



SPECIAL TERM AND CONDITIONS FOR SERVICES

These Special Terms and Conditions for Services (“**Special Terms**”) shall apply to the Services being provided by the Supplier to Cognizant.

1. GENERAL

All additional terms and conditions for the Services by Supplier, which will be in addition to the General Terms, shall be governed by these Special Terms, which shall be incorporated by reference in the Purchase Order. Capitalized terms used herein and not defined shall have the meanings assigned to such terms set forth in the General Terms.

2. DEFINITIONS

Unless defined elsewhere in the Agreement, the capitalized terms should have the meaning ascribed hereunder:

“**Deliverables**” means those specific Work Product which are explicitly identified as a “Deliverable” under the applicable Purchase Order and all Intellectual Property Rights subsisting therein.

“**Intellectual Property Rights**” means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected now existing or hereafter filed, issued, or acquired.

3. INTELLECTUAL PROPERTY

3.1 All Deliverables, documentation, ideas, improvements, processes and materials that Supplier develops, makes, conceives, or devises, either solely or jointly, both as individual items and/or a combination of components in connection with the Services (“**Work Product**”), and all intellectual property rights in and to such Work Product and any derivatives thereof, shall be owned exclusively by Cognizant and shall be deemed works “made for hire”. In the event any such Work Product may not, by operation of law, vest exclusively in Cognizant or be deemed works “made for hire”, Supplier hereby irrevocably assigns, and shall cause its personnel to irrevocably assign, at the time of creation of the Work Product, without any requirement of further consideration, all right, title, and interest Supplier, or its personnel may have in such Work Product, including any intellectual property rights pertaining thereto.

3.2 Cognizant acknowledges that, as part of performing the Services, Supplier personnel may utilize proprietary software, methodologies, tools, specifications, ideas, knowledge or data which has been originated or developed by the personnel of Supplier or third party providers (collectively, “**Supplier Property**”) prior to commencement of the Services. To the extent such Supplier Property is utilized as part of the Services or Deliverables or otherwise required for the functionality of the Services or Deliverables, Supplier will identify such Supplier Property in the applicable Purchase Order. Supplier hereby grants Cognizant (or shall obtain for Cognizant) an irrevocable, perpetual right and license to use such Supplier Property in order to exercise its rights in and to the Services and Deliverables.

4. DELIVERABLES AND ACCEPTANCE

4.1 Deliverables, including all software Deliverables and documentation for such software, will be subject to acceptance by Cognizant. The acceptance criteria for each of the Deliverables will

be set forth in the applicable Purchase Order or, if not so specified, shall be at Cognizant’s sole reasonable satisfaction. Deliverables shall not be deemed accepted until Cognizant has notified Supplier in writing of its acceptance. If Deliverables are provided in stages, Deliverables will not be deemed accepted until all Deliverables have been completed and delivered to Cognizant and Cognizant has accepted the complete system.

4.2 If any Deliverable fails acceptance but in Cognizant’s opinion is curable, then Cognizant will notify Supplier specifying the respects in which such Deliverable does not conform. Thereafter, Supplier shall promptly modify such Deliverable (in accordance with the service levels set forth in the applicable Purchase Order) to so conform and the Deliverable will be resubmitted for acceptance by Cognizant.

4.3 If Supplier is unable to remedy any non-conforming portion of any Deliverable in a timely manner and/or if the Deliverable, in Cognizant’s opinion is incurable, Cognizant may terminate the Agreement by giving a written notice to Supplier and Supplier will promptly refund to Cognizant all amounts paid to Supplier under the Agreement.

5. PROPER PERFORMANCE

If any services, functions or responsibilities not specifically described in the Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with the Agreement, they shall be deemed to be included within the scope of the Services to be delivered at no additional cost to Cognizant, as if such services, functions or responsibilities were specifically described in the Agreement. Except as otherwise expressly provided in the Agreement, Supplier shall be responsible for providing the facilities, personnel, equipment, software, hardware and other resources necessary to provide the Services.

6. REPRESENTATION AND WARRANTIES

Supplier represents, warrants and covenants that: (a) it has the required experience, expertise and requisite skills in performing the Services covered under the Agreement and that Supplier personnel providing Services possess the professional and technical skills required to perform such Services; and (b) the media on which the software and/or Deliverable is provided by Supplier will be free from any manufacturing defect and will not contain, nor will Supplier under any circumstance introduce, any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise cause any software to become inoperable or incapable of being used in the full manner for which it was designed and created.

7. NON-SOLICITATION

During the term hereof and for a period of twelve (12) months thereafter, Supplier shall not, directly or indirectly, solicit for employment or employ, or accept services provided by, any employee, officer or independent contractor of Cognizant who performed any work in connection with or related to the Services.

8. INSURANCE

Supplier shall maintain during the term of this Purchase Order an insurance policy insuring Supplier’s contractual liability under this Purchase Order. Supplier shall forward to Cognizant satisfactory evidence of the existence and terms of such policy within a reasonable period of time after Cognizant has requested that Supplier maintain such a policy. Notwithstanding the foregoing, at



minimum, if Supplier is providing services to Cognizant, Supplier shall have and maintain policies of insurance for worker's compensation for Supplier, its employees and any subcontractors, agents or representatives, unless such subcontractors, agents or representatives can demonstrate to Supplier their own such insurance policies; and policies of insurance for general liability at limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

9. DATA SECURITY

9.1 Unless expressly stated in the Agreement, Supplier shall not use any Confidential Information, received by or given access to Supplier by Cognizant during the course of performing Services. Supplier further represents and warrants to ensure best efforts and shall promptly incorporate reasonable steps, including but not limited to, administrative, technical and physical safeguards, to protect all Confidential Information and comply with requirements mandated under applicable laws and regulations and Cognizant's instructions, policies and procedures pertaining to the safeguarding, protection, privacy, security, encryption, unauthorized disclosure, breach notification and disposal of information used, maintained, and/or accessed.

9.2 Supplier shall notify Cognizant immediately (but in any event within 24 hours) of becoming aware of any actual or potential security or privacy breach. Any failure of Supplier to provide such notice shall be considered an irremediable material breach of the Agreement. Supplier agrees to provide complete support towards any resulting investigation process. Supplier shall immediately investigate the breach and implement all measures required to fix the breach and prevent it from happening again. Cognizant's knowledge of, or response to, any such notice, whatever form that may take, does not affect any of Supplier's obligations, or any rights of Cognizant, under the Agreement. If Supplier fails to comply in any respect with all of these requirements, then Cognizant may immediately terminate the Agreement.

9.3 Upon termination or expiration of the Agreement for any reason, Supplier shall not retain any Confidential Information in their environment other than for the purposes of regulatory obligation and (or) as requested by Cognizant. Supplier shall promptly inform and take a written consent from Cognizant, to destroy such Confidential Information according to the requirements. Supplier shall take appropriate measures to properly dispose the available Confidential Information, whether it is in paper, electronic or other form.

9.4 Upon Cognizant's request, for troubleshooting purposes, authorized Supplier personnel shall be provided with necessary access. For the avoidance of doubt, maintenance access will be provided through Cognizant controlled access. Direct connectivity access to the hardware or software for the provision of such maintenance shall not be provided.

9.5 Supplier shall not sub-contract or otherwise delegate all or any part of its processing of Confidential Information to any other person or entity, without Cognizant's prior written consent, other than for the purposes of performing the Services as mutually agreed to by the parties. The Supplier shall ensure that the third party providers will agree, in a written contract to comply with the applicable standards, procedures and all the clauses mentioned in this Agreement.