

SAAS SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement ("Agreement") is entered into and effective as of _____, 20__ ("Effective Date") by and between Genpact (UK) Limited, a private limited company having a registered address of 6 Lloyds Avenue, Suite 4CL, London, EC3N 3AX, England ("Genpact") and _____, a _____ corporation having its principal place of business at _____ ("Client"), each a "Party" and collectively, the "Parties".

1. SERVICES

1.1 "Services" mean the services identified to be performed by Genpact in accordance with an SOW in the format attached as Exhibit A hereto. Each such SOW shall incorporate, and be subject to, the terms and conditions of this Agreement. Genpact will not be obligated to perform any Services that are not set forth in an SOW executed by authorized representatives of both Parties.

1.2 Service. Subject to the terms and conditions of this Agreement and Client's ongoing compliance therewith (including timely payment of all Fees), Genpact grants Client a non-exclusive, non-transferable, non-sublicensable right, during the Subscription Term (as defined below), to Use (as defined below) the SaaS cloud-based service offered by Genpact ("Digital Product") as further described on each mutually accepted order form (each, an "Order") based on the form set forth in Exhibit A ("Genpact Digital Product Order Form" or "Order Form") or professional services SOW (as defined in Section 1.3 below). "Use" means that Client may access by up to the number of its employees indicated on the applicable Order ("Authorized Users") solely for its internal business purpose and in compliance with the terms of this Agreement.

1.3 Implementation. Implementation of the Digital Products will be performed in accordance with the Genpact Digital Products Implementation Statement of Work, substantially in the form of Exhibit B attached hereto, and provided that Client performs its responsibilities (the "Client Responsibilities"), as set forth herein. As part of the Client Responsibilities: (i) Client will timely and fully make available systems and connectivity, data, information, Client subject matter experts and other personnel, and relevant standard operating procedures as required for Genpact to implement and make available the Digital Products; and (ii) Client will ensure that it has all necessary rights and consents to disclose data to and allow processing and use of data by Genpact Personnel, and will ensure that it has all necessary license rights to permit Genpact Personnel to use third party software, data and other materials. Any delays by Client may impact the timing, scope, and pricing of Genpact's performance under this Agreement.

1.4 Digital Product Hosting Services. During the term of the license in the applicable license for the Digital Product, Client may request Genpact to provide Hosting Services in accordance with the applicable Genpact Digital Product Hosting Services Order Form attached hereto as Exhibit C. Genpact's provision of Hosting Services is dependent on Client's satisfaction of its obligations under this Agreement and the applicable SOW.

1.5 Cooperation. Client and Genpact each acknowledge and agree that successful performance of the Services and/or any delivery of Digital Products will require mutual good faith cooperation. Client agrees to provide such data, services, equipment, software, and support as required in the applicable Statement of Work or Order or as are reasonably necessary to permit Genpact to perform the Services. Client further covenants that all information provided to Genpact is complete, accurate and prompt. Client and Genpact may from time to time conduct a formal kick-off meeting regarding the launch of a new Digital Product. The Parties will work together to reach a consensus on the project operating parameters, including, project management, scheduling and sequencing activities, provided that such consensus will not be binding until incorporated into an executed Order and/or Statement of Work in accordance with the terms of the Agreement.

1.6 Project Managers. Each Party shall, throughout the Term, maintain within its organization a project manager to serve as such Party's primary point of contact for day-to-day communications, consultation, and decision-making. Each project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such Party under this Agreement. Each Party shall require its project manager to have the requisite

organizational authority, skill, experience, and other qualifications to perform in such capacity. The parties' initial project managers will be set forth in the applicable Order or Statement of Work and each Party will use commercially reasonable efforts to have the same project manager in place throughout the Term of the applicable Order or Statement of Work. If either Party's project manager ceases to be employed by such Party or such Party otherwise wishes to replace its project manager, such Party shall promptly name a new project manager by written notice to the other Party.

1.7 Restrictions. To the maximum extent permitted by applicable law, Client shall not (directly or indirectly), and shall not authorize, instruct, facilitate, or instruct any person (including Authorized Users) to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any elements of; (ii) copy, reproduce, translate, adapt, or modify; (iii) write or develop any program based upon; (iv) sell, sublicense, transfer any rights in, use for the benefit of, or allow access to unauthorized persons to (other than to comply or as required by law, regulation or judicial or legal process); (v) transmit, store, display, distribute, or otherwise make available unlawful, infringing, harmful, or offensive (including defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable) content, data, or code to or from; (vi) use for any illegal, harmful, fraudulent, infringing or offensive purpose; or (vii) otherwise use except as expressly permitted hereunder, in each case of (i) – (vi), any Digital Product or Pre-Existing Materials or Genpact's data, as applicable.

Client further agrees that it shall not (directly or indirectly), and shall not authorize, instruct, facilitate, or instruct any person to:

- (i) use any Digital Product in connection with any activity that is illegal, that violates the rights of others, or that may be harmful to others, Genpact's or its service providers 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 pharming);
- (ii) transmit, store, display, distribute, or otherwise make available content or other technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data (including viruses, Trojan horses, worms, time bombs, or cancelbots);
- (iii) use any Digital Product to violate the security or integrity of any network, computer, or communications system, software application, or network or computing device (each, a "**System**") (including to access or use any System without permission, to monitor data or traffic on a System without permission, or to forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route);
- (iv) make network connections to any users, hosts, or networks without permission to communicate with them (including by monitoring or crawling a System that impairs or disrupts such System; inundating a target with communications requests so the target either cannot respond to legitimate traffic or responses so slowly that it becomes ineffective; interfering with the proper functioning of any System; operating network services like open proxies, open mail relays, or open recursive domain name servers; or using manual or electronic means to avoid any use limitations placed on a System such as access and storage restrictions); or
- (v) use any Digital Product to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (including commercial advertising and information announcements).

1.7 Suspension. Genpact and/or its hosting or similar service providers may, but have no obligation, to investigate any violation of this Agreement or any Order hereunder. In the event of any known or suspected violation, Genpact and its service providers may (i) remove, disable access to, or modify any content or resource that violates this Agreement or the Order; (ii) report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators or other appropriate third parties (including by disclosing appropriate Client information); and (iii) 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. If Client becomes aware of any violation of this Agreement or the Order, including Use of the Digital Products, it will immediately notify Genpact and provide assistance, as requested, to stop or remedy the violation.

1.8 Professional Services. Subject to Client's timely payment of applicable Professional Service Fees, Genpact will use commercially reasonable efforts to provide to Client the professional services if any identified on a mutually executed statement of work ("SOW") based on the form set forth in Exhibit D ("Professional Services").

2. FEES; PAYMENT

2.1 Fees. Client will pay Genpact the non-refundable and non-recoupable fees ("Fees") of the type, amount and payment schedule set forth in each Order and/or SOW, as applicable, which may include subscription and other fees for the Service ("Subscription Fee") and fees for Professional Services ("Professional Service Fee"). Genpact may increase the Fees for any Renewal Term (as defined in Section 3.1) upon 30 days' written notice to Client.

2.2 Payment Terms. Unless otherwise set forth on an Order, initial Subscription Fees are due and payable in United States dollars within 30 days after each Order Effective Date and subsequent Subscription Fees and other Fees on such dates thereafter as set forth in such Order, without deduction or setoff. Professional Service Fees are payable pursuant to the applicable SOW. Interest accrues late payments from the due date at the lesser rate of 1.5% per month or the highest rate allowed by law. In the event Client disputes all or any portion of an invoice, Client shall promptly pay any undisputed portions of any invoices and notify Genpact in writing of the portion of the invoice Client is disputing including providing supporting information on the dispute. The Parties shall work in good faith to promptly resolve the dispute, but in no event shall the dispute continue for longer than thirty (30) ("Dispute Resolution Time") following Client's initial notice to Genpact. Client's failure to pay, including failure to pay following the Dispute Resolution Time shall be a material default.

2.3 Taxes. All the invoices issued by Genpact are exclusive of all sales, use, excise, goods or services, value-added taxes, levies, duties, assessments and deductions of any nature required by law in connection with the provision or use of the Services or Genpact Digital Product (the "Transaction Taxes"). If and only in the case the Genpact is required by law to apply Transaction Taxes to the Services provided to Client, such Transaction Taxes shall be collected from the Client, then the Genpact will be responsible for the remittance to the appropriate governmental authority of Transaction Taxes. Genpact will include and itemize all Transaction Taxes in any applicable invoice for the Services to which the Transaction Taxes pertain. Transaction Taxes may only be charged to Client on production of a valid invoice issued by the Genpact. Upon Client's reasonable request, Genpact agrees to provide adequate documentation to support any Transaction Tax charges. For the avoidance of doubt, Genpact shall be responsible for all Transaction Taxes imposed on Genpact in respect of goods or services used or consumed by Genpact in the course of providing the Services. The payment of any amount specified in this Agreement shall be paid free and clear of, and without any deduction or withholding on account of, any tax (excluding any deduction or withholding required by law). If an amount specified in this Agreement to be paid by a party is required by law to be deducted or withheld on account of any tax, such amount shall be increased to the extent necessary to pay (after withholding of all taxes, including on such increased amount) the other Party the amount specified in this Agreement.

3 TERM AND TERMINATION

3.1 Term. This Agreement will start on the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue until the last to expire or terminate Order or SOW hereunder. Each Order will start on the effective date thereof (“Order Effective Date”) and, unless terminated earlier in accordance with the terms hereof, will continue until the expiration of the initial term specified in such Order (“Initial Term”). Thereafter, each such Order will automatically renew for one year renewal term(s) (each, a “Renewal Term,” and together with the Initial Term, collectively, the “Subscription Term”), unless either Party provides written notice of non-renewal at least 30 days before the expiration of the then applicable term. Any Renewal Term shall be subject an annual increase of 3% over the Subscription Fees in place the immediately preceding year.

3.2 Termination. Each Party may terminate this Agreement by written notice if the other Party (i) is in material breach of this Agreement, which is not cured within 30 days (10 days if breach is nonpayment of amounts owed by Client that are not being disputed or following the Dispute Resolution Time) after written notice of such breach; (ii) files for bankruptcy that is not dismissed within 90 days, is adjudicated bankrupt, or suffers any other analogous event; (iii) or by Genpact by providing 30 days advance written notice of termination, in whole in in part, including terminating certain Services under an applicable SOW or Order or in an applicable geographic area if Genpact reasonably determines there is a change in applicable law or regulation that impacts Genpact’s ability to provide the Services or impacts the Genpact Technology. The Parties may terminate any SOW at any time for convenience, subject to any agreed termination fees, if applicable, by providing no less than 60 days’ notice to the non-terminating Party.

3.3 Effect of Termination. Upon the effective date of expiration or termination of this Agreement for any reason: (i) all outstanding Orders, SOWs, and access to Genpact Technology under this Agreement will automatically terminate; (ii) all outstanding payment obligations of Client under this Agreement become due and payable immediately; and (iii) Genpact shall return any Client Data in Genpact’s possession upon Client request but no later than 30 days following the effective date of termination (after which time, Genpact has no further obligation under this Agreement to store or permit retrieval of such data). The following provisions will survive the expiration or termination of this Agreement for any reason: Sections 1.2 (Restrictions), 3.3 (Effect of Termination), 4 (Confidentiality; Ownership; Data), 5 (Indemnification), 6 (Limitation of Liability), and 7 (General), and Exhibits C.

4. CONFIDENTIALITY; OWNERSHIP; DATA

4.1 Definition. “Confidential Information” means any confidential and non-public information disclosed directly or indirectly by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) pursuant to this Agreement that is either designated as “confidential” or under the circumstances of disclosure or by the nature of the information itself is reasonably understood by the Receiving Party to be the confidential information of the Disclosing Party. Confidential Information does not include any information which (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party or its Representatives (as defined below) ; (b) was already in the Receiving Party’s or any of its Representatives’ possession at the time of disclosure by the Disclosing Party without an obligation (direct or indirect) to the Disclosing Party regarding such information ; (c) is lawfully obtained by the Receiving Party or any of its Representatives from a third party who was not known by Receiving Party to owe the Disclosing Party (directly or indirectly) a duty of confidentiality regarding such information; or (d) is independently developed by or for the Receiving Party or any of its Representatives without use of the Disclosing Party’s Confidential Information. As between Genpact and Client, the Genpact Technology is the Confidential Information of Genpact, and the Client Data is the Confidential Information of Client. The terms (but not the existence) of this Agreement are each Party’s Confidential Information.

4.2 Use; Maintenance. Neither Party shall use the Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither Party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other Party, except to its affiliates and its and its affiliates' employees, officers, directors, controlling persons, agents (including attorneys and professional advisors), service providers, of the Receiving Party with a need to know for the purpose of performing its obligations or exercising its rights hereunder, to its advisors, or to its prospective investors or purchasers solely for due diligence purposes, each subject to a written obligation of confidentiality (those who receive such information, collectively, "Representatives"). Each Party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other Party, and will take at least those measures that it takes to protect its own confidential information of a similar nature. The Receiving Party may make any discloser compelled or required by law, regulation or judicial or legal process, provided that it will use reasonable efforts to provide timely notice to Disclosing Party of such compelled disclosure (to the extent legally permitted) to facilitate confidential treatment of the Disclosing Party's Confidential Information, and will furnish only that portion of Confidential Information that it is legally required to disclose, after exercising reasonable efforts to obtain assurance that such information will receive confidential treatment. Genpact may list Client as a Client in its promotional and marketing materials, including its website.

4.3 Ownership; Data. Except for the limited rights granted in this Agreement, as between Genpact and Client: (i) Genpact hereby retains all rights, title and interest, including all intellectual property rights, in and to the Genpact Technology, including all modifications and improvements thereto, and (ii) Client hereby retains all rights, title and interest in and to Client Data (as defined below). Notwithstanding anything to the contrary, Client hereby grants to Genpact and its affiliates a worldwide, irrevocable, perpetual, royalty-free license to Client provided information: (i) to use and exploit all feedback regarding Genpact Technology; (ii) to use log and other information related to Client's use of the Service ("Usage Data") to improve Genpact's products and services; (iii) to use all Client Data and all other data made available to Genpact (including through the Service) by or on behalf of Client to perform Genpact's obligations hereunder, and (iv) use and disclose such aggregated and de-identified information in Genpact's various analytics tools, for internal analysis, and to improve or modify its products, services, and other offerings. "Client Data" means the data transmitted to the Service, or otherwise made available to Genpact, by or on behalf of Client but not to the extent such information is (a) independently obtained by Genpact from the public domain or publicly available data, (b) data independently derived by Genpact without use of or reference to Client Data, or (c) data obtained by Genpact from a third party not reasonably known by Genpact to owe a duty of confidentiality to Client regarding such data. During the Subscription Term, Genpact will implement commercially reasonable security measures intended to protect Client Data against unauthorized use; provided that Client is solely responsible for maintaining its equipment, and the timely transmission of, and (at the time of provision of Client Data by Client) the accuracy, quality, integrity, and reliability of, Client Data. Genpact may remove or restrict access to Genpact's Technology if providing such Genpact Technology may violate applicable law, the source of such data becomes unavailable, or a third party brings or threatens legal action; if such removal or restriction materially diminishes the functionality to Client under this Agreement. With respect to any Client Data and Genpact data included in Genpact Technology, each relevant Party represents and warrants that it will obtain and maintain all permissions or approvals from each applicable data source as may be necessary or required (i) to provide such data under this Agreement, and (ii) for the other party to exercise its rights hereunder with respect to such data.

5. Client and Third-Party Systems

5.1 Access to Client Systems. Client acknowledges and agrees that Genpact's access to and use of any Client Systems as may be reasonably necessary for the purpose of Genpact's performance of the Services, including but not limited to tests, simulations or scans conducted by Genpact, could result in disruptions to, including the unavailability of such Client Systems. Client shall at all times during the performance of the Services maintain alternative communication systems and back up or archival versions of all current data and applications contained on its information systems, which systems may be tested or otherwise used by Genpact

and maintain and fully comply with prudent storage and backup processes and procedures for its systems, networks, data, and applications.

5.2 Third-Party Products and Services. Any acquisition by Client of third-party products or services, including but not limited to third-party applications and implementation, customization and other consulting services, and any exchange of data between Client and any third-party provider, is solely between Client and the applicable third-party provider (except to the extent any third party products or services are provided by Genpact as part of the Services). Genpact does not warrant or support third-party products or services, whether or not they are designated by Genpact as "certified" or otherwise, except as specified in an SOW, except to the extent any third party products or services are provided by Genpact as part of the Services. No purchase or acquisition by Client of third-party products or services is required to use the Services unless specifically identified in an applicable Order or SOW. Nothing contained within this section shall be deemed to extend the license granted to Client under this Section 1 of this Agreement to Client to any third parties.

5.3 Obligations Relating to Client Systems. Client represents and warrants that it has the full power and right and authority to permit Genpact to access and use the Client Systems necessary to perform the Services. Genpact shall not be responsible for any losses, claims, or liabilities, including but not limited to loss of data, resulting from its access to and use of such systems, networks, and applications in accordance with this Order or Client's failure to fully comply with any back up processes and procedures. Except to the extent an action is determined to have resulted from Genpact's gross negligence or intentional misconduct, Client shall indemnify, defend and hold harmless Genpact from and against any third party claim or action to the extent such claim or action arises from Client's business, the provision of Client network data or Client information to Genpact, or Client's use of Services or any Digital Products in a manner not anticipated by and/or inconsistent with the scope of the applicable Order; and Client shall be responsible for all resulting costs and damages.

6. INDEMNIFICATION

6.1 By Genpact. Genpact shall (i) defend, or at its option settle, any claim brought against Client by a third party to the extent it alleges that Client's use of the Service as authorized in this Agreement constitutes a direct infringement of U.S. copyright or trade secret of any third party, and (ii) pay, subject to the limitations set forth in Section ~~06~~, damages awarded in a final judgment, (or amounts agreed in a monetary settlement), in any such claim defended by Genpact; provided that Client provides Genpact (a) prompt written notice of; (b) sole control over the defense and settlement of; and (c) all information and assistance reasonably requested by Genpact in connection with the defense or settlement of, any such claim. If any such claim is brought or threatened, Genpact may, at its sole option and expense: (i) procure for Client the right to continue to use the applicable Service; (ii) modify the Service to make it non-infringing; (iii) replace the Service with non-infringing technology having substantially similar capabilities; or (iv) if none of the foregoing is commercially practicable, terminate the applicable Service or this Agreement. Notwithstanding the foregoing, Genpact will have no liability to Client for any claim arising out of or based upon the use of the Service in combination with software, products, data, or services not provided by Genpact; Client's failure to use the Service in accordance with this Agreement; any third-party software or technology; or any Client-Provided Data. ~~THIS SECTION 05.1 STATES THE ENTIRE LIABILITY OF GENPACT, AND THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY GENPACT, ANY SERVICE PROVIDED BY GENPACT, THE GENPACT TECHNOLOGY, OR ANY PART THEREOF.~~

6.2 By Client. Notwithstanding anything to the contrary in Section ~~05.1~~, Client shall indemnify, defend, and hold harmless Genpact and its affiliates, directors, officers, employees, agents, and service providers from and against any claim brought against Genpact (i) alleging that the use by or on behalf of Genpact in accordance with this Agreement of any of the Client-Provided Data or Genpact's data obtained pursuant to a request from Client infringes or misappropriates any third-party rights (including any intellectual property and privacy rights) or violates any applicable laws or (ii) arising from Client's use of the Genpact Technology (or any portion thereof) other than in accordance with this Agreement; provided that Genpact provides Client with (a) prompt written notice of; (b) sole control over the defense and settlement of; and (c) all information and

assistance reasonably requested by Client in connection with the defense or settlement of, any such claim. Genpact may appear, at its own expense, through counsel reasonably acceptable to Client.

7. DISCLAIMER; LIMITATION OF LIABILITY

7.1 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GENPACT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS OR REPORTS (INCLUDING WITH RESPECT TO ANY DATA EXTRACTION OR PROCESSING OR SUBMISSIONS OR NOTIFICATIONS), OR ARISING FROM THE COURSE OF DEALING OR RELIANCE. GENPACT DOES NOT WARRANT ANY THIRD PARTY WEBSITE CONTENT OR FUNCTIONALITY OR THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. Notwithstanding anything to the contrary herein, Genpact has no obligation hereunder to obtain, collect, store or use any data or information from any source.

7.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES, OR LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GENPACT'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. EXCEPT FOR ANY ACTION BY GENPACT FOR NON-PAYMENT, NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MORE THAN 12 MONTHS AFTER THE DATE THE CLAIM AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. 8. GENERAL PROVISIONS

8.1 Use of Output. Client acknowledges and agrees that the output from the Services and/or any Digital Product ("**Output**") are solely for Client's internal business purposes and use. Notwithstanding the foregoing, Client may incorporate into its own external reports or other disclosures certain summaries, calculations or tables based on Output, provided that the foregoing do not include any recommendations, conclusions or findings provided by Genpact and further provided that Client remains solely responsible and liable for the contents and use of such external reports and other disclosures. Client will not disclose the Output or make the Output available for review by any regulator, unless Client either: (i) removes any and all names and logos or other references and information that would identify Genpact (or its Affiliates) as the source of such Output; or (ii) clearly describes Genpact's role as a service provider following Client's instructions and discloses Genpact (or its Affiliates) by name solely if required by applicable law or regulation, provided that Client hereby agrees that Genpact is not be responsible or liable for any losses, damages, fines or penalties incurred by Client or any of its Affiliates or third parties as a result of or in connection with any such disclosure and further provided that Client will cooperate with Genpact in advance with respect to the statements in any regulatory submission, unless such advance notice and cooperation is prohibited by law. In no event will Genpact (or its Affiliates) names be disclosed or used with any end customers in any written or verbal communications or disclosed to any third parties in any manner that may create reliance on Genpact or its Affiliates) by any third party.

8.2 Acknowledgement. Client expressly acknowledges that the Services do not substitute for and shall not be deemed to constitute legal, compliance, regulatory, risk, tax, accounting, investment or similar advice. Genpact may, as part of performance of the Services and based on available data and information regarding Client's compliance and regulatory obligations made available by Client, provide suggestions and observations, and Client agrees that it shall remain solely responsible and liable for determining how and whether to use any such suggestions or observations. Client will, in all cases, provide management oversight and apply its

independent business judgment to evaluate and use the Services and Digital Products and to determine whether the Services and Digital Products are sufficient for its needs.

8.3 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, each Party shall have the right to assign this Agreement without such consent: (a) to any affiliated, subsidiary or parent entity, defined as any entity controlling, controlled or under common control with such Party as evidenced by ownership of greater than 50% of the equity of such entity; (b) in connection with the sale of all or substantially all of its stock or assets; and/or (c) to the surviving or resulting entity in any merger or consolidation. This Agreement shall be binding on the Parties and their respective successor and permitted assigns.

8.4 Subcontractors. Genpact may, in its discretion, delegate or subcontract performance of any portion of the Services to its affiliates and any third-party subcontractor. Genpact shall provide Client with any information reasonably requested by Client regarding any proposed third-party service provider. Genpact shall remain fully responsible and liable for the timely and proper performance of the Services hereunder even if such obligations are delegated to a third party, and for the compliance with this Agreement of any person or entity to which it delegates or subcontracts any such obligation.

8.5 Force Majeure. Except for the obligation to pay money, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet. The delayed Party shall give the other Party notice of such cause and shall use its reasonable commercial efforts to correct such failure or delay in performance.

8.6 Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in New York, New York, and the Parties hereby agree and consent to the exclusive jurisdiction and venue of these courts.

8.7 Miscellaneous. This Agreement (including the Exhibits), together with the Orders and SOWs, is the sole agreement of the Parties concerning the subject matter hereof, and it supersedes all prior agreements and understandings with respect to said subject matter. The following order of precedence shall apply: the main body of this Agreement, Exhibits, Order, SOW. No terms of any purchase order, acknowledgement or other form provided by Client will modify this Agreement, regardless of any failure of Genpact to object to such terms. Any ambiguity in this Agreement shall be interpreted equitably without regard to which Party drafted hereof. This Agreement may only be amended by a writing signed by both Parties. This Agreement may be executed in counterparts. The headings in this Agreement are inserted for convenience and are not intended to affect the interpretation of this Agreement. Any required notice shall be given in writing by customary means with receipt confirmed at the address of each Party set forth above, however, for notices to Genpact, notices to 5th floor, 5 Merchant Square, London, W2 1AY, England, Attn: Associate General Counsel, or to such other address as either Party may substitute by written notice to the other and with regards to Client. Notices will be deemed to have been given at the time of actual delivery in person, 1 day after delivery to an overnight courier service, or 3 days after deposit in the mail. The relationship between the Parties shall be that of independent contractors. Client's affiliates may enter into separate Orders under this Agreement; provided that Client remains primarily liable under this Agreement. An "affiliate" as used in the foregoing sentence is an entity that is controlled by another entity where control means ownership of more than 50% of voting securities entitled to elect managing authority. Waiver of any term of this Agreement or forbearance to enforce any term by either Party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. Any provision found to be unlawful, unenforceable or void shall be severed from the remainder of this Agreement, and the Agreement will continue in full force and effect without said provision. Client will comply with all applicable laws and regulations in its performance under this Agreement, including all applicable privacy and data laws and regulations and applicable export control laws and regulations related to its use of Genpact Technology.

AGREED:

[Client]

By: _____

Name: _____

Title: _____

Date: _____

Genpact (UK) Limited

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Genpact Digital Product Order Form

Date: [Enter date of Order] Order #: [Enter Order number]

This Order Form and Terms of Service (“Order”) forms part of, and is subject to, the terms and conditions of, that certain Master Services Agreement by and between Genpact (UK) Limited (“Genpact”) and [Client] (“Client”) dated [Enter date of Agreement] (“Agreement”). All capitalized terms used, but not defined, in this Order will have the meanings ascribed to them in the Agreement. General terms of use are set forth in the Addendum.

1. Term

This Order commences on _____ (the “Effective Date”) and will automatically renew on the annual anniversary of the Effective Date unless either Party provides the other Party with written notice of non-renewal at least sixty (60) days prior to the commencement of such Renewal Term. The pricing set forth below is effective until the fifth anniversary of the Effective Date (the “Initial Term”).

2. Licensed Digital Products

Digital Product Name	Description	Number of Authorized Users+	Term in Months	Fee Type	Estimated Total Per Year (USD)	Estimated 36-Month Total (USD)
riskCanvas™	riskCanvas is a suite of modules designed to support AML compliance. List of modules available upon request.	TBD	TBD	Annual	\$X	\$X
riskCanvas™ Standard Technical Support	Standard Technical Support is included on a complimentary basis	See above	See above	Annual	\$0	\$0
				Estimated Subtotal:	\$X	\$X
				Estimated Total:	\$X	\$X

TABLE 1:
[Modules to be added as appropriate]

Number of Users	Standard Price Per User*
51-250	[]

250+

[]

* Number of Authorized Users is only applicable to the module above. Client may purchase access on a per user beyond the initial 50 Authorized Users in accordance with any volume discounts mutually agreed in writing.

[The Digital Products will be hosted on the third-party platform and subject to the terms of use applicable to such third-party platform as set forth on Attachment 1 hereto.]

3. Digital Product Standard Technical Support

During the Term of this Order, Client shall be entitled to receive Standard Technical Support when generally provided by Genpact to its other clients of the applicable Digital Product. The Standard Technical Support will be charged at the fees set forth above.

Genpact also will make available to Client any generally available documentation regarding use of the Digital Product.

4. Implementation and Acceptance

The licenses granted to Digital Products in this Order and the Agreement and all related legal terms are effective as of the date Genpact provides notice to Client in the form of Exhibit B-1, unless Client provides Genpact with notice of rejection of the Digital Product in the form of Exhibit B-2, which is received by Genpact in writing within five (5) business days after the date of Genpact's notice to Client.

5. Invoicing

Genpact will invoice Client upon execution of this Order for each applicable module in the amount set forth above on an annual basis and such license fees will be payable within thirty (30) days of receipt of invoice. Annual license fees are non-refundable.

6. Updates

After the Initial Term, Genpact may update the pricing and fees listed in this Order in its sole discretion from time to time, upon thirty (30) days prior written notice, at any time. Price changes shall not apply to any licenses in effect prior to the effectiveness of such price change.

7. Audit

On an annual basis, Client shall provide a list of users who accessed Digital Products beyond the contracted Authorized Users and pay Genpact for any additional users in accordance with the terms of this Order and the Agreement. In order to verify the accuracy and completeness of this list Genpact may review and audit Client's compliance with this Order and the Agreement, subject to Genpact's compliance with Client's reasonable security, privacy and confidentiality policies. If any such audit finds that Client has underpaid any amounts to Genpact, then upon receiving notice of such audit findings, Genpact shall invoice Client for the difference, and Client shall pay any such invoice immediately upon receipt of the invoice. If such audit findings show that Client underpaid by ten percent (10%) or more of the fees due during the period that was audited by Genpact, Genpact shall at its options have the right to charge Client for the reasonable third party costs associated with such audit. In connection with any audit, Client agrees to reasonably cooperate with Genpact and provide Genpact with all documents, evidence and information reasonably requested by Genpact or its third party auditors.

The terms and conditions of this Order are agreed to by:

Genpact (UK) Limited	[CLIENT]
Signature	Signature
Name	Name
Title	Title

Exhibit B
Genpact Digital Product
Implementation Statement of Work

Statement of Work No. X

Date: [Enter date of SOW] SOW #: [Enter SOW number]

This Statement of Work (“SOW”) forms part of, and is subject to, the terms and conditions of, that certain Master Services Agreement by and between Genpact (UK) Limited (“Genpact”) and [Client] (“Client”) dated [Enter date of Agreement] (“Agreement”). All capitalized terms used, but not defined, in this Order will have the meanings ascribed to them in the Agreement or Addendum.

1. Description of Implementation Services, Fees and Invoices

Description of the Implementation Services	Implementation Services Fees
[Describe the implementation, configuration, or related services to be performed by Genpact]	\$[Enter Fees]

[Enter payment schedule and payment terms]

[Each invoice will be due within 30 days of the invoice date.]

2. Project Managers

The following project managers will be responsible for all communication and management under this SOW.

Genpact

Name:

Contact/Title:

Client

Name:

Contact/Title:

3. Specifications

[Enter detailed project specifications, if applicable]

4. Location and Equipment

Genpact will perform the Implementation Services from the following delivery locations:

[]

Alternatively, the Implementation Services may be provided by Genpact Personnel from remote locations (“Remote Work Locations”). Implementation Services provided from Remote Working Locations shall be delivered through a mutually agreed virtualized environment such as Citrix or VDI (virtual desktop

infrastructure) (“**Virtual Environment**”). Client shall be fully responsible for implementing, maintaining and paying for appropriate security controls in the Virtual Environment.

The following equipment will be made available to Genpact Personnel to perform the Services:

[REDACTED]

5. Delivery Schedule

[Enter delivery schedule, if applicable]

6. Client Responsibilities

Below are responsibilities of the Client that are dependencies for Genpact to deliver and implement the Digital Solution. In general, Client is responsible for providing reasonable access to appropriate Client personnel and to Client documentation (i.e. Procedures Manual), Client Systems, as well as access to design workshops and timely approvals, acceptances and completion of UAT, where applicable.

Client Documentation and Information

- Client will provide all the specifications and requirements for the Client Systems necessary to provide Services by Genpact, as set forth in the Procedures Manual. This includes L4/5 process maps as currently available.
- Client provided documentation as currently available for interfacing to Client Systems, including application programming interfaces (“APIs”), web services, and specification documentation.
- Interface formats as currently available supporting integration with Client’s Systems of record.

SMEs and Decisionmakers

- Client will nominate key process owners of the Digital Solutions who will cooperate with Genpact’s key process owners and technical and business requirements, and to perform, monitor, and resolve day-to-day issues to enable effective delivery of Services.
- Client will make timely decisions with respect to implementation of the Digital Solutions and notify Genpact of planned PTO of key resources and/or approvers with reasonable advanced notice. In any event, Genpact will make every effort to avoid, mitigated and/or utilize Genpact resources for other activities to continue providing Services without interruption. Any changes in scope or costs shall be governed upon via Governance and Change Control.

Systems Access

- Where Client is required to provide infrastructure, Client will provision a development, test, and production environments, unless otherwise mutually agreed.
- Client will provide Genpact access to all Client Systems set forth in Schedule 5 (Technical Solution). The same remote access environment (eg. VDI, CITRIX, etc) will be used to enable access to Genpact Digital Products.
- Client to facilitate all internal IT Requirements, including any required updated to Client Systems firewall configurations and IP whitelisting.
- Client shall inform Genpact as soon as possible of all planned system downtime and/or of any other development that may substantially impact the delivery of Services by Genpact. Material changes to

Client Systems that have financial impact on the Services shall be governed through Governance and Change Control.

Location

- All Genpact work will be done from Genpact Service Delivery Locations or Remote Locations unless otherwise specified in the applicable SOWs.
- If required for testing or implementation, with prior notice to Client, Client will allow designated Genpact personnel to access Client facilities, Internet, shared drive and/or workstations in Client locations as applicable.

Data

- Client shall provide access to data as reasonably requested by Genpact necessary to provide Services under the Agreement and related SOWs.
- All in scope data interfaces to conform to agreed standards and to represent final deterministic view of the “objects” with no additional computing logic needed by Genpact to convert the data.
- Unless otherwise expressly agreed in writing, no migration of historical data is in scope.
- Client may decide to utilize Genpact’s additional computing logic/data transformation services. Additional services will be provided through a separate SOW and added via the Governance and Change Control Procedures.

7. Acceptance Process

After installation of the applicable Digital Product, Genpact shall deliver to Client a notice of completion in the form attached hereto as Exhibit B-1 (“**Genpact Notice of Implementation**”). Client will have five (5) business days to examine and test such Digital Product to determine whether its installation conforms to the applicable Documentation. Client will notify Genpact in writing in the form attached hereto as Exhibit B-2 (“**Client Notice of Acceptance/Rejection**”), indicating Client’s acceptance or rejection of such Product implementation and, in the case of any rejection, will provide Genpact with a reasonably detailed list of deficiencies in such Product implementation. If a notice of Acceptance/Rejection is not received within five (5) business days after the date of the Genpact Notice of Implementation, the applicable Digital Product shall be deemed accepted by Client. In the case of an express written rejection, Genpact will use diligent efforts to correct the material deficiencies in the applicable Digital Product, within ten (10) business days of Client’s rejection. This procedure will iterate until Client either accepts the Digital Product installation or this Work Order is terminated. Genpact shall not be responsible for any delays in the estimated delivery schedule that are caused by Client or Client’s rejection of any Digital Product or related services are not in accordance with this section.

AGREED:

[Full Name of Client]	Genpact (UK) Limited
Name:	Name:
Title:	Title:
Signature:	Signature:

EXHIBIT B-1

Genpact Notice of Implementation of Genpact Digital Product

THIS NOTICE OF IMPLEMENTATION is to notify xxxx ("**Client**") that Genpact (UK) Limited ("**Genpact**") has installed [] ("**Digital Product**") on Client's systems, on the date of signature by a Genpact representative below ("**Completion Date**"), in accordance with the Order executed by the parties as of xxxx.

Sincerely,

Name

Title

Completion Date

EXHIBIT B-2

Client Notice of Acceptance / Rejection of Genpact Digital Product

THIS NOTICE OF ACCEPTANCE/REJECTION is to notify Genpact that Client has examined and tested the Digital Product installation performed by Genpact to determine whether it conforms to the applicable Order executed by the parties as of [____]. The determination is as follows:

ACCEPTED: The Digital Product installation is complete and accepted pursuant to the Order, as of the date of signature by an authorized Client representative below ("**Acceptance/Rejection Date**"). Please provide Client with an appropriate invoice dated as of the Acceptance/Rejection Date.

REJECTED: The Digital Product installation failed to satisfy the Order, as more particularly described below. Please correct the deficiencies and reinstall the Digital Product, as corrected, within five (5) business days of the Acceptance/Rejection Date.

Sincerely,

Name

Title

Acceptance/Rejection Date

EXHIBIT C
Genpact Digital Product Hosting Services
Order Form

Date: [Enter date of Order]

Order #: [Enter Order number]

This Order Form (“**Order**”) forms part of, and is subject to, the terms and conditions of, that certain Master Services Agreement by and between Genpact (UK) Limited (“**Genpact**”) and [Client] (“**Client**”) dated [Enter date of Agreement] (“**Agreement**”), including the Addendum thereunder. All capitalized terms used, but not defined, in this Order will have the meanings ascribed to them in the Agreement or Addendum.

1. Term

This Order commences on _____ (the “**Effective Date**”) and will terminate on the effective date of termination for the license to the Digital Products.

2. Hosting Services Fees

Digital Product Name	Description	Number of Authorized Users+	Term in Months	Fee Type	Estimated Total Per Year (USD)	Estimated 36-Month Total (USD)
riskCanvas™ Hosting Services		TBD	Annual	Annual	\$X	\$X
				Estimated Subtotal:	\$X	\$X
				Estimated Total:	\$X	\$X

TABLE 1:

[Modules to be added as appropriate]

The fees set forth above are subject to adjustments from time to time as reasonably required based on inflation, changes in third party hosting fees or other factors.

3. Hosting Services and Support Levels

Client is entitled to add-on support services for workflow configuration support (Configuration Support) of up to 40 hours monthly for workflow configurations that are currently supported within riskCanvas. The following conditions shall apply:

- All Configuration Support requests shall be initiated via a support ticket through Jira.
- Configuration Support hours will be tracked via Jira.
- Unused hours will not roll over month-to-month.

- Client may request additional Configuration Support beyond 40 hours monthly, but not to exceed 100 total monthly hours, which will be invoiced monthly at \$350.00 USD per service hour.

The hosting services and applicable service levels are set forth on Attachment 1 hereto.

4. Hosting Services Terms of Use

In addition to the terms and conditions set forth in the Agreement and this Addendum, Client will comply with the terms of use set forth at: [AWS Site Terms \(amazon.com\)](https://aws.amazon.com/terms)

5. Invoicing

Genpact will invoice Client upon execution of this Order for the hosting services fees in the amount set forth above on a monthly basis and fees will be payable within thirty (30) days of receipt of invoice. Monthly hosting services fees are not refundable.

AGREED:

[Full Name of Client]		Genpact (UK) Limited	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	

ATTACHMENT 1

RISKCANVAS HOSTING SERVICES SUPPORT POLICY AND SERVICE LEVELS

Introduction

The following technical support services ("**Technical Support**") shall be provided by Genpact (UK) LLC (collectively "Genpact," "we," "us," or "our") as part of its customer's (collectively "Customer," "You," or "Your") paid annual subscription to Technical Support for the riskCanvas product ("**Product**"), subject to the terms and conditions of Your applicable agreement with Genpact.

riskCanvas Hosting Services

For customers who have contracted with Genpact for Hosting Services, we leverage server monitoring software to measure server-side error rates, ping results, web server tests, TCP port tests, and website tests. At the end of each year, we will calculate the total "downtime" periods for each customer instance. Our Service Level Agreement (SLA) for Hosting Services is 99.9% annual uptime. Certain events will not be counted as downtime:

- Planned upgrades and releases which are coordinated with Customer
- Outages caused by Customer behavior
- External network problems outside of our control

If the total agreed upon annual uptime is less than 99.9%, We will provide Service Credits to the Customer.

Support Contact

A Support Contact is an individual, with an assigned email and phone number, whom You have designated as a point-of-contact with Genpact' Technical Support personnel. Only Support Contacts may contact Genpact Technical Support. Support Contacts will maintain technical ownership of all issues escalated into Genpact Technical Support. Genpact will engage in all case-related communication with these named individuals. Up to two Support Contacts (a primary contact and a secondary contact) may contact Genpact Technical Support. It is Customer's responsibility to advise Genpact Technical Support when You desire to change a Support Contact.

Prior to Logging a Case

Before logging a case with Genpact Technical Support, the Support Contact should follow the steps below:

1. Verify that the issue is with the Products and not third-party software.
2. Verify that the system is using a currently supported version of the Products.
3. Attempt to reproduce the issue and determine if it occurs consistently.
4. Determine if the issue occurs on a local machine or on multiple machines in the customer environment.

Engaging Technical Support

When You have an issue that you cannot solve on Your own or by using any of the self-service resources provided, Your Support Contact may contact Genpact Technical Support to log a case for their issue via email, telephone, or the online case logging portal. You shall have direct access 24 hours per day, 7 days per week, and 365 days per year, excluding scheduled or unscheduled maintenance periods, to Genpact' technical support portal to report any service issues. In the event of a failure in the case of SL1 or SL2 (as described below), Genpact will promptly apply additional technical resources to the issues.

Technical Support

Technical support issues are grouped into the following four categories, in each case pertaining to issues that are caused by and in the sole control of Genpact.

Severity Level Definitions

SL1

Severe problem with the Products resulting in complete work stoppage for a large number of e.g., users. No

alternatives or work-around identified and work cannot continue. *example: All users see an error message from the application when trying to access the application.*

SL2

Critical issue which interferes with a major function of the Products or causes major usability concerns. *example: riskCanvas Global Search feature is not functioning and therefore there is no way to lookup account details (no workaround available).*

SL3

Issue which interferes with a minor function of the Products but an acceptable workaround is in place. *example: riskCanvas productivity dashboard not loading correctly. Managers forced to run custom report and export to excel to view case assignment metrics.*

SL4

Cosmetic issues such as typographical errors, misaligned text, or incorrect images. *example: Line of text is wrapping to a new line and is causing unusual spacing within the riskCanvas interface.*

Reporting & Responses

Genpact will respond to logged cases from its customers within the response times below:
Severity Level Target Response Times*

SL1- 1 hour

SL2- 4 hours

SL3 – 1 business day

SL4 – 5 business days

*Response is a real-time response from a Genpact representative to begin the process of troubleshooting the issue.

Genpact shall provide an update by telephone or email to a Support Contact every two (2) hours in the case of SL1 problems and every four (4) hours in the case of SL2 problems. Updates will not be required for SL3 or SL4 issues. When Customer logs SL1 and/or SL2 issues, Customer staff must be available to work full-time throughout the resolution process with Genpact to resolve the issue(s). Genpact shall not be responsible for providing regular updates (as noted above) and resolution may be delayed if a customer does not have staff available to provide timely information and support. You must be willing to involve the level of staff needed to resolve the issue effectively and be available to assist Genpact with tasks such as testing, sending appropriate information, and implementing suggestions.

Client Responsibilities

Notwithstanding the foregoing, Genpact shall not be responsible and no credits will be payable for any delays or failure to perform its obligations to the extent due to one or more of the following: (a) any failure or delay by or on behalf of Client in performing Client's responsibilities and obligations as set forth in this Addendum or in an Exhibit hereto or in the applicable Statement of Work; (b) any inaccuracy or incompleteness of Client Data provided to Genpact, (c) invalidity of an assumption in the applicable Order or Statement of Work; (d) an express instruction from Client or any party for which Client is responsible; or (e) downtime of any Client System, provided that Genpact will use commercially reasonable efforts to notify Client regarding and to mitigate the impact of any of the foregoing.

Service Credits for Technical Support Response Times

We will use commercially reasonable efforts to meet or exceed the Target Response Times listed above. In the event riskCanvas does not meet the Target Response Times, You will be eligible to receive a one-time Service Credit in the amount of 5% of the total monthly Technical Support Subscription fee (excluding one-time payments) for each instance in which riskCanvas failed to meet the Target Response Time. Service Credits will

only apply to future invoices relating to the Product or associated Technical Support. To receive a Service Credit, you must submit a claim by sending an email to riskCanvas@riskCanvas.com within 30 days of an incident occurring.

Service Credits for Missing Hosting Services SLA

We will use commercially reasonable efforts to meet or exceed the SLA listed above. In the event that the total annual uptime does not meet 99.9%, you will be eligible to receive a one-time Service Credit in the amount of 5% of the total annual Hosting Services Fees (excluding one-time payments) for every one-tenth percentage point that the SLA has been missed. The difference between the SLA and the actual uptime will be rounded up to the nearest whole one-tenth of a percentage point (eg if the total uptime for the year is 99.76, (.14 off of the SLA), this will be rounded to .2% deviation from the SLA and qualify for a 10% service credit). Service Credits will only apply to future purchases of the Products or associated Technical Support. To receive a Service Credit, you must submit a claim by sending an email to support@riskCanvas.com within 30 days of an incident occurring.

Service Credit Exclusion

Service credits are not available for any unavailability of Genpact Technical Support during United States federal holidays, force majeure events, or these other causes, except to the extent caused by Genpact error, omission or other default: unavailability or inaccessibility of Your data center or technical infrastructure, due to a lack of internet access, scheduled Product maintenance, or suspension or termination of your access to Genpact Technical Support.

Providing Data to Technical Support

During the course of troubleshooting an issue, it may be necessary to provide Genpact Technical Support personnel with data from Your systems. For the convenience of our customers, and except as otherwise stated in this document, Genpact provides several methods to transmit this data including, but not limited to, email and the Technical Support portal. Unless requested by Genpact, You will not directly transfer to Genpact Technical Support resources any data or information that is subject to regulation under Applicable Data Protection Law ("Protected Data"), including without limitation Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law), except for Protected Data related to Your Support Contacts. "Applicable Data Protection Law" means all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Protected Data including, without limitation, the European Union Directives governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security. If Company Personal Data or Protected Data is requested by Genpact, You will only share the requested Company Personal Data or Protected Data and shall transmit the same to Genpact through the mutually agreed upon secure methodology and to the location designated by Genpact. In the event such data is transmitted to Genpact through a method other than the secure method mutually agreed upon by the parties or to an unspecified location, Genpact shall have no liability to Customer for any damages of any kind (including loss of revenue or use), whether in contract or tort, relating to such transmission, even if Genpact has been advised of the possibility of such damages. Genpact will ensure that its instructions to You for the transfer of Company Personal Information or Protected Data will, if followed, result in the Company Personal Data or Protected Data only being transmitted to and accessible only by Genpact personnel who are level three support personnel that have been subject to background checks.

Third-Party Software

The Product depends on multiple third-party components to operate properly. These components may include but are not limited to databases, operating systems, firewalls, and web servers. Genpact aids in the deployment of the Product with these components; however, we do not provide direct support for third-party components. It is the customer's responsibility to configure those components and ensure other applications function in the

desired configuration before calling Genpact Technical Support for any issue related to the Product. In certain instances, Genpact Technical Support may be available to work with and provide information to the third-party vendors. If a defect in third-party software causes the Product to perform less optimally, Genpact Technical Support will identify the third-party component so that the customer may pursue a solution with the correct vendor.

Changes to Policy

Except as set forth in this Section with respect to material changes, Genpact reserves the right to change this Policy without prior notification to you. If we make a change to this Policy, we will change the effective date above. We suggest you review this Policy from time to time. If we materially change this Policy, we will attempt to provide you with notice of such changes via email or by posting a notice on this website. Genpact shall not materially decrease the services provided or modify the service level responses without the express written acknowledgment of Customer.

Contact

If you have any questions regarding this Policy, please contact us at support@riskCanvas.com