



General Terms & Conditions - version Six (21 August 2025)

These General Terms & Conditions of Xebia apply to the Services Xebia performs and all agreements Xebia enters into with Client. Only those Sections explicitly referenced in a SoW shall apply to the Services under that SoW.

Xebia and Client may each be referred to as a “**Party**” or collectively as the “**Parties**”.

General Provisions

1. Definitions

In these General Terms & Conditions, the following definitions are applicable:

1.1. “**Affiliate**” is defined as those persons or entities located in various countries throughout the world which directly, or indirectly, individually or in combination, Control, are Controlled by, or are under common Control with Xebia’s or the Client’s ultimate parent company.

1.2. “**Agreement**” means these Terms together with each applicable SoW, which will each represent a separate and entire agreement between Xebia (or Xebia’s Affiliate) and the Client (or Client’s Affiliate) regarding the subject matter hereof.

1.3. “**Control**” means ownership of more than 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

1.4. “**Client**” means the organisation or company with whom the Agreement is entered into.

1.5. “**Confidential Information**” means any information related to the Services disclosed by the Parties, respectively, either directly or indirectly. Confidential Information may include, by way of example but without limitation, products, specifications, formulae, equipment, formulas, models, employee interviews, records, quality monitoring schemes/programs, training materials, business strategies, customer lists, know-how, drawings, pricing information, inventions, ideas, personal data and other information, or its potential use, that is owned by or in possession of the Client and Xebia, respectively.

1.6. “**CPI**” means Consumer Price Index published by the Government Authorities of the country wherein the Services are performed.

1.7. “**Effective Date**” means (a) in case these Terms are signed by both the Parties, the date on which these Terms are last signed in writing/electronically; and (b) in case these Terms are incorporated by way of a hyperlink into or enclosed to a SoW signed by both the Parties, the Effective Date as set forth in the SoW.

1.8. “**Fees**” means the charges for Services exclusive of taxes as further specified in the applicable SoW.

1.9. “**Intellectual Property Rights**” or “**IPR**” means all rights in and related to brands, logos, trademarks, trade names, service marks, (internet) domain names, models and designs, (technical) know-how, innovations, discoveries, compositions, artwork, combinations, techniques, technical developments, information (whether or not protectable under copyright laws of any jurisdiction), patents, copyrights (including all rights relating to software) and including updates and upgrades of copyrighted materials, rights relating to databases, semiconductor topographies, and moral rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection (e.g. trade secrets) leading to a similar result anywhere in the world.

1.10. “**Materials**” means all materials owned by Xebia and/or its Affiliates delivered, licensed or developed, to be delivered or otherwise made available by Xebia to the Client under the Agreement, such as but not limited to: accelerators, tools, enhancements, software, source code, object code, interfaces, concepts and methods, websites, applications, data files, databases, information, hardware, training materials, testing materials, analyses, designs, documentation, reports and any updates, upgrades, and improvements and innovations therein.

1.11. “**New IPR**” means all IPR - other than Xebia Existing IPR - resulting from the Services.

1.12. “**Professional Services**” refers to the Services provided by Xebia to the Client, which may include (IT) Consultancy Services (Section A), Staff Augmentation Services (Section B), and/or Application Development Services (Section C), as further described in these Terms and/or the applicable Statement of Work (SoW).

1.13. “**Services**” means all services Xebia performs, as set forth in a SoW.

1.14. “**Subcontractor**” means either an Affiliate of Xebia, or an independent contractor, respectively, which is qualified to perform the applicable Services as contemplated by the Agreement, and has been contracted by Xebia accordingly, as evidenced by an agreement in writing.

1.15. “**SoW**” means a statement of work or other similar agreement(s) specifying the applicable Services and which incorporate these Terms by way of reference.

1.16. “**Term**” means the term as specified in the SoW.

1.17. “**Terms**” means these General Terms & Conditions for Services.

1.18. “**Time & Materials**” or “**T&M**” means a model for calculation of Fees based on the time actually spent by Xebia experts in delivering the Services, which are to be charged at Fee rates specified in the SoW along with all Expenses reasonably incurred by Xebia in delivering such Services.

1.19. “**Xebia**” means the entity specified as such in a SoW and/or the entity as mentioned above (where applicable).

1.20. “**Xebia IPR**” means both Xebia Existing IPR and New IPR, excluding any third party IPR owned by Xebia’s suppliers or licensors.

1.21. “**Xebia Existing IPR**” means all IPR existing and vested in Xebia, its licensors and/or suppliers prior to the moment of provision of the Services for which the Intellectual Property rights are used (and whether or not incorporated or embedded in the (elements of the) Materials), but excluding any New IP Rights.

2. Considerations

2.1. The provisions of these Terms shall be implemented by Xebia and Client, and/or their respective Affiliates entering into SoWs, modified as may be necessary. When an Affiliate of Client or Xebia executes a SoW under the Terms, all references to “Client” or “Xebia” in these Terms will refer to the Client’s or Xebia’s respective Affiliate who is a party to the applicable SoW.

2.2. When Affiliates of Xebia are providing the Services directly to the Client or a Client’s Affiliate under a SoW, the terms and conditions of the Agreement (including limitations of responsibilities and/or liabilities) shall extend to all such current and future Affiliates of Xebia. Both Parties agree that (i) each Party or its Affiliate is a separate and distinct legal entity; and (ii) each Party or its Affiliate shall be solely responsible for its actions (or omissions) hereunder.

2.3. The termination of these Terms will not terminate the application of these Terms for purposes of then existing SoW(s) between Xebia (and/or its Affiliates) and Client (and/or its Affiliates). Any and all claims in respect of a SoW against Xebia or its Affiliates shall only lie against the respective entity being a party to the respective SoW i.e. either Xebia or its respective Affiliate. Other general terms and conditions are hereby expressly rejected.

2.4. A SoW is effective only if both Parties have accepted and signed the SoW. Commitments from or agreements with Xebia’s personnel or third parties engaged by Client for a specific SoW are only enforceable when Xebia has confirmed such commitments and/or agreements in writing by its duly authorized representative.

2.5. Each Party may propose changes to these Terms from time to time owing to change in circumstances and business practices. Party proposing a change will inform the other Party thereof by e-mail. In such case, Parties will in good faith enter into discussion to explore the possibility of incorporating the essence of the changes in the form and manner acceptable to both Parties. If the Parties agree on the changes, these changes will take effect when Parties recorded them in writing by way of an amendment duly signed by the Parties.

2.6. If any part of this Agreement is held to be unenforceable or waived, in whole or in part, such holding will not affect the validity of the other parts of this Agreement.

2.7. These Terms supersede any and all prior oral and written

quotations, communications, agreements and understandings of Parties and shall apply in preference to and supersede any and all terms and conditions of any order placed by the Client and any other terms and conditions submitted by the Client. Failure by Xebia to object to terms and conditions set by the Client shall, in no event be construed as an acceptance of any terms and conditions of the Client. Neither Xebia's commencement of performance nor Xebia's delivery of Services shall be deemed or constituted as acceptance of any of Client's terms and conditions. Any communication or conduct of the Client which confirms an agreement for the provision of Services by Xebia, as well as acceptance by the Client of any provision of Services from Xebia shall constitute an unqualified acceptance by the Client of these Terms.

3. Fees

Fees shall be agreed between the Parties in respective SoWs. Unless agreed otherwise in a SoW:

3.1. When Parties agree on any change(s) to the scope of work and any extra work over and above what is agreed in a SoW, the same shall be charged extra at least at Xebia's then prevailing rates for such Services as may be notified by Xebia. If the Client doesn't object within a five (5) workdays period, the then prevailing rates will take effect.

3.2. All Fees shall be non-refundable.

3.3. Any extra costs arising from or related to any unreasonable delays in the completion of the Services stemming from the failure of the Client to duly make available to Xebia the requested information and documentation, shall be fully borne by the Client. Xebia will exercise commercially reasonable efforts in good faith to minimize such extra costs.

3.4. Client shall pay all taxes, duties and other charges assessed by government authorities in connection with the provision of Services under the Agreement.

3.5. Xebia reserves the right to apply as a minimum an indexation increase to its Fee(s) for Services on January 1st of each year. The CPI indexed by Xebia will be that of October of the preceding year as published by the government authority of the country where the Services are being performed.

3.6. For Professional Services the following applies:

- Xebia will perform the Professional Services on a Time & Materials basis, either during regular office hours or for 8 hours on each workday, from Monday through Friday (excluding generally recognized holidays) of the time zone in the country where the Services are being performed.
- For Professional Services performed during extended hours (meaning non regular office hours) or during weekends, Xebia may charge higher rates, as agreed on in the SoW.
- When the Parties have agreed on a maximum budget and/or maximum number of hours for performing the Services, Xebia won't exceed such maximum without the prior written consent of Client.
- At the end of each month, Xebia shall submit to the Client its itemized time sheets for the Services actually performed in that month. If the Client does not object to the time sheets within 5 (five) days, it shall imply acceptance by Client of the Services performed during those hours. Xebia shall invoice Client monthly for these hours.

4. Expenses

4.1. Unless specified otherwise in a SoW Client will reimburse Xebia for travel, lodging, living expenses and expenses on additional software/license/subscription, hardware (such as but not limited to a mobile phone), etc. incurred by Xebia in the performance of the Services ("Expenses"), provided such Expenses are mutually agreed between the Parties from time to time.

4.2. If Expenses are incurred by Xebia in emergency situations to mitigate any risks or damage where it is not practical to obtain Client's prior approval, Client shall reimburse such Expenses invoiced by Xebia for which mutual agreement between the Parties will not apply. All adjustments (if any) agreed by both Parties shall reflect in a separate invoice issued by Xebia.

5. Payment

5.1. Unless agreed otherwise in the applicable SoW, Client shall pay invoiced amounts within 30 days of receiving Xebia's invoice. If an invoice is not paid within the payment term, Client will be in default without a demand or notice of default being required. Any delay in payment shall attract a late payment fee of 1,5% per month on the overdue amounts. In the event of default, all costs, such as administration costs, judicial and extrajudicial costs, including the

costs for a bankruptcy application, will be borne by Client. The extrajudicial collection costs are due at the time that Xebia has handed over the claim for collection and amounts to at least 15% of the unpaid amount, with a minimum of EUR/USD (as applicable) 250.00.

5.2. If any sum payable under the Agreement is not paid by the due date or there is otherwise reasonable doubt about the payment capacity of Client or if Client fails to comply with the Agreement, then (without prejudice to Xebia's other rights and remedies) Xebia may, by giving written notice, suspend the Services until the date on which payment is received or until the Client has provided (additional) security for the claims and payment of the Services to be provided, except in the case of a genuine dispute being handled under Clause 16 and 17 in connection with the unpaid sum. When Services have been suspended and payment is received from Client, Xebia and Client shall subsequently agree a date to recommence the Services.

5.3. Payments shall be made to such bank account and through such payment mode including without limitation electronic or wire transfer as may be agreed in the SoW or specified by Xebia from time to time on the invoice.

6. Performance

6.1. Xebia has a commercially reasonable efforts obligation to deliver the Services and/or Materials and where appropriate, in accordance with generally accepted industry standards. Only when Xebia is expected to deliver a certain result with or without specified means as part of the Services, the same must be agreed and described with sufficient determinability in an applicable SoW.

6.2. The Client will provide Xebia and its employees with access to all locations, systems, environments, Client personnel, hardware, and software as necessary to properly perform the Services.

6.3. During performance of the Services, the Parties will continue to provide each other with information, data, material, content, and/or documentation that may reasonably affect the duration, quality, price and/or scope of the Services.

6.4. The Parties acknowledge that success of the Services to be carried out by Xebia depends on proper and timely mutual cooperation between the Parties involved. Client shall always provide all reasonable cooperation, data or information necessary for Xebia to enable the proper execution of the Services in a timely manner in order to enable the proper execution of the Services. Client guarantees the accuracy and completeness of the data, information, designs and specifications provided by it to Xebia. Prior to the execution of Services, Client shall have provided Xebia with all necessary information.

6.5. The Client hereby accepts that the time schedule allocated for the performance of the Services may be subject to change in case of amendment to the Services and/or the Services to be provided thereunder after conclusion of the Services.

6.6. Where applicable, the Client guarantees that Xebia's employees deployed at Client's premises shall at all times work under safe conditions, in accordance with the relevant occupational health and safety regulations and gender based workplace regulations as well as environmental rules, and Client shall indemnify Xebia against all losses, expenses or damages arising from or relating to this guarantee by the Client.

6.7. Client permits Xebia to identify itself before any third party as a reseller, distributor, supplier, and/or service provider to the Client when supplying or using such third party's products/services within the Agreement. This allows Xebia to link identifier of the respective Party to the third party's products/services supplied/in use for the Client, to achieve recognition on the revenue attribution that is needed for any partnerships with such third party.

7. Intellectual Property Rights

7.1. Each party retains all rights to its own IPR, including any that arise in connection with the Services or Materials. No rights are granted to Client other than the limited license specified in this Clause, unless explicitly agreed otherwise in writing.

7.2. Upon timely payment of all applicable Fees, Client receives a non-exclusive, non-transferable, non-sublicensable license to use the Materials during the term of the Agreement, solely for internal business purposes. Commercial use, redistribution or sublicensing is only allowed with Xebia's prior written consent. Software is provided in machine-readable form only, unless otherwise agreed.

7.3. Xebia may include in the Materials elements developed by third parties (e.g. open source software, AI-generated output, or third-party services). These may be subject to separate license terms, which shall prevail over the Agreement in case of conflict. Xebia will indicate such elements where applicable, and Client accepts the terms of use governing these third-party components.

7.4. Any New IPR arising from Professional Services may only be transferred to Client if expressly identified in writing in a SoW and



subject to full payment of all applicable Fees. Such IPR shall be transferred "as is," without warranties. All Existing Xebia IPR and third-party IPR shall remain with their respective owners and are never transferred, regardless of their incorporation into the Materials.

7.5. Xebia may use generative artificial intelligence ("AI") tools to support the creation of Materials. Xebia shall take commercially reasonable steps to avoid third-party IPR infringement, including review of AI output, use of available filters, and alignment with relevant coding and security standards.

7.6. Xebia may implement technical measures to enforce usage limitations or license restrictions. Client shall not remove or circumvent these protections or facilitate such actions.

7.7. To the best of Xebia's knowledge, Xebia IPR does not infringe any third-party rights. If a third-party claim arises, Client shall notify Xebia in writing within ten (10) days of becoming aware of the claim. Xebia will, at its discretion and expense, handle the claim and indemnify Client provided that (i) the claim concerns direct infringement of IPR enforceable in the country of delivery, and (ii) Client grants Xebia full control of the defense and provides reasonable cooperation. In cases involving Client-owned generative AI licenses, Client shall first pursue remedies with the AI provider before seeking indemnity from Xebia.

7.8. If an infringement claim arises or is likely, Xebia may, at its sole discretion and expense: (a) obtain continued usage rights for Client, (b) replace or modify the affected Materials, or (c) terminate the Agreement and refund pro-rated Fees attributable to the affected portion of the Services.

7.9. Xebia shall not be liable for claims resulting from (i) use of the Materials with non-Xebia components, (ii) unauthorized modifications, (iii) failure to implement updates, or (iv) use (age) not in accordance with documentation or specifications.

7.10. Client shall not use the Materials in violation of applicable laws or in a manner that infringes third-party rights.

7.11. Client warrants that any materials it provides to Xebia for use in the Services (including software, data, documentation, and tools) do not infringe third-party rights and that all necessary rights and permissions have been obtained. Client shall indemnify Xebia from any related claims, under conditions similar to those described in Clause 7.7.

7.12. The indemnifying party shall not settle any third-party claim without the prior written consent of the indemnified party, unless such settlement provides a full and final release.

7.13. Any confidential information included in the Materials (whether from Xebia, the Client, or third parties) shall remain subject to the confidentiality terms in Clause 9. Client may not remove or alter any confidentiality notices, IPR markings, or trademark references included in the Materials.

8. Employees

8.1. Unless stated otherwise by law, Xebia's employees always remain under the management and supervision of Xebia.

8.2. Xebia will ensure that Xebia employees appointed to perform the Services possess the qualifications, knowledge and expertise needed to properly perform the Services. Each Party will be, and act as, an independent contractor and not as an agent or partner of, or joint venture with, the other Party for any purpose related to the Services or any other work. Neither party is authorized to contract for or bind the other Party in any manner whatsoever.

8.3. During performance of the Services, Xebia may, where applicable and in good faith consultation with the Client, replace Xebia employees with equally or better qualified employees.

8.4. Xebia may engage and/or subcontract certain (part of) the Services (to be) provided under these Terms by one or more third parties having specific expertise as elected by it for which Xebia will notify the Client (such notification is not required in relation to provision of the Services by Subcontractors as defined above). However, Xebia will remain responsible and liable towards the Client for the performance of those Subcontractors.

8.5. Xebia shall have these Subcontractors enter into confidentiality obligations similar to the confidentiality obligations applicable to Xebia. If requested by the Client, Xebia shall identify these Subcontractors, specifying in each case their specific expertise.

9. Confidentiality

9.1. The Parties agree to maintain each other's Confidential Information secret and treat it in the same manner as it treats its own Confidential Information (but always with a reasonable degree of care). The Parties will not share each other's Confidential Information with third parties without the prior written consent of the other Party. The Parties may agree on additional confidentiality terms if desired. Each Party can disclose the information to its Affiliates and with that

of their employees, Subcontractors and/or auditors on a need to know and confidential basis and in response to a notice or order from a legally competent authority.

9.2. Notwithstanding the foregoing, the provisions of this Section shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the receiving Party; (iii) is rightfully communicated to the receiving Party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the receiving Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the receiving Party; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the limited extent required (a) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order or law shall first have given written notice to the other Party and shall have made a reasonable effort, at the request and expense of the other Party, to obtain a protective order; or (b) to establish the Party's rights under these Terms, including to make such court filings as it may be required to do. Xebia remains entitled to use the knowledge, expertise and know how it gained from performance of the Services and apply it with third parties.

10. Warranties

10.1. EXCEPT AS EXPRESSLY WARRANTED IN THESE TERMS, MATERIALS, THE SERVICES, AND ANY OTHER MATERIAL, SOFTWARE, AND/OR DATA PROVIDED BY XEBIA, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND XEBIA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. XEBIA DOES NOT WARRANT THAT MATERIALS OR SERVICES AND ANY OTHER MATERIAL, SOFTWARE, AND/OR DATA PROVIDED UNDER THESE TERMS WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

11. Liability

11.1. EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY WHATSOEVER, IS LIMITED TO THE LOWER OF (A) DIRECT DAMAGES UP TO A MAXIMUM OF EUR 100,000 WHERE XEBIA ENTITY IS DOMICILED IN EUROPE AND USD 100,000 WHERE XEBIA ENTITY IS DOMICILED OUTSIDE EUROPE OR (B) THE AMOUNT PAID OR PAYABLE BY CLIENT FOR THE RESPECTIVE SOW DURING A 6 (SIX) MONTHS' PERIOD IMMEDIATELY PRECEDING THE DATE WHEN SUCH CLAIM AROSE. NO PARTY IS LIABLE FOR ANY INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, LOSS OF BUSINESS, COSTS OF DELAY, FAILURE OF DELIVERY, LOST SAVINGS, LOST REVENUES, LOST PROFITS, OR LOSS OF GOODWILL, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND.

11.2. THE LIMITATIONS OF LIABILITY SET OUT HEREIN DO NOT APPLY FOR PAYMENT OBLIGATIONS OF CLIENT AND IN CASE OF A PARTY'S INTENTIONAL OR GROSS NEGLIGENCE OR ANY OTHER TERMS HEREOF FOR WHICH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW.

12. Personal Data

If performing the Services requires Xebia to process personal data, the following will apply:

- a) Xebia shall maintain adequate technical and organizational measures to protect such personal data against loss or wrongful processing in accordance with Xebia's Privacy Policy (<https://xebia.com/privacy-statement/>) which will apply to such personal data.
- b) In the context of these Terms, Xebia as well as the Client shall, at their own respective expense, ensure that they comply with and assist the other Party to comply with the requirements of all applicable legislations as well as regulatory requirements in force from time to time relating to the use of personal data, including but not limited to:
 - (i) the General Data Protection Regulation ((EU) 2016/679);
 - (ii) all applicable privacy laws existing within the jurisdiction of the Republic of India;
 - (iii) all applicable privacy laws existing within the jurisdiction of

- the United States of America, and/or;
- (iv) all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance, in force from time to time and applicable to Xebia, Client, the supply of the Services and Xebia's use thereof ("**Data Protection Laws**"), as applicable.

This Section 12 is in addition to, and does not reduce, remove or replace, a Party's obligations arising from such requirements.

- c) In the event personal data in the meaning of the Data Protection Laws are being processed or transferred, this will always be governed by the Data Protection Laws and the parties will in such case agree on the details of processing in the SoW and/or agree to enter into a separate data processing agreement and as the case may be a transfer agreement based on the EU model clauses, which shall be deemed to form part of the Agreement.

13. Term and Termination

13.1. Unless agreed otherwise, these Terms shall apply per the Effective Date and shall apply to a SoW for the Term specified therein and shall continue in respect of a SoW until such SoW is terminated or expires. The Parties may agree in writing to a renewal of the SoW. An automatic renewal of a SoW does not apply.

13.2. In case these Terms are signed between the Parties on a standalone basis in writing/electronically, these Terms shall remain in effect for the purpose of other current and prospective SoWs, unless specifically terminated in accordance with the conditions applicable to termination of the Agreement.

13.3. A Party may terminate the Agreement immediately with written notice if the other Party (a) breaches its obligations under the Agreement (including without limitation Client's payment obligations) and fails to substantially cure such breach within 30 days of receiving notice thereto; (b) requests or is granted a moratorium of payment; and/or (c) if a petition for bankruptcy or insolvency is filed and not withdrawn within 30 days, or a Party is being declared bankrupt or insolvent.

13.4. Upon termination the removal or destruction of either Party's Confidential Information will be done in accordance with requesting Party's instructions and upon that Party's expense (if any), subject to retention requirements necessary to substantiate compliance under the Agreement and applicable law.

13.5. The termination or expiration of a SoW shall not impact the validity of any other SoW. Termination or expiration of the Agreement does not release the Parties from those obligations which, by their nature, are intended to remain in effect, including provisions with respect to payment of Fees, intellectual property, payment of taxes, liabilities, applicable law & jurisdiction and dispute resolution which will remain in effect in perpetuity, while terms related to personal data, confidentiality, and indemnity will remain in effect for a period of 5 (five) years after the expiry or earlier termination of the Agreement, unless a longer duration is specified under applicable law in which case such longer duration shall apply.

14. Non-Solicitation

14.1. During the term of the Agreement and for a term of twelve (12) months after its expiration or termination, neither Party shall (directly or indirectly) solicit, hire, or entice away (or seek or attempt to solicit, hire or entice away) from the employment of the other Party and/or any of its Affiliates any personnel employed by the other Party in the provision of the Services (or who has been so employed in the preceding six (6) months by the other Party) with whom that Party comes into contact as a result of the relationship created by the Agreement without the prior written consent of the other Party.

14.2. Parties acknowledge that the prohibition and restriction contained in this Section are reasonable in the circumstances and necessary to protect the business of Parties.

15. Force Majeure

15.1. Force Majeure ("Force Majeure") means an event preventing a Party performing any of its obligations stemming from these Terms, which is beyond their control and occurring without their fault or negligence, which could not have been reasonably foreseen or prevented by reasonable precautions, such as, but not limited to, acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; strikes or labour troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; abrupt inflation; epidemic or pandemic or quarantine restrictions; lockdowns, curfews or movement prohibitions; cyber security attacks like DDoS (distributed denial of service), advance persistent threat (APT), and ransomware; and other similar events, or any event

referred to above preventing a Subcontractor from performing its obligations under a subcontract.

15.2. Upon the occurrence of a Force Majeure, the Parties and/or their Subcontractors shall be excused from their obligations and their rights hereunder shall be stalled during the continuation of such Force Majeure and the time for completing that portion of their rights and obligations which have been delayed shall be extended by a period equivalent to the delay so caused.

15.3. If the period of Force Majeure continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 30 days, either Party may terminate this Agreement upon mutual written consent, not to be unreasonably withheld.

15.4. Nothing contained in this Section shall apply to Parties' payment obligations hereunder.

16. Applicable law & Jurisdiction

16.1. These Terms and all other agreements in relation thereto between the Parties are governed by the laws of the state or country set forth below, based upon Xebia's entity location without giving effect to its conflict of law principles and excluding the U.N. Convention on Contracts for the International Sale of Goods. Any suit or proceeding relating to these Terms shall be brought exclusively before the court/tribunal/arbitrator of competent jurisdiction in the applicable jurisdiction set forth below, unless different law system and/or jurisdiction is agreed in an SoW.

16.2. **For all Xebia based entities in Europe and the European Union**, Dutch law. All disputes arising from or relating to these Terms or any agreement in relation thereto between the Parties will be brought before the competent court of the city of Amsterdam, The Netherlands.

16.3. **For all Xebia based entities in United Kingdom and Poland**, English law. All disputes arising from or relating to these Terms or any agreement in relation thereto between the Parties will be brought before the competent court of the city of London, England.

16.4. **For all Xebia entities based in countries specified in the applicable Schedule (if any) included in these Terms, terms specified in such Schedule will apply.**

16.5. **For Xebia USA Inc. and Rest of World**, Delaware law. All disputes arising from or relating to these Terms or any agreement between the Parties will be brought before the federal or state courts located in Wilmington, New Castle County, Delaware, The United States.

16.6. Any disputes arising in countries not recognizing or not executing court verdicts from the jurisdiction Xebia sets forth in this Applicable Law & Jurisdiction Section shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). Such disputes or claims shall be settled by simplified arbitration arranged by ICC in accordance with the rules of arbitration procedure adopted by ICC and in force at the time when such proceedings are commenced. Arbitration shall be conducted before the ICC office in the jurisdiction where the contracting Xebia entity executing the SoW is registered before a sole arbitrator appointed in accordance with the ICC Rules. Arbitral proceedings shall be conducted in English. The award rendered thereon by the arbitrator shall be final and binding on the Parties thereto and judgement thereon shall be confidential and may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either Party from applying to a court of competent jurisdiction for equitable or injunctive relief. Client may only resolve disputes with Xebia on an individual basis and Client agrees not to bring or participate in any class, consolidated, or representative action against Xebia or any of Xebia's employees or Affiliates. The Parties hereby expressly waive the right to have any dispute or other matters arising here from adjudicated by way of jury trial.

17. Dispute Resolution

17.1. Promptly following a written notice of dispute from one Party to the other regarding a dispute that arises pursuant to these Terms, management of both Parties will meet with each other and endeavor in good faith to resolve the dispute. If management cannot resolve the dispute, informally within a reasonable time not exceeding 2 months from the date the informal process is requested by notice in writing, the dispute will be escalated to executive management for a further good faith effort at resolving the dispute. If the Parties fail to settle the dispute via the escalation procedure described above, the Parties will investigate the possibilities of submitting the dispute to mediation before starting litigation. Any litigation will be as set forth in the Section 'Applicable Law & Jurisdiction' of these Terms.

18. Agreement

18.1. These Terms shall be deemed effective and binding upon the Parties when referenced by hyperlink or enclosed with a



Statement of Work (SoW) executed by both Parties, without requiring any physical, electronic, or digital signature of these Terms themselves. Alternatively, if mutually agreed, these Terms may be executed separately by means of wet-ink or electronic signature. These Terms may be executed in counterparts, each of which shall be deemed an original for all purposes, including judicial proof, and all of which together shall constitute one and the same agreement.

18.2. In case of any conflict between the Terms, and SoWs, the order of precedence shall be (a) SoW, and (b) Terms, wherein (a) will prevail over (b).

19. Other

19.1. **Assignment.** Neither Party shall assign the Agreement or any part thereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Xebia may, however, without such consent, assign its rights and/or obligations under these Terms to an Affiliate or successor pursuant to a merger, demerger, spin-off, amalgamation, or similar corporate restructuring exercise. No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party has under the Agreement. Any assignment shall be contingent upon the assignee assuming in writing all of the obligations of its assignor under this Agreement.

19.2. **Survival.** These Terms by their nature are intended to survive termination or expiration of the Agreement such as but not limited to terms related to payment of Fees, committed usage, indemnity, liability shall so survive.

19.3. **Severability.** In case any provision in these Terms shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining terms shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability. The Parties shall attempt to give maximum effect to such provision and replace such provision with an alternative provision having similar effect.

19.4. **Entire Agreement.** These Terms and the instruments referenced herein contain the entire understanding of the Parties with respect to the matters covered except as specifically set forth herein, neither Xebia nor the Client makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of these Terms may be waived or amended other than by an instrument in writing signed by both Parties.

19.5. **Exclusivity.** It is understood by the Parties that the Agreement is not exclusive. Nothing in the Agreement shall prevent either Party from providing to/availing from, a third party or otherwise dealing in the same or similar or competitive Services or Materials as those provided to the Client pursuant to the Agreement (irrespective of their similarity to the Materials provided hereunder). Parties agree that, subject to the terms of the Agreement, each Party shall have the right to retain a copy of Materials for its records.

19.6. **Attorney fees.** In a dispute arising out of or related to these Terms, the prevailing Party shall have the right to collect from the other Party its reasonable attorney fees and costs and necessary expenditures.

19.7. **Waiver.** The waiver of a breach of any provision of these Terms will not operate or be interpreted as a waiver of any other or subsequent breach.

19.8. **Further assistance.** Each Party agrees to perform such further acts and execute such further documents as are necessary to effectuate the purpose hereof and/or as may be reasonably required by other Party to comply with applicable law.

Section A: (IT) Consultancy Services

20. Nature of Services

20.1. Services in this section mean **(IT) Consultancy Services**, which mean consulting services provided by Xebia, in a specified information technology domain as a consultant, that are of an intellectual, research, technical or advisory nature in accordance with the terms of the SoW.

20.2. For The provisions of Clause 3, and in particular Clause 3.6, apply to any Fees payable by the Client in relation to the Services described in this Section.

20.3. Xebia may staff additional Xebia experts (e.g., back-up engineers shadowing the work of engineers performing the Services) provided that Client shall only be charged, on a T&M basis, for the number of Xebia experts agreed upon by the Parties in the SoW.

Section B: Staff Augmentation Services

21. Nature of Services

21.1. Services in this section mean **Staff Augmentation Services**, which mean professional services relating to information technology to be rendered by Xebia to Client, including providing the Materials as described in the SoW.

21.2. **"Staff Augmentation"** refers to the delivery model wherein Staff Augmentation Services are rendered through ensuring availability of Xebia experts for augmenting Client's internal information technology team on a temporary basis, to carry out information technology related tasks required by the Client (as outlined in the SoW).

21.3. For The provisions of Clause 3, and in particular Clause 3.6, apply to any Fees payable by the Client in relation to the Services described in this Section.

Section C: Application Development

22. Nature of Services

22.1. This Section applies where the SoW specifies that the Services to be performed relate to **Application Development**.

22.2. **Application Development (Services)** refer to the design, development, and delivery of software applications for the Client's internal business use. These Services may include one or more of the following: Discovery, Design, Development, Testing, and Acceptance phases.

22.3. For The provisions of Clause 3, and in particular Clause 3.6, apply to any Fees payable by the Client in relation to the Services described in this Section.

22.4. Unless explicitly agreed otherwise in the SoW, all IPR will be governed by Clause 7. Any transfer of New IPR is valid only if identified as such in the SoW and is subject to full payment of all applicable Fees.

23. Definitions

For the purpose of this Section:

- **Application** means the software application(s) developed by Xebia under the SoW, including source code, documentation, data files, DevOps pipelines, and other Deliverables.
- **User Stories** mean functional and non-functional requirements, assumptions, and dependencies as described in the SoW or backlog.
- **Acceptance Criteria** mean the conditions under which a User Story or Application is considered complete and acceptable.
- **Sprint** means a fixed development iteration cycle, during which specific User Stories are implemented.
- **Product Increment** means a build of the Application produced at the end of a Sprint.
- **UAT** means User Acceptance Testing conducted by Client to validate that the Deliverables meet the Acceptance Criteria.
- **Client Materials** mean all content, code, documents, and other materials provided by or on behalf of the Client.
- **Defect** means a material failure to meet the Acceptance Criteria.

24. Project Structure and Delivery

24.1. Phased Approach

Unless otherwise agreed in the SoW, the following phases may apply:

- **Discovery Phase:** High-level scoping and technical/functional alignment. Any changes to scope, effort, or timeline discovered in this phase will be processed via the Change Control Procedure (see Section 34).
- **Design Phase:** Creation of UX/UI designs, technical architecture, wireframes, and functional specifications based on User Stories. Xebia will submit Deliverables for review and include up to two (2) rounds of revisions at no additional charge. Further iterations may be charged separately.
- **Development Phase:** Agile-based development in Sprints. At the end of each Sprint, Xebia shall provide a Product Increment for feedback.
- **Testing and Acceptance Phase:** Xebia conducts internal testing and notifies Client of readiness for UAT. Client has five (5) workdays to perform UAT. If no feedback is received, the Deliverable will be deemed accepted.

24.2. Acceptance

For each Product Increment and the final Application, Client may request up to two (2) rounds of revisions within the UAT window. Additional iterations will be subject to additional charges.

Final acceptance is deemed to occur if no feedback is provided within five (5) workdays after final delivery.

24.3. Delivery Models

Application Development Services may be delivered under one of the following models, as specified in the SoW:

- **Fixed Price:** Services are performed for a fixed fee based on the scope defined in the SoW. Only functionality defined in the agreed User Stories is included.
- **Time & Materials (T&M):** Services are billed based on actual hours worked at agreed hourly rates. Where applicable, the SoW may include a budget cap or hourly limit, which Xebia will not exceed without prior written approval from the Client.

25. Client Responsibilities

Client shall:

- Provide all Client Materials, feedback, access, and approvals required for Xebia to deliver the Services.
- Review and confirm User Stories and Acceptance Criteria.
- Actively participate in Sprint reviews, UAT, and prioritization sessions.
- Notify Xebia of any constraints or third-party dependencies relevant to the Services.
- Ensure timely provisioning of third-party tools, APIs, credentials, and accounts as needed for Application functionality.

Xebia is not liable for delays caused by Client's failure to fulfill the above obligations. Delays exceeding five (5) calendar days may entitle Xebia to suspend Services or reallocate its experts, at Client's cost.

26. Change Control

Either Party may propose a change to the scope, timeline, budget, or nature of the Application Development Services (a "**Change Request**" or "**CR**"). Upon receiving a CR, Xebia will assess the impact and submit a written change proposal ("**Change Proposal**") including:

- Description and reason for the Change;
- Impact on scope, budget, delivery timeline, and any related milestones;
- Updated Fee model (e.g., Fixed or T&M);
- Expiry date of the Change Proposal;
- Signature fields for both Parties.

Client shall review a Change Proposal within five (5) workdays, or such period as agreed, and either approve, reject, or propose modifications. The Change shall only become effective once both Parties have signed a written amendment ("**Change Amendment**").

Where a CR affects ongoing or completed User Stories, the Parties will align on the revised estimate and delivery. Xebia shall use reasonable efforts to minimize delays and costs, and shall continue delivery under the original scope until the Change Amendment is formalized unless instructed otherwise by Client in writing.

Section D: Training Services

27. Training Services

27.1. Services in this section mean **Training Services**, which mean facilitation of Training by Xebia to **Participants**. A **Training** means a training course and session offered by Xebia under the (specifics of the) SoW. A **Participant** is the person(s) nominated by Client for undergoing the Training on its behalf.

27.2. Xebia will deliver Training for the duration of the SoW during regular office hours (from Monday to Friday) in the country where the Services are being performed, excluding generally recognized holidays. Xebia supports hybrid working arrangements with the possibility to provide the Training virtually.

27.3. If Training is delivered at Client's premises, Xebia shall conform to Client's policies and house rules applicable to such premises.

27.4. Client confirms that it is entering into the SoW in exercise of a profession or business.

27.5. All ownership rights, title, industrial and intellectual property rights in the Training Materials remain the sole and exclusive property of Xebia and its licensors. The Client acknowledges that Training Materials shall not be treated as New IPR. Each Participant receives the non-sublicensable, non-exclusive, non-transferrable right to use the Training Materials for its own personal non-commercial development purposes. Participants may not make public, copy, duplicate, or otherwise reproduce any Training Materials. Participants may not make audio and/or video recordings of a Training. Client will indemnify Xebia from all claims and damages based on or related to a breach by Client and/or Participants of any provision of this clause.

27.6. If and to the extent that Services provided under the SoW qualify as training or educational services that fall under the scope of VAT exemption pursuant to Dutch law and the CRKBO (Centraal Register Kort Beroepsonderwijs), the Parties acknowledge that such Services may be invoiced without VAT. In such cases, Xebia Academy B.V., a CRKBO-registered institution, shall be the contracting party for those Services, and this will be explicitly specified in the applicable SoW. Unless explicitly agreed otherwise in the SoW, all Services shall be deemed subject to VAT.

28. Fees and payment

28.1. Fees include the costs of the relevant Training materials, use of relevant tools, and if specified in the SoW, the Training room, coffee, tea, and lunch (if applicable) also.

28.2. "**Training Materials**" means equipment, programming, Materials and/or documentation included or used in and to the Training, as well as made available by Xebia in relation to the Training.

28.3. Unless advance payment is agreed, Fees will be invoiced by Xebia on or after Training start date. In case of advance payment, Xebia reserves the right to deny Participants access to the Training if the applicable Fees have not been paid in accordance with the terms of the SoW.

29. Rescheduleing and cancellation

29.1. Client may reschedule a (specific) Training once and only up to a month in advance before the agreed Training start date. In any event, the rescheduling must take place within one year after the Effective Date of the SoW and is Client's responsibility. If Client does not reschedule in time, Client is still obliged to pay the applicable Fees.

29.2. If Client cancels a Training less than one month before the Training Start Date, the following cancellation fees apply:

Cancellation timing	Cancellation fees
Less than one month, more than three weeks up to the Training start date	25% of the applicable Fees
Less than three weeks, more than two weeks up to the Training start date	50% of the applicable Fees
Less than two weeks, more than 1 week up to the Training start date	75% of the applicable Fees
Less than one week before the Training start date	100% of the applicable Fees

33.2. Xebia may interrupt, reschedule, and/or cancel a Training at any time due to events beyond its reasonable control such as, but not limited to, a shortage or excess of Participants, or the unavailability of Xebia Trainer. In this event, Xebia will notify Client as soon as possible. After receiving such notification, and only when Xebia has provided a new Training start date, Client has 2 weeks to either (i) opt for a different Training start date or (ii) cancel the Training. If Client fails to do so (in time), Client is still obliged to pay the applicable Fees.

Section E: Cloud/Managed Services



30. Nature of Services

30.1. Services in this section mean **Cloud Managed Services**, which mean the management of the cloud infrastructure on behalf of Client. The Services are more fully described in the service description attached as an annex to the SoW, which also specifies the applicable service level agreement ("SLA"), if and to the extent applicable. Xebia performs these Services under a monthly retainer basis, unless otherwise agreed in the SoW.

31. Client responsibilities

Client shall:

- Promptly provide all necessary access to infrastructure, hardware, software, personnel, and other resources needed for Xebia to perform the Services.
- At its own expense, procure all required software licenses and encryption certificates (excluding infrastructure monitoring, patch management, and ITSM tool agent licenses provided by Xebia).
- Cover any additional hours of premium cloud provider support beyond those specified in the SoW.
- Define standard deployment configurations and assist in creating runbooks and standard operating procedures.
- Procure and share vendor support and related SLAs needed for Service delivery, understanding that Xebia is not liable for delays due to inadequate vendor support or missing credentials.
- Timely review status reports, provide feedback, and fully cooperate to ensure successful service delivery.
- Acknowledge that delays in providing necessary information may impact timelines, and failure to raise concerns promptly will be deemed acceptance of the Services.

Section F: Penetration Testing Services

32. Nature of Services

32.1. Services in this section mean **Penetration Testing Services**, which mean penetration testing services offered by Xebia wherein Xebia will conduct the Pen-test to test security of the "**Target**" (meaning one or more computer systems, network, network devices, infrastructure, and/or applications).

32.2. A "**Pen-test**" means a test that will attempt to remotely identify security vulnerabilities and/or software configuration errors on the Target.

33. Pen-testing

33.1. By signing the SoW, Client gives Xebia explicit and unconditional consent to perform a Pen-test on the Target, as agreed and/or further described in the SoW. This includes all necessary activities, excluding denial-of-service attacks, and covers any actions required to test or extract data within the scope of the Pen-test.

33.2. Client warrants having the legal right to subject the Target to the Pen-test. If not the owner, Client must obtain written consent, indemnification, and waiver from the legal owner, aligned with this Section. Client shall ensure Xebia receives this before the Pen-test begins and confirms no internal or regulatory restrictions apply to performing the Pen-test.

33.3. At Client's request, Xebia shall provide a report regarding the Pen-test performed.

33.4. With prior Client consent, Xebia may use and publish the Pen-test and Client's name in a case study. An anonymized case study may be used without consent.

33.5. Client indemnifies Xebia against all claims or damages arising from the Pen-test or any breach of this Section, except in cases of Xebia's gross negligence or willful misconduct. This indemnity is unlimited and overrides any liability caps agreed between parties.

33.6. Client acknowledges that a Pen-test does not guarantee the Target's security, which remains the Client's full responsibility. Xebia is not liable for any data loss or damage resulting from the Pen-test, and Client waives all related claims in advance.

Section G: Software Resale Services

34. Scope

This Section applies where the SoW specifies that the Services to be performed relate to **Software Resale**. Software Resale Services refer

to the procurement and resale by Xebia of third-party software licenses (the "**Licenses**") to Client, as further detailed in the applicable SoW/Order Form.

Software means any third-party software products or cloud-based tools, including related updates, upgrades, support, and documentation, made available to the Client by Xebia under a resale arrangement with the applicable software provider.

35. Delivery and Use

Xebia will deliver the Licenses to the Client by electronic transmission, download, or another method approved by the respective software provider (the "**Provider**"). The Client's use of the Licenses is governed by the applicable end-user license agreement (**EULA**) of the Provider, which the Client accepts by signing the SoW/Order Form.

36. Limitations and Indemnities

Xebia is not the publisher or developer of the Software. All warranties, indemnities, and rights relating to the Licenses are governed solely by the applicable Provider EULA. The Client shall hold Xebia harmless for any claims arising from the Client's breach of the EULA.

37. Renewal and Payment

If a Provider's EULA contains automatic renewal clauses, the Client must notify Xebia in writing at least thirty (30) days before the Provider's required notice period to avoid renewal. Fees for Licenses are due upon signing the SoW/Order Form. All amounts are exclusive of applicable taxes.

38. Liability and Charges

Xebia disclaims any liability for the Software's functionality, fitness for purpose, or any Provider platform charges incurred due to Client's usage of the Provider's platform. The Client is solely responsible for any such usage, regardless of which of its representatives initiated the usage or changes in the environment. All charges are non-cancellable and must be paid in full.

Section H: Solutions Services

39. Scope

This Section applies where the SoW/Order Form specifies that the Services to be performed relate to the provision of a Solution. A "**Solution**" refers to a set of pre-configured source files and templates developed by Xebia and licensed to the Client for deployment in the Client's cloud infrastructure. The Solution may be modified for Client's internal use.

40. License and restrictions

Subject to timely payment of Fees, Xebia grants the Client a non-exclusive, non-transferable license to use the Solution within the agreed Territory and for the stated Purpose. The license is perpetual unless terminated as per the Terms. Client may modify and integrate the Solution internally but may not sublicense, reverse-engineer, or use the Solution for third parties without prior written approval from Xebia.

41. Ownership and Intellectual Property

The Solution is Xebia Existing IPR and all rights remain with Xebia. Client obtains ownership rights only to the Modifications made for or by the Client. Where ownership transfer is not possible, Xebia grants a broad, irrevocable license to use the Modifications for internal business purposes. Xebia retains the right to reuse generic elements of the Solution.

42. Warranty and Support

Xebia warrants that the Solution will materially conform to its specifications for a period of ninety (90) days from delivery. This limited warranty excludes fitness for purpose, uninterrupted use, or compatibility with third-party software or systems. Client is responsible for backups, anti-virus protection, and data integrity.

43. Open Source components

The Solution may include open-source components governed by



their own licenses. Client must comply with such terms independently. Xebia is not responsible for supporting open-source components beyond what is explicitly agreed.

44. Termination

Xebia may terminate the license with thirty (30) days' notice in case of change of control, material breach not remedied within thirty (30) days, or Client bankruptcy. Upon termination, Client must cease use and return or delete all copies of the Solution. Licensing terms regarding Solution and Modifications survive termination.

Schedule

This Schedule shall be deemed to be an integral part of **Section 16** of the Terms.

For all Xebia entities based in countries of Asia-Pacific and Middle-East regions specified below. All disputes arising from or relating to these Terms or any agreement in relation thereto between the Parties will subject to such governing laws and be finally settled by institutional arbitration of such arbitration centre in accordance with rules thereof as are tabled below. The Parties agree that, where available, any arbitration commenced pursuant to this Section shall be conducted in accordance with the Expedited procedure set out in respective arbitration rules. The arbitral proceedings shall be conducted in the respective city of Venue and Seat in English language. A sole arbitrator appointed with mutual consent of the Parties shall preside over the arbitration proceedings, failing which a sole arbitrator shall be appointed in accordance with applicable rules of arbitration. Award passed by the arbitrator shall be final and binding upon the Parties.

Country of Xebia entity	Institution	Governing Law	Venue and Seat
India	Delhi International Arbitration Centre	Indian	New Delhi, India
Vietnam	Vietnam International Arbitration Centre	Vietnamese	Ho Chi Minh City, Vietnam
Singapore	Singapore International Arbitration Centre	Singapore	Singapore
Australia	Australian Centre for International Commercial Arbitration	Victoria, Australia	Melbourne, Victoria, Australia
UAE	Dubai International Arbitration Centre	Dubai, UAE	Dubai, UAE
Kingdom of Saudi Arabia	Saudi Centre for Commercial Arbitration	Saudi Arabia	Riyadh, Saudi Arabia