<center>**GENERAL TERMS AND CONDITIONS**</center>

1. **THE AGREEMENT**

   The Agreement incorporates the following documents by reference: (i) the Master Services Agreement signed between the Customer and Cloud4C (ii) these General Terms and Conditions containing the general terms and conditions applicable to all Services; (iii) the Acceptable User Policy (AUP); (iii) Service Level Agreements mutually agreed between the Parties and (v) any Scope of Work document that may have been entered into between the Customer and Cloud4C. The usage of the term "Agreement" in any of the above-mentioned documents shall mean as a reference to all of the said documents collectively. The Agreement is effective from the date of execution of the Master Service Agreement between the Customer and Cloud4C unless otherwise provided therein.

2. **DEFINED TERMS:**
   2.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the entity referred to, but only for so long as such control exists;
   2.2. "**Agreement**" means, collectively, the MSA, the General Terms and Conditions, any applicable Purchase Order, STA, AUP, SLA and other addenda which govern the provision of Services mutually agreed between the Parties.
   2.3. "**Applicable Laws**" mean all laws/rules/regulations applicable on the Services according to the governing laws of the Governing Law Country mentioned under the STA.
   2.4. "**AUP**" means Service Provider's Acceptable User Policy found at https://www.cloud4c.com/aup
   2.5. "**Business Day**" means Monday through Friday, excluding public holidays, in the country whose laws govern this Agreement.
   2.6. "**Confidential Information**" means non-public information disclosed by one party to the other in any form that: (i) is designated as "Confidential"; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either party's products, customers, marketing and promotions, know-how, or the negotiated terms of the Agreement; and which is not independently developed by the other party without reference to the other's Confidential Information or otherwise known to the other party on a non-confidential basis prior to disclosure.
   2.7. "**Cure Period**" shall mean the period mentioned under the STA.
   2.8. "**Customer Data**" means all data which Customer receives, stores, or transmits on or using the Customer Configuration.
   2.9. "**Due Date**" means the date on which a period of thirty (30) days from the date of a valid invoice raised by the Service Provider on the Customer for the Services.
   2.10. "**End User**" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer's Content; or (b) otherwise accesses or uses the Services under Customer's account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any content under their own account with the Service Provider, rather than under Customer's account.
   2.11. "**Fees**" mean the fee payable by the Customer to the Service Provider for the Services as per the terms of this Agreement
   2.12. "**General Terms and Conditions**" shall mean the terms and conditions applicable to the Services and available at [●].
   2.13. "**Hosted System**" means a Customer Configuration provided by the Service Provider for Customer's use of Services.
   2.14. "**Jurisdiction**" means the courts of law situated in and having jurisdiction in the city/region mentioned under the STA.
   2.15. "**Purchase Order(s)**" shall mean all purchase orders pertaining to the Services and/or additional/supplemental services, raised by the Customer and duly accepted by the Service Provider under this Agreement.
   2.16. "**Renewal Term**" means the automatic renewal period following expiry of the Initial Term, for consecutive rolling 90 day terms unless otherwise provided under the STA.
   2.17. "**Services**" shall mean all services provided by the Service Provider to which the Customer subscribes to, by the virtue of this Agreement as described under Schedule I, Part B and/or any subsequent Purchase Orders.
   2.18. "**STA**" means the Specific Terms Addendum provided under Schedule I to the Master Service Agreement.
   2.19. "**Tax**" means all taxes applicable on the provision of Services as per the Applicable Laws.

3. **REPRESENTATIONS AND UNDERTAKINGS:**
   3.1.   Each Party represents that:
   a.   It has the legal right and authority to enter into this Agreement and is not barred by any agency or under Applicable

Laws.

b.   All the information and disclosures made in respect to this Agreement are true and accurate.

c.   It has taken all necessary authorizations and approvals for the purpose of execution of this Agreement.

3.2.   Customer agrees to utilize the Services strictly in accordance with the AUP.

3.3.   Service Provider represents that the Services provided under this Agreement are not in violation of any Applicable Laws and undertakes to provide Services in accordance with this Agreement.

3.4.   Service Provider does not provide any support or services to End Users unless Service Provider has a separate agreement with the Customer stating otherwise or an End User obligating us to provide such support or services.

4.   CONFIDENTIALITY:

4.1.   Each Party ("**Receiving Party**") agrees that it will not disclose to third party/ies any information belonging to the other Party ("**Disclosing Party**") which is provided to it by the Disclosing Party before, during and after the execution of this Agreement. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the Agreement, server configuration, design and other related information and information relating to the contents to be transmitted to and from the servers of Service Provider or Customer. All information provided by a Party to the other shall be considered confidential even if it is not conspicuously marked as confidential.

4.2.   Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which (i) is already known to the Receiving Party at the time of disclosure; (ii) is or becomes part of the public domain without violation of the terms hereof; (iii) is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof; (iv) is disclosed by the Disclosing Party to a third party without similar restrictions on the third party's rights; or (v) is received from a third party without similar restrictions and without violation of this or a similar agreement.

4.3.   Each Party agrees not to disclose any of the Confidential information obtained from the other under any circumstances to any third party unless it is so required by law to be disclosed or if it falls under any of the exceptions mentioned in Clause 4.2 above. Any disclosure to be made by the Customer as per the requirements of law shall be so disclosed on providing advance notice to Service Provider with the reasons for such disclosures.

4.4.   The terms and conditions of this Agreement, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this Agreement and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law. Notwithstanding any provision to the contrary, Service Provider shall be entitled to freely disclose the information that it is providing / has provided the Services to the Customer in its marketing, promotion or other materials.

5.   TEMPORARY SUSPENSION OF SERVICES:

5.1. Service Provider may suspend or limit Customer's or any End User's right to access or use any portion or all of the Services immediately upon prompt notice to the Customer if the Service Provider determines:

(a) Customer's or an End User's use of the Services;

    i.   poses an immediate security risk to the Hosted System or any third party,

    ii. could adversely impact Service Provider's systems, the Services or the systems or content of any other customer,

   iii. could be fraudulent or be utilized to cause fraud or be illegal or be utilized to aid or abet illegal activities;

(b) Customer is in breach of this Agreement and fails to cure such breach within a period of ten (10) days (or such mutually agreeable period) of Service Provider notifying the Customer of such breach;

(c) Customer is in breach of its payment obligations and fails to cure such breach within the Cure Period.

(d) In all events where such suspension or limitation is required by law.

In all events of suspension under Clause 5.1(a)(i) and Clause 5.1(a)(ii), the Service Provider must furnish a detailed Root Cause Analysis (RCA) Report to the Customer evidencing and justifying such reason for suspension and the cause for such suspension attributable to the acts and/or omissions of the Customer/End User. Further, Service Provider will limit a suspension and/or limitation in time and scope as reasonably possible under the circumstances

5.2. Effect of Suspension.

In the event Service Provider suspends Customer's right to access or use any portion or all of the Services under Clause 5.1 above:

(a) Customer remains responsible for all fees and charges the Customer incurs during the period of suspension; and

(b) Customer will not be entitled to any service credits as provided under the SLA for such period of suspension.

6. **DATA PRIVACY:**

6.1.   The Service Provider shall implement and undertake reasonable and appropriate measures designed to help the Customer secure Customer Data against accidental or unlawful loss, access or disclosure.

6.2.   All data privacy laws/rules as per the laws of the Governing Law Country (as defined under the STA) shall be applicable to the Services. Further, the Parties agree and affirm that in all cases where the Customer Services pertain to colocation services only, the Service Provider shall not have any access to Customer Data. Hence, this clause will not be applicable in such cases.

6.3.   The Customer acknowledges that the Service Provider may require to disclose information and data provided to it by Customer, including information that identifies an individual or a person either directly or indirectly and alone or in combination with other information available (such identifying information being referred to as "**Personal Information**") subject to the conditions mentioned under the Data Protection Policy, such as a person's name, phone number and email address, to Service Provider's affiliates and associates to carry out Services under this Agreement. Service Provider may also disclose Personal Information obtained from Customer if required (i) under applicable laws including in connection with law enforcement, fraud prevention, or other legal action, or as required by law or regulation, or (ii) for optimisation of Services or (iii) if it reasonably considers it necessary to protect itself, its customers, or the public; All disclosures under this Clause shall be subject to prior intimation of such disclosure by the Service Provider to the Customer unless specifically barred thereto.

6.4.   The Customer shall be deemed to have consented to disclosure of Personal Information by the Service Provider in the instances mentioned under Clause 6.3 above by providing such Personal information to the Service Provider in the course of Service Provider's performance of the Services.

6.5.   The Service Provider hereby undertakes that the Service Provider shall comply with all applicable data privacy laws while handling Personal Information belonging to the Customer. All such disclosures and compliances will be governed and monitored by the Service Provider's dedicated Committee on GDPR and Data Protection Laws which shall ensure Service Provider's compliance with such applicable data protection laws.

6.6.   Either Parties hereby agree and affirm that the parties shall be compliant with the applicable data protections laws and the Data Protection Policy of the Service Provider (available at [●]).

7. **INDEMNITY**

7.1.   Service Provider will indemnify, defend and hold harmless the Customer including their, directors, employees, agents and contractors from any and all liability, damages, costs and expenses (including reasonable attorneys' fees and expenses) that the Customer may incur as a result of (a) gross negligence or wilful misconduct of the Service Provider solely, in provision of Services to the Customer; and (b) .any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and undertakes to pay the amount of any adverse final judgment or settlement.

7.2.   Customer will defend, indemnify, and hold harmless the Service Provider, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) Customer's or any End Users' use of the Services (including any activities and use by Customer's employees and personnel); (b) violation of this Agreement or applicable law by the Customer or Customer's End Users; or (c) a dispute between Customer and any of its End User (d) an allegation that any of Customer Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement; except in cases where such third party claim is solely attributable to gross negligence or wilful misconduct on part of the Service Provider.

7.3.   The obligations under this Section 7 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

8. **LIMITATION ON DAMAGES**:

8.1.   Notwithstanding anything in the Agreement to the contrary:

(a)   Either Party's liability arising out of any loss or damages for which limitation is expressly prohibited by Applicable Laws, shall be unlimited.

(b)   Subject to Clause 8.1(a), the maximum aggregate monetary liability of either Party and any of its representatives in connection with the Services or this Agreement under any theory of law shall not exceed the actual damages incurred up to the greater of: (i) an amount equal to six times the Fees payable by Customer for the Services in the first month of the

Initial Term, or (ii) the total amount paid by Customer to the Service Provider for the Services that are the subject of the claim in the 12 months immediately preceding the event(s) that first gave rise to the claim.

8.2. Neither party (nor any of its representatives) is liable to the other party for any indirect, special, incidental, exemplary, or consequential loss or damages of any kind. Neither party is liable for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either party be liable to the other for any punitive damages; or for any loss of profits, data, revenue, business opportunities, customers, contracts, goodwill, or reputation.

8.3. As an essential part of the Agreement, the liquidated damages payable under the SLA(s) shall be the credits stated in any applicable SLA(s) which are Customer's sole and exclusive remedy for Service Provider's failure to meet those guarantees for which credits are provided; and the parties agree that the credits are not a penalty, are fair and reasonable and represent a reasonable estimate of loss that may reasonably be anticipated from any breach. The maximum credit(s) for failures to meet any applicable SLA(s) for any calendar month shall not exceed 100% of the then current monthly recurring Fee for the Services. Customer is not entitled to a credit if Customer is in breach of the Agreement at the time of the occurrence of the event giving rise to the credit, until such time as Customer has remedied the breach. No credit shall be due if the credit would not have accrued but for Customer's action or omission.

9. FORCE MAJEURE:

A Party shall not be liable to the other Party if, and to the extent, that the performance of any of its obligations under this Agreement (excluding obligations in relation to the Customer's payment for Services already rendered and/or being rendered during the Force Majeure event) is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of that Party, including, but not limited to, circumstances such as change in legislation, fire, flood, explosion, epidemic, accident, act of God, war, riot, terrorist activities, strike, lockout and/or act of government (Force Majeure).

The Party claiming an event of Force Majeure as aforesaid shall promptly notify the other Party in writing, and provide full particulars of the event of Force Majeure and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its commercially reasonable efforts to remove the cause of non-performance, and shall, unless otherwise agreed to by the other Party in writing, resume performance hereunder with utmost dispatch when such cause of non-performance is removed.

10. DISCLAIMER:

THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, SERVICE PROVIDER AND ITS AFFILIATES (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

SERVICE PROVIDER MAY DESIGNATE CERTAIN SERVICES AS UNSUPPORTED SERVICES. CLOUD4C MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO UNSUPPORTED SERVICES EXCEPT THAT IT SHALL USE REASONABLE EFFORTS AS MAY BE EXPECTED OF TECHNICIANS HAVING GENERALIZED KNOWLEDGE AND TRAINING IN INFORMATION TECHNOLOGY SYSTEMS.

11. GOVERNING LAW AND DISPUTE RESOLUTION:

11.1. This Agreement shall be governed by the laws of the region/country as provided under the Specific Terms Agreement entered into between the Parties.

12. MISCELLANEOUS:

12.1. The provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of this Agreement including all terms of the Agreement requiring Customer to pay any Fees for Services provided prior to the time of expiration or termination.

12.2. The Agreement constitutes the complete and exclusive understanding between the Parties regarding its subject matter and supersedes and replaces any prior or contemporaneous representation(s), agreement(s) or understanding(s), written or oral.

12.3. Amendment/Modification of this Agreement: This Agreement may be amended only by the written agreement of both Parties.

12.4. Service Provider and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joist venture, employment, franchise or agency between the Service Provider and Customer. Neither the Service Provider nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

12.5. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.