MASTER SERVICE AGREEMENT

This **Master Services Agreement** is entered into on this day of **[●]** of **[●]**, 2018 by and between **Cloud4C Services Private Limited**, a company incorporated undeCloud4Cr the Companies Act, 2013 and having its registered office at 5th Floor, Pioneer Towers, Plot no.16, Software Units Layout, Madhapur, Hyderabad 500 082 (hereinafter referred to as "**Cloud4C**" which expression shall include its successors and assignees)

and

[●], a company incorporated under Laws of India and having its registered office at **[●]** (hereinafter referred to as the "**Customer**" which expression shall include its successors and permitted assignees).

Cloud4C and Customer shall individually be called a "**Party**" and together the "**Parties**".

WHEREAS

A. The Customer wishes to avail the Services from Cloud4C and Cloud4C has agreed to provide the Services to the Customer;
B. The Parties have agreed that the provision of Services by Cloud4C to the Customer shall be governed by the terms and conditions of this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 **Defined Terms**: Capitalized terms used in this Agreement shall have the meanings assigned to them hereunder or as the case may be in the relevant clauses of this Agreement:

(a) "**Affected Party**" means the Party claiming the benefit of Force Majeure.
(b) "**Agreement**" shall mean all this Master Services Agreement and the SLA and the AUP collectively.
(c) "**AUP**" shall mean the Acceptable User Policy attached to this Agreement as **Annexure– 2** hereto.
(d) "**Business Day**" shall mean any day on which banks at Hyderabad are open for transacting normal business.
(e) "**Cloud VM**" shall mean the Cloud Virtual Machine provided on the Cloud of Cloud4C. There are different kinds of VM's provided by Cloud4C.
(f) "**Due Date**" shall mean expiry of a period of thirty (30) days from the date of an invoice raised by Cloud4C.
(g) "**Initial Term**" shall mean a period of 36 months from the Service Commencement Date.
(h) "**Renewal Term**" shall mean rolling periods of the same length as the Initial Term which shall automatically commence after the expiry of the Initial Term (or as the case may be a Renewal Term) unless notice is given by either Party in the manner described in Clause 22 (Notices) of this Agreement to stop the Services, at least thirty (30) days prior to expiry of Initial Term (or as the case may be a Renewal Term).
(i) "**Service Catalogue**" shall contain a list of all or any of services/facilities viz., back up facility, dedicated firewall facility, hardware monitoring facility, help desk support, load

balance server, network and power uptime, OS management and shared firewall services, described in Schedule-A to the SLA.

(j) **"Service Commencement Date"** shall mean the date of acceptance by Cloud4C of the first purchase order issued by Customer under this Agreement.

(k) "**Service Credits**" shall mean the credits which the Customer would be entitled to receive, on account of failure of Cloud4C to provide Services as per the standards mentioned in the SLA.

(l) "**Service Level Agreement ("SLA")**" shall mean the Service Level Agreement annexed as **Annexure-1** hereto, together with all schedules to the SLA.

(m) "**Services**" shall mean the services identified and described in Annexure 3 hereto, and (ii) Supplemental Services, in all situations as set out in the written purchase order(s) raised by the Customer on Cloud4C and accepted by Cloud4C.

(n) "**Supplemental Services**" shall mean services which are requested for in writing by the Customer other than those already agreed to be provided by Cloud4C, as set out in the written purchase order(s) raised by the Customer on Cloud4C and accepted by Cloud4C.

(o) "**Territory**" means the territory of India.

1.2 Interpretation

(a) The headings used in this Agreement are for convenience only and shall not in any way define or limit the scope of this Agreement.

(b) In this Agreement, where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.

(c) The terms "Clause", "Annexure" and "Exhibit" refer to the specified Clause of or Annexure to or Exhibit to (as the case may be) of this Agreement.

(d) Any reference to any document expressed to be in the "agreed form" means a document in the form and substance approved by (and signed for identification by or on behalf of) the Parties.

2. TERMS GOVERNING PROVISION OF SERVICES

2.1 The Parties agree that this Agreement shall be read together with the purchase order(s) for Services issued by the Customer and accepted by Cloud4C, and together they shall constitute the terms and conditions on which the Services shall be provided by Cloud4C to the Customer.

3. SERVICES

3.1 Customer shall raise purchase orders on Cloud4C for provision of Services. Subject to Clause 3.3, Cloud4C agrees to provide Services, as set out in the purchase orders issued by Customer, from the Service Commencement Date till the end of the Initial Term, in accordance with the terms of this Agreement.

3.2   Cloud4C may also provide Supplemental Services as and when requested for by the Customer and accepted by Cloud4C. Fees for such Supplemental Services may be fixed and mutually agreed between the Parties in advance.

3.3   Cloud4C shall be entitled to refuse to accept purchase orders (a) that are not in accordance with this Agreement or (b) that are issued for services / facilities not covered in the Agreement, or (c) that contain terms and conditions or prices that are contrary to the understanding of the Parties or (d) at its sole discretion.

4. CHANGES

4.1   If Customer makes requests for any change in the Services, and such change results in increased cost of any nature to Cloud4C, or will require additional time for performance of Cloud4C's obligations, or if Cloud4C is otherwise adversely affected by such change, the schedule, warranty, price and other terms and conditions of the purchase order and Agreement may be equitably adjusted by agreement of the Parties as detailed in clause 4.3. In no event shall Cloud4C be obligated to proceed with any change unless the foregoing adjustments have been agreed upon in writing by the Parties.

4.2   Notwithstanding the above, at any time and with prior consent of Customer in case of material changes, Cloud4C reserves the right to make changes in design, construction, arrangement and provision of Services; provided such changes do not result in any increase in the price or time for performance or alter any performance guarantees or warranty obligations set forth herein. Customer shall not unreasonably withhold its consent in case of material changes.

4.3   Change Request Procedure

The following process will be followed if a change to this Scope document is required:

   i.   A Change Request Procedure ("CRP") will be the vehicle for communicating change. The CRP must describe the change; the rationale for the change and the effect the change will have on the project.
  ii.   The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
 iii.   Both Project Managers will review the proposed change and recommend it for further investigation or reject it. Cloud4C will specify any charges for such investigation. A CRP must be signed by Authorized Representatives from both parties to authorize investigation of the recommended changes. The investigation will determine the effect that the implementation of the CRP will have on price, SLA and other terms and conditions of the Agreement.
  iv.   A written Change Authorization and/or CRP must be signed by Authorized Representatives from both parties to authorize implementation of the investigated changes.

4.3.1 Change Initiation
A change is initiated by a Request for Change (RFC) initiated by the Customer and informed to Cloud4C in writing.

4.3.2 Cloud4C Response

Cloud4C will, within fourteen (14) days of receiving an RFC, provide an estimation of the time and effort required analyzing the RFC.

Following receipt of the written approval of the estimate and agreement to pay the cost, if any, Cloud4C will, within thirty (30) days or the time specified in the estimate, perform the analysis and repair the change.

4.3.3 Customer Approval

Customer approval is required for the assessment of Change Impact submitted by Cloud4C. When an RFC requires a change to the cost or SLA or when a change is required to the Agreement executed between Customer and Cloud4C, the change must be approved by the Customer authorized representative in writing. Once approved by Customer, the RFC is added to the Agreement.

4.4 If the RFC is not approved by the appropriate authority, the owner will take no action on the same.

5. INITIAL TERM

5.1 The Initial Term for the Services shall commence on the Service Commencement Date. Customer acknowledges and accepts that the provision of Services by Cloud4C shall be subject to a minimum service period of 6 months from the Service Commencement Date ("**Minimum Service Period**"). The Customer shall not be entitled to terminate this Agreement during the Minimum Service Period for any reasons whatsoever except for the sole reason as specified in Clause 14.1(a). Notwithstanding anything contained herein, if the Customer terminates this Agreement before the expiry of Minimum Service Period, then the Customer undertakes and agrees to pay Cloud4C, on or before the effective date of termination of this Agreement, an early termination compensation of an amount equivalent to the fee payable for the balance period of the Minimum Service Period, calculated from the effective date of termination of this Agreement.

5.2 On expiration of the Initial Term, the Renewal Term shall automatically commence upon the same terms and conditions mentioned in this Agreement.

5.3 In the event a Party does not wish to extend/renew this Agreement after the expiry of the Initial Term or as the case may be a Renewal Term, that Party shall send a written notice of at least thirty (30) days prior to the expiry of the Initial Term or the Renewal Term as the case may be, to the other Party. Upon receipt of such notice by the other Party and expiry of the Initial Term or a Renewal Term (as the case may be), the Agreement shall be deemed to have expired.

6. SUSPENSION OF SERVICES

6.1 Temporary Suspension of Services Without Prior Notice:

Customer agrees and accepts that Cloud4C shall be entitled to suspend Services without prior notice in circumstances such as:

(a) The Services being used by the Customer poses security risks to facilities and other customers of Cloud4C;

(b) The Services being used by the Customer in violation of the terms and conditions mentioned in the AUP or this Agreement;

(c) To protect the Cloud VM maintained by Cloud4C in the event of a threat of breakdown or where there is a valid reason to believe that not suspending the Services would cause loss to the other customers of Cloud4C;

(d) In cases where suspension is required by law; and

(e) In such other circumstances as Cloud4C may reasonably determine.

Cloud4C shall inform Customer as soon as possible of such suspension.

6.2 Subject to Clause 6.1 above, Customer agrees that the Services may be suspended by giving at least Seven (7) days prior notice for Customer to remedy a situation under circumstances such as the following:

(a) Cloud4C has reason to believe that Services are being used by the Customer in violation of the terms and conditions mentioned in the Agreement including the AUP;

(b) Cloud4C believes that the Services provided by Cloud4C to Customer are being used by non-authorized persons without the consent of Cloud4C;

(c) In situations where there is no co-operation from Customer during investigation of suspected violation of the Agreement; and

(d) In such other circumstances as Cloud4C may reasonably determine.

6.3 Without prejudice to Cloud4C's rights of termination under Clause 14.2, if the Customer fails to fulfill its payment obligations, Cloud4C may at its discretion (i) suspend performance of Services, or (ii) continue performance of Services if Cloud4C deems such continuance to be appropriate. Notwithstanding the foregoing, in the event of default in payment obligations by the Customer, the Customer shall not be entitled to claim Service Level Credits as set out in the SLA during such period of default.

6.4 In the event suspension of Services is required (a) other than as provided in Clauses 6.1, 6.2 and 6.3 above, and (b) as a result of Cloud4C being unable to provide Services due to reasons not attributable to Customer, Customer shall be entitled to Service Level Credits as set out in the SLA. However, for removal of doubt in the event of suspension of Services for the reasons as provided in Clauses 6.1, 6.2 and 6.3 above, Customer shall not be entitled to Service Level Credits as set out in the SLA.

6.5 Customer agrees and acknowledges that in the event of suspension of Services for the reasons as specified in Clauses 6.1, 6.2 and 6.3 above, Customer shall be responsible for all fees and charges for the Services incurred through the date of suspension. Customer understands that Cloud4C's aforesaid right to suspend is in addition to its right to terminate under Clause 14 of this Agreement.

6.6 In the event suspension of Services is for the reasons specified in clause 6.3, Cloud4C will not guarantee and will not be responsible/liable for availability of the data and files of the Customer after such suspension. Cloud4C shall not be held liable for any loss of data, content or files of the Customer upon such suspension.

7. CUSTOMER OBLIGATIONS

7.1 <u>Maintenance of Security</u>

(a) Customer shall take all reasonable measures to ensure that the information transmitted to or from the servers/Cloud VM of Cloud4C with respect to the Services required by the Customer is secure. Customer shall duly authorize its employees and

all third parties required to have any access to such servers/Cloud VM and the Services. Customer shall require each person having access to such services to apply/ follow all reasonable security and safety measures. Cloud4C will not liable for any action taken by (i) such authorized person on the assets deployed for the Customer and (ii) individuals who were not authorized to have access to the servers/Cloud VM and the Services but who were able to gain access because of the default of the Customer (including disclosing of the usernames, passwords or accounts details and other security breaches by Customer as specified in Clause 10 below). Customer shall be responsible for the activities that occur under the Customer's usernames, passwords or accounts or as a result of Customer's or its authorized person's access to the Services. Customer agrees to indemnify and hold harmless Cloud4C for any claims or actions arising out of the breach of this provision by the Customer.

(b)   Customer shall not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any data or content or material, including Customer Data, for any purpose that may (a) harass any person or cause damage or injury to any person or property, (b) involve defamatory, harassing, untrue or obscene materials, (c) violate privacy rights or promote hatred or harm, (d) constitute unsolicited bulk e-mail, spam or junk; (e) constitute an infringement of intellectual property or other proprietary rights of a third party, or (f) violates applicable laws. Without prejudice to the rights of Cloud4C in this Agreement, Cloud4C reserves the right without any liability whatsoever to Customer to take remedial action if any data or content or material violates the restrictions as aforesaid including the removal or disablement of access to such data or content or material. Customer agrees to indemnify and hold harmless Cloud4C against any claims arising out of a violation of this provision by the Customer.

(c)   The accuracy, veracity, legality and validity of the data or contents provided by the Customer and/or its authorized person and transmitted to or from the servers/Cloud VM of Cloud4C, housed in Cloud4C servers/Cloud VM and in the database of Cloud4C shall be the exclusive responsibility of the Customer. The Customer acknowledges that Cloud4C is solely hosting data and/or information on the Customer's and/or its authorized representative's instructions, and any action on such instructions and the result thereof shall be the sole liability of the Customer. Cloud4C shall not be liable for (i) any false and/or inaccurate and/or illegal data transmitted to or from the servers/Cloud VM of Cloud4C or housed in Cloud4C servers/Cloud VM, and (ii) any outcome and/or result of such processing, transmitting to or from the servers/Cloud VM of Cloud4C, housed in Cloud4C servers/Cloud VM and in the database of Cloud4C.

(d)   Without prejudice to the other provisions of this Agreement, the Customer shall be responsible for the content, data and materials provided by the Customer and residing in the server/Cloud VM. The Customer shall also be responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from the content, data and materials provided by the Customer, including any viruses, Trojan horses, worms or other programming routines contained in such content, data and materials that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

7.2 Compliance with law

Customer shall ensure that it has taken all necessary approvals, licenses from concerned authority (ies) as applicable within or outside the Territory for availing the Services to be provided by Cloud4C. Customer shall at all times comply with all applicable laws.

8. ACCEPTABLE USER POLICY (AUP)

8.1 Customer shall utilize the Services in accordance with the AUP. The existing AUP is annexed to this Agreement as Annexure-2. Cloud4C shall be entitled to modify the AUP from time to time and such amended AUP made available at the website of Cloud4C, shall apply in relation to provision of the Services by Cloud4C to Customer.

9. REPRESENTATIONS AND WARRANTIES:

9.1 Customer represents and warrants to Cloud4C as follows:
   (a) It has the legal right and authority to enter into this Agreement and is not barred by any agency or authority in or outside the Territory to enter into this Agreement.
   (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.
   (d) Customer shall not authorize any third person to have access to the Services unless it is approved in writing by Cloud4C.
   (e) It owns and has the right, title and interest in the contents, materials and the data (including the Customer Data) which runs on the Services or causes to interface with the Services or which is uploaded for the Services or posted or submitted or otherwise used during availing of the Services by the Customer.

9.2 Cloud4C represents and warrants to Customer as follows:
   (a) It has legal right, authority and authorization to enter into the agreement and to provide the Services as required by the Customer.
   (b) Services provided by Cloud4C are not in violation of any law or regulation(s) in force.
   (c) All the information and disclosures made in respect to this Agreement are true and accurate.
   (d) It shall take all reasonable measures to ensure that information transfer (within Cloud4C's area of influence) to and from Customer's materials is secure and it shall not use, analyze or access Customer data traffic or any other data except for the limited purposes necessary for undertaking its contractual obligations as set out herein.
   (e) It shall not derive any end user identifiable information from the Customer's services / Customer's data flow.

10. USE OF SERVICES

10.1 Both Customer and Cloud4C agree that each shall ensure that specific security measures (if opted for by the Customer) such as maintaining fire walls, confidentiality of passwords to

the servers/Cloud VM, not providing access to the Services to any third party, etc., are implemented. Each Party shall be responsible for breach of such measures; to the extent such breach has been enabled by such Party's default to maintain the above security measures.**Cloud4C**

10.2 Customer acknowledges and understands that the software and software applications including content, materials, data, images, text, audio, video etc. provided by a third party ("**Third Party Materials**") shall be at sole liability of Customer.

10.3 Customer also acknowledges that in case the Customer is not satisfied with the service delivered, Customer shall inform Cloud4C of the same within 3 days of the receipt of Commissioning Date. Upon receipt of the objection, Cloud4C shall suspend all Services, make the changes required and release the environment once again with a new Commissioning Report. In such case the latter one shall be regarded as the Billing Start Date. Further if the Customer uses the commissioned set-up, though he has a few outstanding requests, Customer shall pay full charges from the first Commissioning Report, unless partial billing is agreed to between the parties, before the Customer starts using the Services. If no partial billing agreement has been reached and if Customer uses the Services even after raising objections, Customer shall pay in full from the first date of Commissioning Report.

10.4 Customer understands that the Services provided under this Agreement may enable Customer to link to, or transmit its contents, data or materials to, or otherwise access, other web sites, content, products, services, and information of third parties. Customer acknowledges that Cloud4C does not control and is not responsible for such web sites or any such content, products, services and information accessible from or provided through the Services and that Customer bear all risks associated with access to and use of such web sites and content, products, services and information. Without limiting the provisions of Clause 12 below, any third party contents made accessible by Cloud4C in or through the service environment for the Services is provided on an "as-is" and "as available" basis without any warranty of any kind. Third party content may be indecent, offensive, untrue, infringing or otherwise objectionable or unlawful. Customer acknowledges that Cloud4C is not responsible for and under no obligation to control, monitor or correct third party content.

11. INDEMNIFICATION

11.1 The Customer agrees to indemnify Cloud4C, their directors, employees, agents and contractors against any third party claim arising out of or in relation to infringement of any third party's copyright, trade secret, patent, trade mark or any other propriety rights.

11.2 The Indemnifying Party shall not be obliged to indemnify the Aggrieved Party under Clause 11.1 in respect of an infringement claim mentioned therein in relation to materials, services, information or other work ("**Items**") provided by the Indemnifying Party (a) arising as a result of the Aggrieved Party modifying the Items, or (b) to the extent that the infringement claim arises as a result of the Aggrieved Party's use of the Items together with products not delivered by the Indemnifying Party or (c) as a result of an application or use of the Items by Aggrieved Party that is not agreed between the Parties under this Agreement.

11.3 The Customer shall not compromise or settle any claim or make any admission fixing liability on Cloud4C without the consent of Cloud4C unless such compromise or settlement has the effect of relieving Cloud4C from all claims made against it.

12. PERFORMANCE WARRANTIES

12.1 Cloud4C warrants to Customer that the Services will be performed in a competent manner and substantially in accordance with any mutually agreed specifications. The foregoing warranty shall be valid, provided any breach thereof is notified within one (1) year from the completion of the relevant Service or prior to termination/expiry of this Agreement, whichever is earlier (hereinafter "**Warranty Period**"). Notwithstanding anything contained herein, no agent, or employee of Cloud4C is authorized to make any modification, extension or addition to this warranty or make a different warranty. Upon any breach of such warranty, the only obligation of Cloud4C is to re-perform any defective Services to the extent necessary and feasible.

12.2 In no event does the above warranty apply to (i) any failure or nonconformance of the Services with specifications (as provided in the Agreement or otherwise) caused by or attributable to any associated or complementary products not supplied under the Agreement, (ii) the quantity or quality of the products of Customer or the process of manufacture for/on which the Services or products are used, (iii) damage, fault, failure or malfunction due to Force Majeure or normal wear and tear, and (iv) any attempt by any person other than Cloud4C personnel or any person authorized by Cloud4C, to perform all or part of the Services and (v) Third Party Materials. The warranty and remedies are conditioned upon (a) conformance with any applicable recommendations of Cloud4C, and (b) Customer promptly notifying Cloud4C of any defects in Services. The Customer acknowledges that there are risks inherent in internet connectivity outside Cloud4C's sphere of influence that may result in the loss of Customer's privacy, confidential information, and property. Customer acknowledges that Cloud4C does not control the transfer of data over communications facilities, including the internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Cloud4C shall not responsible for any delays, delivery failures, or other damage resulting from such problems. Cloud4C shall not be responsible for any issues related to the performance, operation or security of the Services that arise from Customer's content, applications or Third Party Materials.

12.3 The Customer acknowledges and understands that Cloud4C is not privy to any data and/or information of the Customer ("**Customer Data**") because of the nature of provision of Services and it acts solely for hosting of the Customer Data. Cloud4C shall not be liable for any loss of Customer Data while availing the Services from Cloud4C. Under no circumstances will Cloud4C have any liability or responsibility for (i) the loss of Customer Data or other information unless caused by the gross negligence or willful misconduct of Cloud4C; and (ii) security breaches, viruses, hacked servers, worms, or corrupted data including Customer Data, unless caused by the gross negligence or willful misconduct of Cloud4C.

12.4 The foregoing sets forth the exclusive remedies of Customer and the sole liability of Cloud4C for claims based on failure of, or defect in, Services, whether such claim is based on contract, law, indemnity, warranty, tort (including negligence), strict liability or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED (BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE) OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Cloud4C does not provide any representations or warranties other than those set out in Clause 12.1 above.

12.5 Cloud4C does not provide any representation or warranty in respect of any products or services provided by others. Cloud4C shall have no obligation for loss, liability or damage which results because (1) Customer fails to utilize, operate or maintain the Services or any materials or equipment in connection with the Services in accordance with (i) applicable law and generally approved industry practices or (ii) the provisions of this Agreement or (iii) the provisions of any storage, operating or maintenance instructions furnished to Customer or (2) Customer breaches applicable law. Customer agrees to indemnify Cloud4C against any loss, liability, harm or damage that Cloud4C may suffer as a result of Customer's failure or breach as described in this clause.

13. LIMITATION ON DAMAGES

13.1 The total liability of Cloud4C, its employees, subcontractors, or suppliers on all claims of any kind (excluding claims for death or bodily injury), whether based on contract, law, indemnity, warranty, tort, strict liability or otherwise, resulting from this Agreement, its performance or breach, or from any services covered by or furnished under or in relation to this Agreement or any extension or expansion thereof (including remedial warranty efforts), shall in no case exceed the average price or fee paid for Services over a three (3) month period in the period of one (1) year before the liability arose.

13.2 In no event, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Cloud4C, its employees, subcontractors or suppliers be liable for any indirect, remote, special, consequential, incidental or exemplary damages, loss of profits or revenue; loss of use of equipment being worked on or any associated equipment or facilities; cost of capital; cost of purchased power; cost of substitute equipment, facilities or services; downtime costs; any special, consequential, incidental or exemplary damages; or claims of customers of Customer for any of the foregoing items, and Customer will indemnify Cloud4C, its employees, subcontractors and suppliers against any such claims from Customer's customers.

14. TERMINATION

14.1 Termination by Customer

Customer may terminate the Agreement by immediate written notice to Cloud4C if

(a) Cloud4C fails to provide the Services as agreed or
(b) Cloud4C fails to comply with any other terms of this Agreement other than provision of Services, and fails to cure the defect in the Services or its non-compliance with any other terms of this Agreement, within a period of thirty (30) days from the date of written notice issued by the Customer asking it to cure such defect or non-compliance.

14.2 Termination by Cloud4C

Cloud4C has the right to terminate the Agreement on immediate written notice to the Customer when

(a) Any payments to Cloud4C payable by Customer have not been paid within fifteen (15) days of the Due Date and the Customer has not issued a notice disputing the unpaid portion of the payment or

(b) When the Customer fails to comply with the terms of this Agreement and fails to cure such non-compliance within a period of thirty (30) days from the date of written notice issued by Cloud4C asking it to cure such non-compliance.

15. TERMINATION FOR CONVENIENCE

15.1 Either Party may terminate the Agreement for its convenience without providing any reasons by giving the other at least ninety (90) days advance written notice.

16. EFFECT OF TERMINATION

16.1 Upon the termination of this Agreement becoming effective:
(a) Cloud4C shall immediately cease providing the Service(s) to the Customer;
(b) any and all payment obligations of Customer under this Agreement for Service(s), in proportion to the Services rendered till the effective date of termination, will immediately become due;
(c) Within three (3) days of termination of this Agreement, each Party shall be under an obligation to return all Confidential Information of the other Party in its possession without retaining any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.
(d) Customer shall remove all its equipment's and materials from Cloud4C's premises, if any, within ten (10) days of the effective date of termination. Unless Cloud4C agrees otherwise in writing, failure to remove Customer's equipment's and materials within ten (10) days from the effective date of termination will constitute abandonment of Customer's equipment and material and Customer shall lose all rights in respect thereof. Cloud4C shall be entitled to pursue available legal remedies, including, without limitation and at Customer's risk and expense: (i) immediately removing Customer's equipment and material and storing it at Customer's expense at an on-site or off-site location; (ii) shipping it to Customer; or (iii) upon thirty (30) days' prior written notice to Customer, liquidating it, and retaining/appropriating to itself the proceeds there of.

16.2 Termination shall not affect the liabilities of a Party that have accrued before the effective date of termination.

17. CONFIDENTIALITY

17.1 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 Cloud4C or Customer. All information provided by a Party to the other shall be considered confidential even if it is not conspicuously marked as confidential.

17.2   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

17.3   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 17.2 above. Any disclosure to be made by the Customer as per the requirements of law shall be so disclosed on providing advance notice to Cloud4C with the reasons for such disclosures.

17.4   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, Cloud4C 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.

18. INSURANCE

18.1   Cloud4C will maintain, at its expense, as long as this Agreement is in force, insurance against risk of damage or loss caused by fire, earthquakes or terrorism for its property and equipment's.

18.2   Customer agrees to maintain at its expense as long as this Agreement is in force, Commercial General Liability Insurance and insurance against all risk property insurance on a replacement cost basis with limits adequate to cover the value of Customer's equipment.

18.3   The Parties will furnish the other Party with photocopies of certificates of insurance that evidence the minimum levels of insurance set forth above.

18.4   The insurance maintained by Cloud4C pursuant to this Agreement will be primary to, and without any right of contribution from, any other insurance that may be available to Customer.

19. DATA PRIVACY

19.1   The Customer acknowledges that Cloud4C 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**"), such as a person's name, phone number and email address, to Cloud4C's affiliates and associates to carry out Services under this Agreement. Cloud4C may also disclose Personal Information obtained from Customer if required under applicable laws including in connection with law enforcement, fraud prevention, or other legal action, or as required by law or regulation, or if it reasonably considers it necessary to protect Cloud4C, its customers, or the public.

19.2 In addition, Customer agrees that Cloud4C may disclose such Personal Information to its business partners in order to perform acts that help Cloud4C to customize, analyze and/or improve its Services and its communications with Customer, provided that all such business partners shall share Cloud4C's commitment to protect such Personal Information.

19.3 The Customer shall be deemed to have consented to disclosure of Personal Information by Cloud4C to its affiliates and business partners by providing such Personal information to Cloud4C in the course of Cloud4C's performance of the Services.

19.4 Cloud4C may disclose any Personal Information provided by Customer (a) if required to do so by an order under applicable law; or (b) to government agencies mandated under law to obtain such information for the purpose of verification of identity, or for prevention, detection or investigation including of any real or suspected event in relation to cyber-security and/or money laundering. No further consent will be required to be obtained by Cloud4C from the Customer for any of the aforesaid disclosures.

20. ASSIGNMENT AND SUBCONTRACTING

20.1 Customer shall not be entitled to assign the benefit of the Services or any of its obligations under this Agreement to any third party without the prior written consent of Cloud4C.

20.2 Cloud4C may upon notice to Customer engage a subcontractor to provide Services to Customer.

21. PAYMENTS AND TAXES

21.1 The fees that Cloud4C shall charge for Services shall be agreed upon by the Parties from time to time and set out in the relevant purchase order.

21.2 Customer shall pay the fees in accordance with Cloud4C's invoices and any fees charged for Supplemental Services provided by the Due Date.

21.3 Cloud4C shall send invoices to the Customer through email/fax /post/courier as agreed, to the designated invoicing address of the Customer as provided in Clause 22.

21.4 Delay in Payments

(a) In the event Customer receives an invoice, and is of an opinion that there is a dispute in the same, the Customer is required to notify Cloud4C in writing within fifteen (15) calendar days of its receipt, and make payments for the undisputed amount by the Due Date.Cloud4CCloud4CCloud4C

(b) In case the invoices are undisputed, and there are any delays in its paymentCloud4C, the Customer shall be liable to pay interest at a rate equivalent to eighteen percent (18%) per annum on the unpaid amount from the date that the amount becomes due

for payment till the date of receipt of payment by Cloud4C. Further, Cloud4C (if applicable) shall be entitled to an extension of time for its performance equal to the period of Customer's non-fulfillment, whether or not Cloud4C elects to suspend performance.

(c) In case the invoices are undisputed, and are not paid by the Due Date, Cloud4C reserves its right to approach National Company Law Tribunal ("NCLT")/ Debt Recovery Tribunal ("DRT") for recovery, or any other court of law as it deems fit, or follow the Dispute Resolution procedure prescribed herein.

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21.5 In the event the Customer needs to provide any information/documents to enable Cloud4C to avail any benefits (including any tax benefits, reduced or concessional tax rates, incentives etc.), the Customer shall provide the same on a timely basis to enable Cloud4C to obtain/avail such benefits. Upon any failure of the Customer in fulfilling its obligations under this clause (including failure to provide the requisite information/documents on a timely basis), Cloud4C shall, without prejudice to its rights and remedies, be entitled to claim and recover the amount of the benefit/s lost on account of such failure/delay from the Customer.

21.6 If Customer is an unlisted company, Cloud4C shall, at its option, reserve the right to conduct credit check on the Customer. In cases where Cloud4C requires to conduct such credit checks, the Customer shall provide credit check reports from Dum & Bradstreet ("D&B"), or Credit Information Bureau of India Limited ("CIBIL") or other similar agencies. In case the Customer credit report is not as per the expectations of Cloud4C, Cloud4C shall notify the Customer; thereafter the payment terms shall be amended to the effect that the Customer will be required to pay monthly in advance to procure the agreed Services. In the event the Customer does not agree to pay monthly in advance, Cloud4C shall reserve the right to immediately terminate the Services.

21.7 Taxes:

i.   The Customer shall be responsible to remit all taxes to the concerned appropriate authorities including any cess imposed, surcharge, fine, penalty, interest applicable to Cloud4C's fees for Services and/ or in connection with the transactions to be undertaken under this Agreement.

ii.   Cloud4C shall fully co-operate with Customer by furnishing all information on timely basis as may be required by Customer from Cloud4C, including but not limited to confirmation of booking/accrual of income.

iii.   The Customer shall be required to provide the GST details as required under the Goods and Services Tax Act, 2016, along with the Purchase Order. Cloud4C shall raise invoices based on the GST details made available in the Purchase Order. The Customer alone shall bear the consequences, including any loss of input credit, penalties or any other charges, of failure to provide requisite GST details or of any inaccuracy therein.

22. NOTICES

22.1 All communications by Customer with respect to this Agreement should be sent to the sales department of Cloud4C via electronic mail/fax/registered post/courier at the address or email address or fax number given below:

Cloud4C Services Private Limited,

5ᵗʰ Floor Plot No. 16, Software Units layout,

Madhapur (Hitech City)

Hyderabad – 500081

Telangana, India

Attn:

Email: legal@ctrls.in

22.2 All communications by Cloud4C with respect to this Agreement should be sent to the Customer via electronic mail/fax/registered post/courier at the address or email address or fax number given below:

[Customer name]

[Customer address]

Attn:

 Email:

22.3 A Party to this Agreement shall notify the other Party of any changes to the address or any of the other details as specified in this Clause 22. The Customer acknowledges and understands that the Services provided by Cloud4C and availed by the Customer is of such a nature that requires urgent and immediate communication between the Parties. In the event the Customer fails to notify any change of its address or any of its other details as specified in this Clause 22, the same shall be considered a material breach of this Agreement and shall entitle Cloud4C to terminate the Agreement without any liability whatsoever.

23. FORCE MAJEURE

23.1 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 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.

23.2 On the occurrence of *Force Majeure* the Affected Party shall be excused from performance of its obligations (other than payment obligations) to the extent performance of such obligations is affected by *Force Majeure*.

23.3 On the occurrence of *Force Majeure* either Party may terminate this Agreement by written notice to the other in the event the *Force Majeure* situation continues for more than thirty (30) days without any liabilities other than those that may have arisen before the occurrence of the *Force Majeure* event.

24. OWNERSHIP

24.1 Each Party acknowledges and agrees that the other Party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such Party in relation to this Agreement.

24.2 Neither Party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other Party which is known by virtue of this Agreement, in any circumstances.

25. GOVERNING LAW AND ARBITRATION

25.1 This Agreement shall be governed by the laws of the Republic of India.

25.2 In case of any disagreement or dispute between the Customer and Cloud4C, the dispute will be resolved in the manner as outlined hereunder.

25.3 The Customer and Cloud4C shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with this Agreement or in regard to the interpretation thereof. If, after thirty (30) days from the commencement of informal negotiations, the Customer and Cloud4C have not been able to resolve the dispute amicably, such differences and disputes shall be referred, at the option of either Party, to arbitration by a single arbitrator to be mutually agreed upon and in the event of no consensus, then the High Court of Hyderabad shall appoint an ArbitratorCloud4C. Such arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time or any re-enactment thereto. Upon every or any such reference the costs of and incidental to the reference and award shall be at the discretion of the arbitrator or arbitrators appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. The arbitration shall take place in Hyderabad, India unless otherwise mutually agreed by the Parties and shall be conducted in the English language.

MISCELLANEOUS

26.1 <u>Solicitation</u>

Customer agrees that (a) it will not compete with Cloud4C in any manner, and (b) it will not solicit any of the employees of Cloud4C, including those who have directly or indirectly been involved in providing Services to Customer, for employment with the Customer and/or any of its associates, affiliates, group companies or third parties, during the validity of this Agreement and up to twenty four (24) months from the expiry or date of termination of this Agreement.

26.2 <u>Intellectual Property in Services</u>

Cloud4C is the sole owner of all know-how, patents, copyrights, trademarks, industrial designs, trade names and trade secrets and all other intellectual property rights in the Services and the Customer agrees that nothing contained herein shall be deemed to result in any transfer of such intellectual property to the Customer.

26.3 <u>Modification of Services and Amendment</u>
(a) Customer agrees that any change in the Services other than as accepted by both the Parties under this Agreement, shall be effected only after a written confirmation is received from Cloud4C on the request of Customer.
(b) Any modifications accepted by Cloud4C may attract different fees and amendment of certain terms of this Agreement. On acceptance of such terms and fees in writing, the modifications requested by the Customer shall be brought into force.
(c) This Agreement may be amended only by the written agreement of both Parties.

26.4 <u>No third party beneficiaries</u>

There shall be no third party beneficiaries to this Agreement.

26.5 <u>Relationship between Parties, Subcontractors</u>
(a) The relationship of Cloud4C and Customer created by this Agreement is that of independent contractors and no partnership is created. Nothing contained in this Agreement shall be construed to give either Party the power to direct and control the day-to-day activities of the other.
(b) Neither Party shall be considered an agent of the other Party and neither Party may represent to any person that it has the power to bind the other on any agreement. The Agreement is non-exclusive and allows both Parties to conduct its business in a manner that is not against the terms and spirit of this Agreement.

(c) <u>Micro, Small and Medium Enterprises Development Act, 2006</u>

The Customer shall notify Cloud4C, in writing within thirty (30) days, if the Customer is qualified or gets qualified during the term of this Agreement as a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act"), and agrees to waive its rights under the MSME Act. In the event it fails to comply with the aforementioned requirement, Cloud4C shall assume that the Customer does not fall under the ambit of the MSME Act to the extent provided above. The Customer shall defend, indemnify and hold Cloud4C harmless against any claims, costs and legal liability incurred by Customer as a result of Cloud4C's failure to notify Customer or comply with the requirements of this provision.

26.6   Stamp Duty

The Parties agree that the stamp duty payable on the Agreement shall be borne by the Customer.

26.7   Severability

The Parties acknowledge that if any provision of this Agreement is unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such unenforceable provision had never been contained herein.

26.8   Non-Disparagement.

The Customer hereby acknowledges and agrees that it will not and will ensure that its representatives, employees, agents, contractors, associates, group companies etc. do not in any form or manner carry out disparagement, negative characterization, defamation and/or any adverse public criticism of the Services, or question the business, integrity, veracity or personal or professional reputation of Cloud4C.

26.9   Agreement

All annexures to this Agreement are hereby incorporated in this Agreement. The Agreement is the complete and exclusive agreement between the Parties regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral. In the event of any conflict or inconsistency between the provisions of the Master Services Agreement, SLA, AUP, Purchase Order, or any other agreement entered between the Parties, the provisions of the Master Services Agreement shall prevail.

IN WITNESS WHEREOF EACH PARTY HAS EXECUTED THIS AGREEMENT ON THE DATES WRITEN BELOW:

Signed by: Signed by :

_____   _____

Name: N. Siva Senani   Name: _____

Position: Authorised Signatory   Position: _____

FOR AND ON BEHALF OF   FOR AND ON BEHALF OF

Cloud4C Services Prívate Limited   **Customer**