

End User License Agreement (EULA) - AWS

MASTER END USER SOFTWARE LICENSE AGREEMENT

BY USING THE LICENSED PROGRAM OR PURCHASING A LICENSEE KEY, YOU (AKA "LICENSEE") AGREE TO THE TERMS OF THIS AGREEMENT. TO THE EXTENT THAT YOU ALREADY HAVE A MASTER SERVICES AGREEMENT AND/OR WORK ORDER (A "VIRTUSA CONTRACT") EXECUTED WITH VIRTUSA CORPORATION (OR AN AFFILIATE THEREOF) THEN THE TERMS OF THAT AGREEMENT SHALL CONTROL YOUR USE OF THE LICENSED PROGRAM. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT USE THE LICENSED PROGRAM.

1. Grant of License; Ownership

1.1 **License Grant.** Subject to the terms and conditions of this Agreement, including your purchase of a valid Licensee Key, Virtusa hereby:

- i. grants you a limited, non-exclusive, non-transferable, license to use the Licensed Program in object code form only on the Amazon Web Services ("AWS") platform, and solely for its internal business purposes for use by End Users, and only for the Term of this Agreement.
- ii. To the extent that there is any third party software (i.e., software licensed by Virtusa from a third party) embedded in, bundled with, or otherwise provided to you in connection with the Licensed Program under this License Agreement, such third party software shall be considered Licensed Software and such third party software shall be used and operated solely with the operation of the Licensed Program and not as a standalone application or any other purpose. Certain third-party software may be subject to an open source license, which were required by such license is included with the Documentation ("OSS License"). Your rights with respect to third party software subject to an OSS License are defined by the terms of the applicable OSS License; nothing in this Agreement shall restrict, limit, or otherwise affect any rights or obligations you may have, or conditions to which you may be subject, under such OSS License.

1.2 **Ownership.** Virtusa retains all right, title and interest in the Licensed Program, and any derivative works thereof, including but not limited to any and all Intellectual Property Rights in the Licensed Program now owned or that may be owned in the future by Virtusa.

1.3 **Restrictions.** You shall not distribute, display, sublicense, rent, lease, use in a service bureau, modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy the Licensed Program, except to the extent expressly permitted by applicable law, and only to the extent Virtusa shall not be permitted by that applicable law to exclude or limit such rights.

1.4 **Proprietary Markings.** You shall not remove or alter any Intellectual Property Right notices or other proprietary markings on the Licensed Program or copies thereof, including without limitation, any trademarks, trade names, trade dress, service marks, logos or other similar branding material or any copyright notices from the footer, navigation bar, login, or any other place in the Licensed Program. You shall not place any Intellectual Property Right notices, including limitation, any trademarks, trade names,

trade dress, service marks, logos or other branding material of Licensee on the Licensed Program except with the express prior written consent of Virtusa.

2. Services

2.1 Maintenance and Support. You may contact Virtusa to inquire as to the availability of maintenance and support services for the Licensed Program. No maintenance and support services are provided to you under this Agreement.

3. Payment of Fees and Expenses; Taxes and Audit

3.1 Fees and Expenses. You will be required to pay fees to Virtusa to purchase a Licensee Key which will enable you to use the Licensed Program as described in this Agreement.

3.2 Taxes. Licensee is responsible for the payment of all taxes (except for taxes based on Virtusa's net income) which may be levied or assessed in connection with this Agreement.

3.3 Audit. To confirm Licensee's compliance with the terms of this Agreement, Virtusa shall have the right, at its expense, upon reasonable notice and during normal business hours to conduct audits of Licensee's use and deployment of the Licensed Program.

4. Termination

4.1 Term. This Agreement will automatically terminate upon the expiration of your purchased Licensee Key ("Term").

4.2 Termination for Breach. Either party shall have the right to terminate this Agreement if the other party should materially breach any of the provisions of this Agreement and fail to cure such breach within ten (10) days of written notice to the breaching party.

4.3 Consequences of Termination/Expiration. On any termination or expiration of this Agreement for Licensee's breach, Licensee shall promptly:

- i. discontinue all use of the Licensed Program;
- ii. return or destroy any Licensed Program; and
- iii. return to Virtusa any Confidential Information.

4.4 Survival. Sections 1.2 (Ownership), 1.3 (Restrictions), 1.4 (Proprietary Markings), 3 (Payment of Fees and Expenses; Taxes and Audit); 4.3 (Consequences), 4.4 (Survival), 5 (Warranty Disclaimer); 7 (Confidentiality), 8 (Limitation of Liability), and 9 (General), hereof shall survive any termination of this Agreement.

5. **Warranty Disclaimer** Virtusa does not warrant that the Licensed Program will meet Licensee's requirements or that its use will be uninterrupted or error free. THE LICENSED PROGRAM IS PROVIDED "AS IS" AND VIRTUSA MAKES NO WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Feedback

6.1 Feedback. To the extent Licensee or your End Users provide Virtusa with any suggestions, enhancement requests, recommendations or other feedback relating to the Licensed Program (collectively, "Feedback"), you hereby grant to Virtusa a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate the Feedback into the Licensed Program and any other products or services of Virtusa.

7. Confidentiality

7.1 General. Each party acknowledges that in the course of this Agreement it has been and shall be entrusted with certain Confidential Information of the other and agrees that it shall use reasonable care to protect the confidentiality thereof, using at least the same measures it would use to protect its own similar, highly confidential information and shall not (a) use such Confidential Information for any purpose except the performance of this Agreement, or (b) disclose any such Confidential Information to any person (except employees or agents on a need-to-know basis where such persons have agreed

to be bound in writing to obligations of confidentiality at least as protective as the terms of this Section 8), unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first informing the other party and cooperating with such other party if such other party shall contest such disclosure or seek a protective order. The obligations of each party under this Section 8 shall not apply to information which (i) was generally known in the trade or business in which it is practiced by the receiving party at the time of disclosure, or becomes so generally known after such disclosure, through no act of the receiving party and otherwise than as a result of a breach of this Section; (ii) has come into the possession of the receiving party rightfully from a third party without obligation of confidentiality; (iii) was developed by the receiving party independently of and without reference to Confidential Information; or (iv) is disclosed pursuant to any legal, judicial or arbitration or similar legal proceeding or as required by law; provided that the receiving party disclosing such information uses all reasonable efforts to protect the information as being confidential.

- 7.2 Notification. Each party to this Agreement agrees to notify the other promptly and in writing of the existence of any circumstances surrounding unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction or use of Confidential Information, and in the case of Licensee, the Licensed Program, or any portions thereof.

8. Limitation of Liability

- 8.1 No Consequential Damages. IN NO EVENT SHALL VIRTUSA BE LIABLE HEREUNDER FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF OR, IF REASONABLY FORESEEABLE, INCURRED BY LICENSEE OR END USERS, OR CLAIMED AGAINST LICENSEE BY ANY OTHER PARTY, INCLUDING END USERS (WHETHER ANY SUCH CLAIMS ARISE UNDER THEORY OF CONTRACT, TORT OR OTHERWISE).

- 8.2 Limitation of Liability. To the extent permitted by applicable law, the liability of Virtusa arising out of, in connection with, or resulting from this Agreement and, without limitation, for any and all causes with respect to the Licensed Program, breach of contract, tort, warranty or otherwise, shall in the aggregate not exceed the license fees paid by Licensee hereunder.

9. General

- 9.1 Waiver. The failure of either party hereto to insist upon the strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that party of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time. All waivers must be in writing and signed by the party waiving its rights.

- 9.2 Agreement. This Agreement constitutes the sole and complete understanding between the parties hereto and supersedes any and all other prior or contemporaneous agreements, statements and documents, whether oral or written, between the parties with respect to the subject matter of this Agreement, including any and all representations or other statements made to other party except if stated herein, and including any previously executed confidentiality or non-disclosure agreement, except as to any surviving provisions thereof.

- 9.3 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement (except for payment of money) if such

delay or failure arises from any cause or causes beyond the reasonable control of such party, including acts of God, war, terrorism, flood or fire; provided that the party so affected shall use reasonable and diligent efforts to remove such causes of non-performance.

9.4 Assignment. Licensee shall not directly or indirectly sell, transfer, assign or delegate this Agreement, or any rights or obligations hereunder, except that this Agreement may be assigned by Licensee to a third party upon the sale or transfer of substantially all of Licensee's stock or assets, whether by acquisition, merger or operation of law or otherwise; provided that, in each case, Licensee provides reasonable advance written notice to Virtusa. This Agreement shall be binding on either party's successors and assigns.

9.5 Relationship of the Parties. The Licensee and Virtusa are acting hereunder as independent contractors; under no circumstances shall the employees of one party be deemed to be the employees or agents of the other.

9.6 Amendments. No amendments, changes or revisions of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by the parties hereto.

9.7 Governing Law. Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) shall be governed by the laws of the Commonwealth of Massachusetts and shall be commenced and maintained only in a state or federal court located in such state, and each party hereto hereby consents and submits to the jurisdiction and venue of any such court.

9.8 Severability. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be reformed, construed and enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

9.9 Export Control. Licensee acknowledges that it is subject to United States laws and regulations controlling the export of technical data, computer software and other commodities and agrees not to export or allow the export or re-export of such data, software or other commodities in violation of such laws and regulations.

9.10 Notice. All notices that Virtusa or Licensee may give to the other pursuant to this Agreement shall be in writing and sent by registered or certified mail or overnight courier service, postage prepaid, return receipt requested, or by facsimile (with receipt of transmission). Such notices shall be effective as follows: (i) on the date of personal delivery; (ii) the earlier of the fifth business day or actual receipt after mailing; (iii) the next business day after delivery to an overnight courier (unless the return receipt or the courier's records evidence a later delivery); or (iv) the date of transmission, if by facsimile or e-mail with confirmed receipt.

9.11 Definitions. The following terms and expressions shall have the following meaning:

9.11.1 "Confidential Information" shall mean all information designated or identified in writing as confidential or proprietary by the disclosing party within 15 days of its disclosure to the receiving party (provided that information which is orally or visually disclosed to the receiving party by the disclosing party without being designated as such in writing shall constitute Confidential Information if it would be apparent to a reasonable person that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party). Confidential Information shall include without limitation each party's data, designs,

drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research and development activities. Confidential Information shall also include without limitation all of Virtusa's information contained or embodied in the Licensed Program and all confidential information conveyed to the Licensee in the course of its performance of this Agreement.

9.11.2 "Documentation" shall mean the user instructions, technical literature, user guide, installation guide, release notes, on-line help and all other related materials of Virtusa for the use and operation of the Licensed Software.

9.11.3 "Intellectual Property Rights" shall mean the worldwide intangible legal rights or interests evidenced by or embodied in (i) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, patent applications, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, industrial designs, registration or moral rights recognized by law, (iii) any trademarks, trade names, trade dress and associated goodwill, and (iv) any other proprietary technology or material in which similar rights exist.

9.11.4 "End Users" shall mean those employee or subcontractor individuals authorized by Licensee to have access to the Licensed Program for the internal business purposes of Licensee.

9.11.5 "Licensed Program" shall mean the Licensed Software and the Documentation.

9.11.6 "Licensed Software" shall mean the computer programs of Virtusa, in machine-readable object code form only, licensed to Licensee. Licensed Software includes all Third Party Software embedded in, bundled with or otherwise provided to the End User as part of the Licensed Software of Virtusa licensed under this Agreement.

9.11.7 "Licensee" refers to an individual person or to a single legal entity who has accepted the terms of this Agreement.