

Software License Agreement terms and conditions

 digitate.com/license-agreement-feb2021

This Software License 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 the 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 Material means any data, information, materials, requirements, technical specifications, software, scripts or code files or other graphic or audio-visual materials provided or introduced by or on behalf of the Customer to TCS in connection with a relevant OF.

Customer Environment means the hardware, software and operating environment required for the operation and Use of the 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.

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.

Evaluation means Use of the Software which is provided for evaluation, pilot, trial or promotional purposes, for internal evaluation and testing of the Software using test (dummy) data in a test environment and not for production purposes.

Fees means a) fees for the Software listed in the applicable OF as “License Fees”; b) fees for Software Support as specified in the applicable OF as “Maintenance Fees”; and c) any other fees payable as specified in the relevant OF.

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, continuations, continuations-in-part 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.

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.

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 Software, Software Support, Scope, Fees, Term and other terms. Each OF so executed shall form part of this Agreement.

Partner means a reseller or distributor that is authorized by TCS to resell the Software and/or Software Support.

Party means Customer or TCS, as applicable. “Parties” means Customer and TCS.

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

Scope means the operations of the Customer and/or the scope for which the Customer is entitled to Use Software under this Agreement as set forth in the OF.

Services means any service with respect to or in relation to the Software such as installation, configuration, integration, customization, development, etc.

Software means i) software as specified in the applicable OF; ii) new releases, updates or versions thereof made available pursuant to Software Support terms; iii) Documentation; iv) improvements, enhancements, modifications, customization or other derivative works, scripts, connectors, plugins, interfaces, or extensions of the foregoing; and v) complete or partial copies of the foregoing.

Software Store means the online Software store made available by TCS or its agents to download Software.

Software Support means the Software support available at <https://digitate.com/software-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.

Term means the duration (limited term or perpetual) for which a Software is licensed as specified in the applicable OF.

Territory means the country, geography or territory as specified in the relevant OF.

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

Use means operating the Software in object code (machine readable form) only for the Scope, including installing, executing, processing, transmitting, transferring, loading and storing data by Authorized Users in connection with the Scope.

1. License Grant, Conditions, Restrictions:

1.1 Subject to Customer's compliance with the terms and conditions of this Agreement and payment of the applicable Fees, TCS hereby grants to Customer and Customer hereby accepts a non-exclusive, non-transferable (except as stated in Section 11 (Assignment)), non-sublicensable, limited copyright license, for the Term, to Use and to permit Authorized Users to Use the Software on the Customer Environment for the Scope within the Territory and avail Software Support (if applicable) as specified in the applicable OF.

1.2 If the Software is licensed 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 obligations or liabilities on TCS, whether express or implied. The aggregate liability of TCS for all damages arising from or relating to Evaluation licenses (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 license any Software it has evaluated for production or commercial use, the Parties will execute a separate OF for such Software.

1.3 If the Scope 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 shall 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. In order to verify compliance with this Agreement and/or for billing purposes, Customer shall provide, within five (5) business days of a written request from TCS: (i) a usage report generated by the Software, (ii) other information such as evidence of licenses, and/or (iii) access to the Software to TCS or its designated agent. 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 Customer may make machine-readable copies of the Software for backup, disaster recovery or archival purposes, as specified in the applicable OF. Customer shall not copy the Software, except as permitted by this Agreement and the OF. All copies of the Software shall be subject to the terms of this Agreement.

1.6 Customer shall retain on the Software and reproduce on all copies of the Software or parts thereof, TCS' and/or its licensors' logo, trademark, copyright or other notices and proprietary markings. Customer will have no rights in any trademarks, service marks or trade names adopted by TCS and/or its licensors for the Software or any part thereof.

1.7 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 Software or its functionality available to any party other than an Authorized User;

b) reverse engineer, disassemble, de-compile, re-create, enhance, modify or create derivative works of the Software;

c) circumvent, bypass or remove any form of protection, or usage, functionality or technical restrictions or limitations, or to enable functionality disabled by TCS, in connection with the Software;

d) use the Software to provide any application service provider or business processing service provider services;

e) rent, lease, lend, sublicense, distribute, timeshare or provide hosting services with the Software;

f) 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 or any related materials, anywhere in the world;

g) use the Software in contravention of any law or regulation or the rights of others;

h) disclose any security testing, including without limitation, penetration testing, remote access testing, network discovery, vulnerability scanning, password cracking, etc., of the Software. Customer agrees to seek TCS' written consent (which shall not be unreasonably denied) to perform any of the foregoing activities and provide TCS results and reports of any such testing done by it within ten business days of such testing;

i) use the 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 the TCS's detriment or commercial disadvantage;

j) use the various Software components independently or separately for creating a stand-alone product for use or for offering or marketing to others or for using it with any other deliverables not provided by TCS.

1.8 As between TCS and Customer, Customer shall be responsible for (a) acquisition and maintenance of the Customer Environment; (b) acquiring consents from third parties for enabling any interconnections and interfaces between the Software and the third party products used in the Customer Environment (c) complying with the applicable terms and conditions of the third party products used in Customer Environment; (d) compliance of the terms and conditions of this Agreement by a third party, if any, used by Customer for providing or maintaining the Customer Environment; (e) choice, installation, use and maintenance of any third party software (which is not part of the Software) used in relation to the Software, (f) making regular back-ups of Customer's data processed via the Software, and (g) complying with any laws or regulations applicable to Customer.

2. Services Relating To Software

2.1 Customer may avail Services with respect to Software from TCS or through its Affiliates, by entering into a separate agreement and statement of work thereunder for professional services referencing this Agreement and applicable OF.

3. Fees

3.1 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 (or as may be otherwise agreed to in the applicable OF), but not to exceed the maximum interest allowed by law. All Fees are non-refundable except as provided in this Agreement or required under the applicable law. 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.

3.2 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.

4. Warranty

4.1 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.

4.2 TCS warrants to Customer that TCS or its Affiliates own, and/or TCS is authorized to grant the rights and licenses to, the Software(s) as set forth in the Agreement and relevant OF.

4.3 Customer warrants to TCS that the Customer owns, and/or Customer is authorized to grant the rights and licenses to, the Customer Materials as set forth in the Agreement.

4.4 Warranty Exclusions. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 4, 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 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 PROGRAM ERROR DOES NOT RESULT IN THE OCCURRENCE OF OTHER PROGRAM 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. 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.

4.5 Customer and Authorized Users further acknowledge that the Software and Software 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.

5. Confidentiality

5.1 “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 the all information concerning the Software, Software Support, structure, sequence, organization, operation of or methods, processes, techniques, tools or processes used in creating, developing, applying or maintaining the Software, results and reports of any testing of the Software, underlying technology, blocks, scripts, code, tools, files generated from the Software 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.

5.2 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 breach of the receiving Party of this Agreement; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party’s files and records immediately prior to the time of disclosure and not subject to an existing agreement between the Parties; (iv) is obtained by the receiving Party from a third party under no obligation of confidentiality, unless the receiving Party knew that the third party’s disclosure breaches 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 (to the extent allowed by law) and assistance in obtaining an order protecting the information from public disclosure and provided that the receiving Party limits the disclosure to the requisite minimum and informs about the confidentiality of the information at the time of the disclosure.

5.3 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.

5.4 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 except as permitted under this Agreement or 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.

6. Privacy

6.1 Customer acknowledges that the Software(s) is/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 notwithstanding anything to the contrary, TCS shall have no liability, arising from use of any such personal information with the Software(s), including the risk of any inadvertent disclosure or unauthorized access thereto.

6.2 Customer agrees that TCS and its Affiliates may collect and use technical information gathered during its performance under this Agreement. TCS may use this information solely to improve its Software or to provide customized services or technologies to Customer and will not disclose this information in a form that personally identifies Customer. 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.

7. Ownership And Proprietary Rights

7.1 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, 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. TCS reserves all rights not expressly granted herein.

7.2 As between the Parties, Customer or its licensors own all Intellectual Property Rights in or to the Customer Material. The 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 Software Support.

7.3 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) in connection with the Software. 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).

8. Indemnification

8.1 Subject to Section 8.4, TCS will defend, or at its option settle, any third party (other than Customer Affiliate) claim against Customer in the Territory alleging the Software, when used in accordance with this Agreement during the Term, 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 the TCS shall have no obligations to the Customer under this Section 8.1 or Section 8.2 below for Losses to the extent resulting from: (a) Customer’s or any Authorized User’s breach of this Agreement;; (b) any Customer Materials, or any third party product or services, or operation or use of the Software in combination with Customer Materials, products and systems or with third party software, services, processes or materials, where the infringement would not have occurred but for such combination; (c) use of the Software for any purposes other than in compliance with this Agreement; (d) Customer’s failure to implement reasonable corrections, revisions, updates provided by TCS, the use of which would have prevented any such Infringement Claim; (e) TCS’ compliance with any specific requirements, instructions or technical designs of the Customer in relation to this Agreement including providing Software Support to Customer or use of any Customer Materials; (f) Customer’s continued use of the Software or other allegedly infringing activity after receiving notice of the alleged infringement; or (g) any version of the Software which is no longer supported by TCS.

8.2 In the event that any Infringement Claim is initiated against Customer, or in the TCS’s sole opinion is likely to be initiated, then TCS may, at its expense, either: (a) modify or replace the infringing part of the relevant Software so that such part is no longer infringing; or (b) procure for Customer the right to continue using the infringing part of the relevant Software. If TCS determines that neither of options (a) and (b) is reasonably possible, and if the infringement is established by a final decision of the competent court or through a extrajudicial settlement, TCS shall accept the return of the relevant Software and terminate all rights and licenses granted to Customer for the relevant Software and refund to Customer or the applicable Partner an amount equal to: (i) for a limited term licenses, the pro-rated License Fee for the unutilized portion of the Term for the relevant Software; (ii) for a perpetual license, the unamortized balance of the relevant License Fee, calculated on a straight line basis over a period of three years commencing on the effective date of the relevant OF and (iii) the pro-rated Maintenance Fee, if any as set forth in the OF, for the unutilized portion of the then current year of maintenance. If Customer has paid the License Fees or Maintenance Fees through a Partner, Customer will seek refund, if any, through such Partner. The provisions of Section 8.1 and Section 8.2 state TCS’s entire liability and Customer’s sole remedies with respect to any Infringement Claim.

8.3 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 sub-sections (a) to (g) of Section 8.1 or Customer’s breach of Section 14.2.

8.4 Neither Party (“Indemnitee”) shall be entitled to seek any indemnification from the other party (“Indemnitor”) under this Section 8 unless Indemnitee: (a) 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 defence and settlement negotiations; (b) does not make any statement or admission which may prejudicially affect the settlement or defence of such claim; and (c) reasonably cooperates with Indemnitor (including by providing assistance and information) in the defense or settlement of such claim.

9. Limitation Of Liability

9.1 EXCEPT AS SET FORTH IN SECTION 9.3, 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.

9.2 EXCEPT AS SET FORTH IN SECTION 9.3 AND BREACH OF CONFIDENTIALITY OBLIGATIONS, 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 SOFTWARE PAID BY THE CUSTOMER TO TCS UNDER THE APPLICABLE ORDER FORM DURING 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.

9.3 The limitation/exclusion on any Party’s liability as set forth in Sections 9.1 and 9.2 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 8 (indemnity); and (iii) due to infringement or misappropriation of Intellectual Property Rights by Customer or its Authorized Users or Affiliates arising from use of Software by Customer in a manner not licensed under this Agreement.

10. Term And Termination

10.1 The term of this Agreement shall commence on the date when the first OF becomes effective and shall continue to 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 (“Agreement Term”).

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

a) for any breach of any provision of this Agreement or applicable OF which is not curable; or for any breach of the provisions of this Agreement or OF which, if curable, remain to be cured on expiry of thirty (30) days 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.

10.3 TCS may terminate this Agreement or an OF upon written notice to Customer in the event of that the Control of Customer is assumed by any government or governmental agency, or any competitor of TCS.

10.4 Upon termination or expiration of this Agreement, the rights and licenses granted to the Customer under all OFs shall immediately terminate. Upon termination or expiration of an OF, the rights and licenses granted to the Customer under such OF shall immediately terminate. Upon such termination or expiration, Customer shall cease all use of the Software, and return or destroy all copies of the Software and Confidential Information of TCS in its possession or control. If requested by TCS, an authorized officer of the Customer shall certify compliance with these terms in writing.

10.5 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 3 (Fees), Section 4 (Confidential Information), Section 7 (Ownership and Proprietary Rights), Section 8 (Indemnification), Section 9 (Limitation of Liability), Section 10.4 (Effect of Termination), Section 10.5 (Survival), Section 11 (Assignment), Section 12 (Applicable Law), and Section 14 (General).

11. **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.

12. Applicable Law

12.1 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 12.2, 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.

12.2 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 which accepted the OF giving rise to dispute is located. 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 which accepted the OF giving rise to dispute is located 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 (License), Section 5 (Confidential Information) or Section 7 (Ownership and Proprietary Rights) or to enforce the provisions of this Section 12.2.

13. Third Party Software. Notwithstanding anything contrary contained in this Agreement, Customer acknowledges that 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) or 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).

14. General

14.1 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.

14.2 Export Compliance. Customer shall not, directly or indirectly, export, re-export, divert or transfer any Software, 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 Software 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.

14.3 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.

14.4 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. The 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 links 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 or from the third anniversary of Term in case of perpetual license except that any notices related to Third Party Software, privacy, security or where such revision is done to meet any legal or regulatory requirements or improve security shall be applicable immediately.

14.5 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.

14.6 Entire Agreement. This Agreement, along with its schedules (where applicable), the applicable OF(s), and any referenced documents or policies in them 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 (License), Section 5 (Confidentiality), Section 7 (Ownership & Proprietary Rights), Section 8 (Indemnification) and Section 9 (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. For the avoidance of doubt, this Agreement does not supersede any terms and conditions of any Third-Party Software license agreement.

STUDIO SOFTWARE AS A SERVICE SCHEDULE

This Studio Software-As-A-Service Schedule (the "Schedule") is a schedule to the Software License Agreement (the Agreement") under which the Customer identified on the Order Form that references and incorporates the Agreement has licensed ignio Software.

The purpose of this Schedule is to provide such Customer access to the Studio Software as a SaaS Service. All terms and conditions of the Agreement shall apply mutatis mutandis to this Schedule and are incorporated herein by reference. For the purposes of this Schedule, all references to Software in the Agreement shall be read as and mean 'Studio Software' and reference to grant of license and Use of the Software under the Agreement shall be read as and mean 'Use' of the 'Studio Software' as a 'SaaS Services' as such terms are defined in this Schedule. Accordingly, the term 'SaaS Services' shall be included and read along with the term 'Software' at all relevant places in the Agreement where the context so requires.

The terms and conditions set forth in this Schedule apply only if Customer (directly or via Partner) has opted to subscribe Studio Software as a service in addition to the ignio Software, as indicated on the Order Form.

Unless otherwise defined below, Capitalized terms not defined in this Schedule shall have the meanings assigned to them in the Agreement. To the extent that there is any conflict or inconsistency between the terms, conditions and provisions set forth in the Agreement and the terms, conditions and provisions contained in this Schedule, the terms, conditions and provisions contained in this Schedule shall take precedence with respect to Use of the Studio Software as a SaaS Service.

Definitions:

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. 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. For the purposes of this Schedule, "Customer Extensions" shall be included in the definition of "Customer Material" as defined by the Agreement.

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

SaaS Services means the provision of access to the Studio Software as a service and its administration management, monitoring and any other related services except Support, as described in the OF. For the purposes of this Schedule, all references to Software in the Agreement shall be deemed to include SaaS Services, and the terms of the Agreement shall accordingly apply mutatis mutandis to the SaaS Services under this Schedule.

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

Studio Software means (i) 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 (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..

SaaS Support means the SaaS Services support 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.

Use means: for the purposes of this Schedule shall mean: (i) Customer's access to and use of the Studio Software deployed as SaaS; (and (ii) 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 Software.

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 Schedule, TCS shall provide the SaaS Services, SaaS Support and Documentation to the Customer during the Term of the SaaS Services (as specified in the OF), and Customer shall receive a limited, revocable, non-exclusive, non-transferable, non-sub-licensable, worldwide (subject to Section 14.2 of the Agreement (Export Compliance): (i) right to Use SaaS Services by Authorized Users within the Scope; and (ii) right to Use the Documentation by Authorized Users only as required to Use the SaaS Services. TCS may enhance or modify the SaaS Services, provided it does not materially reduce their functionality.

1.2 In addition to the restrictions in Section 1.7 of the Agreement, Customer shall not, and shall not permit or enable any other party or person, directly or indirectly, to: gain or attempt to gain unauthorized access to, intercept, interfere with, disable, halt, 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 security of the SaaS Services.

1.3 In addition to the responsibilities in Section 1.8 of the Agreement, Customer shall be responsible for (a) 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; (b) 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 (c) 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.

1.4 The provisions of Section 1.5 of the Agreement shall not apply to this Schedule.

2. Additional terms for Warranty

In addition to the provisions in Section 4 (Warranty) of the Agreement, the following provision applies this Schedule:

a) Customer warrants to TCS that all account information provided by Customer is accurate and up-to-date. CUSTOMER ACKNOWLEDGES 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.

3. Additional terms for Privacy

a) 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 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 Privacy Policy and 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 SaaS Support, 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.

b) 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 SaaS 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, 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.

4. Additional terms for Ownership and Proprietary Rights. Customer will own all Intellectual Property Rights in or to the Customer Extensions subject to TCS' ownership set forth in Section 7.1 of the Agreement. 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.

5. Additional terms for Indemnification. If a refund is payable pursuant to Section 8.2 of the Agreement with respect to the SaaS Services, then refund will be an amount equal to the portion of the pre-paid Fees for the SaaS Services covering the unexpired term for such SaaS Services. Further, Customer's indemnification obligations under Section 8.3 of the Agreement will also apply to any Losses, due to or arising out of or relating to sub-sections (g) to (h) added through Section 1.2 above.

6. Additional terms for Term and Termination

a) The term of this SaaS Services under this Schedule shall commence on the start date mentioned on the OF and shall continue to remain in effect until the earlier of expiry or termination of the relevant OF or this Schedule or the Agreement or the applicable OF licensing ignio Software under the Agreement.

In addition to the termination provisions under the Agreement, the following provisions shall also apply to this Schedule:

b) 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 1.7, or Section 13 (Third Party Software) or Section 14.2 (Export Compliance) of the Agreement; (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 TCS may deem necessary to prevent harm or violation or as may be as specified elsewhere in this Agreement. TCS will endeavour to provide advance notice of suspension and opportunity to resolve any breach wherever practical.

c) TCS may also terminate this Schedule or use of the SaaS Services immediately upon notice to Customer 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; or (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 Studio Software or SaaS Services expires, terminates, or requires TCS to change the way TCS provides the Studio Software or other technology as part of the SaaS Services

d) Customer will have thirty (30) days after the termination or expiry of this Schedule or the applicable Order Form to perform data retrieval, after which TCS may delete the entire instance of the applicable SaaS Services and delete any production copies of Customer Material in its possession.

e) The provisions of this Schedule (including the OFs) and any referenced documents and url's necessary to determine, enforce or interpret the rights and obligations of the Parties shall survive any expiration or termination of this Schedule or an OF.

7. Third Party Software: The provisions of Section 13 shall apply mutatis mutandis to this Schedule. 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) or is provided in the relevant Documentation or relevant OF.

8. General. All the terms set forth in the Agreement shall continue to apply to this Schedule and are hereby incorporated by reference.

Version: Software License Agreement and SaaS Schedule, February 2021

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