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TCS Confidential

SUBCONTRACTOR SERVICES AGREEMENT

THIS SUBCONTRACTOR SERVICES AGREEMENT (this "Agreement") is effective as of 01st January, 2022 between **Tata Consultancy Services Limited**, with its corporate office at TCS House, Raveline Street, 21 D.S.Marg, Fort, Mumbai-400001, India ("TCS") and **Hashwave Technologies Private Limited**, a company incorporated under the laws of India, and having its place of business at No. 68/1537, Power House Road, Semitheri Mukku, Ernakulam, Kerala, India 682018 ("SUB") and relates to certain services to be provided by SUB for **ALDI International Services GmbH & Co. oHG** ("Customer"). TCS and SUB are referred to herein each as a "Party," and together, as "Parties."

TCS' affiliate Tata Consultancy Services Deutschland GmbH ("TCS Germany") signed a contract with Customer ("Prime Contract"). TCS Germany subcontracted a portion of the services to be provided to Customer to TCS, which in turn wishes to receive services from SUB under this Agreement for the benefit of Customer. Where in the following reference is made to TCS' obligations under the Prime Contract, this shall be understood as TCS' obligations as a subcontractor towards TCS Germany in connection with the Prime Contract.

This Agreement consists of:

1. The body of this Subcontractor Service Agreement.
2. Schedule A [Statement of Work]
3. Schedule B [Charges]
4. Schedule C [Confidential Information and Inventions Assignment Provisions]
5. Schedule D [Other Provisions]
6. Schedule E [Data Processing Agreement] (where applicable)

In consideration of the mutual promises and covenants, the benefits to be derived therefrom and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties agree as follows.

8/8/2022
Hashwave Technologies Pvt Ltd
പ്രസ്താവന മുൻ്നാറുടെ സ്കോളർ പദ്ധതിയിൽ




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1. Scope of Agreement.

- Subject to the terms and conditions contained herein, TCS hereby retains SUB and SUB accepts the engagement, to perform the services and deliver the deliverables described in the Statement of Work ("Services") attached hereto as Schedule "A" ("SOW" or "Project"). From time to time to time during the term of this Agreement, TCS and SUB may by mutual agreement execute one or more additional SOW(s) related to the Project of the Customer pursuant to the terms and conditions of this Agreement or make changes to any SOW by a written scope change document signed by both Parties ("Change Order").
- For satisfactory performance of the Services and deliverables under this Agreement, TCS agrees to pay SUB the Charges and expenses described in Schedule "B" attached to this Agreement in accordance with the provisions of this Agreement. No other payment shall be due and payable to SUB under this Agreement unless otherwise agreed in writing pursuant to a Change Order or additional SOW(s). TCS and SUB will mutually agree on acceptance criteria and an acceptance test plan (consistent with TCS' obligations under the Statement of Work thereunder) for the acceptance of such deliverables.
- To the extent an SOW calls for SUB to prepare any deliverables (including without limitation any software item or works) according to agree upon specifications, TCS and SUB will mutually agree on acceptance criteria and an acceptance test plan (consistent with TCS' obligations under Prime Contract and the Statement of Work thereunder) for the acceptance of such deliverables. Acceptance of any deliverables under this Agreement shall be contingent on the acceptance by Customer of such deliverables.

CS Confidential

8600
8/8/2023
Hushanu C. Technologies pvt Ltd
Tony

- (d) SUB agrees that except to the extent agreed in writing by TCS or Customer, SUB is responsible to provide at its own cost and expenses, facilities, personnel, and resources, including but not limited to equipment, tools and other materials, necessary for the proper performance of the Services.
 - (e) This Agreement governs the relationship and rights and obligations of the Parties in relation to SUB's services and deliverables with respect to the Project. This Agreement and terms and conditions **set forth herein are not intended to and shall not apply to the mutual engagement of the Parties in any other project or the provision of professional services by one Party to the other in any project other than the Project.**
 - (f) SUB shall cause everyone engaged by SUB to perform any Services hereunder to understand and comply with the terms of the Confidential Information and Inventions Assignment Provisions described in **Schedule C**. In accordance with its internal procedures, SUB may at its option obtain written agreement from its employees that they will abide by and conform with the requirements of Schedule C part of his or her selection to provide any such Services.
 - (g) In the event that this Agreement or the SOW expires or is terminated, SUB will make available to TCS the End of the Term Assistance and Termination Services as provided in Schedule D and applicable SOW hereunder in accordance with the provisions of the Prime Contract as applied to Services under this Agreement and SOW.
2. **Term.** The term of this Agreement shall begin on the Project Commencement Date set forth in this Agreement and shall continue until terminated pursuant to Paragraph 7 hereof.
3. **Invoice and Payment.** Unless a separate invoicing procedure is agreed under **Schedule B**, SUB shall provide TCS with a monthly invoice for the charges and expenses for the Services performed during the previous month. Each invoice shall be submitted promptly (before the fifth business day) after the end of the month for which it relates and shall be in a form containing the details as mutually agreed between the Parties. If and to the extent SUB is required under applicable law to collect any sales, use, value added or similar taxes imposed by any applicable taxing authority, measured by or based on the Services provided hereunder ("Sales Tax"), SUB shall include in the applicable invoice the applicable Sales Tax as a separate line item and TCS agrees to pay, or reimburse SUB for payment of, such Sales Taxes in addition to the charges and fees for the Services in accordance with Schedule B. Sales Taxes shall not include taxes based on gross or net income of SUB or other franchise or similar taxes or taxes on any consumables or services obtained by SUB in connection with the SUB's performance of Services hereunder. Invoices shall be sent to TCS Project Manager at the address provided to SUB by TCS in writing. TCS shall pay correct invoice(s) within ten days after TCS's receipt of corresponding payment from the Customer. Payments for undisputed charges shall be made in full when due. If TCS disputes any item(s) in the invoice, TCS may delay payment of such item(s) until the question has been resolved but shall not delay payment of the balance of the invoice. TCS shall identify in writing any disputed charges to SUB immediately upon receipt of the notice of nonpayment from the Customer and thereafter both parties will in good faith seek resolution with Customer. Upon such resolution, TCS will make payment of the amount found as due in such resolution, immediately. However, if the delay in making the payment is due to reasons caused by TCS and actions by SUB are not the reason for the delay, TCS will pay SUB for its services notwithstanding the delay in payment from Customer.

4. **Proprietary Rights.**

- (a) SUB provides services to TCS under data as a service model using SUB's proprietary technology. SUB will retain the ownership of the proprietary technologies and the processes used to provide the services. SUB acknowledges and agrees that all ownership, intellectual property rights, other rights, title and interest in materials arising from providing the Services hereunder and in any deliverables (including any data) so provided by SUB shall vest in the Customer, to the extent required under the Prime Contract, and otherwise in TCS.

- (b) Without limiting the generality of the foregoing requirement, the Parties agree that to the extent required under the Prime Contract , except for SUB Property (as defined below) incorporated in Works with TCS' prior written consent, all ideas, know-how, processes, information, drawings, documents, designs, models, inventions, copyrightable material and other tangible and intangible materials authored, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by SUB in the course of providing the Services, including without limitation computer programs, computer systems, data and documentation, and all deliverables and data to be delivered under this Agreement (collectively, the "Works") are the sole and exclusive property of TCS (with the right to transfer any of it to Customer) and shall be considered works made for hire. As used herein, "SUB Property" means any inventions, tools, methodology, computer programs, processes and any other documentation (whether or not patentable) created by SUB (a) prior to its engagement under this Agreement under any particular SOW, or (b) during the Term of this Agreement or any SOW but not created or developed pursuant to or as part of the Services under the terms of a separate SOW, which SUB may use as general tool, process, methodology or program in performing its Services under this Agreement.
- (c) As between the Parties hereto, all intellectual property in SUB Property shall remain with SUB notwithstanding the use of any such SUB Property for the provision of the Services hereunder. SUB shall not incorporate any SUB Property in any Works without the prior written consent of TCS. To the extent any SUB Property is incorporated in any Works under an SOW with TCS' prior written consent, or necessary for the use of any Works, SUB hereby grants a nonexclusive worldwide license to TCS and Customer for use in connection with Services or any deliverables delivered by SUB. In the event any Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, SUB hereby irrevocably, expressly, and automatically assigns all right, title and interest worldwide in and to such Works to TCS, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights, and all other applicable proprietary and intellectual property rights. If SUB has any rights to the Works that cannot be assigned to TCS and Customer, SUB unconditionally and irrevocably: (1) waives the enforcement of such rights; and (2) grants to TCS and Customer during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, royalty-free license to reproduce, create derivative works of, distribute, publicly perform and publicly display such Works, by all means now known or later developed, with the right to sublicense such rights through multiple levels of sublicenses. SUB agrees to render all reasonably required assistance, at no cost to SUB, to TCS and Customer to protect TCS's and Customer's rights herein above described.
- (d) To the extent any SUB Property is incorporated in any Works without TCS' prior written consent, section 4(a) shall apply without any restrictions and such Works shall be solely and completely owned by TCS or, where required under the Prime contract, Customer.

5. Representation and Warranties.

SUB represents and warrants that:

- (a) (i) SUB's performance of the Services called for by this Agreement, including without limitation, the development and delivery of the Works and (ii) the use of the Services and Works by TCS and TCS Germany with the goal to perform the Prime Contract as well as (iii) the use of the Services and Works by Customer and any of Customer's affiliates in or for the Target Markets, does not and shall not violate: (1) any applicable law, rule, or regulation; (2) any contracts with third parties; or (3) any third-party rights, including without limitation, rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.
- (b) SUB has full authority and sufficient right, title, and interest in and to the Works, to grant and convey the rights accorded to TCS under Paragraph 5 hereof.

- (c) The personnel assigned to by SUB to perform the Services shall possess the qualification and experience reasonably necessary to perform the Services and the Services shall be performed in a workmanlike manner and in accordance with applicable industry standards.
- (d) To the extent any warranty regarding specific work product or deliverable ("Deliverables") is required to be provided to Customer under Prime Contract, during the applicable warranty period, any Deliverable delivered to TCS hereunder shall: (1) be free from material defects in workmanship or material or programming errors; and (2) shall conform to the performance capabilities, characteristics, specifications, functions and other descriptions and standards applicable thereto as set forth in the Prime Contract and applicable SOW thereunder. If defects are discovered during the warranty period, SUB shall promptly remedy such defects at no additional expense to TCS, provided that the warranty set forth in this Section shall not apply to the extent any error or defects in a SUB delivered Work arises from (i) modification or alteration of the Deliverable after delivery by SUB by any person not authorized by SUB, or (ii) materials provided by TCS for incorporation in the SUB Deliverable to be prepared by SUB.
- (e) SUB has conducted a background check with respect to each of the employees performing Services, and that there were no adverse results to that background check in any afore mentioned area. SUB will maintain an inventory of the results of those background checks and will certify the results thereof upon TCS' request.

THE WARRANTIES STATED ABOVE IN THIS SECTION 6 ARE THE ONLY WARRANTIES MADE BY SUB. SUB DOES NOT MAKE AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Termination.**

- (a) TCS may terminate this Agreement upon thirty (30) days' prior written notice to SUB, with or without cause, in which case all SOWs shall terminate as well unless otherwise expressly specified by TCS in the termination notice. Further, this Agreement and the applicable Statement of Work hereunder shall automatically terminate if the Prime Contract or the applicable Statement of Work under the Prime Contract with Customer is terminated, provided that SUB still be obliged to provide any reasonable termination assistance (including any data migration requested by TCS). TCS will provide SUB with reasonable notice in such cases. In the event of a termination pursuant to this Section 6(a) TCS's sole liability to SUB shall be to pay amounts due for Services properly rendered through the effective date of termination.
- (b) In addition, either Party may terminate this Agreement or a Statement of Work immediately upon written notice to the other, in the event that the other Party breaches a material term of this Agreement or a Service Schedule, as the case may be, and fails to cure such breach within 30-day period after written notice of breach specifying the breach is provided to the breaching Party.
- (C) Notwithstanding the forgoing, this Agreement and SOW for the Project shall automatically expire with respect to the Services relating to the Project at such time as the Project terminates.
- (d) Upon termination or expiration of the Agreement in whole or in part, upon request from PRIME, SUB shall provide Termination/Expiration Assistance Services to facilitate seamless transition of Services to PRIME or Customer as directed by PRIME. If such Termination/Expiration Services are required to be provided beyond the effective date of termination or expiration, the provisions of the Agreement shall continue to govern the Termination/Expiration Services so provided and PRIME shall pay fees for such Termination/Expiration Services in accordance with the then current rates set forth in Schedule B or the applicable SOW.

7. Indemnification.

- A. SUB hereby agrees to indemnify, hold harmless and defend TCS, TCS Germany and Customer (including its affiliates) and any member, director, officer, employee or agent thereof (each of the foregoing being hereinafter referred to individually as a "TCS Indemnified Party"), against all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party including without limitation, the Customer, to the extent such Liabilities arise out of or result from: (1) SUB's intentional or negligent acts or omissions in the performance of Services, but only to the extent that such act or omission results in personal injury or damage to real property or tangible personal property; or (2) any claim that any of the SUB deliverables created or materials otherwise provided by SUB hereunder or the Services or Works infringes a copyright, patent, trade secret, trademark, or any other proprietary right or other right of a third party. TCS shall promptly notify SUB of any third-party claim and SUB shall, at SUB's option, conduct the defense in any such third-party action arising as described herein at SUB's sole expense and TCS shall cooperate with such defense. SUB indemnification shall not extend to any such Liability which arises because of use of SUB deliverables or Services in a manner inconsistent with or use restrictions to the extent they are set forth in the applicable SOW.
- B. TCS hereby agrees to indemnify, hold harmless and defend SUB and any member, director, officer, employee or agent thereof (each of the foregoing being hereinafter referred to individually as a "SUB Indemnified Party"), against all Liabilities (as such term is defined in clause A above) asserted by any third party, including without limitation, the Customer, to the extent such Liabilities arise out of or result from: (1) TCS' negligent acts or omissions in connection with TCS' obligations hereunder, but only to the extent that such act or omission results in personal injury or damage to real property or tangible personal property; or (2) any claim that any of the TCS data, information or deliverables provided to SUB hereunder in connection with SUB's Services infringes a copyright, patent, trade secret, trademark or any other proprietary right of a third party. SUB shall promptly notify TCS of any third-party claim and TCS shall, at TCS's option, conduct the defense in any such third-party action arising as described herein at TCS' sole expense and SUB shall cooperate with such defense.
8. **Confidential Information.** All information, documents, software, reports, data, records, forms, and other materials of a confidential nature ("Confidential Information") developed by one Party for the other Party or for the Customer or obtained by or disclosed to such other Party in the course of performing the Services shall be treated as confidential and shall not be used by the receiving Party for any purpose other than the purpose for which such Confidential Information was disclosed. SUB shall comply with all requirements under Prime Contract with respect to security procedures and protection of Customer data. All Confidential Information of a Party shall be returned to such Party, or destroyed, by the receiving Party when reasonably called upon to do so along with all tangible forms of such proprietary confidential and trade secret information and all copies thereof (and all other property obtained from or through the other Party or immediately upon termination of this Agreement, whichever occurs earlier. Notwithstanding the foregoing, Confidential Information does not include any information or material that: (i) is already known to the receiving Party at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of receiving Party; (iii) is independently developed by the receiving Party without benefit of the other Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each Party agrees that during the term of this Agreement and thereafter it will take all steps reasonably necessary to hold the other Party's and Customer's proprietary, confidential and trade secret information in trust and confidence and shall not use or disclose to any person, firm or entity any such proprietary, confidential or trade secret information without such other Party's express, prior written permission; provided however, that notwithstanding the foregoing, SUB may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order.

Confidential Information relating to proprietary tools, and software (including any source code of a software) owned by a Party and disclosed to the other Party under this Agreement shall remain confidential and not disclosed or used (except in relation to the Services hereunder).

9. Independent Contractor. Each Party agrees that its relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship. Neither SUB nor any employees and consultants engaged by SUB for performing the Services shall be entitled to any of the benefits that TCS may make available to its employees, such as group insurance, profit-sharing, or retirement benefits. Each Party shall be solely responsible for complying with all applicable local, state, and federal laws which are applicable to that Party, including but not limited to immigration laws and regulations governing work authorization, obligations such as payment of federal, state, and local taxes, social security, disability, and other contributions attributable to the rendition of Services hereunder. Each Party shall indemnify, hold harmless and defend the other Party from all claims, liabilities, damages, taxes, fines, or penalties sought or recovered by any governmental entity, including but not limited to the Internal Revenue Service or any state taxing authority, arising out of such Party's alleged failure to pay such taxes or make such contributions. Nothing in this Agreement shall be deemed to constitute SUB or TCS the agent of the other. Neither TCS nor SUB shall be or become liable or bound by any representation, act, or omission whatsoever of the other.

10. Limitation of Liability.

10.1 Subject to the specific provisions of this Section 10, it is the intent of the Parties that each Party will be liable to the other Party for any actual damages incurred by the non-breaching Party because of the breaching Party's failure to perform its obligations in the manner required by this Agreement or the applicable Statement of Work.

10.2 Waiver of Consequential Damages

SUBJECT TO THE PROVISIONS OF Section 10.1 above, Section 10.2(b) below and SECTION 10.4 BELOW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS), WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. (b) Section 10.2(a) shall not limit or exclude TCS' right and ability to claim as own damage, and for the purposes of this Agreement direct damage of TCS shall include, any of the following: (i) any damage suffered by TCS Germany (including any claims brought against TCS Germany under or in connection with the Prime Contract; and (ii) any damage suffered by Customer or any of its affiliates; but in each case only to the extent related to the Services and/or Works provided hereunder.

10.3 Cap on Direct Damages.

Subject to Section 10.4 below, each Party's total liability to the other, whether in contract or in tort (including breach of warranty, negligence and strict liability in tort), will not exceed in the aggregate an amount equal to the total Charges paid and payable to SUB pursuant to all of the Statement of Work(s) for proper performance of the Services described in such Statement of Work(s), provided that SUB's liability shall not be less than 5 million Euros.

10.4 Cap on Direct Damages in certain exceptional cases.

Notwithstanding anything to the contrary contained in Section 10.2 and 10.3, no limitation or exclusion of liability shall apply to damages caused by (a) willful misconduct or gross negligence of a Party (b) Indemnification obligations of a Party; (c) damages occasioned by a Party's breach of its obligations with respect to Confidential Information or (d) damages occasioned by improper or wrongful termination or abandonment of the work by SUB under this Agreement or any Statement of Work.

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

and shall have given prompt notice to the other Party of the date of commencement, and the nature, of Force Majeure and provided further that such failure or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the Affected Party through the use of alternate sources, work-around plans, or other means (a "Force Majeure Event"). Whenever a Force Majeure Event or a disaster causes SUB to allocate limited resources between or among SUB's customers and/or affiliates, TCS shall receive no less priority in respect of such allocation as any of SUB's other customers or affiliates. SUB's inability to obtain hardware, software, on its own behalf or on behalf of TCS or its inability to retain sufficient qualified personnel shall not constitute a Force Majeure Event, except to the extent such inability to obtain hardware or software or retain qualified personnel results from the causes outlined above. The Parties expressly acknowledge that Force Majeure Events do not include vandalism, the regulatory acts of governmental agencies or the non-performance of third parties or subcontractors relied on for the delivery of the Services, unless such failure or non-performance by a third party or subcontractor is itself caused by a Force Majeure Event.

20. **Notices.** All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the postal department. Notices shall be sent to the addresses listed below, or to such other addresses as either Party may specify in writing.

For SUB	For TCS
Hashwave Technologies Private Limited, No. 68/1537 Power House Road Semitheri Mukku, Ernakulam, Kerala, India 682018	Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai- 400001
Tel: +919746040374	Tel: N.A.
Fax number: N.A.	Fax number: N.A.
For the attention of: Tony Paul	For the attention of: General Counsel

21. **TCS Supplier Code of Conduct:** The business engagement of TCS with the SUB is regulated by the TCS Supplier Code of Conduct. All agencies dealing with TCS like the SUB herein are also bound by the said TCS Supplier Code of Conduct. SUB agrees to at all times abide by the said Code and shall promptly inform TCS of any breach or threatened breach of the Code by any person by informing to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of such communication received. Violations and concerns can be reported confidentially via email to corporate.ethics@tcs.com. The TCS Supplier Code of Conduct can be viewed at <https://www.tcs.com/content/dam/tcs/pdf/discover-tcs/about-us/TCS-Supplier-Code-of-Conduct.pdf>

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement, or caused it to be signed by their duly authorized representatives, as of the day and year first above written.

Tata Consultancy Services Limited

By: _____

Name: _____

Title: _____

Hashwave Technologies Private Limited

By: TONY

Name: TONY PAUL

Title: Director, Head of Sales & Marketing

SCHEDULE A
Statement of Work

1. SERVICES

Scope of Services, Service Levels and Service Credits:

1. Data Crawler Specifications

The list of websites to be crawled for publicly available information is as follows. The details of the sites are indicative only..

S.no	Site name	Site URL	Country	Full Site/Category
1	Billa	https://www.billa.at/	Austria	Full site
2	Interspar	https://www.interspar.at/	Austria	Full site
3	Penny	https://www.penny.at/	Austria	Full site
4	Dm	https://www.dm.at/	Austria	Full site
5	Müller	mueller.at	Austria	Full site
6	Denn's	https://www.denns-biomarkt.at/	Austria	Full site
7	Bipa	https://www.bipa.at/	Austria	Full site
8	Merkur	https://www.billa.at/billa-plus	Austria	Full site
9	Freßnapf	https://www.fressnapf.com/at/	Austria	Full site
10	Action	https://www.action.com/de-at/	Austria	Full site
11	Hofer (ALDI)	https://www.hofer.at/de/homepage.html	Austria	Full site
8	ASDA	https://www.asda.com/	UK	Full site
9	TESCO	https://www.tesco.com/	UK	Full site
10	Sainsbury's	https://www.sainsburys.co.uk/	UK	Full site
11	Morrisons	https://groceries.morrisons.com/	UK	Full site
12	ALDI	https://www.aldi.co.uk/	UK	Full site
13	TESCO	https://www.tesco.ie/	Ireland	Full site
14	SuperValue	https://supervalu.ie/	Ireland	Full site
15	ALDI	https://www.aldi.ie/	Ireland	Full site

The URL details of FLYER leaflet (Indicative only)

Competitor	PDF URL Website details	Country
Interspar	https://www.interspar.at/aktionen/salzburg/online-flugblatt-kw34?p=1 https://www.spar.at/aktionen/salzburg	Austria
Billa	https://assets-eu-01.kc-usercontent.com/cc0b17b0-a734-010a-8710-f644b7ee1f24/ac0dd725-4743-4040-bb20-801242322423/26.08.2021_01.09.2021.pdf	Austria
Lidl	https://www.lidl.at/info/flugblatt?ar=1	Austria
Penny	https://e.issuu.com/embed.html?backgroundColor=%23E1E3E3&backgroundColorF ullscreen=%23E1E3E3&d=fb_kw34&hideIssuuLogo=true&u=pennyat	Austria
Denn's	https://www.denns-biomarkt.at/bregenz-mariahilfstr-1/angebote/	Austria
Bipa	https://bipaviewer.aktionsfinder.at/?searchRedirect=1#1	Austria
Dm	https://journal.dm.at/	Austria
Müller	https://www.mueller.at/assets/staticContent/30/55930_drogerie-d16-at/blaetterkatalog/blaetterkatalog/pdf/complete.pdf?itm_content=kw35&itm_medium=themenbanner&itm_campaign=prospekt-drogerie-d16-pdf&itm_position=prospekte	Austria
Freßnapf	https://www.fressnapf.at/	Austria
Action	https://www.flugblattangebote.at/anzeigen/angebote/action-flugblatt-640539#page=1	Austria
Mpreis	www.mpreis.at	Austria

Topic	Description	What we want ?														
Online competitor prices																
Competitors	List competitors for which you conduct web crawling of prices.	Tesco Asda Iceland Sainsbury's Morrisons Tesco Scotland Asda Scotland Sainsbury's Morrisons Scotland														
Shopping list	Shopping list.	Tesco Entire Range Asda Entire Range Iceland Entire Range Sainsbury's Entire Range Morrisons Entire Range Tesco Scotland Entire Range Asda Scotland Entire Range Sainsbury's Scotland Entire Range Morrisons Scotland Entire Range														
Number of articles	Number of articles per shopping list.	<table> <tr> <td>Tesco Entire Range</td> <td>approx. 26k SKUs</td> </tr> <tr> <td>Asda Entire Range</td> <td>approx. 21k SKUs</td> </tr> <tr> <td>Iceland Entire Range</td> <td>approx. 5k SKUs</td> </tr> <tr> <td>Sainsbury's Entire Range</td> <td>approx. 26k SKUs</td> </tr> <tr> <td>Morrisons Entire Range</td> <td>approx. 20k SKUs</td> </tr> <tr> <td>Tesco Scotland Entire Range</td> <td>approx. 22k SKUs</td> </tr> <tr> <td>Asda Scotland Entire Range</td> <td>approx. 20k SKUs</td> </tr> </table>	Tesco Entire Range	approx. 26k SKUs	Asda Entire Range	approx. 21k SKUs	Iceland Entire Range	approx. 5k SKUs	Sainsbury's Entire Range	approx. 26k SKUs	Morrisons Entire Range	approx. 20k SKUs	Tesco Scotland Entire Range	approx. 22k SKUs	Asda Scotland Entire Range	approx. 20k SKUs
Tesco Entire Range	approx. 26k SKUs															
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Sainsbury's Entire Range	approx. 26k SKUs															
Morrisons Entire Range	approx. 20k SKUs															
Tesco Scotland Entire Range	approx. 22k SKUs															
Asda Scotland Entire Range	approx. 20k SKUs															

Topic	Description	What we want ?	
		Sainsbury's Scotland Entire Range	approx. 19k SKUs
		Morrisons Scotland Entire Range	approx. 22k SKUs
Number of shopping lists	Shopping lists applied per crawl and per competitor.	Tesco	1
		Asda	1
		Iceland	1
		Sainsbury's	1
		Morrisons	1
		Tesco Scotland	1
		Asda Scotland	1
		Sainsbury's Scotland	1
		Morrisons Scotland	1
Frequency	Frequency for each crawl. One crawl is the combination of competitor and shopping list.	Tesco	Daily
		Asda	Daily
		Iceland	Daily
		Sainsbury's	Daily
		Morrisons	Daily
		Tesco Scotland	Daily
		Asda Scotland	Daily
		Sainsbury's Scotland	Daily
		Morrisons Scotland	Daily

1. The extraction work for the indicative sites in Austria will begin from 1st of Jan'2022, and, for the sites in UK and IE, it is expected to start from early 2023.
2. Data crawling of the above given sites to be accomplished daily, weekly, and monthly basis as per frequency conveyed from time to time
3. Product display page (PDP) and Product List Page (PLP) data, information to be captured for product categories requested from all the categories – e.g., Fashion (apparel, cosmetics, watches, accessories, footwear, jewelry),

Furniture (soft furniture, hard furniture) as per the details given in the table above. The product count is limited to 500K/site

4. Extraction of the flyers carrying all the details to be done for the sites which will be provided in the separate list, and the list of sites can vary from time to time. The necessary request giving site details will be provided by TCS as per the requirement from ALDI.
5. Data validations as shared should be performed by SUB and report to be shared after every crawl
6. Make sure all the attributes mutually agreed upon and available on the website are captured and shared accurately. Most websites when opened in India, display the products which can be shipped to India only. Before crawling, the shipping location has to be changed to the country of that website, so as to capture all the products.
7. Data extracted from the websites to be presented in the format provided by TCS (the required fields not limiting to following are given below and the format is attached herewith which is subject to change). The format covers the required fields (first tab) (second tab) to be captured.

product_name, # brand, weight, # price_valid_from, # price_per_kg/I, # price, currency, # breadcrumbs, # pdp_url, # variants, # Article No., # Capacity, # Article Info., # Certification, # Manufacturer, # # Country of origin, # Eco control body, # Allergen notice, # Free of, Storage notice, # Alcohol content: # Taste, # Vintage, # Wine rating, # Wine color, # Calorific value, # Protein, # Carbohydrates, # Of which sugars, # fat, # hereof: saturated fatty acids, # salt

8. TCS will communicate the day and time at which Data Hut to provide the extract and price as applicable to Monthly extract and Weekly price and Weekly Extract and Daily price requirement.
9. Crawled data history to be maintained by the SUB at-least six months from the extract date.
10. TCS will provide continuous feedback to improve the quality of the extract and accordingly requirements will evolve in terms of format to be used, data quality, related quality, and overall improvement of the extract
11. Time to Time, as per the requirements of ALDI to be fulfilled, TCS will make necessary amendments in the above list of sites and communicate to Datahut well in advance.
12. Datahut to fulfill the request within 24 hrs. of the request from TCS in email and or through Help Desk that is set up by Datahut.
13. In case, Datahut is not in a position to meet the agreed TAT as mentioned above, Datahut to provide a valid justification for which TCS to agree on and have a mutual consensus of the revised timeline of the fulfillment of the request.
14. All such communication for the point 10 mentioned above to be exchanged and recorded in the official emails of the TCS and SUB.

2. Data Validation requirements

Following data validations checks shall be performed by the SUB prior to sharing the crawled data with TCS.

1. Ensure product attributes and their respective List of Values (LOV's) to be relevant to category and the website
2. Site map of all the websites to be captured accurately
3. A weekly Data validation report comprising of above checks to be produced to TCS

3. Term

This Schedule is effective from 1st January 2022 and will be valid up to 31st December 2024
 Term is likely to extend for another 2 years starting from 1st January 2025 up to 31st December 2026.

4. Service Level Credits:

Any failure to achieve a service level target, as described in this Section, will be deemed as Service Level Default (“Service Level Default”). For each Service Level Default, TCS shall receive credit (“Service Level Credit”). For each Service Level Credit that TCS is entitled to receive, SUB shall provide a credit for the amount of the Service Level Credit to TCS within thirty (30) calendar days of the end of each contract quarter during the Term. Service Level Credit shall be adjusted against the invoice of the SUB. SUB shall track and submit a written report to TCS identifying any Service Level Defaults, and the corresponding Service Level Credits, incurred (if any) on a monthly basis during each such contract quarter.

Service Levels	Service Level Targets	Service Level Credit Percentage
On-time Delivery	100% on or before the stipulated time for set of sites to be crawled on monthly basis	Up to 15% of monthly fees as mentioned in Annexure B; on service level defaults, provided: missing the stipulated time of delivery more than once
Quality of the data	1) >90% of data feed received shall not have any details missing in the crawled feed (and found available on the sites that are crawled) 2) Data provided is in the agreed format 3) The data covers all the agreed information	Up to 10% of monthly fees as mentioned in Annexure B; on service level defaults, provided: More than two instances for a crawled site where >10% of details missing in the crawled feed (and found available on the sites that are crawled)
Availability / Supportability	1) Availability for the meetings; weekly calls where meetings / calls planned at least 48 hours in advance 2) Approachable over calls or emails on all the working days Monday to Friday - 10 AM to 7 PM IST 3) Turnaround time of 1 hour from the time of notification for resolving any quality issues	Up to 10% of monthly fees as mentioned in Annexure B; on service level defaults, provided: Instances of misses more than two per site

5. Point of contacts:

SUB's consultants will report to XXX – Project Manager, TCS (xxx@tcs.com) or any other TCS associate as designated by TCS. The Relationship Manager for Hashwave Technologies will be Jezeel M.K (jezeel@datahut.co, Contact # +919746040374) or any other associate as designated by the SUB.

SUB's Account Manager, Jobin P, jobin@datahut.co, +919037820298 will be available during business working days 10.00 AM to 7.00 PM IST for any calls or meetings or escalations and assist in closing any open items and provide regular status updates on the status of data services requests and act as a Point of Contact (POC) for this contract. TCS and SUB will have a weekly status review meeting where the status of the deliverables, quality of the work, the timely compliance of deliverables and any open action items or areas of improvement will be discussed and reviewed.

SCHEDULE B**CHARGES AND FEES**

- SUB has agreed to the following charges corresponding to the sites in different countries and discounted pricing as a package for the sites.

	Austria	Discounted Pricing (Austria)	UK	Discounted Pricing	Ireland	Discounted Pricing	UK+ Ireland	Discounted Pricing (UK+ Ireland)	All 3 (Austria +UK+ Ireland)	Discounted Pricing
Competitor Sites	Billa Lidl Penny Interspar Denn's Bipa / Bipa+ Dm Müller Frēsnapf Mpreis <u>Total: 09</u>		ASDA Tesco Sainsbury's Morrisons Iceland <u>Total: 5</u>		ASDA Tesco Iceland SuperValue <u>Total = 4</u>		<u>Total=9</u>		<u>Total=18</u>	
Monthly PDP extract: Price	\$5400	\$4860	\$3000	\$2700	\$2400	\$2160	\$5400	\$4860	\$10800	\$9720
Weekly PDP extract: Price	\$9000	\$7200	\$5000	\$4000	\$4000	\$3200	\$9000	\$7200	\$18000	\$14400
Daily PDP Extract: Price	<i>#Please refer the point given below</i>									

- The discounted pricing is given based on the number of websites in a package (viz. 09 sites in AUSTRIA, 05 sites in UK and 04 sites in Ireland i.e., Total of 18 sites in the package). If websites are removed from the package during the course of the project, the pricing discounts shall not be applicable. However, the individual websites can be replaced with websites of similar complexity and volume.
- Monthly extraction charges per individual site is: \$ 540/site/extraction for up to 500K products. This is based on the discounted package pricing.
- Weekly extraction charges per individual site is: \$800/site/up-to 4 extractions/month for up-to 2M products/month/site. This is based on the discounted package pricing.
- # Daily PDP extract charges would be for up to 2.5K products per site/price/day . capped: \$250/month – However, no additional amount will be charged in the above package pricing.
- # Weekly extraction of flyers from the URLs (details of FLYER leaflet as indicative given above) is part of the package, and no additional amount will be charged in the above package pricing.

- The payment schedule is subject to satisfactory completion of the work by SUB towards meeting the requirements specified by TCS.
- Any changes out of the current scope of work, due to new requirements or additional requirements which are not discussed during the initial project discussions shall be charged at \$25 per hour.
- The invoice must contain
 - Date and Description of the invoice (e.g., Invoices for the data and content services for the corresponding month & year stated)
 - Designation of the SUB, facility or location for which the Services were rendered from
 - GST, if any, along with IGST and CGST registration numbers.

Invoice must be received by TCS no later than thirty (30) days after completion of the monthly work in order to be paid, provided, however, that notwithstanding the foregoing, TCS shall not be responsible for any delays in invoicing due to any act or omission of the SUB.

SCHEDULE C

CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT PROVISIONS

This Agreement is made between Hashwave Technologies Private Limited., (the "SUB"), Tony Paul ("SUB's Personnel") and Tata Consultancy Services Limited ("TCS"). "I", "me" or "my" are references to SUB's Personnel. This Exhibit is signed by SUB and SUB's Personnel pursuant to the Subcontractor Services Agreement dated 1st April 2020 ("Agreement") between the SUB and the TCS.

I recognize that the SUB provides Services to TCS, and that services, technology and new ideas are critical to the success of TCS. I also recognize that information about TCS, TCS' Customers as well as information derived from business activities while working for the TCS, is very important to TCS. As a SUB's Personnel assigned to work on TCS' project, I further recognize that it is a precondition for me to get the opportunity to work on the TCS project that I preserve and protect all Confidential Information (as such term is defined in the Subcontractor Services Agreement) and recognize that TCS owns all of the intellectual property rights in the work product and resulting from the Services provided by me.

**THEREFORE, IN CONSIDERATION OF THE INDUCEMENTS, MUTUAL COVENANTS AND CONDITIONS
HEREIN CONTAINED, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE
CONSULTANT AND I AGREE AS FOLLOWS:**

I. Confidential and Proprietary Information. I acknowledge that all information and documents disclosed by TCS or TCS' Customer, or which come to my attention during the course of my performance of work for TCS, constitute a valuable asset of and are proprietary to TCS. Therefore, I will keep confidential and not disclose, use or otherwise make available to any third party any confidential information, advice or material of any nature that is provided or made available by TCS, including but not limited to, any written reports or other data, without the prior written consent of TCS. I will return all TCS information and data to TCS at the end of the TCS project or upon TCS' request. Any notes or other work product developed by me as a result of the TCS project or derivative of the TCS confidential information, shall be subject to the same obligations of non-disclosure and non-use as confidential information disclosed to me by TCS personnel. TCS confidential and proprietary information includes, but is not limited to technology, tools, processes, methods, business, data, pricing methods, software code, vendor information and lists, Personnel lists, data handling methodology and processes, and research processes and strategies, business process and any other information related to any TCS project.

This confidentiality provision shall not apply to any information that: (i) is in or comes into the public domain through no breach by me of my obligations under this Agreement; (ii) I acquire from a third party who owes no obligations of confidence to TCS; or (iii) was already known to me at the time it received such information from TCS as shown by my prior written records.

If I am requested or required by any legal or investigative process to disclose any information that I am not permitted to disclose, I shall provide TCS with prompt notice of each such request and the information requested so that TCS may seek to prevent disclosure or the entry of protective order. If disclosure is required and a protective order is not obtained, I shall disclose only such information that is advised by my counsel is legally required to be disclosed.

II. Ownership of Work Product. TCS owns all information relating to its products, processes, services, research and other business pursuits that is not generally known outside TCS and from which TCS could derive economic value. I will inform TCS in writing of all ideas, inventions, discoveries, and improvements that I conceive or reduce to practice

as a result of my work for TCS. All of those creations will be TCS' property. I will help TCS acquire and retain titles to them.

All written, graphic or recorded materials that I prepare as a result of my work for TCS belong to TCS. I will use those materials only as instructed and will dispose of them only as TCS directs. At the end of my work for TCS, I will return all such materials, including any copies, to TCS.

Any copyrightable work or portion of work that I have created or create while working for TCS or relating to TCS' business is and shall be deemed to be a "work made for hire," as that term is defined in the Copyright Laws of the United States of America or any other international, country, or state having jurisdiction. If, for any reason, any such copyrightable work does not fall within the definition of a "work made for hire" or is otherwise deemed not to be a "work made for hire," then I assign and convey to TCS the entire right, title and interest to the work, including, but not limited to, the copyright. I waive any moral or attribution rights that I may have in the work, and grant to TCS the right to modify, create derivatives and otherwise use the work at its discretion.

I will cooperate with the SUB and sign all documents that may be prepared by TCS and will take other necessary actions, as reasonably requested by the SUB or TCS, to affect the terms of this Agreement or to perfect or enforce any proprietary rights resulting from or related to my work for TCS. My cooperation and signing of documents will be performed without additional compensation to me; provided, however, that the SUB will reimburse me for reasonable out-of-pocket expenses incurred at the SUB's or TCS' specific request.

III. Miscellaneous.

I acknowledge and agree that I am the Personnel of the SUB and I further acknowledge and agree that I am not, nor shall I be deemed to be, the Personnel of the TCS and that I will not bring any claim whatsoever against the TCS with regard to, or arising out of, employment related issues, including, without limitation, any claims arising out of or relating to payment of salary and other employment benefits to me. I expressly agree not to assert any claim against the TCS alleging that I am the Personnel of the TCS.

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding all choice of law provisions. All proceedings relating to or arising out of the subject matter hereof shall be maintained exclusively in the courts situated in New York, New York, and I hereby consent to personal jurisdiction and venue therein and hereby waive any right to object to personal jurisdiction or venue therein.

My promises in this Agreement are intended to protect TCS' and TCS' Customer's information and intellectual property. Therefore, I understand and agree that TCS is entitled to enforce my promises and to bring civil litigation against me to do so. Due to the nature of this Agreement, TCS shall be entitled to an injunction restraining such breach or threatened breach without having to prove actual damages or threatened irreparable harm. Such injunctive relief as TCS may obtain shall be in addition to all of the rights and remedies available at law and in equity. Such equitable relief may include, but is not limited to, the seeking of a temporary or permanent injunction, restraining order or order for specific performance, and may be sought with or without prior notice, depending on the circumstances. TCS shall be entitled to

recover from me reasonable attorneys' fees and expenses incurred in any action wherein TCS successfully enforces the provisions of this Agreement against the breach or threatened breach thereof by me.

IN WITNESS WHEREOF, the SUB and I have executed this Agreement on the date(s) set forth below.

Tony

SUB's Personnel Signature

Date: 11/08/2022

SUB Company: Hashwave Technologies Private Limited

By: Tony Paul, Head of Marketing

Date: 11/08/2022

Accepted

Tata Consultancy Services Limited

By: _____

SCHEDULE D
[OTHER PROVISIONS]

Part 1 – Project Specific Aspects

Def/Description of Customer affiliates - Not Applicable

Def/Description of Target Market - Global, not restricted to any region or state or country

Part 2 – Additional Flow Down Provisions

In case of change in the site, Data Hut will ensure the availability of the competitors' data within 72 hrs. (max) from the time it is revealed and communicated to TCS.

Further delays if anticipated, must be communicated via email and or other official sources of communication (Help Desk Tickets) with justification

Data Hut to provide the data as required and as per the frequency specified in the requirement document that TCS provided. Such requirement may go through change in time to time and will be communicated to Data Hut in the requirement document and or via email communication.(The requirement document will be a dynamic document and will be reviewed from time to time unless otherwise specific need arrives)

Part 3 – Further Provisions

Auditing Use of the System. SUB agrees that the Customer may audit SUB's use of any Systems. SUB agrees that the Customer has the right, but not the obligation, to review any information, emails, or other data stored on or contained in any computer hard drive, disk, or any other storage medium in any way connected to the Systems or contained Customer property or data ("SUB Information") to determine whether there have been any violations of this Agreement or Law.

Background Check. A criminal background check and a social security number (or equivalent) check has been conducted on each SUB Personnel in accordance with applicable Law prior to assignment of any member to perform Services, and the results of such checks have been favorable/satisfactory. SUB shall provide report of such background check immediately upon written request and in the form as may be prescribed by TCS from time to time.

Security Measures. SUB warrants that it uses measures consistent with accepted industry standards and all applicable Laws, to ensure the security and integrity of the Customer data, if received or obtained under this Agreement.

Exhibit 1
to
Schedule D
Security Requirements

Not applicable

SCHEDULE E
[DATA PROCESSING AGREEMENT]

Not applicable