


Software As A Service Terms and Conditions

 digitate.com/saas-agreement-feb2021

This Software as a Service Agreement (this “Agreement”) is entered between the customer (“Customer”) and Tata Consultancy Services Limited or its Affiliate (hereinafter “TCS”), each as identified on the Order Form that references and incorporates this Agreement. You represent and warrant that you have legal authority to bind the Customer to the terms of this Agreement. By accessing, downloading, activating or using all or any part of the Software or by clicking and/or checking an “I Agree” or any similar button or check box presented with this Agreement, Customer is consenting to agree and bound by the terms of this Agreement

For and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency of which is hereby acknowledged, the Parties agree as follows:

Definitions:

Affiliate means with respect to any entity, any other entity that directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such entity.

Authorized User(s) means individuals authorized by Customer to Use the Software and access the Software Store on Customer’s behalf, and may include Customer’s third party vendors and contractors solely for the purpose of providing services to Customer.

Control means possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of an entity, or (b) ownership of more than fifty percent (50%) of the voting securities or equity or assets of an entity.

Customer Environment means the hardware, software and operating environment required for the operation and Use of the SaaS Services and/or Enabling Software as described in the relevant Documentation or OF. Where Scope includes interfacing and managing Customer’s end user devices / equipment, the Customer Environment will include such end user devices / equipment.

Customer Extensions means any new scripts or code files or any compositions written or created by the Customer and/or its Authorized Users using pre-built operations, sample code, libraries provided by TCS as part of the Studio Software, for use only with the Software and the SaaS Service. Customer Extensions do not include the pre-built operations, libraries, sample code and other software and materials provided by TCS, or its licensors or third-party service providers/vendors, as part of the Studio Software, or the Software and SaaS Services.

Customer Material means any data, information, materials, requirements, technical specifications, software, or other graphic or audio-visual materials provided by Customer to TCS or processed by Customer using the SaaS Services in connection with a relevant OF, and any Customer Extensions.

Documentation means then-current documentation provided electronically by TCS in connection with the Software and/or available at <http://www.digitate.com> and/or on the Software Store.

Enabling Software means the object code version of the software installed in Customer Environment to enable the Customer to connect to and Use the SaaS Services, including any new releases, updates or versions thereof made available from time to time; related Documentation; and any improvements, enhancements, modifications, customization or other derivative works thereto provided by TCS from time to time.

Evaluation means Use of the SaaS Services for internal evaluation and testing of the SaaS Services using test (dummy) data in a test environment and not for production purposes.

Fees means the fees for the SaaS Services fees as set out in the OF.

Hosting Provider means the third-party cloud hosting services provider that TCS uses to provide the SaaS Services.

Intellectual Property Rights means any and all intellectual or industrial property rights of any kind, including without limitation, copyrights, database rights, patents, utility models, trademarks, service marks, designs, trade secrets and any similar rights recognized from time to time in any jurisdiction, registered or unregistered, which may exist or be created under the laws of any jurisdiction in the world, including the rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in herein, and all rights of action in relation to the infringement of any of them.

Order Form or OF means an order form referencing the Agreement and placed by or on behalf of (such as through a Partner) the Customer and accepted by TCS, that specifies the type/quantity of SaaS Services, Fees, Term and other terms. Each OF so executed shall form part of this Agreement.

Open Source Software or OSS means software or content covered by OSS Licenses.

OSS License means any software license approved as open source license by the Open Source Initiative, Free Software Foundation or any similar open source license.

Partner means a reseller or distributor that is authorized by TCS to resell the SaaS Services.

Party means Customer or TCS, as applicable. "Parties" means Customer and TCS.

Privacy Policy means the privacy policy at <https://digitate.com/trust-center/#Privacy>, and incorporated herein by reference.

SaaS Services means the provision of access to the Software as a service and its administration management, monitoring and any other related services except Support, as described in the OF.

Scope means the operations of the Customer and/or the scope for which the Customer is entitled to Use the SaaS Services under this Agreement as set forth in the OF; and in case of Studio Software, Use the development environment to build Customer Extensions.

Security Policy means the security policy at <https://digitate.com/trust-center/#Security>, and incorporated herein by reference.

Software means (i) the ignio™ software and, if applicable Studio Software being made available by TCS as SaaS, as more particularly described in the OF; (ii) new releases, updates or versions thereof made available from time to time; (iii) Documentation; (iv) improvements, enhancements, modifications, customization or other derivative works, scripts, connectors, adapters, plugins, interfaces, or extensions of the foregoing; and (v) complete or partial copies of the components of the foregoing in object code form..

Software Store means the online store which enables access and/or download of Enabling Software and Documentation and any updates and notices related to the Software and SaaS Services.

Studio Software, if listed on the OF, means the TCS proprietary Studio software being made available by TCS as SaaS development environment including pre-built operations, configurations, libraries, and other related materials provided by TCS to enable Customer and/ or Authorized Users to create Customer Extensions.

Support means the type/quantity of support for SaaS Services as more particularly described in the Support Policy.

Support Policy means the support policy for SaaS Services available at <https://digitate.com/saas-support-current> as updated by TCS from time to time provided such changes will not result in a material reduction in the level of service available to you. Such support terms are incorporated herein by reference and made a part hereof.

Third Party Software means any third-party software, including Open Source Software, that are contained in the Software.

Use means: (i) with respect to the SaaS Services, Customer's access to and use of the functionality of the Software deployed as SaaS; (ii) with respect to the Enabling Software, the right to make a reasonable number of back-up copies, install and use the Enabling Software in the Customer Environment in object code format only for use with SaaS Services; (iii) with respect to the Documentation, the right to use and make a reasonable number of copies; (iv) to the extent applicable, use shall also include the act of configuring the Software and Enabling Software, transmitting and processing of data, all in

connection with the internal business of the Customer and in accordance with the terms of this Agreement; and (v) if applicable, with respect to pre-built operations, configurations, libraries and other related materials provided by TCS as part of Studio Software, the right to reproduce, transmit, upload, download and to execute, as part of Customer Extensions created using the same for use only in connection with the Software on a runtime environment of the SaaS Services.

1. SaaS Services:

1.1. Subject to Customer's timely payment of the Fees set forth in the applicable OF and compliance with the terms of this Agreement, TCS shall provide the SaaS Services, Support, Enabling Software and Documentation to the Customer during the Term, and Customer shall receive a limited, revocable, non-exclusive, non-transferable, non-sub-licensable, worldwide (subject to the export controls in Section 13.2): (i) right to Use SaaS Services by Authorized Users within the Scope and where applicable, only through the Enabling Software; and (ii) right to Use the Enabling Software (where required to Use the SaaS Services) and Documentation by Authorized Users only as required to Use the SaaS Services. TCS may enhance or modify the SaaS Services or Enabling Software, provided it does not materially reduce their functionality. Customer shall install updates to the Enabling Software as provided by TCS.

1.2. If the access to SaaS Services is granted for Evaluation (as set forth in an OF), then notwithstanding anything contrary to in this Agreement, such license is granted on 'as is' basis without any representations and warranties, and indemnities, obligations or liabilities on TCS, whether express or implied. The aggregate liability of TCS for all damages arising from or relating to Evaluation (whether in contract, tort or any other theories of law) shall not exceed the total amount of Fees paid by Customer for the relevant Evaluation or USD 1,000, whichever is higher. If Customer elects to use any SaaS Services it has evaluated, for production or commercial use, the Parties will execute a separate OF.

1.3. If the OF permits Use of the Software by an Affiliate of Customer, Customer shall ensure that such Affiliate agrees to, and abides by, the terms and conditions of this Agreement. Customer will be responsible for any breach or non-compliance of this Agreement by any Affiliate or Authorized User.

1.4. Customer agrees to maintain documentation and records for TCS to verify Customer's compliance with the Agreement and relevant OF and shall provide an attestation of such compliance to TCS upon request. Customer shall maintain a written, up to date list of current Authorized Users and any Scope metric as agreed under the OF and provide such list and access to the Enabling Software to TCS within five (5) business days of the written request at any time by TCS, in order to verify compliance. TCS may share the relevant results of any such verification with TCS' own licensor(s). If any verification reveals Customer was not compliant with the applicable terms, Customer shall pay TCS for any additional amounts due at TCS' then-current prices and reimburse TCS for the reasonable costs of such verification. TCS reserves all rights to enforce this Agreement or to protect

its intellectual property by any other means permitted by law. If such verification does not reveal any non-compliance, TCS will not conduct a verification for the same Software for at least one year.

1.5. Unless otherwise agreed to in writing by TCS, Customer shall not, and shall not permit or enable any other party or person, directly or indirectly, to:

- a) make the SaaS Services available to any party other than an Authorized User;
- b) reverse engineer, disassemble, de-compile or attempt to discover the source code or underlying software or structures of the Software or the Enabling Software or any portion thereof except as legally required for interoperability purposes and where such information is requested in writing from and not made available by TCS in a reasonable time;
- c) re-create, copy, reproduce, alter, enhance, modify or create derivative works the Software or the Enabling Software;
- d) circumvent, bypass, disable, hack, delete or remove any form of protection, or usage, functionality or technical restrictions or limitations, or to enable functionality disabled by TCS or its providers, in connection with the SaaS Services;
- e) use the SaaS Services to provide any application service provider or business processing service provider services;
- f) rent, lease, lend, sublicense, sell, resell, assign, transfer, distribute, publish, display, perform, post, transmit, timeshare or provide hosting services with the SaaS Services;
- g) file for any patents, or seek other intellectual property protection, on any inventions or other intellectual property learned from or relating to or derived from the Software, Enabling Software or any related materials, anywhere in the world;
- h) use the SaaS Services in contravention of any law or regulation or the rights of others;
- i) perform any security testing that attacks or could disrupt the SaaS Services or Enabling Software, or disclose the results of any security testing, without TCS' prior written consent;
- j) use the SaaS Services, Software, Enabling Software or any part thereof for purposes of development, provision or use of a competing software or service or any other purpose that is to TCS's detriment or commercial disadvantage;
- k) remove, alter or render illegible TCS's logo, trademark, copyright notice or other proprietary or confidentiality markings on the Software, Enabling Software, or the Documentation.
- l) gain or attempt to gain unauthorized access to, intercept, interfere, halt, disable, remove, expropriate or do any harm to, any account, workspace, software, data, files, computer systems or environments accessible via the SaaS Services, including without

limitation monitoring, crawling, storing or transmitting any malicious code, malware, viruses, worms, time bombs, spyware, adware, bots, or Trojan horses, or interfering with other customers receiving SaaS Services or with the integrity, performance or security of the SaaS Services; or

m) use the SaaS Services other than through the Enabling Software where such software is required to access the SaaS Services.

1.6 As between TCS and Customer, Customer shall be responsible for: (i) acquisition and maintenance of the Customer Environment; (ii) acquiring consents from third parties for enabling any interconnections and interfaces between the SaaS Services and the third party products used in the Customer Environment; (iii) complying with the applicable terms and conditions of the third party products used in Customer Environment; (iv) choice, installation, use and maintenance of any third party software (which is not part of the Software or Enabling Software) used in relation to the SaaS Services; (v) making regular back-ups of Customer Materials processed via the SaaS Services; (vi) complying with any laws or regulations applicable to Customer; (vii) all activities, access, use and transmissions that occur through Customer's or its Authorized Users' accounts, even if without Customer's knowledge or if done by third parties; (viii) the Customer Material, including without limitation accuracy, quality, legality, backup and its use and any impact of the Customer Material on the performance of the SaaS Services; and (ix) administration and safeguarding of access to, and related credentials for, the Authorized Users of the SaaS Services, Software Store, including accounts, passwords or user names.

2. Fees

2.1 If Customer signs the OF directly with TCS, TCS will invoice the Customer and Customer shall pay to TCS Fees within 30 days following receipt of an invoice or as may be agreed to in the applicable OF. Any fees not paid when due shall accrue interest at the rate of 1.5% per month, but not to exceed the maximum interest allowed by law. All Fees are non-refundable. If Customer orders through a Partner, the Partner will invoice Customer and Customer shall pay the Partner the fees and taxes based on the invoicing and payment terms agreed between Customer and Partner.

2.2 All Fees payable to TCS are exclusive of, and Customer shall pay or reimburse TCS, all federal, state, dominion, provincial, or local sales, use, personal property, excise or other taxes, fees, tariffs or duties arising out of this Agreement or the transactions contemplated by this Agreement in any jurisdiction (other than taxes on the income of TCS). TCS shall pay to the applicable taxing authorities any such tax collected from the Customer.

2.3 If Customer exceeds the Scope of Use, without limiting any other rights or remedies TCS may have at law or in equity, the overage will be treated as an order for excess Use and Customer shall be liable to pay TCS for the overage immediately on demand at the then current TCS price list for the remainder of the Term effective from the date of overage along with interest thereon from the date of such overage.

3. Warranty

3.1 Each Party represents, warrants and covenants to the other that:

a) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy laws and other similar laws affecting creditors' rights generally and by general principles of equity; and

b) the execution, delivery and performance of this Agreement by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any contract, commitment or instrument to which it is a party.

3.2 TCS warrants to Customer that: (i) TCS or its Affiliates own, and/or TCS is authorized to grant the rights to use the SaaS Services as set forth in the Agreement and relevant OF; and (ii) during the term of an OF, the SaaS Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty (ii) above, Customer's sole and exclusive remedies are for TCS to modify the SaaS Services to conform the Documentation.

3.3 Customer warrants to TCS that: (i) the Customer owns, and/or Customer is authorized to grant the rights and licenses to, the Customer Materials as set forth in the Agreement; and (ii) all account information provided by Customer is accurate and up-to-date.

3.4 Warranty Exceptions. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 3, TCS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY LEGAL OR REGULATORY COMPLIANCE REQUIREMENTS, QUIET ENJOYMENT, SYSTEM INTEGRATION, CONFIGURATION, ACCURACY, RELIABILITY, ERROR-FREE, UN-INTERRUPTION, SUPPORT CORRECTION OR REPAIR (UNLESS OTHERWISE AGREED) OR THAT SUCH SOFTWARE OR SAAS SERVICES WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS OR OPERATE WITH CUSTOMER'S EXISTING SYSTEMS OR IN EVERY COMBINATION DESIRED BY CUSTOMER WITH ANY DATA, DEVICE, COMPUTER SYSTEMS AND PROGRAMS OF ITS CHOICE OR THAT THE REMEDYING OF ONE ERROR DOES NOT RESULT IN THE OCCURRENCE OF OTHER ERRORS OR OTHERWISE ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OR TRADE. ALL OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED. NO ADVICE, INFORMATION OR SUPPORT OBTAINED BY THE CUSTOMER FROM TCS, ITS AFFILIATES OR FROM ANY PARTNER OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. YOU ACKNOWLEDGE THAT TCS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT TCS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM PROBLEMS WITH SUCH COMMUNICATIONS FACILITIES. TO THE EXTENT, A LAW APPLIES TO CUSTOMER IN A PARTICULAR JURISDICTION

THAT DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OR ALL OF THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER, AND CUSTOMER MAY HAVE ADDITIONAL RIGHTS.

3.5 Customer and Authorized Users further acknowledge that the Software and Support, are not fault-tolerant and are not intended or suitable for use in situations or environments where a failure, time delay, error or inaccuracy could lead to death, personal injury, or physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, transportation systems, autonomous vehicles, life support or weapons systems and TCS disclaims any warranties on the Software for such uses.

4. Confidentiality

4.1 “Confidential Information” means any information disclosed by either Party to the other Party that designated as “Confidential,” “Proprietary” or some similar designation, or that in the circumstances would be considered confidential. Confidential Information of TCS includes without limitation all information concerning the SaaS Services, Software, Support, Enabling Software, structure, sequence, organization, operation of or methods, processes, techniques, tools or processes used in creating, developing, applying or maintaining the SaaS Services, results and reports of any testing of the Software, underlying technology, blocks, scripts, code, tools, files generated from the SaaS Services and any content (other than Customer Material), pricing therefor, and any product plans or roadmaps or any other materials or information provided by TCS whether or not so designated. Confidential Information of Customer includes any Customer Materials.

4.2 Confidential Information will not, however, include any information that (i) was publicly known prior to the disclosure by the disclosing Party; (ii) becomes publicly known after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party; (iv) is obtained by the receiving Party from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information; or (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

4.3 Each Party agrees not to use any Confidential Information of the other Party for any purpose except to perform its obligations under this Agreement and to the extent permitted, exercise such Party’s rights granted hereunder. Each Party shall not disclose any Confidential Information of the other Party to third parties or to such Party’s employees, except to those employees of the receiving Party who are required to have the information in order to perform its obligations under this Agreement and to the extent permitted, exercise such Party’s rights granted hereunder. TCS may disclose Confidential Information to its third-party providers in order to provide certain functionalities and services to Customer.

4.4 Each Party shall take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees and third party providers have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither Party shall make any copies of the Confidential Information of the other Party unless previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies.

4.5 Customer agrees that TCS and its Affiliates may collect and use technical information regarding use of the SaaS Services (including by crawling and other monitoring techniques). TCS may use this information solely to improve its SaaS Services, Support or to provide customized services or technologies to Customer and to investigate fraud, abuse or any violations of the Agreement and will not disclose this information in a form that personally identifies Customer.

5. Security

5.1 Customer acknowledges that the SaaS Services are not intended for use with or for processing personal data, personally identifiable information or any other information governed by privacy laws, and that Customer assumes all risk, and TCS shall have no liability, arising from use of any such personal information with the SaaS Services, including the risk of any inadvertent disclosure or unauthorized access thereto or export.

5.2 Customer consents to the collection and lawful use, disclosure, processing and transfer of Customer's billing and account information, collected through the OF or the Software Store, by TCS, its Affiliates, Partners and their respective third party providers, solely for the purposes of processing Customer's order and/or payments under this Agreement. TCS will process any personal data included in such information, if any, in accordance with the Privacy Policy.

5.3 Customer acknowledges and agrees that Customer Material may be transferred to, and stored and processed in, any country in which TCS or its Affiliates or subcontractors or third-party product providers maintain facilities in order to provide the SaaS Services. The information regarding Hosting Providers utilized by TCS or its Affiliates and their policies or guidelines are set out in the Security Policy. Customer consents to processing by TCS, or transfer to and processing by Hosting Provider, of the Customer Material and any personal data included in Customer Material in accordance with the Security Policy and Privacy Policy. Except as set forth in the Support Policy, TCS does not make any representations or guarantees regarding support, uptime or availability of Hosting Providers. Any Hosting Providers will be permitted to obtain Customer Material only to deliver the hosting services TCS has retained them to provide and will be prohibited from using Customer Material for any other purpose.

5.4 TCS will maintain reasonable security and protection of any Customer Material maintained by TCS for SaaS Services at the primary and failover zones/sites (where applicable) or for Support in accordance with the Security Policy and to the extent the Customer Material includes any personal data, process Customer Material in accordance with the Privacy Policy and, if applicable, the Hosting Provider's security and privacy policies referred to therein. TCS does not access Customer's user accounts, or Customer Material uploaded or processed by Customer using the service, in the course of providing the SaaS Services, except (i) for the purposes of data center and service environment business operations hosting the SaaS Services, if required; or (ii) at Customer's specific request as reasonably required in the provision and support of SaaS Services and dealing with technical issues.

6. Ownership And Proprietary Rights

6.1 As between the Parties and notwithstanding anything contrary in any other agreement, TCS and/or its licensors own and will own any and all Intellectual Property Rights in or to the Software, the SaaS Services, Enabling Software, Documentation, and to any and all methods, techniques, tools or processes used in creating, developing, applying, using and maintaining the Software, whether made by or on behalf of, or for the Customer, or otherwise, and any modifications to the foregoing. TCS reserves all rights not expressly granted herein.

6.2 As between the Parties, Customer or its licensors own all Intellectual Property Rights in or to the Customer Material, including the Customer Extensions, subject to any TCS' ownership set forth in Section 6.1. Customer hereby grants to TCS a non-exclusive, irrevocable, worldwide, fully paid up and royalty free right and license to use, copy and display such Customer Materials, if such Customer Materials are required to provide the SaaS Services and Support.

6.3 If SaaS Services include Studio Software as set in an OF, Customer agrees not to sell, market, distribute, publish, display, post, license or otherwise commercialize any Customer Extensions. TCS, its Affiliates and their respective customers retain the right to independently develop any extensions same or similar to the Customer Extensions, and Customer agrees not to take any action that would limit TCS' or its Affiliates right to sale, assignment, licensing or use any such independent developments or modifications or extensions by it, its Affiliates or their respective customers.

6.4 TCS may list Customer's non-stylized name as a licensee of the Software. Customer may list non-stylized 'Digitate' name (Digitate is a division of TCS). Except as set forth herein, neither Party shall use any name, mark or symbol of the other Party or any information pertaining to this Agreement in any publicity release, advertising material or for any other purpose, without the prior written consent of the other Party (which shall not be unreasonably withheld or delayed).

7. Indemnification

7.1 Subject to Section 7.4, TCS will defend, or at its option settle, any third party (other than Customer Affiliate) claim against Customer alleging the SaaS Services, Enabling Software or Documentation, when used in accordance with this Agreement during the Term, directly infringes the Intellectual Property Rights of a third party (“Infringement Claim”) and shall pay any and all third-party damages, losses, assessments, charges, costs, including without limitation reasonable legal fees and disbursements, and court costs (“Losses”) arising therefrom which are finally decided by a court of competent jurisdiction, or arrived at during settlement of such third party claim; provided that TCS shall have no obligations to the Customer under this Section 7.1 or Section 7.2 below for Losses to the extent resulting from: (i) Customer’s or any Authorized User’s breach of this Agreement; (ii) any Customer Material, or any third party product or services, or combination with any of the foregoing; (iii) Customer’s failure to implement any modified Enabling Software provided by TCS, the use of which would have prevented any such Infringement Claim; (iv) Customer’s continued use of the SaaS Services, Enabling Software or other allegedly infringing activity after receiving notice of the alleged infringement; or (v) TCS’s compliance with any specific requirements, instructions or technical designs of the Customer.

7.2 In the event that any Infringement Claim is initiated against Customer, or in TCS’s sole opinion is likely to be initiated, then TCS may, at its expense, either: (i) modify or replace the infringing material so that such part is no longer infringing; or (ii) procure for Customer the right to continue using the infringing material. If TCS determines that neither of options (i) and (ii) is reasonably possible, and/or if the infringement is established by a final decision of the competent court or through a extrajudicial settlement, TCS may terminate the applicable OF or part thereof upon written notice to Customer and refund to Customer or the Partner through whom Customer ordered the SaaS Services, the portion of the pre-paid Fees covering the unexpired term for such SaaS Service. If Customer has paid the Fees through a Partner, Customer will seek refund, if any, through such Partner. The provisions of Section 7.1 and Section 7.2 state TCS’s entire liability and Customer’s sole remedies with respect to any Infringement Claim.

7.3 Customer agrees to defend, indemnify and hold TCS, its Affiliates and licensors, and its/their respective directors, officers, agents, and employees harmless from any third party claim or demand or expense and Losses, due to or arising out of or relating to subsections (i) to (v) of Section 7.1 or Customer’s breach of Section 13.2.

7.4 Neither Party (“Indemnitee”) shall be entitled to seek any indemnification from the other party (“Indemnitor”) under this Section 7 unless Indemnitee: (i) provides Indemnitor with prompt written notice of any claim, demand or action for which Indemnitee is seeking or may seek indemnification hereunder and gives the Indemnitor the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission which may prejudicially affect the settlement or defense of such claim; and (iii) reasonably cooperates with Indemnitor (including by providing assistance and information) in the defense or settlement of such claim.

8. Limitation Of Liability

8.1 EXCEPT AS SET FORTH IN SECTION 8.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY (I) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES; (II) LOSS OF PROFIT, REVENUE, BUSINESS, REPUTATION, GOODWILL, INVESTMENTS, OR ANTICIPATED SAVINGS; OR (III) LOSS, CORRUPTION OR INTERRUPTION OF, OR DAMAGE TO, DATA, BUSINESS INTERRUPTION, WHETHER IN CONTRACT, TORT OR OTHER THEORIES OF LAW/LIABILITY, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES.

8.2 EXCEPT AS SET FORTH IN SECTION 8.3 AND BREACH OF CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 4, THE AGGREGATE LIABILITY OF EITHER PARTY FOR ALL DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR ANY OTHER THEORIES OF LAW) SHALL NOT EXCEED THE TOTAL AMOUNT OF APPLICABLE FEES FOR THE RELEVANT SAAS SERVICES PAID BY THE CUSTOMER TO TCS UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. FAILURE OF THE CUSTOMER TO PAY THE APPLICABLE FEES OWING TO TCS UNDER THIS AGREEMENT SHALL NOT BE SUBJECT TO THE AFORESAID LIABILITY CAP AMOUNT.

8.3 The limitation/exclusion on liability as set forth in Sections 8.1 and 8.2 shall not apply to liability for damages: (i) resulting from the gross negligence or wilful misconduct of a Party or its agents; (ii) obligations under Section 7 (Indemnification); and (iii) for infringement or misappropriation of Intellectual Property Rights by Customer or its Authorized Users or Affiliates arising from use of SaaS Services or Enabling Software by Customer in a manner not authorized under this Agreement.

9. Term And Termination

9.1 The term of this Agreement shall commence on the effective date of the first OF and shall remain in effect until the expiry or termination of all the OFs that reference and incorporate this Agreement version, unless this Agreement or the applicable OF is terminated in accordance with the provisions herein ("Term").

9.2 Either Party may terminate this Agreement or the applicable OF upon written notice to other Party:

a) for a breach of any terms of this Agreement or an OF which is not curable, or if curable, remain to be cured on expiry of thirty (30) days (or seven (7) days for any breach of Section 1, Section 12 or Section 13.2) after receipt of such notice specifying the breach and seeking cure thereof; or

b) if a receiver, administrator or liquidator appointed to the whole or any substantial part of the other Party's assets or if an order is made or a resolution passed for the winding up of the other Party which is not revoked or stayed within 7 days.

9.3 Notwithstanding TCS' right to terminate, Customer acknowledges and agrees that TCS may immediately and without liability suspend or limit Use of the SaaS Services: (i) for violation by Customer of Section 1.5, Section 12, or Section 13.2; (ii) to comply with laws or governmental or judicial orders; or (iii) if continued use may result in material harm to the SaaS Services or its users. Any such suspension shall not relieve Customer from its obligation to pay Fees during the suspension period. TCS may impose a reconnection fee in the event Customer is suspended due to its default and thereafter requests access to the SaaS Services. Customer Material will not be erased during the suspension period, except as TCS may deem necessary to prevent harm or violation or as may be specified elsewhere in this Agreement. TCS will endeavour to provide advance notice of suspension and opportunity to resolve any breach wherever practical.

9.4 TCS may also terminate this Agreement or Use of the SaaS Services immediately upon notice to Customer (i) if the Control of Customer is assumed by any government or governmental agency, or any competitor of TCS; (ii) if TCS believes providing the SaaS Services could create a material legal or security risk for TCS, or is impractical or unfeasible for any legal or regulatory reason or substantial economic or technical burden for TCS; (iii) in order to comply with the law or requests of governmental entities; or (iv) if TCS' relationship with a third party partner who provides software or other technology TCS uses to provide the Software or SaaS Services expires, terminates, or requires TCS to change the way TCS provides the Software or other technology as part of the SaaS Services.

9.5 Upon termination or expiration of this Agreement or the applicable OF, (i) the rights and licenses granted to the Customer under all OFs or the applicable OF, respectively, shall immediately terminate; (ii) Customer shall cease all Use of the SaaS Services, Software, the Enabling Software and Documentation, and return or destroy all copies of the foregoing and Confidential Information of TCS in its possession or control; and (ii) If requested by TCS, an authorized officer of the Customer shall certify compliance with these terms in writing. Customer will have thirty (30) days after the termination or expiry of this Agreement or the applicable Order Form to perform data retrieval, after which TCS may delete the entire instance of the applicable SaaS Services and Customer specific workspace of Studio Software where applicable and delete any production copies of Customer Material in its possession.

9.6 Termination or expiration shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of a Party. Customer shall be liable to make payments of the entire Fees due up to the effective date of termination. The provisions of this Agreement (including the OFs) and any referenced documents necessary to determine, enforce or interpret the rights and obligations of the Parties shall survive any expiration or termination of this Agreement or relevant OF, including without limitation, Section 2 (Fees), Section 4 (Confidentiality), Section 5 (Security), Section 6 (Ownership and Proprietary Rights), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 9.5, Section 9.6, Section 10 (Assignment), Section 11 (Applicable Law), Section 12 (Third Party Software) and Section 13 (General).

10. Assignment. Customer may not sell, transfer or assign any right or obligation hereunder (including by change of control, merger, acquisition or sale of assets), without the prior written consent of TCS, and any assignment in violation of this Section shall be void. TCS may assign its rights hereunder to any of its Affiliates, or in connection with a reorganization, merger, acquisition, or sale of all or substantially all of its assets relating to the Software. This Agreement shall be binding on and inure to the benefit of the Parties and their permitted successors and assigns.

11. Applicable Law

11.1 This Agreement shall be interpreted and governed by the laws of the jurisdiction where Tata Consultancy Services Limited or its branch office or its Affiliate which accepts the OF is organized or as may be otherwise agreed to specifically in the applicable OF, without giving effect to the conflicts of law principles thereof (“Jurisdiction”), and subject to Section 11.2, the Courts in such Jurisdiction shall have exclusive jurisdiction over any matter arising out of or connected with this Agreement. The Uniform Computer Information Transactions Act or the U.N. Convention on the International Sales of Goods will not govern this Agreement.

11.2 The Parties will use their best efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement through good faith negotiations during a period of 10 business days after the date of a written notice of a controversy or claim. Subject to the previous sentence, any disputes, controversy or claim arising out of or in connection with this Agreement will be exclusively and finally settled by arbitration in accordance with Commercial Arbitration Rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with said Rules, which Rules (as then in effect) are deemed to be incorporated by reference in this section. The arbitration shall be conducted in English language and the seat of arbitration shall be city in which TCS’ registered office or branch is located in the Jurisdiction. If ICC does not have a seat such place, the seat shall be the city nearest to the city in which TCS’ registered office or branch is located in the Jurisdiction and ICC has a seat. Parties may agree to arbitration in accordance with arbitration rules of an institution other than ICC and/or seat of arbitration in the applicable OF. The arbitrator will be a third party mutually agreed to by the Parties, or if the Parties cannot agree, claims shall be heard by a panel of three arbitrators. Within thirty (30) days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected arbitrators shall select a third arbitrator within thirty (30) days of their appointment. If the arbitrators selected by each Party fail to agree upon the third arbitrator, the third arbitrator shall be selected by the arbitration institution. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing Party’s actual damages. Neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both the Parties. Customer on behalf of itself and each Authorized User agrees to waive any right it may have to: (i) a trial by jury; and (ii) commence or participate in any class action against TCS, its Affiliates, licensors or subcontractors, related to this Agreement. Notwithstanding the foregoing and in addition to other remedies, either Party may apply to any court of competent jurisdiction for

equitable relief, injunctive relief or specific performance, without posting any bond or other security, in the event either Party breaches or threatens to breach any of the provisions under Section 1 (SaaS Services), Section 4 (Confidentiality), or Section 6 (Ownership and Proprietary Rights) or to enforce the provisions of this Section 11.2.

12. Third Party Software. Notwithstanding anything contained in this Agreement, the use of Third Party Software, if any, contained in the Software shall be subject to the terms of the relevant third party proprietary or open source license agreement only, and in the event such terms conflict with this Agreement, such terms shall prevail. Information related to Third Party Software is available at <https://digitate.com/open-source-software-main> or successor site (as updated by TCS from time to time) is provided in the relevant Documentation. If mandated by, and subject to the relevant OSS License terms, an offer to provide source code of the OSS is hereby made by TCS and such source code shall be made available to Customer upon request. Customer acknowledges receipt of notices for the OSS for the initial delivery of the Software(s).

13. General

13.1. Notices. All notices will be sent in writing to the address stated in the OF, and will be effective: (i) upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or (ii) seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested. Copy of all notices to TCS shall be sent to the attention of The General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, 21 D S Marg, Fort, Mumbai, India 400 001.

13.2. Export Compliance. Customer shall not, directly or indirectly, export, re-export, divert or transfer any Software, SaaS Services, or technical data (or direct products thereof) or allow use or access thereof to any sanctioned, embargoed or designated individuals, entities or destinations or for prohibited purposes in violation of any applicable local and extraterritorial export control and sanction/embargo laws, rules, regulations and policies (“Export Controls”). Customer represents that it, its Affiliates, their respective employees and Authorized Users are not a person, entity or destination restricted, prohibited, sanctioned or embargoed by Export Controls or listed on list of parties of concern or other early warning systems published by various governments and agencies (“Restricted Person”) to which shipment of Software, or provision of SaaS Services or Support, is prohibited by the Export Controls. Customer is solely responsible for obtaining and complying with all licenses or authorizations relating to the re-export, transfer or access of the Software or technical data (or direct products thereof). Customer shall provide TCS with any documents or declarations, which might be required to comply with Export Controls.

13.3. Force Majeure. Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control. The Party so delayed in its performance will immediately inform the other Party by the most timely means available (to be confirmed in writing within two

business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay. However, the Party claiming such event shall take all commercially reasonable steps to mitigate the delay.

13.4. Miscellaneous. The official language for communication and deliverables will be English. Either Party's failure to exercise any right under this Agreement shall not constitute, a waiver of the terms or conditions of this Agreement with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms and conditions of this Agreement. In order to be effective, all waivers under this Agreement must be in writing and signed by the waiving Party. If any term, section or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, section or provision of this Agreement and such invalid term, section or provision shall be deemed to have been deleted from this Agreement. Headings and subheadings are inserted for convenience of reference only and will not be used in interpreting or construing the provisions of the Agreement. TCS may modify this Agreement (including any documents referenced herein or in the applicable OF) at any time by posting a revised version on the link provided in this Agreement or on the OF (or its successor link/site). However, the Agreement which is effective as of the start date mentioned on the applicable OF shall continue to be applicable for the Term specified in such OF except as stated herein. Unless otherwise agreed to in writing, the modified and then-current Agreement will become applicable from the effective date of a new or renewal OF except that any notices, statement or policies related to Third Party Software, Hosting Service Providers, privacy or security or where such revision is done to meet any legal or regulatory requirements shall be applicable immediately.

13.5. Relationship Of The Parties. The relationship of the Parties shall be that of independent contractors. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity, except as specifically provided herein. Customer understands that the Partners are independent of TCS or its Affiliates and are not TCS' or its Affiliates agents. TCS or its Affiliates are not liable for, nor bound by any acts of any Partner.

13.6. Entire Agreement. This Agreement, along with the OF(s), and documents or policies referenced therein sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous communications, proposals, agreements and representations related to its subject matter, whether written or oral. In the event of any conflict between the provisions of this Agreement and the provisions of the any OF or any related agreement, the provisions of this Agreement in Section 1 (SaaS Services), Section 4 (Confidentiality), Section 5 (Security), Section 6 (Ownership & Proprietary Rights), Section 7 (Indemnification) and Section 8 (Limitation of Liability) shall prevail. With respect to any other matters, the provisions of the OF shall prevail. The terms or conditions on any purchase order, Customer's order with a Partner, or similar document do not apply and shall be deemed null and void.

Release Date: February 22, 2021

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