

GENERAL TERMS AND CONDITIONS FOR SERVICES

These Terms and Conditions ("**T&C**") shall be read in consonance with the call-off Agreement and/or the master service Agreement ("**Agreement**"), as and when entered into with INVENIO BUSINESS SOLUTIONS LTD. ("**Supplier**"). The Supplier and the Customer shall be individually referred to as "Party" and collectively as "Parties", as the context requires.

1. DEFINITIONS:

- 1.1 "**Applicable Law**" shall mean all federal, state and local laws, statutes, ordinances, rules and regulations of any applicable jurisdiction and any applicable court order or settlement Agreement including, without limitation, privacy and data security statutes and regulations promulgated and in effect under such statutes and all applicable privacy and data security standards and generally accepted industry standards including, without limitation International Standard ISO/IEC ISO 27001 and 27002.
- 1.2 "**Affiliate**" of a shall mean any entity that, directly or indirectly, controls, is controlled by or is under common control with, the Party; and "**Control**" shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the Party, whether through the ownership of over 50% (fifty percent) of voting securities, through the power to appoint over half of the members of the board of directors or similar governing body of such Party or through contractual arrangements or otherwise, and "Controls" and "Controlled" shall have like meaning.
- 1.3 "**Customer**" shall mean any individual, company, organisation, entity, and/or legal person who purchases any Product and/or Service from the Supplier.
- 1.4 "**Customer Materials**" shall mean any materials and/or data provided by Customer or its Affiliates to Supplier in relation to the Products and/or Services.
- 1.5 "**Customer Property**" shall mean equipment, tools or other property owned or leased by Customer or its Affiliates.
- 1.6 "**Deliverables**" shall mean those items described and itemized in the SOW as final work products to be delivered by Supplier pursuant to such SOW.
- 1.7 "**Exploitation**" shall mean and include the entire literary, mechanical or electronic reproduction of the Work Product and any, internet (including the world wide web), computer network and other broadcasting rights of the Work Product for all countries of the world and all languages and all other rights of any type or kind that may hereafter be invented, discovered or come into existence; the unrestricted right to display, reproduce, distribute, transfer, resell, license, sub-license or assign the Intellectual Property or any of its rights hereunder in whole or in part to any person or entity vested in the Work Product; the unrestricted right to debug, correct, alter, update, change, enhance, improve, translate, adapt, arrange, transpose, add to, interpolate in and subtract from such Work Product and to create derivative works to such extent as Customer, at its sole discretion, may deem expedient in the exercise of the rights assigned to it, and to use parts of such Work Product in conjunction with any other works or materials in any manner and to secure Intellectual Property and registrations of the Work Product in the name of Customer; and/or the unrestricted right to recover for damages and profits from past, present and future misappropriation and/or infringing use of the Work Product.
- 1.8 "**Existing Materials**" shall mean all documentation, Software and other materials used or provided by a Party under or in connection with this T&C that are: (a) owned by, or licensed to, that Party prior to the execution date; or (b) developed independently from this T&C by that Party, and that are not developed, commissioned or created under or in connection with this T&C and including, in the case of Customer, all Customer Property and Customer Materials.
- 1.9 "**Fees**" shall mean charges for the Products and/or Services as identified in the SOW (s).
- 1.10 "**Hardware**" shall mean equipment or machines will be delivered by Supplier under this T&C. Hardware may be manufactured by Supplier or by third parties.
- 1.11 "**Intellectual Property**" shall mean all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents, patent applications, and know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, data and databases, and

- mask works.
- 1.12 **"Products"** shall mean the Hardware, Software, or Systems that will be delivered by Supplier under this T&C.
- 1.13 **"Personnel"** shall mean and include any employees of Supplier and/or any other persons engaged by Supplier in respect of the Products and/or Services to be rendered under the T&C.
- 1.14 **"Personal Information"** shall mean any information (including all financial account information): (a) that identifies or can be used to identify, contact or precisely locate the person to whom such information pertains; (b) from which identification or contact information of an individual person can be derived; or (c) as otherwise may be defined by Applicable Law.
- 1.15 **"Records"** shall mean information, whether in its original form or otherwise, including a document, a signature, a seal, text, images, sound, speech, or data compiled, recorded, or stored, as the case may be: (a) in written form on any material; (b) on film, negative, tape, or other medium so as to be capable of being reproduced; or (c) by means of any recording device or process, computer or other electronic device or process;
- 1.16 **"Services"** shall mean performance of a task or project, provision of advice, assistance, or use of a resource (such as access to an information data base) that Supplier makes available. Services include provision of maintenance and support for Products and Professional Services. **"Professional Services"** mean engineering, design, consulting or information technology services performed from time to time on a task or project basis by Supplier for Customer.
- 1.17 **"Software"** shall mean computer programs and data, in machine readable form, and related materials, including user, technical, and system administrator materials, listings, and documentation related to such computer programs and data.
- 1.18 **"Specifications"** shall mean the technical and operational specifications that describe the proper functioning of any Product or Service. For Hardware the Specifications are provided by the manufacturer. For Services and Systems the Specifications are provided in the SOW. For Supplier Software, the Specifications are as provided in the license Agreement and any applicable SOW. For third party Software, the Specifications are as provided in the license agreement.
- 1.19 **"System"** shall mean a combination of Hardware and Software integrated to perform specified functions.
- 1.20 **"Statement of Work/SOW"** shall mean a document referencing this T&C signed by both Customer and Supplier from time to time specifying the Products and/or Services to be provided and the scope thereof, the respective responsibilities of Supplier and Customer, the applicable schedule of delivery, the completion and acceptance criteria, the applicable Fees for the Products and/or Services, and any other terms.

2. SCOPE OF AGREEMENT:

- 2.1 **Framework:** This T&C is a framework agreement. Supplier may sell, and Customer may purchase Hardware, Systems, and Services and/or Supplier may license Software to Customer, as specified in one or more SOW signed by Supplier and Customer, referencing this T&C. Supplier shall not be required to commence work unless a SOW is duly executed by authorized signatories of each Party. Each such SOW, together with the T&C, including the schedules, annexures and all the variations, amendments, addendums thereto, shall constitute an Agreement between the Parties (the **"Agreement"**).
- 2.2 **Scope:** Supplier shall provide the Products and/or Services described in each SOW and in accordance with the T&C. Supplier and Customer shall each perform their respective obligations and carry out the responsibilities as described and according to each SOW.
- 2.3 **Conflict:** To the extent there is a conflict between the terms of the SOW and this T&C, the terms of this T&C shall control, unless explicitly stated otherwise in the SOW. The terms of the SOW are limited to the scope of such SOW, and shall not be applicable to any other SOWs which may be executed between the Parties.
- 2.4 **SOW:** Each SOW shall constitute a separate and distinct contract between the Parties, it being understood and agreed, however, that the terms and conditions of the T&C shall be deemed incorporated in each such SOW. Additionally, the T&C shall supersede any contemporaneously issued or subsequently issued by Supplier any document. No such contrary or inconsistent terms and conditions or additional terms in any document issued by Supplier shall become part of the T&C unless accepted in writing by both the Parties.

- 2.5 **Non-Exclusive Engagement:** Nothing in the T&C shall be construed as prohibiting Customer from obtaining the same or similar Product and/or Services from another source and Supplier agrees that the execution of the T&C does not create an obligation upon Customer to avail any Products and/or Services from Supplier unless a SOW is duly executed by authorized signatories of each Party.
- 2.6 **Additional Products and Services:** During the Term of the T&C, Supplier and Customer may agree upon additional products and/or services to be provided by Supplier for Customer under a SOW and/or may agree to modify the products and/or services under a SOW. Any such additional products and/or services shall be set forth in additional SOW and any modification to the products and/or services as to impact on scope, Deliverables and Fees shall be set forth in change order or in accordance with the change procedures set forth in a SOW ("**Change Order**"). Any additional products and/or services or modifications set forth in Change Order shall be deemed to be Products and/or Services, as the case may be, for the purpose of the T&C.
- 2.7 **SOW Term:** The duration of each Products and/or Services will be set out in the applicable SOW. Each SOW will specify the term when the Products and/or Services will commence and end ("**SOW Term**").
- 2.8 **Timeline:** Supplier shall deliver the Products and/or Services to Customer on or before the delivery date specified in a SOW. Time is of the essence in the delivery of the Products and/or Services.
- 3. CONSIDERATION:**
- 3.1 **Fees:** In consideration of the Products and/or Services delivered by Supplier in accordance with the T&C framework, Customer will pay Supplier Fees for the Products and/or Services set forth in each SOW in accordance with the T&C and/or SOW. Customer shall make such payments to Supplier in accordance with the payment schedule set forth in the respective SOW.
- 3.2 **Invoice:** Supplier shall submit invoices to Customer for the Products and/or Services at such time or times as payment becomes due under each SOW. All Invoices prepared in accordance with the T&C and shall be payable within such days specified in each SOW from the date of receipt of such invoice. All invoices shall specifically refer to the SOW to which they relate. Whenever an invoice includes charges for time and materials, the invoice shall indicate the names and hours of the Personnel performing the work.
- 3.3 **Disputed Invoice:** If any invoice or part thereof is disputed by Customer, Customer shall only pay the undisputed invoices or the undisputed part of the invoices, if such bifurcation is practicable, as relevant and the Parties shall mutually resolves the dispute relating to the remainder of the invoice. Any Invoice prepared contrary to T&C shall not be processed by Customer until rectified by Supplier to make it in accordance with the T&C and submitted to Customer. The timelines for payment of the invoice will be considered only after the receipt of the updated invoice by Customer.
- 3.4 **Reimbursement:** Each invoice shall separately set forth travel expenses, if any, authorized by Customer prior to incurring such expenses for reimbursement. Supporting documentation (e.g., receipts for air travel, hotels, and rental cars) per Customer's standard reimbursement policies shall accompany any such invoice.
- 3.5 **Currency:** Unless otherwise specified in the SOW, all amounts shall be invoiced and paid in GBP.
- 3.6 **Taxes:** Customer shall be liable only for those taxes imposed on a Customer by operation of law. Customer may require Supplier to provide Customer with documentation satisfactory to Customer establishing Customer's liability for such taxes; provided that Supplier shall not be required to provide such documentation in connection with VAT unless Customer questions the applicability of such taxes. Each Party is responsible for its own income taxes. Provided however those Fees and other charges required to be paid by Customer under the applicable SOW shall be subject to withholding tax deductions at source, if applicable.
- 3.7 **Total Consideration:** Fees specified in the applicable SOW, unless stated otherwise, is deemed to include all expenses necessary for the delivery of the Products and/or Services and Supplier shall not receive any other payment for delivering the Products and/or Services. Supplier agrees that Fees as payable under applicable SOW shall include all sums payable to third parties for rendering of Products and/or Services and assignment of all rights in the manner stipulated in clause 6 below.

4. ACCEPTANCE

- 4.1 **Acceptance and Correction:** Products and/or Services delivered by Supplier shall be considered accepted by Customer upon issuance of a formal acceptance notice to Supplier. If Customer doesn't accept the Products and/or Services delivered by Supplier then Customer will provide Supplier written notice of rejection detailing the reasons why they do not meet the specifications in the SOW and Supplier shall promptly correct any such deficiencies or obtain Customer's written agreement to a plan to correct such deficiencies. The Products and/or Services shall thereafter be considered accepted upon issuance of a formal acceptance notice by Customer to Supplier.
- 4.2 **Professional Services:** If Customer believes that Supplier has not provided a Professional Service in a workmanlike manner or according to the specifications of the SOW, Customer shall provide written notice to Supplier of any deficiencies. Supplier may perform again or provide an appropriate credit for any Professional Service that was not delivered in a workmanlike manner or according to its Specifications of the SOW.

5. REPRESENTATION, WARRANTIES, UNDERTAKINGS AND OBLIGATIONS OF THE PARTIES

- 5.1 **Parties Representations and Warranties:** Each Party represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority for the duration of the supply of the Product(s) and/or Service(s), to enter into the Agreement and to perform the obligations under the T&C and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under the T&C; (ii) it is not aware, as at the date hereof, of anything within its reasonable control that may, or will adversely affect its ability to fulfill its obligations under the T&C; (iii) the performance of its obligations under the T&C will not violate any Applicable Law; and (iv) it is authorized and has completed all required corporate actions necessary to execute the Agreement.
- 5.2 **Supplier Representations, Warranties and Undertakings:** Supplier represents, warrants and undertakes that:
- (i) Products delivered to Customer under this T&C are warranted to conform to their Specifications for a period of one year after acceptance by Customer (or for such other period as may be set forth in the SOW). During the warranty period, Supplier will correct defects in Software and repair or replace Hardware in accordance with third party manufacturer's policies and in the event Supplier fails to do so within 30 (Thirty) days of notice of such defect, will refund Fees paid by Customer for the defective Hardware or Software prorated for the remaining term of the warranty period. Following such warranty period, Supplier shall provide Customer with maintenance and support services for Software and Hardware in accordance with the SOW, for the periods Customer requests and pays for such maintenance and support services. For all third party Hardware and Software delivered by and purchased through Supplier, Customer will be provided warranty and maintenance service in accordance with the third party manufacturer's warranty and maintenance policies, provided Customer pays any applicable maintenance support charges which are quoted to and approved by Customer in advance of the rendering of such warranty and maintenance service.
 - (ii) it possesses the requisite skill and ability to render the Services under the Agreement, and that it shall render the Services as per the requirement of Customer, and exercise due care and diligence while rendering the Services;
 - (iii) it shall perform the Services in a timely and efficient manner, as per the standards and timelines provided by Customer in each SOW, from time to time;
 - (iv) it shall forthwith return to Customer any and all properties/materials including Customer Materials, and all copies (including electronic copies) thereof that are in the possession of Supplier, upon request from as laid out in the Agreement and/or applicable SOW;
 - (v) it shall not make any changes to Customer Materials and shall use the same as-is solely, for the purposes of the Services;
 - (vi) it shall not be entitled to any rights in any trademarks, logos, trade names, of Customer anywhere in the world at any time, and shall not lay any claims to use of the same;

- (vii) it shall be solely responsible for any claims, and/or actions resulting from any research methodology or tools used by Supplier in the course of and pursuant to the Products and/or Services to be delivered under the T&C;
- (viii) it shall ensure that any Personnel engaged by it pursuant to the Products and/or Services, shall render his/her services in a professional and workmanlike manner;
- (ix) it shall ensure that Supplier and/or the Personnel engaged pursuant to the Products and/or Services to be delivered under the T&C shall comply with the Applicable Law;
- (x) it shall provide the Products and/or Services from time to time by executing SOW for the duration of supply of the Product(s) and/or Service(s) , in accordance with the T&C;
- (xi) it shall not share, disclose, copy, reproduce, customer materials, any of the findings/research/output/deliverables of the Services rendered under the Agreement to any third party;
- (xii) it shall or any of its officers, directors, employees or agents will not offer anything of value of any kind to Customer or its officers, directors, employees or immediate family members thereof in connection with the Products and/or Services.
- (xiii) Customer shall own all title and interest in all Hardware delivered under this T&C, unless such Hardware is subject to the terms of a leasing or rental hiring arrangement.

5.3 Supplier Responsibilities:

- (i) **Legal Compliance:** Supplier shall comply with all applicable safety regulations and implement reasonable precautions for the prevention of accidents during the delivery of the Products and/or Services and cooperate with Customer in addressing and resolving any safety concerns that may be raised by Customer during the delivery of the Products and/ or Services;
- (ii) **Permission:** Supplier shall be solely responsible for procuring necessary licenses, sanctions, clearances, documentation, paperwork, authorisations, permissions, consents, no objections, at its sole cost, from any third party used by Supplier in respect of the Products and/or Services without any recourse towards Customer. Customer shall be entitled to demand a copy of all the above-mentioned licenses and Supplier shall provide such licenses, failing which Supplier shall be liable under the Agreement. Supplier shall be further responsible for procuring non-disclosure agreements from each third party for the purposes of maintaining strict confidentiality in respect of Customer Materials or parts thereof disclosed to such third party in a format substantially conforming with the confidentiality obligations of Supplier under the Agreement and shall in no case contain any provisions which are less stringent than those contained herein. Such non-disclosure agreements shall be assignable to Customer and Supplier agrees to provide the executed copies of the non-disclosure agreement immediately upon request by Customer. Supplier agrees that obligations set out in this clause are material obligations and Customer shall be entitled to withhold all payments due to Supplier in the event Supplier fails to comply with this clause;
- (iii) **Personnel Deployment:** If Supplier deposes/engages/ deploys the Personnel at Customer premises or location or any other place specified by Customer, Supplier undertakes that (a) it will assign Personnel of appropriate qualifications, skill and experience to deliver the Products and /or Services in order to fulfill its obligations as per the requirement and specification of Customer at Supplier's sole cost. The number of Personnel to be engaged by Supplier, and the minimum required qualification to be possessed by such Personnel, any other specifications/requirement of Customer in respect of such Personnel, the work to be performed by each Personnel, the time period for which the Personnel shall be available for delivering the Products and/or Services shall be set out in the applicable SOW; (b) it will exercise full control and supervision over its Personnel in the course of delivering the Products and/or Services and shall ensure that the Products and/or Services are delivered by its Personnel in a continuous and uninterrupted manner;(c) in the event that any Personnel engaged/deputed/deployed for delivering the Products and/or Services is, either; (I) no longer available by reason of resignation or termination or the like; or (II) unable to deliver satisfactory Products and/or Services; or (III) not acceptable to Customer by reason of any misconduct or non-performance on the part of such Personnel, Supplier shall replace such individual promptly at its own cost; (d) it shall ensure that any replacement and transition of the Personnel shall not affect, impair the uninterrupted and continuous delivering of the Products and/or Services under applicable SOW;(e) it shall comply with the provisions of all labour laws and related legislations, which are in force and as amended from time to time in respect of its Personnel assigned to provide the Products and/or Services under the various SOW (s) including without limitation, provident fund, worker's compensation, disability benefits and employment insurance of

its employees and the remuneration due to the sub-contractors; (f) Customer shall have no liability whatsoever for any injury, sickness, accident, death mishap sustained, caused or suffered to any Personnel, employees, agents or representatives and contractors/sub-contractors of Supplier or to any third party, while on premises of Customer or anywhere else and including, without limitation, for any damages suffered due to malfunctioning of any equipment (except such negligence or misconduct caused by Customer); (g) the Personnel/employees working in the premises of Customer in discharge of the Services shall remain employees of Supplier and Customer shall have no responsibility for any remuneration or other benefits payable to them; (h) Customer shall not be responsible for payment of any salary, commission, bonus or any other payments or compensation due to Personnel employed and deputed by Supplier and that any Personnel so deployed will not be deemed to be an employee/agent/representative of Customer anytime during the period of supply of Product(s) and/or Service(s).

6. INTELLECTUAL PROPERTY:

6.1 Ownership:

6.1.1 Each Party or its licensors retains ownership of all Intellectual Property Rights in Existing Materials belonging to that Party or its licensors. Supplier acknowledges and agrees that all Intellectual Property Rights in Customer's Confidential Information will be owned by Customer.

6.1.2 Subject to clause 6.1.1, all Intellectual Property Rights in all:

- i. Deliverables;
- ii. Output of the Services;
- iii. Enhancements, modifications or adaptations to any Existing Materials (except for such Software licensed by Supplier or its licensor to Customer as per clause 6.3);
- iv. Reports, finding, ideas, insights, works of authorship, presentations, concepts and inventions and other materials; and
- v. creations and inventions that are otherwise made by Supplier through the use of Customer's or its Affiliates' Customer Property and Customer Materials and/or Customer's Confidential Information

developed, commissioned or created under or in connection with this T&C, will be owned by Customer throughout the world and in perpetuity from the moment of creation ("**Work Product**") and Customer shall be entitled to Exploit such Work Product in any manner that it deems fit. Supplier assigns to Customer (including by way of present assignment of future copyright) all of Supplier's rights, title and interest in and to such Work Product.

6.1.3 In the event that Customer is not deemed to be the owner of the Work Product in any territory of the world, Supplier in consideration of the Fees, hereby assigns all rights, title and interest of any nature, and rights in any form of Exploitation of the Work Product for the entire world and in perpetuity to Customer. To the extent that the assignment of the Work Product in relation to the future medium or mode of Exploitation of the Work Product is not held valid by operation of law in any territory of the world, notwithstanding the assignment of such rights in favour of Customer, Supplier hereby also grants an irrevocable, exclusive, sub licensable, perpetual license for the entire world and in perpetuity to Customer for such future medium or mode of Exploitation of the Work Product as may be developed in the future, in consideration of the Fees, the sufficiency of which is hereby acknowledged by Supplier. Supplier agrees and undertakes to execute such agreement and/or cause any of its employees, representatives, Personnel, to execute such agreement and documents, at cost to Customer, as may be deemed necessary by Customer to give effect to the provisions of this T&C and to consolidate Customer's ownership and rights in the Work Product.

6.2 License:

To the extent necessary to enable Customer to receive the full benefit of the Services and the Deliverables, under this T&C or the relevant SOW, Supplier grants a license to Customer and its Affiliates to use, copy, develop and modify all:

- (a) Existing Materials of Supplier (except for such Software licensed by Supplier or its licensors to Customer as per clause 6.3); and
- (b) other materials provided under or in connection with this T&C in which, notwithstanding clause 6.1.2 and 6.1.3, Customer does not own the Intellectual Property Rights.

6.3 Software Licensing:

Unless otherwise specified in a SOW or other document or the license agreement signed by Supplier and Customer, Software owned by Supplier or its licensor will only be licensed to Customer under this T&C and Supplier will grant Customer a royalty-free, non-exclusive, limited term, non-transferable license to use such Software and Specification purchased by Customer as a subscription as per the SOW or other document or the license agreement signed by Supplier and Customer, and solely for Customer and its Affiliate's own internal business purposes. Customer and its Affiliates may use the Specification of such Software in connection with the license granted hereunder. If required, Customer and Supplier may execute the license agreement for such Software. The Customer acknowledges that the Deliverables may include third party software. Nothing in this T&C or any SOW issued hereunder shall be construed to grant the Customer rights to such third-party software and it shall be the sole responsibility of the Customer to obtain the requisite license. The Supplier shall reasonably cooperate with the Customer, at Customer's cost and expense, to secure appropriate licenses.

6.4 Title and risk:

The Parties agree that title to, and risk in, any media on which any Deliverable is recorded, will pass to Customer on delivery to Customer, unless otherwise agreed in writing by the Parties.

6.5 Warranty:

- 6.5.1 Supplier warrants that neither the use nor possession of any Deliverable by Customer or its Affiliates, nor the provision of any Service, infringes the Intellectual Property Rights of any person.
- 6.5.2 Supplier warrants and represents that as of the effective date of this T&C and thereafter throughout the Term of this T&C that Supplier owns or has the legal right to license the Software licensed under this T&C and that the Software does not infringe any patent, copyright, or trademark of any third party. Supplier further represents and warrants that no Hardware or Software delivered to Customer and no System contains any (i) back door, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of Supplier; or (ii) virus, Trojan horse, worm, or other software routine or hardware component designed to permit unauthorized access to, disable, erase, modify or otherwise harm any software, hardware or data; provided that with regard to third party Hardware or Software, the representation and warranty in this sentence is made only to Supplier's best knowledge and belief.
- 6.5.3 Supplier warrants and represents that it owns all rights, title and interest in the Existing Materials of Supplier and is fully authorized to utilize and deploy the same for the purposes of rendering the Services;
- 6.5.4 Supplier warrants and represents that it shall not, during the Term and thereafter, grant, assign, transfer or create an adverse title to the rights in the Works Products, Customer Materials, Customer Property and/or Customer's Confidential Information for the territory of the whole world, in favour of any person and in any manner whatsoever to the prejudice of Customer;
- 6.5.5 Supplier warrants and represents that the Work Product generated/created by Supplier pursuant to the AGREEMENT shall be original and shall not be obscene, libelous, blasphemous, immoral, insensitive, defamatory of any person deceased or alive, or infringe the rights of any third party including rights in any form of Intellectual Property or right to privacy;
- 6.5.6 Supplier warrants and represents that it has not created and shall not create any charge, lien, mortgage or any other encumbrances, in respect of the Work Product, in favour of any third-party;
- 6.5.7 Supplier warrants and represents that the Work Product created/generated pursuant to this T&C, shall be considered to have been specially ordered or commissioned by Customer and shall be owned by Customer for the world, in perpetuity, from the moment of their creation;

6.6 Intellectual Property Rights indemnity:

- 6.6.1 Supplier shall indemnify, hold harmless and defend Customer against all liability, losses, damages, costs and expenses suffered or incurred by Customer as a result of any claim or threatened claim alleging that any of the Deliverables, Work Product, Hardware, Systems, Software or Services, or Customer or its Affiliate's use or possession of any of them, infringes the Intellectual Property Rights of any person ("IP Claim").
- 6.6.2 Each Party will promptly notify the other Party in writing upon becoming aware of any IP Claim.
- 6.6.3 Unless otherwise required by Customer, Supplier will control the conduct of any IP Claim and all negotiations for its settlement or compromise but in all cases will:
 - i. consult with Customer and keep Customer fully informed of such matters;
 - ii. obtain Customer's prior written approval, which will not be unreasonably withheld or delayed,

- to any proposed settlement or compromise; and
- iii. ensure that Customer's name and business reputation are not adversely affected by any such steps taken.
- 6.6.4 Customer will co-operate with Supplier in defending or settling any IP Claim under this clause 6.6 and will endeavour to make its employees available to give statements, information and evidence as Supplier may reasonably request.
- 6.6.5 If any Deliverables, Work Product, Hardware, Systems, Software or Services, or Customer or its Affiliate's use or possession of any of them, infringe the Intellectual Property Rights of any person, or if Customer is otherwise unable to enjoy the full benefit of the Services, Work Product, Hardware, System, Software and Deliverables as a result of an IP Claim, Supplier will, at its expense and without limiting Customer's other rights and remedies:
- i. modify or replace such Deliverables, Work Product, System, Software or Services so Customer to eliminate the infringement and can use them on terms acceptable to Customer; or
 - ii. procure necessary rights to enable Customer to use such Deliverables, Work Product, System, Hardware, Software or Services on terms acceptable to Customer, and pay all fees for that rights.

7. CONFIDENTIALITY; DATA SECURITY, AUDIT & PROTECTION; PERSONAL INFORMATION;

- 7.1 **Confidential Information:** "Confidential Information" shall mean any information relating to, disclosed, accessed, received or collected (in each case, by or on behalf, of a Party) in the performance of this T&C that is or should be reasonably understood to be confidential to a Party, including, without limitation, the terms of this T&C, financial, business and technical plans and strategies, pricing information, customer lists, personal information, customer materials, work product, deliverables, creative content, inventions, patents, copyrights, trademarks, services, products, software and technologies. Each Party hereto acknowledges that:
- a) In the performance of its obligations hereunder, such Party shall receive Confidential Information concerning the other Party, and (b) unauthorized disclosure of any Confidential Information would irreparably damage the other Party. For the avoidance of doubt, Customer's Confidential Information also includes, without limitation, (i) any and all information accessed through or provided by any Customer file computing system, database, server, website, application or networked environment or domain, including, without limitation, all development, quality assurance, staging and production environments (collectively, "**Customer Systems**"); (ii) any password issued to Supplier for access to any Customer System; and (iii) any information disclosed, accessed, received or collected through a third party acting on behalf of the Customer, for example, if Supplier receives Customer's information directly from another Customer service provider or other mechanism that provides (or provides access to) Customer's Confidential Information outside of Customer itself, including, without limitation, through the provision of software as a service, platform as a service or an application programming interface.

7.2 **Obligation; Non-Disclosure:** Each Party agrees that, except as expressly permitted in this T&C, such Party will not at any time during or after the Term of this T&C disclose any of the other Party's Confidential Information to any person. The non-disclosure obligations of each Party specified in this T&C shall not apply, and such Party shall have no further obligations, with respect to any Confidential Information to the extent that such Confidential Information: (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the relevant Party; (b) is in such Party's possession at the time of disclosure otherwise than as a result of that Party's breach of any legal obligation; (c) becomes known to such Party through disclosure by sources other than the other Party having the legal right to disclose such Confidential Information; or (d) is required to be disclosed by such Party to comply with Applicable Law, provided that (i) such Party provides prior written notice of such disclosure to the other Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and (ii) such disclosure shall not include any information that could identify a particular person or device. Additionally, each Party hereto shall have the right to disclose any and all Confidential Information to its

respective business, legal, and financial advisors in the normal course of such Party's business, provided that (i) such advisors are subject to written non-disclosure requirements at least as restrictive as those that apply to the Parties pursuant hereto and (ii) such disclosure shall not include any information that could identify a particular person or device. **Limited Collection, Use and Access:** In addition to Supplier's representations and warranties in Clause 5 of this T&C, Supplier further represents and warrants that, unless expressly permitted under this T&C, it will not collect (including, without limitation, caching or storing), access, use, disclose, process or retain Customer's Confidential Information for any purpose other than that necessary to perform its obligation under this T&C and will cache or store such Confidential Information only so long as such Confidential Information is necessary to perform its obligation under this T&C. Supplier shall not violate or attempt to violate the security of the Customer Systems, or any third party network, system, server, website, application or account using Customer's Confidential Information or the Customer Systems, including, without limitation, engaging in any of the following activities: (i) accessing servers, accounts, databases, etc. which Supplier is not authorized to access, (ii) impersonating Customer personnel, (iii) attempting to probe, scan or test the vulnerability of any or all of the Customer Systems or to breach security or authentication measures without proper authorization.

7.3 Data Security: Supplier agrees that its collection, use, storage and disposal of Customer's Confidential Information shall at all times comply with (i) Applicable Law and (ii) any representations made by Supplier to any person from whom such Confidential Information was collected. Supplier shall, and shall contractually require and cause any Agents (as defined below), to implement and maintain security procedures and practices for Confidential Information that comply with Applicable Law and high industry standards that will ensure its security and confidentiality, protect against any anticipated or actual threats or hazards to its security or integrity, and prevent unauthorized access, acquisition, destruction, use, modification and/or disclosure, including without limitation, establishing, implementing and maintaining an Information Security Program as further set forth below. Supplier and its Agents shall each ensure that its security infrastructures are consistent with high industry standards for virus protection, firewalls and intrusion prevention technologies to help prevent Supplier's network, systems, servers and applications from unauthorized access. Supplier will restrict and track access to Customer's Confidential Information and Customer Systems at all times to only those Personnel and Agents whose access is essential to performing the Services, and such Personnel and Agents will be required (including during the term of their employment or retention and thereafter) to protect Confidential Information in accordance with the requirements of this T&C. Supplier shall segregate Customer's Confidential Information from all other supplier and third party data. Supplier must ensure proper user authentication for all Personnel and Agents with access to Customer's Confidential Information, including, without limitation, by assigning each Personnel or Agent unique access credentials for access to any system on which Customer's Confidential Information can be accessed and prohibiting Personnel and Agents from sharing such access credentials. Supplier shall ensure that upon termination of any Personnel or Agent, the terminated person's access to Customer's Confidential Information and Customer Systems must be immediately revoked. Supplier shall securely store and agrees to strongly authenticate and secure in transmission all of Customer's Confidential Information and shall encrypt Customer's Confidential Information while at rest or in motion, including on portable devices or on portable media, consistent with industry standards and at a minimum of 128-bit encryption. In addition, Supplier (through its system architecture) shall physically segregate name and/or username from any other user data concerning the person or entity associated with such name or username in any data base or other storage of information.

7.4 Information Security Program: Supplier's Information Security Program shall at a minimum, require Supplier to maintain and implement: (i) an organizational structure and appropriate security controls to identify and protect Customer's Confidential Information in accordance with this T&C; (ii) Personnel and Agent controls, such as communication of all applicable security policies, background checks (as permitted by Applicable Law), security awareness training, disciplinary processes; (iii) controls to ensure the physical safety and security of Supplier's facilities, including, without limitation, records of such access, available for review by Customer; (iv) controls to ensure Supplier's security posture is maintained over time, such as patch management, backups, and incident management; (v) controls to protect access to Supplier's systems, the Customer Systems and Customer's Confidential Information, and ensure appropriate levels of access are restricted to authorized Personnel and Agents, and that authentication mechanisms are appropriately protected,

such as key management and access rights auditing; and (vi) controls to ensure the Service and/or Product are securely developed in accordance with this T&C, such as design reviews, secure separation of development and production environments, code reviews, and quality assurance testing.

7.5 Equipment: In the event that Supplier or an Agent is granted access to Customer Systems, Supplier and applicable Agent shall not use any computers, laptops, PDAs, portable media storage devices and/or other electronic equipment that Customer has not pre-approved in writing.

7.6 Disposal: As soon as possible after any of Customer's Confidential Information (or a portion thereof) is no longer needed by Supplier to fulfill its obligations under this T&C, and in any event upon termination or expiration of this T&C for any reason, Supplier shall, and shall cause its Agents, to immediately securely destroy and certify such secure destruction (and produce a written certification upon request by Customer) of any or all of Customer's Confidential Information and all records of Customer's Confidential Information, (including, without limitation, all electronic copies such as on hard drives, backup tapes, portable devices, optical, magnetic, or other storage media, as well as all hard copies) or, if requested by Customer, return Customer's Confidential Information to Customer through a secure method designated by Customer. Supplier shall ensure that Customer Confidential Information is destroyed in accordance with the Applicable Law. Provided however that the termination of this T&C shall not relieve any Party of its obligations with respect to Confidential Information disclosed under this T&C for a period of 10 (Ten) years after the expiry/termination of this T&C.

7.7 Security Audit Rights: At the request of Customer and at Customer's cost, Supplier shall provide Customer, or an independent third-party auditor selected by Customer, access to, and the right to conduct a security audit of, all records, security policies and procedures, and other practices relating to the use, processing, storage and disclosure of Confidential Information. The audit results and Supplier's plan for addressing or resolving issues identified by the audit shall be shared with Customer within 10 (Ten) days of Supplier's receipt of the audit results. In addition, subject to Supplier's advance approval as to scope and timing, Customer also reserves the right to conduct, at its own cost, not more than twice per calendar year, technical security integrity reviews, and penetration tests and monthly Internet security scans to ensure Supplier remains compliant with this T&C (collectively, "**Application Security Assessments**"). Customer will provide prior notice to penetration testing or the commencement of monthly scanning activities. Supplier shall correct any security flaw discovered by Customer in accordance with requirement specified by Customer. Further, Supplier and any Agent that accesses, stores or collects Customer's Confidential Information shall conduct, at its own cost, an Application Security Assessment annually using an independent third-party tester. Customer acknowledges that all information relating to Supplier's records, policies, procedures and systems shall constitute Supplier's Confidential Information subject to the Confidentiality provisions of this T&C.

7.8 Malicious Code: Supplier further represents and warrants that it will ensure that the Services and/or Products will not result in the transmission to Customer of any (a) 'back door,' 'time bomb,' 'Trojan Horse,' 'worm,' 'drop dead device,' 'virus,' 'spyware' or 'malware;' or (b) any computer code or software routine that: (i) permits unauthorized access to or use of Customer's or its users' systems or any component thereof; or (ii) disables, damages, erases, disrupts or impairs the normal operation of Customer's or its users' systems or any component thereof.

7.9 Agents: Supplier shall not contract any of its rights or obligations hereunder, or share, transfer, disclose, or otherwise provide access to any Customer's Confidential Information to any contractors, subcontractors, third-party service providers, or agents (collectively, "**Agents**") without the prior written consent of Customer, including, without limitation, cloud or other data storage providers. Where Supplier contracts any rights or obligations, or provides access to Customer's Confidential Information, to an Agent, then (a) Supplier shall enter into a fully-executed written agreement with each Agent that imposes obligations on the Agent that are at least as restrictive as those imposed on or required of Supplier under this T&C; (b) Supplier shall not be relieved of any of its obligations under this T&C; and (c) Supplier shall remain liable and responsible for the performance or non-performance of its Agents.

7.10 Data Security Breach Notification and Incident Response; Indemnification.

Breach Notification: Supplier shall comply with Applicable Law with respect to Data Security Breach procedures, including, without limitation, notice requirements. Supplier shall notify Customer via the telephone and email address provided herein (as may be updated by Customer from time

to time) of: (a) any access, possession, use or disclosure of Confidential Information, or attempt thereof, not expressly permitted by this T&C; (b) any suspected breach or compromise of Customer's Confidential Information or Customer Systems, or Supplier's systems or networks that directly or indirectly support Customer's Confidential Information and/or Customer Systems or a user's system; or (c) claims or threats thereof made by any personnel, Agent or external person (each of the foregoing a "Data Security Breach"). Supplier shall use best efforts to notify Customer of the Data Security Breach within 8 (Eight) hours after detecting or being notified of the Data Security Breach. Notwithstanding the foregoing, in no circumstances will more than 24 (Twenty-four) hours elapse between the time Supplier detects or is notified of a Data Security Breach and the time Supplier notifies Customer of the Data Security Breach.

a. **Other Parties:** Supplier shall not notify any parties other than Customer and relevant law enforcement agencies of any Data Security Breach unless such notification is agreed to in advance by Customer in writing.

b. **Resolution:** For the avoidance of doubt, any Data Security Breach vulnerability shall be resolved to Customer's satisfaction, at Supplier's expense, in accordance with the requirement of Customer.

c. **Data Security Breach Investigation:** Upon Customer's request and pursuant to Customer's instructions, Supplier shall cooperate with Customer and any outside agents hired by Customer: (i) conducting an investigation of any actual or suspected data security breach and (ii) providing Customer and its agents with administrative access to all affected systems or applications that store, process, transmit or otherwise access Customer's Confidential Information or Customer Systems. In addition, Supplier will, upon Customer's request and pursuant to Customer's instructions, at Supplier's cost, notify any affected persons or entities; provided that the method and content of such notice shall be agreed to in writing by Customer prior to sending such notice. Supplier shall also cooperate with Customer and any relevant authority in the event of litigation or regulatory inquiry concerning a Data Security Breach.

d. **Data Security and Privacy Indemnification:** In addition to Supplier's indemnification obligations set forth in Clause 6 of this T&C, Supplier shall also indemnify, hold harmless, and defend Customer and its respective directors, officers, employees, subcontractors and agents from any suits, claims, damages, demands, proceedings, and other actions brought by a third party, and all associated expenses and costs (including but not limited to: assessments, fines, losses, penalties, costs of investigating and responding to any Data Security Breach, costs of notifying affected individuals, and attorneys' fees), arising out of or related to Supplier's or its Agents collection, processing, storage, use, transmission or destruction of Confidential Information, including, but not limited to, a suspected or actual Data Security Breach. The remedies set forth herein shall be in addition to any other remedies available to Customer at law or in equity, including but not limited to Supplier's general indemnification obligations set forth in this T&C.

7.11 Third Party Beneficiaries: The Parties agree that Customer's Affiliates are intended third party beneficiaries of the privacy and data security provisions of this T&C and such provisions are intended to inure to the benefit of Customer's Affiliates. Without limiting the foregoing, Customer's Affiliates will be entitled to enforce all privacy and data security provisions of this T&C as if each was a signatory to this T&C.

7.12 Security Manager: Supplier shall designate an individual as the primary security manager upon signature of the Agreement. The security manager shall be responsible for managing and coordinating the performance of Supplier's privacy and data security obligations under this T&C.

7.13 Personal Information: If Supplier provides Customer with any Personal Information about any individual in connection with the Services and/or Products then Supplier shall comply with the provisions of Applicable Law including applicable privacy and data protection law and personal data privacy policy of Customer posted at <http://www.startv.com/PersonalDataPrivacyPolicy.htm> ("Customer Privacy Policy"). Supplier shall indemnify Customer for any breach of such Applicable Law including applicable privacy and data protection law and Customer Privacy Policy which renders the latter liable for any costs, claims or expenses.

Publicity: Supplier shall not have the rights to use Customer or its Affiliates' trademarks, service marks or trade names or otherwise refer to Customer or its Affiliates in any marketing, promotional or advertising materials or activities of Supplier without prior written consent of Customer. Supplier shall not issue any publication or any press release relating to any contractual relationship between Supplier and Customer unless Supplier takes prior written consent of Customer. Each Party may

use the name of the other Party (without other information) in its supplier or customer lists, as applicable.

8 RECORDS AND AUDIT:

8.1 Records: Without limiting its other obligations under this T&C or at law, Supplier must create and maintain, and must ensure that each subcontractor creates and maintains, full, accurate and accessible Records relating to the provision of the Services and Deliverables and the Fees charged under this T&C, to the standards required and notified by Customer from time to time.

8.2 Content of Records: Without limiting clause 8.1:

8.2.1 the Records created and maintained under clause 8.1 must, at a minimum, describe or specify:

8.2.1.1 the nature and scope of the Services and Deliverables provided under this T&C;

8.2.1.2 the transactions that took place in the provision of all Services and Deliverables;

8.2.1.3 the basis on which each invoice has been prepared and submitted to Customer under this T&C; and

8.2.1.4 any other information reasonably required by Customer from time to time; and

8.2.2 Supplier must ensure the Records created and maintained under clause 8.1 are:

8.2.2.1 maintained in an accessible form;

8.2.2.2 retained for a period of 10 years and

8.2.2.3 provided to Customer in an accessible form on termination or expiry of this T&C or the relevant SOW and at any other time on Customer's request.

8.3 Audit: Customer may at any time notify Supplier that Customer wishes to audit any or all of Supplier's:

8.3.1 provision of the Services and Deliverables;

8.3.2 invoicing; and

8.3.3 compliance with the terms of this T&C,

Nothing in this clause 8.3 will be construed as to require Supplier to disclose any information that is not relevant to the matters referred to in sub-paragraphs (a), (b), and (c).

8.4 Notice of audit: Customer will notify Supplier of the date on which the audit will commence, which must be at least two business days after receipt of a notice under clause 8.3. Supplier will allow Customer or its nominee to inspect Supplier's premises, systems and records on and from the date notified by Customer during Supplier's normal business hours for the purpose of conducting the audit. Customer will comply with Supplier's reasonable security and confidentiality requirements in conducting any audit under this clause 8.4.

8.5 Assistance: Supplier will assist Customer with any audit conducted under clause 8.4 and will ensure its Personnel and subcontractors also assist Customer, including by making their premises, systems and records available to Customer or its nominee if requested.

8.6 Non-compliance: Without limiting any of Customer's other rights or remedies, if any audit conducted under clause 8.4 discloses any failure to comply with this T&C by Supplier, Supplier will promptly remedy the non-compliance.

8.7 Survival: This clause shall survive post expiration or termination of this T&C for a period of 10 years.

9 LIMITATION OF LIABILITY AND INDEMNITY

9.1 Indemnification:

Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates, employees, officers, agents, representatives and third party vendors (collectively, the "**Other Party Indemnitees**") from and against any claim, loss, actions, damages, penalties, liability, expenses, cost (including reasonable attorneys' fees and court fees) (collectively "**Losses**") arising out of (i) any breach of warranty, representation, obligations, or undertaking of this T&C by indemnifying Party; or (ii) willful misconduct or negligent acts or omissions on the part of the indemnifying Party; or (iii) the failure by the indemnifying Party to comply with Applicable Law in connection with the exercise of any of its rights or the performance of any of its obligations under this T&C. The foregoing indemnification obligation shall not apply to Losses to the extent resulting from or arising

- out of the negligence or willful misconduct on the part of any of the Other Party Indemnitees.
- 9.1.1 In the event of any claim arising from Clause 9.1.1, either Party will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. Notwithstanding the foregoing, Supplier shall not defend, adjust, settle, or compromise any claim or make any admission fixing liability on Customer without the prior written consent of Customer. If Supplier is not diligently and continuously pursuing this matter, Customer may take such action on behalf of itself and/ or as attorney for Supplier, to adjust, settle, defend or otherwise dispose off such claim, in which case Supplier shall reimburse Customer for any costs and penalties incurred thereof or such other indemnity in the amount thereof.
- 9.1.2 Customer shall, at its own expense, indemnify the Supplier from and against any action brought against the Supplier by third-parties for infringement or misappropriation of a third-party's copyright, patent, trade secret or other intellectual property rights by any intellectual property provided by the Customer to the Supplier under this T&C, and shall pay any damages or settlement assessed against the Supplier under such a claim. The Supplier shall be obligated to give Customer prompt written notice of, and the parties shall cooperate in, the defense of any claim, suit or action, including appeals and negotiations. This indemnity shall not extend to any claim of infringement or misappropriation resulting from the Supplier's modification of such intellectual property other than for the performance of the Services. Except as specified above, the Customer shall not be liable for any costs or expenses incurred without its prior written authorization.
- 9.2 **INDIRECT DAMAGES:** SUBJECT TO CLAUSE 9.4, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS T&C, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.3 **LIMITATION OF LIABILITY:** SUBJECT TO CLAUSE 9.4 AND EXCEPT FOR (I) THE PARTIES' INDEMNIFICATION OBLIGATIONS; (II) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (III) DAMAGES RESULTING FROM EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATION SPECIFIED IN CLAUSE 7; (IV) SUPPLIER'S BREACH OF CLAUSE 6 (INTELLECTUAL PROPERTY RIGHTS), EACH PARTY'S LIABILITY FOR DIRECT DAMAGES UNDER THE AGREEMENT SHALL IN NO EVENT EXCEED THE FEE PAID TO SUPPLIER.
- 9.4 **PERSONAL INJURY AND DEATH:** NOTHING IN THE AGREEMENT SHALL BE CONSTRUED AS LIMITING THE LIABILITY OF EITHER PARTY FOR PERSONAL INJURY OR DEATH RESULTING FROM THE NEGLIGENCE OF A PARTY OR ITS EMPLOYEES.
- 9.5 ANY CLAIM FOR INDEMNIFICATION UNDER THIS CLAUSE 9 MUST BE BROUGHT WITHIN ONE (1) YEAR OF DELIVERY OF THE INFRINGING DELIVERABLE. AFTER SUCH TIME PERIOD, THIS INDEMNIFICATION PROVISION SHALL TERMINATE AND HAVE NO FURTHER FORCE OR EFFECT. THE INDEMNITY SET FORTH IN THIS CLAUSE 9 STATES SUPPLIER'S ENTIRE OBLIGATION AND LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE DELIVERABLES.

10 MISCELLANEOUS PROVISIONS

- 10.1 **Force Majeure:** Neither Party shall be liable to the other for any breach of nor failures of performance under the applicable SOW caused by or resulting from any act of God, act of state, natural or manmade disaster ("**Force Majeure**"). Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause. If one Party is affected by an event of Force Majeure, it will promptly notify the other Party of the occurrence of that event. The Parties hereto agree that in the event of the continuation of a Force Majeure event for a period of more than 1 (one) month, then Customer may cancel the affected SOW upon written notice to Supplier, and

both Parties shall be released from any further future liability under that particular SOW subject to the fulfillment of the conditions mentioned in the Clause 10.4 of this T&C.

10.2 Governing Law: The T&C shall be governed by the English Laws without reference to its conflict of law provisions and subject to provisions relation to arbitration below, the Parties irrevocably submit to the exclusive jurisdiction of the courts in London, England.

10.3 Dispute Resolution: This T&C and all questions of its interpretation shall be construed in accordance with the English laws. Except as otherwise specifically provided in this T&C, the following provisions apply if any dispute or difference arises among the Parties arising out of, in connection with or relating to this Agreement (a “**Dispute**”). A Dispute will be deemed to arise when one Party serves on the other Party a notice stating the nature of the Dispute (a “**Notice of Dispute**”). The Parties agree that they will use all reasonable efforts to resolve among themselves, any Disputes arising out of or relating to this Agreement through negotiations. Any Disputes which could not be settled by the Parties through negotiations, after the period of 30 (thirty) days from the service of the Notice of Dispute, shall be referred to and finally resolved by and under the Rules of Arbitration of the International Chamber of Commerce (“**ICC**”) as amended from time to time. The arbitral tribunal shall consist of a sole arbitrator appointed through the mutual consent of the Parties in writing. The Parties agree that any arbitration proceeding shall be instituted and conducted in London, England and the language of arbitration shall be English. The decision and award from such arbitration shall be final and binding on both Parties.

10.4 Severability; Waiver: In the event any provisions of the T&C are held by a court of competent jurisdiction to be invalid, void or unenforceable, such offending provision(s) shall be stricken and the remainder of the T&C shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by the T&C shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

10.5 Assignment: Neither Party may assign the Agreement and/or any SOW without first obtaining the other Party's written consent; except that, however, Customer may assign the Agreement and/or any SOW to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets. The Agreement and/or any SOW will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

10.6 Notice: Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by courier or registered post, email (with confirmation of delivery) or facsimile (with confirmation of delivery), at the addresses set forth below. Such notice will be deemed validly given on: (i) immediately after the date of transmission with confirmed answer back, if transmitted by facsimile, provided that any such notice sent by fax shall not be valid unless it is followed by the original communication by registered airmail or courier service as stated above, or (ii) immediately after the date of confirmation of transmission recorded on the sender's computer in case of email transmission, or (iii) the expiry of 7 (seven) business days after posting, if sent by post or registered post, or (iv) the expiry of 3 (three) business days, if sent by internationally recognized courier.

10.7 Relationship of Parties: The relationship between Supplier and Customer is on principal to principal basis and the T&C will not establish any relationship of partnership, joint venture, employment, franchise or agency between Supplier and Customer.

10.8 Independent Contractors: It is expressly understood that the Supplier and the Customer are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.

10.9 Survival: The provision of the T&C which imposes an obligation after termination or expiration of the T&C shall indefinitely survive any termination or expiration of the T&C and/or the applicable SOW.

10.10 Insurance: Supplier shall procure and maintain appropriate insurance at its own cost for the entire duration of supply of the Product(s) and/or Service(s) against damages to its personnel or to the Products and/or Services and Deliverables or for any losses, claims and damages incurred in relation to or pursuant to the provisions of the T&C.

10.11 Third Party Beneficiaries: Supplier and Customer agree that there shall be no third-party beneficiaries to the T&C including, but not limited to, any subcontractor or the insurance providers for either Party. To the extent it is allowed by law any legislation in any relevant jurisdiction giving rights to third parties is hereby excluded.

10.12 Compliance with Anti-Bribery Laws:

10.12.1 Neither Supplier nor any director(s), officers(s), agents(s), employees(s), or any other persons(s)

acting for or on behalf of the foregoing has (a) offered, paid, promised to pay, or authorised the payment of any money or anything of value, to any government official or government authority or any political party or any third party for the purpose of influencing any act or decision of such government authority or political party or any third party in relation to the Products and/or Services or direct business to any person, in each case where such payment, offer or promise is prohibited under any applicable law to which such entity is subject; or (b) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws.

10.12.2 Supplier, its director(s), officer(s), agents(s), employees or any other person acting for or on behalf of the foregoing has complied and shall continue to (a) comply with all applicable anti-bribery and anti-corruption laws and regulations; and (b) engage only in legitimate business and ethical practices in commercial operations, in relation to dealing with any governmental officials or government authorities or third parties pursuant to and in relation to the Services provided under the T&C.

10.12.3 Under no circumstances will Supplier including its officers, partners, directors and employees engage the services of any third party or external consultant, for or on behalf of Customer, without the prior written consent of Customer.

10.13 Entire Understanding: This T&C along with the Agreement, SOW, and any other document signed between the Parties from time to time, constitute the entire understanding of the Parties related to the subject matter hereof. All prior written or oral Agreements, understandings, communications or practices between Customer and Supplier are hereby superseded insofar as they relate to the Products and/or Services hereunder. The T&C may be amended only in writing signed by a duly authorized representative of each of Supplier and Customer.

10.14 Subcontracts: Supplier may subcontract or permit anyone other than Supplier's Personnel to render the Products and/or Services or any part thereof under this T&C or any SOW issued hereunder, subject to the prior written approval of Customer, provided however that Supplier shall be responsible and liable all acts of the sub-contractors and agents so appointed. Supplier shall also ensure that any sub-contractors or agents appointed by it to deliver the Products and/or Services shall comply with all provisions of this T&C and any and all applicable SOWs, at all times.