

MASTER SAAS SUBSCRIPTION AGREEMENT FOR AZURE MARKETPLACE

This Master SaaS Subscription Agreement for Azure Marketplace (“Agreement”) is entered into between Genpact (UK) Limited, a private limited company having a registered address of 5th floor, 5 Merchant Square, Paddington, London W2 1AY, bearing Company No. 04217635 (“Genpact”) and you (“Client”), each a “Party” and collectively, the “Parties”, effective as of the earliest of: (i) the date that Client accepts this Agreement, (ii) the date set forth on an Order or (iii) the date on which Client downloads, install, activates, accesses, or uses the Services or Professional Services.

To enter into an Order under this Agreement through the Azure Marketplace, Client must (1) have an active Microsoft account, (2) log with the Microsoft account into the Azure Marketplace and use it in accordance with the Microsoft Commercial Marketplace Terms of Use available at: <https://learn.microsoft.com/en-us/legal/marketplace/marketplace-terms>, and (3) accept an offer made available to Client by Genpact on the Azure Marketplace.

The Parties acknowledge that Microsoft is not a party to and is not bound by this Agreement, however, Microsoft acts as Genpact’s agent or commissionaire, as applicable, for the purpose of facilitating Client purchases of Services through the Azure Marketplace.

The defined terms shall have the meaning as set forth herein or in **Exhibit A**.

1. SERVICES

1.1 **Service**. Subject to the terms and conditions of this Agreement, Genpact grants Client a non-exclusive, non-transferable, non-sublicensable right, during the Subscription Term, to Use the Service set forth in a mutually agreed Order based on the form set forth in **Exhibit B**. Client agrees that its subscription of the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Genpact with respect to future functionality or features. During the Subscription Term, Genpact will use commercially reasonable efforts to make the Service available to Client and perform in accordance with the service levels set forth in applicable Order.

1.2 **AI Offering**. In order to be performed, the Service has a dependency on the AI Offering. The Parties agree that Genpact will obtain the relevant licenses to the AI Offering, and such costs were considered in the Subscription Fees, however, the AI Offering does not form a part of the Service, and Client is not granted independent access to or Use of the AI Offering.

1.3 **Client Responsibilities and Usage Guidelines**. Client shall be responsible for all acts and omissions of the Authorized Users and any other activity under its account on the Service. Client shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Genpact promptly of any such unauthorized access or use; (ii) comply with all applicable local, state, federal and foreign laws in using the Service; and (iii) promptly (i.e., within 48 hours of becoming aware) notify Genpact at CSIRT@genpact.com of any information security incident arising from Client’s account or its Authorized Users, of which Client becomes aware.

1.4 **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, including any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models; (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, including for exploitation, abuse, or to include or encourage profanity, hate speech, discrimination, or harassment; (vii) use to make decisions that may have a consequential impact on any individual’s legal position, financial position, life opportunities, employment opportunities, human rights, or result in physical or psychological injury to an individual; (viii) use to enable end users to create their own chatbots without oversight; (ix) use for ongoing surveillance or real-time or near real-time identification or persistent tracking of the individual or use for unlawful tracking, stalking, or harassment of a person; (x) use in any application or situation where that could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; (xi) use for web scraping, web harvesting, or other data extraction methods to extract data from the AI Offering or the Service; or (xii) otherwise use except as expressly permitted hereunder, in each case of (i) – (xii), the Genpact Technology or any part thereof. Genpact and its service providers may, but have no obligation, to investigate any violation of this Agreement or misuse of any Genpact Technology. Genpact and its service providers may (1) remove, disable access to, or modify any content or resource that violates this Section; (2) report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators or other appropriate third parties; and (3) cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Section. If Client becomes aware of any violation of this Section, it will immediately notify Genpact and provide assistance, as requested, to stop or remedy the violation.

1.5 **Third-Party Products and Services**. Except to the extent any third-party products or services are provided by Genpact as part of the Service: (i) 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; and (ii) Genpact does not warrant or support those third-party products or services, except as specified in the SOW. No purchase or acquisition by Client of third-party products or services is required to use the Service unless specifically identified in the Order or SOW. Certain Service features that interoperate with external third-party products or services depend on the continuing availability of the relevant API and program for use with the Service. If a third party ceases to make available or support the relevant API, Genpact may cease providing such Service features without entitling Client to any refund, credit, or other compensation. Nothing contained within this section shall be deemed to extend the license granted to Client under this Agreement to any third parties.

1.6 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 Service identified in a mutually agreed SOW, if any, based on the form set forth in **Exhibit C**.

1.7 Privacy and Data Security. Genpact's general online privacy policy may be viewed at <http://www.genpact.com/about-us/privacy>. Genpact will comply with the technical and organizational information security standards set forth in **Exhibit D** (Data Security) to the Agreement. Genpact reserves the right to modify these privacy and security policies in its reasonable discretion from time to time.

2. FEES; PAYMENT

2.1 Fees. Client will pay Genpact (either directly or through Microsoft with respect to any Order or SOW executed by Client through the Azure Marketplace) fees ("Fees") of the type, amount and payment schedule set forth in each Order or SOW, as applicable. Genpact may increase the Fees for any Renewal Term upon 30 days' written notice to Client. Genpact shall promptly inform Client if Microsoft ceases to act as Genpact's agent or commissionaire with respect to any Order or SOW in which case the Parties will act in good faith to execute such Order or SOW directly between them to ensure continuity of provision of the Services for Client.

2.2 Payment Terms. Unless otherwise set forth on the Order, the SOW, or the applicable agreement between Client and Microsoft (the latter being applicable only in case of Orders and SOWs executed between Client and Microsoft through the Azure Marketplace): (i) all Fees are non-refundable and non-recoupable; (ii) all Subscription Fees are due and payable in United States dollars upfront and in advance for the Subscription Term on the relevant Order Effective Date, without deduction or setoff; (iii) all Professional Services Fees are due and payable within thirty (30) days from the invoice date in United States dollars, and will be invoiced in accordance with payment schedule set forth in the applicable SOW; (iv) 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 Fees are stated exclusive of Transaction Taxes. Client shall be liable for all Transaction Taxes imposed on (i) Genpact Technology / the provision of Services by Genpact to Client, or (ii) the payment of Fees (directly or through Microsoft) for Genpact Technology / the provision of Services by Genpact to Client. For the avoidance of doubt, Genpact shall be responsible for all Transaction Taxes imposed on Genpact in relation to goods or services used or consumed by Genpact in the course of provision of the Services. The Fees shall be paid without any tax deduction unless a tax deduction is required by applicable law. Where a tax deduction is required by applicable law, the amount of the applicable Fees due to be paid by Client to Genpact (directly or through Microsoft) shall be increased by an amount which (after making any tax deduction) would leave an amount equal to the payment which would have been due if no tax deduction was required by applicable law. The Parties agree to cooperate with each other to enable each Party to more accurately determine its own tax liability and to minimize such liability and the tax liability of the other Party to the extent legally permissible and administratively reasonable, provided always that this does not result in material costs (including additional taxes) for the other Party. Each Party shall provide and make available in a timely manner to the other any exemption certificates, resale certificates, information forms regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other information reasonably requested by the other Party. Each Party shall notify the other within a reasonable amount of time, and coordinate with the other on the response to and settlement, of any claim for taxes asserted by applicable tax authorities for which such other Party is responsible hereunder.

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 Order Effective Date and, unless terminated earlier in accordance with the terms hereof, will continue until the expiration of the Initial Term. Thereafter, each such Order will automatically renew for Renewal Term(s), unless either Party provides the other Party with a written notice of non-renewal at least 30 days before the expiration of the current applicable term. Any Renewal Term shall be subject to an annual increase of 3% over the Subscription Fees in place in the immediately preceding year.

3.2 Termination. Each Party may terminate this Agreement by written notice if (i) the other Party 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) the other Party files for bankruptcy that is not dismissed within 90 days, is adjudicated bankrupt, or suffers any other analogous event; (iii) the AI Offering is no longer available and a mutually agreeable substitute is not available; (iv) or by Genpact by providing 30 days advance written notice of termination, in whole or in part, including terminating certain services under the Order or SOW, 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 such 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 30 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 Input 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 1.4 (Restrictions), 3.3 (Effect of Termination), 4 (Confidentiality; Ownership; Data), 5 (Indemnification), 6 (Limitation of Liability), and 7 (General).

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 Receiving Party to be the confidential information of 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 Receiving Party or its Representatives (as defined below); (b) was already in Receiving Party's or any of its Representatives' possession at the time of disclosure by Disclosing Party without an obligation (direct or indirect) to Disclosing Party regarding such information; (c) is lawfully obtained by Receiving Party or any of its Representatives from a third party who was not known by Receiving Party to owe Disclosing Party (directly or indirectly) a duty of confidentiality regarding such information; or (d) is independently developed by or for Receiving Party or any of its Representatives without use of Disclosing Party's Confidential Information. As between Genpact and Client, the Genpact Technology is the Confidential Information of Genpact, and the Input 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 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 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, 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. 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 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 by name or logo as Genpact's customer in its promotional and marketing materials, including its website.

4.3 Input Data. Client will provide the Input Data to enable Genpact to perform the Service. Such Input Data will be processed through the AI Offering to deliver the Output. During the Subscription Term, Genpact will implement commercially reasonable security measures intended to protect the Input 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 the Input Data by Client) the accuracy, quality, integrity, and reliability of, the Input Data. Client will obtain and maintain all permissions or approvals, in accordance with applicable laws, as may be necessary or required to provide such Input Data and for Genpact to use the Input Data as permitted by this Agreement. 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.

4.4 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 enhancements, updates, documentation, learnings, algorithms, statistical models and works developed by Genpact and any improvements thereto, and (ii) Client hereby retains all rights, title and interest, including all intellectual property rights, in and

to Input Data and Output. Notwithstanding anything to the contrary, with respect to Input, Output and other data available made available to Genpact as part of the Services, Client hereby grants to Genpact and its affiliates a license to use, copy, access, and modify such data (a) during the Term as needed to perform Genpact's obligations hereunder; and (b) during the Term and thereafter, provided such information is de-identified so no Personal Data is included, to use such information to improve or modify Genpact's products and services, in various analytics tools, for internal analysis, and to disclose such information in aggregate or other de-identified form in connection with its business.

4.5 Industry Insights and Benchmarking Module. The Service includes an optional module with additional industry insights and benchmarking. Should the Client opt for this module in a relevant Order, Client agrees Genpact may use Client Data such as cost, payment term, payment discount, and other data as more specifically set forth in the relevant Order or SOW for the insights and benchmarking module and disclosure such information in aggregate and de-identified form as part of the Services to other Genpact customers who have also opted in to this modules, which may include peer companies in relation to Client. However, in no event shall such disclosure include any commercially sensitive data (to the extent defined under relevant law, including applicable anti-trust law), personal data, or personally identifiable information. Client shall not be attributable to the benchmarked data and shall only be identified as "Peer" or similar anonymized name.

4.6 Feedback and Usage Data. Client permits Genpact to use and incorporate any feedback, suggestions, ideas, enhancement requests, recommendations, or other information provided by Client or its Authorized Users relating to the features, functionality, or performance of the Service for the purpose of improving and enhancing the Service and other Genpact offerings. Genpact may also use information concerning the use, performance, and operation of the Service by Client and its Authorized Users to improve and enhance the Services and its other offerings, including for troubleshooting, providing customer support, diagnostics, responding and addressing supporting tickets, making improvements, making system improvements to correct errors or bugs, and other corrective purposes in connection with the Service.

5. INDEMNIFICATION

5.1 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 the intellectual property rights of any third party, and (ii) pay, subject to the limitations set forth in Section 5, 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 5.1 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.

5.2 By Client. Notwithstanding anything to the contrary in Section 5.1, 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.

6. DISCLAIMER; LIMITATION OF LIABILITY

6.1 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GENPACT DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ANY AND 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), AVAILABILITY, PERFORMANCE, OR ARISING FROM THE COURSE OF DEALING OR RELIANCE. GENPACT DOES NOT WARRANT ANY THIRD-PARTY WEBSITE CONTENT OR FUNCTIONALITY OR THAT THE SERVICE OR THE AI OFFERING WILL BE ERROR-FREE OR UNINTERRUPTED. IN PARTICULAR, CLIENT HEREBY EXPRESSLY ACKNOWLEDGES THAT THE AI OFFERING IS MADE AVAILABLE ON AN "AS-IS" BASIS AND GENPACT EXPRESSLY DISCLAIMS ANY AND ALL

LIABILITY RELATING TO THE AI OFFERING OR OUTPUT. Notwithstanding the foregoing, (i) to the extent any express warranties or indemnifications are made available by the third-party provider of the AI Offering, Genpact will, to the extent permissible, and subject to Client's compliance with the terms of the Agreement, pass through to Client any available express warranties, including any indemnification protections; (ii) Genpact has no obligation hereunder to obtain, collect, store or use any data or information from any source.

6.2 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.

7. GENERAL PROVISIONS

7.1 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.

7.2 Publicity & Press Release. Except as otherwise approved in writing by a Party, neither Party shall utilize the name or trademark of the other Party or any Affiliate for any publicity or marketing purposes without the prior consent of such other Party. The Parties agree to use commercially reasonable efforts to mutually agree (i) to a press release that Client will be implementing and/or has selected the Genpact Technology within thirty (30) days of the Effective Date; and (ii) at least one other type of publicity material, such as a provide a quote, POV, or authorize named case study during the Initial Term of any Order.

7.3 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.

7.4 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.

7.5 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.

7.6 AI Governance Committee. Genpact and Client shall form an AI governance committee as part of implementation. The AI governance committee will meet as mutually agreed and be empowered to agree to such changes as required to optimize the Services and drive value for each of the Parties.

7.7 Miscellaneous. This Agreement (including the Exhibits), together with the Orders and SOWs, collectively represent 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 legal.notices@genpact.com

with a copy to the address on the first page, Attn: Associate General Counsel, or to such other address as either Party may substitute by written notice to the other. 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. 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 to the Agreement Definitions

- 1) “Affiliate” means an entity that is controlled by another entity where control means ownership of more than 50% of voting securities entitled to elect managing authority.
- 2) “AI Offering” means a third-party provided artificial intelligence / large language model indicated on the relevant Order or SOW.
- 3) “API” means an application programming interface.
- 4) “Authorized Users” means Client’s employees authorized to Use the Service.
- 5) “Azure Marketplace” means an online store owned and operated by Microsoft that publishes listings for offers from third party publishers and Microsoft. Azure Marketplace is available at <https://azuremarketplace.microsoft.com/>.
- 6) “Business Day” means any day other than a Saturday, Sunday, bank or public holiday when clearing banks are open for business for the transaction of normal banking business in the US.
- 7) “Client Data” means the data transmitted to Genpact Technology, 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.
- 8) “Confidential Information” has the meaning set forth in section 4.1.
- 9) “Deliverable” means any deliverable expressly identified in the relevant Order or SOW as a Deliverable.
- 10) “Disclosing Party” has the meaning set forth in section 4.1.
- 11) “Dispute Resolution Time” has the meaning set forth in section 2.2.
- 12) “Fees” has the meaning set forth in section 2.1.
- 13) “Genpact Technology” means collectively Service(s), AI Offering, Genpact’s data, and Deliverables, if any.
- 14) “Initial Term” means the initial term of the relevant Order, as specified therein.
- 15) “Input Data” means Client Data, and other documents and information provided by Client in accordance with the relevant Order or SOW to enable Genpact to provide Service.
- 16) “Microsoft” means Microsoft Corporation and its Affiliates.
- 17) “Order” means an ordering document, based on the form set forth in **Exhibit B** (Order Form), for Client’s purchase of Service (and – if applicable and permitted under section 19 below – Professional Service) from Genpact that is executed hereunder from time to time – directly between the Parties or between Client and Microsoft through the Azure Marketplace. Orders shall be deemed incorporated herein.
- 18) “Order Effective Date” means the effective date of the relevant Order.
- 19) “Output” means any data, writings, works of authorship, graphics, or other content or materials of any nature generated or derived by or on behalf of Client from AI Offering, as further specified in the relevant Order or SOW, as part of Service.
- 20) “Professional Service” means a professional service offered by Genpact in relation to the relevant Service, as further described on the relevant Order or SOW (the first option being available only in case Professional Service Fees do not exceed 10% of the total amount of the Fees due under a relevant Order).
- 21) “Professional Service Fees” means fees for Professional Service.
- 22) “Receiving Party” has the meaning set forth in section 4.1.
- 23) “Renewal Term” means a one-year renewal term of the relevant Order.
- 24) “Representative” has the meaning set forth in section 4.2.
- 25) “Service” means a SaaS cloud-based service offered by Genpact, as further described on each mutually accepted Order or SOW.
- 26) “SOW” means a statement of work, based on the form and format set forth in **Exhibit C** (Form Statement of Work), for Client’s purchase of Professional Service from Genpact that is executed hereunder from time to time – directly between the Parties or between Client and Microsoft through the Azure Marketplace (the latter option being available only for Clients with a billing account on the Azure Marketplace in the United States, Canada or the United Kingdom). SOWs shall be deemed incorporated herein.
- 27) “Subscription Fees” means subscription and other fees for Service.
- 28) “Subscription Term” means collectively Initial Term and all Renewal Terms, is any.
- 29) “Transaction Taxes” mean 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 Genpact Technology.
- 30) “Use” means that Service may be accessed by Authorized Users solely for Client’s internal business purpose and in compliance with the terms of this Agreement.

**Exhibit B to the Agreement
Order Form**

Order for **[Insert Product Name]**

This Order forms part of, and is subject to the terms and conditions of, that certain Master SaaS Subscription 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.

Order Effective Date: **[enter]**

Order Number: _____

Bill to:

[Client]

Attn: **[name]**

[address]

[email/phone]

Order Details:

Service:

[Service description]

Initial Term: **[...]**

Number of Authorized Users: **[...]**

Subscription Fees: **[...]**

Additional costs and expenses: **[...]**

Additional Order terms:

If this Order is executed after the Start Date listed above, the designated Start Date shall be the Effective Date of this Order. The length of the Initial Term will then be calculated from the designated Start Date.

Signing this Order constitutes Client’s agreement that its use of the Services listed above is governed solely by the terms of the Master SaaS Subscription Agreement for Azure Marketplace between Client and Genpact. All capitalized terms used, but not defined, in this Order will have the meanings ascribed to them in the Master SaaS Subscription Agreement for Azure Marketplace.

By accepting a Genpact’s private offer via the Azure Marketplace that expressly references and incorporates the Order Number set forth above, Client agrees to be bound by the terms set forth in this Order. Client and Genpact further agree that (a) the acceptance of the Azure Marketplace private offer as described above shall be deemed “execution” of this Order by Client, and (b) the effective date of this Order will be the date of such acceptance by Client.

Exhibit C to the Agreement
Form of Statement of Work

Statement of Work

Date: _____

SOW #: _____

This Statement of Work (“SOW”) forms part of, and is subject to the terms and conditions of, that certain Master SaaS Subscription Agreement by and between Genpact (UK) Limited (“Genpact”) and _____ (“Client”) dated _____ (“Agreement”). Any proposed changes to the terms of the Professional Services set forth in this Statement of Work shall be negotiated in good faith and shall become effective only upon mutually agreed written amendment hereto. All capitalized terms used, but not defined, in this SOW will have the meanings ascribed to them in the Agreement.

1. Description of Professional Services; Professional Services Fees

Description of the Professional Services	Professional Services Fees
Set up of [...]	USD [...]

2. Specifications and assumptions

[...]

a. General specifications and assumptions

[...]

b. Deliverables acceptance process

[...]

3. Project Managers

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

Genpact
Name:
Contact:

Client
Name:
Contact:

4. Delivery Timeframes

a. Professional Services timeframes

The estimated timeframes for the provision of the Professional Services shall be as follows:

	[...]
Estimated Start Date	[...]
Estimated Completion Date	[...]

b. Professional Services delays

[...]

5. Payment Schedule; Payment Terms

For the provision of the Professional Services Client shall pay Genpact, in accordance with the Agreement, the Professional Services Fees upon achievement of milestones, as described in the below table.

No.	Milestone	Payment Amount (USD)	Estimated Payment Week
1	[...]	[...]	[...]
2			
3			

Client shall reimburse Genpact for all reasonable and necessary out-of-pocket (OOP) costs and travel and expenses (T&E) incurred in connection with the provision of the Services and/or the performance of the Professional Services up to [...] % of the total Fees paid and payable by Client pursuant to all Orders. OOP and T&E costs beyond [...] % of the total Fees will be reimbursed to Genpact provided that such costs have been approved in writing by Client.

AGREED:

[Client]

Genpact (UK) Limited

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibit D to the Agreement Data Security

Access Controls aimed to ensure ongoing confidentiality and integrity of data

- Genpact has implemented control measures aimed to prevent unauthorised persons from gaining access to its data processing systems. This is accomplished by appropriate physical control measures including the following (where appropriate and/or agreed with the data controller):
 - secure work areas with access control
 - visitor management
 - security alarm and other reasonable physical security measures

Above would be applicable only when services are delivered from Genpact premises

- Genpact has implemented the below logical control measures aimed to ensure that only authorized persons use its data processing systems to the extent permitted:
 - policies and procedures regarding granting of access rights based on principle of least privilege and to permit only appropriate personnel to create, modify or cancel access rights of employees, agents, and subcontractors
 - periodic checks for removal of dormant user IDs
 - automatic screen lock mechanisms after reasonable time of inactivity
 - adoption of multi-factor authentication along with Single Sign On (SSO) and privileged/administrative access controls
 - access to data being separated through network segregation
 - dedicated team at an enterprise level overseeing cloud and application security

Third Party Audits and Certifications

- **ISO/IEC 27001 certified**
- **SOC 2 Type II audited**

Endpoint and Platform Security Controls

Genpact has implemented the below endpoint and platform security controls including:

- Vulnerability assessment and penetration testing along with appropriate remediation
- All user activity is logged, monitored, tracked, and reported regularly
- 24X7 real time monitoring through SIEM for system event logging
- Passwords standards (e.g. password length, complexity, mandatory change at regular intervals)
- Device hardening accomplished by -
 - Additional features from operating systems which are not required for service delivery are restricted/disabled
 - Use of proxy, anti-malware (e.g. NextGen EDR) solution to provide anti-malware, anti-virus protection

People Centric Security Measures

Genpact has implemented the below administrative measures including:

- mandatory new hire orientation program (NHO), trainings and refreshers, followed by quiz along with minimum baseline score and non-compliance to these trainings leads to disciplinary proceedings e.g. revocation of access to mailboxes, work-floor where applicable
- confidentiality agreements are in place for all employees with access to personal data
- employees are instructed not to share their passwords and privileges with others
- periodic phishing assessments on employees to gauge their preparedness for any phishing attack. Follow up training interventions aimed to ensure employees identify any suspicious email and timely report it
- apart from trainings, security awareness about latest cyber threats is also imparted through regular mails, relevant information security posters, screen savers

Transmission Control

Genpact has implemented suitable measures aimed to prevent the personal data from being read, copied, altered or deleted by unauthorised parties during the transmission or during the transport of the data media. Measures to accomplish this include:

- policies and procedures regarding the transmission, storage, deletion and disposal of data
- use of next generation firewall
- encryption in transit using TLS 1.2+
- encryption at rest using AES-256 or cloud-native key management services
- use of secure tunnel links (VPN) where applicable
- restriction for copy and export functions based on role
- Intrusion Detection & Prevention (IDS & IPS) are implemented

Availability and Resilience of processing systems and services

Genpact implements suitable measures to ensure that personal data is protected from accidental destruction, loss, or damage. This is accomplished by:

- appropriate infrastructure redundancy
- backup procedures where applicable or as agreed with Client
- disaster recovery and business continuity plan where applicable or as agreed with Client

Handling of data

Genpact, where applicable and agreed with Client, shall implement mechanisms for the below objectives:

- Measures aimed at ensuring data minimization
- Measures aimed at ensuring limited data retention through timely purging/deletion
- Measures aimed at ensuring data quality