

**SOFTWARE AS A SERVICE AGREEMENT
AND
STATEMENT OF WORK**

in relation to

<Project Name>

between

<Customer Name>

and

Infosys Ltd

<Month, Year>

SOFTWARE AS A SERVICE AGREEMENT

General Terms and Conditions

This Platform as a Service Agreement ("**Agreement**") dated [_____] ("**Effective Date**") is made by and between [NAME OF CORPORATE ENTITY SIGNING], having an office at [_____] ("**Infosys**") and [NAME OF CLIENT], having an office at [_____] ("**Customer**").

1 **Definitions:**

- 1.1 Capitalized terms not otherwise defined within the Agreement are defined in *Attachment I*.

2 **Rights of use:**

- 2.1 Subject to the terms of this Agreement, Infosys will grant to Customer a non-exclusive, non-transferable, revocable, limited, personal, right to use the Platform and receive the Services during the Term and to permit its End Users to receive the Services to submit information as provided in the Agreement. Customer will be solely responsible and liable for End Users acts or omissions, including as applicable their use of the Platform and Customer Credentials. Customer will be solely responsible for the use of the Platform or its Services by, and Content or information from, End Users. No license rights are granted herein except if expressly mentioned. Infosys reserves all rights not otherwise expressly granted hereunder.
- 2.2 Infosys will provide Customer with Customer Credentials to access the platform and consume its Services. Customer is responsible for use of its account and maintaining the confidentiality of its Customer Credentials. Infosys reserves the right to inspect and reassign usernames that it feels, in its sole discretion, to be obscene, defamatory, harassing, or malicious. Customer will select unique, non-obvious passwords.
- 2.3 Customer will not, and will not permit any Person, directly or indirectly, to: (a) use the Platform and consume the Services for any purpose other than as permitted under this Agreement; (b) use the Platform and receive the Services in the operation of any outsourcing arrangement, service bureau, time share, or in violation of applicable Law; (c) alter, modify, disassemble, decompile, reverse engineer or otherwise attempt to derive source code, or other trade secrets, from the Platform or Services (e) copy, license, sell, distribute, lease, rent, lend, publish, resell, make available, sublicense, otherwise transfer or assign, or otherwise exploit the Platform or Services; (f) bypass or breach any security used by the Platform or Services; (g) input, upload, transmit, or otherwise provide to, or through the Platform, Services, any information or materials that are in violation of Law, injurious, contain, transmit or activate any viruses, malicious or harmful code, or any other similar software or programs; (h) act in a manner intended to avoid incurring Fees, or exceeding any restrictions or limitations set forth in the Agreement; or (i) remove proprietary notices.
- 2.4 All access to the Platform and its Services will be via the Internet. Customer is responsible for supplying its own link or access to the Internet and is solely responsible for controlling access to the Services. Customer will ensure that adequate level of encryption is present in transit and take adequate measures to secure transmission of data from Customer network to the Platform.
- 2.6 Infosys, in its sole discretion, may from time to time make additions to, deletions from, or modifications to the ever evolving Platform or its Services, specifications and/or communications facilities, including to

comply with changes, or contemplated changes, in Law. Infosys will make reasonable efforts to notify Customer, including through the posting of changes online, upon adoption of material modifications. If Infosys does generally release an update to all customers, it will apply the update to the Services or Platform in accordance with Infosys's ordinary course implementation schedule.

- 2.7 Infosys will provide Support to Customers in relation to the Platform as detailed in the Schedule (Attachment III). However, Infosys will not provide technical support directly to End Users or Affiliates. Customer will provide Infosys prompt and unencumbered access to Customer's site, resources, and systems, as necessary to perform Support. Customer acknowledges that the Platform may contain program code which logs software program code "de-bug" information if an error exception occurs when the program is running. Customer agrees that such information, including, computer operating parameters, may be automatically transmitted to Infosys. Infosys may also use methods to track system information so that they can more efficiently manage various service issues, such as patching exceptions and software life cycles, or to identify security vulnerabilities.
- 2.8 Infosys may, upon reasonable notice to Customer, audit Customer's compliance with the Agreement, including review of the applicable agreement between Customer and an End User and any books and records relating to such agreement or use of the Platform. Without limiting Infosys's remedies, if the audit uncovers that Infosys has been underpaid or unpaid, Customer will pay those Fees and Infosys's costs incurred in conducting the audit within fifteen days of written notification of the amounts owed. If Customer fails to pay the amounts owed, Infosys has the right to terminate the rights granted herein. If an audit reveals material non-compliance with the Agreement, Infosys may terminate for material breach and Customer will pay, in addition to any Fees due and other remedies Infosys may have at Law, all costs of such audit.
- 2.9 In the event a change in applicable Laws or interpretation of applicable Laws makes the continued performance of this Agreement or any part thereof, in Infosys's sole reasonable discretion, unlawful or commercially unreasonable to provide, then Infosys may terminate this Agreement upon notice to Customer and without any further obligation to Customer, except the return of the portion of any prepaid Fees for periods after the effective termination date.
- 2.10 Customer represents and warrants: (a) Customer has all requisite legal authority to enter into and be bound by the Agreement; (b) Customer will comply with all Laws; (c) all materials or information provided by or on behalf of Customer do not and will not infringe or misappropriate the rights of any third party or Person; (d) Customer has the right to execute the Agreement and to act in accordance with its terms, and the execution and performance of the Agreement are within its respective corporate powers, have been duly authorized, and do not require any consent of, or filing with, any third party or governmental body, and does not violate any Law or agreement; and (e) the Agreement will constitute valid, binding, and enforceable obligations of Customer.

3. Customer Responsibilities:

- 3.1 Customer and End Users will: (a) comply with the AUP and any other policies or terms made available in connection with the use of the Platform and receive Services; (b) obtain and maintain all Consents, including those to permit access, use, and other rights with respect to Content, Customer Data, Customer systems and to provide any services to End Users; (c) provide immediate notice of prohibited Content available via the Services, breach or threatened breach of the Agreement, or breach or threatened breach of security, and (d) notify Infosys immediately in writing in the event that any unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction, use of the Platform is found. Customer will ensure that the End

Users adhere to the terms of the Agreement. Customer will be solely responsible for all aspects of use of the Platform and receiving its Services including, administering its Customer Credentials, capturing and maintaining any records relating to such use.

- 3.2 Customer is solely responsible for, and Infosys has no responsibility or liability to Customer or to any Person for: (a) Customer Data or Content; (b) determining the suitability or the legality of the Customer Data or Content; (c) use of the Services Output and compliance with all Laws in use of the Services Outputs; (d) compliance of Customer Data or Content with Laws; (e) ensuring the Customer Data or Content does not contain prohibited Data; and (f) the editorial content, the particular arrangement, organization and order of availability of Customer Data or Content.
- 3.3 During the subscription, Customer and Customer's Affiliates may use the Platform and receive its Services as designated named users of the platform. Customer will ensure that Customer's affiliate assumes all obligations of Customer under the Agreement and Customer and such Affiliate will remain responsible for all actions or omissions of any Affiliate.

4. Payment and Taxes:

- 4.1 Customer will pay fees as stated in the applicable Schedule, within thirty (30) days of the invoice date. All fees are non-cancellable and non-refundable. An invoice is "disputed" only if Customer notifies Infosys of a good faith dispute within 5 days of receipt of invoice. Interest at lesser of one and one half percent (1.5%) or the highest interest rate allowed by law per month will apply on all late payments from the date the payment is due. Customer will indemnify Infosys for all costs, including expenses and attorney's fees, incurred by Infosys in the collection of overdue payments.
- 4.2 Fees are exclusive of all taxes. Customer will be responsible for the payment of all taxes applicable to this Agreement, the Platform, and Services. Customer will separately state in the relevant Schedule, the invoicing location and beneficiary location for any Service provided by Infosys.

5. Confidential Information and Data Privacy:

- 5.1 Any disclosure of confidential information by the Customer or the Infosys will be governed by the confidentiality terms at <https://www.infosys.com/products-nda.html>
- 5.2 Infosys will not be liable for any data loss or damage arising from transmission of such data over a public or third party cloud or network.
- 5.3 Infosys will process personal data (PII) only
 - (i) in accordance with the terms of this agreement; or
 - (ii) on other documented instructions from the customer

In the event any PII needs to be transferred outside the European Union, Customer and Infosys, as data controller and processor respectively, will enter into applicable cross border data transfer agreements.
- 5.4 With respect to Customer Personal Data provided by or on behalf of Customer or permitted by Customer to be provided to Infosys : (a) Customer will comply with all Laws, including all Laws relating to privacy or data security (b) Customer will be solely responsible for determining compliance with Laws, and Infosys will not be required to monitor or advise on the Laws; (c) Customer will provide written guidance regarding the scope, purposes, and manner for which Customer Personal Data will be handled by Infosys as permitted under the Laws and Infosys will implement those items of guidance to which it agrees to in writing and for which

Infosys may charge additional Fees; (d) in the event of any change to (including changes in interpretation of) a Law which requires a change to all or part of the Service, the Parties may make appropriate adjustments to the terms of the Agreement and the Service, as mutually agreed in writing, to the extent that changes to the Services are, in Infosys's discretion, reasonably feasible and practicable; and (e) Customer will encrypt all Customer Personal Data, prior to the provision to Infosys of such Customer Personal Data by or on behalf of Customer or permitted by Customer to be provided to Infosys, or using such in connection with the Services. Customer is responsible for back up of all Customer Data.

5.5 Infosys has established, and maintains, a Data Security Program. The existence of the Data Security Program does not relieve Customer of Customer's obligations otherwise described in the Agreement. The Data Security Program from Infosys entails:

- Using the appropriate encryption methodologies (AES 256) for data at rest and data in motion.
- Being SOC2 Type 2 compliant
- Using the AWS Key Management Service (KMS) for all public/private key management
- User authentication and authorization using Customer Active Directory Services only
- Processing of any data only on written instructions from Customer

6 Ownership and Restrictions:

6.1 Infosys Ownership: All rights, title and interest including all Intellectual Property Rights in the Platform, documentation, Confidential Information and all derivatives, modifications, enhancements and new inventions undertaken on the Platform belong to and vest entirely in Infosys. Infosys, or its affiliates, also own and will continue to own and retain all right, title, and interest in and to the Infosys Proprietary Materials, including the background technology adopted to develop the Platform. Infosys will be free to use the general knowledge, skills, and experience of its personnel, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Platform Services. Infosys owns, at creation, all right, title, and interest in, and to Feedback provided by Customer, persons that are under Customer's control, or any other party relating to the Platform Services. Customer may not use Infosys's name, trademarks, or logo without Infosys's prior written consent in each instance.

6.2 Customer Ownership: As between the Parties, Customer will be the sole and exclusive owner of all Customer Data and Content, and will be responsible for the legality, accuracy, and completeness of such Customer Data and Content, and for the protection of the security and integrity thereof. Customer hereby grants to Infosys, its Affiliates, suppliers, and contractors a non-exclusive, royalty-free, fully paid up, world-wide, transferable license to use, adapt, display, perform, and distribute the Customer Data and Content: (a) during the term of the Agreement, in order to provide the Platform Services and Customer's use thereof, for so long as Infosys maintains such Customer Data and Content in accordance with its policies or procedures in all material respects; and (b) so long as the Customer Data or Content is de-identified, masked or redacted so that the Customer information cannot reasonably be identified from the mere inspection or analysis of such information, for any purpose, including research, statistical analyses, models, benchmarking, and other analyses, during the term of the Agreement and thereafter.

6.3 Infosys grants to Customer a limited, non-exclusive license during the Term to use Infosys Proprietary Material contained in the Service Output to the limited extent such are inseparable from the Service Output for Customer's internal business purposes and provided Customer does not provide any such Services Output to competitors of Infosys. In no event shall Infosys be precluded from developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Services or Services Output, so long as Infosys develops this without use of the Services Output.

7. Warranties and Disclaimers:

- 7.1 Infosys warrants that it will use commercially reasonable efforts to provide the Platform and its Services to Customer; provided: (a) Customer and all End Users have used the Platform and received the Services in accordance with the Minimum Requirements, and have not otherwise used any service, product, hardware, or software that adversely affects the Services or the Platform; (b) Customer has not breached the Agreement; (c) there are no errors caused by third party software, hardware, other infrastructure, or the configuration of such items; (d) Customer has paid all amounts due under the Agreement, and is not in default of any provision of the Agreement; and (e) Customer and End Users have not made any changes (nor permitted any changes to be made other than by or with the express approval of Infosys) to the Services. Unauthorized changes to the Services will void this warranty.
- 7.2 Open Source and Third Party Software are delivered as-is without warranties or liability of any kind (direct or indirect).
- 7.3 THE CUSTOMER ACKNOWLEDGES THAT THE FUNCTIONING OF THE SOFTWARE IS NOT ERROR-FREE OR UNINTERRUPTED. TO THE FULLEST EXTENT PERMITTED BY LAW, INFOSYS DOES NOT MAKE AND INFOSYS HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, ANY WARRANTY ARISING FROM COURSE OF DEALING, PERFORMANCE OR TRADE.
- 7.4 Customer hereby acknowledges and agrees that the Platform and Services may be inaccessible for a period of time for purposes of support, installation, updates, replacements, backup, or modifications of the Platform or Services. Infosys hereby disclaims and Customer hereby waives any and all Infosys responsibility resulting from Customer's failure to access the Platform or receive the Services during such downtime. However, reasonable notice of all scheduled support times will be provided to the Customer, unless prevented by reasons of business exigencies. The Parties hereby agree that Infosys shall not be responsible for any downtime caused due to reasons not attributable to Infosys, including without limitation downtime caused due to any third party default or any factors outside reasonable control of Infosys.

8 Indemnity and Remedies:

- 8.1 If a non-affiliated third party raises a claim which is held valid by a competent court of law, against Customer that Platform or its Services infringes the Intellectual Property Rights of such non-affiliated third party ("Claim"), then Infosys will defend Customer from the non-affiliated third party Claim. Further, Infosys will pay all damages, arising from the Claim which a court finally awards or is otherwise agreed by Infosys in a settlement. Infosys will have full control over the defense and settlement of the Claim provided Infosys shall be notified promptly in writing by customer of any notice of such claim. Notwithstanding the foregoing, Infosys will have no obligation under this Section 8.1 or otherwise, with respect to any Claim to the extent caused by (a) any breach by Customer of its obligations pursuant to this Agreement; (b) any modification of the Platform or its Services by any Person other than Infosys and use of Platform or services contrary to instructions given to Customer by Infosys; or (c) information, materials, or directions provided by any third party ; (d) use of Platform and its services by customer after notice of alleged or actual infringement from Infosys or appropriate authority ; (e) Open source and third party software.

- 8.2 If the Platform or its Services becomes, or in Infosys's reasonable opinion is likely to become, the subject of an infringement claim, Infosys may, at its sole expense and option, either (i) procure the right for Customer to continue using the Platform and its Services; (ii) replace the Platform and its Services with a non-infringing equivalent; (iii) modify the Platform and its Services to make it noninfringing, provided that the functionality and quality thereof is not materially reduced thereby; or (iv) if (i), (ii), or (iii) is not commercially reasonable, then Infosys may direct the Customer to stop use of the Platform and its Services and may terminate the Agreement.
- 8.3 This Section 8 states Customer's sole and exclusive remedy and Infosys's entire liability with respect to alleged infringement of intellectual property or proprietary rights arising out of or in connection with this Agreement.
- 8.4 Customer will indemnify, defend, and hold harmless Infosys, its Affiliates, officers, employees, and agents ("**Infosys Indemnitees**") from, and against any and all costs, liabilities, losses, and expenses, (including reasonable attorneys' fees) arising or resulting from any claim, suit, action, regulatory investigation, regulatory request, administrative hearing, or proceeding brought by a Person against any Infosys Indemnitee arising from or related to actual or alleged infringement or misappropriation of any intellectual property right or privacy right relating to Customer provided material, information, or direction.

9 Liability – Limitation and Exclusions:

- 9.1 A Party's aggregate liability will be capped to the fees paid under the applicable Schedule in the twelve (12) months immediately preceding the liability event.
- 9.2 The above limitation will not apply to breach of *Sections 2, 4, 5.1, 6, 8.1* and any other liability which cannot be limited or excluded under applicable law. Notwithstanding the foregoing, Infosys's liability for any data privacy violations shall be capped to two times (2X) the liability cap for direct damages.
- 9.3 The Parties will not be liable for special, indirect, consequential, punitive, exemplary damages or for loss of profits, loss of data or business or damage to reputation and goodwill irrespective of whether the Parties have been advised of the possibility of such damages.

10 Term and Termination:

- 10.1 This Agreement shall commence on the Effective Date and continue for an initial term of [] months, unless terminated earlier in accordance with this Agreement ("**Initial Term**"). After the expiration of the Initial Term, this Agreement will automatically renew for consecutive periods each of [] months (each a "**Renewal Term**"), unless either Party provides written notice of its intention not to renew the Agreement within [sixty (60)] days prior to the expiration of the Initial Term or the then-applicable Renewal Term. (The Initial Term and any Renewal Term(s) are collectively referred to as the "**Term**".)
- 10.2 Without limiting Infosys's termination rights in Section 10.3, Infosys may, in its reasonable and good faith discretion, suspend the provision of the Services and access to Platform if it makes a determination that: (a) access to the Platform or Services or use of the Services, is detrimental to Infosys, the Services, the Platform, other customers, or if suspension is necessitated by Infosys's suppliers, contractors, or Infosys; (b) Customer does not pay Fees when due and in accordance with the Agreement; (c) Infosys is required by Law to do so; or (d) Customer, or End Users, breach or are reasonably suspected of breaching the Agreement. In such a case, Infosys will reasonably endeavor to notify Customer. Customer will take any action reasonably

necessary to restrict use of the Platform, receive its Services or dashboard in accordance with the suspension. Infosys may also restrict Customer's or End Users' access to the Services from time to time to perform support services or emergency services. Suspension does not relieve Customer of its payment obligations, and Customer is still responsible for all Fees. Immediately, upon receipt of any such revocation, Customer will cause all use of the Customer Credentials to cease that are subject to the revocation.

- 10.3 Infosys may terminate this Agreement, with written notice if Customer fails to comply with the terms of this Agreement. If the Agreement expires or is terminated for any reason, Customer will promptly discontinue use of the Platform Services and pay Infosys all outstanding fees owed (paid or payable) under this Agreement, irrespective of termination or expiry, and certify to the same. If requested by Customer, Infosys will provide Customer with access to and the ability to export Customer Data in Infosys's possession. Such access shall commence on the effective date of expiration or termination of this Agreement and continue for a period of ten (10) days thereafter. Immediately upon termination or expiration of this Agreement, Customer may also request that Infosys conduct an export of Customer Data in Infosys's possession and that are reasonably accessible by Infosys, and Infosys agrees to provide such export service at its then current rates on a time and materials basis. Following the expiration of the applicable time period, Infosys will disable the applicable Service for Customer, and thereafter Infosys will have no obligation to retain, hold, export, or return the Customer Data. Infosys will have no liability for deletion of Customer Data in compliance with this Section 10.3.

11 Governing law and Dispute resolution:

- 11.1 Disputes arising under this Agreement will be governed by the following laws and courts (a) New York, USA if the Customer's principal place of business is in the North American continent; (b) England if the Customer's principal place of business is in the African or European continent; (c) Victoria, Australia if the Customer's principal place of business is in Australia or New Zealand; (d) Singapore if the Customer's principal place of business is in the South-East Asia region; and (e) Bangalore, India if Customer's principal place of business is in any other region. Each Party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

12 Miscellaneous:

- 12.1 **Compliance with laws.** Each Party will comply with all laws applicable to such Party's performance of its obligations pursuant to this Agreement, including export regulations, applicable to its business and the performance of its obligations under this Agreement.
- 12.2 **Audit.** Infosys or its third party auditor will be entitled to audit Customer's use of the software to verify Customer's compliance with this Agreement. The audits will be conducted during business hours of the Customer. If the audit discloses any unauthorized use, Infosys will be entitled to charge Customer for such unauthorized use as per the then prevailing list price.
- 12.3 **Precedence.** The following order of precedence will be applied in the event of a conflict, (a) General Terms and Conditions; (b) Attachments; and (c) Schedule.
- 12.4 **Severability.** If any provision of this Agreement is unenforceable or invalid, the rest of the Agreement will continue in full force and effect.
- 12.5 **Assignment and novation.** Customer will not assign or novate this Agreement without the prior written consent of Infosys. Infosys may assign or novate this Agreement to its Affiliates upon written notice to Customer.
- 12.6 **Amendment.** The Parties will not amend this Agreement, except by written consent of the Parties.

- 12.7 **Headings.** Headings used under this Agreement are for convenience only and not intended to affect the interpretation of the Sections.
- 12.8 **Notices.** All notices under this Agreement will be in writing and sent via registered mail or personal service (with acknowledgement) to Infosys: Legal Department, Electronics City, Hosur Road, Bangalore -560100 and Customer: at such address notified by Customer in writing or the last billing address.
- 12.9 **Force Majeure.** Any delay in performance (other than for payment of fees due) caused by conditions beyond the reasonable control of the performing Party is not a breach of this Agreement.
- 12.10 **Waiver.** Failure by either Party to enforce a right under this Agreement is not a waiver of that right.
- 12.11 **Survival.** Obligations which by their nature would continue beyond the termination, cancellation or expiration of this Agreement will survive termination, cancellation or expiration of this Agreement.
- 12.12 **Relationship.** The Parties are, and will be, independent contractors; by virtue of the Agreement, neither Party will have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party..
- 12.13 **Publicity.** Infosys will be entitled to list Customer in a general listing of its clients which includes case studies. In the event any listing, or case study, requires disclosure of Confidential Information, Infosys will obtain Customer's consent prior to disclosing such information.
- 12.14 **Limitation of Remedies.** If any claim, suit or action is raised by Customer, pursuant to this Agreement, such proceedings will be raised within one (1) year from the date the cause of action arose, or the shortest period permissible by applicable law.
- 12.15 **Additional Terms.** *Attachments I and II* contain additional terms which are binding on Customer, provided the conditions under these Attachments are applicable to Customer's consumption of the software.
- 12.16 **No Third Party Beneficiaries.** The Agreement is solely between Infosys and Customer. The Agreement does not create, and each Party expressly disclaims, any third party beneficiary relationships.
- 12.17 **Interpretation.** All references to "writing", or derivatives thereof, will include a writing, facsimile, or e-mail. Unless otherwise specified herein, references to "days," "months," "quarters," or "years" refer to calendar days, months, quarters, or years. For purposes of the Agreement, whenever the context requires: the singular number will include the plural, and vice versa; the masculine gender will include the feminine and neuter genders; the feminine gender will include the masculine and neuter genders; the neuter gender will include the masculine and feminine genders "and" will mean "and/or;" and "Including", or its variations, means "including without limitation."
- 12.18 **Counterparts.** The Agreement may be executed in any number of counterparts, including by electronic submission, each of which will be an original and enforceable against any Party whose signature appears on such counterpart, and all of which together will constitute one and the same instrument.

Infosys	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attachment I

Definitions

- a. **“Affiliate”** means a person or entity directly or indirectly controlling, controlled by or under common control with a Party; whereas “Control” shall be constituted by a Legal Entity (i) holding directly or indirectly through one or more intermediaries a majority of the voting rights in another Legal Entity, whether or not exercisable, (ii) directly or indirectly having the right to appoint or remove a majority of another Legal Entity’s board of directors or other governing body, (iii) directly or indirectly being entitled to exercise comparable control rights over another Legal Entity, in particular by virtue of its articles of association or control agreement, or (iv) having the direct or indirect power to direct or cause the direction of the management of another Legal Entity whether by ownership of voting stock, by contract or otherwise.
- b. **“Agreement”** means this Agreement and expressly referenced or embedded documents and links (including attachments and Schedules).
- c. **“AUP”** means the acceptable use policy, as modified from time to time, and which is available in Attachment II.
- d. **“Consent”** means, whether domestic or international, all consents, permits, licenses, rights, regulatory approvals and authorizations, and all applicable import/export control approvals that are required for Infosys, its Affiliates, employees, suppliers, licensors, or contractors to provide and Customer to receive the Services.
- e. **“Content”** means all data, software (including machine images), text, audio, video, images, or other content gathered, acquired, provided to, generated, transmitted, displayed or otherwise made available by or on behalf of Customer or End Users.
- f. **“Customer Credentials”** means the unique and confidential log in details (e.g., usernames and passwords) that allow Customer to access the Wingspan Instance and consume its Services.
- g. **“Customer Data”** means data provided, generated, transmitted or displayed by or on behalf of: (i) Customer pursuant to the Agreement; (ii) Persons that are under Customer’s control ; (iii) Customer in use of the Services or Software; (iv) End Users in use to the Platform Services; or (v) Customer Personal Data. Notwithstanding anything to the contrary, Customer Data does not include Infosys Proprietary Materials
- h. **“Customer Personal Data”** means, as provided by or on behalf of Customer or End Users. an individual’s name in combination with an address, Social Security number, driver’s license number, financial account number including credit or debit card number, passport number, or date of birth; as well as consumer report information; account credentials (*username and password/PIN*); *biometric data; health data; or medical insurance data.*
- i. **“Data Security Program”** means Infosys’s industry standard information and data security program with administrative, technical, and physical safeguards that are appropriate to the size, scope and type of Infosys’s business and resources available, and information to be stored by Infosys.

- j. **“End Users”** means a Person that has entered into a written agreement directly with Customer to receive services from Customer or requested such services from Customer (including lending services) that in each case involve access to the Services by such End User to provide Customer Data or Content in connection with such End User’s business relationship with Customer.
- k. **“Feedback”** means any suggestions, ideas, enhancement requests, feedback, recommendations, or other information.
- l. **“Intellectual Property Rights”** means all inventions (whether or not patentable), works of authorship, patents, trademarks, trade secrets, copyrights, design rights and all associated registrations and applications in relation to the foregoing.
- m. **“Law”** means all applicable laws, statutes, codes, rules or regulations, reporting requirements, judicial interpretation, ordinances, orders, decrees, judgments, consent decrees, settlement agreements, or other pronouncements having the effect of law of the United States, any foreign country, or any domestic or foreign state, county, city, or other political subdivision, including those promulgated, interpreted or enforced by any governmental, regulatory, or self-regulatory authority.
- n. **“Infosys Proprietary Materials”** means Services, Software, updates, Infosys Confidential Information, Resultant Data, Feedback, and, in each instance, all derivative works, enhancement, and improvements thereto.
- o. **“Minimum Requirements”** means the minimum browser, hardware, software, and other system requirements that Customer would need to operate the Services set out in a Services Schedule (or attachment).
- p. **“Third Party Software”** means the third party components or OSS (downloaded or provided by Customer) required for the functioning of the Software.
- q. **“Parties”** and **“Party”** will mean Infosys and Customer jointly and individually as the case maybe.
- r. **“Permitted Use”** means the internal business use of the Services by Customer (including by or through an End User) solely in connection with the scope of use set forth in the Services Schedule and in compliance with applicable Law.
- s. **“Person”** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- t. **“PII”** means any individually identifiable information protected under applicable data protection, privacy or data security laws and regulations.
- u. **“Platform”** means the Wingspan platform developed by Infosys to provide the Services as detailed in the applicable Schedule under this Agreement including all fixes, patches and updates or upgrades.
- v. **“Schedule”** means a written description of Services mutually agreed to by Parties.

- w. **“Services”** means the services to be performed by Infosys as set forth in the applicable Schedule.
- x. **“Services Output”** means: (a) any item specifically listed in the applicable Service Schedule as a Services Output and (b) those reports specifically listed in the applicable Service Schedule to be provided by use of the Services.
- y. **“Support”** shall mean any applicable support and ow to the Platform that Infosys or its Affiliates may agree to provide pursuant to the terms of the applicable Schedule.
- z. **“Territory”** means the geographical location as agreed in the relevant Schedule.

Attachment II
Acceptable Use Policy (AUP)

- 1) Customer acknowledges that the Wingspan instance and the related services will be hosted with a third party hosting services ("Hosting Network").
- 2) Customer shall be solely responsible for sanitizing, anonymizing and encrypting the data to be uploaded on the Hosting Network. Customer shall not harm or otherwise incorporate any malicious code (including but not limited to any viruses, trojan horses, worms or other programming routines that could limit or harm the Platform or the Hosting Network) in such Hosting Network.
- 3) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Infosys or its Affiliate may temporarily suspend the Customer's and/or any authorized user's access to any portion or all of the Platform or Services without any liability if: (i) Infosys or its Affiliate reasonably determines that (A) there is a vulnerability, threat or attack on any of the Platform or the Services or the Infosys or its Affiliate's intellectual property rights; (B) use of the Platform or the Services may be disrupted or poses a security risk; (C) due to fraudulent or illegal activities; (D) due to prohibition by applicable law; (ii) any vendor or third party hosting provider of Infosys or its Affiliate has suspended or terminated Infosys or its Affiliate's access to or use of any third-party services or products required to enable Customer to access the Platform and receive the Services (any such suspension described in subclause (i) and (ii) a "Service Suspension"). Infosys or its Affiliate shall use commercially reasonable efforts to provide written notice of any Service Suspension to the Customer and to provide updates regarding resumption of access to the Platform and receive the Services following any Service Suspension. Infosys or its Affiliate will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the Customer or any authorized user may incur as a result of a Service Suspension.
- 4) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Infosys or its Affiliate may monitor Customer's use of the Platform and the Services and collect and compile aggregated data ("Aggregated Statistics"). As between Infosys or its Affiliate and the Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Infosys or its Affiliate. Customer acknowledges that Infosys or its Affiliate may compile Aggregated Statistics based on the Customer data input into the Platform and the Services. Customer agrees that Infosys or its Affiliate may (i) make Aggregated Statistics publicly available in compliance with applicable law; and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.
- 5) **No Illegal, Harmful, or Offensive Use or Content**

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Cloud Services for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

Illegal, Harmful or Fraudulent Activities. Any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi and pyramid schemes, phishing, or phishing.

Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.

Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.

Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

6) No Security Violations

CUSTOMER may not use the Cloud Services to violate the security or integrity of any network, computer or communications system, Platform application, or network or computing device (each, a “System”). Prohibited activities include:

Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.

Interception. Monitoring of data or traffic on a System without permission.

Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

7) No Network Abuse

Customer may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

8) No E-Mail or Other Message Abuse

Customer will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

9) Vendor’s Monitoring and Enforcement

Infosys’s vendors reserve the right, but do not assume the obligation, to investigate any violation of this Use Policy or misuse of the Cloud Services. Vendor may:

- a) investigate violations of this Use Policy or misuse of the Cloud Services; or
- b) remove, disable access to, or modify any content or resource that violates this Use Policy;
- c) Vendor may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Its reporting may include disclosing appropriate customer information. It also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Use Policy.

10) Reporting of Violations of this Use Policy

If Customer become aware of any violation of this Use Policy, Customer will immediately notify Infosys and provide Infosys with assistance, as requested, to stop or remedy the violation.

Attachment III

Wingspan Product Support

1. Services in Scope

Scope Category	Description
Services	○ Incident acknowledgement and first response (L1) ○ Incident analysis, Data Fixes and recoveries (L2) ○ Bug fixes and deployment (L3) ○ Regular housekeeping activities ○ Communication of outages, planned downtimes and implementation ○ Application upgrades ○ Documentation (Create / Update) of features (in scope) ○ Application upgrades, Security and data privacy audits ○ Monitoring and communication plan
Coverage	○ 18 x 5 Support, Mail support for Customer P1 Support team ○ Support location: Infosys India DCs ○ 06:00 IST to 00:00 IST (01:30 BST to 19:30 BST) ○ Lean support during Infosys India public holidays, will make sure that high priority tickets are addressed immediately.
Language	○ All responses to users will be in English
Environment	○ Wingspan Instances Management (Dev / QA / Staging / Prod) ○ Storage management ○ Network monitoring and management

Services out of scope:

Following services are excluded from the scope of services for Support Function:

1. Minor and Major Enhancements / New features except described in Scope of Services. This will be handled by Product Development team
2. Customization of existing features
3. User responsibilities / Activities
4. Setups and Configurations for new features
5. Content migration
6. Content Translations
7. User trainings
8. Issues related to 3rd Party applications or in house applications
9. User desktop support
10. On Call Support
11. Any support in language other than English

2. Recommended SLA

No.	Performance Measure	Definition	Response Time	Resolution Time
1.	Priority 1 Response Time	Platform team shall respond to a Priority 1 within Two (2) hours within the support window and shall continue its efforts to resolve the problem without interruption and shall resolve the problem or provide a reasonable workaround within eight (8) hours. “Priority 1” means the following • Service is “down,” operation of the Service is severely degraded, or there is a critical impact to the Service due to a fault with the software. • A critical problem that relates to the fundamental functionality of the Licensed Product(s) and precludes productive use of the Licensed Product(s) • Services covered under P1 as follows: ○ Core Learning – No user is able to login and access content. ○ Assessments - No learner is able to Start/Submit the assessment.	2 hours	8 hours
2.	Priority 2 Response Time	• Platform team shall respond within four (4) hours of notice and shall continue its efforts to resolve the problem without interruption during Customers normal business hours, resolving the problem or providing a reasonable workaround within twenty-four (24) hours. “Priority 2” means the following • Significant aspects of the Service are negatively affected by inadequate performance of the software. • A significant problem that relates to the functionality of a critical feature of the Licensed Product(s) but does not preclude productive use of the Licensed Product.	4 hours	24 hours

No.	Performance Measure	Definition	Response Time	Resolution Time
		- Services covered under P2 are as follows: - Core Learning – Admin functionalities, Content Upload, Content Authoring not working - Assessments – All learners experience delayed response in starting or submitting the assessment.		
3.	Priority 3 Response Time	Platform team shall respond within eight (8) hours of notice and shall continue its efforts to resolve the problem without interruption during Customers normal business hours and shall resolve the problem or provide a reasonable workaround within forty-eight (48) hours “Priority 3” means the following - General issues related to a feature or a set of features. Operational performance of the service is not impaired. - Customers require information or assistance with service’s capabilities, installation or configuration and there is little to no effect on its business operations. Included are requests for information, assistance, features, alpha/beta and others. - An inconvenient problem that neither affects the functionality nor productive use of the Licensed Product(s) such as Content management related requests, set-up or configuration requests or any feature that is non-functional - Any limited problem condition which is not critical in that no loss of data occurs and which Customer can reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort. - Services covered under P3 are as follows:	8 hours	48 hours

No.	Performance Measure	Definition	Response Time	Resolution Time
		○ Core Learning – E.g.: Forum posts not working ○ Assessments – Unable to publish assessments		

Note –Reliability, availability, support and SLA for any services provided by 3rd party will be solely the responsibility of 3rd party and must be addressed directly by them.

3. Support and Operations Management

3.1. Roles and Responsibilities

Role (Infosys)	Role Description
Infosys Support Manager	• Incidents tracking, trend analysis, root cause analysis review • Incidents priority review, Incidents allocation review • Release management • Status reporting • Escalation management • Risk management • Change Management
L1.5 Support team	• Customer L1 team to acknowledge the incidents received and send the first response. • Provide clarification/response to known issues • Liaise with L2 team for incidents requiring detailed analysis, defects / bugs identified in the product. • Health checks of the application • Root cause analysis of incidents • Communication on outage / planned downtimes
L2 Support team	• Bug fixes • Upgrade feature testing, release planning and deployment • Release management
L3 Support team/ Platform Development Team	• Platform Enhancements • New Feature Development • Infrastructure Monitoring and configurations

Role (Customer)	Role Description
Customer Product Manager	- Review Incidents trend, root cause analysis, corrective measures - Review status reports - Escalation management - Risk Management
Customer Helpdesk/ Customer Power users	- Handle all first level user related inquiries. - Will filter reported issues and post analysis will send platform related issues that cannot be resolved by client support team to Infosys team

- All incidents will be logged through Customer Ticketing System. Customer Help Desk will contact Infosys Help Desk via e-mail wingspan-support@infosys.com.
- Trainings to Customer Admin and power users, including training materials to be provided by Infosys. Trainings to Customer end-users by Infosys to be considered as additional activity. This activity to be discussed and coordinated between Customer and Infosys support managers. Appropriate change request may be raised considering travels, effort and timelines.

3.2. Escalation Process

Customer and Infosys will use their best efforts to resolve promptly and in good faith, any and all disputes that may arise under, or in the course of the administration of this SOW. It is in the best interests of both Customer and Infosys to resolve issues in a constructive manner that reflects the concerns and commercial interests of each party. Following resolution plan will be followed as issue resolution mechanism:

- Issue review - Following review and resolution the decision will be documented and returned to both parties. If either party believes that resolution is not possible without further escalation, it can be further escalated to senior managements of both sides.
- Finally, if a reasonable amount of time has elapsed without resolution even after all the above channels are pursued, the issue may be further escalated to the formal dispute resolution process as set forth in the Agreement.
- Issue Closure - Once the issue is resolved to the satisfaction of both Infosys and Customer it will be closed

The normal hierarchy and suggested threshold periods are given below:

From Customer to Infosys:

Escalation Level	Unresolved Period
• Infosys Project Manager	• 2-4 days from Issue Origination
• Infosys Relationship Manager	• 4-6 days from Issue Origination
• Infosys Product Owner	• As required.

Table: Escalation from Customer to Infosys

From Infosys to Customer:

Escalation Level	Unresolved Period
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• Customer Program Manager	• 2-4 days from Issue Origination
• Customer Senior Management	• 4-6 days from Issue Origination
• Customer – Business Line Head	• As required

Table: Escalation from Infosys to Customer

3.3. Communication Plan

Meeting Name	Frequency	Time	Owner	Attendees
Retrospective Meeting	Monthly during implementation and quarterly after steady state	1 hour	Infosys Project Manager	- Infosys Project Manager - Infosys Help desk - Customer Product Manager - Customer Power users

3.4. Risks and Mitigation

Risk	Mitigation Plan
Unplanned network outage	This risk cannot be mitigated as the outage is outside Infosys scope. However, Infosys will log P1 ticket with Customer, coordinate with network service provider, follow-up until the issue is fully fixed and provide periodic update to Customer until the network is fully restored.
Data center non-availability	Risk due to non-availability of data center cannot be mitigated as this outage is outside Infosys control. However, in case of any outage at data center, Infosys will log P1 ticket within Customer, liaise with data center Service provider, follow up for issue fix as per the agreed process and keep Customer timely informed on progress, until the issue is fixed and system is fully recovered.

4. Operational Responsibility

4.1. Availability - SLA

Supplier shall be responsible for operating the Application on its systems as set forth in this SOW. The operation shall be carried out as follows:

Availability	99% (Critical Service Level)
Unplanned Downtime	Unplanned Downtime shall be the accumulated periods in hours during which the Application is not available, excluding Maintenance Time. Application unavailability due to circumstances for which Customer is responsible under this SOW shall not count as Unplanned Downtime.
Availability measurement	A = Total number of hours Application is available in a month

	B = Total number of hours Application is NOT available in a month (Excluding maintenance window, Network Outage or Data center connectivity issue) Availability % = $[(A - B) \times 100] / A$
Maintenance Window (not included in downtime calculation) (for major updates)	Upon prior notification to and approval by Customer. Maintenance window plan will be frozen 3 weeks prior to Product Support Activities. In case of immediate security patch updates immediate approvals will be sought to apply the patch at earliest. Note that there would be bi-weekly rolling updates during non-office hours to apply patches on pre-determined timings without causing service disruptions
Maintenance Time	Maintenance Time shall be the period in hours within the Maintenance Window during which Provider carries out maintenance work regarding the Application.

The availability set out in the table above shall be considered a Critical Service Level.

SLAs shall be interpreted in accordance with Attachment III Clause 2 of the Agreement.

4.2. Disaster recovery

Infosys shall be responsible for meeting the recovery time objective and the recovery point objective. Such services shall be provided subject to the following requirements:

Recovery time	Recovery time shall mean the period between the occurrence of a disruption and the complete restoration of the operation of the Software and the relevant data as required by the recovery point objective.
Recovery point	Recovery point shall mean the maximum amount of data that may be lost in case of a disruption. The recovery point objective is expressed as the maximum tolerable period in which data might be lost before the disruption.
Recovery time objective	24 Hours
Recovery point objective	24 Hours
Additional recovery and backup requirements	Data backups are taken on daily basis and stored in two separate data centers at locations as per GDPR compliance. In case of any outage/disaster, recovery will be performed out of these cold backups.
Failover testing	Disaster Recovery Management / Failover tests are planned once in a year. Prior notice and approval will be obtained from Customer to schedule these activities. As part of fail over test, system will be restored from the latest backup taken in staging/test environment.

5. Change Request process

A change would mean “changes to existing functionality” or “addition of new functionality”. Any change would go through the normal Sprint and Release cycle and will be agreed between the parties before

prioritizing for implementation. The Analysis and implementation timelines will be agreed between the parties based on the prioritization of the change.

6. **Place of Services**

Infosys will deliver the above-mentioned services with the team spread across offshore locations in India (any of STP (Software Technology Parks) or SEZ (Special Economic Zone) location, Work from Home).

Attachment IV

Scope of Services

<Enter project specific statement of work>

Attachment V
Commercials

Infosys	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____