

GENERAL SERVICES AGREEMENT

This General Services Agreement, dated as of 02-Sep-2022, is between Algoleap Technologies Pvt Ltd, a company incorporated under the Companies Act, 1956 with its registered office at Plot# 166, road #3,TMC,Mahendra Hills, East MArredpally,Hyderabad-500026, and ADP Private Limited, a company incorporated under the Companies Act, 1956, with its registered office One West Narsing Nanakramguda Service Rd, Financial District, Nanakaramguda Hyderabad Telangana 500008.

WHEREAS, the parties desire to enter into an agreement which will govern the relationship in which one party will acquire services from the other party;

NOW, THEREFORE, based on the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions; and

IN WITNESS WHEREOF, the parties have caused this General Services Agreement to be executed in their names as of the date written below.

ADP PRIVATE LIMITED

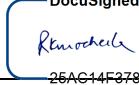
By: _____

Name: _____

Title: _____

Date: _____

VENDOR NAME

DocuSigned by:
By: _____

Radhakrishna
26AC14F3784E4D0...

Name: Radhakrishna Mocherla

Title: Director

Date: 02-Sep-2022

1. DEFINITIONS

- 1.1 "ADP" shall mean ADP Private Limited and its Affiliates.
- 1.2 "ADP Data" shall have the meaning set forth in the ADP Data Standards.
- 1.3 "ADP Data Standards" shall mean the data security and data privacy standards set forth in Exhibit A.
- 1.4 "ADP Project Manager" shall mean the ADP employee identified to Vendor as principal contact and manager for the Vendor Services.
- 1.5 "Affiliates" shall mean any individual, company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, a party hereto, with control being the ability, whether directly or indirectly, to direct the management and action of an entity by means of ownership, contract or otherwise.



- 1.6 "Agreement" shall mean collectively this General Services Agreement, the SaaS Services Attachment, any associated SOWs, as well as any amendments, addenda, attachments, exhibits, or schedules thereto.
- 1.7 "Confidential Information" shall mean information that is disclosed to the other party, including, but not limited, to trade secrets, methodologies, supplier lists, customer lists, customer data, cost and price data, business methods, business content, software, computer and telecommunications systems, records, technical processes and formulas, product designs, sales, unpublished financial information, product and business plans, usage rates, projections, marketing data and memoranda, papers, letters, e-mail, notes, plans, documentation, records and all copies thereof relating to the past current or future business or technology of the other party. For avoidance of doubt, Confidential Information includes ADP Data.
- 1.8 "Deliverable" shall mean any end product of a SOW, as well as any tasks, work and/or services required as part of Vendor's performance under a SOW.
- 1.9 "Effective Date" shall mean with respect to this Agreement and any SOWs thereto, the date given in the recitals of such document, or if no date is listed, then the date given for the signature of the later party to sign the document.
- 1.10 "Personnel" shall mean Vendor, its employees, agents, independent contractors and/or sub-contractors who perform the Vendor Services.
- 1.11 "SOW" or "Statement of Work" shall mean the written statement describing the Vendor Services to be performed by Vendor under this Agreement.
- 1.12 "Vendor" shall mean Algoleap Technologies Pvt Ltd.
- 1.13 "Vendor Services" shall mean services of any kind provided by Vendor under the Agreement, as well as any Deliverables.

2. THE AGREEMENT

- 2.1 The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter discussed herein and supersedes and replaces any and all prior agreements, written or oral. Any additional terms, including without limitation "shrink-wrap" or "click thru" agreements, delivered with any of the Vendor Services shall be of no force or effect. The Agreement may not be released, discharged, amended or modified in any manner except by an instrument in writing signed by both parties. FOR THE AVOIDANCE OF DOUBT, ANY REFERENCE TO WEB SITES OR EXTERNAL DOCUMENTS IN A SOW OR OTHER ORDERING DOCUMENT SHALL BE OF NO FORCE OR EFFECT ON THIS AGREEMENT.
- 2.2 In the event of a conflict between the terms of the documents comprising this Agreement, the order of precedence shall be this Agreement, the SaaS Services Attachment and then a SOW. The terms and conditions of SOW(s) are specific to the subject matter thereof and will never modify or amend the terms of any other SOW(s).

3. SERVICES. This Agreement shall govern all SOWs and service attachments executed hereunder. In consideration of the fees set forth thereon, Vendor hereby agrees to perform the Vendor Services outlined in any such properly executed SOW. All such SOWs shall reference this Agreement and shall become part hereof. Each SOW shall describe the Vendor Services to be performed, any Deliverables to be provided to ADP, the timeframe for the project, and the associated fees to be charged to ADP. Any changes, modifications or amendments to this Agreement and/or a SOW shall be made in writing and signed by both parties.

4. PERSONNEL

- 4.1 The Personnel shall perform their assignments at the site specified by the ADP Project Manager in charge of the applicable project.
- 4.2 While the Personnel are on ADP's premises, they shall comply with all of ADP's rules, regulations and policies concerning such matters as working hours (which will be established by the ADP Project Manager), holidays and ADP security measures. All Personnel who will have unescorted access to ADP premises and/or computer systems, or who will have access to any data or material that ADP, in its sole discretion, considers to be sensitive, shall be required to undergo background checks including: a) personal data verification; b) confirmation of education qualification of the Personnel from respective educational institution's records; c) confirmation of employment details (last 7 years) provided by the Personnel from the HR Dept. of the respective employer; d) professional reference check, including, collection of feedback on Personnel's conduct/professional reputation from the references provided by Personnel; e) address verification through site visit, including, confirmation of current/permanent/past residential address provided by the Personnel; f) court record search (criminal/civil records of the court having jurisdiction over the Personnel based on his/her address); g) India/Global Database Searches to check if the Personnel has any adverse history and h) other searches, if any, as required by ADP. The above background checks shall be conducted by the Vendor and the background verification reports shall be shared with ADP. Additionally, all Personnel will register with ADP security for the purpose of obtaining an ADP identification card which shall be returned to the ADP Project Manager upon: (i) termination of employment with Vendor; (ii) Agreement or SOW termination or expiration; or (iii) upon demand by ADP.
- 4.3 Upon ADP's request, the Personnel shall furnish the ADP Project Manager with periodic written reports relating to their performance of the applicable Vendor Service, which reports shall be at such intervals and in such form and shall cover such matters as the ADP Project Manager may determine.
- 4.4 ADP may, in its sole and absolute discretion, require the Vendor to replace any or all of the Personnel from the Vendor Services at any time, in which event ADP shall have no further obligations hereunder after any such request except to pay Vendor for the services satisfactorily performed by such Personnel prior to their replacement.
- 4.5 If any of the Personnel performing Vendor Services for ADP is terminated by Vendor for any reason whatsoever, or if ADP requires a replacement of any of the Personnel pursuant to Section 4.4 above, Vendor shall, upon ADP's request, promptly after the occurrence of any of the foregoing events, furnish ADP with replacement Personnel of experience at least equal to that of the replaced Personnel affected by the occurrence of such event.

- 4.6 ADP shall not be obligated to make any payment on account of the Vendor Services of any replacement Personnel for the number of hours required to train the applicable replacement Personnel so that such replacement Personnel can perform the assigned work in a manner equal to the replaced Personnel at the particular stage the assigned work had reached when the personnel change occurred.
- 4.7 Vendor shall be solely responsible for compliance with all applicable laws, rules, regulations, orders, notifications, and directions applicable in respect of its Personnel (including, but not limited to, the Contract Labour (Regulation and Abolition) Act, 1970, the Payment of Bonus Act, 1965, the Payment of Gratuity Act, 1972, the Minimum Wages Act 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, the Employee's Compensation Act 1923, the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 and shall maintain all proper records, registrations and licenses including, but not limited to, accounting records required under the applicable laws, or any code, practice or corporate policy applicable to it from time to time and shall ensure that the Vendor's sub-contractors are also compliant with the above vis-a-vis the sub-contractors' operations. ADP shall have the right to call for an inspection and the Vendor shall have the duty to provide the Vendor's records (including but not limited to Personnel related documents) at any point in time and on a regular basis.
- 4.8 The Personnel are and shall be, notwithstanding anything to the contrary contained herein, Vendor's employees or contractors and shall not for any purpose, be considered ADP's employees or contractors. ADP has no obligation to pay or contribute to (or provide) benefits, compensation, transport, insurance coverage or any other statutory employment or other related benefits for the Vendor's Personnel and Vendor shall be solely responsible for the payment of salaries of the applicable Personnel and all matters relating thereto, providing the requisite insurance, provident fund contributions, gratuity, bonus, workmen's compensation, insurance and other statutory benefits as may be applicable to Vendor's Personnel. For the avoidance of doubt, Vendor is responsible for the acts and/or omissions of all Personnel.

5. FEES AND PAYMENT

- 5.1 Fees. ADP or the applicable Affiliate shall pay Vendor the fees set forth in an applicable SOW for the Vendor Services procured under the Agreement.
- 5.2 Expenses. Unless provided otherwise in the applicable SOW, ADP shall reimburse Vendor for all reasonable expenses incurred by the Personnel in connection with the Vendor Services under the applicable SOW, provided that: (i) Vendor shall obtain ADP's written approval prior to incurring such expenses; (ii) Vendor provides ADP with itemized invoices with respect to such expenses; and (iii) Vendor furnishes ADP with receipted bills evidencing such expenses.
- 5.3 Invoices. Invoices for any fees specified in an applicable SOW, shall reference this Agreement and itemize all fees as set forth in the applicable SOW. Invoices shall be submitted by Vendor to the address specified in this Agreement or the applicable SOW.
- 5.4 Payment. ADP shall pay Vendor all undisputed amounts within Thirty (30) days of the date of receipt of a proper and accurate invoice. In the event payment is not made within forty-five (45)

days, Vendor shall give ADP written notice and ADP shall have fifteen (15) days from receipt of notice to make payment. Any and all payments due to Vendor pursuant to the Agreement, may, at ADP's option, be made via direct deposit or cheque. All payments under the Agreement shall be made in Indian Rupee.

- 5.5 Shipping Expenses. Vendor shall be responsible for all shipping expenses.
- 5.6 Taxes. It is clarified that all remuneration payments made by ADP to Vendor shall be subject to any requisite statutory deductions as may be necessitated by the provisions of the Income Tax Act, 1961 and any other pertinent enactments/rules. Provided, however, ADP shall, in the event of such deductions being effected, provide appropriate certification on that behalf to Vendor. With the exception of service tax, which shall be reimbursed by ADP to Vendor at actuals, all taxes, cesses, levies and statutory charges of any nature in respect of the remuneration payable to ADP or the provision of the Vendor Services shall be borne by Vendor alone. Taxes payable by ADP shall be billed as separate items on Vendor's invoices and shall not be included in Vendor's prices.

6. REPRESENTATION AND WARRANTIES

- 6.1 Vendor hereby represents and warrants that it is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and that it has all required corporate power and authority to execute, deliver, and perform its obligations under the Agreement and, where applicable, to bind its Affiliates.
- 6.2 Vendor represents and warrants that the performance of the Vendor Services by Vendor and/or the Personnel will not violate any proprietary rights of any third party (including, without limitation, any third party confidential relationships, patents, copyrights, trade secrets and/or other proprietary rights).
- 6.3 Vendor represents and warrants that the Vendor Services will substantially conform to the description on the applicable SOW. For any breach of this warranty, Vendor shall re-perform the Vendor Services. If Vendor is unable to re-perform the Vendor Services as warranted, ADP shall be entitled to recover the fees paid to Vendor for the deficient Vendor Services and shall have the right to pursue any other remedy available at law and/or equity.
- 6.4 Vendor represents and warrants that the Vendor, the persons or entities that own any interest in the Vendor, and all the officers, directors, managers, employees and members of the Vendor are not persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute or executive order.

7. TERM AND TERMINATION

- 7.1 Term of Agreement. This Agreement shall commence on its Effective Date and shall continue in perpetuity unless otherwise terminated in accordance with the terms and conditions set forth herein.
- 7.2 Termination by ADP. ADP may terminate this Agreement and/or a SOW, in whole or in part, by written notice to Vendor at any time. In such case, ADP's liability shall be limited to payment of

the amount due for Vendor Services performed up to and including the date of termination (which amount shall be sustained with proof satisfactory to ADP) and no further Vendor Services will be rendered by Vendor.

7.2.1 Acceptance of such payment shall constitute a full and complete release and discharge of ADP's obligations.

7.2.2 In the event of such termination, ADP's liability shall not exceed the price for the Vendor Services being terminated.

7.2.3 In addition to the above, ADP may immediately terminate this Agreement and/or a SOW if (i) Vendor has violated or, if conducting business with Vendor, a payee of Vendor, or Vendor's subsidiary is in violation of any of the rules or regulations promulgated by United States Department of Treasury, Office of Foreign Assets Control ("OFAC") or (ii) Vendor has breached Section 12 Compliance with laws.

7.3 Material Breach. In addition to all rights and remedies available at law and/or equity, either party may terminate this Agreement and/or a SOW, in the event of a material breach by the other party, if such breach is not cured within thirty (30) days from receipt of written notice describing such breach.

7.4 Return of Fees. In the event ADP exercises its right to terminate this Agreement and/or a SOW in accordance with Sections 7.3, in addition to any other rights ADP may have in law and/or equity, upon such termination, Vendor shall promptly refund to ADP any prepaid fees on a prorated basis.

7.5 Survival. In addition to the rights granted herein that remain in perpetuity under a SOW, the following obligations shall survive termination of this Agreement: Section 1 (Definitions); Section 8 (Confidentiality); Section 9 (Indemnification); Section 10 (Limitation of Liability), Section 12 (Compliance with Laws and, if applicable, the ADP Data Standards) and Section 13 (Miscellaneous).

8. CONFIDENTIALITY

8.1 Confidentiality. Each party agrees that during the term of this Agreement, it may disclose Confidential Information to the other party and that the party who receives the Confidential Information will not disclose it except as may be set forth herein. Confidential Information may only be used by the receiving party for the purposes contemplated under the Agreement. Confidential Information shall not include information that the receiving party can demonstrate: (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party without an obligation of confidentiality; (b) was known to the receiving party prior to the time of its disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of, or reference to, the disclosing party's Confidential Information; or (d) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party. If a receiving party is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt notice of such request or requirement, and the receiving party will use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially. Such disclosure of Confidential Information in accordance with the foregoing sentence will not violate the terms of this Section.

- 8.2 Except as provided for in the Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with the Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, ADP shall have the right to disclose the terms and conditions of the Agreement to its agents, third party consultants and subcontractors, on a need to know basis.
- 8.3 Injunctive Relief. Each party acknowledges that the other believes that its Confidential Information is unique property of extreme value, and the unauthorized use or disclosure thereof would cause irreparable harm that could not be compensated by monetary damages. Accordingly, each party agrees that the other may seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of Confidential Information. Such relief shall be in addition to, and not in lieu of, all other remedies available at law and/or in equity.

9. INDEMNIFICATION

- 9.1 Vendor, at its own expense, shall indemnify, defend and hold ADP, its Affiliates, and their respective officers, directors, employees and agents harmless, from and against any claims, demands, causes of action, debts or liability, costs and expenses, including, without limitation, attorney's fees, based upon or relating to a third party claim against ADP arising from any action or inaction of Vendor or the Personnel.
- 9.2 Vendor agrees to indemnify ADP, its Affiliates, and their respective officers, directors, employees and agents for any liability or expense due to claims for personal injury or damage to property arising out of the furnishing or performance of any services provided hereunder or arising out of the fault or negligence of Vendor.

10. LIMITATION OF LIABILITY

- 10.1 Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF THE PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2 Direct Damages. NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL EXCEED THE GREATER OF (I) THE AMOUNT OF FEES ACTUALLY PAID BY ADP UNDER THIS AGREEMENT, OR (II) THE EQUIVALENT OF US \$250,000.
- 10.3 Exceptions. THE LIMITATIONS SET FORTH IN SECTIONS 10.1 AND 10.2 SHALL NOT APPLY TO (I) VENDOR'S INDEMNIFICATION OBLIGATIONS, (II) VENDOR'S CONFIDENTIALITY OBLIGATIONS AND OBLIGATIONS WITH RESPECT TO ANY SECURITY BREACH (AS DEFINED IN THE ADP DATA STANDARDS), (III) VENDOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, CRIMINAL OR FRAUDULENT ACTIVITY, (IV) VENDOR'S OBLIGATIONS UNDER SECTION 12 (COMPLIANCE WITH LAWS).

11. IMPORT AND EXPORT PROVISIONS. Import and Export Provisions. Vendor shall be responsible for compliance with all import and export laws, rules and regulations of India and any other country with respect to delivery of the Vendor Services to ADP.

12. COMPLIANCE

- 12.1 General. Vendor and all persons furnished by Vendor shall comply, at its own expense, with all applicable local and foreign laws, ordinances, regulations and codes, in the performance of the Agreement, including any applicable anti-bribery, export control, privacy and data protection laws, as well as rules and regulations promulgated by the United States Department of Treasury, Office of Foreign Assets Control, as applicable. Vendor will obtain and maintain during the entire period of providing Vendor Services, all necessary licenses, registrations, clearances and other governmental consents (including but not limited to any registrations required under applicable laws pertaining to provision of Vendor Services in India) necessary for the purpose of performing its obligations under this Agreement and promptly provide to ADP all such documents which are required by ADP for this purpose. Vendor agrees to indemnify, defend (at ADP's request) and hold harmless ADP from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from any failure to perform its obligations with respect to the foregoing.
- 12.2 Anti-Bribery. In connection with its obligations under this Agreement, Vendor shall comply with all anti-bribery laws and regulations applicable to Vendor, and neither it nor anyone acting on its behalf shall pay, offer to pay or give anything of value to any person, entity or association if the payment, offer or gift influences, or has any reasonable likelihood of influencing, any act or decision that will assist ADP or Vendor in securing an improper advantage, or in improperly obtaining or retaining business, or in improperly directing business to any other person, entity or association.
- 12.3 Data Protection. Vendor shall comply with the ADP Data Standards set forth on Exhibit A, attached hereto.
- 12.4 Vendor Code of Conduct. Vendor agrees that it will comply with each of the principles set forth in ADP's vendor code of conduct available at <http://www.adp.com/who-we-are/corporate-social-responsibility/working-with-adp/adp-vendor-code-of-conduct.aspx> as may be modified by ADP from time to time.

13. MISCELLANEOUS

- 13.1 Force Majeure. Neither party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, labor disputes and governmental demands or requirements. When a party's delay or non-performance continues for a period of five (5) days or more, the other party may terminate this Agreement and/or a SOW without penalty. Any prepaid amounts shall be refunded on a prorated basis.
- 13.2 Governing Law and Jurisdiction. The Agreement and all transactions under it shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the Courts in Hyderabad.

- 13.3 **Dispute Resolution.** The parties shall attempt in good faith to resolve any claim or dispute concerning the Agreement prior to the commencement of litigation. Upon the written request of either party, each of the parties will appoint a designated representative who does not devote substantially all of his or her time to the performance of the Agreement, whose task it will be to meet for the purpose of attempting to resolve the dispute. The designated representatives will meet in person or by telephone, as often as reasonably necessary, to gather and furnish to the other all information with respect to the matter in issue and which is pertinent to the understanding or resolution of the dispute. The representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. The specific format for the discussions will be left to the discretion of the designated representatives. If the designated representatives do not resolve the dispute within thirty (30) days of receipt of written notice of the dispute, then an executive officer of Vendor and an officer of ADP will meet in person or by telephone to review and attempt to resolve the dispute prior to the commencement of litigation.
- 13.4 **Insurance.** Vendor shall maintain and cause its subcontractors to maintain during the term of the Agreement: (1) Personal Accident Insurance covering Vendor's employees; (2) Business Automobile Liability Insurance, if the use of motor vehicles is required, covering the use of all owned, non-owned, and hired vehicles, with a minimum limit of 50,000,000 INR combined single limit for bodily injury and property damage per occurrence; and (3) Commercial General Liability Insurance ("CGL") (including Blanket Commercial Liability and Broad Form Property Damage), with a minimum limit of 50,000,000 INR per occurrence for bodily injury and property damage and 50,000,000 INR per occurrence for personal injury and products/completed operations. All CGL insurance and automobile liability insurance shall designate ADP, Inc., its affiliates and their respective directors, officers and employees as additional insured with respect to liability because of bodily injury or property damage arising out of the Vendor Services. If Vendor is performing software development, customization or similar services or any professional services, then Vendor shall maintain the following additional coverages: (i) Employee Dishonesty/Crime coverage for losses arising out of or in connection with any fraudulent acts committed by the employees, contractors or subcontractors of Vendor with a minimum limit of 60,000,000 INR per claim; and (ii) Professional Liability Insurance (errors & omissions), including cyber liability coverage, with a minimum limit of 60,000,000 INR per occurrence that will be maintained for a period of three (3) years after termination of this Agreement. The foregoing coverages shall be maintained with insurance carrier(s) which have an A.M. Best rating of A- or better, and /or an equivalent rating from a recognized insurance company rating agency. Vendor policies shall be primary and any insurance maintained by ADP is excess and noncontributory. Vendor agrees that Vendor, Vendor's insurance carrier(s) and anyone claiming by, through, or on Vendor's behalf shall have no claim, right of action or right of subrogation against ADP based on any loss or liability insured against or under the foregoing insurance. Vendor shall furnish ADP with certificates of insurance from Vendor's insurance carrier(s) relating to coverage set forth in this Section, which certificates shall provide that the above insurance shall not be cancelled or materially changed without ADP having received at least thirty (30) days prior written notice of any such cancellation or change.
- 13.5 **Severability.** If any of the provisions of the Agreement shall be invalid or unenforceable, the invalidity or unenforceability shall not invalidate or render unenforceable this Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

- 13.6 **No Waiver**. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant.
- 13.7 **Headings**. The headings of the articles and sections used in the Agreement are included for convenience only and are not to be used in construing or interpreting the Agreement.
- 13.8 **Counterparts**. The component documents of the Agreement may be executed in two counterparts, each of which shall be an original; and such counterparts together shall constitute one and the same Agreement.
- 13.9 **Relationship of Parties**. The parties intend to create an independent contractor relationship and nothing contained in the Agreement shall be construed to make them partners, joint venturers, principals, agents or employees of the other. No officer, director, employee, agent, affiliate or contractor retained by Vendor to perform work on ADP's behalf under the Agreement shall be deemed to be an employee, agent or contractor of ADP. Neither party shall have any right, power or authority, express or implied, to bind the other.
- 13.10 **No Third Party Beneficiaries**. Each party intends that the Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than ADP and Vendor.
- 13.11 **Notices**. All notices shall be in writing and shall be sent by certified mail, return receipt requested, or by wire communications (e.g., facsimile) to the respective contact at the address noted below:

ADP, Inc.
1 ADP Blvd.
Roseland, NJ 07068-1728
Attn: Chief Procurement Officer

AND

ADP, Inc.
One ADP Boulevard
MS 325
Roseland, NJ 07068-1728
Attn: General Counsel

AND

ADP Private Limited
One West Narsing Nanakramguda Service Rd,
Financial District, Nanakaramguda Hyderabad
Telangana 500008.
Attn: Counsel

Algoleap Technologies Pvt Ltd
Plot # 166,Road# 3
TMC.Mahendra Hills,East Marredpally,
Hyderabad-500026

AND

Algoleap Technologies Pvt Ltd
G1,Hitech Pearl Building
Shilpi Valley,VitthalRao Nagar,
Madhapur,Hitec City
Hyderabad-500081

The effective dates of such notice shall be: (1) upon evidence of successful facsimile transmission; or (2) five days following the date of mailing for certified or registered letters and two days following the date sent for overnight letters. The above addresses may be changed at any time by giving prior written notice as above provided.

- 13.12 Marketing and Promotional Activities. Vendor agrees that it will not, without the prior written consent of ADP in each instance: (i) use in advertising, publicity, or otherwise, the name of ADP or any ADP entity, nor any trade name, trademark, trade device, servicemark, symbol or any abbreviation, contraction or simulation thereof owned by ADP or any ADP entity; or (ii) represent, directly or indirectly, that any product or any service provided by Vendor has been approved or endorsed by ADP or any ADP entity.
- 13.13 Assignment. Neither party may assign the Agreement or a part of it without the prior written consent of the other party, except, upon reasonable notice, (but without the other party's prior consent) in connection with a merger, consolidation, reorganization or sale of substantially all of the assigning party's assets where the assignee has agreed in writing to be bound by the terms and conditions herein.
- 13.14 Subcontracting. Vendor acknowledges that engagement of subcontractors for performance of any or all of the Vendor Services shall require ADP's prior written approval.

EXHIBIT A
ADP DATA SECURITY AND PRIVACY STANDARDS – INDIA

1. Definitions.

- 1.1 “ADP Data” means, collectively, all data Processed by Vendor for ADP in connection with the Vendor Products and/or Vendor Services. ADP Data includes all data provided by ADP to the Vendor for Processing (including Personal Data) along with any data collected or generated by the Vendor for ADP.
- 1.2 “Internal Control Report” means a Type II System and Organizational Controls (SOC) report (based on the SSAE 16 or ISAE 3402 model) or any successor report thereto.
- 1.3 “Personal Data” means any and all data (regardless of format) contained in ADP Data that (i) identifies or can be used to identify, contact or locate a natural person, or (ii) pertains in any way to an identified natural person.
- 1.4 “Privacy Laws” means all applicable laws that regulate the Processing of Personal Data. In particular, “Privacy Laws” includes the Information Technology Act (2000) or “ITA Act”, the Information Technology Rules, 2011 or “Rules” as well as other applicable laws that specify privacy, data protection, security or security breach notification obligations that apply to the Personal Data or the provision of Vendor Products or Vendor Services, including future legislation.
- 1.5 “Process” or “Processed” or “Processing” means any operation or set of operations which is performed upon ADP Data, whether or not by automatic means, such as collection, creation, compilation, use, disclosure, duplication, organization, storage, alteration, Transfer, transmission, combination, redaction, erasure, or destruction.
- 1.6 “Processing Addendum” is a document attached to each Order (as applicable) and executed by Vendor that sets forth certain details with respect to Vendor’s Processing of ADP Data.
- 1.7 “Security Breach” means a (i) “personal data breach” a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed, (ii) a “breach of the security of a system” or similar term (as defined in any other applicable Privacy Law), or (iii) any other event that compromises the security, confidentiality or integrity of ADP Data.
- 1.8 “Sensitive Information” consists of those elements of Personal Data, which due to their nature, have been classified by law as deserving additional privacy and security protections. Sensitive Information includes: (i) all government-issued identification numbers, (ii) all financial account numbers (including payment card information) whether associated with a natural person or a legal person, (iii) individual medical records, genetic and biometric information, (iv) all data obtained related to employee background investigation reports, credit reports, and credit scores, (v) user account credentials, such as usernames, passwords, security questions/answers and other password recovery data, and (vi) data elements that constitute Special Categories of Data, namely Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the

purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

- 1.9 "Subprocessor" means any third party (including an Affiliate of Vendor) that provides any services to Vendor and that may have access (including inadvertent access) to any ADP Data.
- 1.10 "Transfer" means to disclose or otherwise make ADP Data available to a third party (including to any Vendor Affiliate or Subprocessor), either by physical movement of ADP Data to such third party or by enabling access to ADP Data by other means.

2. General Obligations.

- 2.1 Purpose of Processing. Vendor shall only Process or Transfer ADP Data (i) as authorized by ADP, and (ii) as necessary to perform the Vendor Services or provide the Vendor Products. Vendor shall Process all ADP Data in accordance with the applicable Processing Addendum.
- 2.2 Compliance with Privacy Laws. Each party must use reasonable efforts to stay informed of the legal and regulatory requirements for its Processing of ADP Data. To the extent that ADP Data contains any Personal Data, Vendor represents that it has implemented appropriate technical and organizational measures to ensure Processing shall comply with all Privacy Laws, as well as Vendor's own privacy and security policies.
- 2.3 Privacy Notice. If the Vendor Services or Vendor Products involve the collection of Personal Data directly from individuals, Vendor will provide, at the request of ADP, such individuals with a clear and conspicuous privacy notice, which notice may be either Vendor's privacy notice, ADP's privacy notice, or ADP's client's privacy notice, as appropriate and determined by ADP.

3. Subprocessors.

- 3.1 Subprocessor Requirements. Vendor shall ensure that each authorized Subprocessor has entered into a written contract with Vendor that contains protections for ADP Data that are materially the same as those set forth herein.
- 3.2 Approval of Subprocessors. Vendor shall not Transfer ADP Data to any Subprocessors unless (i) ii) such Subprocessor has been expressly authorized by ADP in writing, and (ii) the Processing of ADP Data by such Subprocessor is required to perform the Vendor Services or provide the Vendor Products.
- 3.3 Termination. In the event that ADP does not consent to the use of a given Subprocessor, either (i) Vendor shall propose an alternative process for the Processing of ADP Data that is acceptable to ADP, or (ii) ADP shall have the right to terminate the affected Vendor Products or Vendor Services upon written notice. In the event of any such termination, Vendor shall promptly refund any fees paid by ADP that are attributable to the period after the effective date of termination.
- 3.4 Subprocessor List. Vendor shall provide ADP with a list of all Subprocessors within five (5) days of any request by ADP for such list.

4. International Transfers.

4.1 Consent. Vendor shall not Transfer ADP Data outside of India, and shall neither access nor permit remote access to ADP Data by any Subprocessor outside of India, unless Vendor has the prior written consent of ADP for such Transfer. Vendor understands that ADP must authorize all such cross-border transfers, including any use of any approved Transfer mechanisms. To the extent a legal requirement requires such a Transfer, that legal requirement shall be communicated to ADP before such Transfer takes place, unless the law prohibits the provision of such information on the grounds of public interest.

5. Information Security Requirements.

- 5.1 Appropriate Measures. For so long as any ADP Data remains in Vendor's possession or under its control, Vendor shall have implemented and documented appropriate administrative, technical and physical measures to protect ADP Data against accidental or unlawful destruction, alteration, or unauthorized disclosure or access. Vendor will regularly test and monitor the effectiveness of its safeguards, controls, systems and procedures. Vendor will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of ADP Data, and ensure that these risks are addressed in a timely manner.
- 5.2 Access. If the Vendor Services or Vendor Products involve data hosting, Vendor will locate all equipment that stores ADP Data in controlled access areas. Vendor will only allow employees and contingent workers with a business critical need to know to have access to such controlled areas.
- 5.3 Access Points. Any externally-facing web servers and third party access points will be configured securely, including (but not limited to) implementing a properly constructed dedicated firewall, requiring a virus check before granting access to any third party network, and disabling or removing routing processes to minimize access.
- 5.4 Business Continuity, Disaster Recovery. Vendor shall have implemented and documented appropriate business continuity and disaster recovery plans to enable it continue or resume providing Vendor Services or Vendor Products (including restoring access to ADP Data) in a timely manner after a disruptive event. Vendor will regularly test and monitor the effectiveness of its business continuity and disaster recovered plans. At appropriate intervals or as otherwise requested by ADP, Vendor will provide a copy of its written disaster recovery plan to ADP along with a summary of its business continuity plan.
- 5.5 Network Security. If the Processing involves the transmission of ADP Data over a network, Vendor shall have implemented appropriate supplementary measures to protect ADP Data against the specific risks presented by the Processing. ADP Data may not be transmitted over any insecure network unless it has been appropriately encrypted with a minimum of 128-bit, or such higher bit encryption as ADP may reasonably request in accordance with then current industry procedures.
- 5.6 Portable Devices. ADP Data may not be stored on any portable computer devices or media (including, without limitation, laptop computers, removable hard disks, USB or flash drives, personal digital assistants (PDAs) or mobile phones, DVDs, CDs or computer tapes) unless it is encrypted with a minimum of 128-bit, or such higher bit encryption as ADP may reasonably request in accordance with then current industry procedures.

5.7 **Monitoring.** Vendor will take appropriate steps to monitor the security of ADP Data and (if appropriate) to identify patterns of suspect activity, including unusual requests, unusual timing or unusual formats. If appropriate, Vendor will employ trap and trace techniques to identify the source of unusual requests and match these against authorized users/customers. Vendor will also monitor (i) transaction activity to look for anomalies in transaction types, transaction volumes, transaction amounts and time-of-day presentment, and (ii) log-on violations or attempts.

5.8 **Security Breach.**

- (a) **Investigation and Notification.** Vendor will promptly and thoroughly investigate all allegations of unauthorized access to, use or disclosure of ADP Data. Vendor will notify ADP without undue delay upon discovery of any Security Breach. This notification must be made via email to VendorSecurity@ADP.com. Vendor shall provide ADP with all information about the Security Breach reasonably needed by ADP to assess its incident response obligations.
- (b) **Remediation.** If the Security Breach results from either (i) the negligence or misconduct of Vendor (or any Subprocessor), or (ii) a failure of Vendor to comply with the terms of this Exhibit or any other agreement with ADP, Vendor shall bear all costs associated with resolving such Security Breach, including (without limitation), conducting an investigation, engaging appropriate forensic resources, notifying individual as required to by law or as otherwise needed to alert them to a real risk of harm, notifying regulators and others as required by law, providing individuals with credit monitoring (or other appropriate remediation service, as approved by ADP), and, subject to ADP's prior written authorization, responding to individual, regulator and/or media inquiries.

6. **Cooperation.**

6.1 **General Cooperation.** Vendor shall promptly cooperate with ADP in responding to inquiries, incidents, claims and complaints regarding the Processing of ADP Data or as otherwise needed for ADP to demonstrate compliance with the Privacy Laws applicable to it. Further, Vendor will assist, insofar as this is possible, in the fulfillment of ADP's obligation under Privacy Laws, and notably to respond to requests for the exercise of individuals' rights under such Privacy Laws.

6.2 **Notification of Requests.** Vendor shall promptly inform ADP in writing of: (i) any request concerning any ADP Data received from an individual who is (or claims to be) the subject of the data, (ii) any request for access to any ADP Data received by Vendor from any government official (including any data protection agency or law enforcement agency) unless it is explicitly prohibited by law from notifying ADP of the request, or (iii) any other requests with respect to ADP Data it receives outside of the scope of the Vendor Services. Vendor understands that it must not respond to these requests, unless explicitly authorized by ADP or the response is legally required under a subpoena or similar legal document issued by a government agency that compels disclosure. If Vendor is legally prohibited from responding to such request, such as in the case of a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, Vendor will request the authority to waive this prohibition in writing.

7. **Information, Report and Audit.**

- 7.1 Reports. Once per year upon request, Vendor shall provide ADP with copies of applicable Internal Control Reports. ADP understands that Internal Control Reports contain Confidential Information of the Vendor, and it shall not disclose the Internal Controls Reports other than to its auditors and advisors in connection with verifying Vendor's compliance with ADP's security and privacy program requirements.
- 7.2 Information and Audit. Upon request, Vendor shall provide ADP with information about the Vendor's information security program or other information necessary to demonstrate compliance with this Exhibit and the Agreement.
8. **Return, Destruction of ADP Data.** Subject to any provisions in any agreement with Vendor regarding termination or transition processes, when the Vendor ceases to perform services for ADP (and at any other time, upon request), Vendor will return or destroy ADP Data and, upon ADP's request, certify that it has done so. Electronic media containing ADP Data will be disposed of in a manner that renders ADP Data unrecoverable. If Vendor is required by applicable law to retain any ADP Data, Vendor warrants that it shall (i) ensure the continued confidentiality and security of ADP Data, (ii) securely delete or destroy ADP Data when the retention period has expired, and (iii) not actively Process ADP Data other than as needed for to comply with its requirements.

Rate card

Skill Area	Roles	Experience	Rate per Day
Algoleap IT Delivery - Java Full Stacks, .NET Full Stack, Front End Engineers, Back End Engineers, Cloud & Devops	Technical Lead	8-12 Years	₹ 17,760.00
	Sr. Developer	5-8 Years	₹ 15,392.00
	Developer	3-5 Years	₹ 11,840.00
Algoleap IT Delivery - COTS products like SAP, Oracle , Mulesoft, SFDC	Technical Lead	8-12 Years	₹ 17,760.00
	Sr. Developer	5-8 Years	₹ 12,432.00
	Developer	3-5 Years	₹ 11,840.00
Algoleap - Mobility (Android, iOS, HTML5 / CSS, Jquery frameworks)	Technical Lead	8-12 Years	₹ 15,392.00
	Sr. Developer	5-8 Years	₹ 12,432.00
	Developer	3-5 Years	₹ 11,840.00
Algoleap - Manual Testing	Test Lead	8-12 Years	₹ 13,616.00
	Sr. Tester	5-8 Years	₹ 11,248.00
	Tester	3-5 Years	₹ 9,472.00
Algoleap - Automation Testing	Test Lead	8-12 Years	₹ 15,392.00
	Sr. Tester	5-8 Years	₹ 12,432.00
	Tester	3-5 Years	₹ 10,656.00

DocuSigned by:

Renuka Chakraborty
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SCHEDULE D: HIRING FEES

1. Capitalized terms used but not defined in this Schedule shall have the same meaning as in the Agreement to which this Schedule relates.
 - a. **Hiring Fee** rates are defined in the Hiring Fee Rates Table given below
 - b. **Hiring Fee** is paid for the Consultants hired by ADP from the Vendor as per the terms and conditions as laid out in this agreement. Service tax and other transaction taxes if applicable shall be exclusive of the mentioned payments.
 - c. **Start Date** means the first date the applicable Consultant commenced work for ADP under the Agreement.
2. ADP can choose to convert a consultant to FTE after six months of such Consultant's Start Date.
3. Vendor understands that in case any candidate who has been recruited through the service of Vendor Leaves within 90 days from the date of joining ADP, it shall be the sole responsibility of the Vendor to find a suitable replacement without any fees. In case Vendor fails to provide a proper/ suitable alternative to the candidate who has so left, ADP shall forfeit the payment in case the payment has not been made and adjust the amount from the future payment in case the payment for that candidate has already been made to the Vendor. Vendor also undertakes that it shall not solicit/encourage the employees of ADP India for employment with any other organization up to a period of six months from the date of termination of this agreement.
4. All Hiring Fees payable by ADP shall be invoiced and paid through the applicable ADP payment system.

Tech Rates	
Experience Range in Years	Rates
0-6	6.00%
6-11	8.00%
11+	9.50%
Sr Mgr+	12.00%

DS
