities for the sole purpose of providing the Services. Infosys shall not permit any person to use the facilities other than Infosys Personnel without Customer's prior written permission, which Customer acting in its sole discretion may withhold. Infosys shall permit the Customer and its agents and representatives to enter into the Customer facilities occupied by the Infosys at any time.

Save as otherwise provided herein, Infosys shall provide all space and equipment that is necessary to provide the Services at its own or other facilities.

7.4 Where Infosys is to provide the Services off-site Infosys shall provide the security measures and safeguards to guard against the destruction, loss or alteration of any Customer property or Customer data that is maintained or stored at the Infosys Facilities

8 OWNERSHIP OF SOFTWARE

8.1 Where the Services under any Work Order issued pursuant to this Agreement consist of modifications or enhancements to Customer's existing system, including but not limited to maintenance, conversion, or reengineering services, the computer code and other literary elements comprising the Deliverable shall be the sole and exclusive property of the Customer. Any title or license to the Deliverable shall vest with Customer upon payment in full for such Deliverable.

8.2 Notwithstanding the above, the Customer acknowledges that all or part of the Services may contain general know-how and prior intellectual property of Infosys, which is used or useable in connection with the providing of products and services by Infosys to other persons, firms and entities. Accordingly, Customer agrees that Infosys may use all such know-how and prior intellectual property in connection with the providing of products and services to others. Further, Customer acknowledges that all rights in such general know-how and prior intellectual property, including but not limited to utility routines, generalized interfaces, algorithms, ideas, techniques, concepts, proprietary processes, tools, methodologies and improvements thereon shall continue to vest solely in Infosys.

8.3 In the event that any general know-how and prior intellectual property of the Infosys is embedded as a part of the Deliverables, Infosys grants to Customer a non-exclusive, non-transferable, perpetual license to use such know-how and prior intellectual property that are embedded in such Deliverable and form an integral of such Deliverable to enable Customer's use of such Deliverables. Nothing contained in this Clause 9.3 shall be construed to grant the Customer any right to use or exploit such prior intellectual property in its stand-alone form.

8.4 Provided that Infosys makes no use of Customer's intellectual property or Confidential and Proprietary Information, nothing in this Agreement shall be construed so as to preclude Infosys from developing any software that is competitive with that prepared for Customer hereunder, irrespective of whether such software is similar in functionality or design or is otherwise related to the Deliverables developed by Infosys for Customer pursuant to this Agreement.

8.5 The Customer acknowledges that the Deliverables may include third party software. Nothing in this Agreement or any Work Order issued hereunder shall be construed to grant the Customer rights to such third party software and it shall be the sole

responsibility of the Customer to obtain the requisite licence. The Infosys shall reasonably cooperate with the Customer, at Customer's cost and expense, to secure appropriate licenses.

9 CONFIDENTIALITY

- 9.1 "Confidential and Proprietary Information" as used in this Agreement shall mean any and all technical and non-technical information, including but not limited to business plans, business forecasts, research, financial information, procurement requirements, purchasing requirements, manufacturing, customer lists, sales and merchandising efforts, marketing plans, experimental work, development, design details, specifications, engineering, patents, copyrights, trade secrets, proprietary information, methodologies, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae in any way related to the current, future and proposed business, products and services of either of the parties.
- 9.2 Confidential and Proprietary Information may be information disclosed to the receiving party either orally, visually, in writing (including graphic material) or by way of consigned items. The receiving party shall take reasonable security precautions, including precautions at least as great as it takes to protect its own confidential information, to protect the secrecy of Confidential and Proprietary Information. The receiving party shall only use the Confidential and Proprietary Information for the purpose of providing or receiving the Services, as applicable. The receiving party may disclose Confidential and Proprietary Information only to its employees or consultants on a need-to-know basis. The receiving party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement. Except as provided in Section 10.3 below, the party which receives any Confidential and Proprietary Information from the other party agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such information, and shall not make use of such information, without the prior written consent of the disclosing party.
- 9.3 Information shall not be deemed Confidential and Proprietary Information if it is: (i) publicly available prior to this Agreement or becomes publicly available without a breach by the receiving party; (ii) rightfully received by the receiving party from a third party without accompanying confidentiality obligations; (iii) already in the receiving party's possession and was lawfully received from sources other than the disclosing party; (iv) independently developed by the receiving party; or (v) approved by the disclosing party for release.
- 9.4 The Infosys shall have and hereby reserves the right to disclose Confidential and Proprietary information, on request, to Governmental or statutory authorities without an obligation to notify the Customer if such notification is prohibited by applicable law. The Infosys shall make reasonable efforts in this regard, to seek permission from above mentioned authorities to disclose such information request to the Customer.
- 9.5 The secrecy of the Confidential and Proprietary Information disclosed pursuant to this Agreement shall be maintained for a period of five (5) years following disclosure thereof.

- 9.6 In case of breach, the affected party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.
- 9.7 Each disclosing party understands that the receiving party may currently or in the future be developing internally or receiving information from other parties that may be similar to the disclosing party's Confidential and Proprietary Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products or provide services, or have products developed for it or receive services that, without violation of this Agreement, compete with the disclosing party's Confidential and Proprietary Information.
- 9.8 On termination of this Agreement, each party agrees to promptly deliver to the other party all Confidential and Proprietary Information of the other party then in such party's possession. Neither party shall retain any Confidential and Proprietary Information of the other party.

10 WARRANTIES

- 10.1 As of the Effective Date of this Agreement and upon entering into each Work Order, each party warrants that:
- (a) it is a corporation duly incorporated, validly existing and in good standing under the laws of the state or country in which it was incorporated;
 - (b) it has all necessary corporate power and authority to enter into this Agreement and each of the Work Orders and that the execution, delivery and the consummation of the transactions contemplated thereby have each been authorized by all necessary corporate action and do not violate any judgment, order, or decree;
 - (c) the execution, delivery, performance and consummation of the transactions contemplated by this Agreement and any Work Order do not and will not constitute a material default under any contract by which it or any of its material assets are bound.
- 10.2 Infosys warrants to Customer that it will provide the Services and Deliverables in accordance with generally accepted industry standards and practices. INFOSYS AND CUSTOMER AGREE THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR NON-CONFORMING SERVICES AND DELIVERABLES SHALL BE REPLACEMENT/RE-PERFORMANCE BY INFOSYS, OR, AT INFOSYS'S OPTION, REFUND OF THE FEES PAID FOR SUCH NONCONFORMING SERVICES AND DELIVERABLES.
- 10.3 Customer warrants and represents that it is the lawful owner or licensee of any proprietary material (including but not limited to hardware, software and specifications) provided to Infosys for the performance of the Services contemplated hereunder; such proprietary material has been lawfully developed or acquired by Customer and Customer has the right to permit Infosys access to and use of such proprietary material.

- 10.4 Notwithstanding anything to the contrary in this Agreement or any Work Order, in no event shall Infosys be responsible for any failure to perform in accordance with the requirements of this Agreement or a Work Order to the extent such failure results from: (i) the acts or omissions of Customer or any agent, employee or contractor of Customer; (ii) hardware, software or system failures not attributable to Infosys's negligence; or (iii) a force majeure event as contemplated under Section 17.2 of this Agreement; (iv) change to the technical environment in which the Deliverables operate.
- 10.5 Except as expressly set forth in this Agreement, Infosys hereby disclaims all warranties and conditions, whether express, implied, statutory or otherwise, including those related to satisfactory quality, merchantability and fitness for particular purpose, with respect to the Services and Deliverables provided under this Agreement and/or Work Orders issued hereunder and all components and elements thereof. Infosys does not represent or warrant that Services or Deliverables, including but not limited to software, will be error or bug free or that the software will function without interruption or that any of the Services or Deliverables are designed to meet Customer's business requirements.

11 INDEMNITY

- 11.1 Infosys shall indemnify, defend and hold harmless Customer against all liability, claims, costs, losses, damages, and expenses incurred by Customer arising from or related to any claim, suit, or action brought against Customer by a third party for infringement of such third party's copyright, or European Union patent by any Deliverable designed and provided by Infosys to Customer under this Agreement. Infosys shall have sole control and authority over the defense and/or settlement of such a claim, suit or action, including the right, at its sole discretion to (i) procure for Customer the right to use the infringing Deliverable, (ii) replace the infringing Deliverable with a non-infringing, functionally equivalent one, (iii) suitably modify the infringing Deliverable so that it is non-infringing, or (iv) accept return of the infringing Deliverable and refund a pro-rata portion (based on a five-year straight line depreciation commencing upon delivery) of any fees paid by Customer to Infosys with respect to such Deliverable.
- 11.2 Customer shall be obligated to give Infosys prompt written notice of, and the parties shall cooperate in, the defense of any claim, suit or action, including appeals and negotiations. This indemnity shall not extend to any claim of infringement to the extent resulting from: (i) Customer's specifications, (ii) modification of the Deliverables unless made by Infosys, (iii) use or incorporation of the Deliverables in a manner for which they were not designed; or (iv) use or combination of the Deliverables with items not provided by Infosys. ANY CLAIM FOR INDEMNIFICATION UNDER THIS SECTION 11.1 MUST BE BROUGHT WITHIN ONE (1) YEAR OF DELIVERY OF THE INFRINGING DELIVERABLE. AFTER SUCH TIME PERIOD, THIS INDEMNIFICATION PROVISION SHALL TERMINATE AND HAVE NO FURTHER FORCE OR EFFECT. THE INDEMNITY SET FORTH IN THIS SECTION 11.1 STATES
INFOSYS'S ENTIRE OBLIGATION AND LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE
DELIVERABLES.
- 11.3 Customer shall, at its own expense, indemnify the Infosys from and against any action brought against Infosys by third parties for infringement or misappropriation of a third party's copyright, patent, trade secret or other intellectual property rights by

any intellectual property provided by Customer to Infosys under this Agreement, and shall pay any damages or settlement assessed against Infosys under such a claim. Infosys shall be obligated to give Customer prompt written notice of, and the parties shall cooperate in, the defense of any claim, suit or action, including appeals and negotiations. This indemnity shall not extend to any claim of infringement or misappropriation resulting from the Infosys's modification of such intellectual property other than for the performance of the Services. Except as specified above, Customer shall not be liable for any costs or expenses incurred without its prior written authorization.

12 LIMITATION OF LIABILITY

12.1 Subject to Section 12.3, the total, cumulative liability of Infosys to the Customer (including its Affiliates [and the Service Recipients] under or in connection with this Agreement and all Work Orders, whether in contract, tort (including negligence) or otherwise, shall be limited to the amounts paid by Customer to Infosys in accordance with the Work Order / Work Orders under which liability is incurred in the twelve (12) months immediately preceding the event causing such liability. In each case any amounts paid by Infosys for any earlier claim(s) shall be taken into account to reduce the amount to the liability cap available for later claims.

13.1 Subject to Section 12.3, notwithstanding anything to the contrary in this Agreement or any Work Order, in no event shall either party be liable for the following loss or damage arising out of or in connection with this Agreement, howsoever caused and whether or not the other party has been advised of the possibility of such damages:

- a) any loss of profits, revenue or contracts or loss of anticipated savings;
- b) loss or corruption of business information or data;
- c) loss of goodwill;
- d) any indirect, special, incidental, consequential or punitive damages;

Nothing in this Section 12 shall limit or exclude the Customer's obligation to pay the charges.

13.2 Nothing in this Agreement shall limit or exclude a party's liability for fraud, personal injury (including death) caused by that party's negligence or for any other liability that by law cannot be excluded or limited.

13.3 The limitation of liability provisions set forth in sections 12.1 and 12.2 above are a material part of the bargain. Customer acknowledges that Infosys would not be willing to enter into this Agreement without such provisions.

13 TERM

This Agreement shall become effective on the Effective Date and shall continue for a period of _____ unless terminated sooner in accordance with the provisions of this Agreement. Obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

14 TERMINATION

14.1 Either party has the right to terminate this Agreement or the relevant Work Order if the other is in material breach or default of any material obligation hereunder which breach or default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).

14.2 Either party may terminate this Agreement by written notice to the other if (i) the other party becomes insolvent or admits a general inability to pay its debts as they come due or (ii) makes an assignment for the benefit of creditors or (iii) a petition under any bankruptcy act is filed by the other party or such a petition is filed by any third party or (iv) an application for a receiver of the other party is made by anyone and such petition or application is not dismissed within one hundred and twenty (120) days or (v) such party sells all or substantially all of its assets. In the event that any of the above events occurs, that party shall immediately notify the other party of its occurrence.

14.3 Either party may terminate this Agreement or a Work Order without cause, by providing the other with written notice of not less than sixty (60) days, unless a different notice period is set forth in the Work Order. In the event of such termination, Customer shall pay Infosys all amounts due for Services rendered up to the effective date of termination including for works in progress. In cases where the Customer terminates under this section, the Customer shall pay the Infosys a termination for convenience fee.

14.4 The termination of this Agreement shall not affect the completion of any Work Order, which is in progress; and such Work Order shall continue to be governed by the terms and conditions of this Agreement, unless it is expressly terminated along with the Agreement or is terminated separately in accordance with the provisions of this Agreement.

14.5 Upon the termination of this Agreement by either party, or its expiration, each party forthwith shall return to the other all papers, materials and other property of the other held by it in connection with the performance of this Agreement; provided, however, that if Customer terminates because Infosys is in default or unable to perform, Customer shall have the right to keep such papers, materials and other properties until such time as Customer has found a comparable replacement for Infosys.

14.6 Following termination of this Agreement or Work Order by either party, Customer shall pay to Infosys charges for all Services and Deliverables provided to Customer up to the effective date of termination including for works in progress.

15 NOTICES

All notices to be given in connection with this Agreement shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party as agreed

Either party may change such address by notice to the other party.

16 GENERAL PROVISIONS

- 16.1 Non-Waiver and Amendment. No amendment, alteration, or modification, of this Agreement shall be binding unless made in writing and signed by both Customer and Infosys. The failure of either Customer or Infosys at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
- 16.2 Force Majeure: Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement or any Work Order as a result of natural disasters, actions or decrees of governmental bodies, communication line failures not the fault of the affected party, or any other delay or failure which arises from causes beyond a party's reasonable control (hereafter referred to as a "Force Majeure Event"). If a Force Majeure Event arises, the party whose performance has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, the obligations of the affected party under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice terminate this Agreement or the relevant Work Order. A Force Majeure Event shall not relieve Customer of its payment obligations for Services and Deliverables actually rendered by Infosys.
- 16.3 Assignment. Infosys shall have the right to assign or subcontract any of its rights or obligations under this Agreement. If any of its obligations under this Agreement are assigned or subcontracted, Infosys shall take reasonable steps to ensure that its assignee or subcontractor observe and enforce the confidentiality requirements of this Agreement. Customer shall not assign any of its rights or obligations under this Agreement without the prior written consent of Infosys. Any assignment in contravention of these terms and conditions shall be null and void. Infosys may terminate this Agreement upon any dissolution or change in form of Customer.
- 16.4 This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns and no other person or entity shall have or acquire any right by virtue of this Agreement.
- 16.5 Independent Contractors. It is expressly understood that Infosys and Customer are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.
- 16.6 Customer Name. This Agreement allows Infosys to include Customer's name in a general listing of Infosys customers. The general listing will include any details about specific projects. With Customer's prior written consent, which shall not be unreasonably withheld, Infosys may prepare case studies from time to time which provide specific details about the services being provided to Customer.
- 16.7 Severability: If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provision, or portions of them, will not be affected.

- 16.8 **Dispute Resolution and Arbitration:** In the event of any dispute arising out of or in connection with this Agreement or any Work Order issued hereunder, the parties will attempt in good faith to resolve such dispute through negotiations between them. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the United Nations Commission and International Trade Law (UNCITRAL) as in effect on the Effective Date of this Agreement (the "UNCITRAL Rules"). Such disputes will be resolved by majority decision of three (3) arbitrators as determined under the UNCITRAL Rules. Each party will appoint one (1) arbitrator within thirty (30) days of a request by the other party for arbitration pursuant to this Section 2.7. The third arbitrator will be appointed by the arbitrators appointed by the parties within thirty (30) days of the selection of the second arbitrator. The third arbitrator will serve as chairman of the arbitration. The seat of arbitration will be the metro London, England. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.
- 16.9 **Governing Law.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by laws of England, excluding any laws that direct the application of another jurisdiction's laws. The parties hereby submit to the exclusive jurisdiction of the English courts. The parties hereby acknowledge and agree that all of the following provisions shall not apply to this Agreement and each party hereby waives any and all rights arising under these provisions: (i) the United Nations Convention on Contracts for the International Sales of Goods; (ii) the Commercial Code of California and like statutes of any other jurisdiction; and (iii) the Uniform Computer Information Transactions Act ("UCITA").
- 16.10 **Exclusion of third party rights.** With the exception of Affiliates of the Infosys, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or any subsequent amendments to such Act. Any amendments to this Agreement shall not require the consent of any third party.
- 16.11 **Entire Agreement.** This Agreement, including the Annexures attached hereto, sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto. Neither party has relied on any representation not expressly set out in this Agreement. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, annexure, Work Order, or other incorporated writing, the provision of this Agreement shall prevail.
- 16.12 **Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.**
- 16.13 **Acceptance of Facsimile Signature.** The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement (including Work Orders) will be considered

signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

16.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

16.15 Headings: The section headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

Provisions relating to employees

1 Definitions

1.1 **"Affected Employees"** means employees of Customer and/or a contractor to Customer and/or any third party who are engaged in the supply of the Services (or services which are equivalent or identifiably similar to the Services) to Customer either prior to, at or after the Commencement Date and shall include persons who have ceased to be employed by Customer and/or a contractor to Customer and/or any third party;

"ARD" means the Council Directive 2001/23/EC of the Council of the European Union on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses of 12 March 2001, O.J. L82, p.16 (22 March 2001), as amended from time to time, including national implementing legislation enacted by relevant EU Member States to implement such directive, as such legislation is amended from time to time and also including laws made in any other country not in the European Union that have equivalent or similar rules (in whole or part) as are contained in the said Directive;

"New Supplier" means a supplier (who is not the Supplier) who supplies the Services (or services which are equivalent or identifiably similar to the Services) in succession to the Supplier on expiry of this Agreement or the earlier cessation of the Services or, on the partial cessation of the provision of any part of the Services by the Supplier, any successor to the Supplier in the provision of Services which are equivalent or identifiably similar to the part of the Services which are to cease to be provided by the Supplier;

"Relevant Date" means the date or dates on which any cessation or partial cessation of the provision of Services by the Supplier takes effect;

"Supplier" means Infosys as described above

2 Commencement of Services

2.1 Customer and the Supplier acknowledge and agree that it is their intention and belief that no contract of employment of any Affected Employee will have effect after the Commencement Date as if originally entered into between the Supplier and such Affected Employee by virtue of the ARD or will transfer to the Supplier pursuant to the ARD or otherwise; and that no liability for the employment or termination of employment of any Affected Employee will transfer to the Supplier.

2.2 Notwithstanding paragraph 2.1, if it is asserted or established that (i) the contract of employment of any Affected Employee shall have effect or have had effect as if originally made between the Supplier and the Affected Employee concerned as a result of the provision of the Services by the Supplier, by virtue of the ARD and/or any judicial decision interpreting the same or will transfer to the Supplier pursuant to the ARD or otherwise ; or (ii) any liability for the employment or termination of employment of any Affected Employee has transferred to the Supplier pursuant to the ARD or otherwise, Customer will indemnify the Supplier against all losses, fines, penalties, awards, liabilities, costs, damages and expenses (including reasonable legal expenses on an indemnity basis) which the Supplier suffers or incurs and which arise in connection with or relate to the employment of such Affected Employee and/or the termination thereof.

This indemnity shall include but shall not be limited to the full cost to the Supplier of employing and terminating the employment of such Affected Employee plus any social security payments; claims for breach of contract; redundancy payments and other termination indemnities; any other payments owing on termination; claims for unlawful discrimination (without limitation sex, sexual orientation, race, religious belief, age, disability, and discrimination based on part-time or fixed-term status); and failure to inform or consult with any trade union, works council or other employee representatives in connection with the arrangements put into place by this Agreement.

3 Indemnity provisions applying on cessation of the Services

3.1 Customer and the Supplier acknowledge and agree that it is their intention and belief that if any of the Services (or services which are equivalent or identifiably similar to the Services) begin to be carried out by Customer, or begin to be carried out by a New Supplier, on termination, variation, amendment or other alteration of this Agreement or the cessation of the Services (or part thereof) for any reason, no contract of employment between the Supplier or any permitted sub-contractor and any individual will have effect after the Relevant Date as if originally entered into between Customer or any New Supplier and such individual by virtue of the ARD and/or any judicial decision interpreting the same or will transfer to Customer or a New Supplier pursuant to the ARD or otherwise; and that no liability for the employment or termination of employment of such individual will transfer to Customer or a New Supplier.

3.2 Notwithstanding sub-paragraph 3.1, if it is asserted or established that (i) the contract of employment of any individual shall have effect or has had effect as if originally made between either the Customer or any New Supplier and the individual concerned, or would have had such effect but for the termination of employment of the individual concerned, as a result of the cessation or partial cessation of provision of the Services by the Supplier, by virtue of the provisions of the ARD and/or any judicial decision interpreting the same or will transfer to the Supplier pursuant to the ARD or otherwise; or (ii) any liability for the employment or termination of employment of any such individual will transfer to Customer or a New Supplier pursuant to the ARD or otherwise,

3.2.1 The Supplier will, on demand by Customer, indemnify Customer and/or any New Supplier against all losses, fines, penalties, awards, liabilities, costs, damages and expenses (including reasonable legal expenses on an indemnity basis) which Customer and/or any New Supplier may suffer or incur and suffers or incurs and which arise in connection with or relate to the employment of such Affected Employee and/or the termination thereof. This indemnity shall include but shall not be limited to the full cost to Customer or a New Supplier of employing and terminating the employment of such individual plus any social security payments; claims for breach of contract; redundancy payments and other

termination indemnities; any other payments owing on termination; claims for unlawful discrimination (without limitation sex, sexual orientation, race, religious belief, age, disability, and discrimination based on part-time or fixed-term status); and failure to inform or consult with any trade union, works council or other employee representatives in connection with the alleged transfer of any individual.