

BY CLICKING THE TERMS OF THE AGREEMENT, WE ACKNOWLEDGE THAT WE HAVE READ AND ACCEPTED THE TERMS OF THE AGREEMENT UNLESS OTHERWISE AMENDED SPECIFICALLY IN WRITING.

1. DEFINITIONS.

(a) **"Hexaware Products"** means English language object code version of Hexaware's software products, as selected hereunder and as more fully set forth in the applicable Product Order. The definition includes the user documentation delivered with the licensed Hexaware Products ("**Documentation**") and any new versions, updates, upgrades or the like to the Hexaware Products to which Licensee may be entitled under the maintenance or support provisions of this Agreement.

(b) **"Confidential Information"** means all information of either party that is not generally known to the public, whether of a technical, business or other nature, in tangible or intangible form, that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the Disclosing Party, and that has been identified as being proprietary and/or confidential or that by the nature of the information and/or the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and confidential. Without limiting the generality of the foregoing, the terms and conditions of this Agreement shall be the Confidential Information of Hexaware.

(c) **"License Type"** means the detailed type of licenses purchased by Licensee for each particular Hexaware Product as set out on the Product Order and defined in the applicable Documentation that accompanies the applicable Hexaware Product.

(d) **"Product Order"** means a Schedule substantially in the form attached hereto as Exhibit B, between the parties referencing this Agreement that details license terms, service terms, fees and other requirements entered into between the parties. Additional Product Orders may be executed between the parties from time to time in order to add additional Hexaware Products and/or Services under this Agreement.

(e) **"Product Order Effective Date"** means the effective date set forth on the applicable Product Order.

(f) **"Service(s)"** means any training or other services, other than support and maintenance, ordered hereunder and shall be subject to the terms set forth on Exhibit C hereto.

2. LICENSE GRANTS AND LIMITATIONS.

(a) **Grant.** Subject to the terms and conditions of this Agreement, and except as may otherwise be set forth on the applicable Product Order, Hexaware grants to Licensee a perpetual, non-exclusive, non-transferable, limited license to: (i) copy the Hexaware Products up to the number of copies for which Licensee has paid the applicable license fee; and (ii) to use the Hexaware Products only in accordance with the applicable Product Order and the applicable License Type; Licensee may make a reasonable number of copies of the Hexaware

Product to backup devices such as hard disks, optical media, or tape and one physical CD media backup copy of the Hexaware Product.

(c) **Limitations.** All rights not expressly granted herein are reserved by Hexaware and/or its licensors. Without limiting the generality of the preceding sentence, Licensee receives no rights to and will not: (i) modify, port, translate, localize or create derivative works based on the Hexaware Products, (ii) use, copy, rent, lease, market, distribute or sublicense the Hexaware Products except as otherwise permitted hereunder; (iii) reverse engineer, decompile, or disassemble the Hexaware Products or APIs; and/or (iv) disclose the results of benchmark or other performance test run on the Hexaware Products to any third party without Hexaware's prior written consent (which results are Hexaware Confidential Information). This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of Hexaware. Licensee will not remove, or allow to be removed, any Hexaware copyright, trade secret or other proprietary rights notice from any Hexaware Product.

3. ORDERS.

(a) **Orders.** In the event that Licensee desires to order additional licenses of the Hexaware Products or any Hexaware Services, the parties must enter into a written Product Order. Hexaware reserves the right to refuse any additional orders from Licensee.

(b) **Shipping.** If electronic delivery is available, Hexaware Products shall be delivered electronically, unless physical delivery is requested in writing by Licensee. In the case of physical delivery, Hexaware will ship orders F.O.B. Hexaware's facility on a carrier selected by Hexaware, unless otherwise instructed in writing by Licensee. Unless otherwise agreed to by the parties, only one master copy of the media and documentation for each Hexaware Product will be provided to Licensee. In the event that any tangible media for software or documentation is delivered to Licensee and physical delivery has not been requested, such delivery shall be deemed to be rejected by Licensee (unless such delivery was requested in writing by Licensee), Licensee shall return the same to Hexaware and all right, title and interest in such media shall remain exclusively in Hexaware at all times. Any delivery date quoted will be an estimate only; Hexaware shall use all reasonable efforts to meet any agreed delivery dates.

4. SUPPORT AND SERVICES.

(a) **Support.** Provided Licensee has purchased technical support, Hexaware will provide Licensee with technical support under Hexaware's then-current standard technical support terms

and conditions. Technical support terms and conditions as of the Effective Date are set forth in Exhibit A. If Customer elects to renew annual technical support, except as otherwise provided in a Product

Order, the support fee for the second year shall be equivalent to the amount paid for the first year herein (on an annualized basis where applicable) for the applicable Hexaware Products, provided Customer meets all requirements of the then-current support offerings. Any upgrade version of a Hexaware Product provided through support constitutes a single product with the copy of the Hexaware Product that was upgraded. Although Licensee may have two sets of Hexaware Product media, there still is only one license and therefore only one user.

(b) **Services.** Any services other than Maintenance and Support, ordered by Licensee hereunder shall be pursuant to the terms of the Services Exhibit, Exhibit C hereto and made a part hereof.

5. PAYMENT AND OTHER OBLIGATIONS.

(a) **Fees.** Licensee will pay Hexaware the license fees, technical support fees and services fees, if applicable, as set forth in each Product Order. Except as otherwise provided in a Product Order, additional annual technical support fees shall be due on or before each anniversary of the Product Order Effective Date thereafter.

(b) **Payment Terms.** Except as otherwise provided in a Product Order, all fees to be paid under this Agreement are payable within thirty (30) days after the later of (i) the date the Hexaware Products were made electronically available or shipped in accordance with Section 3(b) hereof, or (ii) the date of Hexaware's invoice. All fees paid under this Agreement are non-cancelable and nonrefundable regardless of the number of Hexaware Products, if any, that are used by Licensee. All payments to Hexaware will be in U.S. dollars.

(c) **Taxes.** Licensee will pay or reimburse all withholding taxes and all other federal, state, local and foreign taxes (exclusive of taxes on Hexaware's net income), duties and assessments arising on or measured by amounts payable to Hexaware under this Agreement, or furnish Hexaware with evidence acceptable to the taxing authority to sustain an exemption therefrom. Licensee will regularly and promptly provide to Hexaware documentation sufficient to evidence the amount and payment of those taxes deducted from payments to Hexaware as provided for herein.

(d) **Records; Audits.** Licensee agrees to keep all usual and proper records and books of account and all usual and proper entries relating to Licensee's use of any Hexaware Products. Hexaware may cause an audit to be made of the applicable Licensee records and facilities in order to verify Licensee's compliance with the terms of this Agreement during regular business hours at Licensee's facilities, with five (5) business days prior written notice. Within thirty (30) days of notice by Hexaware to Licensee of any error or omission disclosed by such audit, Licensee will make prompt adjustment and reimbursement to Hexaware of such error or omission. Any such audit will be conducted by an independent certified public accountant selected by Hexaware (other than on a contingent fee basis). Licensee agrees to provide Hexaware's designated audit team access to the relevant Licensee records and facilities and to otherwise cooperate with such audit team. Any such audit will be paid for by Hexaware, provided, however, that in the event that any such examination discloses a shortfall in payment of more than five percent (5%) for any quarter, Licensee agrees to pay or reimburse Hexaware for the reasonable expenses of the audit, as determined in good faith by the parties at the completion of the audit.

6. CONFIDENTIAL INFORMATION.

(a) **General Nondisclosure Obligations.** Each party must hold the other party's Confidential Information in confidence, and use the same degree of care (but not less than reasonable care) to safeguard such Confidential Information as the party uses to protect its own Confidential Information of a similar nature. Confidential Information may only be used for exercising rights and fulfilling obligations under this Agreement.

(b) **Exceptions to Nondisclosure Obligations.** The obligations of this Section 6 do not apply to information which was in the recipient's rightful possession without an obligation of confidentiality before receipt from the disclosing party, or is or becomes a matter of public knowledge through no fault of the recipient, or is rightfully received by the recipient from a third party without a duty of confidentiality, or is independently developed by the recipient without reliance on the Confidential Information, or is required to be disclosed under operation of law, provided that the party required to disclose such information of the other party in connection with any legal or regulatory proceeding, such party will endeavor to notify the other party within a reasonable time prior to disclosure and to allow such party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure and/or waive compliance with the terms of this Agreement.

7. INFRINGEMENT INDEMNIFICATION.

Licensee agrees to promptly notify Hexaware in writing of any claim made against Licensee for copyright, patent, trade secret or other intellectual property rights violation relating to the Hexaware Product. Licensee further agrees to take any necessary action to enable Hexaware to control the litigation or settlement of such claim to the utmost extent allowed by law and to cooperate with Hexaware in the investigation, defense and settlement thereof. Provided Licensee complies with this Section, Hexaware shall indemnify Licensee for such claim by paying for the litigation, costs and reasonable attorneys' fees Licensee incurs at Hexaware's direction and any judgment finally awarded against Licensee or settlement approved by Hexaware. Licensee may participate at Licensee's own expense. If such claim in (a) above is made or, in Hexaware's opinion Hexaware, is likely to be made, then Hexaware at its option, may: (1) modify the Hexaware Product; (2) obtain rights for Licensee to continue using the Hexaware Product; or (3) terminate the license for the Hexaware Product at issue and refund the then-current fee paid for such Hexaware Product. Licensee agrees to abide by Hexaware's decision and, if appropriate, install a different version of the Hexaware Product or stop using the Hexaware Product. This indemnification obligation does not apply to the extent: (i) a claim is based on Licensee's combination of the Hexaware with other software, or modification to the Hexaware Product, if such claim would not have been made but for Licensee's combination or modification; or (ii) as of the date the claim arose, Licensee had not installed the latest version of, or update to, the Hexaware Product as instructed by Hexaware prior to such date, if such claim would not have been made if the update or latest version had been installed. The foregoing states Hexaware's entire liability and Licensee's sole and exclusive remedies for infringement claims and actions of any kind.

8. WARRANTY.

(a) **WARRANTY.** For ninety (90) days from the date of shipment (the “**Warranty Period**”), Hexaware warrants that: (i) the media on which any Hexaware Product is contained will be free from defects in materials and workmanship; and (ii) the Hexaware Product shall perform substantially in accordance with the specifications defined in the Documentation delivered with the Hexaware Product.

Hexaware’s entire liability hereunder and Licensee’s exclusive remedy shall be, at Hexaware’s option, either (a) refund of the price paid for such defective Hexaware Product or (b) repair or replacement of the Hexaware Product. Hexaware Product that has been replaced will be warranted for the remainder of the original above Warranty Period or 30 days, whichever is longer. This warranty is void if the Hexaware Product’s defect has resulted from accident or abuse.

(b) **NO OTHER WARRANTIES.** THE EXPRESS WARRANTY SET FORTH IN SECTION 8(A) ABOVE IS THE SOLE WARRANTY PROVIDED BY HEXAWARE. HEXAWARE DISCLAIMS ALL IMPLIED WARRANTIES; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HEXAWARE DOES NOT WARRANT THAT THE HEXAWARE PRODUCTS, SERVICES AND/OR ANY FIXES, MAINTENANCE RELEASES, MAJOR RELEASES OR OTHER ITEMS PROVIDED IN CONNECTION THEREWITH WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. TO THE EXTENT THAT HEXAWARE MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

(c) **No Hazardous Use.** The Hexaware Products are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the technology or Product(s) could lead directly to death, personal injury or severe physical or environmental damage.

9. LIMITATION OF LIABILITY.

IN NO OTHER EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOST DATA, LOST PROFITS, OR BUSINESS INTERRUPTION) ARISING FROM THIS AGREEMENT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, OR OTHERWISE, EVEN IF THAT PARTY AND HAS BEEN ADVISED, KNOWS, OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE LIMITATION EXCLUSIONS SET FORTH ABOVE, NEITHER PARTY’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL EXCEED THE AGGREGATE AMOUNT PAYABLE UNDER THIS AGREEMENT IN THE PREVIOUS SIX (6) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS AMOUNT. HEXAWARE’S

LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS HEREIN ARE REASONABLE AND ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, WITHOUT WHICH HEXAWARE WOULD NOT ENTER INTO THIS AGREEMENT, AND THAT THESE LIMITATIONS ARE INTENDED TO BE BINDING AND ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY LAW.

10. TERM AND TERMINATION.

(a) **Term.** Subject to the remainder of this Section 10, this Agreement will commence on the Effective Date defined above and shall continue through a period of four (4) years (the “**Term**”). Technical support is provided on an annual basis and may be renewed on annually in accordance with the terms and conditions of Exhibit A – Support and Maintenance Terms and Conditions.

(b) **Termination for Breach.** This Agreement shall terminate if a party breaches this Agreement and such breach is not cured within thirty (30) days after written notice thereof from the terminating party. The Agreement shall also terminate immediately in the event Licensee becomes insolvent, admits its inability to pay its debts as they become due, enters into or is petitioned into bankruptcy or dissolution proceedings, ceases to conduct business, or makes an assignment for the benefit of its creditors.

(c) **Effect of Termination for Breach.** Upon earlier termination of this Agreement for breach, all licenses and other rights granted to Licensee under this Agreement will become null and void.

(d) **Effect of Expiration.** Upon expiration of this Agreement, this agreement shall terminate and all rights granted to Licensee under this Agreement will become null and void, except for the right to use the licenses acquired under this Agreement by Licensee prior to such termination in perpetuity pursuant to the terms of this Agreement unless otherwise stated in an applicable Product Order.

11. GENERAL.

(a) **Governing Law.** This Agreement is governed by the laws of the State of California, excluding its choice of law rules and excluding the United Nations Convention for Contracts for the International Sale of Goods, and Licensee further consents to jurisdiction by the state and federal courts sitting in the State of California.

(b) **Complete Agreement.** This Agreement is the complete agreement between Hexaware and Licensee regarding the Hexaware Products and supersede any prior or contemporaneous agreements or communications, written or oral, relating to the subject matter hereof. This Agreement will not be modified except by a properly executed written agreement. Any terms and conditions of any purchase order or other instrument issued by Licensee in connection with this Agreement that are in addition to, inconsistent with or different from the terms and conditions of this Agreement will be of no force or effect.

(c) **Attorneys' Fees.** If either Hexaware or Licensee employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees.

(d) **Survival.** Sections 1, 2 (as applicable by its terms), 5 through 7, 9, 10(c), 10(d), and 11 will survive termination or expiration of this Agreement for any reason.

(e) **Assignment and Binding Effect.** Licensee may not assign or transfer (including by operation of law) this Agreement or the licenses granted hereunder without the prior written consent of Hexaware and any attempt to do so will be void.

(f) **Notices.** Any notice required to be sent to a party under this Agreement will be in writing, effective on receipt by that party, and will be sent by fax, first-class mail or personal delivery to the address set forth on the first page hereof. Either party may change its notice address by giving written notice to the other party at the other party's notice address.

(g) **Waiver and Severability.** Waivers must be in writing signed by an authorized representative. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

(h) **Independent Contractors.** Nothing herein contained will be construed to place the parties in the relationship of partners, joint venturers, principal and agent, or employer and employee, and neither party will have the power to obligate or bind the other party in any manner whatsoever. Each party will be responsible for the acts, negligence and omissions of its employees, agents, servants and subcontractors.

(i) **Force Majeure.** Neither party will be liable to the other by reason of any failure of or delay in the performance of its

obligations under this Agreement, except for obligations to pay money, to the extent such failure or delay is due to circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure"), nor will any such failure or delay give the other party the right to terminate this Agreement. Each party will use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. Such Force Majeure events will include (without limitation) accidents, acts of God, labor disputes, actions of any government agency and shortage of materials.

(j) **Export.** Licensee hereby acknowledges and agrees that it will not export or re-export the Hexaware Products or technical data supplied by Hexaware, directly or through third parties, to any source for use in any country or countries in contravention of any export laws, regulations or decrees of the United States government, or any agency thereof. Licensee will be solely responsible for identifying and complying with all laws of any jurisdiction outside of the United States regarding the use of the Hexaware Products and technical data supplied by Hexaware. Licensee agrees to obtain all licenses, permits or approvals required by any government at Licensee's sole cost and expense.

(k) **Government Use.** The Hexaware Products provided under this Agreement are commercial computer software developed exclusively at private expense, and in all respects are proprietary data belonging to Hexaware or its licensors.

(l) **Injunctive Relief.** In the event of a breach of this Agreement, money or damages will not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, either party will be entitled to seek an injunction or other equitable relief against such breach.

(m) **Counterparts and Exchanges by Fax.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement in counterparts or otherwise, by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement

(n) **Notice.** Portions of the Hexaware Product may be licensed from and are copyrighted by Microsoft Corporation and RSA Data Security.