



Bob Fair
VP, Global Procurement &
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McGraw Hill

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March 20, 2020

Ashish Mehrotra
Genpact International, Inc.
ashish.mehrotra@genpact.digital

Via email

Re: Master Services Agreement (FAO) by and between McGraw Hill LLC ("McGraw Hill") and Genpact (UK) Limited dated March 31, 2014 (the "Agreement")

Dear Ashish:

Our thoughts are with you and your employees right now as the world navigates a very uncertain time.

It is our understanding there have been closures of offices to control the spread of the novel coronavirus, and that this may have impacted your normal delivery location(s). Except for when a Force Majeure Event has occurred, the Agreement requires you to continue to provide the Services without interruption, consistent with the applicable service levels.

That said, in order to safeguard the well-being of your employees and to enable you to continue to provide the Services with the least disruption, we are willing to allow you to have your employees using laptops, desktops and related equipment provided by you ("Genpact Devices") to work from their homes or an alternate location (the "WFH Solution").

This accommodation shall start upon issuance of a governmental order that, to minimize the spread of the novel coronavirus, the workforce in the location of your normal delivery location(s) (except for essential services) must not work in their offices ("Governmental Order") and continue until the earlier of (a) revocation of the Governmental Order, or (b) ten (10) business days following written notice from McGraw Hill to Genpact revoking this accommodation (the "Duration").

All service levels, security requirements, performance standards and other obligations under the Agreement remain in effect; provided, however, that for the Duration in connection with the WFH Solution:

- a) The audit rights pursuant to Section 10.2(a)-(c) of the Agreement shall not apply;
- b) Service levels credits shall not be payable; and
- c) Genpact shall not be liable for unauthorized access or use of Personal Data stored on McGraw Hill's networks if (i) Genpact only accesses and processes Personal Data through the McGraw Hill VPN system using Genpact Devices, and (b) any such unauthorized access or use of Personal Data is solely caused by a third party.

Please confirm your agreement with this by signing below. This letter is without prejudice to McGraw Hill's rights, all of which are reserved.

Sincerely,

Accepted and Agreed: Genpact (UK) Limited

Bob Fair
VP, Global Procurement & Sourcing

By: Troy Merriman
Name: Troy Merriman
Title: VP Legal
Date: March 20, 2020