



## TTEC DIGITAL MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is by and between TTEC Consulting (UK) Limited, with registered office at 6 Braid Court Lawford Road, Chiswick, London W4 3HS ("TTEC" or "Service Provider") and XXX (enter Client name), with registered office at \_\_\_\_\_ ("Client") and is entered into as of the date of the last electronic signature (the "Effective Date").

### 1. Definitions.

1.1 "Affiliate" shall mean any entity that controls, is controlled by, or is under common control with TTEC. "Control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity's affairs.

1.2 "Authorized User" shall mean an employee of Client, or of a person to whom Client has outsourced services, who is authorized to access the Services as either a named user, concurrent user or otherwise. Client shall be responsible for the acts and omissions of its Authorized Users as if they were the acts and omissions of Client.

1.3 "Client Materials" shall mean (i) Client provided tools, systems software, databases, hardware, Personal Data, designs and data (whether owned by, or licensed to, Client), and (ii) Client Intellectual Property and any other pre-existing or independently developed materials provided by Client in connection with Client's use of the Services. Client Materials are the Confidential Information (as defined below) of Client.

1.4 "Documentation" shall mean TTEC's documentation which is delivered or made available to Client as part of the Services under this Agreement.

1.5 "Intellectual Property" means all past, present, and future works of authorship, materials, information, software, programs, tools, processes, workflows, documents, drawings, designs, forms, plans, reports, manuals, specifications, business methods and other intellectual property, including all intangible legal rights, titles and interests evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations in part, revisions, extensions, and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations, and combinations thereof, including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (iii) any work of authorship, regardless of copyrightability, copyrightable works, copyrights and applications, registrations, and renewals in connection therewith; (iv) trade secrets and Confidential Information; and (v) all rights associated with the foregoing and all other proprietary rights and any other similar rights, in each case on a worldwide basis, and copies and tangible embodiments thereof, in whatever form or medium.

1.6 "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights and their associated goodwill; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, applications for, and protection of any of the rights referred to in subsections (a) through (e) of this sentence.

1.7 "TTEC Materials" shall mean all software, tools, methodologies, processes, techniques, ideas, know-how, documentation, technical information, technology, and other items whose Intellectual Property Rights belong to or are licensed to TTEC and that are delivered to Client or used by TTEC in providing the Services.

1.8 "TTEC Offerings" shall mean the Services and TTEC Materials. "TTEC Offerings" do not include Products (as defined in Exhibit A) or Provider (as defined in Exhibit A) services.

1.9 "TTEC Parties" shall mean TTEC's subcontractors, agents and Affiliates. "TTEC Parties" do not include Providers.

1.10 "Services" shall mean the applicable scope, services and/or deliverables described in each applicable Statement of Work Quote or other ordering document (each, the "SOW") executed by the parties pursuant to this Agreement. A Client-issued purchase order shall not be the SOW under this Agreement. "Services" do not include Products or Provider services.

1.11 "Third Party Materials" shall mean all software, products, hardware tools, methodologies, processes, programs, services, data, information, materials, documentation, and other items whose Intellectual Property Rights belong to or are licensed from a third party.

### 2. Services.

2.1 Scope of Services/Engagement. TTEC will provide Services to Client for which the scope, fees, pricing, and operational terms shall be specifically described in a mutually agreed SOW executed by authorized representatives of the parties.

2.2 Client Requirements. It is expressly understood that the Services to be performed under this Agreement are a collaborative undertaking between TTEC and Client and, as such, it will be necessary for Client to provide and perform, at Client's expense, Client's requirements and obligations as set forth in the applicable SOW.

2.3 Client Decisions and Consents. TTEC shall be entitled to rely on, and Client shall be responsible for, all decisions, instructions and approvals of Client project, administrative and other personnel in connection with the Services. Client shall be responsible for procuring all Client and/or third-party consents, licenses, approvals or permissions from Client, and/or Client's customers, vendors and licensors as may be necessary to enable TTEC to perform the Services.

2.4 Use of Services. Client will use the Services solely for its internal business purposes in accordance with this Agreement, and the applicable SOW and will not use the Services in any manner that violates any applicable law or governmental regulation.

### 3. Invoicing and Payment.

3.1 Invoicing and Payment. Unless otherwise noted in the SOW, TTEC will invoice Client on a monthly basis for the Services fees, authorized travel and other expenses, and other agreed charges. Client shall pay all invoiced amounts that are not subject to good faith dispute within thirty (30) calendar days from the date of the invoice. Invoices unpaid after thirty (30) calendar days will bear interest the lesser of one and a half (1.5%) percent per month or the highest rate allowed by law. Client will not withhold any undisputed fees. In the event that Client disputes any charges contained in an invoice, Client shall timely pay all undisputed fees and within thirty (30) calendar days from Client's receipt of the invoice provide a written explanation of the basis for the dispute and the amount of any fees withheld. The parties agree to undertake good faith negotiations within thirty (30) calendar days from TTEC's receipt of such explanation to resolve such dispute, utilizing the Change Control Process if needed. If the parties are unable to resolve a fee dispute within such sixty (60) calendar days period, either party may seek any legal or equitable relief available to it. Client agrees to pay any collection costs (including attorney's fees) incurred by TTEC in collecting any late payments. In addition, if Client fails to make timely payment of undisputed fees or charges, and without limitation of any other rights or remedies available to it, TTEC reserves the right to suspend any Services, including Third Party Materials, without penalty to TTEC. Such suspension of Services shall not relieve Client of its payment obligations under this Agreement or the applicable SOW.



3.2 Expenses. Unless otherwise noted in the SOW, Client shall reimburse TTEC for all expenses reasonably incurred by TTEC in connection with the performance of the Services, including, but not limited to, travel and lodging expenses, communications charges and the cost of supplies, which will be invoiced when and as they are incurred.

3.3 Taxes and Other Regulatory Charges. All amounts payable under this Agreement are exclusive of all taxes, levies, duties, tariffs, or other governmental or regulatory charges or expenses or withholdings TTEC is required to collect or remit to applicable tax authorities including, without limitation, any value added tax, withholding tax, sales, goods and services tax or customs duties (collectively, "Taxes"). Client shall pay any and all applicable Taxes, however designated, incurred as a result of or otherwise in connection with this Agreement, the Services, or Products, excluding Taxes based upon the net income of TTEC. If Client asserts in writing that specified amounts are not subject to Taxes and provides TTEC with a valid exemption certificate, TTEC will refrain from collecting and remitting Taxes with respect to such specified amounts.

3.4 Audit. Each party shall maintain complete records of its activities under this Agreement for at least three (3) years following termination of this Agreement. Each party agrees to allow the other party, upon at least ten (10) business days advance written notice, to audit such party's business records specifically relating to this Agreement as kept in the normal course of business to ensure compliance with the terms and conditions of this Agreement. If the audit reveals that either party has failed to comply with the terms of this Agreement, such party shall immediately become compliant and reimburse the other party for any unpaid amounts due (net of any discovered under-billing) and, if the noncompliance reflects a variance of ten percent (10%) or more, the reasonable cost of the audit. In the event that the audit reveals that a party owes the other party money, whether or not such amounts were properly billed at the outset, the owing party shall reimburse the other party for any amounts due. All audits shall be conducted during the audited party's normal business hours, must be conducted in a manner that does not unreasonably interfere with the business operations of the party being audited, and each party may conduct an audit no more than once per calendar year.

#### 4. Change Control.

4.1 Change Control Process. If Client wishes to make a change to any of the Services, or TTEC wishes to make any changes to the Services that will impact the delivery (including but not limited to the delivery timeline) or cost to Client of the Services (including the provision of any "New Services"), such party shall submit to the other party a Change Order, Change Request, or Project Change Form (each, a "PCF"), detailing the proposed change. No PCF will take effect unless signed by both parties. The parties will negotiate the proposed change and the PCF in good faith. Neither party shall have any obligation with respect to a change under this Section unless and until a PCF has been executed by both parties and delivered. Neither party shall unreasonably withhold or delay its approval of a PCF. "New Services" shall be defined as Services provided or to be provided by TTEC to Client that: (i) are materially different from the Services or represent significant cumulative changes that are not caused by TTEC (e.g., a new system or process introduced by Client) or are suggested by TTEC and approved by the Client and that have a material effect on the existing Services, (ii) require materially different levels of effort, skill, resources or expense from the TTEC, or (iii) for which there is no current charging methodology or price. The parties shall adhere to the foregoing change request procedures for any New Services, changes to existing Services, or where otherwise required by this Agreement.

4.2 Changes in Cloud Services. Unless otherwise set forth in the SOW, the following language shall apply to any cloud services that are part of a TTEC Offering: TTEC may change or modify the Services at any time and TTEC will only be required to notify Client of a change or modification to the Services in advance if the change or modification: (i) is not within industry standards and/or customary in the industry; and (ii) does not extend and/or enhance the functionalities or architecture of the Services. If TTEC notifies Client of a change as required in this Section and Client does not wish to use the Services after notification of such change, Client may, within forty-five (45)

calendar days of notification, provide TTEC with written notice of termination of the applicable SOW. If Client does not provide such written notice to TTEC within such forty-five (45) calendar days period, Client shall be deemed to have accepted such change or modification to the Services, and the applicable SOW shall continue in full force and effect. Nothing in this Section shall require TTEC to continue to provide any portion of the Services if this would result in TTEC violating the rights of any third party or any applicable law.

4.3 Issue Management. Client shall provide all necessary information to and cooperate fully with TTEC to facilitate the early identification and timely resolution of issues related to Services under this Agreement and/or the SOW. When an issue cannot be resolved in a reasonable time, the parties will agree on an appropriate mechanism and procedure for escalating and resolving the issue, which may include engaging the dispute resolution process pursuant to Section 11.13 (Disputes and Mediation). To the extent an identified issue is to be researched and/or a recommendation developed or reviewed by TTEC personnel, appropriate mutually agreed charges may apply to the time spent addressing the issue. The issue management process may also result in a change to the scope of the work as set forth in this Agreement.

#### 5. Confidential Information.

5.1 In the course of the Services, either party may provide certain of its Confidential Information to the other. "Confidential Information" shall mean any information or data that is disclosed by or on behalf of a party (in such capacity, the "Disclosing Party") to the other party (in such capacity the "Receiving Party") under or in contemplation of this Agreement or otherwise in connection with the Services and that (a) if in tangible form or other media that can be converted to readable form, is marked confidential when disclosed, (b) if intangible, is clearly identified as confidential when disclosed or (c) whether tangible or intangible, concerns the Disclosing Party's past or present vendors, clients, business partners, plans, strategies, financial condition or documents, pricing, software, product and service offerings, methodologies, models, architectures, or other proprietary technology or Intellectual Property or should otherwise be reasonably understood to be confidential or proprietary to the Disclosing Party given the nature of the information and the context in which it was disclosed.

5.2 Confidential Information shall not include: (i) information that was known to Receiving Party prior to receipt as demonstrated in written records; (ii) information that, at the time of disclosure to Receiving Party, was generally available to the public, or which after disclosure becomes generally available to the public, through no fault of Receiving Party; or (iii) information that is hereafter made available to Receiving Party from any third party having a right to do so on a non-confidential basis.

5.3 Each Receiving Party shall hold the Disclosing Party's Confidential Information in strictest confidence and exercise at least the same standard of care to prevent the disclosure of such Confidential Information as it exercises to prevent the disclosure of its own Confidential Information, but no less than a reasonable standard of care. Receiving Party may disclose Confidential Information of the Disclosing Party to its legal advisors, auditors or other advisors who require this information to provide advice to the Receiving Party in relation to this Agreement on a "need to know" basis. The Receiving Party may also disclose that portion of the Disclosing Party's Confidential Information it is required by law, regulation, subpoena, government order or judicial order to disclose, provided that Receiving Party promptly notifies the Disclosing Party upon such request for disclosure, unless prohibited by law, regulation or facially valid order from making such notification.

5.4 The Receiving Party shall not: (i) make any use or copies of the Confidential Information of the Disclosing Party except as contemplated by this Agreement, (ii) acquire any right in or assert any lien against the Confidential Information of the Disclosing Party, (iii) sell, assign, lease, or otherwise dispose of any Confidential Information of the Disclosing Party to third parties, (iv) commercially exploit such information, including through derivative works, (v) reverse engineer, decompile or disassemble any Confidential Information, or (vi) refuse for any reason (including a default or material breach of this Agreement by the Disclosing Party) to return promptly



to the Disclosing Party the Confidential Information of Disclosing Party if requested to do so.

5.5 Upon expiration or termination of this Agreement, the Receiving Party shall return or destroy, as the Disclosing Party may direct, all documentation in any medium that contains, refers to, or relates to the Disclosing Party's Confidential Information and may retain one copy in Receiving Party's confidential files for archival purposes. In addition, the Receiving Party shall take all reasonable steps to make sure that its employees, representatives, and agents comply with these confidentiality provisions.

5.6 The obligations imposed under this Section will remain in effect with respect to Confidential Information for a period of three (3) years following termination or expiration of this Agreement with respect to Confidential Information that does not qualify as a trade secret under applicable law and, with respect to trade secrets, for so long as such Confidential Information remains a trade secret.

5.7 Data Privacy. For the purpose of this Agreement "Data Subjects" shall mean identified or identifiable persons to whom Personal Data (as defined below) relates. For the purpose of this Agreement "Personal Data" shall mean any information relating to an identified or identifiable person. For the purpose of this Agreement "Data Protection Laws" shall mean any applicable law or regulation concerning data protection that governs the processing of Personal Data under this Agreement. Client represents and covenants, on behalf of itself and its affiliates, that Client or Client's customers (as the case may be) has (and shall have in the future) all rights, title, licenses and authorization in and to Personal Data as necessary to provide such Personal Data to TTEC and/or Provider and has provided any and all notices to and received any and all consents from Data Subjects to allow TTEC to perform the Services without violating the Data Protection Laws. Client agrees to indemnify and keep indemnified and defend at its own expense TTEC against all costs, claims, damages or expenses incurred by TTEC or for which TTEC may become liable due to any failure of Client to comply with any of its obligations under Data Protection Laws (including, but not limited to, providing applicable notices to Client's customers).

## 6. Warranties and Disclaimers.

6.1 General Warranty. Each party represents and warrants that it has the legal right and authority to enter into this Agreement and has the legal power to do so.

6.2 Service Warranty. TTEC warrants that it will perform the Services in a competent and workmanlike manner, in accordance with applicable industry standards and in material conformity with the applicable specifications. The warranty shall not apply: (i) if the Services are not used in accordance with this Agreement, any SOW or PCF, and any Documentation; (ii) if the defect is caused by or arising from the use of any Third-Party Materials not provided by TTEC as part of the Services; or (iii) if the defect is caused by any Client Materials. Notwithstanding anything else in this Agreement to the contrary, all equipment provided by TTEC for Client to use to access the Services is provided "AS IS" without warranty of any kind.

6.3 THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND TTEC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY WARRANTIES THAT THE TTEC OFFERINGS OR WORK PRODUCT WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION; OR THAT THE TTEC OFFERINGS OR WORK PRODUCT WILL PROVIDE ANY SPECIFIC RESULTS OR MEET THE REQUIREMENTS OF CLIENT.

6.4 If the Services do not conform to the foregoing warranty, and Client provides notice of such non-conformity with reasonable specificity within fifteen (15) calendar days after the performance of the relevant Services, then TTEC will use commercially reasonable efforts to re-perform the relevant Services in a materially conforming manner. The foregoing states Client's exclusive remedy and TTEC's entire liability in the event of a non-conformity with the warranty provided in this Section.

6.5 Warranties and Obligations of Client. Client represents, warrants and covenants that: (i) Client has the legal right and authority, and will continue to own or maintain the legal right and authority, during the Term of this Agreement, to provide any Client Materials as contemplated under this Agreement and combine them with the TTEC Materials necessary for TTEC to provide the TTEC Offerings; (ii) the Client Materials are free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by TTEC to provide the TTEC Offerings; and (iii) the performance of Client's obligations and the use of the TTEC Offerings will not violate any applicable laws, regulations or any provision of this Agreement.

## 7. Intellectual Property Rights.

7.1 Ownership of IP. The parties acknowledge and agree that: (i) TTEC and its suppliers or licensors shall retain all right, title, and interest in and to the TTEC Offerings (including, without limitation, any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications thereto and copies thereof) and related documentation, and that ownership of all patent, copyright, trade secret, moral rights, and other Intellectual Property Rights embodied therein or pertaining thereto shall be and remain the sole property of TTEC; (ii) all Client Materials are and shall remain the property of Client, and (iii) all third parties (including but not limited to Providers) assert their retention of all right, title, and interest in and to the Third Party Materials (including, without limitation, any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications thereto and any copies thereof) and related documentation, and that ownership of all patent, copyright, trade secret, and other Intellectual Property Rights therein shall be and remain the sole property of the relevant third party. Client hereby grants to TTEC the right and license to reproduce, distribute, modify, perform, display and otherwise use the Client Materials in connection with providing the TTEC Offerings, and for analytic, statistical, security, quality control, and similar purposes, including by using Client Materials in aggregate form (e.g., to analyze systems performance). TTEC hereby grants to Client the right to reproduce, distribute, modify, perform, display and otherwise use any TTEC Materials incorporated into a deliverable by TTEC for the purpose of the applicable SOW.

7.2 Restrictions on Use. Client will not: (i) make TTEC Offerings or any TTEC Confidential Information available to any individual or entity who is not an Authorized User or any person that is located in an out-of-scope Client location, if applicable, except as expressly permitted under this Agreement; (ii) copy or retain any portion of the TTEC Offerings or any TTEC Confidential Information, except as expressly permitted under this Agreement; (iii) directly or indirectly, attempt to derive source code or other trade secrets from TTEC; (iv) decompile, reverse-engineer, adapt, alter, create derivative works based on, modify, enhance, or translate the TTEC Offerings or any TTEC Confidential Information in whole or in part; (v) resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) the TTEC Offerings, TTEC Confidential Information, or any Third Party Materials to anyone (for use in its business operations or otherwise and other than to provide access to the foregoing to its Authorized Users as expressly permitted by this Agreement); (vi) infringe the Intellectual Property Rights of any entity; (vii) interfere with or disrupt the TTEC systems used to host the TTEC Offerings, other equipment or networks connected to the TTEC Offerings, or disobey any requirements, procedures, policies or regulations of networks connected to the TTEC Offerings made known to Client; (viii) obfuscate, remove, or alter any TTEC or TTEC licensor trademark, service mark, trade name, logo, patent or copyright notice, confidentiality or proprietary legend, or other notices or markings on the TTEC Offerings; or (ix) use the TTEC Offerings for any unlawful purpose or any purpose not expressly authorized in this Agreement or the applicable SOW. Client shall take all necessary action (for example, disabling passwords) to ensure that any former employees and/or contractors do not access or use the TTEC Offerings.

7.3 Development. Nothing in this Agreement shall preclude TTEC from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to items which may be delivered to Client pursuant to this Agreement.

7.4 Trademarks. Both parties acknowledge that any symbols, trademarks, trade names, and service marks ("Trademarks") adopted by the other party or any third party belong to either the other party or the relevant third party, respectively, and that both parties shall have no rights in such Trademarks of the other party or any third party, except as approved by the relevant party or the relevant third party, as the case may be, in writing.

## 8. Indemnification.

8.1 TTEC Indemnification. TTEC, at its expense shall, to the extent it is liable, (a) indemnify and defend Client from and against any third party claim that Client's use of the Services, in accordance with the terms and conditions of this Agreement, infringes a trade secret, patent or copyright (in each case existing on the date of this Agreement) or (b) arises out of any violation of or failure to comply with Section 7 (Intellectual Property Rights) and TTEC shall pay all final judgment awards against Client or settlement costs in connection with such claim or action.

8.2 Exclusions. TTEC and its Affiliates will have no liability, and Client shall indemnify and defend TTEC, for any claim of infringement or misappropriation to the extent based on: (i) Client's misuse or modification of such Services or use of such Services other than as directed or approved by TTEC; (ii) Client's failure to use corrections or enhancements made available by TTEC; (iii) Client's use of such Services in combination with any service, product or information not owned or developed, or approved for use in combination with such Services, by TTEC; (iv) information, direction, specification or materials provided by Client or any third party; or (v) any breach of any of the terms of this Agreement or any negligence, willful or fraudulent act or omission of or by the Client, its officers or employees, agents or contractors. Nothing contained herein shall be deemed to obligate TTEC to defend and/or indemnify Client for any infringement caused by any Third-Party Materials or Products.

8.3 Alternatives. If any portion of the Services are held to, or TTEC believes it is likely to be held to, constitute such an infringement, TTEC will have the right at its sole option and expense, to: (i) substitute or modify the Services so that they are non-infringing and have all material functionalities; and/or (ii) obtain for Client a license to continue using the Services; and (iii) if (i) and (ii) are not commercially reasonable, terminate the applicable SOW as to the infringing portion of the Services and refund to Client a pro rata portion of any unused pre-paid fees paid by Client with respect to the infringing portion of the Services. The remedies stated in this Section constitute Client's sole and exclusive remedies and the entire liability of TTEC Parties with respect to any infringement.

8.4 Client Indemnification. Client shall indemnify and defend, at its expense, any claim or action brought against TTEC or its Affiliates that (i) alleges that Client Materials, as provided by Client to TTEC under this Agreement and used within the scope of this Agreement, infringes any copyright, trade secret, patent or other proprietary right, or (iii) arises out of any violation of or failure to comply with Section 7 (Intellectual Property Rights) (including, without limitation, for any breach or misuse by Client or any Authorized User of Third Party Materials); and Client shall pay all final judgment awards against TTEC or its Affiliates or settlement costs in connection with such claim or action.

8.5 Conditions to Indemnification. The application of the foregoing indemnities is conditional upon the party seeking indemnification: (i) notifying the other in writing of a claim or suit promptly, but in any event not more than thirty (30) calendar days (provided that any delay in providing such notice will relieve the indemnifying party from its obligations solely to the extent it is prejudiced thereby); (ii) providing reasonable cooperation (at the indemnifying party's expense); (iii) granting the indemnifying party full authority to defend or settle the claim or suit, provided that the indemnified party shall be entitled to participate, at its own expense, in the defense of the claim or suit on a monitoring, non-controlling basis; and (iv) not making any settlement in respect of the claim or taking any action which may prejudice the indemnifying party's defense of the claim. The indemnifying party shall not acquiesce in any judgment or enter into any settlement without the prior written consent of the indemnified party if such judgment or

settlement admits fault or creates an obligation or liability on the part of, or does not include an unconditional release of, the indemnified party.

## 9. Limitation of Liability.

9.1. To the maximum extent permitted under applicable law, neither party nor its affiliates, officers, employees, and agents, licensors and suppliers, shall have any liability to the other party whether in contract, strict liability, tort (including, without limitation, negligence) or otherwise for special, consequential, exemplary, incidental, indirect or punitive loss, damage, expenses or for loss of business, data, revenue, profits, goodwill, data, interruption of business, deletion or loss of data, cost to recreate data, or use, even if it has been advised of the possibility of such damages or if they are foreseeable and even if a remedy fails of its essential purpose.

9.2. In no event shall the cumulative amount of either party's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to the other party or to any third party concerning performance or non-performance of the Services or supply or non-supply of any work product or TTEC Materials, or sale of any Product, or in any other manner related to or under this Agreement, for any and all claims, as applicable: (i) exceed the Services fees paid or payable by Client to TTEC under the applicable SOW or PCF pursuant to the terms of this Agreement during the twelve (12) month period preceding the event giving rise to the cause or action or claim; or (ii) if TTEC is providing Product to Client, be in excess of the net purchase price of the specific Product giving rise to a claim.

9.3. Nothing in this Agreement shall exclude or limit either Party's (or their respective affiliates) liability for (i) either party's willful misconduct (including any indemnity obligations arising from such party's willful misconduct), (ii) for bodily injury, death and tangible property damages caused by a party's negligence (including any indemnity obligations for bodily injury, death and tangible property damages caused by such party's negligence), or (iii) any fees due and payable by Client to TTEC under this Agreement or any SOW or PCF.

9.4 Co-Liability. If either party is negligent or otherwise at fault or strictly liable without fault, then such party's obligations under this Agreement shall continue, but the party shall be liable to the other party only for the percentage of responsibility for the damage or injuries attributable to such party.

9.5 TTEC's liability for any failure to achieve service levels / performance objectives shall be limited to those credits, as applicable, set forth in the applicable SOW.

9.6 The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and each party's compensation hereunder reflects such allocations. The limitations on liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of any lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided in this Agreement fails of its essential purpose. This Section is not intended to limit or exclude a party's liability for any matter for which liability cannot be limited or excluded by law.

## 10. Term and Termination.

10.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years ("Initial Term"). Upon completion of the Initial Term, the Agreement shall automatically renew for consecutive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of its intent not to renew at least ninety (90) calendar days prior to the then current term. For purposes of this Agreement, Initial Term and Renewal Term(s) may collectively be referred to as "Term".

10.2 Termination for Breach. In addition to any other rights or remedies available to the non-breaching party at law or in equity, upon material breach that the breaching party fails to cure within thirty (30) calendar days of receiving written notice of such





breach, the non-breaching party may, upon written notice to the breaching party, terminate the applicable SOW or this Agreement if there are no active SOW at the time of breach.

10.3 Termination for Insolvency. Either party may demand assurances or may terminate this Agreement or the SOW by written notice to the other party as follows: (i) upon the discovery, upon information and belief, that the other party has become insolvent; (ii) the institution by or against the other party of receivership, or bankruptcy proceedings, or any other proceedings for the settlement of such party's debts; or (iii) upon the other party making an assignment for the benefit of creditors.

10.4 Duties upon Termination. In the event of any termination or non-renewal pursuant to this Section, Client shall pay TTEC for all Services rendered, Products ordered, expenses incurred by TTEC, and any noncancelable and/or nonrecoverable costs incurred by TTEC on behalf of the Client under this Agreement, or any SOW or PCF.

## 11. General Provisions.

11.1 Survival. Each party's obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement (including, without limitation, any obligation to indemnify the other party hereunder and the provisions relating to payment, limitations of liability, confidentiality, Intellectual Property, Taxes, audit, dispute resolution, choice of law, venue and waiver of jury trial) shall survive termination or expiration of this Agreement.

11.2 Compliance with Laws and Regulations. Each of the parties will perform its obligations under this Agreement and any applicable SOW in compliance with all laws, ordinances and regulations (including, but not limited to, all United States export laws) applicable to it and will obtain and maintain in full force and effect, any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder. Client shall provide TTEC with all necessary legal and regulatory compliance guidelines, if applicable, to be used by TTEC in the performance of the Services, including, but not limited to, any updates or other developments affecting such compliance guidelines. The parties shall effectuate processes to administer and validate such compliance, if applicable. Subject to the terms and conditions of the applicable SOW, TTEC shall take reasonable steps to perform the Services in a manner that enables Client to remain in compliance with applicable laws and regulations.

11.3 Non-Waiver. Neither party shall be deemed to have waived any provision hereof, or any right hereunder, unless such waiver is in a writing executed by a duly authorized representative of such party. No waiver by either party of any provision hereof or right hereunder shall constitute a subsequent waiver of such provision or such right, or a waiver of any other provision or right.

11.4 Severability. If any provision of this Agreement is found invalid by a court of competent jurisdiction, such provision shall be severed and/or modified to the extent necessary to cure such invalidity, and this Agreement, so modified, shall remain in full force and effect.

11.5 Relationship of the Parties. This Agreement does not constitute a partnership, franchise, joint venture, agency or employment relationship. Each party is an independent contractor and as such, does not have any authority to bind or commit the other.

11.6 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given the first business day after being delivered by an internationally recognized overnight courier delivery service to the other party to the addresses set forth below, or to such other address or individual as the parties may specify from time to time by written notice to the other party. Notwithstanding the foregoing, any notice for the sole purpose of changing the address at which a party receives notices may be sent to the other party by first-class mail or air mail, postage prepaid. All notices shall be sent to the parties' addresses as set forth herein.

If sent to TTEC:

Address: [REDACTED]

If sent to Client:

Address: [REDACTED]

11.7 Employee Non-Solicit. During the period beginning with the Effective Date and ending one (1) year after all Services have been performed, neither party will (directly or indirectly), without the written consent of the other party, solicit, entice or offer employment or engage as a consultant any employee of the other who was substantially involved in providing, receiving, or evaluating Services. The foregoing shall not apply to non-targeted solicitations contained in periodicals, on web sites or in other media of general communication or to the extent that any such employee has ceased to be employed by a party for at least one (1) year prior to being solicited.

11.8 Force Majeure. Neither party shall be liable for any delay or failure in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to causes beyond its control, including, but not limited to, acts of God, the public enemy, major equipment failures, cyber-attacks, inability to obtain materials or services, failures of telecommunications / internet providers, riots, strikes, civil commotion, fires, pestilence, natural catastrophes, epidemics, fluctuations or non-availability of electrical power, or government demands/requirements. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the duration of the failure or delay; provided, that the party affected by such delay is using commercially reasonable efforts to mitigate or eliminate the cause of such delay or its effects. Each party shall notify the other in writing promptly of any failure or delay in, and the effect on, its performance. Nothing in this Section shall relieve Client from making timely payment to TTEC of any undisputed fees or charges for Services performed, Product ordered, and noncancelable commitments or expenses incurred for or on behalf of Client pursuant to an applicable SOW.

11.9 Delay. TTEC shall not be liable for any delay or failure in performance due to or arising in connection with: (i) any instructions of Client or any information provided by Client or its agents to TTEC; (ii) any act or omission of Client or any third-party supplier of Client; (iii) any breach by Client of any of its obligations hereunder or under any SOW; or (iv) the inaccuracy or non-occurrence of any assumption stated in any SOW. Client shall be responsible for the amount of any increased costs incurred by the TTEC as a result thereof and any impacted deadlines / milestones will be automatically extended by an amount of time reasonably required to compensate for such delay. TTEC will provide Client with reasonable prior written notice of any such delay or failure and will provide documentation of costs incurred.

11.10 Integration / Merger. This Agreement, including all SOWs and/or PCFs executed pursuant to this Agreement, contains the entire agreement between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement. Client will not require TTEC or its employees to sign or otherwise enter into, any additional agreements, addendums, or other documents not specifically referenced and incorporated in this Agreement nor require TTEC or its employees to undergo any security or background checks not expressly set forth in this Agreement as a condition of TTEC performing Services under this Agreement.

11.11 Order of Precedence. Unless otherwise set forth in the applicable SOW, in the event of a conflict between any term of this Agreement, the SOW or a PCF, the following order of precedence shall apply: (i) PCF; (ii) SOW; and (iii) Agreement.

11.12 Amendments. This Agreement, including any SOWs, PCFs and attachments, may not be modified or amended except in writing signed by a duly authorized representative of each party.

11.13 Disputes and Mediation. Upon the occurrence of any dispute, controversy



or claim arising under or in connection with this Agreement (including disputes as to the creation, validity, interpretation, breach or termination of this Agreement) that have not been resolved despite diligent good faith efforts by the day-to-day account managers of the parties (a "Dispute"), each of the parties will appoint a designated senior executive who is not involved in the general operation of the Services related to the Dispute and whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will initially meet within ten (10) business days of the commencement of the Dispute and then shall diligently meet thereafter as often as necessary to negotiate in good faith a resolution of the Dispute. All proposals, discussion and information exchanged during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings (legal, administrative, or otherwise). If no settlement is reached in the informal dispute discussions, either party may, if it reasonably determines that the informal dispute process was unsuccessful, give notice to the other party that it wishes to pursue non-binding mediation and designate either JAMS (or a similar organization) as mediators. Neither party may unreasonably withhold, condition, or delay consent to the selection of mediator. The parties agree to pay their own costs and to equally share the cost of mediation services. The parties agree to be represented at the mediation meeting by individuals with full decision-making authority regarding the Dispute. Notwithstanding the above, nothing in this Section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious or irreparable injury to one party or to others, or a complaint must be filed prior to the running of the applicable statute of limitations.

11.14 Choice of Law / Venue. This Agreement shall be governed in all respects by the following governing laws without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law:

- 11.14.1 If the applicable TTEC entity is incorporated in the United States, then the laws of the State of Texas shall govern;
- 11.14.2 If the applicable TTEC entity is incorporated in Canada, then the laws of the Province of Ontario shall govern;
- 11.14.3 If the applicable TTEC entity is incorporated in the United Kingdom, then the laws of England and Wales shall govern;
- 11.14.4 If the applicable TTEC entity is incorporated in the European Union, then the laws of the Netherlands shall govern; or
- 11.14.5 If the applicable TTEC entity is incorporated in Australia, then the laws of the State of New South Wales shall govern.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Notwithstanding anything in this Agreement to the contrary, TTEC may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened: (i) misappropriation or infringement of its intellectual property rights or those of its licensors or (ii) breach of TTEC's confidentiality rights, and Client hereby submits to the exclusive jurisdiction of such courts and waives any objection on the basis of improper venue, inconvenience of the forum or any other grounds. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. Except for actions for nonpayment, breach of confidentiality, or breach of TTEC's or third party or Provider proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has accrued.

11.15 WAIVER OF JURY TRIAL. IF THE PARTIES CHOICE OF LAW IS A COMMON LAW JURISDICTION, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS AGREEMENT OR ANY SOW OR ANY RELATED AGREEMENT.

11.16 No Third-Party Beneficiaries. Neither this Agreement nor the provision of

the Services shall be construed to create any duty or obligation on the part of TTEC to any third parties. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against TTEC, its Affiliates, officers, employees, agents, and contractors.

11.17 Client Purchase Orders. The terms and conditions of any purchase order, acknowledgment or other similar form issued by Client are intended solely for administrative convenience and no term or condition therein shall alter, amend or affect any provision of this Agreement or any SOW, even if signed by either or both parties.

11.18 Assignment. This Agreement may not be assigned by either party without the prior approval of the other, except that no such approval shall be required for assignment in the event of a transfer in a (i) transaction involving a change in control of a party hereto or (ii) sale or other disposition of all or substantially all of the assets of the business or operations of a party hereto directly related to this Agreement. TTEC may also assign this Agreement to an affiliated company without Client's prior written approval. This Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and permitted assigns. In addition, TTEC may provide the Services through any of its Affiliates and subsidiaries, each of which shall be referred to as "TTEC" for purposes of the Services that it provides under this Agreement. For purpose of this Section, a spinoff of TTEC from its parent company into an independent, publicly traded company shall not constitute a change of control.

11.19 Subcontractors. TTEC may subcontract the performance of all or any portion of the Services, without prior written consent from Client to its standard subcontractors and third party manufacturers; provided however that TTEC will not, as a result of any subcontracting arrangement, be relieved of any of its obligations under this Agreement and shall continue to be responsible for any subcontractor acts or omissions.

11.20 Anti-Corruption. Each party agrees that it has not entered into this Agreement with a corrupt motive to obtain or retain business or secure an unfair business advantage and it shall fully comply with anti-corruption laws. Each party represents that it has an anti-corruption and anti-bribery policy in place and that it has not made and will not make or facilitate improper or illegal payments.

11.21 Insurance. During the Term of this Agreement the parties shall each maintain appropriate professional indemnity, liability, employers' liability and other common customary risk insurance with a reputable insurance company.

11.22 Required Filings and Publicity. Neither party will use publicly the other party's name or refer to the other party in any way in or with the media, including, but not limited to, in advertising, without the other party's prior written consent; provided, however, that either party may make disclosures or filings required to comply with applicable laws, including filings with regulatory agencies, such as the United States Securities and Exchange Commission, or disclosures or filings required to comply with the rules of a national securities exchange or automated quotations systems such as the National Association of Securities Dealer's Automated Quotations (NASDAQ); and either party may include the other party's name and a mutually agreed factual description of the work performed under this Agreement in employee communications, in its list of references, in the experience segment of proposals to third parties, in internal business planning documents, in its or its affiliates' annual report to stockholders, and whenever required by reason of legal, accounting, or regulatory requirements.

11.23 Sales of Provider Hardware, Software, Software Subscription Services and/or Pass-Through Maintenance Services. The parties agree that the terms and conditions for the sale of hardware, software, software subscription services and/or pass-through maintenance services of or by a Provider shall be subject to Exhibit A to this Agreement and said Exhibit A is fully incorporated into this Agreement.



11.24 Counterparts and Authority. This Agreement may be signed in multiple counterparts, each of which will be considered an original, and all of which will be considered one and the same document. This Agreement may be executed by electronic signatures (such as through the exchange of signed PDFs) and/or encrypted digital signatures (such as through the use of DocuSign, Adobe eSign or otherwise). Each party represents and covenants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it, and that it has the power and authority to enter into it.

**CLIENT**

\_\_\_\_\_  
Full Corporate Name

\_\_\_\_\_  
Signed

By: \_\_\_\_\_

Title: \_\_\_\_\_

**TTEC**

\_\_\_\_\_  
Full Corporate Name

\_\_\_\_\_  
Signed

By: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

### Sales of Provider Hardware, Software, Software Subscription Services and/or Pass-Through Maintenance Services.

1. Client desires that, from time to time, TTEC order hardware, software, software subscription services, pass-through cloud services and/or pass-through maintenance services (the "Products") from various third-party manufacturers or third-party providers (the "Provider") on its behalf. Accordingly, the parties agree that the following terms and conditions shall solely apply for the sale or provision of the Products:

2. Bill of Materials and Orders. Upon Client's request, TTEC may provide Client with a Bill of Materials, Product quote, or similar document (each, a "BOM") noting Product quantities and pricing which is valid for thirty (30) calendar days from issuance, or such other period as set forth in the applicable BOM. This BOM is not an offer. If the BOM is acceptable to Client, Client may issue an order (such as the issuance of a purchase order) to TTEC ("Order"), referencing the BOM and this Agreement, which TTEC may accept or reject in its sole discretion. Once issued by Client, any Order will be non-cancelable without the prior written consent of TTEC. The terms and conditions of any Order, acknowledgment or other similar form issued by Client is intended solely for administrative convenience and no term or condition therein shall alter, amend or affect any provision of this Agreement even if signed by either or both parties. An omission of reference to this Agreement in the Order will not affect the application of this Agreement to such Order.

3. Products or Services. Client acknowledges and agrees: (i) they have received, accepted and agreed to be bound by the Provider's End User License Agreement or End User Agreement, (each, a "EULA"), and (ii) they have received, accepted and agreed to be bound by the Provider's applicable terms and conditions for the software subscription services, hardware and/or pass-through maintenance services purchased by Client (the "Provider Terms") In some cases, TTEC may be a party to the EULA, instead of the Provider and Provider may be a third party beneficiary, and in other cases, TTEC is not a party and is not a third party beneficiary of the EULA or Provider Terms.

4. PRODUCT WARRANTIES. EXCEPT AS EXPLICITLY STATED OTHERWISE IN ANY EULA OR PROVIDER TERMS, CLIENT ACKNOWLEDGES THAT TTEC IS NOT THE MANUFACTURER OF ANY OF THE PRODUCTS AND NOT THE PROVIDER OF THIRD-PARTY SERVICES. EXCEPT AS EXPLICITLY STATED OTHERWISE IN ANY EULA OR PROVIDER TERMS, ANY WARRANTIES ARE PROVIDED SOLELY BY THE PROVIDER, AND TTEC MAKES NO WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, TITLE, INFRINGEMENT, THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES THAT MIGHT ARISE THROUGH USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. EXCEPT AS EXPLICITLY STATED OTHERWISE IN ANY EULA OR PROVIDER TERMS, TTEC SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CLIENT FROM OR AGAINST ANY DAMAGES OR COSTS INCURRED BY CLIENT ARISING FROM THE INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY BY PRODUCTS OR SERVICES. FURTHERMORE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXPANDING OR ADDING TO ANY WARRANTY OR INDEMNITY OR CHANGING ANY TERM OR CONDITION IN ANY EULA OR PROVIDER TERMS.

5. Provider Confidential Information. Client hereby acknowledges that Client may access or receive information hereunder relating to the Products and to Provider which is of a confidential and proprietary nature ("Provider Confidential Information"). Such Provider Confidential Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, Provider software source documents, data, financial information, and sales and marketing plans. Although copyrighted, the Products (including any updates) may be or are unpublished and contain proprietary information of Provider and its suppliers, and therefore shall be deemed to be Provider Confidential Information notwithstanding any failure to mark it

so. Client shall at all times: (i) keep in trust and confidence all such Provider Confidential Information; (ii) protect the confidentiality of such Provider Confidential Information with the same degree of care which it uses to protect its own confidential information, provided, however, that it shall use at least reasonable care; and (iii) not use such Provider Confidential Information in any way for its own account or the account of any third party other than as authorized under this Agreement. Client shall also not disclose any such Provider Confidential Information without TTEC's and Provider's written consent. Client further agrees to immediately return to TTEC all Provider Confidential Information (including copies thereof) in Client's possession, custody, or control upon termination of this Agreement at any time and for any reason. Client will indemnify TTEC and Provider for unauthorized disclosures of Provider Confidential Information by Client, its agents and representatives.

6. Trademarks. Client acknowledges that any symbols, trademarks, trade names, and service marks ("Trademarks") adopted by a Provider to identify the Products, belong to Provider, respectively, and that Client shall have no rights in such Trademarks, except as approved by Provider, as the case may be, in writing.

7. Export Controls. The Products may be subject to United States or other international technology control or export laws and regulations. Client must comply with all United States export laws and regulations that apply to the Products. These laws include restrictions on destinations, end users, and end use that the Client must comply with. Client is responsible for screen for prohibited uses and obtaining any required licenses, government approvals or other authorizations.