

Professional Services Addendum

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This Professional Services Addendum (this “Addendum”) to the Agreement (as defined below) is entered between the customer (“Customer”) and Tata Consultancy Services Limited or its Affiliate (hereinafter “TCS”), each as identified on the SOW that references and incorporates this Addendum. You represent and warrant that you have legal authority to bind the Customer to the terms of this Addendum by accessing or using all or any part of the Software or SaaS Services and Customer is consenting to agree and bound by the terms of this Addendum Capitalized terms used in this Addendum shall have the meanings set forth in this Addendum or the Agreement. The parties agree as follows:

1. Definitions

Agreement shall mean either the Software License Agreement or Software as a Service Agreement, together with the applicable Order Form executed between the parties.

Deliverable(s) shall mean any customizations, deliverables or work product provided by TCS pursuant to an SOW.

Services shall mean any services relating to the Software or SaaS Services such as installation, configuration, integration, customization, development, or other professional services as agreed in an SOW.

2. Services

2.1 TCS itself or through its Affiliates will provide the Services to the Customer as agreed in a statement of work executed pursuant to this Addendum (“SOW”). An SOW will set forth the scope, deliverables, fees and such other terms, and shall be deemed to incorporate all applicable terms of this Addendum and the Agreement. Any change in the scope of Services or the terms of the SOW shall be set forth in a change order executed by both parties.

2.2 The facilities from where the Services will be provided shall be set forth in the SOW. TCS will be responsible to provide office space, general computing environment with standard tools and development environment, as reasonably necessary for the performance of Services at TCS’ facilities. Customer is responsible to provide, at no cost to TCS, office space, office facilities, computing equipment, desktop software, tools and development environment as reasonably necessary for the performance of Services at Customer facilities. Customer shall grant access to relevant locations, systems, software and information reasonably necessary for the performance of Services during its normal business hours. If any special equipment/software related to Customer’s requirements are necessary in connection with the Services, Customer is responsible for providing them and obtaining appropriate consents for Customer’s and/or TCS’ use. While at the Customer’s facilities, TCS personnel shall abide by all applicable workplace policies provided to TCS in writing.

3. Acceptance of Deliverables

3.1 Unless a different period is set forth in an SOW, the review and acceptance period for a Deliverable shall be five (5) days after delivery by TCS (“Acceptance Period”). Upon delivery of a Deliverable by TCS, Customer shall review and, if appropriate, test such Deliverable to determine whether it conforms to its specifications and acceptance criteria agreed in the SOW (“Acceptance Criteria”). If the Deliverable fails to meet the Acceptance Criteria, Customer shall, prior to the expiry of the Acceptance Period, notify TCS with reasonable details of the defects and non-conformities (“Non-Conformities”). TCS shall promptly correct and remedy any Non-Conformities reported by Customer during the Acceptance Period at no additional cost and provide the revised Deliverable to the Customer. Customer shall review and, if appropriate, test the revised Deliverable in accordance with the provisions of this Section 3.1.

3.2 The process described in Section 3.1 shall be repeated until TCS remedies all Non-Conformities reported during the Acceptance Period or Customer reports no Non-Conformities during the Acceptance Period, at which time the Deliverable shall be treated as accepted. Notwithstanding the foregoing sentence, a Deliverable shall be treated as accepted by Customer if the Customer starts using the Deliverable in a live production environment (other than as part of agreed testing procedure, such as UAT).

4. **Fees.** Customer shall pay TCS fees for the Services on a time and materials basis or on a fixed price basis as set forth in an SOW. The terms of the Section titled ‘Fees’ of the Agreement shall apply to the fees for the Services.

5. **Warranty.** In addition to the warranties in the Agreement, the following warranties shall apply to the Services. TCS will perform the Services in a professional, efficient and workmanlike manner using personnel with requisite skill, qualifications and experience. Each Deliverable will, at the time of acceptance, comply with the applicable Acceptance Criteria. This warranty shall not apply in the event that failure of the Deliverable to conform to its corresponding specifications has resulted from: (a) modification or misuse of the Deliverable by or on behalf of Customer after delivery of the Deliverable by TCS; or (ii) defects in Customer Materials provided to TCS in connection with the preparation of the Deliverable. The warranty exclusions set forth in Section titled ‘Warranty Exceptions’ of the Agreement shall also apply to the Services and Deliverables and are hereby incorporated by reference.

6. Intellectual Property Rights; Confidentiality

6.1 All Deliverables shall form part of the Software or SaaS Services. All Intellectual Property Rights in or to the Deliverables will continue to be owned by TCS and/or its licensors, and Customer shall have a right to use the Deliverables as part of the Software or SaaS Services, in accordance with the Agreement.

6.2 All Customer Materials will continue to be owned by the Customer in accordance with the Agreement. To the extent any Customer Materials are required for the performance of Services or used or incorporated in any Deliverables, Customer hereby grants to TCS a

non-exclusive, irrevocable, worldwide, fully paid up and royalty free right and license to use, copy, display, sublicense and distribute such Customer Materials as part of Software or SaaS Services and to create Deliverables. The foregoing license does not authorize TCS to (a) separate such Customer Material from the Software or SaaS Services in which they are incorporated for creating a standalone product for marketing to others; or (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or otherwise convey, transfer or alienate such Customer Material in favour of any person.

6.3 The provisions of Section titled 'Confidentiality', Section titled 'Security' and Section titled 'Ownership and Proprietary Rights' of the Agreement shall apply to the Services and are incorporated herein by reference.

7. Indemnification. TCS shall indemnify Customer for the Deliverables provided under this Addendum to the same extent as TCS is required to indemnify for the Software or SaaS Services under Section titled 'Indemnification' of the Agreement. The provisions of Section titled 'Indemnification' of the Agreement (including Customer's indemnification obligations) are incorporated herein by reference.

8. Limitation of Liability

8.1 Neither party shall be liable for any delay or failure in the performance of its obligations, if and to the extent such delay or failure is caused by the actions or omissions of, or breach of this Addendum or an SOW by, the other party or its agents. In the event TCS is delayed or fails to perform its obligations: (i) TCS will notify Customer of such failure or delay; (ii) TCS shall be allowed additional time to perform equal to the amount of time for which TCS is delayed due to a failure or delay by or on behalf of the Customer; and (iii) TCS shall take reasonable actions to remedy any failures or delays of the Customer provided that the Customer shall pay TCS additional fees for such actions, as mutually agreed.

8.2 Except as set forth in Section 8.4, neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary, punitive or cover damages, including without limitation loss of profit, revenue, data, goodwill or investments, whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

8.3 Except as set forth in Section 8.4 and breach of confidentiality obligations, the aggregate liability of either party for all direct damages arising from or relating to this Addendum (whether in contract, tort or any other theories of law) shall not exceed the total amount paid or payable to TCS under the applicable SOW during the twelve (12) months immediately preceding the relevant event that gives rise to such liability. Failure of the Customer to pay the applicable Fees shall not be subject to the liability cap.

8.4 The limitation/exclusion on any party's liability as set forth in Section 8.2 and Section 8.3 shall not apply to liability for damages: (i) resulting from the gross negligence or wilful misconduct of that party or its agents; (ii) obligations under Section 7 (Indemnification);

and (iii) due to infringement or misappropriation of Intellectual Property Rights by Customer arising from use of Software or SaaS Services by Customer in a manner not granted under the Agreement.

9. Term and Termination

9.1 This Addendum and any SOWs executed hereunder will be co-terminus with the Agreement and/or the applicable Order Form. The term of an SOW shall be set forth in the SOW. Either party shall have the same rights to terminate this Addendum or an SOW as available for the termination of Agreement and OF in Section titled 'Term and Termination' of the Agreement'.

9.2 The provisions of Section 4 (Fees), Section 6 (Intellectual Property Rights; Confidentiality), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 9.2, Section 10 ((Non-Solicitation) and Section 11 (General) of this Addendum and any other provisions of the Agreement necessary to interpret the rights and obligations of the parties shall survive the termination of the Agreement, this Addendum or SOW. Customer shall remain obligated to pay TCS any amounts due hereunder for Services properly performed and expenses incurred up to the date of termination of an SOW (including any wind-down period, where applicable).

10. Employee Non-Solicitation. During the term a TCS or Customer personnel is associated with the Services hereunder and for a period of one year after such person ceases to be so associated, a party shall not, directly or indirectly through a third party provider, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party. This restriction shall not apply to the employment of any person who responds to any general recruitment advertisement in the normal course of business, without targeting or approaching the personnel of the other party.

11. General. The terms of Section titled 'Assignment', Section titled 'Applicable Law', Section titled 'Third Party Software' and Section titled 'General' of the Agreement shall continue to apply to this Addendum and the Services, and are hereby incorporated by reference.

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