

AFFILIATION AGREEMENT

For good and valuable consideration, [.] (“**Capgemini**”), a corporation organized under the laws of [.] with an address for purposes of this Agreement at [.] and a direct or indirect subsidiary in good standing of Capgemini SE and [.] (“**Partner**”), hereby covenant and agree that it will comply with all obligations of the Global Alliance Agreement dated as of [.] (the “**Agreement**”), including all exhibits thereto and all other agreements referred to therein, as fully as if Capgemini and Partner had executed the Agreement and shall be entitled to exercise all rights thereunder, with such changes thereto as are set forth below as mutually agreed to by Partner and the Capgemini and set forth in accordance with the terms hereof.

1. Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Agreement.
2. The Agreement shall be amended as set forth in this Affiliation Agreement and both parties hereby represents that the following amendments to the Agreement are acceptable to Capgemini International BV and [•]
3. Notwithstanding any other provision of the Agreement, in no event shall Capgemini International BV be liable for any Capgemini entity’s obligations under the Affiliation Agreement, nor shall any Capgemini entity be liable for another Capgemini entity’s obligations. There is no joint and several liability between Capgemini International BV and Capgemini entities nor between or among the Capgemini entities themselves.
4. This Affiliation Agreement shall be effective as of [•] (the “Effective Date”) and shall be valid for an initial term of one (1) year from the Effective Date, unless otherwise terminated pursuant to the terms of the Agreement. It shall be automatically renewed for one-year terms unless either party gives notice of termination, which shall be given no later than thirty (30) days prior to the expiration of the then current term or extension.
5. This Affiliation Agreement shall terminate upon the earlier of (i) the termination or expiration of the Agreement, or (ii) the date at which Capgemini ceases to be a direct or indirect affiliate of Capgemini SE or (iii) the termination or expiration of the Affiliation Agreement.
6. Notice Address. For purposes of this Affiliation Agreement, the notice address required per Section [15.2 for Alliance Agreement or 14 for Reseller Agreement] is:

If to Capgemini:

If to Partner:

Address:

Address:

Attention:

Attention:

Telephone:

Telephone:

With a copy to:

With a copy to:



October 12, 2020

7. Effectiveness of Agreement. Except as expressly provided herein, nothing in this Affiliation Agreement shall be deemed to waive or modify any of the provisions of the Agreement, or any amendment or addendum thereto. The changes in this Affiliation Agreement will only be applicable for this Affiliation Agreement.
8. Other Terms. [Placeholder for local law, jurisdiction and venue reference][Placeholder for currency reference]
Except as provided in this Affiliation Agreement, all other terms and conditions of the Agreement shall remain in full force and effect, and the parties hereto acknowledge that such terms and conditions are in full force and effect as of the date hereof.
9. Counterparts. This Affiliation Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same document. A signed copy of this Affiliation Agreement delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Affiliation Agreement.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be signed by the authorized representatives as of the date shown above.

Capgemini

Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____