

11. **Non-Solicitation of Employees.** During the term of this Agreement and for a period of one (1) year after the termination or expiry thereof, neither Party shall solicit for employment any employees of the other Party to the extent that such employees were involved in performing Services hereunder, provided that the forgoing restriction shall not apply to the hiring or engagement of any individual who, not being directly approached, seeks employment or engagement pursuant to a general recruitment advertisement or posting.
12. **Non-Solicitation of Customer.** During the term of this Agreement, SUB shall not provide or offer to provide services, other than through TCS, to Customer in relation to the Project. This restriction shall not apply to projects or services for the Customer other than services in connection with the Project.
13. **No assignability.** SUB shall not assign, transfer, or delegate its obligations hereunder and shall not engage any sub-contractor for performing any part of the Services except with prior written consent of the TCS; provided that under all circumstances SUB shall be solely responsible to TCS with respect to Services subcontracted by SUB to any third party. TCS may assign this Agreement to TCS Germany or to Customer at any time upon written notice to SUB. Notwithstanding the previous sentence, either Party may assign this Agreement upon the prior written consent of the other Party or if a Party elects to assign this Agreement to an affiliate as part of a merger or corporate reorganization, upon notice to the other Party.
14. **Severability.** If any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of India without regard to the conflict of law's provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
16. **Insurance.** Throughout the term of this Agreement, SUB shall maintain and shall not commence services under this Agreement until it has obtained all of the insurance required pursuant to Prime Contract provisions as set forth in Schedule D. SUB shall not allow any subcontractor to commence services until such subcontractor has obtained all necessary insurance as required under Prime Contract, or the SUB has insured the subcontractor under its own insurance policies.
17. **Dispute Resolution.** This Agreement carefully lists each Party's obligations in an effort to minimize disputes and aid in mutually satisfactory resolution of such disputes. The Parties agree to attempt in good faith to settle any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory arising out of or related to this Agreement (including any amendments or extensions thereto) (collectively, a "Claim") by way of consultations among the Parties, which consultations shall be initiated upon written notice by either Party to the other. If the Parties cannot come to a mutually agreeable resolution of the Claim within fifteen (15) business days, then such Claim will be referred to arbitration of a sole arbitrator mutually appointed by the Parties. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. The place of arbitration shall Mumbai, India. Neither Party shall be required to follow this Section for injunctive relief relating to confidentiality, employee solicitation, or intellectual property rights. The courts in Mumbai shall have exclusive jurisdiction.
18. **Survival.** Sections 4, 5, 6, 8, 9, 10, 11, 12, 16, 18 and 19 shall survive the expiration or earlier termination of this Agreement.
19. **Force Majeure.** Neither Party shall be liable to the other for any delays in performance or nonperformance of any obligations hereunder to the extent that such performance is prevented or delayed by acts of God or other causes beyond the reasonable control of such Party (the "Affected Party"), and no fault hereunder shall result there from, provided that the Affected Party shall have exercised reasonable efforts to remove or avert the cause(s) of delay