

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is in pursuance to the Subscription Agreement (SA) entered into between GTID and Customer.

This **Professional Services Agreement** (this "Agreement"/ "PSA") contains the terms and conditions that govern the provision of professional services by GTID under this Agreement in pursuance of the Subscription Agreement (SA) and the Customer Access Agreement (CAA) and is an agreement between GTID (for and on behalf of its subsidiaries and affiliates) and Customer as mentioned in the (SA). This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, discussions, negotiations, letters, proposals and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Customer through its Personnel represents to GTID that they are lawfully able to enter into contracts. Personnel entering into this Agreement on behalf of the Customer, represent to us that they have the legal authority to bind the Customer. If Individual is entering into this Agreement for an entity, such as the company he/she works for, you represent to us that you have legal authority to bind that entity.

### 1. Professional Services

**1.1. Provision of Professional Services** Customer agrees to retain GTID to perform the Professional Services and prepare deliverables, in each case as described in individual Statements of Work agreed upon and entered into by the parties from time to time ("Deliverables"). GTID agrees to furnish the Professional Services and prepare the Deliverables on the terms and subject to the conditions set forth in this Agreement.

#### 1.2 Statements of Work

**1.2.1.** The Statement of Work will be agreed between the parties to demonstrate the scope of services to be provided by GTID and the corresponding commercials...

**1.2.2.** GTID shall provide the Professional Services at the locations specified in the applicable Statement of Work. Each Statement of Work may include rates, which override any rates mentioned in Annexure-B of the Subscription Agreement (SA).

**2. Project Managers** Each party shall designate a "Project Manager" under each Statement of Work who shall be the principal point of contact between the parties for all matters relating to that Statement of Work

**3. Customer's Facilities** When Professional Services are provided at a Customer facility, Customer shall provide work space and other facilities consistent with the requirements of the applicable Statement of Work. GTID shall cause its personnel at Customer's facility to comply with Customer's (a) safety and security rules and other rules applicable to those working in the facility, and (b) policies concerning access to and security of any Customer computer system to which GTID may have access; provided that Customer has provided GTID with copies of such rules and policies. To the extent any change by Customer in such rules and policies results in an increase in GTID's cost of providing the Professional Services, the Professional Services Fees shall be adjusted equitably. Customer at its cost, shall, make its facilities available to GTID's personnel to work outside regular business hours if reasonably requested by GTID.

### 4. Obligations of Customer

**4.1.** As applicable, Customer shall provide information concerning the Customer's operations, , as may be required by GTID in order to perform the Professional Services. Customer will be responsible for, and assumes the risk of, any problems, delays or extra costs arising out of the content, accuracy, completeness, and/or inconsistency of information supplied by Customer.

**4.2.** Customer shall provide appropriate personnel to work with GTID 's personnel in connection with the Professional Services. Customer's failure to assign personnel having skills commensurate with their role with respect to such engagement could adversely affect GTID's ability to provide the Professional Service or provide them efficiently or in a timely manner. If GTID becomes dissatisfied with any of personnel providing assistance in delivery of Professional Services, GTID may notify Customer of the details of its dissatisfaction, and the parties shall cooperate to remedy the problem as soon as reasonably possible.



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- 4.3.** Customer shall co-operate with GTID to the maximum extent possible to facilitate timely completion of the Professional Services under each Statement of Work.
- 4.4.** If, at any time, Customer is not adequately prepared to comply with any of its responsibilities under this Professional Services Agreement or any Statement of Work or is responsible for any delay that results in GTID being unable to commence or to perform the Professional Services, Customer shall pay GTID for keeping GTID's resources idle at then-current time and materials rates for such idle resources, and GTID shall not be responsible for the consequences to Customer or any other person of any such delay.
- 5. Customer Materials** Customer acknowledges and agrees that GTID, in performing its obligations pursuant to this Professional Services Agreement, may be using data, material, and other information furnished by Customer. GTID shall be entitled to rely upon the accuracy and completeness of such information in performing the Professional Services without any independent investigation or verification thereof.
- 6. Safety & Insurance.** The safety of GTID personnel rendering Service at Customer site shall rest with the Customer. Customer shall at all times maintain adequate insurance cover against any accident, bodily injury or such other applicable cover to protect GTID Personnel working at Customer Site.
- 7. Changes in GTID Personnel Requested by Customer** If Customer becomes dissatisfied with any of GTID 's personnel providing the Professional Services, Customer may notify GTID of the details of its dissatisfaction, and the parties shall cooperate to remedy the problem as soon as reasonably possible.
- 8. Economic Terms**
- 8.1. Professional Services Fees.** Customer shall pay to GTID the Professional Services Fees set forth in the applicable Statement of Work. Unless otherwise expressly set forth in the applicable Statement of Work, the Professional Services shall be performed by GTID on a time and materials basis as set forth in Annexure B of the Subscription Agreement (SA). Any rates specified in a Statement of Work shall be applicable only to the Professional Services provided under that Statement of Work. Any number of work days necessary for the completion of certain Professional Services specified in a Statement of Work is an estimate only and is subject to periodic review and adjustment by GTID in its discretion. If a statement of work provides for a fixed fee, the fixed fee shall be subject to adjustment in accordance with Section 4.5 above.
- 8.2. Expenses.** Customer shall reimburse GTID its actual out-of-pocket expenses (including, without limitation, for travel and living expenses) as reasonably incurred by GTID in connection with its performance of any of the Professional Services rendered at Customer site. . Without limiting the generality of the forgoing, Customer will reimburse GTID for the cost of a hotel room or other lodging for each of GTID's personnel working at or near Customer's site on Customer's project., Customer shall ensure that their site is equipped with a working phone, an Internet connection or access and a desk and shall have an automobile available (rented or otherwise) for the use of GTID's employee. The reimbursement for each such personnel shall be based on the maximum daily lodging and meal and incidental expense allowance for the applicable location promulgated from time to time under applicable laws of the country in which the Service is being rendered.
- 9. Term & Termination**
- 9.1.** The term of this Agreement shall commence on the Effective Date of signing the SA and shall remain in effect until terminated in accordance with Section 9.2.
- 9.2. Termination**
- 9.2.1. Termination Without Breach** Either party may terminate this Agreement for any reason upon 30 days' prior written notice to the other party if there are no outstanding Statements of Work. In case there are one or more outstanding Statements of Work, any outstanding Statement of Work must be completed before the effectiveness of the termination of this Agreement.
- 9.2.2. Termination for Breach** Either party may terminate this Agreement or any Statement of Work hereunder at any time on written notice to the other party if such other party breaches any material term or condition of this Agreement, any Statement of Work, or Customer Access Agreement (CAA) and does not cure such breach within 30 days following its receipt of written notice thereof from the terminating party. Such notice shall specify whether this Agreement and



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all Statements of Work are being terminated or if only one or more Statements of Work are being terminated specifying the Statement(s) of Work to be terminated.

**9.2.3. Additional Termination Rights of GTID.** GTID shall have the right to terminate this Agreement (in whole or in part), or any Statement of Work immediately, upon written notice if Customer (a) fails to pay any amounts specified in the this Agreement, SOW or the SA within 45 days of their due date, or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency whether domestic, foreign, or has been liquidated voluntarily or otherwise.

### 9.3 Upon Termination

**9.3.1.** In the event of a termination by GTID under Sections 8.2.1 and 8.2.2 (a) of this Agreement, Customer shall cease all use of the Deliverables, promptly deliver the Deliverables to GTID (together with all copies thereof), and provide to GTID written certification of Customer's compliance with the foregoing.

**9.3.2.** Upon any termination of this Agreement, Customer shall pay GTID for all Professional Services furnished out of pocket expenses prior to the effective date of the termination (or, if the termination affects only a single Statement of Work, then the amounts due and owing as of the effective date of termination of the effected Statement of Work). In addition, Customer shall reimburse GTID for all expenses for which Customer is responsible under this Agreement (including, without limitation, those covered by Section 6.2).

**9.3.3.** The provisions of Sections 8,10,11,12 of this Agreement and the relevant provisions of SA and CAA that survive termination of the SA and CAA shall survive the expiration or termination of this Agreement.

### 10. Non-Solicitation; Non-Hire.

Customer agrees that during the period commencing on the Effective Date and continuing through the 2 years period that begins on the date of the last to expire or terminate of this Agreement, SA or the CAA. Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit, engage as an independent contractor, hire, or attempt to persuade any person to terminate such person's employment with GTID, whether such person is a full-time employee or whether such employment is pursuant to a written agreement or is at will.

### 11. imitations of Liability

**11.1. Damages** SUBJECT TO SECTION 11.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ATTRIBUTABLE TO A BREACH OR ALLEGED BREACH OF ANY OF THE AGREEMENTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL BE APPLICABLE EVEN IN THE EVENT OF A FAILURE OF AN EXCLUSIVE REMEDY AVAILABLE TO A PARTY UNDER ANY OF THE AGREEMENTS TO ACHIEVE ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GTID BE RESPONSIBLE OR LIABLE FOR (A) ANY CORRUPTION, DAMAGE, LOSS, OR MISTRANSMISSION OF DATA, (B) CUSTOMER'S RELIANCE ON THE ACCURACY OR FITNESS OF RESULTS OBTAINED BY USING THE SOLUTION, THE UPDATES, THE DELIVERABLES, OR THE SERVICES, (C) THE SECURITY OF DATA UPLOADED ON THE SOLUTION AND ALSO DURING TRANSMISSION VIA CUSTOMER'S INTERNAL NETWORKS OR VIA PUBLIC TELECOMMUNICATIONS FACILITIES, OR STORAGE OF DATA (D) HARDWARE, SOFTWARE, OR OTHER ITEMS OWNED BY CUSTOMER OR THAT ARE THE PROPERTY OF A THIRD PARTY (INCLUDING, WITHOUT LIMITATION, COMPONENTS OF THE DESIGNATED OPERATING ENVIRONMENT).

**11.2. Maximum Aggregate Liability** SUBJECT TO SECTION 11.3, IN NO EVENT SHALL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS CONCERNING THE SOLUTION, THE UPDATES, THE DELIVERABLES, THE SERVICES, OR ANY OTHER MATTER COVERED BY THE AGREEMENTS, REGARDLESS OF THE FORM OF ACTION, INCLUDING AN ACTION OR CLAIM FOR INDEMNITY, EXCEED THE AMOUNTS PAID BY CUSTOMER TO GTID IN THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST

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EVENT GIVING RISE TO SUCH LIABILITY PAID UNDER THAT SPECIFIC AGREEMENT UPON WHICH THE CLAIM IS BASED.

**11.3. Exceptions** The limitations of liability herein shall not apply with respect to (a) any claims of bodily injury or damage to tangible property resulting from willful misconduct or gross negligence, (b) any breach of the confidentiality obligations set forth in CAA, or (c) a breach by Customer of this Agreement.

**11.4. Data Loss** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE USE OF COMPUTER PRODUCTS AND SERVICES (INCLUDING, WITHOUT LIMITATION, THE SOLUTION, THE UPDATES, THE DELIVERABLES, AND THE SERVICES) ENTAILS A SUBSTANTIAL RISK OF LOSS, DAMAGE, CORRUPTION, OR MISTRANSMISSION OF STORED DATA ("LOSS OF DATA"). CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT INDUSTRY STANDARDS DICTATE CUSTOMER'S SYSTEMATIC USE OF PRODUCTS THAT PROVIDE COMPREHENSIVE BACK-UP OF DATA AND SOFTWARE SO AS TO PREVENT SUCH LOSS. CUSTOMER ASSUMES ALL RISK OF LOSS OF DATA IN ANY WAY RELATED TO OR RESULTING FROM CUSTOMER'S USE OF THE SOLUTION, THE UPDATES, OR THE DELIVERABLES, OR FROM CUSTOMER'S RECEIPT OF THE SERVICES.

**12. Disclaimer of Warranties** EXCEPT AS EXPRESSLY SET FORTH IN THE CAA, GTID DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOLUTION, THE UPDATES, THE DELIVERABLES, OR THE SERVICES AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS HIGHLY ADVISABLE IN ALL CIRCUMSTANCES TO OPERATE A PRE-PRODUCTION ENVIRONMENT IN WHICH CUSTOMER MAY TEST THE SUITABILITY OF THE SOLUTION, THE UPDATES, AND THE DELIVERABLES FOR USE WITH CUSTOMER'S PRODUCTION DATA AND GTID HEREBY DISCLAIMS (WITHOUT LIMITING THE GENERALITY OF ANY OF THE OTHER DISCLAIMER LANGUAGE IN THIS SECTION 12) ANY LIABILITY RESULTING FROM CUSTOMER'S FAILURE TO DO SO.

\* PSA is subject to revision.

**End of PSA**