

CLLOUD COMMUNICATION SOLUTION AGREEMENT

THIS CLOUD COMMUNICATION SOLUTION AGREEMENT (hereinafter the “**Agreement**”) is made effective as of the date of acceptance (hereinafter the “**Effective Date**”), by and between:

CODEOFDUTY INNOVATIONS PVT. LTD., a company incorporated under the Companies Act, 2013, with its registered office at ACE 17, 4th Floor, CDAC Building, Technopark Phase 1 Campus, Kazhakuttom, Trivandrum, Kerala - 695581 (hereinafter “**we**”, “**us**”, “**our**”, “**Codeof-duty**” or “**COD**” or “**Ryng**” or “**Askerbot**”)

AND

Any entity, individual, or organization accessing or using the services provided by Codeof-duty (hereinafter “**you**”, “**your**” or “**Customer**”).

Codeof-duty and the Customer may also be referred to individually as a ‘party’ and collectively as the ‘parties’.

RECITALS

- I. Codeof-duty has established itself as a reliable provider in the communication technology sector, known for delivering tailored and streamlined solutions to enhance enterprise communication. Our commitment lies in streamlining communication processes for enterprises, ensuring they are organised, scalable, and cost-effective.
- II. Our solutions encompass a range of communication tools designed for modern businesses. These include customisable systems for managing voice communications, advanced call-handling features, integrated communication platforms, and solutions catering to enterprise-level communication's diverse needs.
- III. Codeof-duty is keen to extend its specialised communication solutions to the Customer. The Customer, recognising the potential benefits and efficiencies these solutions offer, is interested in leveraging them for their business.
- IV. In light of this mutual interest, Codeof-duty and the Customer agree to formalise this engagement through this Agreement.

TERMS AND CONDITIONS OF THE AGREEMENT

Customer and Codeof-duty agree as follows:

1. Definitions and Interpretation

1.1 **Definitions:** All capitalised terms used in the Agreement are defined in **Annexure A** of this Agreement.

1.2 Interpretation:

- (i) Words denoting the singular will include the plural and words denoting any gender shall include all genders.
- (ii) Headings and subheadings to clauses of this Agreement are for information only
- (iii) and will not form part of the operative provisions of this Agreement and will be ignored in construing any provisions of this Agreement.
- (iv) Any reference to “writing” shall include printing, typing, e-mail and other means of reproducing words in visible form as stipulated in this Agreement but will exclude text messaging via mobile phones.

2. Description of Product

When we refer to our “**Product**” in this Agreement, we mean:

- (i) our platform/s, user interface along with the related application programme interfaces (hereinafter referred to as “**API(s)**”);
- (ii) telephone numbers that we allocate to you (hereinafter referred to as “**Virtual Numbers**”);

- (iii) our browser extension and our software development kit;
- (iv) our mobile phone application; and
- (v) any document made available by Codeof duty to you relating to the Product or its use (hereinafter referred to as “**Documentation**”).

Our Product empowers customers to initiate, manage, track, record, and conduct conference calls, interactive voice response (IVR) calls, and other types of calls. Additionally, it enables the sending of SMS and messages through any available channel at any time. Users can also integrate various APIs our Product provides to develop new functionalities.

Explanation:

By “**APIs**” we mean a set of routines, protocols and tools enabled by Codeof duty which allow its customers to develop programs as per their requirements and/ or customise the Product to suit their needs. A list of our APIs is available at <https://docs.rvng.in>, or may be available on any other webpage, as may be notified from time to time.

By “**Virtual Numbers**”, we mean the telephone numbers provided by the telecommunication service providers to Codeof duty. In order to enable the use of the Product by Codeof duty’s customers, Codeof duty allocates Virtual Numbers to its customers.

3. Right to Use the Product

Codeof duty has agreed to grant to you a non-exclusive, non-transferable and revocable right to use the Product in accordance with the terms and conditions of this Agreement, and you agree to use the Product subject to such terms and conditions. The non-exclusive, non-transferable and revocable right to use the Product will cease to exist when this Agreement is terminated as per clause 21.2 (*Termination*) of this Agreement. It is clarified that Codeof duty is not creating any right or interest in the

Virtual Numbers in favour of the Customer or its Authorized Users under this Agreement except for the limited purpose of accessing and using the Product.

4. Restrictions and Limitations to the Right to Use the Product

You understand and agree to the following restrictions and limitations that are applicable to your right to use the Product under this Agreement:

- (a) The Product can be used only by you, through a person whom you may specifically authorise to use our Product, (hereinafter referred to as an “**Authorized User**”) for business communication purposes. It is further clarified that you or your Authorised User(s) are not permitted to resell the right to use our Product. You will assume all liability that arises from any misuse of our Product or breach of the provisions of this Agreement by your Authorised User(s).
- (b) The Product is not intended to support or carry emergency calls to any Emergency Services.
By “**Emergency Services**”, we mean services that allow a user to connect with emergency services available on numbers such as 100, 101, 102, 108, 181 or any other similar emergency services.
- (c) Being a public cloud user, you will share the Product/ Codeof duty’s telephony resources with all of our other customers. Your experience may vary depending on volumes from other customers.
- (d) The API Throttling Limit is set at 60 (sixty) requests/minute. Additionally, an API Burst Limit is established, which allows for up to 30% more than the API Throttling Limit or an additional 25 requests, whichever is lesser. Both the API Throttling Limit

and API Burst Limit may be increased based on a request from you.

By “**API Throttling Limit**”, we mean the maximum number of concurrent HTTP requests per minute from a particular account/user. Detailed information about the API can be found at <https://docs.ryng.in>, or any other webpage as may be notified from time to time.

By “**API Burst Limit**”, we mean a temporary allowance to exceed the API Throttling Limit, accommodating short-term spikes in usage. "Temporary" or "short-term" in this context typically refers to brief periods of usage that do not exceed a few seconds in total.

(e) The Product can handle up to a maximum of 130% (One Hundred and Thirty percent) of the Customer’s Normal Communication Volume at any instance of time.

By “**Normal Communication Volume**”, we mean the average concurrent call or SMS or messaging volumes as recorded in your previous billing period.

(f) Codeof duty is an intermediary and has no control over the manner in which you use the Product. You are required to use the Product in accordance with all the applicable laws.

(g) In order to give you a better experience and/or to deal with certain external factors, Codeof duty reserves the right to modify the attributes and resources available to the APIs from time to time, with advance notice of 15 (Fifteen) days. You will be notified about any such changes made to the API through e-mail to the primary admin and through popup notifications in the application.

Please note that Codeof duty will not be liable to you or any third party for such modifications to the API/(s) or any adverse effects (if any) that may result to you from such modifications.

(h) The Product may not be available to you for use in the event that you exceed your Credit Limit (defined below in clause 5.2), if applicable.

(i) We will not change or revoke the Virtual Numbers allocated to you unless:

- i. the Virtual Numbers are revoked by the telecommunication service provider; and/or
- ii. a regulatory authority prohibits the use of Virtual Number(s); and/or
- iii. the law requires us to do so.

(j) We will ensure that the Product is available for your use 24 (Twenty Four) hours a day and 7 (Seven) days a week, except in the case of planned maintenance or when the telecommunication service providers’ networks and servers are down. The functionality of the Product will also be subject to limitations, delays and other problems due to the use of external infrastructure, technology and services. You understand that we will not be responsible for any delays, default, or any other loss or damage caused by a person outside our control.

(k) Before beginning a planned maintenance, we will notify you at least 12 (Twelve) Normal Business Hours in advance.

By “**Normal Business Hours**”, we mean 10 A.M. to 6 P.M. Indian Standard Time (IST) each Business Day.

By “**Business Day**”, we mean a day other than a Saturday, Sunday or a

public holiday in Thiruvananthapuram, Kerala.

- (l) Codeof-duty may limit the number of Authorised Users as per the mutually agreed upon Pricing and Bill Plan (defined in clause 5.1).
- (m) Post termination of this Agreement, you and/or your Authorised User(s) will not use the Virtual Number(s) that were allocated to you under this Agreement and we will have the right to re-allocate such Virtual Number(s) to our other customers.
- (n) **Service Commitments:** We will make the Product available for your use as per our service commitments. Our service commitments are annexed herewith as **Annexure C** (“**Service Commitments**”).

5. Charges, Bill Plan, Credit Limit and Invoice

5.1 **Charges and Bill Plan:** You agree to pay the charges for the use of the Product (hereinafter referred to as “**Charges**”) in accordance with the pricing and the billing terms provided by Codeof-duty.

5.2 **Credit Limit:** Your current Credit Limit will be accessible through our Customer Success or Finance Team. You agree that it is your responsibility to ensure that the Credit Limit is not breached. Your Credit Limit may be modified by Codeof-duty during the use of your Product and the Term of this Agreement.

By “**Credit Limit**” we mean the maximum amount of credit that Codeof-duty may extend to you for the use of its Product.

5.3 **Revision of Charges:** Before making any upward revision of Charges, we will give you a 30 (Thirty) days prior written notice. However, in the event of any changes that result in a rise in input cost, we may revise the Charges payable by you on giving a 15 (Fifteen) days’ prior written notice. In case there is a dispute with respect to the revised Charges between the parties, the parties will try to resolve the dispute

through discussions from the date a party notifies of such dispute. In case the dispute about the revision of Charges stays unresolved, the parties can terminate this Agreement in accordance with clause 21.2 (*Termination*).

5.4 **Payment of Invoices:** Codeof-duty will raise an invoice for your use of the Product (hereinafter the “**Invoice**”) on or after the last day of each month, and you agree to clear payments towards the Invoice within thirty (30) days from the Invoice date. For services opted with an upfront payment model, Codeof-duty will issue the Invoice prior to the commencement of the usage period. Payment of such invoices is required upon receipt; the service will only commence following receipt of payment. Failure to make timely payment for upfront invoices will result in a delay or non-commencement of the service until payment is received.

5.5 **Disputed Invoice:** In the event you dispute any Invoice, in whole or in part, you will notify us within Seven (7) Business Days from the date of receipt of such an Invoice of your intention to do so.

Upon receipt of such a notification, parties will amicably discuss such a disputed Invoice and make all reasonable endeavours to resolve such a dispute. In the event such a dispute is resolved, where applicable, you will make the payment of the Invoice in accordance with the resolution within Thirty (30) Business Days from the date of the resolution. In the event that the parties fail to reach a consensus and the dispute persists beyond Twenty (21) days from the date it was notified, the parties may proceed with the dispute resolution mechanism provided under clause 26 of this Agreement.

5.6 **Pay As You Go Option:** Where applicable, you may choose to use the pay-as-you-go option instead of waiting for the monthly Invoice to make payments due on your account to Codeof-duty.

6. Codeof-duty's Representations and Warranties

We represent and warrant that:

- 6.1 **Valid Existence:** We are validly existing and in good standing under the applicable laws.
- 6.2 **Capacity to Execute the Agreement:** The signatory to this Agreement has the full right, power, authority and capacity to execute this Agreement on our behalf.
- 6.3 We shall not copy, modify, duplicate, mirror, republish, store, download, sell, transfer, assign, display or otherwise commercially exploit or distribute all or any portion of information which shall include but not be limited to information which belongs to another person and to which Codeof-duty does not have any right of use, store, process, disclose, transfer, deal with except in the manner to make effective use of the Product in this Agreement. Further, any information received from the Customer's end in course of pursuance of this Agreement shall be kept strictly confidential in accordance with the terms and conditions mentioned under this Agreement and shall not otherwise shared with any Codeof-duty's subsidiaries, affiliates, or any Third Parties.
- 6.4 We hereby state that we shall not transfer any kind of information received from Customer's end to any other persons and/or body corporate, in India without the due written consent of the Customer and under no circumstances to any person or body corporate located in any other country.
- 6.5 Codeof-duty hereby represents and warrants that it shall protect the privacy of any and all information received from the Customer's end in accordance will all applicable laws.
- 6.6 Notwithstanding the above, Codeof-duty undertakes that it shall ensure that any personal data/ digital personal data that it comes across in pursuance of the Services under this Agreement shall be kept as

absolutely confidential and shall not be shared with any person. Codeof-duty undertakes that it shall process any and all personal data which it comes across in pursuance of this Agreement in strict compliance with all applicable laws and regulations including without limitation Information Technology Act, 2000 and rules made there under including but not limited to those under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("SPDI Rules"), as amended, modified or substituted from time to time) and the Digital Personal Data Protection Act, 2023.

7. Customer's Representations and Warranties

- 7.1 You represent and warrant that you and/or your Authorised User(s):
 - (i) will use the Product in accordance with applicable laws and this Agreement;
 - (ii) will not copy, modify, duplicate, mirror, republish, download, transmit, license, sell, transfer, assign, display or otherwise commercially exploit or distribute all or any portion of the Proprietary Technology and the Product in any form, or assist third parties in obtaining access to the Product, or build a product or service which competes with the Product;
 - (iii) will ensure that the Customer Data (defined below in clause 9) is accurate and legally sourced;
 - (iv) will protect the privacy of the information collected/received by you through the use of our Product;
 - (v) have read, understood and grant your consent to our privacy policy which is located at <https://bit.ly/cod-pp> ("**Privacy Policy**"). The location of the Privacy Policy

- may be changed from time to time. You will be kept notified of any such change. Further, you also agree to share our Privacy Policy with every person whose information will be processed by us on your behalf during the course of your use of the Product;
- (vi) will only make call recordings and use such call recordings in accordance with the applicable laws;
 - (vii) agree not to use our Product to host, display, upload, modify, publish, transmit, update or share any information that:
 - (a) belongs to another person and to which you do not have any right of use;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or is otherwise unlawful in any manner whatsoever;
 - (c) harms minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights (whether ours or of any other person);
 - (e) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (f) impersonates another person;
 - (g) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting to any other nation;
 - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and/or
 - (i) violates any law for the time being in force;
 - (viii) agree to take approval of the Sender ID from our Customer Success Team before sending out any Transactional Messages via SMS. Further, you agree to send out a Transactional Message to a Subscriber pertaining to your services or activities only in response to a verifiable request from such a Subscriber and/or in accordance with applicable law (as amended from time to time)

By "**Sender ID**", we mean the sender ID created by you in accordance with the applicable law including Telecom Commercial Communications Customer Preference Regulations, 2010 (as amended from time to time) that you propose to use for sending the Transactional Message(s).

By "**Transactional Message(s)**", we mean the transactional message(s) as defined under the Telecom Commercial Communications Customer Preference Regulations, 2010 (as amended from time to time) or any other law enacted from time to time.
 - (ix) agree not to use our Product to make a conference call or send a message to any Subscriber registered under the NDNCR and/or NCPR or any other applicable customer preference-based do-not-disturb database for sharing any unsolicited commercial communication (except in accordance with the applicable law);
 - (x) will not use the Product to collect or process personal data of a data subject (who is in the European Union) in the course of an activity which falls within the scope of European Union law;
 - (xi) has obtained and will continue to obtain clear written consent from every person for (i) the purpose and (ii) the duration for which their information will be processed by us on your behalf during the course of your use of the Product. This consent may be through letter or email, or any other manner prescribed by the applicable data

protection law. You and your Authorised User(s) also agree to provide a copy of the aforementioned written consent to us immediately, upon request, and in such a manner so as not to cause Codeof-duty or a service provider of Codeof-duty, to be in violation of any applicable laws;

- (xii) collect information in accordance with applicable data protection laws; and/or
 - (xiii) will not use our Product, knowingly or unknowingly, to distribute and/or transmit and/or cause to be accessible, false and/or misleading information resulting in consumer loss.
- 7.2 You are validly existing and in good standing under the applicable laws.
- 7.3 You and the signatory of this Agreement have the full right, power, authority and capacity to enter into this Agreement.

8. Know Your Customer Obligations:

You agree to provide us with complete and accurate KYC information as per the requirements communicated to you via email. This includes but is not limited to, documents such as proof of identity, address proof, your incorporation certificate, and any other relevant documentation that may be requested from time to time.

The details about your company, such as your registered company address, company and director PAN card, tax deduction and collection account number (TAN), goods and services tax (GST) number, and other pertinent details, are to be provided through email communication as directed by us.

All KYC documents and company information must be sent to the specified email address provided by us and should be in the formats and standards as requested. It is your responsibility to ensure that all documents and information provided are up-to-date, accurate, and comply with the relevant legal and regulatory requirements.

9. Data Sharing

- 9.1 During the Term of this Agreement, you will be able to download Customer Data and Codeof-duty Data for the previous 6 (Six) months. Customer Data and Codeof-duty Data beyond this period may be made available to you on request if commercially feasible.

By “**Customer Data**”, we mean the data provided by you and/or your Authorised User(s) in the course of your use of the Product. Customer Data will include (as applicable) phone numbers, email addresses and names provided by you or your Authorized User(s) in relation to your use of the Product.

By “**Codeof-duty Data**”, we mean the data automatically generated and recorded by platform/s pursuant to your and/or your Authorised User(s)' use of the Product, which includes but is not limited to billing and pricing information, metadata, activities that you or your Authorised User(s) do in creating workflows, SMS templates, audio uploads and activities performed either by you or your Authorized User(s) in and during a call such as dual-tone multi-frequency key access and details of the Authorized Users.

- 9.2 Customer Data and Codeof-duty Data will be treated as Confidential Information (defined in clause 17 below) and subject to the confidentiality obligations set out in clause 17 (*Confidentiality Obligations*) of this Agreement; the Customer Data and Codeof-duty Data will be handled in accordance with our Privacy Policy located at <https://bit.ly/cod-pp> (or maybe available at another location, as indicated from time to time).
- 9.3 Before terminating this Agreement in accordance with clause 21.2 (*Termination*), you will be responsible for downloading the Customer Data and Codeof-duty Data for your records.
- 9.4 In the event this Agreement is terminated by us in accordance with clause 21.2 (b) (*Termination*), we will provide you a reasonable time window of fifteen (15) days

to download Customer Data and Codeof-duty Data, where permitted by law.

- 9.5 On termination of the Agreement, your Customer Data and Codeof-duty Data will be deleted as soon as reasonably possible and in any case within a period of 7 days from the date of termination or request from the Customer. However, it is clarified that we will retain Customer Data and Codeof-duty Data if required by applicable laws.

10. Customer Support Services:

Our Customer Success Team will provide you with Customer Support Services for any queries or issues that you or your Authorised User(s) may have in relation to the Product. Our support services policy is located at <https://bit.ly/cod-tos> or may be available at another location, as indicated from time to time. (“**Support Services Policy**”).

By “**Customer Success Team**”, we mean the concerned Codeof-duty team that provides Customer Support Services. Our Customer Success Team’s mission is to provide workarounds and solutions during Product downtimes and be generally available to assist our customers.

By “**Customer Support Services**” we mean the support services provided by us to you in accordance with our Support Services Policy.

11. Point of Contact

You will provide us with the name, designation, e-mail address and phone coordinates of your employee or representative who will be responsible for coordinating with us for the purposes of this Agreement at the Company Info page.

12. Publicity:

You agree to grant us the right to use your brand name(s) and logo(s) on our Website and other marketing material for which prior written consent may be taken solely for marketing purposes.

13. Product Access:

You and your Authorized Users agree to regularly regenerate the Product Access Keys and login passwords through our dashboard or with assistance from our customer success team in order to prevent unauthorised access to our Product through your account. The Customer shall make best efforts to prevent any unauthorized access of the Product Access Key. However, in the event there is unauthorised access of Product Access Key, the Customer shall promptly notify Codeof-duty and shall assist Codeof-duty in rectifying the same. In the event of any unauthorised access, you agree to indemnify us against all claims, loss, or damage arising from such unauthorised access. Additionally, you agree to pay the Charges for the use of the Product resulting from such unauthorised access.

By “**Product Access Key**”, we mean unique and private API credentials required to access and utilise the functionalities of our Product.

14. Regulatory Violation

Notwithstanding any other provision of this Agreement, you agree to indemnify us against any liability that we may accrue due to a violation of the Regulations and other applicable law by you and/or your Authorised User(s) while using our Product, such as by sending out Promotional Message/(s) or Transactional Message/(s) or making conference calls for communicating unsolicited commercial information to any Subscriber registered under the NDNCR and/or NCPR and/or such similar consumer preference-based do-not-disturb database or register, without first obtaining their necessary consent in the appropriate manner under applicable law.

15. Regulatory Disclosure:

You understand and agree that in order to comply with the applicable laws, we may either review or disclose the content of the conference calls or messages transmitted by you and/or your Authorised User(s) using our Product under this Agreement and perform any other act, as may be required

by law from us. On request, your point of contact will provide all information that we seek within One (1) Business Day. You agree to provide all information required for compliance with the applicable laws and in such a manner and in such a timeline as not to cause Codeof duty or a service provider of Codeof duty to be in violation of any applicable laws.

16. Intellectual Property Rights

You acknowledge that we own and have the right to use all the Intellectual Property Rights in our Product. We are only granting to you a limited right to use our Product (as stipulated in clause 3 (*Right to Use the Product*)) in accordance with this Agreement and are not granting to you any Intellectual Property Rights in our Product (including any new software, content, corrections or enhancements, adaptations and additions made in relation to our Product).

You will not, at any time claim and/or apply for any right in and right to our Product and any new software, content, corrections or enhancements, adaptations and additions in respect of our Product. You have agreed to assign to us all present and future rights (including Intellectual Property Rights), title and interests, in, over and upon any and all content, corrections or enhancements, adaptations and additions in relation to our Product in India or any part of the world. You also agree that the rights assigned to us by you are absolute, exclusive, perpetual and irrevocable. We will be entitled to transfer the rights to any person and use it anywhere in the world without requiring any interference or interruption from you.

17. Confidentiality Obligations

17.1 Parties agree that:

“Confidential Information” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (hereinafter referred to as the **“Disclosing Party”**) to the other party (hereinafter referred to as the

“Receiving Party”) concerning or related to this Agreement, Product or the Disclosing Party (whether before, on or after the Effective Date), be it expressly designated as confidential or not and that which may reasonably be inferred/ considered to be confidential from its nature or circumstances surrounding its disclosure. It is clarified that Confidential Information will include without limitation: (a) any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to the Product; activities related to marketing, finance, operations; and our vendors/service providers; (b) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords a party a competitive advantage over its competitors; and (c) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable.

17.2 The Receiving Party will maintain in confidence the Confidential Information of the Disclosing Party. The Receiving Party will use the same degree of care in protecting the Disclosing Party’s Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorised use or disclosure, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party’s obligations under this Agreement. Further, it is clarified that the Receiving Party may disclose the Confidential Information to its employees, advisors, professional consultants and lawyers (hereinafter referred to as **“Representative/(s)”**) on a strictly need-to-know basis, provided such Representative/(s) have entered into a

non-disclosure or other confidentiality agreement with the Receiving Party containing terms substantially similar to the terms of confidentiality contained in this Agreement.

- 17.3 Confidential Information will not include information that: (a) is in or enters the public domain without breach of the provisions of this Agreement through no fault of the Receiving Party; (b) the Receiving Party can demonstrate (from the files/documents in existence at the time of disclosure) was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (e) is required to be disclosed to our service providers, including payment gateway providers, pursuant to a legal proceeding or investigation; or (f) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by and practical under the circumstances, Receiving Party will provide to the Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure; or if prior notice is not permitted or practical under the circumstances, a prompt notice of such disclosure.

18. Limitation of Liability

Either party will not be liable to you or any third party for any indirect, special, incidental, exemplary, punitive or consequential damages of any kind, including but not limited to loss of profits, loss of use, loss of revenue, loss of goodwill, interruption of business, arising out of or in connection with this Agreement, whether in contract, tort, strict liability or otherwise, even if we have been advised as such or are

otherwise aware of the possibility of such damages. Except for gross negligence, fraud, willful misconduct, breach of applicable law and breach of any personal data/ digital personal data to the maximum extent permitted by law, either party's total liability arising out of or in connection with this Agreement will be limited to the actual direct loss incurred by you, up to a limit of Rupees Three Lacs (INR 3,00,000/-).

Please note that multiple claims will not expand this limitation. This clause will be given full effect even if any remedy specified in this Agreement in general is deemed to have failed of its essential purpose.

It is clarified that we will not be liable to you and/or your Authorized User(s) for any loss or liability that may accrue to your Authorised User(s) from the use of our Product.

Except as expressly and specifically provided in this Agreement, you assume sole responsibility for the results obtained and conclusions drawn from the use of the Product by you.

19. Indemnity Obligations

Subject to clause 18 (*Limitation of Liability*) of this Agreement, Codeof duty and the Customer agree that:

Either party (hereinafter referred to as the "**Indemnifying Party**"), at your sole expense, will defend, indemnify and hold the other party, our directors and employees (collectively referred to as the "**Indemnified Party**") harmless from and against any, damages, losses, settlements, liabilities, penalties, fines, costs and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action or proceeding (hereinafter referred to as the "**Claim**") against the other party arising from or related to a breach or alleged breach of any provision of this Agreement by the first-mentioned Party.

The Indemnifying Party's indemnification obligations under this clause 19 are conditioned upon the Indemnified Party: (a) giving notice of the Claim to the Indemnifying Party once the Indemnified Party becomes aware of the Claim; (b) granting control of the defence (including, but not limited to, selection and management of counsel) and settlement of the Claim to the Indemnifying Party (except that the Indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to the Indemnified Party). However, it is clarified that the Indemnified Party reserves the right to select and appoint its separate counsel in connection with the Claim. It is further clarified that if, in the Indemnified Party's view, the Indemnifying Party has not responded to and/or defended the Claim to the satisfaction of the Indemnified Party, the Indemnified Party reserves the right to assume control of the defence at the cost of the Indemnifying Party; and (c) providing reasonable cooperation to the Indemnifying Party and, at the Indemnifying Party's request and expense, assistance in the defence or settlement of the Claim.

20. Warranty

Without limiting the Parties express warranties and obligations under this Agreement, either Party hereby disclaims any and all other warranties, express or implied, including but not limited to warranties of merchantability, title, non-infringement, and fitness for a particular purpose and warranties related to third-party equipment, material, services or software. Our Product is provided on an "as is" basis to the fullest extent permitted by law. To the extent this disclaimer conflicts with applicable law, the scope and duration of any applicable

warranty will be the minimum permitted under that law.

21. Term and Termination

21.1 **Term:** This Agreement will commence from the Effective Date and will remain in force unless terminated in accordance with the provision of clause 21.2 (**Termination**) below ("**Term**").

21.2 Termination:

- (a) Subject to clause 21.2 (d) of this Agreement you may terminate this Agreement by giving us an advance written notice of 30 (Thirty) days.
- (b) You also agree that we may temporarily stop providing the Product to you or terminate the Agreement with immediate effect if: (i) you fail to pay an amount that is due as per clause 5 (*Charges, Bill Plan, Credit Limit and Invoice*) of this Agreement; Either Party may terminate the Agreement if (ii) there is a breach or alleged breach of the representations and warranties given by the other Party in this Agreement; (iii) there is a breach or alleged breach of any of the provisions of this Agreement if such breach is not capable of being remedied. Provided however that, in the event of a curable breach, the Party committing the breach will cure the breach within Fifteen (15) days from the date of issuance of a written intimation of the same, at the end of which if the breach continues, this Agreement will automatically come to an end; (iv) Either Party suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business; (v) Either Party's relevant license(s) get suspended or revoked; (vi) you withdraw your consent to our Privacy Policy; (vii) either you or we file a petition for bankruptcy; (viii) our Product comes under a government or regulatory scrutiny or investigation, or if there is a reasonable anticipation of the same; (ix) there is a dispute between the parties and the parties fail to reach a consensus and the dispute persists beyond Twenty (21)

days from the date it was notified; (x) our connectivity service provider(s) suspend or terminate their connectivity services to us; and/or (xi) any law, regulation or a governmental or judicial order/ direction requires us to do so.

- (c) You agree that we may terminate this Agreement, without cause, by providing you an advance notice of 30 (Thirty) days.
- (d) On termination of this Agreement for any reason, any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination will not be affected or prejudiced (including but not limited to our right to be paid for the use of our Product).

21.3 Payment Terms and Billing Structure:

- (a) **Pricing Plan Term:** This Agreement is entered into with a lock-in period of two (2) years from the Effective Date. The client is obligated to pay the full amount for the entire lock-in period as per the terms agreed upon herein, irrespective of the actual usage or continued use of the software.
- (b) **Payment Terms:** Upon signing this Agreement, 50% of the total amount is payable upon receipt of the invoice. The remaining 50% is due six (6) months from the invoice date. This payment structure is provided as an extended credit period and does not affect the client's liability to pay the full amount for the two-year lock-in period from day one.
- (c) **Renewals:** Upon completion of the period mentioned in 21.3(a), unless renegotiated by both parties, the pricing plan shall automatically renew for subsequent two-year terms. The renewal fee must be paid upfront. Renewals will be based on the current user count in the account or higher.
- (d) **Annual Billing Structures:** Fees for users are charged annually in advance, based on the selected user count at the time of contract signing or renewal. Charges related to calls and other consumables are billed monthly. The billable pulse for

calls begins when one leg of a call is successfully connected through the Virtual Number (VN). Each connection made through a VN constitutes a 'call leg'. For example, a call involving an agent and a customer via a VN counts as two legs. The addition of another party, such as a sales coach, introduces a third leg, indicating three individuals connected through the VN.

- (e) **Addition of Users:** Additional users can be added at any point during the contract term. The fee for these additional users must be prepaid and calculated based on the remaining duration of the primary contract.
- (f) **Bill Adjustments:** Any surplus or deficit in billed amounts between parties will be adjusted in subsequent bills.

22. Survival

Notwithstanding anything else contained in this Agreement, you agree that clauses 6 (*Codeof duty's Representations and Warranties*), 7 (*Customer's Representations and Warranties*), 16 (*Intellectual Property Rights*), 17 (*Confidentiality Obligations*), 18 (*Limitation of Liability*), 19 (*Indemnity Obligations*), 20 (*Warranty*), 25 (*Governing Law*) and 26 (*Dispute Resolution*) and such other clauses which by their nature and context are intended to remain binding post the termination of the Agreement, will survive and remain in effect even after the Agreement is terminated.

23. Third-Party Providers

You acknowledge and agree that third parties may use our APIs to develop their own solutions or applications.

You understand that any such third-party solutions, applications, or automated processes are not provided by us and are outside of our control. Therefore, your access to, use of, or reliance on any such third-party developments is solely at your own risk.

We are not responsible for the functionality, reliability, or any aspect of these third-party developments. We shall not be liable for any loss, damage, claims, or expenses arising from your use of these third-party solutions or applications, whether they are built using our APIs or through automation of our Product's user interface.

24. Entire Agreement

This Agreement and its annexures constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

25. Governing Law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the laws of India.

26. Dispute Resolution:

We believe that any dispute can be resolved through communication. In case of any grievance, before taking recourse to the legal remedies available to you in law, please try contacting our Customer Success Team.

Each party irrevocably agrees that the courts of Trivandrum, India, will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

27. Restrictions on Transfer

Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by a party, by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, each party will have the right to assign this Agreement to any successor to substantially all of its business or assets, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to the foregoing, this Agreement will be binding upon and will insure to the benefit of the parties and their respective representatives, administrators, successors and permitted assigns.

28. Invalid Provision

If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced if required, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

29. Nature of Relationship

Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party as the agent, franchisor, franchisee, employee, representative, owner or partner of the other party, or authorise any party to make or enter into any commitments for or on behalf of any other party, and the relationship between the parties will only be that of independent contractors.

30. Notices

All notices, requests, demands and other communications which are required or may be given under this Agreement will be in writing and will be deemed to have been duly given: when received if personally delivered and an acknowledgement in writing is obtained; when transmitted, if transmitted by e-mail; upon receipt of acknowledgement, if sent by registered post with acknowledgement due. In each case, notice will be sent to the respective addresses of the parties. Any change in the address of a party should be notified to the other party, or to such other place, email address or fax number as either party may designate as to itself by written notice to the other.

31. Counterpart

This Agreement may be executed: (i) in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument; and (ii) by the parties by exchange of signature pages by mail or email.

32. Modification and Waivers:

No modification, addition, deletion or waiver of any rights under this Agreement will be binding on a party unless made in writing, clearly understood by the parties to be a modification, addition, deletion or waiver and signed by a duly authorised representative of each party.

No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

33. Force Majeure

Except for the obligation related to payment of Charges, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, government actions, war, civil disturbance, insurrection, sabotage, shortage of energy, or equipment, disruption of communication network/(s) or cloud storage facilities (hereinafter referred to as the “**Force Majeure Event**”). Provided, however, that if a Force Majeure Event occurs, the affected party will, as soon as practicable:

- (i) notify the other party of the happening of the Force Majeure Event and its impact on the performance of the obligations of the affected party under this Agreement; and
- (ii) use all reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

34. Beta Release

- (i) We may make new services available to you on a trial basis at no additional cost for a limited period of time (hereinafter, the “**Trial Period**”), which will be determined at our sole discretion (hereinafter, the “**Beta Version Service**”).
- (ii) You understand and agree that the Beta Version Service does not form part of our Product. You also understand and agree that Codeof duty has no obligations towards you and/or your Authorised User(s) in relation to the use of our Beta Version Service.
- (iii) While using a Beta Version Service, your experience may vary from time to time. We may make modifications to a Beta Version Service several times during the Trial Period so as to improve customer experience.
- (iv) You and/or your Authorised User(s) agree to use a Beta Version Service only in accordance with applicable law.

- (v) You agree that once the Trial Period for a Beta Version Service is over and we choose to release the Beta Version Service as a regular service/feature of our Product (hereinafter, the **“New Feature”**), the use of this New Feature by you will be chargeable at a price that will be notified to you before the release of the New Feature (hereinafter, **“New Feature Charge”**). You understand and agree that if after the Trial Period, you choose to use the New Feature, the New Feature Charge will be added to your Pricing and Bill Plan (as defined in clause 5 of this Agreement) automatically and this modification to the Pricing and Bill Plan will not be treated as a revision of charges under clause 5.2 (Revision of Charges) of the Agreement or a modification of this Agreement.
- (vi) Depending upon the nature of a Beta Version Service or a New Feature, you may be required to adhere to certain specific terms and conditions with respect to any particular Beta Version Service or New Feature. We will notify you about such specific terms and conditions of use at the time of the release of a Beta Version Service or a New Feature. By using a Beta Version Service and/or a New Feature, you will be deemed to have consented to such specific terms and conditions of use of a Beta Version Service and/or a New Feature (as the case may be) and no written consent will be required.

ANNEXURE A

DEFINITIONS

(a)	Agreement:	Agreement means this Cloud Communication Solution Agreement including all its annexures and schedules, as amended from time to time.
(b)	API Throttling Limit:	API Throttling Limit will have the meaning ascribed to it in clause 4 (d) (<i>Restrictions and Limitations to the Right to Use the Product</i>) of this Agreement.
(c)	API(s):	API(s) will have the meaning ascribed to it in clause 2 (<i>Description of Product</i>) of this Agreement.
(d)	Authorised User(s):	Authorised User(s) will have the meaning ascribed to them in clause 4 (a) (<i>Restrictions and Limitations to the Right to Use the Product</i>) of this Agreement.
(e)	Beta Version Service:	Beta Version Service will have the meaning ascribed to it in clause 34 (<i>Beta Release</i>) of this Agreement.
(f)	Business Day:	Business Day will have the meaning ascribed to it in clause 4(k) (<i>Restrictions and Limitations to the Right to Use the Product</i>) of this Agreement.
(g)	Charges:	Charges will have the meaning ascribed to it in clause 5.1 (<i>Charges, Bill Plan, Credit Limit and Invoice</i>) of this Agreement.
(h)	Claim:	Claim will have the meaning ascribed to it in clause 19 (<i>Indemnity Obligations</i>) of this Agreement.
(i)	Company Info Page:	Company Info Page will have the meaning ascribed to it in clause 8 (<i>Know Your Customer Obligations</i>) of this Agreement.
(j)	Confidential Information:	Confidential Information will have the meaning ascribed to it in clause 17.1 (<i>Confidentiality Obligations</i>) of this Agreement.
(k)	Customer:	Customer will have the meaning ascribed to it in the description of parties.
(l)	Customer Data:	Customer Data will have the meaning ascribed to it in clause 9.1 (<i>Data Sharing</i>) of this Agreement.
(m)	Customer Happiness Team:	Customer Happiness Team will have the meaning ascribed to it in clause 10 (<i>Customer Support Services</i>) of this Agreement.
(n)	Customer Support Services:	Customer Support Services will have the meaning ascribed to it in clause 10 (<i>Customer Support Services</i>) of this Agreement.
(o)	Disclosing Party:	Disclosing Party will have the meaning ascribed to it in clause 17.1 (<i>Confidentiality Obligations</i>) of this Agreement.
(p)	Documentation:	Documentation will have the meaning ascribed to it in clause 2 (<i>Description of Product</i>) of this Agreement.
(q)	Effective Date:	Effective Date will mean the date stated in the description of parties, on which this Agreement will come into effect.
(r)	Emergency Services:	Emergency Services will have the meaning ascribed to them in clause 4 (b) (<i>Restrictions and Limitations to the Right to Use the Product</i>) of this Agreement.
(s)	Virtual Numbers:	Virtual Numbers will have the meaning ascribed to them in clause 2 (<i>Description of Product</i>) of this Agreement.
(t)	Codeof-duty:	Codeof-duty will mean CODEOFDUTY INNOVATIONS PVT. LTD.
(u)	Codeof-duty Data:	Codeof-duty Data will have the meaning ascribed to it in clause 9.1 (<i>Data Sharing</i>) of this Agreement.

(v)	Product Access:	Product Access will have the meaning ascribed to it in clause 13 (<i>Product Access</i>) of this Agreement.
(w)	Force Majeure Event:	Force Majeure Event will have the meaning ascribed to it in clause 33 (<i>Force Majeure</i>) of this Agreement.
(x)	Indemnified Party:	Indemnified Party will have the meaning ascribed to it in clause 19 (<i>Indemnity Obligations</i>) of this Agreement.
(y)	Indemnifying Party:	Indemnifying Party will have the meaning ascribed to it in clause 19 (<i>Indemnity Obligations</i>) of this Agreement.
(z)	Intellectual Property Rights:	Intellectual Property Rights mean any and all now known or hereafter existing: (i) rights associated with works of authorship worldwide, including exclusive exploitation rights, copyrights, moral rights, derivative works and adaptations from the source code and mask works; (ii) trademark, trade name and company name rights; (iii) trade secret rights; (iv) patents, designs, algorithms, and other industrial property rights and additions thereto; (v) other intellectual property and proprietary rights of every kind and nature, throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (vi) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.
(aa)	KYC:	KYC will have the meaning ascribed to it in clause 8 (<i>Know Your Customer Obligations</i>) of this Agreement.
(bb)	New Feature:	New Feature will have the meaning ascribed to it in clause 34 (<i>Beta Release</i>) of this Agreement.
(cc)	New Feature Charge:	New Feature Charge will have the meaning ascribed to it in clause 34 (<i>Beta Release</i>) of this Agreement.
(dd)	Normal Business Hours:	Normal Business Hours will have the meaning ascribed to them in clause 4(k) (<i>Restrictions and Limitations to the Right to Use the Product</i>) of this Agreement.
(ee)	NCPR or National Customer Preference Register:	NCPR or National Customer Preference Register will have the meaning ascribed to it in the Regulations.
(ff)	Normal Communication Volume:	Normal Communication Volume will have the meaning ascribed to it in clause 4 (e) (<i>Restrictions and Limitations to the Right to Use the Product</i>) of this Agreement.
(gg)	NDNCR or National Do Not Call Register:	NDNCR or National Do Not Call Register will have the meaning ascribed to it in the Telecom Unsolicited Commercial Communications Regulations, 2007, as amended from time to time.
(hh)	Pricing and Bill Plan:	Pricing and Bill Plan will have the meaning ascribed to it in clause 5.1 (<i>Charges, Bill Plan and Audit Rights</i>) of this Agreement.
(ii)	Product:	Product will have the meaning ascribed to it in clause 2 (<i>Description of Product</i>) of this Agreement.
(jj)	Proprietary Technology:	Proprietary Technology will have the meaning ascribed to it in clause 7.1 (ii) (<i>Customer's Representation and Warranty</i>) of this Agreement.
(kk)	Receiving Party:	Receiving Party will have the meaning ascribed to it in clause 17.1 (<i>Confidentiality Obligations</i>) of this Agreement.

(ll)	Regulations:	Regulations will mean the Telecom Commercial Communications Customer Preference Regulations, 2010, as amended from time to time.
(mm)	Sender ID:	Sender ID will have the meaning ascribed to it in clause 7.1 (viii) (<i>Customer's Representation and Warranty</i>) of this Agreement.
(nn)	Subscriber:	Subscriber will mean a person or legal entity who has subscribed to a telecom service provided by a licensed telecom service provider.
(oo)	SMS:	SMS will mean a service for sending short messages to mobile devices, including cellular phones, smartphones and personal data assistant devices (PDAs).
(pp)	Term:	Term will have the meaning ascribed to it in clause 21.1 (<i>Term and Termination</i>) of this Agreement.
(qq)	Transactional Message(s):	Transactional Message(s) will have the meaning ascribed to them in clause 7.1 (viii) (<i>Customer's Representation and Warranty</i>) of this Agreement.
(rr)	Trial Version:	Trial Version will have the meaning ascribed to it in clause 34 (<i>Beta Release</i>) of this Agreement.
(ss)	URL:	URL will mean a uniform resource locator which provides a way to locate a resource, including a web page, on the world wide web through the internet.
(tt)	Website:	Website will mean Codeofduty or its platform/s website accessible at www.codeofduty.in or www.ryng.in or www.askerbot.com .

ANNEXURE B
KNOW YOUR CUSTOMER

KYC docs for Registered Companies		
Acceptable documents		Formats for upload
Company PAN card	Self-signed copy of company PAN card (or) Owner's PAN card	png, gif, jpeg, pdf
Certificate of Incorporation	Self-signed copy of the company's certificate of incorporation / Passport copy of the owner	png, gif, jpeg, pdf
Company address proof	One of the following documents self-signed Post-paid phone bill Rental agreement Nationalized bank's most recent (This month) statement	png, gif, jpeg, pdf
Photo identity	For upload: Passport photo of one of the Directors	png, jpeg, pdf
GST	GST Registration certificate	png, gif, jpeg, pdf
Bank Account Details	Details of the bank including Bank Name, Accouns number, IFSC Code and Branch and cancelled cheque	png, gif, jpeg, pdf

ANNEXURE C

SERVICE COMMITMENTS POLICY

We will make reasonable efforts to ensure that our Product enables you to:

- i. receive calls made to a Virtual Number (hereinafter referred to as “**Inbound Calls**”) 99% (Ninety Nine percent) of the time in the given calendar month;
- ii. make calls using a Virtual Number (hereinafter referred to as “**Outbound Calls**”) 99% (Ninety Nine percent) of the time in the given calendar month; and
- iii. send outbound SMSs or other messages (hereinafter referred to as “**Outbound SMSs**”) 99% (Ninety Nine percent) of the time in the given calendar month,

(hereinafter referred to as “**Monthly Uptime Percentage**”).

If you do not receive the Monthly Uptime Percentage as stated above, you will be eligible to receive a Service Credit. The “**Service Credit**” will be a rupee credit that Codeof-duty will credit back into your account when you become eligible for it. The manner in which you can apply for Service Credit and your eligibility for Service Credit is given below in this policy.

The Monthly Uptime Percentage received by a customer for a Virtual Number (hereinafter referred to as the “**Actual Monthly Uptime Percentage**”) is calculated by subtracting from 100% (One Hundred percent) of the time in the given calendar month, the percentage of such continuous 5 (Five) minutes periods during which the Product/API(s) was not available for use by the customer (hereinafter referred to as “**Unavailable Time**”) as recorded/tracked by the Product’s performance and monitoring services (hereinafter referred to as the “**Monitoring Services**”). Please note that any performance issue faced by you from the Product or API(s) due to issues listed as Exclusions (set out below) will not be considered as Unavailable Time.

Application for Service Credit

To apply for a Service Credit, you need to submit a ticket via e-mail to support@ryng.in within 30 (Thirty) days of the concerned month (hereinafter referred to as the “**Ticket**”) in which the Unavailable Time had occurred. The ticket must include:

- (i) “**SLA Claim**” as the subject line of the ticket e-mail;
- (ii) List of the dates and time periods of the Unavailable Time for which you are requesting Service Credit; and
- (iii) any other related document/information that you may have, to establish the outage/unavailability of our Product and API(s) during the periods of time claimed by you.

Establishing Eligibility for Service Credit

Once you have submitted a Ticket to claim for Service Credit, the Monitoring Services will review and compare your claim to our internal records. If the Monitoring Services confirm the nature and accuracy of the Unavailable Time as claimed by you for a given month, we will credit your account with a Service Credit for an amount equal to a percentage (mentioned in the table below) of Charges levied on your use of the corresponding Product (inbound calling, outbound calling or outbound SMS) in the billing cycle concerning that given month, as defined by this table:

a.

Service	Monthly Uptime Percentage	Service Credit
Inbound Calls	Less than 99%	5%
Outbound Calls	Less than 99%	5%
Outbound SMSs	Less than 99%	5%

b. Service Credit will be issued to your account for future use only. No refunds or cash value will be provided by us. Service Credits of a customer account cannot be transferred or applied to any other account, whether or not allotted to the same customer.

Exclusions to Calculation of Unavailable Time

Please note that while calculating the Actual_Monthly Uptime Percentage received by you and eligibility for Service Credit in each calendar month, any Unavailable Time that had occurred because of any unavailability, suspension, termination or any other performance-related issues of the Product and API(s), due to any of the following issues will be discredited/excluded from such calculation:

- (i) Issues caused by factors outside of our reasonable control and/or our direct hosting subcontractor(s), including without limitation, any Force Majeure Event, carrier related problems or issues, internet access or such other related problems (i.e. issues beyond the point in the network where we maintain access and control over our Product); or
- (ii) Issues that result from any action(s) or inaction(s) by you or your Authorised User(s) or any third party (other than our direct hosting subcontractor(s)); or
- (iii) Issues that result from applications, equipment, software or other technology and/or third party equipment, software or other technology not in our control; or
- (iv) Issues that may arise from our right to stop providing you the Product in accordance with the terms of the Agreement; or
- (v) Issues arising due to scheduled maintenance; or
- (vi) Issues related to alpha, beta or not otherwise generally available features or products.

(clauses (i) to (vi) hereinafter collectively referred to as the “Exclusions”).

Please note that Service Credits as described in this policy will be your sole and exclusive remedy for any unavailability or non-performance of the Product or other failure by Codeof duty to provide the Product