

Commercial Terms of Sale – India

1. These terms govern the purchase of IT, consulting, or other services (“Services”) from NTT DATA Information Processing Services Private Limited or one of its affiliates (collectively, “NTT DATA”) by the customer identified (“Client”) as described in a mutually agreed Statement of Work or “SOW,” which the Parties may include other material incorporated either by attachment or reference (“Supporting Material”). These terms, the SOW and Supporting Material form the “Agreement.”
2. **Payment.** Client agrees to pay all invoiced amounts within (30) thirty days of the date of NTT DATA’s invoice and to reimburse NTT DATA for all applicable taxes. Prices are exclusive of taxes, duties and fees unless otherwise quoted. NTT DATA may charge interest of 1.0% per month on overdue amounts, or the maximum rate permitted by law, whichever is less.
3. **Performance; Warranty.** NTT DATA warrants it will perform Services in a good and workmanlike manner. NTT DATA will re-perform any Service that fails to meet this standard if Client provides written notice within thirty (30) days. NTT DATA warrants Deliverables will conform materially to their written specifications for thirty (30) days following delivery. If Client notifies NTT DATA of non-conformity during such thirty (30) days period, NTT DATA will either promptly remedy the impacted Deliverables or refund to Client the amounts paid for those Deliverables after Client’s return of such Deliverables. NTT DATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **Third Party Hardware and Software.** NTT DATA resells other manufacturer’s hardware and licensed software under the terms and conditions of the applicable manufacturers as found on their respective websites. NTT DATA accepts no liability or warranty obligations for those products.
5. **Software.** NTT DATA’s proprietary software is subject to, and Client is bound by, the applicable Software Agreement. “Software Agreement” means (i) the software license agreements included with the software media packaging or presented to Client during the installation or use of such software, or (ii) if no license terms accompany such software or are not otherwise made available to Client by NTT DATA, the NTT DATA End User Agreement found at <https://us.nttdata.com/en/contracts/ntt-data-services-end-user-agreement>.
6. **Intellectual Property; Deliverables.** Except as otherwise expressly provided within this Agreement, no transfer of or license to any intellectual property rights (“IPR”) will occur under this Agreement. The creation by NTT DATA of tangible work product as specifically identified in the SOW (“Deliverables”) shall be regarded as a new copyrightable work (“New Copyright Work”) to which NTT DATA shall transfer ownership to Client upon full receiving full payment for such Deliverable, except that any NTT DATA template, intellectual property, or know-how (collectively, “NTT DATA IP”) used to create such New

Copyright Work shall remain vested in NTT DATA. If NTT DATA IP is embedded into any Deliverable, NTT DATA grants Client a non-exclusive, royalty-free license to use any such NTT DATA IP, as necessary for Client to enjoy the benefit of the Deliverable provided that Client may not decouple the NTT DATA IP from the Deliverable. Client grants NTT DATA a non-exclusive, worldwide, royalty-free right and license to any Client-owned or licensed IPR that is necessary for NTT DATA and its designees to perform Services. NTT DATA will indemnify and defend any claims against Client alleging that Services or Deliverables supplied under this Agreement infringe the IPR of a third party, excepting claims arising from unauthorized use, combination or modification of Services or Deliverables. Client will indemnify and defend any claims against NTT DATA alleging that NTT DATA's use of or access to any Client-furnished items/materials infringe the IPR of a third party. The party seeking indemnification will promptly notify the other party of the claim and grant such other party sole authority to defend and settle the claim and will reasonably cooperate with the other party's defense of the claim.

7. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents, or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt; provided however, for any information which constitutes a trade secret, the obligations and restrictions in this Agreement shall continue in effect for so long as the information remains a trade secret. These obligations do not cover information that: (i) was known or becomes known to the receiving party without obligation of confidentiality; (ii) is independently developed by the receiving party; or (iii) where disclosure is required by law or a governmental agency.
8. **Compliance.** The Parties will comply in all material respects with all laws that are applicable to each party's respective business, including any applicable data protection legislation, and will secure and obtain, at each party's sole expense, any and all permits, licenses and consents as may be required by such laws, as well as bear the costs of any changes in these laws. The Parties will comply with their respective responsibilities as exporters and importers under laws and regulations applicable to exports, imports and other transfers of data or software stored, used, or processed using Services or related infrastructure. NTT DATA may suspend performance if: (1) Client violates any applicable trade control or sanctions law or regulation; and (2) to the extent necessary to assure compliance under India or other applicable trade control or sanctions laws or regulations.
9. **Data Protection.** Unless otherwise expressly stated in the SOW, NTT DATA does not intend to have access to personally identifiable information ("PII") of Client, and Client will remain the data controller of Client PII at all times. However, to the extent that NTT DATA is provided access to PII, NTT DATA will use such PII strictly for purposes of delivering Services.

10. **Limitation of Liability.** Each party's total liability for all damages and other amounts related to all claims of every kind under the Agreement, whether in contract, in tort, is limited to Client's actual payments of twelve (12) months of charges. Both Parties will use reasonable efforts to mitigate damages for which the other party may be responsible. Neither party may recover lost profits, revenues or goodwill, reputational harm, anticipated savings, business interruption, diminished value of its business, data or special, incidental, indirect, consequential, exemplary, or punitive damages. The foregoing limitations upon liability do not apply to: (i) claims of intentional wrongdoing or other matters for which liability cannot be excluded as a matter of law; (ii) indemnification claims under this Agreement; or (iii) Client's payment obligations.
11. **Governing Law.** This Agreement is governed by the laws of India without regard to its choice or conflict of law principles. Each party shall bear its own attorneys' fees and costs. The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any dispute.
12. **Termination.** Either party may terminate the Agreement on written notice if the other fails to meet any material obligation and fails to cure the breach within thirty (30) days after receiving written notice. Terms in this Agreement which by their nature extend beyond termination or expiration of this Agreement will remain in effect until fulfilled and apply to successors and permitted assignees.
13. **Excused Delay.** A Party is excused for a delay in the performance of its obligations under this Agreement (other than Client's payment obligations) if and to the extent the delay is caused, directly or indirectly, by any act, event, or circumstances beyond its reasonable control, provided that the other Party is promptly notified in writing and the delayed Party uses reasonable commercial efforts to resume performance.
14. **Personnel.** To the extent not prohibited by applicable law, during the term of and for a period of one (1) year after termination or expiration of Services under the SOW, neither Party shall, without the written consent of the other, solicit or hire, directly or indirectly, an employee or a former employee of the other Party who is or was involved with the SOW.
15. **General.** This Agreement (together with the SOW) represents the Parties entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. The Parties are independent contractors; neither Party is agent for the other nor authorized to bind the other to any agreement with a third party. Notice to NTT DATA under this Agreement or any related SOW must be in writing and sent by registered or certified mail (postage prepaid first-class mail and return receipt requested) by overnight delivery service to the address below, and will be effective upon receipt: NTT DATA Information Processing Services Private Limited, Attn: Legal Department, Plot No. 178, EPIP Phase – II Industrial Area, Whitefield, Bangalore – 560066, Karnataka. If any provision of this Agreement is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force. Modifications to this Agreement will be made only through a written amendment signed by both Parties.