

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Settlement Agreement"), dated as of July 26, 2016, is entered into by and between the County of Orange, a political subdivision of the State of California (the "County"), on the one hand, and Tata Consultancy Services Ltd., an Indian corporation ("TCS"), and Tata America International Corporation, a New York corporation ("Tata America"), on the other hand (together, "Tata"). The County and Tata are collectively referred to herein as the "Parties."

RECITALS

A. Tata America and the County signed a "Contract for Professional Services for the Development and Implementation of Property Tax Management System (PTMS)," effective July 15, 2008, which was subsequently amended three times, on May 19, 2009, June 29, 2010 and June 21, 2011 (the "Contract").

B. Disputes arose between the Parties relating to the Contract, performance of the Parties' respective obligations under the Contract, and the events leading up to the execution of the Contract and each of the amendments thereof.

C. On April 30, 2013, the County filed a Complaint against TCS and Tata America in the United States District Court for the Central District of California – Southern Division (the "Court"), Case No. SACV13-683 JLS (JCx), and thereafter filed a First Amended Complaint on June 4, 2013 and a Second Amended Complaint on April 1, 2015. On November 15, 2013 Tata America filed a Counterclaim against the County, and thereafter filed a First Amended Counterclaim on April 27, 2015 and a Second Amended Counterclaim on July 14, 2015. The Parties' respective pleadings (including their amended pleadings), and all allegations, claims, and defenses set forth therein, are referred to collectively herein as the "Lawsuit."

D. The Parties intend by this Settlement Agreement to settle and resolve all claims and disputes between them, including, but not limited to, all disputes with regard to the Contract and its amendments and the Lawsuit, all without admission of liability by any of the Parties, and for the purpose of avoiding continuing expenditure of time and money.

AGREEMENT

NOW, THEREFORE, in consideration of entering into and performing the mutual covenants and promises set forth herein, and for other good and valuable consideration to be paid or performed, the Parties, intending to be legally bound, hereby agree as follows:

1. **SETTLEMENT PAYMENT.** Tata shall pay the sum of twenty-six million dollars (\$26,000,000.00) to the County (the "Settlement Amount") in full and final settlement of all claims arising out of or under or in connection with the Contract which were, or could have been, asserted against Tata by the County, whether alleged in the Lawsuit or not. The Settlement

Amount shall be paid by wire transfer to the County, pursuant to instructions that have been or will be provided to Tata by the County within fifteen days of the Effective Date of this Agreement.

2. TERMINATION OF AGREEMENT. The Parties further confirm and agree that the Contract has been terminated and, except as provided in the following sentence, shall have no further force or effect. All obligations, including any warranties contained in the Contract, are extinguished, provided, however, that the provisions of Articles 29, 30 and 34 of the Contract shall remain in full force and effect and shall be honored by the Parties.

3. DISMISSAL OF LAWSUIT WITH PREJUDICE. Upon payment of the Settlement Amount, the Lawsuit shall be dismissed in its entirety, with prejudice. The Parties shall file a Stipulation of Dismissal With Prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) with the Court within three (3) court days of the Settlement Amount being received by the County. The Parties hereby instruct their attorneys of record to take such steps as are necessary to effectuate such dismissal.

4. MUTUAL GENERAL RELEASES.

A. Except for the rights and obligations expressly set forth in or created by this Settlement Agreement, and effective upon the County's receipt of the Settlement Amount from Tata described in Paragraph 1 above, the Parties mutually and irrevocably release, acquit and forever discharge each other and, as applicable, each other's owners, parents, subsidiaries, affiliates, officers, directors, partners, employees, members, shareholders, elected and appointed officials, creditors, agents, consultants, contractors, experts, representatives, agencies, departments, attorneys, insurers, servants, estates, predecessors, successors and assigns, and each of them, from any and all claims, demands, causes of action, breaches of contract, notes, damages, losses, costs, obligations, rights, and/or liabilities of any nature, whether anticipated or unanticipated, known or unknown, past or present, contingent or fixed (collectively, "Claims"), including but not limited to: (i) all Claims relating to, arising in any way under or out of, or deriving from the Contract and the events leading up to the execution of the Contract; and (ii) all Claims which were made, or which could have been made, in the Lawsuit by any Party.

B. The Parties each represent and warrant that they fully understand, and acknowledge, that they may discover facts or law different from, or in addition to, the facts or law that they know or believe to be true with respect to the Claims released in this Settlement Agreement and agree, nonetheless, that this Settlement Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

C. The Parties declare and represent that they intend this Settlement Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases by them, and that they intend that the releases herein shall be final and complete. The Parties execute these releases with the full knowledge that their releases

cover all possible Claims unless otherwise specified, to the fullest extent permitted by law.

5. CALIFORNIA CIVIL CODE SECTION 1542 WAIVER. The Parties agree that all rights under section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. In waiving the provisions of Section 1542 of the Civil Code of the State of California, the Parties acknowledge and agree that they are familiar with and understand that section, which provides as follows:

“CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

6. PROMISE NOT TO PROSECUTE ANY RELEASED CLAIM. The Parties covenant and agree that they will not make, assert, or maintain any claim of any kind, demand, action, suit, administrative claim, or proceeding of any type which is released in this Settlement Agreement against any of the released parties. It is the intention of the Parties that with the execution of this Settlement Agreement, the released parties will be absolutely, unconditionally and forever discharged of and from all obligations, except forth those obligations specifically set forth in this Settlement Agreement.

7. NO ADMISSION OF LIABILITY. By entering into this Settlement Agreement, the Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct, including any of the conduct alleged in the Lawsuit. The Parties understand and acknowledge that this Settlement Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding. This Settlement Agreement shall further never be treated as an admission of liability by any Party for any purpose. Any public statement about this settlement shall be consistent with this provision and the terms of this Settlement Agreement.

8. EACH PARTY TO BEAR ITS OWN ATTORNEYS' FEES AND COSTS. All Parties to this Settlement Agreement agree that they will bear their own attorneys' fees, costs and all other expenses in connection with the Lawsuit and the negotiation of this Settlement Agreement.

9. SEVERABILITY. In the event that any material provision of this Settlement Agreement shall be found unenforceable, the provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the released parties shall receive the benefits contemplated herein to the fullest extent permitted by law.

10. JOINT DRAFTERS. Counsel for the Parties have been equally involved in the drafting and negotiation of this Settlement Agreement. Thus, no rule of law that ambiguity in an agreement will be construed against the drafter shall be applied in interpreting this Settlement Agreement.

11. CHOICE OF LAW AND FORUM. This Settlement Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of California. Any dispute, claim or controversy regarding the validity, interpretation, performance, breach or enforcement of this Settlement Agreement shall be commenced and maintained in the Court, as the sole and exclusive venue, and the Parties hereby agree to and do hereby submit to the jurisdiction of such court and consent to the assignment of this matter to Magistrate Judge Jay C. Gandhi.

12. FULL DEFENSE. This Settlement Agreement may be pled as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit or other proceeding that may be prosecuted, instituted or attempted by any party in breach hereof.

13. ATTORNEYS' FEES AND COSTS RELATING TO ENFORCEMENT. The Parties agree that in the event that an action or proceeding is instituted by any of the Parties in order to enforce the terms or provisions of this Settlement Agreement, the prevailing party in such proceeding shall be entitled to an award of reasonable costs and attorneys' fees incurred in connection with enforcing this Settlement Agreement.

14. GOOD FAITH. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Settlement Agreement.

15. NO WAIVER. A waiver by a Party of a breach of any of the terms of this Settlement Agreement shall not be construed as a waiver of any succeeding breach of the same or any other term of this Settlement Agreement.

16. REPRESENTATIONS AND WARRANTIES.

A. The Parties represent, warrant and agree that in executing this Settlement Agreement they do so with full knowledge of any and all rights which they have or may have against each other, and that they do not rely and have not relied upon any representation or statement made by any of the Parties, or any of representative of the Parties, with regard to any of the matters released herein. The Parties each hereby assume the risk of any mistake of fact or law in connection with the matters released herein.

B. Each of the Parties represents, warrants, and agrees that it has full power and authority to enter into this Settlement Agreement and to carry out its obligations under this Settlement Agreement.

C. Each of the Parties represents that this Settlement Agreement in all respects has been voluntarily and knowingly executed by such Party.

D. Each of the Parties represents that such Party has had an opportunity to seek and has sought legal advice from legal counsel of such Party's choice with respect to the advisability of executing this Settlement Agreement.

E. Each of the Parties represents that such Party has made such investigation of the facts pertaining to this Settlement Agreement as such Party deems necessary.

F. Each of the Parties represents that the terms of this Settlement Agreement are the result of negotiations among the Parties and are entered into in good faith by the Parties in accordance with California law.

G. Each of the Parties represents that this Settlement Agreement has been carefully read by such Party and the contents hereof are known and understood by such Party.

17. **NO ASSIGNMENT.** The Parties each warrant that they have made no assignment, voluntary or involuntary, of all or any part of the claims they are releasing herein to any other persons. In addition to the foregoing, the Parties each hereby agree to indemnify, defend and hold each other free and harmless from and against any and all damages, claims and expenses, including court costs and attorney fees, by reason of any claim or alleged claim which may be presented by any person claiming to be a successor or assignee of any of the Parties.

18. **ENTIRE AGREEMENT.** This Settlement Agreement constitutes and contains the entire agreement and understanding concerning the subject matter hereof between the Parties hereto, and supersedes and replaces all prior negotiations and proposed agreements and agreements, written or oral.


19. **TIME IS OF THE ESSENCE.** Time is of the essence to performance of all obligations under this Settlement Agreement.

20. **COUNTERPARTS.** This Settlement Agreement may be executed by the Parties in counterparts, and after each of the Parties has signed and exchanged counterparts, this Settlement Agreement shall be effective and binding upon the Parties.

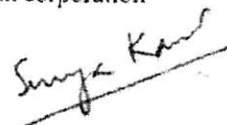
21. EFFECTIVE DATE. The "Effective Date" of this Settlement Agreement shall be the date on which the last of the Parties' signatures is affixed below.

THIS SETTLEMENT AGREEMENT WAS SIGNED ONLY AFTER IT WAS READ, FULLY UNDERSTOOD AND FULLY AGREED TO. WHEREFORE, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT ON THE DATES SHOWN BELOW.

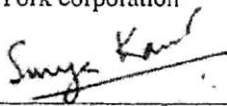
COUNTY OF ORANGE,
a Political Subdivision of the
State of California


By: Frank Kim, CEO
Date: August 9, 2016

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an Indian corporation

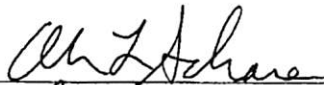

By: SURYA KANT - PRESIDENT NORTH AMERICA OPS.
Date: August 9th 2016

TATA AMERICA INTERNATIONAL CORPORATION,
a New York corporation

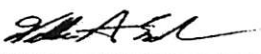

By: SURYA KANT - PRESIDENT NORTH AMERICA OPS
Date: August 9th 2016

APPROVED AS TO FORM:

THEODORA ORINGHER PC


By: Allan L. Schare
Date: August 9, 2016
Attorneys for the County of Orange

KELLEY DRYE & WARREN LLP


By: William A. Escobar
Date: August 9, 2016
Attorneys for Tata Consultancy Services Ltd. and
Tata America International Corporation