

A: General Terms and Conditions Devon Software Services Pvt. Ltd.

The terms and conditions for the provision of any service by Devon Software Services Pvt. Ltd. are described in the following part:

A: General Terms and Conditions for the provision of all services of Devon.

The terms and conditions for the provision of specific services are described in the following parts:

B1: Specific terms and conditions for the provision of agile teams

B2: Specific terms and conditions for the provision of consultancy services

B3: Specific terms and conditions for the provision of secondment services

B4: Specific terms and conditions for education services

Depending on the selected services, client will only conceive the parts that relate to the selected services.

During the making of offers and the execution of order by the aforesaid companies the following terms of supply apply. For convenience the aforesaid company is referred to in the terms and conditions as "**Devon**".

A: General Terms and Conditions of Devon contain the following articles:

1. Definitions
2. General terms and conditions
3. Prices and payments
4. Contract term and termination
5. Ownership rights and non-compete clause
6. Non-disclosure
7. Liability
8. Applicable law and choice of law

1. Definitions

Agreement: the arrangements in a written and/or digital recording, based on which Devon performs a Service or Services for the Client and to which these terms and conditions apply.

Client: Every (legal) entity or person who has concluded an Agreement with Devon, or as the case may be responds to or requests an offer or quotation.

Professional: an (IT) Professional who possesses (the whole or a part of) the required (software) knowledge and skills in the relevant domain and who is deployed by Devon in the performance of one or more Services under an Agreement.

Devon: the specific Devon entity mentioned in the Agreement who provides Service(s) to Client.

Services: The service(s) as described in the Agreement.

2. General terms and conditions

- 2.1. The terms and conditions mentioned in these terms and conditions will be applicable to all tenders, offers, order confirmations, agreements, deliveries, products and services whereby Devon acts as seller/contractor/service provider.
- 2.2. Deviations from the terms and conditions of the general terms and conditions are only valid and binding if these have been explicitly agreed in writing. A deviation must be signed by authorised representatives of each of the parties, which shall then form part of the Agreement.
- 2.3. The applicability of any general or specific terms and conditions or clauses of Client are explicitly rejected by Devon notwithstanding the existence of any legends contained in any Client document signed by Devon.
- 2.4. In the event of whole or partial voidness or other invalidity of one or more provisions of these terms and conditions the remaining provisions will continue in force and Client and Devon will enter into consultation with the Client in order to agree to new provisions to replace the voidable or voided provisions to reflect as best an intention as is possible with the original severable clause, in the course of which the purpose and the application of the voidable or voided provisions will be observed as much as is possible.
- 2.5. An offer, tender or quote does not bind Devon and only applies as an invitation to Client to place an order, unless explicitly stated otherwise. Client guarantees that he, to the best of his knowledge, thereby has provided all essential information for the planning and execution of the order.
- 2.6. Agreement comes into effect after the order for the Services to be carried out is received and confirmed by means of a (sub)agreement, or as the case may be when the execution of the order by Devon has started.
- 2.7. Agreements and/or other arrangements with subordinate employees of Devon personnel who have not been specifically authorised by the Board of Directors of Devon either by way of a board resolution or a power of attorney only bind Devon in so far as these are further confirmed in writing by Devon.
- 2.8. Devon will use reasonable endeavours to deliver the provision of service with care, where applicable in accordance with arrangements and procedures recorded in writing with, and requirements of, the Client.
- 2.9. Devon can use Client as reference if Client has provided permission for this to Devon.

2.10. All terms/deadlines that Devon has committed to are indicative and will only be fatal terms if this is explicitly agreed in writing between Devon and Client.

3. Prices and payment

3.1. All prices are in Indian Rupees and excluding service tax and value added tax (VAT) and other levies which are imposed by the government, shall be in addition to the Service fees of Devon. Prices mentioned in these terms and conditions are inclusive of income and other like taxes.

3.2. Devon is entitled to increase the rates of current agreement commencing on 1 January of each year the agreement is in force, at its sole discretion.

3.3. Devon is in all events entitled to adjust the agreed prices and rates, by means of written notification to Client, for activities that in accordance with the planning concerned, or in accordance with the Agreement, will be delivered at a point in time that is at least three months after the date of this notification.

3.4. If Client does not wish to agree to an adjustment made by Devon of prices and rates as referred to in article 3.2., Client is entitled to cancel or terminate the agreement in writing within five working days from receiving the notification referred to in those articles. The termination will become effective from the date stated in the notification from Devon, on which the price or rate adjustment would come into effect. In the case of services provided beyond the termination date, these services will be invoiced according to the former price or rate. Further, the client shall make outstanding payments for all services rendered

by Devon till the date of termination.

3.5. All invoices will be paid by Client in accordance with the payment terms stated in the invoice. In the absence of specific conditions, Client will make the payment within thirty (30) calendar days from the invoice date.

3.6. If Client does not pay the amounts owed within the period as referred to in article 3.4, Client will, without the need for any notice of default, owe interest of 10% over the outstanding amount on an annual basis of the invoice amount.

3.7. If Client after notice of default continues to fail to pay the claim, Devon reserves the right to terminate the arrangement with immediate effect and initiate legal proceedings against the client in accordance with the section governing dispute resolution under these terms and conditions for recovery of such outstanding payments.

3.8. If Client acts in conflict with article 3.4, 3.5 or 3.6, Devon is entitled to suspend the agreed activities, without releasing Client from its obligations toward Devon. In that case Client is also obliged to pay Devon for the damage suffered by Devon from the time of the suspension. If the reason for suspension continues, Devon is entitled to limit its damage by placing the Professional elsewhere, without this providing an attributable shortcoming on the part of Devon. If the reason for suspension is eliminated, Devon will resume its activities at the earliest possible date. If the same Professional is no longer available and if a replacement is not immediately available, this is on the account and risk of Client.

3.9. Devon is at all times entitled to require Client to provide security by making an advance payment or even payment in full in advance, prior to

Devon proceeding to performance of the agreement. Devon has the right to exempt advance payments with outstanding invoices, regardless to which Agreement the advance payment relates and/or to which Agreement the outstanding invoice relates.

3.10. Complaints about invoices must be submitted to Devon exclusively in writing and within five (5) working days from the invoice date. Complaints made in another manner, or, as the case may be, that arrives later at Devon, have no value whatsoever and can not cause any legal effect.

3.11. All amounts charged to Client must be paid without reduction or deduction. Client is not entitled to setoff. Furthermore, Client does not have the right to suspend any payment obligations towards Devon.

3.12. Client will receive invoices in Indian Rupees including all taxes and all other applicable charges and levies, in accordance with Indian laws.

4. Contract term and termination

4.1. Every party is entitled, without further notice of default and without prior judicial intervention, with immediate effect, to terminate an agreement wholly or in part for the future and/or to cancel a payment if

- The other party causes a material breach of any obligation ensuing from the Agreement and such breach is not remedied within four weeks from written notification thereof by the party first mentioned;
- The other party applies for moratorium, during the event of liquidation or a strategic sale;
- The other party is declared bankrupt or, as the case may be, comes under the statutory

arrangement for debt rescheduling;

- Seizure is made to the goods made available by or on behalf of other party - in the context of an agreement or appendices - and this seizure is not withdrawn within a week.
- The other party is a legal entity and a third party acquires shares in, or the assets from, the other party as a result of which the other party comes under control of the third party. The other party must immediately inform the counterparty hereof.
- The other party is a legal entity and this is dissolved.

4.2. The expiration or termination of this Agreement for any reason will not release the Client from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4.3. Upon the termination or expiry of the Agreement or within five (5) days after the written request of Devon, the client shall, subject to the terms of this Agreement:

- Deliver to Devon any of Devon' Confidential Information in the Client's possession or control that is reasonably capable of being delivered; and
- Irretrievably delete, erase or otherwise destroy all Confidential Information in the Client's possession belonging to Devon or control that is not capable of being delivered to Devon and confirm in writing that the Client has done so.
- Deliver to Devon all deliverables completed and accepted until the date of termination for which no payment has been made by the

Client and the deliverables in which Devon has right, title and interest.

- 4.4. In all cases in which the Agreement with Client ends, the terms and conditions as described in this agreement that govern the relations between parties remain in so far as this is necessary for the settlement thereof, or in so far as this ensues from the nature of the clause concerned.

5. Ownership rights and non-compete clause

- 5.1. All products, documentation, computer programmes, source code, software products, system designs developed at the behest of Client and/or every tangible form of work that is delivered by Devon under this agreement are the exclusive property of Client. All ideas, concepts, designs, techniques, procedures, methods, tools and improvements regardless whether or not they can be patented and that are the result of the work at the behest of Client, will be the property of Client. The property will be automatically transferred when all invoices are paid by Client.

The methods developed by Devon and used for executing the Services will at all times remain property of Devon.

- 5.2. All sources, screen designs, technical designs, documentation, maintenance plans, tools and general application structure will be treated with strict confidentiality.
- 5.3. During a period from the date of the Agreement until twenty four months from completion or termination thereof, the Client is not permitted, without having acquired prior written permission, to employ, or contract on whatsoever basis, or offer

employment to any staff member of Devon who has been involved in the delivery of the Services. Unless explicitly agreed otherwise, in case of breach there will, without judicial intervention and notice of default, be an immediately due and payable financial penalty, not subject to any moderation, to the amount of twice the daily Devon rate of the employee concerned, charged for each day of breach. Furthermore, Devon is entitled to claim full compensation if the damage is more than the amount stated.

6. Non-disclosure

- 6.1. During the term of this agreement and thereafter both parties will at all times treat the information of the other party as confidential and will not make the information known to third parties or make any unauthorised use, internal or external, of any information acquired.
- 6.2. Parties are obliged to also impose the duty of confidentiality referred to in article 6.1 on their employees. The Professionals that are deployed for the execution of the Agreement have signed a contract in which the non-disclosure is recorded.
- 6.3. The duty of confidentiality will not apply if one of the parties can demonstrate that:
- the information is available to the public;
 - the information was previously known to party;
 - the information from a third party is received without any non-disclosure clause;
 - permission is acquired from party for the making use of and disclosure of the information.
 - The information is required to be shared pursuant to an order or a court, or any other regulatory or quasi-judicial authority or as per requirement of any applicable law. In such scenario, the

receiving party of the confidential information, if permitted legally, shall provide advance notice of such disclosure to the disclosing party of the confidential information so that the disclosing party may obtain injunction against or restrict such disclosure.

- 6.4. Devon will be able to use third parties for the activities in the context of the performance of the Agreement. Client may only refuse this permission on compelling grounds. Devon will ensure that the same duty of confidentiality that applies to employees of Devon is imposed on third parties as described in article 6.2.

7. Disclaimer of Warranty

- 7.1. Devon shall not be obligated to provide warranty or support services for any claims resulting from:
- a) improper site preparation, or site or environmental conditions that do not conform to Devon's specifications;
 - b) Client's non-compliance with Specifications;
 - c) improper or inadequate maintenance or calibration;
 - d) Client's or third-party media, software, interfacing, supplies, or other products; modifications not performed or authorized by Devon;
 - e) virus, infection, worm or similar malicious code not introduced by Devon; or
 - f) abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by the client, or other causes beyond Devon's control.

8. Liability

- 8.1. Devon is not liable for any damage that occurs as a result of instructions that Client provided in writing or verbally provides (has provided). Client is fully responsible for the information provided by him/her/it.
- 8.2. Devon is not liable towards third parties for whatsoever damage. Client indemnifies Devon for all claims that can result therefrom including product liability. Client is responsible for the acceptance and validation of products/services that are delivered or provided by Devon.
- 8.3. If Devon does not fulfill its obligations due to a force majeure event then Devon shall not be liable for delay or failure in performance of the Services. In so far as the fulfilment remains impossible, its obligations are suspended.
- 8.4. If Devon at the commencing of the force majeure has already partially fulfilled its obligations, or can only fulfil part of its obligations, Devon is entitled to separately invoice for the already delivered respectively deliverable part of the Service, and Client is obliged to pay this invoice as if it concerned a separate Agreement.
- 8.5. Force majeure of Devon within the meaning of this article includes every circumstance outside the control of Devon, as a result of which the fulfilment of its obligations toward the Client is wholly or in part hindered or as a result of which the fulfilment of such obligations cannot reasonably be expected of Devon, regardless of whether that circumstance at the time of the concluding of the Agreement was foreseeable. This circumstance includes in any event but not exclusively: obligations imposed by governmental authorities that have consequences for the provision of the Service, disruptions in systems that form part of the Internet, disruptions in the

telecommunication-infrastructure,
power failure of electricity supply at
Devon.

8.6. None of the parties is liable for delays or reductions of the service provision in case of natural disasters, such as tidal waves, epidemics or pandemics, rebellion, fire, earthquake, cyclones, implementation of martial law, strikes or failure of communication facilities of which the cause lies outside the responsibility of a party.

8.7. Devon will be liable as follows:

- a) in the event that staff of Devon during or in connection to the execution of Services caused injury to persons or damage to goods, the liability of Devon and its staff will be limited to the maximum amount that in applicable cases will be paid out by the insurance company of Devon;
- b) in the event that Devon has not exercised suitable care in the Service Provision and in other respects has not carried out the agreed Services, Devon will only be liable, after the Client has first given notice of default in writing to Devon and given Devon the opportunity to rectify this defect with reasonable care or to carry out the agreed Services at a later date.

In any event the liability for shortcomings of Devon will be limited to the amount of the fee that Devon has received for its activities in the context of the order. In case of orders that have a longer duration than half a year, a further limitation applies to the liability referred to here, to no more than the invoice amount over the last six months.

8.8. Any claims by the Client in the aforesaid must be submitted within half a year after delivery of products

or services, in the absence of which Client has forfeited its rights.

8.9. No other requirements or guarantee obligations of whatsoever nature apply to Devon. Under no circumstance whatsoever will Devon, on the basis of the Agreement, due to wrongful act or as the case may be otherwise be liable for damage consisting of:

- Lost profits and missed orders and contracts;
- The saleability, suitability, functioning and use of a product (including software) that is the result of the Services delivered;
- Or any (other) consequential damage, indirect or resulting damage.

8.10. The Client hereby agrees to defend, indemnify, and save harmless Devon and its officers and directors, employees, agents, and representatives from and against all losses, claims, costs, liabilities, or expenses, whether based in claims of tort or contract (including court costs and attorney fees) that may be incurred or sustained by Devon due to the Client's breach of the terms of this Agreement, negligence, fraud, gross misrepresentation or breach of confidentiality obligations.

8.11. Further, the Client, shall at its own expense, indemnify, defend and hold harmless Devon and/or its officers, directors, employees, representatives and agents, against any third party claim, demand, suit, action, or other proceeding brought against Devon, or its directors, officers and/or employees, and all damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorneys' fees) to the extent that such claim, suit, action or other proceedings is based on or arises on account of any breach of the terms and conditions of this Agreement.

- 8.12. Further, the Client, shall at its own expense, indemnify, defend and hold harmless Devon and/or its officers, directors, employees, representatives and agents ("**Devon Personnel**") against death or bodily injuries caused to one or more Candidates during the course of providing Services to the Client.

9. Applicable forum and choice of law

The laws of republic of India exclusively applies to the Agreement and the General Terms and Conditions. Any disputes will be resolved by courts in Bangalore, Karnataka, India.