

NEWGEN MASTER CLOUD SUBSCRIPTION AGREEMENT

BY ACCEPTING THIS AGREEMENT, EITHER BY (A) SUBMITTING TO NEWGEN SOFTWARE INC. KNOWN AS "NEWGEN" OR BY ANY TERM SUCH AS "US," "OUR," OR "WE" AN ONLINE REGISTRATION FORM REFERENCING THIS AGREEMENT OR OTHERWISE INDICATING YOUR ACCEPTANCE OF AN ONLINE VERSION OF THIS AGREEMENT, OR (B) SIGNING A COPY OF THIS AGREEMENT, OR (C) SIGNING AN ORDER FORM OR SOW (EACH AS DEFINED BELOW) THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (E.G., YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORIZED TO DO SO (AND, AS USED HEREIN, THE TERMS "CUSTOMER," "YOU" AND "YOUR" AND, IF APPLICABLE, ANY SUCH ENTITY). IF YOU ARE NOT SO AUTHORIZED, OR IF YOU DISAGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT OR USE THE SOLUTIONS.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Master Cloud Subscription Agreement, including any Orders and SOWs entered into by the Parties hereunder (all of the foregoing, collectively, this "Agreement"), is made effective (a) as of the date Newgen accepts this Agreement, if it is being executed in hardcopy form or by submission to Newgen of an online registration form referencing this Agreement, or otherwise (b) on the date that the initial Order or SOW is executed by Newgen and You (such date, the "Effective Date"). You and Newgen may be referred to herein individually as a "Party" and collectively as the "Parties." You and Newgen hereby agree to the foregoing and as follows:

The following definitions will apply, unless otherwise expressly stated:

"Affiliates" are those entities that control, are controlled by, or are under common control with the Customer. Affiliates may be entitled, subject to the terms of this Agreement and the applicable Schedule, to license Software, use Software licensed by Customer and purchase maintenance or professional services. For the purpose of any Schedule to which an Affiliate is a party, the Affiliate will be considered the Customer for purposes of the Agreement and such Schedule.

"Application" means a collection of rules and processes that provides specific business functionality and is released to production as a unit. Each Application is documented in the Software by an Application Rule.

“Agreement” means this Newgen Master Cloud Subscription Agreement.

“Business Hour”: Business hours, means 10 a.m. IST to 6 p.m. IST Monday to Friday, excluding National or State holidays unless agreed otherwise in writing.

“Order Form” means the commercial contract agreed between Us and You describing the Our Cloud Application/s offered for limited period and agreed commercials on subscription basis use to You.

“Service” means an integration facility that permits applications to call the Software for data or processing.

“Software” will mean the licensed software listed in the applicable License Schedule, including any service packs, upgrades or other releases provided to Customer.

“Technology Platform” will mean hardware, operating system, database, web browser, application server or other software with which the Software is intended for use.

A **“User”** is a person who uses the Software in a particular month.

A **“Sporadic User”** is a person that uses the Software during less than 10 hourly periods in a calendar month.

An **“Occasional User”** is a person that uses the Software during between 10 and 20 hourly periods in a calendar month.

“Regular User”. Any other person that uses the Software in a calendar month, or that has the privilege to modify rules or processes, is a Regular user.

“Your Data” means electronic data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services, excluding Content and Non-NEWGEN Applications.

“Ordering Activity”: Is an entity that is authorized to place an order which may be a Customer, and/or Partner, etc.

“Service Offering”: Consists of a set of service commitments that uniquely defines the level of services in terms of availability, scope definition, pricing, etc.

Regular Users, Occasional Users and Sporadic Users will be the unit of measurement. The number of Regular Users, Occasional Users and Sporadic Users will be measured each calendar month based on their actual usage of the Software in that month. The Software tracks only actual use, so a person who has a User ID but does not use the Software in a month will not be counted as a User for that month. Also, for the avoidance of doubt, merely being “logged in” is not counted as actual use during inactive hours.

1. OVERVIEW

1.1 Scope. This Agreement sets forth the terms on which You may purchase, and We will provide, subscriptions to Our proprietary, online-hosted software applications and platform solutions, and certain related software applications designed for installation on Your and Your Users’ (as defined in Section 2.3) computer systems or mobile handhelds or any such devices (any such subscription, a “Subscription,” and any such software application or solution, a “Solution”), and various implementation, configuration, and other Customized services related to the Solutions (“Customised Services” or “CS”).

1.2 Orders. The Parties may from time to time execute: (a) Newgen Customer Order Forms or Proposal Forms (each, an “Order”) for Subscriptions to any of the Solutions or other purchases; and (b) Statements of Work (each, an “SOW”) for CS related to the Solutions. Each Order shall describe the applicable Solution, Subscription Order Term (as defined in Section 7.1), related fees, User details and other Usage Parameters (as defined in Section 2.3) or other relevant details. Each SOW shall describe the CS to be provided by Us, Your obligations, and the related fees. Each Order and each SOW agreed to by the Parties shall give reference and be subject to the terms of this Agreement and may contain additional terms applicable to a specific Solution or to CS.

2. SOLUTIONS

2.1 Access. Subject to the terms of this Agreement and any applicable Orders, Newgen hereby grants You a limited, non-exclusive, non-transferable, non-sublicenseable right and license to access and use, during the applicable Subscription Order Term and solely for Your internal business purposes, each Solution for which You have purchased a Subscription hereunder. All rights not expressly granted to You herein are reserved by Newgen. As soon as commercially reasonable after execution of any given Order, Newgen shall make the applicable Solution available for use by You in accordance with such Order. You may, pursuant to the rights granted above in this Section 2.1, but subject to all other terms of this

Agreement, permit third parties to access and use the Solutions to which You then have Subscriptions, solely as necessary for such third parties to conduct business with You; provided, however, that (a) any such third party permitted by You to access any Solution shall first be bound by written obligations of confidentiality substantially equivalent to those contained in Section 6 with respect to Our Confidential Information.

2.2 Permitted Use. You may permit no more than the permitted types and numbers of Users, quantities of storage, and other applicable usage parameters (collectively, "Usage Parameters") specified in each Order to access and use the corresponding Solutions. "Users" means individuals You define or provision in the Solutions' address book as being permitted to use the Solutions, including Your and Your respective employees, consultants, contractors, and agents, and other third parties with which You do business. User logins may not be shared or used by more than one individual during any given period of time. However, You may delete and add User logins from time to time, as reasonably necessary to accommodate changes in personnel and duties, subject at all times to any applicable Usage Parameters (e.g., limits on the number of permitted Users). You are responsible and liable for all access to and use of the Solutions by any Users or otherwise occurring under Your Subscriptions or logins, regardless of by whom. You will notify Us immediately of any unauthorized use of any User login associated with Your Subscriptions or any other actual or suspected breach of security regarding the Solutions of which You become aware.

2.3 Prohibited Conduct. Except as expressly permitted by this Agreement, You shall not: (a) use or permit the use of, reproduce, distribute, modify, encumber, time-share, license, sublicense, rent, lease, sell or transfer any of the Solutions; (b) reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Solution or other software We make available; (c) defeat or attempt to defeat any security mechanism of any Solution or any Newgen website; (d) remove, obscure, or alter any trademark or copyright, confidentiality or other rights notice or legend appearing on or in any Solution or other materials provided or made available by Newgen; or (e) knowingly permit any third party to do any of the foregoing. You shall not use any Solution: (i) to send unsolicited messages via fax or email in violation of applicable law; (ii) to store, send, or provide access to obscene or otherwise illegal materials; (iii) to store, send, or provide access to materials that would infringe any intellectual property right or violate any privacy right of any third party; or (iv) in any manner that does not comply with applicable laws and regulations.

2.4 Suspension of Use.

(a) For Operational Reasons. We may immediately and temporarily suspend Your (or any User's) access to and use of the affected portion or functionality of an applicable Solution due to an operational problem relating to use of the Solution that is, in Newgen's reasonable determination, preventing or impeding Your

use of the Solution or otherwise interfering with or jeopardizing the integrity, operations or security of the Solutions, Newgen's network or systems, or any third-party systems with which the Solutions are interconnected (e.g., if a User uploads a corrupted file, or if initiation or use of a Customer-developed workflow impairs use of the Solution). Any such suspension shall be only to the extent, and only for as long, as is reasonably necessary for Newgen to resolve the issue. In such an event, Newgen shall promptly notify You of the suspension, explaining the reasons therefor, which notice may be given via email or telephone, and the Parties shall diligently cooperate and work together in good faith to resolve the issue and restore Your and all Users' full use of the Solutions, as soon as reasonably practicable.

(b) For Legal Reasons. We may immediately suspend Your access to and use of the Solutions to the extent required to comply with a court order or governmental notice. We shall be entitled to comply with any such order or notice to the full extent required therein, notwithstanding anything to the contrary in this Section or elsewhere in this Agreement. In such an event, we shall promptly notify You of the suspension, explaining the reasons therefor, which notice may be given via email or telephone.

2.5 Our Responsibilities. We will use commercially reasonable efforts to: (a) make each hosted Solution available for use not less than 99.5% of the time each quarter, 24 hours a day, 7 days a week, except for minimal planned downtime (e.g., for maintenance) and events outside of Our reasonable control; and (b) maintain the security and integrity of the Solutions and of any Customer Content (as defined in Section 5.2) stored in the Solutions, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards.

3. CUSTOMIZED SERVICES.

The details of any CS we are to provide to You will be set forth in an SOW signed by both Parties. Each SOW will be governed by this Agreement.

4. FEES AND PAYMENT

4.1 Fees. You shall pay Us the fees specified or described in any Order and SOW for the corresponding Solutions and CS. Unless expressly otherwise provided in the applicable Order, We may adjust the pricing applicable to any renewal of any Subscription Order Term to the pricing We then generally make available, by providing You with written notice thereof at least forty-five (45) days prior to the scheduled end of the then-current Subscription Order Term. Subject to the immediately preceding sentence, unless expressly otherwise provided in the applicable Order, the fees applicable to any additional Order increasing the number of Subscriptions (or Usage Parameters) that You then have with respect to any given Solution pursuant to a previously executed Order shall be charged at the same rates as those then currently applicable to Your use of the Solution under the previous Order. The Subscription Order Term of the additional Order shall be coterminous with that of the initial Order for the Solution, and the applicable

fees shall be appropriately prorated for the then-remaining portion of the Subscription Order Term under the initial Order. You may reduce the number of Subscriptions (or the Usage Parameters) under any Order, and the associated fees, only upon renewal of the Subscription Order Term of such Order, by providing Us with written notice thereof at least thirty (30) days prior to the scheduled end of the then-current Subscription Order Term provided that number of Subscriptions shall not fall below the minimum no. of Subscriptions as agreed in the Order Form.

4.2 Invoicing and Payment. We will invoice You for the fees payable hereunder in accordance with the payment schedule indicated in the applicable Order or SOW in advance for each quarter. Unless expressly otherwise provided in the applicable Order or SOW, all invoiced amounts are due and payable within fifteen (15) days after the date of the applicable invoice or the due date otherwise indicated in the applicable Order. Any amount due hereunder and not received by Us by the applicable due date shall bear an additional charge of one and one-half percent (1.5%) per month (or the maximum rate permissible under applicable law, if less than the foregoing) from the date due until paid. We reserve the right to suspend Your use of the Solutions at any time until all then-unpaid, past-due fees are paid in full.

4.3 Taxes. Fees do not include, and You will pay, all sales, use, and other taxes as applicable under the law on You in connection with this Agreement and the provision of the Solutions and CS to You, excluding taxes on Our income.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 Ours. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, modifications, extensions, enhancements, configurations, derivative works, discoveries, processes, methods, designs and know-how (regardless of whether copyrightable or patentable) pertaining to any of the foregoing (all of which shall be deemed part of the Solutions), whether conceived by Us alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Ours and are protected by applicable intellectual property laws of India and other countries. Except for the rights expressly granted to You in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from CS and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Newgen, and You hereby assign any such rights to Us. We may use

and provide Solutions and CS to others that are similar to those provided to You hereunder, and We may use in Our engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or CS to You, provided that, in each case, no Customer Content is disclosed thereby.

5.2 Subject to the limited rights expressly granted hereunder, we reserve all of Our rights, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder.

5.3 We grant to You a worldwide, limited-term subscription license, under Our applicable intellectual property rights and licenses, to use Our Cloud Application/s for the tenure or period of the Sales Contract agreed by You, subject to those Sales Contract, this Agreement and the Documentation.

5.4 Yours, As between the Parties, You retain all rights, title, and interest in and to Your Data including data, media, and content, in the form of documents, forms, videos or otherwise, provided or uploaded by You or Your Users to the Solutions ("Customer Content"). You grant to Us a non-exclusive, non-transferable (subject to Section 12.8) right and license to copy, store, transmit and otherwise use the Your Data during the Agreement Term (as defined in Section 7.1) solely as necessary and appropriate for Us to fulfill Our obligations to You under this Agreement.

5.5 You grant to Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

6. CONFIDENTIALITY AND PRIVACY

6.1 Definition. In performance under this Agreement, each Party will have access to certain Confidential Information of the other Party or that the other Party is required to maintain as confidential pursuant to agreements with third parties. As used herein, "Confidential Information" means, with respect to either Party, all written or oral information disclosed to the other Party that relates to the business or operations of the disclosing Party and that is identified as confidential at the time of disclosure or that ought reasonably to be understood and treated as confidential, including, but not limited to, technical and non-technical data, marketing and promotional information, software programs and code (regardless of form or language), methods, techniques, strategies, processes, customer, employee and supplier information, trade secrets, distribution methods, and pricing and financial data. Newgen's Confidential Information

includes the Solutions and any associated documentation provided by Newgen, all of which are deemed to constitute and comprise trade secrets of Newgen. Your Confidential Information includes Customer Content. Notwithstanding the foregoing, Confidential Information shall not include information if and only to the extent the receiving Party establishes that the information: (a) is or has become part of the public domain through no act or omission of the receiving Party; (b) was already in the receiving Party's lawful possession prior to disclosure hereunder, without obligations of confidentiality; (c) was rightfully communicated to the receiving Party, without obligations of confidentiality, by a third party not bound by confidentiality obligations with respect thereto; or (d) was independently developed by the receiving Party without use of the other Party's Confidential Information.

6.2 Restrictions. Each Party shall use at least the same efforts that it uses to protect its own confidential and proprietary information (but not less than reasonable care) to: (a) hold the Confidential Information of the other Party in confidence and protect such Confidential Information from disclosure to third parties; (b) use and reproduce the Confidential Information of the other Party only for the purposes described herein; (c) restrict access to the Confidential Information of the other Party to such of its Affiliates and their respective personnel, agents, and consultants as have a need for access and who are subject to legally binding obligations of confidentiality substantially similar to those set forth herein; and (d) upon termination or expiration of this Agreement or the request of the other Party, return or destroy all Confidential Information of the other Party then in its possession or control to the written satisfaction of the Party disclosing such information; provided, however, that: (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information or with respect to which the Confidential Information is material, such Confidential Information shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and (ii) any Confidential Information of the other Party held in archives or back-up systems of the receiving Party shall be allowed to expire and be deleted or destroyed in accordance with the receiving Party's reasonable archiving or backup policies that are consistent with industry standards. As between the Parties, each Party's Confidential Information shall be and remain solely the property of such Party. Each Party may disclose and retain Confidential Information of the other Party to the extent required: (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party required to make such disclosure first provides, unless prohibited by applicable law, written notice to the other Party, affording it an opportunity to obtain a protective order; or (y) to establish or enforce such Party's rights under this Agreement.

6.3 Duration. Each Party's obligations with respect to Confidential Information set forth in this Section 6 shall continue in force and effect throughout the Agreement Term and: (a) with respect to Confidential Information that constitutes a trade secret under applicable law, for as long as, without breach hereof,

such trade secret status is maintained; and (b) with respect to any other Confidential Information till the termination or expiration of this Agreement.

6.4 Privacy. Newgen shall take commercially reasonable steps to safeguard the privacy of personally identifiable information and data ("Personal Information") stored using the Solutions. Newgen's current practices in this regard are set forth in the Newgen Privacy Policy posted on Newgen's website, as updated by Newgen from time to time in accordance with its terms.

7. TERM AND TERMINATION

7.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall commence on the Effective Date and shall continue until no, Orders or SOWs remain in force and effect as described in this Section 7.

7.2 Subscription Term. Except as otherwise provided in Section 4.1, the term of any given Order for Subscriptions (the "Subscription Order Term") shall commence on the start date indicated in the Order for the applicable Subscriptions and, unless earlier terminated in accordance with this Agreement, will continue for the period specified therein.

7.3 SOW Term. Each SOW shall take force and effect on the date executed by both Parties or as otherwise stated therein and, unless earlier terminated in accordance with this Agreement, shall continue until all CS to be provided thereunder have been completed ("SOW Term").

7.4 Automatic Renewal. UNLESS AND UNTIL TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THIS AGREEMENT OR EITHER PARTY PROVIDES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE SCHEDULED END OF THE THEN-CURRENT SUBSCRIPTION ORDER TERM, THE SUBSCRIPTION ORDER TERM OF EACH ORDER SHALL AUTOMATICALLY RENEW AND BE EXTENDED UPON ITS EXPIRATION (REGARDLESS OF WHETHER PREVIOUSLY RENEWED OR EXTENDED) FOR A PERIOD OF THE SAME DURATION AS THE SUBSCRIPTION ORDER TERM SPECIFIED ON SUCH ORDER.

7.5 Termination for Breach. Either Party may terminate this Agreement and all Orders and SOWs then in effect (or, at such Party's option, the individual Orders or SOWs affected by the applicable breach), immediately and without penalty, upon providing written notice thereof to the other Party, if the other Party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within thirty (30) days after receiving written notice reasonably describing the breach from the non-breaching Party (except that the applicable cure period shall be fifteen (15) days with respect to a breach by You of Your

payment obligations hereunder). In the event of Your material breach, Newgen may, depending on the severity of the breach, immediately suspend Your access to and use of the Solutions, to the extent and for as long as Newgen reasonably determines is necessary to resolve the issue and cure the breach. Newgen will notify You of any such suspension within a reasonable period of time, via email or telephone.

7.6 Effects of Termination. Upon any termination of this Agreement or any termination or expiration of any Order: (a) all Subscriptions and rights and licenses granted to You herein to the associated Solutions shall automatically terminate and be revoked; (b) You shall immediately cease use of such Solutions; (c) each Party shall, subject to Sections 6.2 and 7.7, immediately discontinue all use of the other Party's Confidential Information and return to the other Party (or, at the other Party's option, destroy) all copies of the other Party's Confidential Information then in such Party's possession or control; and (d) You shall promptly pay to Newgen all outstanding amounts that accrued or became payable under this Agreement or any applicable Order or SOW through the effective date of termination or expiration. Any termination of this Agreement shall simultaneously terminate any Orders and SOWs then in effect.

7.7 Return of Customer Content. Certain Solutions may include functionality that permits You within 30 days of the termination of the Agreement to download a copy of the Customer Content then stored in such Solutions. After such thirty (30) day period, Newgen shall have no obligation to maintain or provide any Customer Content and may, unless prohibited by applicable law, delete all Customer Content in its systems or otherwise in its possession or control.

8. WARRANTIES

8.1 Solutions and Customized Services. Newgen warrants, for Your benefit alone, that (a) throughout the applicable Subscription Order Term, each Solution will perform without material defect or error in its principal features and functions, and (b) the CS will be performed in a professional and workmanlike manner in material accordance with standards common and prevalent in the industry and with the requirements contained in the applicable SOW (provided that, with respect to either clause (a) or clause (b), You must notify Newgen in writing of any failure to conform to the foregoing warranties within thirty (30) days after, as applicable, the material defect or error was first encountered or the applicable CS were performed, supplying Newgen with any relevant information that you have regarding the defect, error, or issue, or the circumstances under which it arose or was discovered, so that Newgen may diagnose and reproduce defect, error, or issue).

8.2 Exclusions. The warranties in Section 8.1 shall not apply to the extent that any failure to conform with such warranties arises or results from causes outside of Our reasonable control, including: (a) Your misuse, modification, or configuration of a Solution; (b) use of a Solution in a manner other than that

described or recommended in the applicable online “Help” feature of the Solution; (c) use of a Solution with computer software or equipment other than those recommended in Our published specifications; or (d) other causes within Your computing environment or otherwise within Your control or the control of third parties that are not under Our direction or control, including problems or issues with third-party software applications, hardware, network, or Internet connectivity.

9. DISCLAIMERS.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, NEITHER NEWGEN NOR ITS, EMPLOYEES, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, PARENT, AFFILIATES OR SUBSIDIARIES MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO THE SOLUTIONS, ANY RELATED DOCUMENTATION, ANY CS, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTIES OR CONDITIONS (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND ANY WARRANTIES THAT MIGHT ARISE THROUGH USAGE OF TRADE OR CUSTOM, COURSE OF DEALING, OR COURSE OF PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NEWGEN DOES NOT WARRANT THAT THE SOLUTIONS ARE WITHOUT DEFECT OR ERROR, WILL MEET YOUR REQUIREMENTS, OR WILL BE CONTINUOUSLY AVAILABLE OR APPROPRIATE FOR YOUR PARTICULAR USE.

10. LIMITATIONS OF LIABILITY.

10.1 EXCLUSIONS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DATA LOSS, DAMAGE OR DISCLOSURE, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE), REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY WITHOUT REGARD TO WHETHER ANY PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, HAVE PROVEN INEFFECTIVE, OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE. IN ANY CASE, THE CUMULATIVE, AGGREGATE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED (A) IN THE CASE OF NEWGEN, THE TOTAL AMOUNT OF FEES PAID TO NEWGEN BY

YOU, AND (B) IN YOUR CASE, THE TOTAL AMOUNT OF FEES PAID AND PAYABLE TO NEWGEN BY YOU, IN EACH CASE UNDER THE APPLICABLE ORDER OR SOW RELATED TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE.

10.2 BASIS OF THE BARGAIN. THE PROVISIONS OF SECTIONS 8.2, 9, AND 10 OF THIS AGREEMENT ARE ALL FUNDAMENTAL AND SPECIFIC REQUIREMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND NEWGEN, AND NEWGEN WOULD NOT BE ABLE TO PROVIDE THE SOLUTIONS OR CS WITHOUT EACH SUCH PROVISION.

11. INDEMNIFICATION

11.1 Infringement. Newgen shall defend, indemnify, and hold You harmless from and against any claims, actions, and other proceedings ("Claims"), and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that a Solution (excluding any Customer Content and other material provided by You or included at Your direction) infringes a valid Indian copyright as of the date of the applicable Order. In the event of such a Claim, if Newgen determines that an affected Solution is likely, or if the Solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid Indian copyright as of the date of the applicable Order, Newgen will, in its discretion: (a) replace the affected Solution; (b) modify the affected Solution to render it non-infringing; or (c) terminate this Agreement or the applicable Order with respect to the affected Solution and refund to You any prepaid fees for the then-remaining or unexpired portion of the Subscription Order Term. Notwithstanding the foregoing, Newgen shall have no obligation to indemnify, defend, or hold You harmless from any Claim to the extent it is based upon: (i) a modification to any Solution by You (or by anyone under Your direction or control or using logins or passwords assigned to You); (ii) a modification made by Newgen pursuant to Your required instructions or specifications or in reliance on materials or information provided by You; or (iii) Your use (or use by anyone under Your direction or control or using logins or passwords assigned to You) of any Solutions other than in accordance with this Agreement. This Section 11.1 sets forth Your sole and exclusive remedy, and Our entire liability, for any Claim that the Solutions or any other materials provided by Us violate or infringe upon the rights of any third party.

11.2 Third Party Claims. You shall defend, indemnify, and hold Newgen harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Your (or that of anyone authorized by You or using logins or passwords assigned to You) use or modification of any Solution; (b) any Customer Content; or (c) Your violation of applicable law.

11.3 Defense. With regard to any Claim subject to indemnification pursuant to this Section 11, the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof, and the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

12. GENERAL

12. (A) Security Requirements. During the Agreement term in connection with the Deliverables, Newgen shall implement and maintain the security and control protocols and procedures set forth in Exhibit A (Security Policy- Newgen Hosted Model).

12. (B) SOC-2 Reports. Every year during the Agreement Term, Newgen shall provide Client with a copy of Newgen's SOC-2 Report within sixty (60) days of its issuance, and a copy of the AWS SOC-2 Report within sixty (60) days of its receipt by Newgen. Newgen shall also provide the relevant SOC-2 report(s) to third parties representing the Client, at the written request of Client, subject to any Non-Disclosure Agreements in place among Newgen, Client and such third parties.

12. (C) Report of Security Breach. Where breaches in security result in an unauthorized intrusion into Client information (a "Security Breach"), Newgen shall provide notice within seventy-two (72) hours of such incident by a telephone call and by email to the Client Relationship Manager and any other personnel identified in writing by the Client. Notice shall include a description of the incident and, where applicable, the type of Confidential Information involved. Newgen shall provide Client with any information related to the breach that Client reasonably requests and shall cooperate with Client's efforts to investigate such unauthorized use or disclosure. In addition to the notification, no later than twenty (20) days after detection of a Security Breach, Newgen shall provide Client with a report summarizing the Security Breach that includes, at a minimum, the following information: date; time; description; how the Security Breach was detected; systems and or data, including but not limited to Confidential Information, subject to unauthorized access; root cause; corrective action taken to date; and any additional planned or required corrective actions. Such report shall be sent to the notification addresses set forth above.

12.1 Changes to the Solutions. We expressly reserve the exclusive right to, without prior notice, at any time and from time to time: (a) offer new, additional, or substitute Solutions; and (b) modify, amend, or discontinue offering all or any particular Solutions. Nevertheless, during any given Subscription Order Term, We will not, except as expressly provided elsewhere in this Agreement: (i) materially and significantly reduce or decrease the functionality and features of the Solutions provided under any

applicable Order; or (ii) cease offering any of such Solutions without offering a substitute of comparable functionality and features. Newgen may modify, improve or increase the features of any Solution from time to time at no additional cost to You.

12.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, discussions, understandings, or agreements regarding such subject matter, including any confidentiality or non-disclosure agreement between the Parties entered into in anticipation of this Agreement or otherwise. In addition, no additional terms, policies or requirements proposed by either Party shall be applicable to this Agreement or any Solutions or CS, at present or in the future, without the express written consent of the other Party. This Agreement may not be modified or amended except by a writing signed by an authorized representative of each of the Parties.

12.3 Conflicts. In the event of any conflict between the terms of this Agreement and those of any Order or SOW, the terms contained in the applicable Order or SOW shall control solely with respect to the subject matter of such Order or SOW

12.4 Governing Law. This Agreement shall be governed by and construed under the substantive laws of India without regard to conflicts of laws provisions. The exclusive forum and venue for any claim or action brought in connection with this Agreement shall be at New Delhi.

12.5 Severability. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement (or portion thereof) is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision (or portion thereof) shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

12.6 Survival. The provisions of this Agreement, and the rights, duties, and obligations of the Parties hereunder, which by their nature may be reasonably inferred to have been intended to survive termination, cancellation, completion, or expiration of this Agreement (including those set forth in Sections 4, 5, 6, 7.6, 7.7, 9, 10, 11, and 12) will survive and continue as valid and enforceable rights, duties, and obligations.

12.7 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

12.8 Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent

of the other Party (such consent not to be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.9 Force Majeure. Except for payment obligations hereunder, and notwithstanding anything in this Agreement to the contrary, neither Party shall be liable, or deemed to be in default, for any delay or failure in its performance hereunder, except payment of money/fee to us for the deliverables/services delivered by us, to the extent such delay or failure results from causes beyond the Party's reasonable control, including acts or omissions of the other Party or third parties not under the direction or control of such Party, acts of God, terrorism, war, civil insurrection, strikes or other organized labor interruption, third-party communications or Internet failures or interruptions, mechanical, electronic or other utility interruptions or failures, fire, explosions, floods, or other natural disasters, or any similar cause.

12.10 No Third-Party Benefit. There are no third-party beneficiaries to this Agreement.

12.11 Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, and except as otherwise specified herein, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via courier/speed post or (c) sending by facsimile, with confirmation of successful transmission.

12.12 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the Parties.

12.13 Publicity. We may publish Your name and logo on Our website and refer to You as a customer in Our online and print materials.

12.14 Execution. This Agreement, this Agreement and any Order or SOW referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

12.15 Miscellaneous. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "but not limited to." The term "person" includes individuals, corporations,

partnerships, trusts, other legal entities, organizations and associations, and any government or governmental agency or authority. The words “approval,” “consent” and “notice” shall be deemed to be preceded by the word “written,” if such word does not already appear. References to “this Agreement” or its terms shall be interpreted to refer to the terms of this Agreement and any applicable Order or SOW. All currency amounts agreed to by the Parties shall be either in INR or U.S. dollars. The captions in this Agreement are for convenience of reference only and will not be used to interpret this Agreement.

13. Arbitration

13.1 All disputes or differences whatsoever, arising between the parties shall be settled by arbitration in accordance with the proceedings as per Arbitration and Conciliation Act 1996.

13.2 The arbitrator shall be appointed mutually by the parties and the arbitrator shall be based at New Delhi.

13.3 All disputes pertaining to arbitration or otherwise shall be subject to the jurisdiction of the Laws of India and the venue and the seat shall be New Delhi.

13.4 Any matter on which either party's decision is expressly stated in these terms and conditions as final shall not be open to arbitration.

EXHIBIT A

SECURITY POLICY

(Newgen Hosted Model)

During the Agreement term Newgen shall implement and maintain the security/control protocols/procedures as follows:

1. SECURITY SCHEDULE

As of the Effective Date, Newgen shall have implemented and shall thereafter maintain current, a comprehensive security policy ("Security Policy") that satisfies the requirements set forth below:

1.1 Objectives. Newgen's Security Policy shall be designed to ensure that Newgen:

Protects the confidentiality, integrity, and availability of all data which is disclosed by Customer and/or Customer Affiliates to or otherwise comes into the possession of Newgen, its affiliates or sub-contractors, through various Cloud services that Customer subscribed to, directly or indirectly as a result of the Agreement, including but not limited to Customer Confidential Information, ("Customer Data") in Newgen's possession or control or to which Newgen has access. Protects against accidental, unauthorized, or unlawful access, copying, use, processing, disclosure, alteration, transfer, loss or destruction of the Customer Data. Where access to Customer Data is permitted, Newgen shall not copy, download or store the Customer Data on any desktop, server or other device without Customer's prior written approval.

1.2 Risk Assessment. Newgen shall perform regular (and in any event no less frequently than at every twelve-month interval) risk assessments ("Risk Assessments") that:

- (a) Identify reasonably foreseeable threats that could result in unauthorized access, copying, use, processing, disclosure, alteration, transfer, loss or destruction of any of the Customer Data;
- (b) Assess the likelihood of these threats occurring, and the potential damage that might result, taking into consideration the sensitivity of the relevant types or categories of Customer Data (and any special risks or issues identified by Customer); and
- (c) Assess the sufficiency of the security measures, policies, and procedures, information systems, technology, and other arrangements that Newgen has in place to control such risks.

2. Security Measures. Newgen shall perform the following:

Technical Security Measures

- (1) Access Controls on Information Systems – implementing and maintaining appropriate security measures and procedures to ensure that access to all systems hosting Customer Data and/or being used to provide Hosted Services to Customer shall be protected through the use of access control systems that uniquely identify each individual requiring access, grant access only to authorized individuals and based on the principle of least privileges, prevent unauthorized persons from gaining access to Customer Data, appropriately limit and control the scope of access granted to any authorized person and log all relevant access events. These security measures and procedures shall include, but shall not be limited to, Newgen implementing and maintaining:
 - (i) Access Rights Policies – appropriate policies and procedures regarding the granting of access rights to Customer Data, in order to ensure that only authorized and trained individuals have access. Newgen shall maintain an accurate and up to date list of all staff who have access to the Customer Data and shall have the facility to promptly disable access by any individual staff.
 - (ii) Authorization Procedures for Persons Entitled to Access – appropriate security measures and procedures to establish and configure authorization profiles in order to ensure that personnel will only have access to the Customer Data and resources they need to know to perform their duties, and that they are only able to access the Customer Data within the scope and to the extent covered by their respective access permission. Staff working on development will not normally have access to production systems. The access will be given on basis of segregation of duties, least privilege and on role basis.
 - (iii) Authentication Credentials and Procedures – appropriate security measures and procedures for strong authentication of authorized staff, including, but not limited to, the following:
 - All systems shall prevent access by unauthorized users;
 - Strong password management to be in place;
 - New passwords shall be communicated to users in a secure manner, for the sole use of a specific person and shall not be shared with or divulged to any other person; and
 - Passwords shall not be stored or transmitted in readable form;

(iv) Access Control from outside the Secured Area – appropriate security measures and procedures to prevent Newgen’s information systems or Customer Data from being accessed by unauthorized persons from outside the Secure Area.

(v) Access Monitoring – appropriate security measures and procedures for monitoring all access to Newgen’s information systems and Customer Data and for monitoring additions, alterations, deletions, and copying of Customer Data, including, but not limited to:

- Making available to Customer, on request, all logs and records; and
- Maintaining full records of system or applicable access attempts, successful and failed for a mutually agreed period.
- When privileged access is granted to systems which handle Customer Data and/or are used to provide Hosted Services, such access shall be fully logged; these logs should be maintained at least for one year and made available to Customer when requested.
- All logs shall be reviewed on a monthly basis and on such alert basis as may be reasonably requested by Customer

(vi) Intrusion Detection/Prevention and Malware – appropriate security measures and procedures (i) to ensure that Customer Data, assets and /or systems being used to provide Hosted Services is protected against the risk of intrusion and the effects of viruses, Trojan horses, worms, time bombs and other forms of malware that could reasonably be anticipated to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, and (ii) to monitor each and every instance of access to Newgen’s assets and information systems and to Customer Data to detect the same, and to promptly respond to the same. Newgen shall notify Customer of any instances of unauthorized access to the Customer Data and/or such assets and systems. All incidents will be tracked and logged with proper Root cause analysis done.

(vii) Unused Network Ports - All unused network ports will be disabled or disconnected.

(viii) Network Security – Newgen will ensure that a robust infrastructure is setup to ensure that the network cannot be compromised from external as well as internal network using

Firewalls, ACLs, IDS/IPS and other controls. Newgen will ensure that the network used to hosting is separate from its own network. On the firewalls deny all option other than the rules that are specifically defined needs to be mentioned. The network will be scanned for vulnerabilities and loopholes to ensure that it cannot be compromised.

(2) Data Management Controls

- (i) Data Integrity Controls – Implementing and maintaining appropriate security measures and procedures to protect the integrity of the Customer Data, to prevent the unauthorized recording, alteration or erasure of Customer Data,
- (ii) Data Encryption – Implementing and maintaining appropriate security measures and procedures to ensure that Customer Data is encrypted using, at a minimum, Advanced Encryption Standard (AES) with 256-bit key length, so that it cannot be read, copied, changed or deleted by unauthorized persons while in storage and while it is being transferred electronically or transferred or saved on a data medium.
- (iii) Data Destruction – Implementing and maintaining appropriate security measures and procedures to destroy Customer Data when appropriate and in accordance with the Agreement.
- (iv) Data Availability Control – Implementing and maintaining appropriate security measures and procedures in order to ensure data availability, including procedures to ensure that Customer Data is protected from accidental destruction or loss, and against loss of data caused by a power shortage or interruptions in the power supply.
- (v) Data Segregation – Ensure that Customer Data is segregated from other customer's data. Newgen will ensure that appropriate controls are in place for data segregation.
- (vi) Software Patching – Implementing and maintaining appropriate security measures and procedures in order to ensure the regular update and patching of all computer software and network device to eliminate vulnerabilities and remove flaws that could otherwise facilitate security breaches.
- (vii) Backup, Retention, and Recovery – Implementing and maintaining appropriate backup and recovery security measures and procedures in order to ensure data availability in the event of loss of data or information systems from any cause.
- (viii) Hardening - All the server, network devices and systems will be hardened to ensure that all (not limited to) default accounts are disabled, all unused services are stopped.
- (ix) Application Security - Newgen will ensure that the application used is free from vulnerabilities and loopholes. It will be reviewed on a regular basis to ensure that it is not compromised. Access to the applications will be through at least 256-bit SSL channel.

(b) Organizational Security Measures

- (1) Responsibility – assignment of responsibility for information security management to appropriate skilled and senior Staff. Comprehensive background checks are carried out for all Newgen employees.
- (2) Qualification of Employees – Implementing and maintaining appropriate security measures and procedures to ensure the reliability, technical expertise, and personal integrity of Newgen employees, agents, and contractors who have access to Customer Data.
- (3) Obligations of Employees – Implementing and maintaining appropriate security measures and procedures in order to verify that any employee, agent or contractor accessing the Customer Data knows his obligations and the consequences of any security breach.

(c) Other Security Measures

- (1) The encryption of data in transit is provided through HTTPS based access. All documents and data at rest in the Hosted Service are encrypted.
- (2) Based on Customer request, the Cloud-based application can be restricted to access only from specific IP's / subnets of Customer network.
- (3) All file /feed sharing with Newgen will be over Secured FTP (SFTP).
- (4) Newgen will employ adequate controls to protect audit logs from unauthorized access or tampering and will be willing to share audit logs with Customer and/or law enforcement agencies, that is admissible in courts, in case of a security incident.

3. Sub-contractors. Newgen will ensure that any sub-contractor that provides the services under the Agreement comply with security measures commensurate with those described in this Schedule.

Incident Management/Escalation. Newgen will develop and implement (and require its sub-contractors to develop and implement) an incident response plan for dealing with any security incidents, including, without limitation, escalation paths to senior management based on the incident classification or severity, incident contact lists, initial responses, investigation log, system recovery, issue and eradication, reporting and review and follow up procedures, including appropriate reports to regulatory and law enforcement agencies. Newgen will report to Customer all incidents that may in any way affect the operation of Customer or the confidentiality, availability or integrity of Customer Data (including backed up data). Newgen will promptly disclose to Customer all attempted malicious access to systems or networks, which provide access to the Customer Data. Newgen will ensure that all Staff (including Sub-contractors) fully understands the process and conditions under which they are required to invoke the appropriate incident

response plans. Newgen acknowledges and agrees that records of system activity and of handling of Customer Data may be evidence in the event of a security breach or other inappropriate activity. Upon Customer's reasonable request, Newgen will deliver these records to Customer for use in any legal, investigatory or regulatory proceedings.

EXHIBIT B

This Schedule is governed by and subject to the Agreement to which it is attached. All capitalized terms not defined in this Schedule have the meanings ascribed to them in the Agreement.

1. Service Level Agreement. Subject to the exclusions set forth below and to the extent Ordering Activity is compliant with the Agreement, Newgen warrants that Ordering Activity's production instance of the Service Offering will be available ninety-nine and one-half percent (99.5%) of the time on a quarterly basis 24x7, 365 days per year. However, any planned downtime shall not be considered while computing this 99.5% scheduled uptime. The Service Offering will be deemed available if a Regular User is able to access the Service Offering's log-in page on the production instance and is able to log-in to the Service Offering using the Regular User's then current password and username. Unavailability shall be deemed to commence once Ordering Activity reports a suspected lack of availability to Newgen and Newgen acting promptly and in good faith, confirms the lack of availability. The Service Offering shall be deemed available once Newgen restores the operation of the Service Offering's log-in page.

2. Limited Remedy. Subject to the exclusions set forth herein, if availability falls below the 99.5% in a quarter threshold identified above, Ordering Activity shall accrue a credit of the percentage of the then current quarter service fee, in the amount described in the table below (each such credit is referred to as a "Service Credit"). Newgen will issue Ordering Activity a credit (or by check/wire if credit occurs in final service month) which will be applied to the invoice in the month following the applicable event.

Quarterly cumulative availability less than 99.5%. Ordering Activity must request Service Credits, in writing, within thirty (30) calendar days after the unavailability. Service Credits are accumulated quarterly with the quarterly cumulative unavailability being reset to zero minutes at the beginning of each quarter. Service Credits represent Ordering Activity's exclusive remedy and Newgen's sole responsibility in connection with unavailability.

3. Exclusions. Downtime caused by any of the following situations shall not count as unavailability:

- (a) Any time the Service Offering is not available as a result of scheduled maintenance activities, Ordering Activity initiated maintenance or any other agreed-to scheduled downtime activity;
- (b) Unavailability of the Service Offering due to modifications of the Service Offering by Ordering Activity or its agents, including the development of Extensions, unsupported programming, unsupported integrations or malicious activities; or
- (c) Events outside Newgens reasonable control and not caused by Newgen's fault or negligence.

Service Credits (% of applicable quarterly service fee)

Response Time Commitment (Severity Levels and Target Response Time Goals)

Case Priority	Severity Level	Description	Response Time Target	Case Incidents per quarter	Service Credit
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S1	High: Production System Down	The customer production system is not operational. The problem affects more than 90% of the users and a solution is not available.	6 Business Hours	3+	C
S2	Medium: Serious Impact on System Operation	The customer production system is operational but has a major feature that is not operational, or performance is very slow. The problem affects a significant number of users and a solution is not available.	12 Business Hours	3-6	B
S3	Low: Subsystem or Device Failure.	The system is generally available and functional for a significant number of users. An interim solution is available to keep the system operational.	18 Business Hours	4-8	A

Service Credits Legend

- A. 7% of PUPM Billing for the preceding month.
- B. 14% of PUPM Billing for the preceding month.
- C. 20% of PUPM Billing for the preceding month.

Notes:

- 1) The above table will be used to measure the Service Levels quarterly.
- 2) The cumulative service credit comprising of all the cases in a quarter cannot exceed 20%
- 3) Response Time Target - Phone: All incoming calls will be monitored and logged in Newgen's Helpdesk system. Newgen will send an email of incident report for each incident.
- 4) Response Time Target - Email: All incoming emails will be monitored and logged in Newgen's Helpdesk system. Newgen will send an email of incident report to customer admin for each incident.