

PROFESSIONAL IT SERVICES

Schedule FS2

This Schedule FS2 is entered into as of January 1, 2017 (“**Schedule Effective Date**”) by and between Genpact International, Inc (“**SP**”) with a principal place of business located at 42 Old Ridgebury Road, First Floor, Fairfield, CT 06431 and General Electric International, Inc., a Delaware corporation (“**GE**”) with a principal place of business located at 41 Farnsworth St., Boston, MA 02210. GE and SP are each referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, GE and SP are Parties to a certain Master Services Agreement dated January 1, 2017 (“**MSA**”);

WHEREAS, the Parties desire to append this Schedule FS2 to the MSA;

NOW, THEREFORE, in consideration of the good and valuable promises and premises set forth in the MSA and this Schedule FS2, the Parties agree as follows:

1. Interpretation.

This Schedule FS2 complements and supplements the MSA. As of the Schedule Effective Date, the MSA shall be construed to include this Schedule FS2. All provisions in the MSA not conflicting with this Schedule FS2 are hereby specifically affirmed. Capitalized terms not defined in this Schedule FS2 shall have the meanings ascribed to them in the MSA.

2. Interpretation.

The expectations and requirements in this Section shall apply generally to all Services and/or Deliverables provided by SP to GE during the Term unless GE and SP expressly agree otherwise in writing in an SOW (and then for purposes of that SOW only).

(a) Non-Third Party Application Development. It is GE’s strategy to utilize GE Predix Platform/Operating System for all Non-Third Party Application Development. As such SP will be required to adhere to this by presenting all proposals (RFP’s), Designs and Implementations for Non-Third Party Application Development with Predix based solutions.

(b) Predix Certification. Any Predix Solutions designed, developed or worked on by SP, must be done by Predix Certified personnel only. If SP is unable to comply with this Schedule, prior to the commencement of applicable Services, SP shall provide written notice to GE of such non-compliance. GE shall have the right, but not the obligation, to make exceptions on a case-by-case basis; provided any granted exception shall be limited to the SOW for which said exception was granted. GE shall have no obligation to pay for any non-compliant Services performed by SP for which an exception was not granted.

IN WITNESS WHEREOF, the Parties have caused the Schedule FS2 to be executed by their duly authorized representatives as of the Schedule Effective Date.

GENERAL ELECTRIC INTERNATIONAL, INC.

By: /s/ James P. Otis
Printed Name: James P Otis
Title: GO-S IT Professional Services Leader
Date: December 14, 2016

GENPACT INTERNATIONAL, INC

By: /s/ Victor Guaglianone
Printed Name: Victor Guaglianone
Title: SVP
Date: 12/22/16