

This Master Services Agreement (this “**Agreement**”), effective as of <<day, month, 20\_\_>> (the “**Effective Date**”) is between:

- (1) **Zensar Technologies (UK) Limited**, a limited company incorporated and registered in England and Wales with company number 04577853 whose registered office is at 45 Folgate Street, Spitalfields, Moorgate, London E1 6GL, United Kingdom (“**Supplier**”); and
- (2) <<Client>>, a [limited] company incorporated and registered in <<State/Country>> with company number <<Company Number>> whose registered office is at <<Address>> (“**Client**”).

## BACKGROUND

- A. Supplier is an information technology and digital transformation provider; and
- B. Client desires to engage Supplier to perform certain services as further described in one or more Statements of Work (each, an “**SOW**”) executed pursuant to this Agreement.

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. SERVICES

**A. Services.** Supplier will provide to Client the Services described in each executed SOW (the “**Services**”), which will be in the form of Exhibit A attached hereto. Supplier may provide to Client software, products, documentation, or other tangible deliverables developed by Supplier specifically for Client as part of the Services (“**Deliverables**”). Supplier may engage any Supplier Affiliate to provide Services under a SOW, and in such case, Supplier is responsible for such Supplier Affiliate performing in accordance with this Agreement. Any Supplier Affiliate may execute SOWs with Client or any Client Affiliate, and for the purposes of such SOW, Supplier Affiliate will be deemed to be “Supplier” as that term is used in this Agreement. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with Supplier or Client. For the purposes of this definition, the term “control” means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in such entity.

**B. Acceptance.** If Deliverables are being provided under an SOW, the parties shall set forth a review and acceptance process in that SOW, and Client shall perform acceptance testing on the applicable Deliverable(s) in accordance with the agreed acceptance process. Client shall confirm in writing its acceptance or rejection of the Deliverable(s) within seven days from the date of delivery of the relevant Deliverables, unless a different time period for acceptance review is specified in the applicable SOW. Supplier will have a reasonable opportunity to cure any non-conformities timely rejected in writing by Client, but in any event not less than 30 days. If Client does not confirm its acceptance or provide rejection of the Deliverable(s) within the designated acceptance period (if any) set forth above or in the applicable SOW, Client will be deemed to have accepted the Deliverable(s) as of the date of delivery.

**C. Client Responsibilities.** Client shall: (i) cooperate with Supplier in the provision of the Services including providing Supplier, in a timely fashion, with all information reasonably required by Supplier related to the Services; (ii) provide Supplier with the resources, consents, licences, sublicences, and rights to all hardware, software and related equipment (whether or not owned by Client) as reasonably necessary to enable Supplier to provide Services to the extent not identified in the applicable SOW as Supplier’s responsibility; (iii) to the extent Services are to be performed on Client’s or any other premises as directed by Client, provide access, working space and normal office amenities to Supplier’s personnel to the extent required for the performance of Services, and ensure that those premises are safe and comply with all applicable laws and regulations, including without limitation health and safety regulations; (iv) make appropriate Client personnel available for meetings and cooperative activities; and (v) perform its other responsibilities as described in this Agreement, including those set forth in the applicable SOW.

**D. Change Control.** To the extent either party would like a change to the Services, Deliverables or other terms set forth in a SOW, that party must provide a written change request describing the proposed change (“**Change Request**”) to the other party. The parties will then negotiate and agree on the adjusted scope of Services, Deliverables, timing, Fees, and other details affected by the proposed change, and document such change in the Change Request. Neither party is obligated to proceed with any change to the Services unless and until the Change Request is executed by an authorised representative of each party. Change Requests executed by both parties are deemed to be

incorporated into the relevant SOW. For clarification purposes, phone conversations and email exchanges between the parties' representatives do not constitute a Change Request and are not official documentation of any change in the scope of Services, Deliverables or other terms set forth in an SOW or this Agreement.

## 2. SUPPLIER PERSONNEL

**A. Client Policies.** While Supplier's personnel are performing Services on Client's premises or in Client's technical environment (i.e., in its virtual environment), Supplier shall cause those personnel to comply with all of Client's applicable rules and policies, provided they are reasonable and made available to Supplier in writing for review before Supplier begins performing Services. To the extent local or national directives are issued with respect to Covid-19 or any other health or safety crisis, Supplier shall be authorized to allow its personnel to work remotely, during such crisis, and at all times Supplier shall cause its personnel to comply with Client's reasonable security measures.

**B. Background Checks.** Supplier is responsible for conducting, at its expense and in compliance with applicable law, a criminal records background check of each Supplier personnel member who will be performing Services on Client's account. Supplier shall maintain documentation evidencing that these background investigations have been completed. Supplier shall exercise reasonable care and diligence to not assign individuals to the Client's account who are not legally authorized to work in the jurisdiction in which they will be performing Services, or who, based on the results of their background check are likely to present a threat to the safety or security of people or assets on Client's premises.

**C. Export Control.** Client shall not provide Supplier personnel with direct or indirect access to any materials on the UK's strategic control lists as defined by the Department for International Trade's (DIT) Export Control Joint Unit (ECJU) in the UK or any other applicable export regulations (collectively, "**Export Controlled Technology**"). To the extent Supplier personnel will be given access to Export Controlled Technology, Client shall obtain all requisite licences or permissions for that access prior to making the Export Controlled Technology accessible by Supplier, and timely provide Supplier with the appropriate export classification information so that Supplier may comply with applicable law and export regulations.

## 3. FEES, PAYMENT TERMS AND TAXES

**A. Fees.** Client shall pay Supplier, without deduction, credit, or set-off, the fees set forth in each SOW for the Services and Deliverables specified in the SOW, which shall be subject to annual increases to keep pace with inflation ("**Fees**"). Client will pay Supplier the Fees within 30 days from the invoice date. All overdue Fees will accrue interest at 1.0% per month from the due date until paid. For time and materials engagements, Supplier will charge Client at the rates specified in the SOW, plus overtime as applicable.

**B. Expenses.** Unless otherwise set forth in the SOW, Client will reimburse Supplier for its actual and reasonable travel, lodging, meals, related incidental and other out-of-pocket expenses incurred directly in connection with the provision of the Services.

**C. Taxes.** Client shall pay all Taxes (as defined below) associated with the Services and Client's receipt of the Services hereunder, excluding any Taxes based on Supplier's net income or property, which are Supplier's responsibility. "**Taxes**" means any and all forms of tax and direct or indirect local, statutory, governmental, provincial, state, federal or foreign taxes, levies, duties or similar governmental or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction, including without limitation VAT (subject to reverse charge), excise, sales, use or withholding taxes.

## 4. REPRESENTATIONS AND WARRANTIES

**A. Supplier Representations and Warranties.** Supplier represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations set forth in this Agreement; (ii) it shall comply with all laws and regulations to the extent that such laws and regulations are applicable to Supplier in its role as an information technology services provider with respect to the Services; (iii) it shall perform the Services in a professional and workmanlike manner consistent with standard industry practices; and (iv) it has obtained all required third-party permissions and consents with respect to its provision of Supplier Proprietary Tools (as defined in Section 6) to Client.

**B. Deliverables Warranty.** Supplier represents and warrants that each Deliverable will perform substantially in accordance with its written specifications (as mutually agreed pursuant to the applicable SOW) for a period of 30 days from the date of delivery or such other period as agreed in the applicable SOW ("**Warranty Period**"). If a Deliverable

fails to conform to this warranty, Client must notify Supplier in writing within the Warranty Period of the alleged defects in the Deliverable. Then Supplier shall, as Client's sole and exclusive remedy, use commercially reasonable efforts to correct the Deliverable so that it conforms to the Deliverable warranty provided in this paragraph. This warranty does not apply to support, maintenance, or time & material Services.

**C. Client Representations and Warranties.** Client represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations set forth in this Agreement; (ii) it shall comply with all applicable laws and regulations in the performance of its obligations and receipt of the Services under this Agreement; and (iii) it has all necessary rights, authorisations, and licences to perform its obligations under this Agreement, including with respect to any third-party materials, Client Proprietary Tools, and Export Controlled Technology provided to Supplier by Client to perform the Services.

**D. Third-Party Warranties.** For third-party products provided by Supplier, Client acknowledges that Supplier is a reseller for those products and the only applicable warranties and indemnities, if any, are those provided by the original manufacturer, developer, or distributor. Supplier will endeavour to pass through to Client the benefit of any available warranties and indemnities that Supplier receives from the original provider of the product. Client's sole and exclusive rights and remedies with respect to any third-party product Supplier provides or recommends are against the third-party vendor.

**E. MUTUAL DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

## 5. CONFIDENTIALITY

**A. Confidential Information.** "**Confidential Information**" means any proprietary or confidential information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), and that, at the time of disclosure, either (i) is marked as being "confidential" or "proprietary," (ii) is otherwise reasonably identifiable as confidential or proprietary information, or (iii) under the circumstances of disclosure, should reasonably be considered as confidential or proprietary. Confidential Information includes the terms of this Agreement and each SOW, Supplier Proprietary Tools, Client Proprietary Tools, and all types of non-public proprietary technical or business information, including but not limited to data, algorithms, methodologies, strategies, specifications, reports, pricing, marketing information, software, and intellectual property.

**B. Exclusions.** Confidential Information excludes information that: (i) is already known to the Receiving Party at the time of disclosure; (ii) is in or enters the public domain without breach of the Receiving Party's confidentiality obligations; (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iv) is lawfully received from a third party without restriction on disclosure and without breach of the Receiving Party's confidentiality obligations; or (v) has been approved in writing for disclosure by the Disclosing Party.

**C. Obligations.** The Receiving Party shall: (i) use the Disclosing Party's Confidential Information only to the extent needed to fulfil its obligations under, and receive the benefit of, this Agreement and the applicable SOW; (ii) hold the Disclosing Party's Confidential Information in confidence with the same procedures and precautions as it would to protect its own Confidential Information but not less than a reasonable standard of care; and (iii) disclose the Disclosing Party's Confidential Information only to its Affiliates, Subcontractors, employees, agents or representatives who need to know and are bound by similar confidentiality obligations.

**D. Compelled Disclosures.** The Receiving Party may disclose the Disclosing Party's Confidential Information in response to a court order, law, rule, regulation, or other governmental action, provided that (i) the Disclosing Party is notified in writing prior to disclosure of the information (if permitted by law) and given reasonable opportunity to obtain a protective order, and (ii) the Receiving Party reasonably assists the Disclosing Party, at the Disclosing Party's expense, in any attempt to limit or prevent the disclosure of the Disclosing Party's Confidential Information.

**E. Proprietary Rights.** The Disclosing Party's Confidential Information remains the sole and exclusive property of the Disclosing Party. By disclosing information to the Receiving Party, the Disclosing Party does not grant any proprietary rights, express or implied, to the Receiving Party under the Disclosing Party's intellectual property rights or any similar rights.

**F. Term.** The confidentiality obligations set forth in this Section 5 will survive the termination or expiration of this Agreement and any SOW for a period of three years; provided, however, that with respect to the trade secrets, the confidentiality obligations will survive for so long as the trade secret remains a trade secret under applicable law.

**G. Return of Confidential Information.** Upon termination or expiration of the Agreement, or at the Disclosing Party's earlier request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information. However, the Receiving Party may retain standard electronic archival copies of the Confidential Information and has the right to maintain copies of any and all Confidential Information that is the subject of a dispute between the parties until such dispute is resolved. Upon resolution of the dispute, each Receiving Party will return or destroy the Disclosing Party's Confidential Information in accordance with this Section.

## 6. OWNERSHIP RIGHTS

**A. Deliverables.** All Deliverables will, to the extent that they do not include Supplier Proprietary Tools, be owned by the Client. Supplier, upon payment of all associated Fees, assigns to Client all rights, title and interest in and to such Deliverables (but excluding any included Supplier Proprietary Tools).

**B. Supplier Pre-Existing IP.** Supplier owns or has rights to proprietary tools, applications, methodologies and software that it has licensed or developed in-house ("**Supplier Proprietary Tools**"). Supplier retains ownership of all Supplier Proprietary Tools, including derivative works and other modifications to Supplier Proprietary Tools, whether developed independently or during the performance of this Agreement. Except as otherwise agreed in a separate license agreement, and for the limited license provided in Section 6.C. (Licence to Client), no rights in Supplier Proprietary Tools transfer or are otherwise licensed to Client.

**C. Licence to Client.** If Supplier's Proprietary Tools are embedded or incorporated in any Deliverable, Supplier hereby grants to Client a limited, perpetual, irrevocable, non-exclusive, royalty-free, worldwide, licence to use such Supplier Proprietary Tools as embedded or incorporated in the Deliverable (and not separately or on a stand-alone basis), to the extent necessary to fully exploit the Deliverable. Client shall not attempt to reverse engineer the Supplier Proprietary Tools.

**D. Client Pre-Existing IP.** Client has developed or licensed its own proprietary tools, applications, methodologies or software ("**Client Proprietary Tools**"). Client retains ownership rights of all Client Proprietary Tools, including derivative works and other modifications to Client Proprietary Tools, whether developed independently or during the performance of this Agreement. Except as otherwise agreed in a separate license agreement, and for the limited license provided in Section 6.E. (Licence to Supplier), no rights in Client Proprietary Tools transfer or are otherwise licensed to Supplier.

**E. Licence to Supplier.** Client hereby grants Supplier a limited licence to use, copy, access and modify the Client Proprietary Tools to the extent required to perform the Services. Client represents and warrants that it has obtained all required third-party permissions and consents with respect to its provision of Client Proprietary Tools.

**F. Residual Knowledge.** Supplier may continue to use its general knowledge, skills and experience and Supplier Proprietary Tools in the ordinary course of its business activities.

## 7. TERM AND TERMINATION

**A. Term.** This Agreement begins on the Effective Date and continues until terminated in accordance with this Section 7 (the "**Term**").

**B. Termination for Convenience.** Either party may terminate this Agreement or applicable SOW at any time without cause by giving the other party at least 120 days' written notice of termination (the "**Notice Period**"). Termination will become effective upon the expiration of the Notice Period or on the later date specified in the notice of termination.

**C. Termination for Cause.** A party may terminate this Agreement or applicable SOW if the other party materially breaches any provision thereof and fails to cure such breach within 30 days of its receipt of written notice specifying the nature of the breach in reasonable detail. If Client is in material breach of its payment obligations and fails to cure that breach within 30 days, Supplier has the right to suspend provision of Services under this Agreement and all SOWs without liability.

**D. Termination Assistance Services.** If Client requires termination assistance Services on expiration or termination of an SOW, the parties will enter into good faith negotiations of a separate SOW describing the termination assistance Services and the associated Fees. If an SOW is terminated due to Client's breach of this Agreement or an SOW, Client will be required to pre-pay the termination assistance Fees under the termination assistance SOW.

**E. Effect of Termination.** The termination or expiration of any one SOW will not terminate this Agreement or any other SOW. Upon termination of this Agreement, each SOW then in force at the date of such termination will continue in full force and effect for the remainder of the term of such SOW, unless the SOW is specifically terminated earlier in accordance with this Section 7. On termination or expiration of any SOW, Supplier is entitled to, and Client will pay, all Fees for Services performed up to and including the effective date of expiration or termination of such SOW(s). If this Agreement or an SOW is terminated before its normal expiration date (e.g., termination for convenience), then Client shall pay any early termination Fees set forth in the applicable SOW within 30 days of the effective date of termination, or as otherwise set forth in the relevant SOW.

## 8. DATA PROTECTION

**A. Supplier Data Protection Obligations.** Supplier shall comply with all data protection laws and regulations applicable to its processing of personal information (or personal data, personally identifiable information, or similar, in each case as defined under the applicable data protection laws) for the purpose of performing Services. To the extent the Client directs Supplier to process personal information or Supplier is provided access to personal information as part of the Services, Supplier shall not sell such personal information, or retain, use, or disclose such personal information for any purpose other than to provide the Services or as otherwise required by applicable laws. Supplier shall process the personal information in accordance with Client's documented instructions in the Agreement or applicable SOW. Supplier will cooperate with respect to Client's obligations in responding to verifiable consumer requests to access or delete personal information that Supplier is processing on Client's behalf.

**B. Security Incident.** Supplier shall put in place appropriate administrative, technical, and physical controls designed to protect against unauthorized access to, or loss, misuse, or destruction of personal information (in each case a "Security Incident"). To the extent a Security Incident impacts personal information under Supplier's custody or control, Supplier will notify Client promptly and shall promptly coordinate with Client to remediate any adverse impact to Client. Client agrees that Supplier may use Supplier's Affiliates and other sub-processors to process personal information to provide the Services on Client's behalf. If the personal information to be processed by Supplier includes personal information within scope of Article 3 of the General Data Protection Regulation, including as implemented in the UK, the parties shall also comply with the terms and conditions of the applicable Data Protection Agreement between the parties.

**C. Client Data Protection Obligations.** Client shall not provide Supplier with (or with access to) any personal information unless it is strictly required for Supplier to provide Services. If Client shares personal information with Supplier, it shall notify Supplier before the data is shared and classify it as live production data or test data. Client represents and warrants that: (i) the personal information being processed by Supplier as part of the Services was lawfully collected by Client; (ii) Client has the right to appoint Supplier as a processor and provide personal information to Supplier for processing; and (iii) Client's instructions to Supplier shall not cause Supplier to violate applicable laws. Client shall comply with applicable data protection and privacy regulations and maintain adequate security controls in Client's own environment to mitigate against risks related to data security and data privacy. Supplier shall not be liable for any incident related to data security or data privacy arising out of Client's failure to follow such regulations or to maintain such controls.

## 9. INDEMNIFICATION

**A. Supplier Indemnities.** Supplier shall defend and indemnify Client from and against any Losses arising from any third-party claim:

- (i) that any Deliverable developed by Supplier pursuant to this Agreement or any SOW infringes or misappropriates a third party's intellectual property right;
- (ii) arising from personal injury or damage to real property caused by Supplier's negligence;
- (iii) that is a labour or employment action brought by a Supplier employee or Supplier Subcontractor, provided such claim is not related to discrimination, victimization, harassment or otherwise resulting from alleged actions by Client's personnel;

- (iv) arising from a breach by Supplier of Supplier's confidentiality obligations under Section 5; or
- (v) arising from a Security Incident caused by Supplier's breach of its privacy and security obligations under this Agreement;
- (vi) any assertion or finding that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") applies or applied to transfer the employment of any person from the Supplier or any Supplier Subcontractor to a replacement supplier or to the Client on the termination of the Services in whole or part.

**B. Infringement Claims.** The indemnification obligation set forth in Section 9.A.(i) does not apply to the extent infringement claims arise out of: (i) Client's or its end-user customers' customization or modification of a Deliverable; (ii) Client's or its end-user customers' use of a Deliverable in a manner not permitted under this Agreement or the applicable SOW; (iii) Client's or its end-user customers' use of a Deliverable in combination with other products, equipment, devices, software, systems or data not supplied by Supplier; or (iv) Client's or its end-user's continued use of an infringing Deliverable after being advised by Supplier to discontinue such use. If a Deliverable becomes, or in Supplier's opinion is likely to become, subject to an infringement claim, Supplier shall, at its option: (i) procure the right for Client or its end-user customers to continue using the applicable Deliverable; (ii) replace or modify the Deliverable so as not to infringe; or (iii) if neither of the foregoing options is available on commercially reasonable terms, Supplier may terminate the applicable SOW under which the allegedly infringing Deliverable was provided by providing Client with 30 days' notice.

**C. Client Indemnities.** Client agrees to defend and indemnify Supplier from and against any Losses arising from any third-party claim arising from:

- (i) allegations that any Client Proprietary Tools, or other materials provided by or on behalf of Client to Supplier for Supplier's performance of Services, infringe or misappropriate a third party's intellectual property right;
- (ii) personal injury or damage to real property caused by Client's negligence;
- (iii) Client's failure to obtain a required third-party permission, license, or consent; or
- (iv) a harassment, victimization, discrimination or other type of labour or employment-related claim resulting from alleged actions of Client's personnel.
- (v) any assertion or finding that TUPE applies or applied to transfer the employment of any person to the Supplier or any Supplier Subcontractor on the commencement of the Services in whole or part.

**D. Indemnification Procedures.** The party seeking indemnification ("**Indemnified Party**") shall promptly notify the other party (the "**Indemnifying Party**") in writing not later than 15 days after the Indemnified Party learns of the claim (or sooner if required by applicable law), and will include reasonable details in its notice regarding the underlying allegations and basis for the claim. The Indemnified Party's failure to notify the Indemnifying Party within that 15-day period, or sooner if required by law, will only relieve the Indemnifying Party of its obligation to defend and indemnify the Indemnified Party under this Section if and to the extent the Indemnifying Party's defence of the claim is prejudiced by such failure. The Indemnified Party shall give the Indemnifying Party sole control of the defence and any settlement negotiations; provided any settlement reached will include a release of the claim pending against the Indemnified Party, and no settlement will admit liability or create obligations for the Indemnified Party without its prior written consent. The Indemnified Party shall also give the Indemnifying Party all of the information, authority and assistance the Indemnifying Party needs to defend against or settle the claim.

"**Losses**" means damages, liabilities, costs and expenses awarded by a court or tribunal to the third party who brought the indemnified claim, or the settlement agreed to by the Indemnifying Party; and, the case of Section 9.A.(vi) and Section 9.C.(v), includes any employment liabilities (meaning all claims, damages, compensation, awards, penalties, fines, interest, costs (including legal costs), expenses and all other liabilities whatsoever).

## 10. MUTUAL LIMITATION OF LIABILITY

**A. MUTUAL INDIRECT DAMAGES DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES

WHICH MAY BE SUFFERED BY THE OTHER PARTY (OR ANY PERSON CLAIMING UNDER OR THROUGH SUCH OTHER PARTY), WHETHER THE SAME ARE SUFFERED DIRECTLY OR INDIRECTLY OR ARE IMMEDIATE OR CONSEQUENTIAL, AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE HOWSOEVER, WHICH FALL WITHIN ANY OF THE FOLLOWING CATEGORIES: (I) SPECIAL DAMAGE EVEN IF THE OTHER PARTY WAS AWARE OF THE CIRCUMSTANCES IN WHICH SUCH SPECIAL DAMAGE COULD ARISE; (II) LOSS OF PROFITS; (III) LOSS OF BUSINESS OPPORTUNITY; (IV) LOSS OF OR DAMAGE TO GOODWILL; (V) LOSS OF ANTICIPATED SAVINGS; (VI) COSTS OF PURCHASING REPLACEMENT SERVICES OR GOODS; (VII) LOSS OF AGREEMENTS OR CONTRACTS; OR (VIII) ANY CONSEQUENTIAL OR INDIRECT LOSS PROVIDED THAT THIS SECTION 10.A SHALL NOT PREVENT ANY OTHER CLAIMS FOR DIRECT FINANCIAL LOSS THAT ARE NOT EXCLUDED BY ANY OF CATEGORIES (I) TO (VIII).

**B. MUTUAL DIRECT DAMAGES CAP.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY RELATING TO OR ARISING OUT OF THIS AGREEMENT (INCLUDING ALL SOWS), REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CLIENT TO SUPPLIER UNDER THE APPLICABLE SOW IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**C. DATA BREACH SUPER CAP.** NOTWITHSTANDING SECTION 10.B, WITH RESPECT TO ANY CLAIMS THAT ARISE FROM OR ARE ATTRIBUTABLE TO ANY SECURITY INCIDENT CAUSED BY SUPPLIER'S BREACH OF ITS SECURITY AND PRIVACY OBLIGATIONS HEREUNDER, SUPPLIER'S TOTAL AGGREGATE LIABILITY, WHETHER IN CONTRACT OR IN TORT (INCLUDING FOR RELATED INDEMNIFICATION OBLIGATIONS), SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THE APPLICABLE SOW IN THE 18 MONTHS IMMEDIATELY PRECEDING THE SECURITY INCIDENT.

**D. EXCLUSIONS FROM LIABILITY CAPS.** THE DISCLAIMERS AND LIMITATIONS SET FORTH IN SECTIONS 10.A THROUGH 10.C DO NOT APPLY TO A PARTY'S LIABILITY TO THE EXTENT THAT IS ARISES AS A RESULT OF SUCH PARTY'S NEGLIGENCE, WILLFUL MISCONDUCT OR CLIENT'S PAYMENT OBLIGATIONS.

**E. LIABILITIES WHICH CANNOT BE LEGALLY LIMITED.** NOTHING IN THIS AGREEMENT LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FRAUD OR FRAUDULENT MISREPRESENTATION.

## 11. AUDITS

Supplier shall maintain books and records as reasonably necessary to demonstrate Supplier's compliance with its obligations under the Agreement and with applicable laws. Supplier shall maintain all accounting records in accordance with generally accepted accounting principles and practices. Supplier will reasonably cooperate with Client and its auditors and allow Client or its auditors reasonable access to books, records, personnel, systems, equipment, software, and facilities directly related to provision of the Services. Client shall: (i) only conduct audits once per calendar year during Supplier's normal business hours; (ii) provide Supplier with at least 15 business days' notice in advance of any audit; and (iii) avoid unreasonably disrupting Supplier's operations during the audit. Client shall pay the expenses of each audit, unless the audit reveals that Supplier has overcharged Client by more than 10%, in which case Supplier shall pay for Client's reasonable audit expenses. Any auditors retained by Client may not be competitors of Supplier and must be subject to confidentiality obligations substantially similar to the obligations under this Agreement.

## 12. NOTICES

Notices pertaining to this Agreement or any SOW must be in writing and will be considered received if delivered via email (as confirmed by a delivery receipt or response to the email). Any notice of termination, material dispute, or indemnification must be sent via email and also by pre-paid overnight courier (e.g. FedEx or UPS). However, the physical notice requirement may be expressly waived by the parties over email. Notices must be addressed as follows, and a party may update its address by sending notice of its new address in accordance with this Section 12:

|                                           |
|-------------------------------------------|
| <b>IF TO SUPPLIER:</b>                    |
| Attention: General Counsel                |
| Address: Zensar Technologies (UK) Limited |

|                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------|
| 5 Folgate Street, Spitalfields, Moorgate, London E1<br>6GL, United Kingdom<br>Email: <a href="mailto:Legal@zensar.com">Legal@zensar.com</a> |
| <b>IF TO CLIENT:</b>                                                                                                                        |
| Attention:                                                                                                                                  |
| Address:                                                                                                                                    |
| Telephone:                                                                                                                                  |
| Email:                                                                                                                                      |

### 13. STATUS

**A.** Save in respect of those individuals to whom the circumstances set out in Exhibit B (Status Determination) apply, the Supplier warrants and represents to the Client that that all individuals who provide the Services pursuant to this Agreement are either employees of the Supplier or an Affiliate of the Supplier, or are employees of a Pay-As-You-Earn ("**PAYE**") compliant umbrella company ("**PAYE Service Provider**") with whom the Supplier contracts, such that the off-payroll working rules of Chapter 10, Part 2 ITEPA do not apply to the Client.

**B.** The relationship of the Supplier to the Client will be that of independent contractor and nothing in this agreement shall render it (nor any of its or its Affiliate's employees or self-employed contractors nor any of its PAYE Service Provider's employees) an employee, worker, agent or partner of the Client and the Supplier shall not hold itself out as such and shall procure that the relevant individual shall not hold himself or herself out as such.

### 14. FORCE MAJEURE AND RELIEF EVENTS

**A. Force Majeure.** If either party's performance of its obligations under this Agreement or a SOW is prevented, hindered or delayed or otherwise made impracticable by reason of strike, labour trouble, flood, fire, earthquake, typhoon, riot, epidemic, pandemic, explosion, war, hostilities, terrorism, sabotage, denial of service attack, virus or hacking attack for which there is no known, commercially reasonable solution, civil disturbance or general restraint or compliance with law or governmental regulation or other cause of like or different character beyond the reasonable control of either party (each a "**Force Majeure**"), the party whose performance under this Agreement or an SOW is thus prevented, hindered or delayed (the "**Hindered Party**") will be excused from performance while the Force Majeure continues to prevent, hinder or delay the Hindered Party's performance. The Hindered Party shall use commercially reasonable efforts to overcome the cause and mitigate the effect of the Force Majeure. If Supplier is the Hindered Party and its performance is prevented, hindered or delayed for more than 20 consecutive days, Supplier may terminate the Agreement or the affected SOW on written notice.

**B. Relief Events.** Supplier's failure to perform (or delay in performing) its obligations under this Agreement will be excused to the extent its failure or delay is related to or caused by any of the following events: (i) Client's failure to perform its obligations under this Agreement or the applicable SOW; (ii) Client's failure to perform necessary functions in the Client environment; (iii) Client's failure to obtain a consent or licence right for which Client is responsible; or (iv) incorrect instructions or directions from Client (each, a "**Relief Event**"). Supplier shall promptly notify Client if a Relief Event has occurred, reasonably demonstrate to Client that the Relief Event was the primary cause of Supplier's non-performance, and offer reasonable assistance and cooperation to mitigate the impact of such Relief Event. Nothing in Section 14 affects Client's obligation to pay for the Services.

### 15. INSURANCE

Supplier shall obtain and maintain, at its own expense, the following types and amounts of insurance coverage during the Term: (A) employer's liability insurance in the amount of £5,000,000 in the aggregate; (B) public liability insurance for an insured amount of not less than £5,000,000 per occurrence; (D) professional indemnity insurance with a limit of £5,000,000 in the aggregate; and (E) cyber insurance with a limit of £5,000,000 in the aggregate. Supplier will provide Client with certificates of insurance upon Client's reasonable request.

### 16. MISCELLANEOUS

**A. Modern Slavery.** In performing its obligations under the agreement, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance.

**B. Corruption and Bribery.** Each party shall comply with applicable laws and regulations concerning bribery, corruption, fraud or money laundering in each case as amended from time to time, including without limitation the US's Foreign Corrupt Practices Act and the UK's Bribery Act.

**C. Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Scanned copy, facsimile, or email signatures are sufficient to bind the parties to this Agreement.

**D. No Waiver.** A party's failure to require the other party to comply with any provision of this Agreement or an applicable SOW, or enforce its rights under such provision, is not a waiver. No waiver of any breach of this Agreement or SOW will constitute a waiver of any subsequent breach.

**E. Non-Solicitation.** Neither party shall, without the prior written consent of the other party, directly or indirectly employ, engage the services of or solicit any employees of the other party who have been introduced to or with whom the soliciting party had contact as a result of this Agreement or an SOW, for the Term of this Agreement and the applicable SOW, and for a period of 12 months thereafter.

**F. Severability.** In the event that the arbitrator(s) determines that any provision of this Agreement or an SOW is invalid, that determination will not have any effect on the remaining provisions, which will continue in full force and effect.

**G. Publicity.** Supplier may identify Client as a client of Supplier on Supplier's website as well as within any marketing communications or material relating to Supplier's products or services.

**H. Amendments.** No amendments or modifications to this Agreement or any SOWs, annexures, schedules or exhibits will be effective unless made in writing and signed by authorised representatives of each party. Except as otherwise set forth herein, the terms of this Agreement may not be amended through an SOW.

**I. Entire Agreement.** This Agreement, including all annexures, schedules, SOWs and exhibits hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and voids all previous arrangements and agreements among the parties, written and oral, with respect to the subject matter hereof.

**J. Assignment; No Third-Party Beneficiaries.** Neither party shall assign or transfer any of its rights or obligations under this Agreement or any SOW without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that Client agrees that Supplier may novate this Agreement and any SOW to an Affiliate or in connection with an internal reorganisation, merger, acquisition, change in control, or sale of all or substantially all of its assets. This Agreement shall be binding upon, enure solely to the benefit of, and be enforceable by, the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy of any nature under or by reason of this Agreement.

**K. Subcontractors.** Supplier may contract with and use subcontractors in connection with the performance of Services (collectively, "**Subcontractors**"). Supplier is responsible for the performance of its Subcontractors. Client acknowledges that some Subcontractors (e.g., AWS, data center or colocation providers) only provide services on their standard terms and conditions, and that those terms are non-negotiable and may require certain terms to be passed through to Client. In such case, Client will agree to abide by those pass-through terms, as set forth in the applicable SOW.

**L. Dispute Resolution, Governing Law, and Jurisdiction.** In the event of a dispute under this Agreement or an SOW, either party shall, by written notice to the other party, refer the dispute to senior executives of each party for resolution by good faith negotiations to be commenced within 10 business days after such notice is received. If the parties are unable to reach an agreement with respect to the dispute, the dispute shall be referred to arbitration in accordance with this Section 16.L. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings

shall be English. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**M. Third Party Rights.** This Agreement does not give rise to any rights under the Contracts (Rights of Third parties) Act 1999 to enforce any terms of this Agreement.

**N. No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**O. Order of Precedence.** If there is a conflict between this Agreement and the terms and conditions of any SOW, service schedule, or purchase order, the order of precedence is as follows (with lower numbers controlling over higher numbers): (1) this Agreement; (2) the SOW; and (3) the service schedule or purchase order; however, the terms and conditions of a SOW may override the terms and conditions of this Agreement by specifically mentioning the applicable section of this Agreement that is being overridden, and only for the purposes of such SOW will the conflicting language in the SOW take precedence. No pre-printed terms or conditions contained in any purchase order, order acknowledgment form, invoice or other business forms submitted by Client apply, and Supplier expressly disclaims all such terms.

**P. Survival.** Sections 3, 4.E, 5, 6, 7.E, 9, 10, 12, and 16 survive termination of this Agreement. The parties must bring any action, claim or suit arising directly or indirectly from this Agreement no later than one year after the issue giving rise to the claim occurred, and the parties waive the right to bring any such action, claim or suit under any longer statute of limitations.

**IN WITNESS WHEREOF**, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

**ZENSAR TECHNOLOGIES (UK) LIMITED**

Authorized Representative:

**CLIENT**

Authorized Representative:

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Name:

Title:

Date:

**Exhibit A**

**Statement of Work**

**[Templates to be included for T&M work and/or Fixed Bid work]**

**Exhibit B**

**Status Determination**

**1. Definitions:**

- a. **Deemed Employment:** means an Engagement to which section 61M(1)(d) of ITEPA applies;
- b. **Engagement:** means the engagement of the Supplier by the Client on the terms of this agreement; and
- c. **ITEPA:** means the Income Tax (Earnings and Pensions) Act 2003.

- 2. The relationship of the Supplier and any individual referred to in Exhibit B, Clause 3 below to the Client will be that of independent contractor and nothing in this Agreement or this Exhibit B shall render either it or the relevant individual an employee, worker, agent or partner of the Client and the Supplier shall not hold itself out as such and shall procure that the relevant individual shall not hold himself or herself out as such.
- 3. Where an individual is under an obligation personally to perform the Services for the Client as a self-employed contractor under arrangements involving the Supplier, and the Client qualifies as medium or large and has a UK connection for the relevant UK tax year in which those arrangements have effect, the Supplier shall, and shall procure that such individual shall, promptly give to the Client all such information and documentation as it may reasonably require from time to time in order to help the Client determine whether the Engagement is or will be a Deemed Employment. If the Client determines the Engagement is a Deemed Employment, it shall deduct and account for tax and national insurance contributions in accordance with the off payroll working rules of Chapter 10, Part 2 ITEPA. The requirements of this Exhibit B, Clause 3 shall not apply if the Client confirms that it is "small" in accordance with Exhibit B, Clause 7 below.
- 4. The Supplier shall, and shall procure that the relevant individual shall, promptly inform the Client of any material change to any information or documentation previously provided pursuant to Exhibit B, Clause 3 above, and shall also promptly provide any other information or documentation that it considers (or ought reasonably consider) to be materially relevant to determining whether the Engagement is Deemed Employment. The Client reserves the right to amend the terms of the Engagement if the Engagement is determined to be Deemed Employment.
- 5. For the purposes of Exhibit B, Clause 3, the Client will be treated as medium or large if it has not notified the Supplier of its "small" status in accordance with Exhibit B, Clause 7, and will have a UK connection for the relevant tax year if it is either resident in the United Kingdom or has a permanent establishment in the United Kingdom (per section 60I ITEPA).
- 6. Where Clause Exhibit B, Clause 3 applies, the Supplier shall be fully responsible for and shall indemnify the Client for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination by HM Revenue & Customs that the Engagement is Deemed Employment, where such recovery is not prohibited by law. The Supplier shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim, other than where the latter arise out of the Client's negligence or wilful default or out of circumstances in which the Client knew or ought reasonably to have known from the information provided by the Supplier in accordance with Exhibit B, Clause 3, that the Engagement would be a Deemed Employment.
- 7. The Client shall, upon the request of either the Supplier or an individual referred to in Exhibit B, Clause 3, provide the requesting party with a statement as to whether, in the Client's opinion, the Client qualifies as "small" (within the meaning of sections 60A-F ITEPA) for the tax year specified in the request, by no later than the later of (i) the end of the period of 45 days beginning with the date on which the Client receives the request and (ii) the beginning of the period of 45 days ending with the start of the tax year specified in the request. If the Client either confirms that it is "small" or fails to comply with the requirements of this Exhibit B, Clause 7, the indemnity at Exhibit B, Clause 3 shall not apply.