#### SOCIAL PLATFORMS TERMS OF USE AND PRIVACY POLICY

## <u>Purpose</u>

Virtusa Corporation, including its subsidiaries and affiliates (the "Company") recognizes that the social platforms provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media platforms. **Internal social platforms** such as Yammer, V+ and **external social platforms** such as Facebook, LinkedIn, Twitter, Pinterest etc.

To minimize business and legal risks and to ensure that the Company's IT resources and communications systems are used appropriately the Company expects its employees, temporary resources and contractors to adhere to the following guidelines and policies regarding use of internal and external social media.

## **Respect Personal Information and Intellectual Property right**

If you do post feedback, comments, questions, data, and other information related to personal information and not any information which is confidential or owned by the Company or subject to any non-disclosure agreement or policy of the Company ("Personal User Content") or any other content not covered by the foregoing ("Other Content", and together with Personal User Content, "Content"), you are solely responsible for your Personal User Content and Other Content that you upload, publish, display, link to or otherwise make available (hereinafter, "post") on Virtusa's social media sites,

You agree not to post Personal User Content or any Other Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, pornographic; incites violence; or contains nudity or graphic or gratuitous violence or otherwise objectionable; (v) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vii) contains any information or content that you know is not correct and current.

You agree that any Personal User Content and Other Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. You understand that publishing your Personal User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

You should treat the Company's trade secrets and other confidential information and intellectual property accordingly and not do anything to jeopardize them through your use of social media. In addition, you should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for yourself and for the Company.

The Company can remove any Content or information you post on the Company's social media sites if the Company believes that the Content violates this Statement or our policies.

If you repeatedly infringe other people's intellectual property rights, the Company will disable your access to the Company's social media sites when appropriate.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

The Company takes no responsibility and assumes no liability for any Personal User Content or any Other Content that you or any other users or third parties post or send over the Company's social media sites. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any Personal User Content or Other Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Company's social media sites, is solely your responsibility. The Company is not responsible for any public display or misuse of your Personal User Content or any Other Content. You understand and acknowledge that you may be exposed to Personal User Content or any Other Content that is inaccurate, offensive, indecent, or objectionable, and you agree that the Company shall not be liable for any damages you allege to incur as a result of such Personal User Content or Other Content and, to the extent permitted by

applicable law, you agree to indemnify and hold harmless the Company, its owners, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Company's social media sites.

You are solely responsible for your interactions with other uses of the Company's social media sites. The Company reserves the right, but has no obligation, to monitor disputes between you and other users.

All contents of the Company's IT resources and communications systems are the property of the Company. Therefore, employees, temporary resources, and contractors should have no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on the company's electronic information and communications systems.

You are expressly advised that in order to prevent misuse, the Company reserves the right to monitor, intercept and review, without further notice, every employee, temporary resource, and contractor's activities using the Company's IT resources and communications systems, including but not limited to social media postings and activities, and you consent to such monitoring by your acknowledgment of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

The Company also may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

#### **Protect Confidential Information or Trade Secrets**

Be thoughtful about what you post and how it might affect proprietary, confidential information and trade secrets. This includes both the Company confidential information and that of our clients.

## Protect Clients and Suppliers (applicable to external social platforms only)

Do not refer to our clients or suppliers by name or reveal any confidential information related to them without advance, written permission. Also, do not discuss or conduct business with clients or suppliers in an online forum.

# <u>Do Not Make Recommendations or References (applicable to external social platforms only)</u>

You should not provide references or recommendations for stakeholders on social or professional networking sites on behalf of the Company, as such references or recommendations can be attributed to the Company and could create legal liability for employees, temporary resources, or contractors and the Company (such as interference with prospective business contracts and allegations of wrongful termination). You, however, may make recommendations but only in your personal, individual capacity.

## **Do Not Use Company Social Media Sites for Information Harvesting**

You shall not to collect users' content or information, or otherwise access the Company's social media sites, using automated means (such as harvesting bots, robots, spiders, or scrapers) without prior permission.

#### **Your Use of Content**

The following restrictions and conditions apply specifically to your use of or access to the Content.

Content which you access is provided to you AS IS. You may access Content for your information and personal use solely as intended and as permitted under this Policy. You shall not copy, reproduce, distribute, transmit, upload, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of the Company or the respective licensors of the Content.

## **Do Not Interfere with Security**

You agree not to circumvent, disable or otherwise interfere with security-related features of the Company's social media sites or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

You agree not do anything that could disable, overburden, or impair the proper working or appearance of the Company's social media sites, such as a denial of service attack or interference with page rendering or other Company social media site functionality.

## Protect the Company's Goodwill, Brands, and Business Reputation.

You are personally responsible for what you communicate in social media. Remember that what you publish might be available to be read by the masses (including the company itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

Make it clear in your social media activity that you are speaking on your own behalf. Write in the first person and use your personal e-mail address when communicating via social media. Never post anonymously to social media sites when your post could be attributed to the Company (including its affiliates), customers, clients, business partners, suppliers, vendors or other stakeholders. Anonymous posts can be traced back to the original sender's email address. Follow all guidelines in this policy regarding social media postings.

If you disclose your affiliation as an employee, temporary resource of contractor of the Company, it is recommended that you also include a disclaimer that your views do not represent those of your employer. For example, consider such language as "the views in this posting do not represent the views of my employer."

Use good judgment about what you post and remember that anything you say can reflect on the Company, even if you do include a disclaimer. Always strive to be accurate in your communications about the Company and remember that your statements have the potential to result in liability for yourself or the Company. The Company encourages professionalism and honesty in social media and other communications.

# <u>Do Not Disclose Nonpublic Information (applicable to external social platforms only)</u>

As a public company with stock that is publicly traded, Virtusa Corporation (and thus, its subsidiaries) is subject to strict securities and disclosure laws and regulations on how, what and when information about the Company may be

communicated to the public. Inadvertent violations of these regulations can lead to serious consequences.

Because it can be difficult to determine what might constitute nonpublic information, you should avoid discussing any of the following topics (including just giving your opinion) unless you are specifically authorized to do so and you are familiar with the Company's Insider Trading Policy and Disclosure Policy:

- Business performance and prospects.
- The Company earnings.
- Business plans.
- Strategies.
- Corporate transactions, including:
  - merger and acquisition activity;
  - securities offerings or other financings; and
  - stock buybacks.
- Potential or existing litigation and other legal matters unrelated to terms and conditions of your or your coworkers' employment.
- Internal or government investigations unrelated to terms and conditions of your or your coworkers' employment.

# Respect Privacy, Copyright and Trademark Laws

To avoid violations of privacy, copyright and trademark laws, do not post audio, video, pictures or other content without the consent of those owning or appearing in the media. When quoting copyrighted work be sure to credit the original source and, if appropriate, add a link.

Only use Company logos and trademarks if you are specifically authorized to do so. If you are not authorized to speak on behalf of the Company, the Company's name or logos should not appear in your social media screen names or posts.

It is important for the Company to speak with one unified voice over social media. Limiting the use of Company logos and trademarks to Company-authorized social media communications can help readers and viewers understand when someone is officially speaking on behalf of the Company.

## **Compliance With Related Policies and Agreements**

Social media should never be used in a way that violates any other Company policy or employee. Temporary resource, or contractor obligation. If your social media activity would violate any of the Company's policies in another forum, it will also violate them in an online forum. For example, employees, Temporary resources, or contractors are prohibited from using social media to:

- Violate the Company's IT resources and communications systems policies.
- Violate the Company's confidentiality and proprietary rights policies.
- Circumvent the Company's ethics and standards of conduct policies.
- Engage in harassment.
- Circumvent policies prohibiting discrimination against current employees, temporary resources, contractors or applicants for employment.
- Violate the Company's privacy policies (for example, never access private password-protected sites of co-workers or other Company stakeholders without permission).
- Violate any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by creating an artificial "buzz" around our business, products or stock).

## **Think and Ask Before Posting**

Once something is posted on the internet, it can be impossible to completely delete. So think hard before posting anything that might be inconsistent with these guidelines. You can always validate the appropriateness of content from Global Head of Marketing.

# **Conduct not Prohibited by this Policy**

This policy is not intended to restrict communications or actions protected or required by state or federal law.

# **Virtusa Corporation**

#### ACKNOWLEDGMENT

I acknowledge that I have reviewed, un	<u> </u>
Company's Social Media Policy and agree to ab	ide by the provisions of the Code.
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Signature	
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Name (Drinted on type d)	
Name (Printed or typed)	
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Position	
Date	

#### **ACKNOWLEDGMENT OF RECEIPT AND REVIEW**

I, by clicking "Accept" hereby acknowledge as of the date hereof that I received and read a copy of the Company's Social Media Policy and understand that it is my responsibility to be familiar with and abide by its terms. I understand that the information in this Policy is intended to help the Company's employees, temporary resources and contractors to work together effectively on assigned job responsibilities. This Policy is not promissory and does not set terms or conditions of employment or create an employment contract.