INVITATION FOR SUBMISSION OF BIDS FOR HIRING SKILLED MAN POWER FOR FARE FILLING

REFERENCE NO: IPC/2026/01

CHAIRMAN OF INTERNAL PROCUREMENT COMMITTEE,
SRILANKAN AIRLINES,
AIRLINE CENTRE
BANDARANAYAKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA

Dear Sir/Madam,

IFB NO: IPC/2026/01

INVITATION FOR BIDS FOR HIRING SKILLED MAN POWER FOR FARE FILING FOR SRILANKAN AIRLINES

SriLankan Airlines hereby invites tenders for Provisioning of hiring skilled man power for fare filing for SriLankan Airlines for a period of 01 year. The bid document is attached herewith.
Bid should be e-mailed to rmprocurement@srilankan.com with the IFB number clearly mentioned on the subject and addressed to Senior Manager Revenue Management by 05th October 2026 at 1000Hrs (Sri Lanka time: GMT +0530). The bid acknowledgement form attached to the document must be completed and returned by email to gihan.abeysekera@srilankan.com.
Any inquiry/clarification about the Tender should be e-mailed to dinesh.pathirana@srilankan.com and gihan.abeysekera@srilankan.com to reach before 21st September 2026.
Bids will be opened on 05th October 2026 at 1030Hrs (Sri Lankan time: GMT +0530) via Microsoft Teams. Kindly note that 01 representative per bidding company is permitted to take part in the tender opening.
Please contact any of the above, well in advance to make necessary arrangement.

Yours Faithfully,
Chairman of Internal Procurement Committee,
SriLankan Airlines.

Section I. Instructions to Bidder (ITB)

A: General	
1 Scope of Bid	1.1 SriLankan Airlines invites you to submit a bid for the supply of services as specified in Section III - Schedule of Requirements. You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 07 working days prior to bid closing date.
B: Contents of Documents	
2 Contents of Documents	2.1 The documents consist of the Sections indicated below. • Section I. Instructions to Bidders • Section II. Data Sheet • Section III. Schedule of Requirements • Sections IV. Bid Submission Form • Section V. General Conditions • Annexure A : Bid Acknowledgement Form • Annexure B : Technical/General Specifications & Compliance form • Annexure C : Price Schedule Form • Annex D: Bid Securing Declaration Form • Annexure E - Non-Collusion Declaration • Annexure F : Clientele Information Form • Annexure G : Vendor Information Form • Annexure H : Data Security Schedule • Annexure I : Non-disclosure Agreement • Annexure J: Sample Contract

	C: Preparation of Bid
3 Documents Comprising your Bid	3.1 The document shall comprise the following: • Sections IV : Bid Submission Form • Annexure B : Technical/General Specifications & Compliance Form • Annexure C : Price Schedule Form • Annexure D : Bid Securing Declaration Form • Annexure E - Non-Collusion Declaration • Annexure F : Clientele Information Form • Annexure G : Vendor Information Form • Annexure H : Data Security Schedule
4 Bid Submission Form and Technical/ General Specifications & Compliance form	4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
5 Prices	5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form. 5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid. 5.3 Prices quoted by the Bidder shall be fixed during the period specified in ITB clause 7.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.
6 Currency	6.1 The Bidders shall quote in United States Dollars.
7 Period of Validity of bid	7.1 Bids shall remain valid till 04th January 2027.

8	Bid Securing Declaration	8.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure D. **(Mandatory)**
9	Format and Signing of Bid	9.1 The bid shall be typed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed in the given area when forwarding.
		E: **Submission and Opening of Bid**
10	Submission of Bid	10.1 Bidders shall submit their bids by email. 10.2 The subject of the email should include: **"Bid for hiring of skilled man power for fare filing for SriLankan Airlines** (**IPC/2026/01).**" 10.3 If any bidder wishes to hand deliver the bids, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section II, Data sheet, clause 4 for contact details. 10.4 If bidders wish to email their bids, please email the bids to the following email account **rmprocurement@srilankan.com**
11	Deadline for Submission of Bid	11.1 Bid must be received by the SriLankan Airlines to the e-mail address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.
12	Late Bid	12.1 SriLankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 13.1 below.
13	Opening of Bids	13.1 SriLankan Airlines shall conduct the opening of bids in the presence of the Bidders through Microsoft Teams, date and time specified in the Data Sheet. 13.2 A representative of the bidders may be present and mark its attendance. 13.3 If any bidder wishes to participate for bid opening, please contact SriLankan Airlines staff well in advance for the arrangements. Refer Section II, Data sheet, clause 4 for contact details. 13.4 Presence of the Bidder will not necessarily ensure selection of the proposed services.

F: Evaluation and Comparison of Bid		
14 Clarifications	14.1	To assist in the examination, evaluation and comparison of the bids, SriLankan Airlines may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the SriLankan Airlines shall not be considered.
	14.2	SriLankan Airlines' request for clarification and the response shall be in writing at SriLankan Airlines' email address specified in the Data Sheet.
15 Responsiveness of Bids	15.1	SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received.
	15.2	If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines.

16	Evaluation of bid	16.1 The bid will be subjected to a technical evaluation based on the following criteria: - Ability to deliver all requirements stated in Annex B with suitable technologies, infrastructure, human resources and domain knowledge. - Experience with at least 3 airline customers, preferably full-service carriers who currently use manual fare filing having at least 2 customers with 4 year history. - Final cost for the 1-year period. - Credit terms better than specified - Ability to increase filling staff at short notice for urgent and ad-hoc filing requirements - Flexibility to increase or decrease allocated staff for filing according to filing volume with minimum lead time. - Contingency plan for seamless business continuity in terms of human resources, technical resources, locations and other logistics. - Knowledge transfer period of two months or better. - Technical competencies of the staff allocated to SLA - Penalty model for recovery of losses due to filing errors - Vendor should not be providing fare audit services to SriLankan Airlines. - The service must include checks to detect formatting, numerical and other errors in the data transmitted by the airline. - SriLankan Airlines at its sole discretion may opt to not acquire the services of the fares Help Desk.
18	SriLankan Airlines' Right to Accept any Bid, and to Reject any or all Bids.	18.1 . SriLankan Airlines reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.
G: Award of Contract		
19	Acceptance of the Bid	19.1 SriLankan Airlines will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.

20 Notification of acceptance	20.1 SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted. 20.2 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it. 20.3 Within the bid validity period days of receipt of such information, the successful Bidder shall sign the contract. 20.4 The Contract is extendable for a further 01 year period based on mutual agreement under same terms and conditions and supplier performance.

Section II: Data Sheet

ITB Clause Reference	
1	The address for submission of Bid is : Attention : Dinesh Pathirana Address: Senior Manager Revenue Management Revenue Management Department, Terminal 5, Cargo Village, Bandaranaike International Airport, Katunayake, Sri Lanka Opening of the Bids: Bids will be opened on 05th October 2026 at 1030Hrs (Sri Lankan time: GMT +0530). Bidders or their authorized representatives may participate in the bid opening. Bidders intending to participate in the bid opening are required to inform the Liaison Officer specified in Section II, Clause 2, no later than three (03) calendar days before the bid submission closing date and time.
2	Deadline for submission of bids will be on 05th October 2026 at 1000Hrs (Sri Lankan time: GMT +0530). **Liaison Officer:-** Attention: Gihan Abeysekera Address: Revenue Management Department, Terminal 5, Cargo Village, Bandaranaike International Airport, Katunayake, Sri Lanka
3	Opening of bids Bids will be on 05th October 2026 at 1030Hrs (Sri Lankan time: GMT +0530).

4	**For Clarifications/ submitting of bids/participating for bid opening:** Attention: Gihan Abeysekera Address: Revenue Management Department, Terminal 5, Cargo Village, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone: 0197334866 E mail address: gihan.abeysekera@srilankan.com All clarifications to be submitted to the above address before 21st September 2026.

Section III – Schedule of Requirements

Line Item #	Description of Goods	Estimated quantity per month	Unit of Measurement	Final Destination	Delivery Date
01	Full Time Employees provided for fare filing	(Maximum of 8)	FTE	Revenue Management	15th November 2026
02 (Optional)	Full Time Employees provided for Help Desk	(Maximum of 2)	FTE	Revenue Management	15th November 2026

** Please note that the FTEs are estimated FTEs and would differ depending on passenger loads, flight frequency, destination changes, etc.

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITED, THE BID SHALL BE REJECTED

Section IV - Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated no alterations to its format shall be permitted and no substitutions will be accepted.]

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

(a) We have read and have no reservations to the document issued;

(b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of supply of ____;

(c) The unit price of our bid is: [insert the individual unit price in words and figures];
   Excluding Tax :-
   Including Tax :-
   (Please mention the tax breakdown)

(d) Our bid shall be valid for the time specified in ITB Clause 7.1

(e) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(g) Bid Securing Declaration is attached and same is valid for a period of 148 days after the bid submission deadline date.

Signed :

Name :

Date :

Section V – General Conditions

I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SLA.

II. SriLankan Airlines would carry out unannounced site inspections during evaluation stage and during the contract period if deemed necessary and applicable.

III. In order to ensure continuity of supply of services to SriLankan Airlines in the event of a disruption to bidder’s operations, please provide details of alternative arrangements available within the agreed cost and specifications of services.

IV. If the services provided are not in accordance with all agreed specifications with SriLankan Airlines, then SriLankan Airlines reserves the right to reject such services and recover all monies paid.

V. Liquidated Damages

Liquidated damages shall be applied for late deliveries.

A maximum of 0.05% of the contract value per day. of the entire value of service of delay or failure to deliver to the satisfaction of SriLankan Airlines.
However, the quantum of liquidated damages shall not exceed 10% of the contract value.

ANNEXURE A: Bid Acknowledgement Form

IMPORTANT

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to bid closing date.

Invitation for submission of bids for the supply of ___- reference no: ___ is hereby acknowledged

☐ You may expect to receive our proposal on or before

……………………………………………………………………………

☐ We do not intend to submit a proposal because

……….

……

…………………………………………………………

Signed : ………………………………………………………………………….

Title : ………………………………………………………………………….

Company : ………………………………………………………………………….

Date : ………………………………………………………………………….

ANNEXURE B - Technical/General Specifications & Compliance Form

Name of the Bidder : ……………………………………………………………………………………..

SCOPE

The scope includes an efficient workflow mechanism between airline and the fare filing company for effective transmission of fares, rules and other associated services inclusive of testing of filed data as indicated below.

The expectation is to file fares, rules and other types of filing for CUSTOMER's entire network to all its distribution channels.

VENDOR shall indicate their understanding and the capabilities of carrying out the tasks detailed below and fulfil the intent with suitable technologies, infrastructure and domain knowledge.

VENDOR is also expected to carry out filings for any special, short-term, high-volume projects requiring additional man power.

VENDOR shall also make sure all the filed fares are correctly distributed to all main GDSs and all distribution channels as per the CUSTOMER requirements.

Running Number	Technical Specifications	Bidder's Response (Yes/ No)	Remarks
1.	**Deliverables**		
1.1	VENDOR shall clearly indicate the proposed solution with detailed end to end Processes including process diagrams.		
1.2	Ability to support filing of 500 – 600 filings a month is mandatory.		
1.3	Vendor should have the ability to increase or decrease allocated staff for filling according to filing volume with minimum lead time.		
1.4	The standard operating procedures followed by VENDOR when fulfilling CUSTOMER requirement shall be clearly indicated in the proposal.		

1.5	VENDOR shall propose a template that CUSTOMER can use to approve fare with minimum information or VENDOR shall extend a workflow of their own until a Fare Management System is implemented at CUSTOMER.		
1.6	Ability to work with any industry standard Fare Management System implemented by Customer		
1.7	VENDOR shall also propose the communication process with relevant contact details.		
1.8	VENDOR shall share the escalation matrix with relevant contact details.		
1.9	Periodic Reports		
1.9.1	Daily Report/Dashboard to be provided with the status of filings received, completed, pending, resource allocation, and also provide details and status of issues received.		
1.9.2	Monthly Reports/Dashboard shall be provided by the VENDOR including the monthly progress including volume handled in all categories (Regular, short term and promotions separately), Issues reported, corrective measures taken, service levels achieved, …etc.		
1.9.3	Productivity reports shall be provided daily which should include the number of filings performed by each FTEs, with the categories, their in-time, out time and relevant other activities performed.		
1.10	VENDOR is expected to conduct periodic review meetings either onsite or at vendor premises with the aim of sharing industry best practices, introduce possible shortcuts, and propose recommendations to optimize the fare distribution process.		
2.	**Business Requirement**		
2.1	Types of Filing		
2.1.1	Automated Distribution of Fares/rules (regular/Long term online fares, regular/Long term interline fares, regular/Long term codeshare fares and short term promotional/tactical fares)		
2.1.2	Handle all corporate fares, promotions and private fares via ATPCO CAT 15 and Cat 35		

2.1.3	Handle Fare by rule-Dynamic Discounting via CAT 25		
2.1.4	Coding and maintaining automated re-issues via CAT 31 and automated refunds via CAT 33 along with CAT 16 penalties.		
2.1.5	Handle Carrier imposed surcharges filing (YQ/YR)		
2.1.6	Automation of all types of surcharges via CAT 12		
2.1.7	Filing of fares for different PAX types (Seaman/VFR/Foreign worker/Student/ITX/GV/etc.)		
2.1.8	myIDTravel (Zonal Employee Discount (ZED)) fares filing for oneworld and non oneworld partner carriers		
2.1.9	Updating and maintaining of Global oneworld Fare products		
2.1.10	Automation of Redemption fares and redemption upgrades for Frequent Flyer Program		
2.1.11	RBD Chart 1 and Chart 2 filing		
2.1.12	Filing of Ticketing Fees (OB)		
2.1.13	Automation of Free Baggage Allowances, Baggage charges via Optional services		
2.1.14	Automation of Ancillary Services		
2.1.15	Updating and maintaining fares of the CUSTOMER Internet Booking Engine (IBE) including time to time approved Global and Regional Promotions		
2.1.16	Updating and maintaining fares of the CUSTOMER Agent Booking Engine (ABE) including time to time approved Global and Regional Promotions		
2.1.17	Updating and maintaining fares of the CUSTOMER AMADEUS Group Manager (AGM) including time to time approved Global and Regional Promotions		
2.1.18	Handle filing for any special projects that will be implemented time to time.		

2.1.19	Automation of new Fare Products and structures that may be introduced to the CUSTOMER network periodically (E.g. Branded Fares)		
2.1.20	VENDOR is also expected to carry out filings for any special, short-term, high-volume projects outside the scope of normal work requiring additional manpower (Commercials to be agreed mutually)		
2.1.21	Filing through Amadeus FareXpert for Dynamic Discounting and Negotiated fares		
2.1.22	Branded fares filing via ATPCO inclusive of Rich content		
2.1.23	Ability to file fares that have been approved using ATPCO “Architect” tool		
2.1.24	Ability to files fares using ATPCO Rapid Fare Update tool		
2.2	VENDOR is responsible for conducting pre & post GFS (Government Filing System) quality audits for every filing they perform and verify the accuracy. VENDOR requires it to maintain accuracy filing at 100%. Airline will charge from VENDOR any loss incurred because of filing errors		
2.3	In case if any issues, or complication and unusual GDS processing logics and behaviors are found, VENDOR shall raise Incident Records (IR) with Amadeus or relevant other GDS and follow up until resolution. VENDOR should keep CUSTOMER informed about any critical incidents.		
2.4	VENDOR shall undertake ongoing aggressive clean-up of expired data from ATPCO Database to always maintain minimum possible database size to optimize ATPCO Database Occupancy cost.		
2.5	VENDOR shall also take all possible measures to keep direct monthly ATPCO cost, inclusive if GFS cost to the carrier at minimum possible level.		
2.6	VENDOR is expected to carry out testing of specialized and new filing requirements from time to time and share the results with CUSTOMER. This may be due to launching new requirements such as new Ancillary services, Service fees, Branded fares, etc.		

2.7	VENDOR shall notify Airline about new ATPCO applications, enhancements to existing applications and their benefits.		
2.8	Manage and operate fares Helpdesk (Optional) VENDOR is expected to manage and operate 24x7 fares help desk, in order to perform speedy and proactive resolution of issues escalated to them pertaining to filed fares/rules. This includes investigations, identifying the root causes, and providing incident reports to CUSTOMER within the agreed time frames.		
2.9	VENDOR shall propose a template that CUSTOMER can use to approve fare with minimum information or VENDOR shall extend a workflow of their own until a Fare Management System is implemented at CUSTOMER.		
3.	**Service Levels and Penalties**		
3.1	VENDOR is expected to provide services continuously from 7 am to 11 pm every Monday to Saturday including holidays.		
3.2	For urgent filings VENDOR is expected to allocate staff to work on Sunday without any additional cost.		
3.3	VENDOR must indicate how they will arrange this support by indicating Roster patterns, number of Full Time Employees (FTEs), help desk support, fault logging and monitoring mechanisms, escalations, service levels associated with filing and other associated services… etc.		
3.4	VENDOR must indicate how number of FTEs will be allocated depending on work load		
3.5	Turnaround Time measurement should be provided based on the provided filling types and segment types		

Filing Type	The number of hours required
Public Regular (Year-round) Online Fare Sheet	
Public Regular (Year-round) Interline Fares	

	Public/Private Promo/Tactical Fares – Urgent				
	Public/Private Promo/Tactical Fares – Non-Urgent				
	RBD Chart 1 and Chart 2 Coding				
	Carrier Imposed Surcharges (YQ/YR) – Small Adjustments				
	Carrier Imposed Surcharges (YQ/YR) – Network-Wide Changes				
	Cat 25 Global Promotions – Redistributed to Selected Office IDs using CAT15/35				
	Cat 25 Promotions – Country Specific				
	Ancillary – Changes to a Full Product Structure Network wide change				
	Ticketing Fees (OB) – One-Time Initial Implementation				
	ZED (myIDTravel) – Zonal Employee Discount – New Filings for New Carrier				
	ZED (myIDTravel) – Zonal Employee Discount – Annual Fare Level Changes				
	Redemption (FFP) – Full Structure Changes				
	Redemption (FFP) – Amendments to Existing Filings				
	Redemption (FFP) – Upgrades – Full Structure Changes				
	Automation of Surcharges via ATPCO Cat 12 – High Complexity General Rules Filings				
	Automation of Surcharges via ATPCO Cat 12 – Small-Scale Generic Rules Filings				
	Oneworld Fare Products – Changes to Rules/Levels				
	CAT31 penalty update				
	CAT33 penalty update				
	CAT31 Network wide policy change				
	CAT33 Network wide policy change				
	Branded Fares - Changes to the existing content				
	Branded Fares - Filing of new exception				

	Special Projects / Initial Implementation of New Applications		
	Work Scope **<u>Breakdown for Average Monthly Filing Volume</u>**		

Filing Type	Average No. of Filings per month
Private Tactical	90
Private Regular	30
Public Regular	130
Public Tactical	190
FBR	30
Baggage	20
RBD Chart 1/ 2	4
YQ/YR	2
Others*	4
Total	**500**

Others* - Other Ancillary services related filings(XLR, ASR, Pre-Paid Chargeable Meals, Special Onboard Cakes), Redemption (FlySmile) filings, MyIDTravel(ZED), MIBA, CAT31/33 filings, Ticketing Fees (OB)

<table>
<tr><td></td><td><u>Breakdown for Average Monthly Segment Volume</u>
<table>
<tr><th>Segment Type</th><th>Average No.of Segments per month</th></tr>
<tr><td>Fares</td><td>102,980</td></tr>
<tr><td>Rules</td><td>6,070</td></tr>
<tr><td>Footnotes</td><td>530</td></tr>
<tr><td>RBD Chart 2</td><td>620</td></tr>
<tr><td>YQ/YR</td><td>70</td></tr>
<tr><td>Total</td><td>110,270</td></tr>
</table>

Any incident categorized as “Urgent” must be attended and resolved at least within 12 hours by the VENDOR and incident report with root causes shall be submitted within 2 working days of the incident.

In case where an ad-hoc requirement requires additional support, VENDOR must be capable of providing the required support to accomplish the task.</td><td></td><td></td></tr>
<tr><td>3.6</td><td>VENDOR must ensure that competent and well-trained staff (80% of staff to have a minimum experience of two years) are deployed at all times and agreed number of FTEs are deployed continuously. Hence, please share the staff profiles along with the proposals.</td><td></td><td></td></tr>
<tr><td>3.7</td><td>Daily Reports/Dashboard to be delivered by the next day morning whereas monthly reports/dashboards shall be delivered by 1st week of the following month followed by a discussion through conference call.</td><td></td><td></td></tr>
</table>

4.	**Infrastructure and Other Requirements**		
4.1	**Infrastructure** VENDOR is fully responsible of providing and managing the infrastructure (inclusive of technical infrastructure requirements) and relevant other resources required in carrying out this end-to-end process and CUSTOMER will only provide the vendor Sign-in codes required to access the systems. Hence, VENDOR is expected to mention the required systems indicating the user access levels and other requirements.		
4.2	**Staff Competency** VENDOR must ensure that competent and well-trained staff (80% of staff to have a minimum experience of two years) are deployed at all times and agreed number of FTEs are deployed continuously. Hence, please share the staff profiles along with the proposals.		
4.3	**Transition Plan** VENDOR shall propose a plan with a schedule indicating the detailed knowledge transfer process from CUSTOMER, and any other requirements to take up the fare filing. Also indicate if any transition and familiarization period is expected from the CUSTOMER.		
4.4	**Company Profile** VENDOR must indicate the company profile, experience, background of their services related to fare filing process for other airlines, customer base, volume of transactions currently handled, manpower, awards and other relevant information.		
4.5	**Reference Customers** VENDOR shall clearly indicate their experiences in fares distribution process and related other services in airline industry, especially indicating the full-service carriers currently serviced in this region. VENDOR must also indicate minimum of two reference airlines with the people to contact and the contact details (name, contact number).		
4.6	Communication language should be English.		
4.7	Preference will be given to support services provided outside standard of working hours.		
5	**Data Protection and Information Security Requirements**		
5.1	The Service Provider shall comply with all applicable data protection and privacy laws and regulations, including but not limited to the European Union General Data Protection Regulation (EU GDPR), in relation to the processing of personal data belonging to SriLankan Airlines, its customers, employees, directors, and other stakeholders.		

5.2	The Service Provider shall process personal data solely for the purpose of delivering the services specified under the Contract and shall not use such data for any unauthorized purpose.		
5.3	The Service Provider shall implement and maintain appropriate technical, organizational, and administrative controls to protect SriLankan Airlines data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, unauthorized access, or any other form of compromise.		
5.4	The Service Provider shall notify SriLankan Airlines in writing of any actual or suspected information security incident or personal data breach without undue delay and no later than twenty-four (24) hours after becoming aware of such event.		
5.5	The Service Provider shall not engage any subcontractor, third party, affiliate, or non-employee to process SriLankan Airlines data without obtaining prior written approval from SriLankan Airlines.		
5.6	The proposed solution and the Service Provider shall be compliant with the latest version of ISO/IEC 27001 Information Security Management System (ISMS) requirements.		
5.7	The Service Provider shall establish, implement, operate, and maintain security controls that ensure the confidentiality, integrity, and availability of SriLankan Airlines information assets throughout the contract period.		
5.8	Upon termination or expiration of the Contract, the Service Provider shall securely return or permanently destroy all SriLankan Airlines data and provide written certification of such return or destruction upon request.		

Running Number	**General Specifications**	**Bidder's Response (Yes/ No)**	**Remarks**
1			
2			

ANNEXURE C: Price Schedule Form

Name of the Bidder : …………………………………………………………………………………..

Line Item No.	Description of Services	Location	Unit of Measure	Unit Price in USD (including Tax and excluding Tax)	Payment Term	Lead Time (Production + Delivery)	Remarks
1	Full Time Employee		FTE 8 (Per day)				
2 (Optional)	Full Time Employee (For Fares Help Desk)		FTE 2 (Per day)				

*Note :- Working hours 0800Hrs to 2200Hrs per day (Excluding Sundays)

Signature :…………………………………… *[Signature of person signing the Bid]*

Designation :…………………………………… *[Designation of person signing the Bid with frank]*

Date : ……………………… *[Insert date]*

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITED, THE BID SHALL BE REJECTED

ANNEXURE D: Bid Securing Declaration

*[The **Bidder** shall fill in this form in accordance with the instructions indicated in brackets]*

Date: ------------*[insert date by bidder]*

Name of contract –[insert name]*

Invitation for Bid No: ---------[insert number]*

To: ----------[insert the name of the Purchaser (SriLankan Airlines)]*

We, the undersigned, declare that;

1. We understand that, according to instructions to bidders (hereinafter "the ITB"), bids must be supported by a bid-securing declaration;

2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by SriLankan Airlines, for the period of time of one *year* starting on *the latest date set for closing of bids of this bid*, if we;

   (a) withdraw our Bid during the period of bid validity period specified; or

   (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or

   (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.

3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.

4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future patterns as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*
Name *[insert printed or typed name]*
Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*
Dated on *[insert day]* day of *[insert month], [insert year]*

THIS IS A COMPULSORY FORM. IF YOU DO NOT FILL & SUBMIT THIS FORM YOUR BID SHALL BE REJECTED

ANNEXURE E : Non-collusion Declaration

Annexure III of Chapter 01

Non-collusion Declaration
(Procurement Guideline Reference - 1.5)

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that.

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. ……….);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

……………………………………..

Signature of the Declarant

ANNEXURE F : Clientele Information Form

Company Name		Company Representative’s Contact Details (Please state name, official email address and telephone number)	Client since	Products procured
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

12				
13				
14				
15				

ANNEXURE G : Vendor Information Form

(To be filled by the vendor)

Section A – *Basic information of the vendor*	
1. Registered Name of the Vendor :	
2. Date of Incorporation:	
3. Country of Incorporation:	
4. Nature of business :	5. Company type :
6. Telephone & Fax numbers : Tel: Fax:	7. E-mail address :
8. Registered address :	
9. Other contact details (if any) :	
10. Registered Name and address of local agent (if any)	

11. Provide the business registration.	
Section B – *Details of Directors, Shareholders and related parties*	
1. Name(s) of Directors	
2. Name(s) of Shareholders	
3. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	

4. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
5. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines	

As the authorized representative of …………………………………… [name of the Vendor], I hereby confirm on behalf of ……………………………………..[name of the Vendor] that the information provided above are true and accurate and acknowledge that the bid of …………………………………………[name of the Vendor] submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

Section C -*Business verification: Duly signed and stamped copy of above document to be supported by the following documents* ✓ Tick the appropriate boxes	
☐ A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company ☐ A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors ☐ For partnerships and sole proprietorships, certificate of business registration	☐ A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding. ☐ For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner. ☐ Audited financial statements of the vendor Company for the last three years ☐ Others (specify)

ANNEXURE H : Data Security Schedule

This Data Security Schedule is for service providers, contractors, and other interested third parties (hereafter referred to as the Service Provider) "Services/Solution" means the scope of work covered in the respective Request for Proposals (RFP).

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
1	**Privacy Policies**		
1.1	Service Provider shall comply with the obligations under the EU General Data Protection Regulation (GDPR) as morefully set out in [https://gdpr.eu/tag/gdpr/] in relation to any Personal Data of customers, employees, and Board of Directors of SriLankan Airlines.		
1.2	Service Provider shall process any Personal Data solely for the purposes identified by the relevant Agreement.		
1.3	Service Provider shall have in place appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the Processing of Personal Data, such measures shall be appropriate to protect against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Personal Data.		
1.4	Service Provider shall notify SriLankan promptly and without undue delay and in any event within 24 hours of becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data ("Personal Data Breach") of the existence, nature and scale of the Personal Data Breach and shall comply with its obligations under the EU GDPR in respect of the Personal fine; and co-operate with SriLankan to make any reasonable changes to its processes or procedures to prevent a reoccurrence of the Personal Data Breach.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
1.5	Service Provider shall not engage any third-party provider or non-employees to process Personal Data unless SriLankan has expressly consented in writing in advance to the use of such service . The Service Provider shall ensure that any person acting under its authority in relation to the Personal Data, including a Data Processor, is obligated to Process the Personal Data only on the instructions of SriLankan and have in place appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the Processing.		
2	**Security Governance**		
2.1	Solution and the Service Provider shall be at least compliant (preferably certified) with the latest ISO/IEC 27001 Information Security Management System (ISMS) standard.		
2.2	Service Provider shall designate named individual or a team with overall accountability for Information Security, to review compliance and enforce information security requirements in the agreement with SriLankan Airlines and liaise with SriLankan Information Security team as required.		
3	**Security Risk and Compliance**		
3.1	Service Provider shall perform Information Security risk assessments on periodic basis and maintain a register of security risks related to the provision of its services to SriLankan and to processing of SriLankan information and/or information systems.		
3.2	Service Provider shall comply with all applicable SriLankan corporate and Information Security policies, standards, and procedures.		
3.3	Service Provider shall notify SriLankan Airlines where sub-contractor is engaged to provide services and shall ensure that sub- contractor also abides by this policy.		
3.4	Service Provider shall abide by the contractual agreements put in place with respect to SriLankan Airlines requirements which includes but not limited to data ownership and intellectual property rights.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
3.5	Service Provider agreed that SriLankan Airlines may perform periodic assessment of the Service Provider's publicly visible security posture where necessary and the results will be: a) Shared with the Service Provider and the Service Provider shall take reasonable action to fix the anomalies/vulnerabilities within an agreed timeline by both parties. b) Considered in the future engagement with the SriLankan Airlines.		
4	**Personnel and Physical Security**		
4.1	Service Provider shall implement all applicable physical and environmental security controls to provide adequate protection to SriLankan information & information systems.		
4.2	Service Provider shall maintain a formal employee separation process which includes but not limited to revocation of access, return of assets, exit interview.		
5	**Security in Applications, Systems and Networks**		
5.1	Service Provider shall ensure that SriLankan information and/or information systems are physically or logically segregated from other customers.		
5.2	Service Provider shall design, implement, and operate suitable controls to ensure continuity of services in accordance with system uptime and performance requirements, Recovery Time Objective and Recover Point Objective.		
5.3	Service Provider shall maintain an established process to provision, review access rights of, de-provision user and service accounts. Periodic access review reports shall be submitted to SriLankan.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
5.4	Service Provider shall implement and operate robust network, system, and application access controls to authenticate, authorize and log all access attempts pertaining to SriLankan information and information systems. This applies to access attempts made by users, services, and devices.		
5.5	Service Provider shall not process or store SriLankan information on end user systems like laptops, desktops, mobile devices, etc. Where this is a legitimate requirement, adequate security controls including but not limited to encryption, access control, Mobile Device Management shall be implemented and operated.		
5.6	Service Provider shall conduct annual vulnerability assessments and/or penetration tests on applications, systems and networks that transmit, process or store SriLankan information. Reports shall be shared with relevant stakeholders in SriLankan. The Service Provider shall apply security patches in mutually agreed timeline without any cost escalation.		
5.7	SriLankan Airlines may perform Vulnerability Scans at least annually and findings will be notified to The Service Provider. If any vulnerability is found, The Service Provider shall agree to apply security patches in mutually agreed timeline without any cost escalation.		
5.8	Service Provider should provide to SriLankan Airlines on request, the status of the closure of high vulnerabilities.		
6	**Security in System Delivery Lifecycle**		
6.1	Service Provider shall have an established Software/Systems delivery Lifecycle process embedding adequate security at all stages, including but not limited to secure by design, secure by default and security in deployment in accordance with the applicable external standards, regulations and SriLankan requirements.		
6.2	Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders in SriLankan.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
6.3	Service Provider ensure that access to program source code is restricted and strictly controlled.		
6.4	Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders on request basis.		
7	**Data Security**		
7.1	Service Provider shall design, implement, and operate adequate security controls to protect confidentiality, integrity, and availability of SriLankan data and/or information in accordance with the classification levels in liaison with SriLankan Airlines.		
7.2	Security controls for adequate protection shall include but not limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware.		
7.3	Service Provider shall retain SriLankan data and/or information based on SriLankan data retention policy which is 12 years as per Right to Information Act, No. 12 of 2016.		
7.4	Scheduled data backups should be available within the solution and the backup retention period should be 12 years for all SriLankan/service-related data.		
7.5	**SriLankan Data in Cloud Environment:** The Service Provider must operate a Layered Security model at the perimeter, core network, systems, application, and data layers to adequately protect SriLankan data.		
7.6	**SriLankan Data in Cloud Environment:** SriLankan data and application environment must be segregated from other entities' environments.		
8	**Authentication & Password Compliance**		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
8.1	The Solution should be capable of integrating with Microsoft Active Directory or The Service Provider shall use Role Based Access & Workflow Approvals (Segregation of Duties) with in the solution. The Service Provider shall apply following minimum the Password Policy rules with in the solution; Password age – 90 Days, Minimum password length – 8 Characters, Password change at initial login, Password Complexity (at least one 'UPPERCASE' character, at least one 'lowercase' character, mixture of numbers and/or symbols), lockout after 5 unsuccessful attempts, 30 minutes lockout duration, password history – 8 passwords)		
8.2	The Service Provider shall transfer Authentication information through secure protocols.		
8.3	The solution should be able to display the time and date of last successful login, and any failed login attempts to user.		
9	**Audit & Event Logs**		
9.1	Application Audit Logs (including transaction logs), Database Level Audit Logs, and Event Logs (including successful/unsuccessful login attempts) should be available within the solution.		
9.2	The solution should be capable of keeping logs for all user activities, including administrative and privileged user activities, and system configuration changes.		
9.3	Solution and/or Service Provider(s) shall agree to transmit collected audit, security, and transaction logs to SriLankan Airlines on demand.		
10	**Encryption & Anonymization**		
10.1	The Service Provider shall use industry standard encryption to encrypt Data in transit and Data at rest.		
10.2	Data anonymization minimizes the risk of information leaks. Service Provider shall deploy Data Anonymization technologies to personally identifiable data and any other applicable data set.		
11	**Connectivity and Access Control**		
11.1	The solution should be enabled with current TLS version certificates.		
11.2	The Service Provider shall protect Remote diagnostic and configuration ports.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
11.3	The Service Provider shall configure inactive Session timeout (for Application, Database, OS, Console)		
12	**Service Continuity (Following values are expected minimum and this is subjected to change based on the criticality of the solution)**		
12.1	Availability - 99.95% or higher		
12.2	Recovery Time Objective - 1 hour or less		
12.3	Recovery Point Objective - 1 hour or less		
13	**Right to Audit & Monitor**		
13.1	The Service Provider shall agree that performance of the Services will be subject to audit and monitoring by SriLankan Airlines.		
14	**Legislative, Standards & Regulatory Compliance**		
14.1	The Service Provider shall agree to sign a Reciprocal Non-Disclosure Agreement with SriLankan Airlines		
14.2	Information shared or services obtained as part of SriLankan Airlines engagement The Service Provider will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security Management System (ISMS) and subjected to signing this policy which will become an integral part of the Service Agreement(s).		
14.3	In the event the Solution and/or Service Provider(s) handle payment card information, the Solution and/or Service Provider(s) should be compliant for PCI DSS (Payment Card Industry Data Security Standard) standard and the certification should be up to date.		
14.4	Solution and/or Service Provider(s) shall comply with acts, regulations, circulars, guidelines are related to eLaws and policies of Sri Lanka government (published on https://www.icta.lk/act/), including and not limited to, Sri Lanka Computer Crime Act No 24 of 2007 and Information and Communication Technology Act No.27 of 2003.		
15	**Evaluation of The Service Provider/Cloud Service Provider (CSP)**		
15.1	Service Provider agrees that SriLankan may perform periodic assessment of the CSP’s security posture where necessary with advance notice.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
15.2	The Service Provider/CSP hosting SriLankan data shall maintain certification in good standing with an approved Information Assurance Framework. The certification by an independent and recognized third-party may be required to get a reasonable assurance that security controls are planned and properly implemented.		

Third Party Organization Name :

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

ANNEXURE I : Non-disclosure Agreement

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

The Confidential Information to be disclosed can be described as and includes:

Technical and business information relating to airline business information systems, existing and/or contemplated products and services, proprietary ideas and inventions, trade secrets, drawings and/or illustrations, research and development, financial information and financial projections, customers, clients, marketing, and current or future business plans and models, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports, samples or other forms of copies, derivations, analyses, compilations, studies, memoranda, notices and other materials regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

All Confidential Information received by Receiving Party from the SriLankan Airlines Limited (hereinafter referred as 'Disclosing Party') shall remain the exclusive property of the Disclosing Party and no title to or other interest in the Confidential Information is granted or transferred to the Receiving Party by this Agreement.

To return promptly to the Disclosing Party, or to destroy any copies of such Confidential Information in written, graphic or other tangible form at the Disclosing Party's request including all copies and notes thereof and including Confidential Information incorporated into analyses, compilations, studies or other documents prepared by the Receiving Party with destruction being certified in writing by an officer of the Receiving Party.

The Recipient agrees not to disclose the confidential information obtained from the Disclosing Party to anyone unless required to do so by law.

This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

This Agreement shall commence on the date first written and signed below and shall continue thereafter for a period of 2 years, unless and until terminated by providing 30 days' notice in writing to the Disclosing Party. Notwithstanding the termination, the obligations and limitations with respect to protection, use, disclosure and return or destruction of Proprietary Information shall survive such termination and shall continue until such time the Parties hereto mutually agree in writing that such treatment is no longer warranted.

This Agreement shall be construed in accordance with the laws of Sri Lanka and shall be subject to the exclusive jurisdiction of the Courts in Sri Lanka.

WHEREFORE, the parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information Organization Name:

Business Registration : Organization Address : Authorized Signatory : Designation :

Signature :

Date :

ANNEXURE J : Sample Contract

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT FOR OUTSOURCING SERVICES (the "Agreement") is made and entered into as of …………. (the "**Effective Date**"), between ………………., a company incorporated in ………. *[country]* under The Companies Act ……., having its registered office ………………….*[Address]* ("Supplier") for itself and on behalf of its Affiliates and **SriLankan Airlines Limited** ("**Customer**"), a company incorporate in Sri Lanka under the Companies Act No. 07 of 2007 , with registered offices at Airline Centre, Bandaranaike International Airport, Katunayake.

1. Background

This Agreement consists of the general terms and conditions which apply to the relationship and govern the basic expectations of both Parties. This Agreement is intended as a framework for the separate implementing agreements for specific Services ("**Statements of Work**"). Customer and Supplier will, when contracting for Services, set forth the mutually agreed upon specific terms and conditions applicable to the Services to be provided on a Statement of Work, in the form and manner and upon terms and conditions more specifically set forth.

The foregoing provisions set forth the background and inducements under which the parties are entering into this Agreement and are intended to be a general introduction to this Agreement. To the extent and in the event that the terms and conditions of this Agreement or any Statement of Work do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the foregoing provisions.

2. Definitions

2.1 Specific Definitions

In this Agreement, any Statement of Work, and any Schedules to the Agreement or any Statement of Work, the following words or phrases shall have the indicated meaning:

(a) **"Adverse Change"** means a change in circumstances that materially impacts Supplier's ability to deliver the Services as originally solutioned or priced and is caused by factors including but not limited to (1) change/recurrent changes in service requirements, Customer systems or support, projected volumes, Customer required procedures or training; (2) changes in economic conditions (such as material changes in the rates of inflation or currency exchange/value); (3) changes in Laws; or (4) a Force Majeure Event.

(b) "**Affiliate**" means with respect to any specified person or entity, any other person or entity Controlling, Controlled by or under common Control with such entity.

(c) "**Assumption**" means a pricing or solutioning on assumptions based on data and information, either (i) provided by Customer or its Affiliates, or (ii) estimated by Supplier in the absence of accurate data or information at the request of or direction by Customer.

(d) "**Control**" with regard to an entity, means the beneficial, equitable or legal ownership, either directly or indirectly, of more than fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights, or effective control of the activities of such entity regardless of the percentage of ownership.

(e) "**Customer**" means Customer , and shall, for the avoidance of ambiguity, include any of Customer's business units, divisions and operating subdivisions unless otherwise specifically indicated in the text; provided, however, that Statements of Work executed by Customer shall only obligate and legally bind and be applicable to the actual Customer legal entity executing and entering into such Statement of Work and shall not be deemed or construed to include "Customer" as defined above or each or all "Customer Affiliates" as defined below.

(f) "**Customer Affiliate**" means each Affiliate of Customer and any other entity designated by Customer with whom Customer has a contractual and/or customer servicing relationship.

(g) "**Customer Data**" means information entered or to be entered into Software or Equipment by or on behalf of or in respect of Customer, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by Equipment or Software, but excluding Supplier Data.

(h) "**Customer Data Security Policies**" means Customer's data security policies, as such policies may be modified, amended or replaced from time to time and provided to Supplier.

(i) "**Customer Information**" means all information, in any form and on any medium, now known or hereafter discovered or developed, furnished or made available directly or indirectly to Supplier by Customer or on Customer's behalf or otherwise obtained by Supplier from any source as a result of or in connection with this Agreement, including: (i) all information of Customer or any Customer Affiliates to which Supplier has access, whether in oral or written or other form, including business or financial information, plans, strategies, forecasts, forecast assumptions, business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning Customer's relationships with its customers, suppliers and employees, trading applications, proprietary ideas, concepts, know-how, methodologies, specifications, operations or systems manuals, decision processes, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to Customer's business or the business of any Customer Affiliate; (ii) all Work Product; (iii) all information of a third party in connection with or arising from this Agreement and/or Statement of Work hereunder, including customers of Customer, and all analyses, reports and studies prepared by or on behalf of Supplier or any of Supplier's representatives, during the term of the Agreement except for any Supplier Data; and (iv) all Customer Data.

(j) "**Customer Software**" means (i) Software owned by Customer (including Software in which the copyright or embodied intellectual property is owned by Customer), and (ii) Third Party Software licensed to Customer, which is used to provide or support the Services.

(k) "**Equipment**" means computers and related equipment including processors, controllers, communication and telecommunication equipment, cables, storage devices, printers, terminals, other peripherals and transmission devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, communication, transmission and retrieval of information and data, whether owned or leased by or for the benefit of Customer or Supplier in connection with the Services or used by or for the benefit of Supplier to provide or support the provision of the Services.

(l) "**Including**" and its derivatives (such as "**include**" and "**includes**") means including, without limitation. This term is used as defined, whether or not capitalized.

(m) "**Laws**" means and refers to any and all federal (national), state, provincial, municipal and/or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, including any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as the applicable rules and regulations of any self-regulatory organization, and unless the context clearly requires otherwise, shall be deemed to refer to Laws in each and every jurisdiction applicable to Customer, Supplier, the subject matter of this Agreement and the Services contemplated hereunder.

(n) "**Losses**" means all losses, liabilities, damages, demands and claims, and all related costs and expenses (including any and all legal fees and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) incurred by an indemnified Party hereunder in connection with an indemnity or indemnification obligation as specifically set forth in the provisions of this Agreement.

(o) "**Out-of-Pocket Expenses**" means reasonable and actual out-of-pocket expenses necessarily incurred by Supplier for Equipment, materials, supplies or Services provided to Customer, but not including Supplier's overhead costs, administrative expenses or other mark-ups.

(p) "**Parties**" means Customer (or, in the case of any particular Statement of Work, Customer or the Customer Affiliate executing said Statement of Work) and Supplier, and "**Party**" means either one of them.

(q) "**Schedules**" means any schedule, exhibit, agreement or other document either: (i) attached to this Agreement; (ii) attached to any Statement of Work; or (iii) executed by the Parties at any time hereafter, if such document states that it is an attachment or otherwise part of this Agreement or any Statement of Work.

(r) "**Services**" shall mean, individually and collectively, services whether known now or hereafter, which the Parties mutually agree to include on Statements of Work, including project and operations management, facilities and resources and such other functions, processes and responsibilities as the parties may hereafter agree upon and set forth on Statement of Work hereunder.

(s) "**Service Level Default Event**" means Supplier's failure to meet Service Levels or Performance Standards set out in an applicable Statement of Work for (i) five (5) consecutive days, or (ii) ten (10) days, during a calendar month.

(t) "**Software**" means the source and/or object code versions of any applications, programs, operating system software, computer software languages, utilities, computer programs and related documentation, in any form or media, including any tangible, intangible recorded and printed media relating thereto, together with all corrections, improvements, updates, derivative works, adaptations, versions, translations and releases thereof, which are used to provide or otherwise in support of the provision of the Services.

(u) "**Supplier Data**" means all information, including report formats and layouts (but not including any Customer Information contained therein), other than Work Product or other data and information specifically defined as Customer Information hereunder, in any form and on any medium, now known or hereafter discovered or developed, furnished or made available directly or indirectly to Customer by Supplier or on Supplier's behalf or otherwise including, Supplier proprietary information, data, processes, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning Supplier's relationships with its customers, suppliers and employees, benchmarking data and analysis, proprietary ideas, concepts, know-how, methodologies, specifications, operations or systems manuals, decision processes, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to Supplier's business which are Supplier's proprietary information or which are pre-existing as of the Effective Date of this Agreement and independently developed without use of or reference to any information or data of Customer.

(v) "**Supplier Equipment**" means the Equipment owned or leased by Supplier and used by or on behalf of Supplier to provide the Services. Supplier Equipment includes all associated accessories and peripheral devices used in the provision of Services.

(w) "**Supplier Facilities**" means the facilities owned or leased by Supplier and from or through which the Supplier will provide any Services, whether or not specifically identified in a Statement of Work.

(x) "**Supplier Personnel**" means Supplier's employees and Supplier's subcontractors performing the Services.

(y) "**Supplier Software**" means (i) Software used by or on behalf of Supplier in providing the Services that is owned by Supplier (including software in which the copyright or embodied intellectual property is owned by Supplier) or is Third Party Software licensed to Supplier, which is used to provide or support the Services.

(z) "**Third Party Software**" means any Software used to provide or otherwise support the Services provided under license to Customer or Supplier by a third party.

(aa) "**Third Party Software License**" means a license agreement that authorizes Customer or Supplier to use Third Party Software in connection with the Services.

(bb) "**Work Product**" means any tangible or intangible work product, creation, material, item or deliverable, that are developed, conceived of, prepared, arise, procured, generated or produced, in connection with the performance of the Agreement or the Services hereunder, including concepts, works, inventions, information, modifications made to Customer's training materials, drawings, designs, programs, or software, whether developed by Supplier or Supplier Personnel, either alone or with others, and whether completed or in-progress. Work Product shall not be construed to include Supplier Data, as that term is defined above.

2.2 Other Definitions

Any capitalized terms not otherwise defined in Section 2.1 (Specific Definitions) and used in this Agreement, Schedules and Statements of Work, unless otherwise defined, shall be defined in the context in which they are used and have the meanings ascribed to them therein.

3. Master Services Agreement - General

3.1 Master Services Agreement

(a) This Agreement contains the contractual terms and conditions for Services to be provided to Customer by Supplier pursuant to Statements of Work entered into by Customer and Supplier. Statements of Work may be entered into for discrete Services. Each Statement of Work shall, upon execution by Customer and Supplier, constitute a separate agreement. The terms and conditions of this Agreement shall apply to each Statement of Work and shall be incorporated into the Statement of Work by reference. Each Statement of Work shall be dated for identification and must include a description of the Services, materials, information and/or deliverables that Customer requests and Supplier agrees to provide pursuant to such Statement of Work, the fixed price or time and materials charges and related provisions for payment, any applicable Service Levels, testing criteria, specifications and any additional terms and conditions that are specific to the Statement of Work that the Parties mutually agree to include.

(b) This Agreement and any Schedules thereto shall not be amended in any Statement of Work, except as specifically set forth in the applicable Statement of Work for any particular Services and no other terms and conditions in any form, document, purchase order or otherwise, shall or shall be construed to modify, amend or in any way alter the terms and conditions set forth herein, except for information specifically required and called for on the Statement of Work and even then, only to the extent and within the parameters specified therein.

(c) This Agreement is effective as of the Effective Date, and the effective date with respect to a fully executed Statement of Work (the "**Statement of Work Effective Date**") shall be the effective date provided in the applicable Statement of Work.

3.2 Interpretation and Precedence

(a) This Agreement, the Statements of Work, and any Schedules hereto and thereto or referenced herein or therein, are to be interpreted so that all of the provisions are given as full effect as possible.

(b) In the event of a conflict between or among any of the foregoing documents, precedence shall be given first to the Agreement, second to the applicable Statement of Work and then to any Schedules to the applicable Statement of Work.

3.3 No Implied Agreement Non-Exclusivity

(a) Nothing in this Agreement obligates Customer to enter into any Statement of Work with Supplier or requires Supplier to perform or provide any Services to Customer except to the extent that Supplier hereby commits to prepare good faith proposals for and offers to perform work as requested by Customer, at rates and on terms no less favorable than those set out herein.

(b) Except as expressly required in a Statement of Work, nothing in this Agreement requires Customer to purchase, acquire or obtain Services from Supplier.

(c) Supplier may provide services and sell goods and services to any other party or parties on terms and conditions established and determined by Supplier in its sole discretion from time to time.

4. Term

4.1 Master Services Agreement Term and Renewal The term of this Agreement (the "**Term**") shall commence as of the Effective Date and, unless renewed or earlier terminated in accordance with the terms hereof, shall continue for a period of ………. (….) years from the Effective Date.

Customer shall have the option, upon at least …… (….) days' written notice to Supplier, to renew this Agreement.

4.2 Statement of Work Term and Renewal

The Statement of Work Term (as defined below) shall be as set forth therein and may extend upto the then current Term of this Agreement All of the terms of this Agreement and the applicable Statements of Work shall continue to apply without change during any renewal period, unless otherwise expressly agreed in writing by the Parties. "**Term**" shall refer to both the original term of the Agreement and any renewal thereof. "**Statement of Work Term**" shall refer to both the original term of a Statement of Work and any renewal thereof.

5. Services

5.1 Provision of Services

(a) Supplier will provide and perform the Services described in, and subject to the terms and conditions of this Agreement and the applicable Statements of Work. Services shall include any modifications or changes which may be made to the Services as permitted, together with any corresponding adjustments and/or changes to the Service Levels, prices, performance standards, schedules and any other rights or obligations involved or affected by such changes, all of which shall be effective when mutually agreed upon in writing by the Parties.

(b) Customer shall provide locked and binding rolling volume forecasts for minimum 90 (ninety) days all through the Term of any Statement of Work to enable Supplier to plan for appropriate levels of staffing. However, Customer and Supplier mutually acknowledge that the volume of Services may fluctuate. The projected business volume in a Statement of Work shall tie up to the unit of measure on which the billing is based.

(c) Customer will give Supplier a minimum of four (4) weeks advance written notice to the Supplier Account Executive if it anticipates that, during a specified subsequent one month period, the business volumes under an applicable Statement of Work will decrease by more than ten percent (10%) from the average volume for such Statement of Work during the three (3) full months preceding the notice (the "Average Monthly Volume").

(d) Customer will give Supplier a minimum of forty-five (45) days' advance written notice if it anticipates that, during a specified subsequent one-month period, the business volumes for an applicable Statement of Work will increase by more than twenty percent (20%) from the average volume during the three (3) full months preceding the notice. However, if the anticipated volume increase is more than fifty percent (50%), Customer will give at least seventy-five (75) days' advance notice. In the event that such advance written notice is not given to the Supplier, the Agreed Service Levels and liquidated damages in the form of Service Level Credits, shall not apply during the period the business volumes exceed 20%. Notwithstanding the foregoing, the Parties acknowledge that volume increases may exceed this agreed maximum of 50% and that, should this occur, both Parties will discuss ways to properly service these volumes.

(e) Upon any and all such notices of changes in volumes, Supplier will be responsible for timely hiring, training and management of Personnel to accommodate projected volume increases and shall immediately confirm the same in writing to Customer.

(f) Service Level Holiday. No Service Level Penalty shall apply for the initial 90 days from the date of go-live or from the Effective Date of a Statement of Work, whichever is later. Further, no SLA Penalty shall apply for the Supplier personnel deployed by Supplier for the provision of Services for 90 (ninety) days from the date of such deployment.

(g) Partial Termination. If the actual volumes decrease by 25% or more, of the forecsated volume, measured over any six (6) month period compared to the six month period preceding the former, and the decrease is caused by 'insourcing' or 're-sourcing', then the Customer shall pay Supplier a partial termination fee ("Partial Termination Fee"), quantum of which shall be determinated through Change Control Process.

(h) The Partial Termination Fee shall not be applicable in case such volume decrese is resulted due to a) Force Majeure Event b) reducition in a business of Customer c) for a material breach which is not cured by Supplier within thirty (30) days of the date on which Customer provides written notice of such breach d) for numerous, multiple or repetitive breaches of this Master Agreement by the Supplier

5.2 Minimum Volume Commitments

(a) Each applicable Statement of Work shall specify a volume commitment (each a "**Minimum Volume Commitment**") during the Term or any portion thereof (each a "**Commitment Period**").

(b) Any business volumes which Customer offers to Supplier but with respect to which Customer declines to provide Services (for any reason) shall be deducted from the applicable Minimum Volume Commitment; provided that, in the case of each deduction, Customer shall have notified Supplier of increased volumes in accordance with the provisions of this Agreement.

(c) Where Customer does not meet a Minimum Volume Commitment during any Commitment Period as a result of a Force Majeure Event, the applicable Minimum Volume Commitment will be reduced to the business volumes which would have otherwise been achieved. Such reduced business volumes shall be calculated and mutually agreed by the Parties, based on the projected volume forecast for such Commitment Period, subject to any applicable adjustments.

(d) Where Customer does not meet a Minimum Volume Commitment during the

Commitment Period, as Supplier's sole recourse for such failure, Customer will pay Supplier an additional payment representing the difference between (i) the amount of Fees relating to the relevant Statements of Work earned by Supplier during the Term, and (ii) the amount of Fees Supplier would have earned during the Term if Customer had satisfied the Minimum Volume Commitment. Such payment will be made no later than thirty (30) days after the last day of the Commitment Period.

(e) In the event that Customer terminates this Agreement or any applicable Statement of Work for cause or if Supplier terminates this Agreement or any applicable Statement of Work for cause, the applicable Minimum Volume Commitment(s) shall cease to apply, and no payment obligation shall accrue.

5.3 Internationally left blank

5.4 Resources

(a) Except as otherwise expressly provided in this Agreement and subject to the terms and conditions by which Supplier is obligated to perform hereunder, all facilities, resources, personnel, information and materials required for the proper performance of Services by Supplier hereunder, shall be under the control, management and supervision of Supplier.

(b) Supplier shall be responsible, at its sole cost and expense, for procuring, obtaining and making available, all such facilities, resources, personnel, information and materials, subject however to the provisions of 5.4(c) below.

(c) At customer's specific request, Supplier may obtain and provide to Customer certain identified third-party products or specialized services reasonably related to the Services, including the benefit of any volume purchasing discounts, on a commercially best-efforts basis. The cost of such third-party products or specialized services will be entirely borne by the Customer and will include Supplier's administrative fee or other markup, as mutually agreed to in writing between the Parties.

5.5 Laws

During the Term, Supplier will comply with all Laws that are applicable to Supplier and Supplier's business, activities and Supplier's Facilities, including Laws of any country or jurisdiction from which or through which Supplier provides the Services or obtains resources or personnel to do so.

6. Performance Standards and Service Levels

6.1 Service Levels

(a) Supplier's level of performance in providing the Services will meet the quantitative and qualitative service levels set forth in each Statement of Work (individually and collectively, the "**Service Levels**").

(b) The Parties acknowledge and understand that the Service Levels required by Customer will be based, amongst other criteria, upon Customer's applicable standards and the Requirements specified in the Statement of Work.

(c) Service Levels and Performance Standards will be made binding on Supplier, only after a reasonable implementation period, which period shall be mutually agreed to in writing between the Parties and clearly specified in the applicable Statement of Work.

(d) The Parties will meet to review the Service Levels at least bi-annually, or more frequently as either Party may reasonably request. As a result of those meetings and as necessary from time to time during the Term, the Parties may by mutual written agreement add to, delete or adjust the Service Levels, in whole or in part. The reasons for additions, deletions or adjustments to the Service Levels hereunder may include improved performance capabilities associated with advances in technology and methods used to perform the Services, or changes in Customer's business environment, such as the implementation of a major initiative that changes the nature of the Services or any business process or operational improvements implemented or instituted by Customer.

6.2 Measurement and Reporting of Service Levels

The parties agree that the nature of Services to be performed and provided are varied. The measurement, quantification and reporting of Service Levels shall therefore be tailored to the Services involved and the particular Customer Requirements applicable to such Services under an applicable Statement of Work. Each Statement of Work shall include the specific and particular Service Levels which apply to the Services and each distinct measurable component of the Services under each Statement of Work as mutually agreed between the Parties (the "**Agreed Service Levels**").

6.3 Failure to Meet Service Levels

(a) On the occurrence of a Service Level Default Event, for reasons solely attributable to the Supplier and other than a Force Majeure Event or those specified in the applicable Statement of Work, Customer will be entitled to (in addition to all other rights and remedies at law, in equity or under this Agreement that Customer may have) liquidated damages in the form of a Service Level Credit toward future invoices for Services performed.

(b) For each Service Level Default Event, the total Fees earned by Supplier for the applicable Statement of Work for a month will be discounted by a percentage equal to the percentage by which actual Service Levels fall short of the Agreed Service Levels (the "**Service Level Credit**"); provided however that no discount will apply if the shortfall is directly attributable to any act or omission of the Customer.

(c) Notwithstanding anything to the contrary anywhere in this Agreement, the value of all Customer Service Level Credit entitlements shall not exceed three percent (3%) of the Fees actually paid or payable under the applicable Statement of Work, to the Supplier in respect of the month in which the Service Level Default Event arose.

6.4 Service Level Bonuses

(a) The total Fees earned by Supplier for the applicable Statement of Work for a month will be increased by a percentage equal to the percentage by which actual Service Levels exceed the Agreed Service Levels (the "**Service Level Bonus**"); provided however that no increase will apply if the relevant excess percentage is less than three percent (3%).

(b) Notwithstanding anything to the contrary anywhere in this Agreement, the value of all Service Level Bonus entitlements shall not exceed three percent (3%) of the Fees actually paid or payable under the applicable Statement of Work to the Supplier in respect of the month in which the Service Level Bonus arose.

7. Facilities

(a) Supplier will be responsible for procuring, managing, maintaining and otherwise making available all facilities, space, Equipment, Software and related resources that are necessary to provide the Services as required hereunder. Supplier will seek and obtain, in advance and in writing, Customer's written approval for any relocation of any Supplier Facilities at, from or through which the Services are provided and shall manage any such changes in accordance with the Change Control Procedures.

(b) Throughout the Term, Supplier shall ensure that adequate physical and logical security measures and safeguards are instituted, maintained and enforced at all Supplier Facilities (including security measures and safeguards specific to those areas of the Supplier Facilities that are partitioned from the rest of the Supplier Facilities and dedicated to the provision of the Services) to guard against the destruction, loss, damage or alteration of any Customer property, Services and/or Customer Information.

8. Personnel

8.1 Supplier Personnel

(a) Supplier will assign an adequate number of personnel to perform the Services in accordance with the terms and conditions specified hereunder and each Statement of Statement of Work, including the Service Levels. The personnel Supplier assigns to perform the Services will be properly educated, trained and qualified for the Services they are to perform. Supplier will ensure appropriate training is in place to meet ongoing training requirements of personnel assigned to perform Services.

(b) Supplier shall be responsible, at its own cost and expense, for any and all recruitment, hiring, training, education and orientation for all Supplier Personnel assigned or to be assigned to perform Services or support the Customer in connection with this Agreement; provided however that any costs and expenses required in order to smoothly and successfully transition or migrate any Services from Customer to Supplier

in a timely and efficient manner the "**Transition Costs**"), shall not be included in such costs and expenses. Such Transition Costs and the respective liability therefor shall be mutually agreed between the Parties and set forth in the Statement of Work to which such Services relate.

(c) Nothing in this Agreement, any Statement of Work or any dealing whatsoever between the Customer and the Supplier shall be construed as creating or implying a contract of employment between the Customer and Supplier Personnel.

8.2 Non-solicitation or Hiring of Personnel

Except as otherwise specifically agreed by the Parties in writing or as otherwise set forth in this Agreement or any Statement of Work, during the Term of the Agreement and any Statement of Work Term and for a period of one (1) year from the expiration or termination of the later of any of the foregoing Term(s), neither Party, nor any of their respective Affiliates, shall, directly or indirectly, solicit, recruit, hire, retain or engage the services of each other's or each other's Affiliates' employee, subcontractors, agent or representative without the express prior written consent of the other Party, which may be withheld at the Party's sole discretion.

9. Software and Intellectual Property Rights and Obligations

9.1 Software Generally

The Parties hereby mutually agree upon the Software that is necessary to provide the Services. Any such Software required to provide the Services will be set out in the applicable Statements of Work.

9.2 Customer Software

(a) Each Statement of Work shall identify the Customer Software, if any, that Supplier is authorized to use to perform the Services and specify the rights of Supplier to use the Customer Software. Customer will retain all right, title and interest in and to Customer Software and except for the specific rights and license granted to Supplier under the provisions of this Article and subject to the applicable obligations and restrictions under the provisions of this Agreement and any applicable Statement of Work, nothing shall or shall be construed to restrict, impair, transfer, license, convey or otherwise alter or deprive Customer of any of its rights or proprietary interests therein, all of which are hereby expressly reserved.

(b) As of the applicable Statement of Work Effective Date and subject to the terms and conditions contained therein, Supplier will have a limited, worldwide, royalty free, nonexclusive right and license to use and access Customer Software for the sole purpose of providing the Services required under the Statement of Work involved. Supplier will cease use of such Customer Software upon completion, expiration or termination of the applicable Statement of Work.

(c) Each Statement of Work will specify any Third Party Software licensed by Customer to which Supplier will be granted access for use in connection with the provision of the Services and the terms under which such access will be granted. Supplier will comply with the duties imposed on Customer under the licenses for such Third Party Software, including any use and confidentiality restrictions. Supplier will cease use of such Third Party Software upon expiration or termination of the applicable Statement of Work. Third Party Software, that the Parties mutually determine to be necessary or desirable to provide the Services will be procured, installed, managed, maintained and supported at Customer's sole cost and expense.

9.3 Supplier Software

(a) As of the Effective Date, Supplier will be responsible in all respects for Supplier Software.

(b) Each Statement of Work will identify any Supplier Software that will be used to provide the Services. Supplier shall install, operate, update and maintain, at its expense, all Supplier Software used in connection with the provision of Services. As of the applicable Statement of Work Effective Date, Supplier grants to Customer and its Affiliates, a worldwide, royalty free, non-exclusive right and license to use Supplier Software for the benefit of Customer, only for the purpose of receiving Services required under the Statement of Work involved. Except for the foregoing rights and license, Supplier retains all right, title and interest in and to the Supplier Software. Such non-exclusive right shall terminate upon the termination of this Agreement, by whatsoever cause or reason.

9.4 Work Product

(a) To the extent Supplier delivers or is required to deliver to Customer any Work Product developed specifically in connection with the Services, Customer owns or upon assignment by the creator will own all right, title and interest (including, but not limited to, all trademarks, trade secrets, copyrights, patents and any other intellectual property rights) (collectively, "**Proprietary Rights**") in such Work Product.

(b) Nothing contained in this Agreement shall be construed to transfer, convey, restrict, impair or deprive Supplier of any of its ownership or proprietary interest or rights in any work, ideas, inventions, discoveries, tools, methodology computer programs, processes and improvements, computer processes, specifications, operating instructions, notes, and any other documentation (whether or not patentable) created by Supplier prior to the provision of the Services and/or the delivery of the Work Product hereunder or which may be independently developed by Supplier outside the scope of the Services and without use of any confidential or otherwise restricted material or information of Customer (collectively, the "**Supplier Property**").

(c) The Work Product has been specially ordered and commissioned by Customer.

Supplier agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by Customer. To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, Supplier hereby assigns to Customer, its successors and assigns, all right, title and interest in and to the Work Product, including, but not limited to, all rights in and to any inventions and designs embodied in the Work Product or developed in the course of Supplier's creation of the Work Product.

9.5 Intellectual Property

(a) Except for the limited license(s) granted in this Section, in connection with the provision of Services as specified in this Agreement or any applicable Statement of Work, each Party shall retain all right, title and interest in and to its intellectual property, information, systems, software, programs, processes, technology, services, methodologies, products and any other materials or rights, tangible or intangible ("**Intellectual Property**") and nothing shall or shall be construed to restrict, impair, transfer, license, convey or otherwise alter or deprive either Party of any of its rights or proprietary interests therein.

(b) Neither Party may use the other Party's Intellectual Property for any purpose other than as specified in this Agreement and any applicable Statement of Work. Upon expiration or termination of this Agreement or any applicable Statement of Work, all licenses granted by either Party to the other shall immediately terminate without notice required, and each Party shall return the other Party's Intellectual

Property and all copies or derivative works made thereof, as specifically permitted hereunder. Each party shall have no further rights or licenses to use the Intellectual Property or any such copies or derivative works, except as specifically agreed between the Parties in writing.

(c) Nothing contained in this Agreement shall be construed as granting to either Party any right or license under any of the other Party's present or future patent rights or copyrights, or as granting to either Party any right or license to use for any purpose other than those purposes expressly stated herein any of the other Party's information or any other information, materials or results received, discovered, or produced by either Party in connection with the Services performed for the Customer.

9.6 Residual Knowledge

Nothing contained in this Agreement shall restrict either Party from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in undocumented impressions of such party's personnel relating to the Services which either Party, individually or jointly, develops or discloses under the Agreement or any Statement of Work ("**Residual Knowledge**") provided that in doing so such Party does not (a) infringe the intellectual property rights of the other party or third parties who have licensed or provided materials to the other party, or (b) breach its confidentiality obligations under this Agreement or under agreements with third parties.

10. Change Control Procedure

(a) The performance of Services for Customer may require the continued and dynamic setting of priorities based on, among other things, changing volumes, transactions, products, operations, business processes and services, the marketplace, legal and regulatory requirements, necessary to satisfy on-going requirements arising out of this Agreement or an applicable Statement of Work or any other changes thereto and therein necessitating change in commercials or any other changes. Change Control Procedure may also be necessitated and initiated in the event of an inaccurate or invalidated Assumption or Adverse Change, that materially adversely impacts Supplier's delivery of the Services, either Party's operations, or either Party's commercial viability, then either Party may initiate the Change Control Procedure to propose changes in one or more of the scope, service descriptions, service locations, service levels, and pricing in the applicable Statement of Work in order to address the incorrect Assumption or Adverse Change. The Parties shall use the following procedures ("**Change Control Procedures**") to implement any and all changes to the Services set forth on an applicable Statement of Work.

(b) Change requests may be initiated by recommendations, suggestions or proposals from Supplier or Customer, or their Affiliates, subcontractors, agents and employees to (a) respond to Customer's end-customer requirements, (b) improve the efficiency of or enhance existing Services, (c) or take advantage of technological, operational or economic opportunities that arise during the Term of this Agreement or a Statement of Work Term (the "**Change Request**").

(c) The Parties will, through a process of mutual consultation and discussion regarding any proposed change to Services, prepare and present for review and evaluation, materials and information which define, describe and identify, the nature and extent of the change to Services contemplated hereunder. This shall include a comprehensive analysis and statement of the impact and effect of such change on each and every aspect of the Services, whether applicable to the particular Statement of Work or any other Statement of Work or Services. The information and materials prepared for review and consideration hereunder shall be no less comprehensive or detailed and shall be prepared with the same degree of care and specificity as is required under the Agreement for the preparation of Statements of Work.

(d) The Statement of Work Managers and, if necessary or desirable, the Customer Executive and the Supplier Account Executive and/or their respective designees knowledgeable in the Statement of Work involved, shall meet to review the documentation, coordinate the review and evaluation of proposed changes and make recommendations to their respective management as to the potential approval or rejection of any changes.

(e) If, after negotiating in good faith through the Change Control Procedure, the Parties fail to agree upon and execute a Change Order addressing and resolving the incorrect Assumption or Adverse Change, then either Party may initiate the informal dispute resolution process ("Informal Dispute Resolution Process"). If the Informal Dispute Resolution Process fails to settle the dispute then either Party may terminate the applicable Statement of Work in accordance with the Termination for Convenience procedures set forth in this Agreement.

11. Record Retention and Inspection

During the Term and any Statement of Work Term and for a period of one (1) year after the expiry of the later of the Term or any Statement of Work Term, Supplier shall keep, and Customer may examine and make copies of, all books and records relating to the Services. Customer may oversee, monitor, and inspect such books and records to determine Supplier's compliance with and performance of this Agreement or any applicable Statement of Work, operations and performance, data security measures and policies, or compliance with any Laws. Customer shall have access, during normal business hours upon reasonable notice for so long as such records are required to be retained, to Supplier's books and records and other data and personnel relating to the Services to achieve this objective.

12. Fees

12.1 General

(a) Fee and any other amounts shall be specified and deemed to be specified in USD, invoices raised in USD and to be paid in USD unless there are any statutory restrictions which prevent the Parties from doing so.

(b) In accordance with the provisions of this Agreement, Customer will pay Supplier the amounts set forth in each Statement of Work as payment in full for the Services under such Statement of Work performed by Supplier during the Term (the "**Fees**"). Except as otherwise expressly set forth in this Agreement, Customer shall not be obligated to pay any amounts to Supplier for its performance of the Services and its other obligations under this Agreement other than the amounts set forth in the Statements of Work.

(c) The Fees for the performance of Services shall be subject to an annual increase. Such increase shall automatically be effective on the day immediately following each anniversary of the Effective Date. No single increase in any Fee may exceed the higher of: (i) five percent (5%) of the amount of such rate in effect immediately before such increase; (ii) the percentage increase (if any) in the Consumer Price Index for the relevant location out of which the Services will be performed.

(d) If the assumptions basis data provided by Customer, in reliance upon which the Fee has been estimated by Supplier, turn out to be materially inaccurate, then the Supplier shall be entitled to revise the Fee. Such Fee revision shall be handled through a Change Control Procedure. If the Parties are unable to agree on the revised Fee despite good faith discussions, then Supplier shall be entitled to terminate the relevant Statement of Work with ninety (90) days' notice, without any liability therefor. Termination Assistance, in such case, shall not extend beyond the effective date of termination, unless the Parties agree, in good faith, to extend for a limited period, on mutually agreed terms and conditions.

12.2 Pass-Through Expenses

(a) "**Pass-Through Expenses**" means charges to be paid directly by Customer or through Supplier on an Out-of-Pocket Expenses basis. The Parties will use commercially reasonable efforts to minimize the amount of Pass-Through Expenses.

(b) If the Parties agree that a Pass-Through Expense is to be paid: (i) by Customer directly, Supplier will promptly provide Customer with the original third party invoice and back-up substantiation for the expense, together with a written confirmation that Supplier has reviewed the invoiced charges and has determined the charges are proper and valid and should be paid by Customer; or (ii) by Supplier, Supplier will act as payment agent for Customer and after reviewing the invoiced charges and determining the charges are proper and valid, will pay third party charges comprising the Pass-Through Expense. In the event Supplier is acting as Customer's payment agent pursuant to (ii) above, Supplier will provide Customer with a reasonable opportunity to review the invoice to confirm Supplier's determination. Following this review by Supplier and Customer, Supplier will pay the amounts due and will invoice Customer for such Pass-Through Expense.

12.3 Incidental Expenses

Customer shall reimburse Supplier for reasonable business-related expenses incurred while performing Services, provided that the nature and amount of such expenses are set out in writing in an applicable Statement of Work and prior written approval for such expenses is obtained from the Customer on a case-by-case basis (the "**Incidental Expenses**").

12.4 Taxes

(a) Each Party shall pay any real property taxes or personal property taxes on property it either owns or leases from a third party or any other taxes, fees or costs related to Equipment or the lease of Equipment. Taxes payable on any Transferred Equipment shall be prorated as of the Statement of Work Effective Date of the applicable Statement of Work based on the number of days in the applicable tax period, with Customer paying the taxes allocable to the period before the Statement of Work Effective Date and Supplier paying the taxes allocable to the period on and after the Statement of Work Effective Date. If Supplier owes money to Customer pursuant to such pro-ration, Supplier shall pay such amount to Customer in good and immediately available funds on the Statement of Work Effective Date. If Customer owes money to Supplier pursuant to such pro-ration, Customer shall pay such amount to Supplier in good and immediately available funds on or before the date Supplier must pay the next installment of the applicable tax. If Customer purchases any Equipment from Supplier on the expiration or earlier termination of a Statement of Work, personal property taxes on such Equipment shall be prorated and paid in a similar manner, with Supplier paying the taxes allocable to the period before the date Customer purchases the Equipment and Customer paying the taxes allocable to the period on and after such date.

(b) Save and except for any tax, duty, fee or other expense arising on the income of the Supplier, the Customer is responsible for and shall pay any sales, use, excise, transfer, value-added, consumption, Goods and Services Tax, or other tax, duty, fee or cess, (any increase or decrease in any such tax, duty, fee or cess, payable from time to time) imposed on the provision of the Services to Customer ("**Taxes**"). The Fees set forth in this Agreement or any applicable Statement of Work, payable is exclusive of such Taxes. Supplier shall be responsible for properly calculating and invoicing applicable Taxes on the Services. Customer is responsible for making timely payments of the relevant taxes as mentioned on the invoice. In case the Customer is legally entitled to a nil or low rate of tax, the Customer is responsible to provide (i) a valid exemption certificate or (ii) other evidence that such tax does not apply. In all other cases, taxes, as applicable, shall be charged on the invoice..

(c) The Fee and any other prices shall be NET. In other words, any withholding taxes currently payable or such others as may be created or applied during the effective term of this Contract pursuant to the internal tax laws in the country of the Customer shall be payable by the Customer.

(d) The Parties shall cooperate with each other to enable the Parties to determine accurately their respective tax liabilities and to reduce such liabilities to the extent permitted by Laws. Supplier invoices to Customer shall separately state the amount of any taxes Supplier is collecting from Customer. Each Party shall provide to the other any resale certificates, exemption certificates, information regarding out-of-state or out-of-country sales or use of Equipment and services, and such other similar information as the other Party may reasonably request.

(e) If the Services under any Statement of Work to be delivered from India, then the Parties understand and agree that the Indian Tax Law requires any adjustment to the value of invoice to be made only through debit/credit notes. Any revisions to the invoice value other than through debit / credit notes, would lead to discrepancies in the tax returns filed leading to compliance costs and hence, Supplier would not issue any revised invoices to make changes in the value of the invoice. Such revisions shall be done only through debit /credit notes.

12.5 New Services

Subject to any Change Control Procedures, Customer may request that Supplier perform services (1) substantially different from the Services, or (2) in addition to the Services but for which there are no Fees or for which the existing Fees were not intended to cover (each a "**New Service**"). Prior to performing such New Service, Supplier will quote to Customer, within fifteen

(15) days of receiving such request for New Services, the new Fees for performing such New Service; and if Customer agrees to have Supplier perform such New Service based on such quote, Customer and Supplier will prepare and sign a written amendment to this Agreement and any applicable Statement of Work for implementation of such New Service at the agreed upon new Fees.

13. Invoicing and Payment

13.1 Invoices

(a) Supplier shall issue to Customer, monthly in arrears, a separate invoice for all amounts due in Dollars under each Statement of Work for Services rendered by Supplier for Customer in the previous month, including Services provided pursuant to the Change Control Procedures.

(b) Each invoice shall separately state Fees for each Statement of Work, Pass-Through Expenses, Incidental Expenses and Taxes, and shall otherwise be in such detail as Customer may require for its internal accounting and auditing needs, as specified by Customer from time to time. For ease of reference, the term "Fees" shall be used below to refer, individually and collectively, to Fees, Pass-Through-Expenses, Incidental Expenses, Taxes and other amounts payable by Customer to Supplier pursuant to the terms and conditions of this Agreement.

(c) Each invoice shall state separately any Service Level Credit that Customer is entitled to receive pursuant to this Agreement and any applicable Statement of Work. Supplier shall provide Customer with such Service Level Credit on the first invoice delivered after such Service Level Credit is earned and mutually agreed to between the Parties in writing.

(d) Each invoice shall state separately any Service Level Bonus that Supplier is entitled to receive pursuant to this Agreement and any applicable Statement of Work. Supplier shall claim such Service Level Bonus on the first invoice delivered after such Service Level Bonus is earned and mutually agreed to between the Parties in writing.

13.2 Payment

(a) Subject to Section 13.3 (Disputed Amounts), and unless otherwise specifically provided in a particular Statement of Work, undisputed amounts in respect of each invoice delivered pursuant to Section 13.1 (Invoices) and/or any and all other undisputed amounts due and for which a payment date or time period is not otherwise specified (the "**Undisputed Amounts**"), shall be due and payable in full within thirty (30) days after the date the applicable invoice is received by Customer. Invoice shall be raised by the relevant …… *[supplier name]* entity that has entered the Statement of Work upon the relevant Customer entity with which it has entered a Statement of Work and such Customer shall only make the payment to such …… *[supplier name]* entity.

(b) To the extent Customer is entitled to a credit other than a Service Level Credit pursuant to this Master Agreement or any Statement of Work, Supplier shall provide Customer with such credit on the first invoice delivered after such credit is earned. If the amount of any credit on an invoice exceeds the amount owing to Supplier reflected on such invoice, Supplier shall pay the balance of the credit to Customer within thirty (30) days after the invoice date. If no further amounts are payable to Supplier under this Master Agreement, Supplier shall pay the amount of the credit to Customer within thirty (30) days after the last invoice due date under the applicable Statement of Work.

(c) Undisputed amounts that are not settled within 30 days of their receipt shall carry a penalty calculated at the rate of 1.5% per month from the date of delay until the date of repayment in full.

13.3 Disputed Amounts

If Customer disputes all or any portion of any invoice then it shall intimate the same within 5 (five) days of the receipt of invoice along with reason provided therefor, Customer shall pay the Undisputed Amounts of such invoice when due and may, at its option, withhold, subject to a maximum of 10% of the invoice value, the disputed portion pending resolution of the dispute, by mutual agreement. However, the Customer shall neither withhold more than 10% of the invoice value even if the amount disputed is more than 10% nor, at any point in time, can the aggregate of all withheld amounts exceed the average of the preceding three months' invoice values. If Customer withholds any payment pursuant to this Section, Customer shall notify Supplier of the basis for such withholding. The Parties shall set up a dispute resolution mechanism to handle any invoice related dispute and to expeditiously resolve the dispute. Immediately upon resolution of the dispute, if in favor of Supplier, then the Customer shall pay to Supplier the disputed amount or such portion of the disputed amount determined to be owing to Supplier, unless the payment against such invoice is not yet due as per the payment terms. If the dispute is determined in favor of the Customer, then any adjustment to the value of invoice required to be made, shall be done only through debit/credit notes.

13.4 Suspension of Services

Without prejudice to the right in Supplier to terminate the Agreement or any applicable Statement of Work, if the Customer fail to pay in full any undisputed invoices for more than thirty (30) days from the date it becomes due, such failure shall be construed as material breach for the purpose of this Agreement and Supplier may, upon written notice to Customer, suspend Services until Customer brings its account balance current. Such suspension of Services shall not be deemed a breach by Supplier.

14. Confidentiality

14.1 Definitions

(a) "**Disclosing Party**" means the Party furnishing Confidential Information and "**Receiving Party**" means the Party receiving the Confidential Information disclosed by the Disclosing Party.

(b) "**Confidential Information**" includes, but is not limited to, any and all information related to the products or service offerings of either Party, product schematics or drawings, descriptive material, specifications, sales and customer information, customer contracts (including letters of agreement or intent, memoranda of understanding, master services agreements and letters of engagement entered into with customers), financial information, information relating to personnel, either Party's business policies or practices, intellectual property rights including proprietary methodologies, processes, tools, techniques, templates, methods, trade secrets, know-how etc, company strategy, information received from other individuals and entities that either Party is obligated to treat as confidential, and other materials and information of a confidential nature. For the purposes of this agreement, the term 'Confidential Information' shall mean and include 'Confidential Materials'.

(c) Notwithstanding the foregoing, Confidential Information does not include information that the Receiving Party can establish:

(i) is or has become generally available to the public, without any breach of any agreement by which the Receiving Party may be bound;

(ii) is or was known to the Receiving Party prior to disclosure to or receipt by the Receiving Party free of any confidentiality, non-disclosure or comparable restriction and without breach of any agreement by which the Receiving Party may be bound;

(iii) was or is disclosed to or obtained by the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party with respect to the disclosed information; or

(iv) was independently developed by the Receiving Party without any recourse to or use of any Confidential Information.

14.2 Rights, Restrictions and Obligations of the Receiving Party (a) During the Term, the Receiving Party

may:

(i) disclose Confidential Information of the Disclosing Party only to its, employees, officers and directors and Affiliates, or to advisors bound by professional licensing or other independently recognized standards, fiduciary obligation or written contract, who have a need to know such information exclusively for the purpose of executing its obligations or exercising its rights under this Agreement; provided that the Disclosing Party may, on a case by case basis, require that the Receiving Party obtain its written consent prior to disclosure of certain categories of Confidential Information to such parties;

(ii) reproduce the Confidential Information of the Disclosing Party only as required to execute its obligations or exercise its rights under this Agreement; and

(iii) disclose Confidential Information as and to the extent required by Laws, provided the Receiving Party gives the Disclosing Party prompt notice prior to such disclosure (to the extent permitted by Laws) to allow the Disclosing Party to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information and the Receiving Party shall cooperate in all respects with such efforts.

(b) Except as otherwise specifically provided in this Agreement, the Receiving Party shall not during the Term of this Agreement or any Statement of Work Term for a period of one (1) year after the expiry or early termination of the later of the Term or any Statement of Work Term:

(i) disclose, in whole or in part, any Confidential Information of the Disclosing Party; or

(ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble, adapt, create derivative works from or otherwise use or allow anyone else to use, the Confidential Information, in whole or in part.

(c) The Receiving Party shall exercise the same care in preventing unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. Reasonable care includes, without limiting the generality of the foregoing:

(i) informing each and every person, firm and enterprise who does or is in a position to receive, obtain or have access to Confidential Information, of the strictly confidential and sensitive nature of the Confidential Information and the applicable terms of this Agreement, requiring them to comply with these terms, and obtaining their written acknowledgment that they have been so informed and directed, and their written undertaking and agreement to abide by these terms; and

(ii) notifying the Disclosing Party immediately upon discovery of any actual, threatened or alleged violation or breach of any of the provisions of this Section, and assisting the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and to prevent further violations or breach hereof.

(d) The Receiving Party acknowledges that:

(i) Confidential Information of the Disclosing Party has commercial value and is not in the public domain;

(ii) unauthorized use or disclosure of Confidential Information shall cause immediate injury and damages not readily measurable or compensable in monetary damages, and therefore irreparable;

(iii) in the event of any breach or threatened breach of the provisions of this Article, and without limiting or waiving any other rights and remedies available under this Agreement, at law or in equity all of which are hereby cumulatively reserved, the Disclosing Party shall be entitled, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction;

(iv) except for the rights expressly granted to the Receiving Party in this Agreement, the Disclosing Party retains all right, title and interest and reserves all rights in and to the Confidential Information; and

(v) the Receiving Party shall be and shall remain primarily and fully liable for any violation or breach of the provisions hereof, by any Affiliate, officer, director, employee, subcontractor, agent, representative, advisors, director, officer and/or employee and Affiliates of the Receiving Party, as if the Receiving Party had disclosed the Confidential Information.

14.3 Rights and Remedies of the Disclosing Party

(a) Immediately upon the Disclosing Party's request or at the expiration or earlier termination of this Agreement, the Receiving Party shall either return or, if specifically directed by the Disclosing Party, destroy all Confidential Information in its possession, power or control in a manner that assures the Confidential Information is rendered unrecoverable.

(b) Upon completion of the return or destruction of Confidential Information as required above, but in no event later than five (5) days from the request, an officer of the Receiving Party shall provide written certification to the Disclosing Party that the requirements of this Section have been complied with.

14.4 Ownership and Protection of Information

(a) Disclosing Party's Confidential Information is and will remain the exclusive property of the Disclosing Party, as applicable. A Receiving Party will not possess or assert any lien, claim, demand or other right or interest in, against or to the Disclosing Party's Confidential Information. Disclosing Party's Confidential Information, or any part thereof, will not be sold, assigned, leased, licensed or otherwise disposed of, directly or indirectly, to third parties or commercially exploited by or on behalf of the Receiving Party or used for any purpose, other than in support of the Receiving Party's performance of its obligations hereunder and then only to the extent necessary and permitted by Disclosing Party to do so.

(b) Disclosing Party's will advise Receiving Party of all policies and procedures for informing personnel of restrictions regarding access to and use of Disclosing Party's Confidential Information and for monitoring and enforcing compliance with such restrictions. Disclosing Party shall have the right to require Receiving Party to take additional steps and security measures, physical, logical, by agreement, instruction or otherwise, to protect the confidentiality of Disclosing Party's Customer Information.

(c) Receiving Party will, and will cause Receiving Party Affiliates and all others for whom Receiving Party is responsible hereunder, to, cooperate fully in resolving any actual, threatened or suspected violation or breach of the foregoing provisions.

14.5 Security

(a) Receiving Party will comply with all reasonable written security procedures that are provided to it by Disclosing Party during the Term of this Agreement for the purposes of maintaining the security of Disclosing Party's Confidential Information.

(b) Receiving Party agrees to defend, indemnify, and hold Disclosing Party, and its directors, officers, employees, harmless from and against any and all actual or alleged losses in connection with any claim or action relating to or arising out of a breach or alleged breach of this Agreement by Receiving Party, or any person, firm or entity, howsoever characterized or designated, acting under, through, in the name of, under authority of or on behalf of Receiving Party, including Receiving Party's employees, agents, representatives or subcontractors.

14.6 Destroyed or Lost Data (a) Receiving Party will not delete or destroy any Disclosing Party's Confidential Information or any form of media on which Disclosing Party's Confidential Information resides without prior authorization from Disclosing Party.

(b) Disclosing Party hereby authorizes Receiving Party to delete or destroy Disclosing Party's Confidential Information in accordance with any Disclosing Party's document retention program, including Disclosing Party's approved media retention rules.

(c) Receiving Party will maintain and provide to Disclosing Party one or more reports that identify the Disclosing Party's Confidential Information, including media that has been destroyed. In the event any Disclosing Party's Confidential Information is lost or destroyed due to any act or omission of Receiving Party, including any breach of the security procedures described herein, Receiving Party shall be responsible for the prompt regeneration, reconstruction or replacement of such Disclosing Party's Confidential Information. Receiving Party shall prioritize this effort so that the loss of Disclosing Party's Confidential Information will not have any adverse effect upon Disclosing Party's business.

(d) Disclosing Party agrees to cooperate with Receiving Party to provide any available information, files or raw data needed for the regeneration, reconstruction or replacement of the Disclosing Party's Confidential Information. If Receiving Party fails to fully regenerate, reconstruct and replace the lost or destroyed Disclosing Party's Confidential Information within the time reasonably set by Disclosing Party, then Disclosing Party may obtain data reconstruction services from a third party, and Receiving Party shall cooperate with such third party as requested by Disclosing Party.

(e) In addition to any damages incurred by Disclosing Party, Receiving Party will be responsible for the actual costs incurred by Disclosing Party for the regeneration, reconstruction and replacement of Disclosing Party's Confidential Information by a third party. In the event it is determined that Customer Information has been lost or destroyed as a result of the willful, intentional or grossly negligent acts or omissions of Receiving Party, Disclosing Party may terminate this Agreement and pursue any civil and criminal actions available to it.

14.7 Security

(a) Supplier acknowledges that Customer Information provided, available to or obtained by Supplier in connection with the Services and the performance of its obligations hereunder, will include or may contain proprietary, sensitive and confidential information of Customer, its Affiliates and its or their customers, Customers, suppliers and others with or for whom Customer and/or Customer Affiliates conduct business and that disclosure thereof would subject Customer and/or Customer Affiliates to substantial, immediate and irreparable harm, whether in the form of damages or injury resulting from a breach of contract or arising from any legal or regulatory action or otherwise.

(b) Supplier agrees to hold such information in trust and confidence and treat such information as strictly confidential, providing security provisions, at a minimum to the extent that Supplier, acting with due and proper regard for same, would provide security for its own proprietary, sensitive and confidential information and digitally stored files, data and programs and as otherwise required by Laws: (i) to safeguard all Customer Information under the control or in the possession of Supplier; (ii) to safeguard the physical integrity and condition of all Supplier Facilities, Equipment, Software and all media in Supplier’s possession or control containing Customer Information; (iii) to ensure that access to Customer Information, in any form on any media, is available only to Customer, Customer Affiliates and their designated employees and/or authorized representatives; and (iv) to prevent use by or disclosure of any and all Customer Information to any third party, to any employee or agent of Supplier that does not have

a need to know in the performance of Services hereunder or otherwise, unless Supplier has obtained Customer’s prior written approval

15. Representations and Warranties

15.1 Mutual Representations and Warranties

Each Party represents and warrants that, as of the Effective Date of this Agreement:

(a) It is a corporation duly incorporated (or is any other form of legally recognized entity), validly existing and is in good standing under the Laws of the jurisdiction in which it is incorporated, and is duly qualified and in good standing in each other jurisdiction where the failure to be so qualified and in good standing would have an adverse effect on its business, activities, ability to perform its obligations under this Agreement or any Statement of Work or compliance with any of its promises, representations and warranties hereunder.

(b) It has all necessary corporate power and authority to own, lease and operate its assets and to carry on its business as presently conducted and as it will be conducted pursuant to this Agreement and any Statement of Work.

(c) It has all necessary corporate power and authority to enter into this Agreement and each Statement of Work and to perform its obligations hereunder and thereunder, and the execution and delivery of this Agreement and each Statement of Work and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate actions.

(d) This Agreement and each Statement of Work constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.

(e) There are no threatened or actual claims or suits in connection with any matters, including patents and other intellectual property matters that would materially adversely affect either Party’s ability to perform its obligations under this Agreement.

15.2 Customer Representations and Warranties

Customer represents and warrants that:

(a) Customer has the financial stability to honor the payment obligations agreed with Supplier in this Agreement and that payments shall be made in accordance with the financial terms agreed in this Agreement and the applicable Statement of Work.

(b) Customer has appropriate entitlements to provide Customer Software, any third party property, including third party software delivered by Customer to Supplier for use in the course of Supplier's performance of Services hereunder and that the use and possession of such property as contemplated by this Agreement or any Statement of Work, including schedules thereto shall not violate any third party's copyright, patent, trade secret or other intellectual property rights, proprietary or confidential information.

15.3 Supplier Representations and Warranties

Supplier represents and warrants that:

(a) Supplier will properly render the Services in accordance with the requirements of this Agreement, with promptness and diligence and will execute them in a workmanlike manner, consistent with required levels of quality and performance as agreed upon with Customer.

(b) Performance of the Services will not violate or infringe any third party's intellectual property rights, proprietary or confidential information.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, , NEITHER PARTY MAKES OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE

16. Insurance

16.1 Required Insurance Coverages

Throughout the Term Supplier will maintain in force, the insurance coverages described below.

(a) Primary commercial general liability insurance with combined single limits of $500,000 for personal injury, including death; and $500,000 each occurrence and $1,000,000 in the aggregate for property damage including: (i) premises and operations liability and (ii) products and completed operations.

(b) Workman's compensation insurance in amounts not less than the statutory requirements in the location where the Services are performed.

(c) Employer liability insurance with a maximum limit of $ 1,000,000.

(d) Automobile liability with combined single limits upto $ 500,000 for each occurrence and in aggregate.

(e) Errors and Omissions liability insurance with a maximum limit of $ 1,000,000 for each occurrence and in aggregate.

(f) Third party crime and employee fidelity insurance with a maximum limit of $ 1,000,000 for each occurrence and in aggregate.

16.2 Risk of Loss

As of the Effective Date, each Party shall be responsible for risk of physical or logical loss of, and damage to, any property, facilities, items of equipment, software or other materials, data or information in its possession or under its control.

17. Indemnification

17.1 Indemnification by Supplier

Supplier shall defend, indemnify Customer and its officers, directors, employees from third party claims, actions and/or allegations based upon any:

(a) infringement or misappropriation of any patent, trade secret, copyright or other intellectual, industrial or other proprietary rights;

(b) acts or omissions of Supplier Personnel located in any Customer Facility or premises of the Customer

(c) Supplier's (or Supplier Personnel's) breach of its obligations with respect to Customer's Confidential Information;

17.2 Indemnification by Customer

Customer shall defend, indemnify and hold Supplier and its officers, directors, employees, harmless from and against all Losses arising from, in connection with or relating to, third party claims, actions and/or allegations based upon:

(a) Customer's failure to perform any obligations required to be performed by Customer under any third-party service contracts, transferred equipment leases, third party software licenses or third party service contracts for which Supplier has assumed financial, administrative, or operational responsibility; Customer's breach of its obligations with respect to Supplier's Confidential Information;

(b) Third party claims of intellectual property infringement against Supplier based on any Customer Software, used and operated in accordance with the specifications and instructions provided by Customer in connection with such Customer Software;

17.3 Mutual Indemnification

Each Party shall indemnify, defend and hold harmless the other Party and their respective officers, directors, employees, from and against all Losses arising from:

(a) death of or injury to any person, to the extent caused by the tortious conduct of the indemnitor or any person, firm or entity acting for, in the name of, at the direction or supervision or on behalf of the indemnitor (the "**Indemnitors**");

(b) damage to, or loss or destruction or, any real or tangible personal property to the extent caused by the tortious conduct of the Indemnitors; and

17.4 Indemnification Procedures

(a) Promptly after receipt by an indemnitee of any written claim or notice of any action giving rise to a claim for indemnification by the indemnitee ("Claim"), the indemnitee shall notify the indemnitor and provide copies of such Claim and any documents relating to same. No failure to so notify an indemnitor shall relieve the indemnitor of its obligations under this Agreement except to the extent, but only to the extent, that the failure or delay is prejudicial. Within thirty (30) days following receipt of such written notice, but in any event no later than ten (10) days before the deadline for any responsive pleading, the indemnitor shall notify the indemnitee in writing (a "Notice of Assumption of Defense") if the indemnitor elects to assume control of the defense and settlement of such Claim.

(b) If the indemnitor delivers a Notice of Assumption of Defense with respect to a Claim within the required period, the indemnitor shall have sole control over the defense and settlement of such Claim; provided, however, that (i) the indemnitee shall be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim, and (ii) the indemnitor shall obtain the prior written approval of the indemnitee before entering into any settlement of such Claim or ceasing to defend against such Claim. After the indemnitor has delivered a timely Notice of Assumption of Defense relating to any Claim, the indemnitor shall not be liable to the indemnitee for any legal expenses incurred by such indemnitee in connection with the defense of such Claim; provided, that the indemnitor shall pay for separate counsel for the indemnitee to the extent that conflicts or potential conflicts of interest between the Parties, in the opinion of the indemnitee, make the retention of separate counsel necessary or desirable.

(c) The indemnitor shall not be required to indemnify the indemnitee for any amount paid by such indemnitee in the settlement of any Claim for which the indemnitor has delivered a timely Notice of Assumption of Defense if such amount was agreed to without prior written consent of the indemnitor, which shall not be unreasonably withheld or delayed in the case of monetary Claim. An indemnitor may withhold consent to settlement of any Claim of infringement affecting its proprietary rights in its sole discretion.

(d) If the indemnitor does not deliver a Notice of Assumption of Defense relating to a Claim within the required notice period, the indemnitee shall have the right to defend the Claim in such a manner as it may deem appropriate, at the cost and expense of the indemnitor. The indemnitor shall promptly reimburse the indemnitee for all such costs and expenses upon written request therefor.

17.5 Subrogation

In the event an indemnitor indemnifies an indemnitee pursuant to this Section, the indemnitor shall, upon payment in full of such indemnity, be subrogated to all of the rights of the indemnitee with respect to the Claim to which such indemnity relates.

18. Limitation of Liability

18.1 General Intent

Subject only to the limitations set forth in this Section, a Party which breaches any of its obligations under this Agreement or any Statement of Work shall be liable to the other for damages actually incurred by the other as a result of such breach.

18.2 Limit on Types of Damages Recoverable

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.3 Limit on Amount of Direct Damages Recoverable

(a) A Party's aggregate liability for damages under this Agreement (including each and every Statement of Work entered into hereunder) shall not exceed an amount equal to the total charges payable to Supplier pursuant to applicable Statement of Work for the performance of the Services for the six (6) months prior to the month in which the first event giving rise to liability occurred; provided that if such event giving rise to liability occurs during the first six (6) months after the Effective Date, liability shall be limited to an amount equal to the total Charges that would be payable to Supplier pursuant to the applicable Statement of Work for performance for the Services calculated by pro rating and annualizing the amounts actually payable.

(b) Each Party shall have a duty to mitigate damages for which the other Party is liable.

18.4 Force Majeure and Disaster Recovery

(a) Subject to Section 18.4(f) below, neither Party will be liable for instances of material default or delay caused by fire, flood, earthquake, epidemic or pandemic, any act or order of competent authority, elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties, Acts of God, actions or decrees of any governmental bodies, or any other similar events, in the performance of its obligations hereunder, if the default or delay is caused by any event beyond the reasonable control of such Party and without its fault or negligence.

(b) The non-performing Party will be excused from performance or observance of obligations so affected for as long as (1) the circumstances prevail and (2) the Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

(c) If any such excusable default or delay lasts for ten (10) consecutive days or twenty (20) days in the aggregate or such lesser period of time which is the shortest period specified in the Statement of Work for such Services, then the parties will mutually agree to develop and implement a work-around until such time either Party can perform its obligations under this Agreement without such workaround.

(d) If Supplier is unable to implement any suitable workaround, or to perform the Services despite implementing any such workaround, for a period exceeding fifteen (15) business days, Customer may, by giving written notice, terminate either the applicable Statement of

Work and all other Statements of Work covering Services materially adversely affected thereby, provided that Customer reasonably concludes after consultation with Supplier that such Force Majeure Event is having a significant adverse effect on Customer.

(e) Subject to any applicable cure period specified herein or in the applicable Statement of Work, nothing in this Section shall limit any of Supplier's obligations with respect to any Statement of Work or portions thereof that are not materially adversely affected by the Force Majeure Event.

(f) Supplier shall at all times maintain its standard business continuity, contingency and disaster recovery plans, procedures and capabilities (the "**Disaster Recovery Procedures**") with respect to the Services, including all Supplier Facilities or remote working including work from home, that meet applicable regulatory requirements, including Laws, if any. Any customization required by the Customer may be carried out subject to mutual agreement, including on additional charges such customization may entail. With respect to disaster recovery, Supplier will:

(i) Perform functions in accordance with accepted business continuity, contingency and disaster recovery planning standards and procedures mutually agreed between Customer and Supplier either from Supplier Facilities or remote working such as work from home.

(ii) Perform tests and backups as specified in the Directions Document or as otherwise reasonably necessary to maximize availability of the Services during problems, including disaster/business recovery functions for all Customer Data.

(iii) Provide technology change and upgrade capability to ensure that business continuity, contingency and disaster recovery capabilities and resources stay current with required technology levels for the Services.

(iv) Develop and maintain a plan for the transition back to the Supplier Facilities upon cessation of the disaster or recovery from the business interruption and promptly implement such plan to restore the Services to normal operation.

19. Termination

19.1 Termination fee

. If agreed in the any Statement of Work and only in case if the Customer desires to terminate such Statement of Work for convenience, then the Supplier shall be entitled to termination fee ("Termination fee") over and above the Fee. The quantum of such termination fee shall be agreed and set forth in such Statement of Work..

19.2 Termination by Supplier

Supplier may (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity), by giving written notice to Customer, terminate any or all Statements of Work, or one or more categories of Services under a Statement of Work

(a) in the event that Customer fails to pay Supplier undisputed amounts under an applicable Statement of Work within thirty (30) days of written notice from Supplier of such failure to make payment.

(b) immediately for any breach of Section 9 (Software and Intellectual Property Rights and Obligations), Section 14 (Confidentiality) or Section 17.2 (Indemnification by Customer) by Customer.

(c) by giving no less than 90 days written notice to Customer, as of date specified in the notice of termination for any or no reason.

19.3 Termination by Customer

(a) Customer may (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity), by giving written notice to Supplier, terminate any or all Statements of Work, or one or more categories of Services under a Statement of Work:

(i) for a material breach of a Statement of Work that is not cured by Supplier within thirty (30) days of the date on which Customer provides written notice of such breach, in accordance with Section 19.2(c);

(ii) immediately (notwithstanding the provisions of Section 19.2(c) for any breach of Section 9 (Software and Intellectual Property Rights and Obligations), Section 14 (Confidentiality) or

(iii) upon termination of this Agreement for any reason.

(b) Customer may (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity), by giving written notice to Supplier, terminate this Agreement:

(i) for a material breach that is not cured by Supplier within thirty (30) days from the date of receipt of written notice from Customer;

(ii) for numerous, multiple or repetitive breaches of this Master Agreement that collectively constitute a material breach, no. of such breaches to be deemed material breach to be specified in the Statement of Work; or

(iii) immediately (notwithstanding the provisions of Section 19.2(c) for any breach of Section 9 (Software and Intellectual Property Rights and Obligations) and Section 14 (Confidentiality).

(iv) For convenience by serving ninety (90) days prior written notice to the Supplier

Except as otherwise provided in this Section, Customer shall notify Supplier of the exercise of any termination option set forth in this Section by delivering to Supplier written notice identifying the scope of the termination and the effective termination date. 19.4 Termination for Insolvency Either Party may immediately terminate this Agreement in its entirety (including all Statements of Work), if the other Party (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy (or any other equivalent, comparable or similar legal protection applicable to debtors in the jurisdiction) or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally, (e) shall apply for, consent to or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, or (f) any such receiver or trustee is be appointed and shall not be discharged within thirty (30) days after the date of such appointment.

19.5 Effect of Termination

(a) Termination of a Statement of Work pursuant to Section 19.2 (Termination by supplier) or 19.3 (Termination by Customer) shall be effective only for the applicable Statement of Work and such termination shall not affect the continuity or validity of this Agreement or any other Statement of Work.

(b) Termination of this Agreement or any Statement of Work or categories of Services, in whole or in part and for any reason, shall not affect (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (b) any damages or other remedies to which a Party may be entitled under this Agreement or any Statement of Work, at law or in equity.

19.6 Termination Assistance

(a) Commencing upon any notice of termination or of non-renewal of the Agreement or any Statement of Work and continuing through the effective date of expiration or termination thereof, Supplier will provide to Customer, termination assistance, as mutually agreed between the Parties, to allow the Services to continue without interruption or adverse effect and to facilitate the orderly migration and transfer of the Services to Customer

(“**Termination Assistance**”). To the extent Supplier is to provide Termination Assistance pursuant to the preceding sentence, all the provisions of this Agreement and the applicable Statements of Work will be applicable as such provisions would have been applicable to the Services prior to the date of termination or expiration.

(b) For a period of six (6) months, or such other extended period as the parties may mutually agree, following the date of termination or expiration of the Agreement or any Statement of Work Term, if later, Supplier will provide, at Customer’s written request, any or all of the Services being performed by Supplier pursuant to such Statement of Work prior to such date, including Termination Assistance. To the extent Supplier is to perform Services pursuant to the preceding sentence, all the provisions of this Agreement and the applicable Statements of Work will be applicable as such provisions would have been applicable to the Services prior to the date of termination or expiration.

20. Miscellaneous

20.1 Binding Nature and Assignment

(a) Neither this Agreement, nor any rights or obligations hereunder, is assignable, by operation of Laws, voluntarily by either Party, or otherwise, without the prior written consent of the other Party and any attempt to do so without such written consent shall be void *ab initio*.

(b) Either Party may with the written consent of the other Party, such consent not to be unreasonably withheld, assign any and/or all of its rights and obligations under this Agreement to: (a) an entity that acquires all or substantially all of it assets, or all or substantially all of the assets of one or more of its business units, (b) an Affiliate; or (c) a successor entity in a merger or acquisition. Subject to the foregoing, this Agreement and each Statement of Work shall be binding on the Parties and their respective successors and permitted assigns.

20.2 Expenses

In this Agreement, unless otherwise specifically provided, all costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Agreement and the performance of the transactions and obligations contemplated by this Agreement shall be borne by the Party incurring such expenses.

20.3 Amendment and Waivers

No supplement, modification, amendment to or waiver of this Agreement shall be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought and is executed, if applicable, in the manner and with respect to the subject matter, consistent with the requirements of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

20.4 Further Assurances

Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary, appropriate or desirable to give effect to this Agreement and to carry out its provisions.

20.5 Publicity

With prior written consent of the Customer, Supplier may use Customer’s name, trade names, designs and logo, if any, in Supplier’s marketing materials, website, media or publicity releases, public announcements, advertising, promotions or other communications including internal distributions to identify Customer as a customer of Supplier; provided that the form and content of any such use shall be in accordance with the specifications provided in writing by the Customer.

20.6 Severability

Any provision in this Agreement which is prohibited, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating, affecting or impairing the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent practicable, the prohibited, invalid or unenforceable provision shall be replaced, for purposes of such jurisdiction, with a permitted, valid and enforceable provision which comes closest to the intention of the Parties with respect to the provision so replaced.

20.7 Entire Agreement

All Statements of Work Exhibits and all other attachments and documents referred to in any of the foregoing are incorporated into this Agreement by this reference and form a part hereof as if fully set forth herein. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior, inconsistent and/or contemporaneous agreements, understandings, promises, representations, warranties, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

20.8 Disputes and Applicable Law

(a) The Parties shall initially attempt to resolve disputes amicably through discussions. However, if the discussions fail, either Party may initiate formal dispute resolution process, through a dispute resolution committee comprising of equal no. of representatives from both Parties. If the dispute resolution committee fails to reach a decision within 30 (thirty) days (or any extended timeline mutually agreed) then either Party shall be at liberty to initiate legal proceedings in accordance with the governing laws and jurisdiction prescribed in this Agreement.

(b) All disputes arising between the parties hereto and any questions concerning the validity, interpretation, enforcement and performance of this Agreement and all Statements of Work shall be governed by and decided in accordance with the substantive internal laws of the England without regard to its choice of law principles.

20.9 Survival

Any provisions of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to their meaning shall survive the expiration or termination of this Agreement for the period mandated by applicable law.

20.10 Jurisdiction and Venue

The Parties hereby submit and irrevocably consent to venue in and the exclusive jurisdiction of
Courts of England and irrevocably agree that all actions or proceedings relating to this Agreement and any Statement of Work shall be litigated in such Courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such Court. The Parties hereby waive any right to trial by jury. Each of the Parties hereby consents to be joined in any action or proceeding in which Indemnitee is a defendant and for which the Indemnitor is required to indemnify the Indemnitee in accordance with the provisions of this Agreement or any Statement of Work.

20.11 Equitable Remedies

The Parties agree that, either Party may seek immediate injunctive or equitable relief which may be enforced by the preliminary or permanent, mandatory or prohibitory injunction, temporary or permanent restraining or other order of a court of competent jurisdiction in the event of any breach or threatened breach of any provision of this Agreement or any Statement of Work involving: (i) Confidential Information; (ii) intellectual, industrial or other property rights; (iii) the protection from physical harm, personal injury or property damage; (iv) a good faith determination that damages from a breach will be immediate, irreparable or so severe or incapable of adequate redress or compensation, only injunctive or other equitable relief would be adequate; or (v) any other matter for which equitable rights may be granted and money damages would be an inadequate remedy.

20.12 Notices

(a) Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given, delivered to a Party and effective: (a) when delivered by hand or courier or by overnight delivery service with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) Ten (10) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, or (d) upon confirmation of delivery if sent by email, in each case to the address of such Party set forth below (or at such other address and/or addressee as the Party may from time to time specify in a Statement of Work or by notice delivered in the foregoing manner):

If to Supplier:	**Name of Supplier** Address Attention: Email:
If to Customer:	…………………… Pricing Distribution Manager SriLankan Airlines Ltd. Airline Centre, Bandaranaike International Airport Katunayake. Email:

Any Notice sent by email or fax must be followed by prompt dispatch of physical notice to the designated address.

20.13 Independent Suppliers

(a) Supplier shall perform its obligations under this Agreement and for all purposes is and is acting as an independent contractor of Customer. Nothing herein shall be deemed to constitute Supplier and Customer as partners, joint venturers, or principal and agent or be construed as requiring or permitting the sharing of profits or losses. Supplier has no authority to represent or bind or create any legal obligations for or on behalf of Customer as to any matters, except as expressly authorized in this Agreement.

20.14 Third Party Beneficiaries

Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the Parties, their respective successors or permitted assigns.

20.15 Cumulative Remedies

Unless otherwise expressly provided in this Agreement, rights and remedies hereunder are cumulatively reserved by each Party and are in addition to and not in lieu of any and all other remedies available to either Party at law, in equity or otherwise as provided hereunder.

20.16 Each Party to Inform Itself Fully; Waiver of Defense

Each Party shall be deemed to have notice of and to have fully examined and approved the Statement of Work, Exhibits and all other documents referred to herein, and all terms and conditions of this Agreement, all Laws and regulations and other information in relation to this Agreement and/or any amendments, modifications or supplements hereto at any time on or after the Effective Date and to have fully examined, understood and satisfied itself as to all relevant information of which it is aware or should have been aware and that is relevant as to the risks, contingencies and other circumstances that could affect this Agreement and the transactions contemplated hereunder. Each Party hereby waives any defenses it may have related to a lack of information or understanding associated with the obligations it has undertaken in this Agreement.

20.17 Signatories

Each Party represents and warrants that the individual signing this Agreement and any Statements of Work on its behalf is fully authorized to execute and deliver this Agreement and ant Statements of Work and that this Agreement constitutes the valid and binding obligations of that Party.

20.18 Counterparts

This Agreement and any Statements of Work may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement and any Statements of Work may be executed by facsimile signature.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date first above written.

Supplier Company		**SriLankan Airlines Limited**	
By:	______________________	By:	______________________
Name:	______________________	Name:	______________________
	______________________	Title:	Title: ______________________
Date:	______________________	Date:	______________________

Statement of Work No. 1

This **Statement of Work No. 1 ("SOW")**, dated as of ……………., is subject to the terms and conditions of the Master agreement for Services and Projects between

…………………….. ("**Consultant Company**"), and **Srilankan Airlines Limited** a company incorporated in Srilankan bearing Company registration number ……. and having its registered address at Airline Centre, Bandaranaike International Airport, Katunayake, Srilankan (the "**Client**"), dated as of …………….. (the "**Master Agreement**").

21. Definitions and Interpretation

Terms that are not expressly defined herein shall have the meanings given to them in the Master Agreement.

………/Vendor and Client shall be jointly referred herein as "Parties".

22. Scope

SriLankan Airlines (UL) has selected …….(vendor company) as their outsourcing vendor for Fares Distribution Services ("Services"}. …….(vendor company) will be using ATPCO and CRS as systems for proving their Services.

Projects: Provision of Fares Distribution services to SriLankan Airlines.

23. Location of Services

The Services will be delivered from ……….. (**Vendor's service delivery office**). However, it reserves the right to deliver any of the Services, in whole or in part, from any of its global facilities or remotely using the remote engagement platform (whether currently existing as of the Commencement Date or created hereafter), provided, however, that ……. (Vendor) will not change the service delivery location of any Service to any facility in a different country without discussing the change with Client and escalating the proposed change to the Change Control Process

Statement of Work Term: From ……….. ("Commencement Date") up to the entire Term (including any renewal/extended Term} of the Master Agreement unless terminated earlier in accordance with the termination provisions in the Master Agreement.

Vendor: …………………………………

The following would be scope of activities rendered by …….(vendor company):

Sr No,	Functional Requirement
1	General Published fares filing - (Long term fares and short term tactical)
2	Cat 25 Corporate deals (Fare by rule - Dynamic discounting}
3	Cat 15/35 (Private and Negotiated fares
4	Filing of fares for different Pax types - Seaman, VFR, Foreign Worker, Student, OTA, Group fares)
5	Interline and One world fares filing
6	YQ/YR filing {Service fees)
7	Cat 31 (Automated re-issues)
8	Optional services Baggage (FSA and Excess baggage charges including Prepaid Baggage)
9	Ancillary Services filing
10	Ticketing fees (OB)
11	Automation of Redemption fares for the benefit of UL FFP members
12	Automation of Redemption upgrade
13	ZED fares filing for ZED partners
14	RBD Filing - (RBD Chart 1and Chart 2)
15	IBE worldwide and regional and other Promotional filings

16	Periodical Clean-up of Expired data (Rules and foot-notes)
17	Resolution of fare filing, Auto- pricing and other related issues by taking prompt corrective/alternative action
18	Raising PTR'S wherever necessary
19	Suggesting Optimum/more Economical/Less- time consuming distribution methods

Below table represents the standard productive hours per month worked by the team:

No of FTE	Productive Hours per FTE per month
7	……..

In addition to the above:

One FTE is equal to 8 hours a day.

Consultant company will provide full service on a shift basis divided into two shifts viz Morning (7 AM-3 PM) & Afternoon shift (3 PM-11.00 PM) 6 days a week Monday to Saturday. No of

FTEs will be aligned in accordance with volumes and timelines of Workflow.
Consultant company has …. (….) fixed holidays in a year and Operation will close its operations on these days. The working hours in a month or week will vary accordingly.

All the notifications of fixed holidays will be sent to UL …… (….) days in advance.

FTEs deployed on this process shall vary depending on the volumes / complexity of the transaction and any increase /decrease in the number of FTEs shall be basis mutual agreement in writing which may be in the form of an email and acknowledgement of same by Consultant Company.

Client shall provide ….. days prior written intimation, to the Consultant Company about any changes in volumes and complexity of work unless agreed and otherwise mutually, Consultant shall able to manage approximately 500 - 600 filings per month with available 8 FTEs. Consultant company shall manage a 10% increase on existing volumes, within the proposed number of Eight (8) FTEs. The expected Monthly Segment count of transactions is given in Appendix 1

Additionally, for every 15% increase in volume therewith, Consultant company shall deploy 1 additional FTE to manage the increased volumes with prior written intimation to client.

24. Reporting

Below Reports will be sent to UL:

Daily report with status of received and pending filings will be sent every day except Sunday

Monthly Report with status of all the filings received in the current month, this will be sent by every 2nd week of the following month. This report will also contain the monthly accuracy vs productivity report.

25. Access to systems

GDSs access (Amadeus/Galileo/Worldspan/Sabre) needs to be provided by UL.

Amadeus PTR login & Travelport PTR login required to resolve pricing issues.

26. Penalties

Service Level	**Value**	**Penalty**	**Measure**

Turnaround Time (as defined in Appendix 1)	<99%	1% of the invoice of that month	Monthly Report
Accuracy Fares (as defined in Appendix 1)	<99%	Same error percentage of Monthly fee to be deducted of that month	Monthly Segments Counts Report
Accuracy Rules & Others (as defined in Appendix 1)	<98%	Same error percentage of Monthly fee to be deducted of that month	Monthly Segments Counts Report

Any filing errors identified by UL team should be escalated immediately to SGS delivery team for corrections.

Any Error identified by UL after 12 months of the actual filing date will excluded from the above calculation

27. Queries & Escalation Management

…….. (Vendor Company):

Escalation Level	Name	Designation	Phone number	Email Id

Level 1				
Level 2				
Level 3				
Level 4				

Srilankan Airline:

Escalation Level	Name	Designation	Phone number	Email Id
Level 1				
Level 2				

28. Review Meeting Schedule

Quarterly Business Review (QBR) meetings should be held once in a quarter either in SriLankan (UL office) or in ……….(Vendor Company Location)

Cost/Fee

The Fee per FTE per month will be USD ……../-

29. Billing and Payment

Invoices will be raised to Client on a monthly basis at the end of each calendar month. Payment of invoices needs to be made within 30 days from the date of receipt of invoice.

30. Terms & Condition Payment Terms

Monthly billing for FTE costs as provided above
Payment terms as agreed in the Master Agreement

31. Assumptions

The FTE numbers and Rates provided are based on the understanding and assumptions any change in the following could change the FTE numbers and rates

Actual volume of fares filed on a periodic /daily basis

Trouble shooting services to be provided to UL

Help desk services to be provided to UL

Coverage in terms of UL stations

32. Cost Includes

Full time dedicated Fare updater for UL fare Filing process

Access to dedicated hardware such as PC , Telephone , Internet and related equipment Telephony infrastructure to receive and make calls

33. Additional Costs (as applicable)

The ATPCO access and usage charges are to be paid by UL.

The GDS/CRS access fees and charges will be paid by UL. As per our quality procedure we would need

UL to provide CRS connectivity in order to check whether the fares which are filed in ATPCO are pricing as per the intent of the airline

Communication charges for communication with UL stations (Telephone, Fax, etc) Connectivity cost s related to assessing ATPCO (if applicable)

IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work under seal as of the day and year indicated above.

For and behalf of

Srilankan Airlines Limited

For and behalf of

…………. (Vendor Company)

Date

Appendix 1 - Turnaround Time ("Turnaround Time" or "TAT" means the target turnaround time for the particular type of work order as set out in the below table. For the purpose of measurement, a "day" shall mean a period of 24 hours.)

Filing Type	**The number of hours required**
Public Regular (Year-round) Online Fare Sheet	

Public Regular (Year-round) Interline Fares	
Public/Private Promo/Tactical Fares – Urgent	
Public/Private Promo/Tactical Fares – Non-Urgent	
RBD Chart 1 and Chart 2 Coding	
Carrier Imposed Surcharges (YQ/YR) – Small Adjustments	
Carrier Imposed Surcharges (YQ/YR) – Network-Wide Changes	
Cat 25 Global Promotions – Redistributed to Selected Office IDs using CAT15/35	
Cat 25 Promotions – Country Specific	
Ancillary – Changes to a Full Product Structure Network wide change	
Ticketing Fees (OB) – One-Time Initial Implementation	
ZED (myIDTravel) – Zonal Employee Discount – New Filings for New Carrier	
ZED (myIDTravel) – Zonal Employee Discount – Annual Fare Level Changes	
Redemption (FFP) – Full Structure Changes	
Redemption (FFP) – Amendments to Existing Filings	
Redemption (FFP) – Upgrades – Full Structure Changes	
Automation of Surcharges via ATPCO Cat 12 – High Complexity General Rules Filings	
Automation of Surcharges via ATPCO Cat 12 – Small-Scale Generic Rules Filings	
Oneworld Fare Products – Changes to Rules/Levels	
CAT31 penalty update	
CAT33 penalty update	
CAT31 Network wide policy change	
CAT33 Network wide policy change	
Branded Fares - Changes to the existing content	
Branded Fares - Filing of new exception	
Special Projects / Initial Implementation of New Applications	

34. - Additional conditions to SLA -

1. If in any filing all the categories are changing, and there is revision of fare level for all ODs, Srilankan Airlines and …….(vendor company) will mutually agree to a timeline for completion.

2. If on any given day the number of filing instructions received is significantly high than the available capacity, then …….(vendor company) and Srilankan Airlines will discuss and prioritize the filings.

3. All the Above TAT will start once all the queries are resolved by Srilankan Airlines team, unless stated by Srilankan Airlines to ignore the query and file the rest.

4. For assignments sent later than 1400 HRS IST, the timeframe will be counted from the next Day. Days are defined as working day i.e. MON to FRI ** For assignments sent later than 1400 HRS IST on SAT, the timeframe will be counted from the following SUN.

5. …….(vendor company) will provide full service on a shift basis divided into two shifts viz Morning (7 AM-3 PM) & Afternoon shift (3 PM-11 PM), providing the coverage hours from 7am to 11 pm (IST) MON-FRI.

6. …….(vendor company) has …. (….) holidays in a year and …….(vendor company) will close its operations on these particular days. The working hours in a month or week will vary accordingly.

7. All the notifications of fixed holidays will be sent to Srilankan Airlines ….. (…..) days in advance.

8. Any scope of work in addition to the above listed items will be mutually discussed and agreed between Srilankan Airlines and …….(vendor company).

Turnaround Time:

"Turnaround Time" or **"TAT"** means the target turnaround time for the particular type of

Statement of Work as set out in the below table.

35. Turnaround Time Target – 99% Turnaround Time Measurement – Calculation Methodology

- **T**AT **is calculated as the n**umber of work orders/instructions due for completion for the relevant month, completed within the TAT timelines, divided by the total work orders/instructions completed that month.
- Formulae: - {100%- [(number of contracts missed TAT deadline / total number of contracts processed in a given month)] x100.

- Example: -
- Total volume processed in a month = 100 contracts.
- Number of contracts missed TAT deadline = 3
- Measurement of TAT - {100%-[3/100] x100} =97.00%.

36. Turnaround Time Measurement – Exceptions

- Any exceptional contract which involves new methodology or coding conventions to be followed and cannot be accommodated due to system limitations will be disqualified from SLA measurement. …….(vendor company) and Srilankan Airlines will discuss and mutually agree prior to disqualification of any such contract/instruction
- In the event of high volume received on a particular day which is beyond …….(vendor company) ‘s capacity, a prioritization process will be followed in consultation with Srilankan Airlines. In such situation a revised TAT will be agreed between the Parties.
- Any project/adhoc work will not be a part of the TAT SLA. …….(vendor company) and Srilankan Airlines will mutually agree a timeline for project completion.
- Any contract/instruction processing delayed due to system response or third-party dependency will not be a part of TAT measurement.
- …….(vendor company) will not be penalized for TAT miss if any closure of contract is delayed due to pricing issues arising in GDS and has been raised with the GDS.
- Any work outside the mentioned scope will be mutually discussed and agreed between …….(vendor company) and Srilankan Airlines.
- 10% increase in Segment count for a period of two months’ will be notified to Srilankan Airlines, which will raise a call for increment in capacity.
- …….(vendor company) will not be responsible for any delay in TAT SLA resulting out of an unplanned system outage or downtime caused due to any functional or operational outage attributable to Srilankan Airlines. Srilankan Airlines agrees to waive any penalties imposed on performance failure/service level failure for the entire period that the identified system is affected.

Expected monthly segment counts or “Volume Forecasts”:

Srilankan Airline and …….(vendor company) mutually acknowledge that the volume of Services under this Contract may fluctuate. At the beginning of each calendar month during the Term, the Parties will discuss the projected business volume for the following month.

Activity	Segment counts monthly
Fare records	
Rules	
Total Segments in month	

.

Accuracy:

Measurement of this KPI is based on the number of comebacks/discrepancies received from Srilankan Airline in a given month.

37. Accuracy Measurement

Total number of segments in error reported from Srilankan Airline in a month divided by total number of segments processed in a month multiplied by 100.

Accuracy Measurement - Unit

Accuracy will be measured at a "segment" level.

38. Accuracy Measurement – Exceptions

Comebacks reported more than 1 year from the date of filing/loading will not be considered for accuracy calculation. However, …….(vendor company) will take necessary action to rectify the error.

39. Accuracy Measurement – Calculation Methodology

Formulae: {100%- [(number of comebacks (segments) received in a month / total number of segments processed in a given month)] x100.

Example:

Total segments processed in a month = 1000 Total comebacks received in a month = 20 segments

Measurement:

{100%-[10/1000] x100} = 98.00%.