

[DATE_____]

NAME OF USER (Contractor): _____]

USER ADDRESS: _____

RE: Sapient Internet and Virtual Private Network Terms of Service

Dear [USER NAME_____]:

Sapient Consulting Pvt. Ltd. ("Sapient") hereby grants _____ ("User") permission to access certain Sapient resources, as mutually agreed upon in writing herein by User and Sapient, via Sapient's Internet connections and Sapient's Virtual Private Network ("VPN, includes IPSec and SSL VPN") (collectively the "Services"). In the event that any of User's information is transmitted to Sapient in the course of such access User understands that the security of such transmitted information cannot be definitively guaranteed. User acknowledges and agrees that there are inherent limitations with secure transactions processing over Sapient's Services. Any breaches of security or delays in data transmission resulting from or relating to User's use of the Services is at User's sole risk and Sapient expressly disclaims any liability as to any such delay, security breach, unavailability or interruption of Sapient's Internet, VPN, the Services and any features thereof, and User's use of any equipment in connection with the Services.

1. USER RESPONSIBILITIES.

- a. User agrees to provide Sapient with accurate and complete registration information, and agrees to keep that information updated at all times. Failure to do so constitutes a breach of User's agreement with Sapient.
- b. User will receive a Sapient network password which User must keep secure and not disclose to anyone. User is solely liable for all activities conducted through its password on the Services. User agrees to immediately notify Sapient of any unauthorized use of its password or any other breach of security it knows of or suspects.
- c. The internal addresses, configurations, and related system design information for Sapient networked computer systems are restricted such that both systems and users outside the internal network cannot access this information without explicit Sapient approval. User agrees not to disclose any such Sapient information either explicitly provided or indirectly discovered.
- d. If there is no activity on User's workstation for twenty (20) minutes, User agrees that the system will automatically blank the screen and/or suspend the session. Re-establishment of the session will occur only after User provides a proper password.
- e. If User leaves a workstation while using the Services, User agrees to terminate all connections to the Services prior to leaving the workstation.
- f. User agrees to install and enable a commercially available Virus checking program on User's local workstation and agrees to maintain current definition files as provided by the Antivirus provider. As a reference Antivirus programs from Antivirus providers

such as Symantec, McAfee, Network Associates, Trend Micro, Grisoft AVG, Kaspersky Labs, F-Secure and Panda are recommended for Windows personal computers on which the VPN client will be installed. Sapient IT reserves the right to allow or deny VPN access depending on the Operating System and Antivirus program installed.

Additionally the Antivirus program must be configured for 'real-time' protection of the system and this feature must be enabled at all times as long as the VPN connection is in use. 'Real time' protection refers to automatic background scanning of files on the machine as they are created/deleted or accessed by the user or by a process. Please refer to the product document provided by the Antivirus provider for more information about this feature.

- g. User agrees to notify Sapient in writing or via electronic mail upon termination of it's need for access to the Services.
- h. User agrees to remove all software associated with the Services upon termination of the Services.

2. MAINTAINENCE AND SUPPORT.

The Services will be controlled and maintained by the Sapient IT team. These terms of Service may be changed without notice and will be communicated via User's Sapient Project Manager to the User by electronic mail.

Ongoing support will be available by sending an electronic mail to vpn@sapient.com with a detailed description of the issue with the VPN access.

- 3. PROPRIETARY RIGHTS. User acknowledges and agrees that the Services and any necessary software used in connection with the Service ("Software") contain Sapient's proprietary and confidential information which may include information about Sapient's business, business plans, customers, strategies, trade secrets, operations, records, finances, assets, technology, data and information that reveals the processes, methodologies, technology or know how by which Sapient's existing or future products, services, applications and methods of operation are developed, conducted or operated, this confidential and proprietary information is protected by intellectual property and other laws the confidentiality agreement signed by User as a condition of his or her involvement with Sapient. User agrees to hold in confidence, and not to disclose any person or entity any Sapient proprietary and confidential information. Except as expressly authorized in writing by Sapient, User agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Software, in whole or in part.

- 4. PROHIBITED USES. Use of the Services for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation is prohibited. User is prohibited from unauthorized access to any Sapient information systems not included in the Accessible Resources of paragraph 1 herein. User is prohibited from damaging, altering, or disrupting any Sapient Services, the security of these Services and the operation of these systems, including but not limited to tools which defeat software copy-protection, discover secret passwords, identify security vulnerabilities, decrypt encrypted files, or in any way permit unauthorized access. User also agrees not to use the Services to:

- a. use or transmit any material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material;

- b. harass others by "mail-bombing" or "news-bombing," or to threaten, defame, embarrass, or distress any other person or group for any reason;
 - c. forge any message header, in part or whole, of any electronic transmission, originating or passing through Sapien Services;
 - d. write, generate, compile, copy, propagate, execute, distribute, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software, including but not limited to any viruses, bacteria, worms, or any software intended to damage or alter a computer system without the owner's consent;
 - e. generate excessive network traffic, or disrupt newsgroups or e-mail through "auto-responders," "cancel-bots," post or send any chain letters or pyramid schemes; or
 - f. transmit harmful, defamatory, pornographic, obscene, vulgar or otherwise objectionable material.
5. CENSORSHIP OF DATA.
- a. The Services are Sapien's private business systems, and are not public forums subject to First Amendment free speech guarantees, therefore Sapien reserves the right to censor any data posted on the Services, its computers or networks.
 - b. Sapien reserves the right to remove from its information systems any material it views as offensive or potentially illegal, yet Sapien has no obligation to monitor the information content on or flowing through its information systems.
6. VIOLATION OF SERVICES.
- a. In the event of any actual or potential violation of the terms or conditions herein, Sapien reserves the right to suspend or terminate, either temporarily or permanently, any or all Services provided by Sapien, to block any prohibited activity, or to take any other actions as deemed appropriate by Sapien in its sole discretion. Users who violate these terms and conditions may additionally incur criminal and/or civil liability. Sapien may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with its investigations of any suspected civil or criminal violations.
 - b. Because Sapien uses access controls and other security measures to protect the confidentiality, integrity, and availability of the information handled by computers and communications systems Sapien may: (i) restrict or revoke User privileges, (ii) inspect, copy, remove, or otherwise alter any data, program, or other system resource that may undermine these objectives; (iii) take any other steps deemed necessary to manage and protect its information systems. Sapien may take these actions with or without notice to the User. Sapien disclaims any responsibility for loss or damage to data or software that results from its efforts to meet these security objectives.
7. INDEMNITY. User agrees to indemnify and hold Sapien and its affiliates, officers, employees and agents harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of the use of password on the Services, any Content User posts, emails, transmits, or relays to or through the Services, User's violation of the terms and conditions herein, and User's violation of any third party rights.
8. LIMITATION OF LIABILITY. IN NO EVENT WILL SAPIEN, ITS SUPPLIERS, ITS SERVICE PROVIDERS, OR OTHER THIRD PARTIES AFFILIATED WITH SAPIEN BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL PUNITIVE AND CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICES, ANY WEB SITES LINKED TO THE SERVICES, THE MATERIALS

OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, OR THE CONTENT ANYWHERE ON THE INTERNET, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED BY SAPIENT ON AN "AS IS" BASIS. NEITHER SAPIENT NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, THE CONTENTS, OR ANY INFORMATION MADE AVAILABLE BY OR THROUGH THE SERVICES. SAPIENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHERMORE, SAPIENT DOES NOT WARRANT THAT USE OF THE SERVICE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

By agreeing to these terms and conditions, User certifies that all information it supplies to the Services is true and correct to the best of its knowledge. If you, as User, agree to the terms and conditions of this letter, please sign and complete the applicable lines below and return the document to the Sapient Director/VP or PM (name mentioned below).

Respectfully,

Sapient Director/VP/PM - Sign Here

Date

Sapient Director/VP/PM Name - Print Here

Sapient Title

[Contractor Name – Print Here]

Date

[CONTRACTOR - SIGN HERE]

Contractor Title