

MASTER SERVICE AGREEMENT

Dated [●] of [●], 2026

BY AND BETWEEN

Ctrl S Datacenters Limited

(‘Service Provider’)

and

[Name of the Customer]

(‘Customer’)

MASTER SERVICE AGREEMENT

This Master Service Agreement (“**Agreement**” or “**MSA**”) dated as of this [●] day of [●], 2026 is made by and between Ctrl S Datacentres Limited, a company registered under the laws of India with its primary offices situated at Plot No.16, Software Units Layout, Madhapur, Hyderabad- 500081 (hereinafter referred to as “**Service Provider**” which expression shall include its successors and assignees) and [●], a company incorporated under laws of [●] and having its primary offices situated at [●] (hereinafter referred to as the “**Customer**” which expression shall include its successors and permitted assignees) shall become effective from [●] (“**Effective Date**”).

Service Provider and Customer shall individually be referred to as a “**Party**” and collectively as “**Parties**”.

The Parties agree that as of the Effective Date, this Agreement shall constitute the complete exclusive statement of the agreement between them and that this Agreement shall supersede and replace any prior agreements between the Parties regarding the subject matter herein.

WHEREAS this Agreement describes the terms and conditions under which the Customer will obtain Service Provider’s Services (*defined later*) and the Parties intend that any specific business transactions will be implemented through individual separately executed Purchase Orders (*defined later*) unless otherwise provided under Part A of Schedule I to this Agreement.

WHEREAS the following Schedules are attached hereto and incorporated into this Agreement by this reference:

Schedule I, Part A – Specific Terms Addendum and Schedule 1, Part B (together referred to as “**STA**”)
Schedule II – Service Level Agreement (“**SLA**”)

NOW, THEREFORE, in consideration of the mutual promises herein, Service Provider and the Customer agree as follows:

1. **Definitions:**

- 1.1. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the entity referred to, but only for so long as such control exists;
- 1.2. “**Agreement**” means, collectively, the MSA, any applicable Purchase Order, STA, AUP, SLA and other addenda which govern the provision of Services mutually agreed between the Parties.
- 1.3. “**Anti-Corruption Laws**” means including but not limited to the Prevention of Corruption Act, 1988, the Benami Transactions (Prohibition) Act, 1988, the Prevention of Money Laundering Act, 2002, the United States Foreign Corrupt Practices Act, 1977, and the United Kingdom Bribery Act, 2010 in each case as amended from time to time, including rules, regulations or guidelines, issued by the relevant Government Entity.
- 1.4. “**Applicable Laws**” mean all laws/rules/regulations applicable on the Services according to the governing laws of the Governing Law Country mentioned under Section 7 of the STA
- 1.5. “**AUP**” means Service Provider’s Acceptable User Policy found at <https://www.ctrls.in/aup.php>
- 1.6. “**Billing Commencement Date**” means the date on which the billing period shall commence as mentioned in clause 6 of the Agreement
- 1.7. “**Business Day**” means Monday through Friday, excluding public holidays, in the country whose laws govern this Agreement.

- 1.8. **“Confidential Information”** means non-public information disclosed by one party to the other in any form that: (i) is designated as “Confidential”; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either party’s products, customers, marketing and promotions, know-how, or the negotiated terms of the Agreement; and which is not independently developed by the other party without reference to the other’s Confidential Information or otherwise known to the other party on a non-confidential basis prior to disclosure.
- 1.9. **“CtrlS Implementation Report”** or **“Implementation Report”** refers to a document submitted to the Customer by CtrlS, which may include one of the following reports
- a. Opted Vs Delivered Infra/Services
 - b. Backup Provisioned
 - c. Monitoring details
 - d. Link provision report

Each of these reports serves as a means for CtrlS to communicate information related to the services provided, system performance, and resource utilization to the customer for review and validation

- 1.10. **“Cure Period”** shall mean the period mentioned under Section 12 of the STA.
- 1.11. **“Customer Configuration”** means an information technology system (hardware, software and/or other information technology components) which is the subject of the Services or to which the Services relate.
- 1.12. **“Customer Data”** means all data which Customer receives, stores, or transmits on or using the Customer Configuration.
- 1.13. **“Customer environment”** refers to the infrastructure or setup provided by the Service Provider to the Customer. This environment may include various Services, systems, software, or hardware components that are commissioned or set up by the Service Provider for the Customer's use. It encompasses the entirety of the setup or configuration provided by the Service Provider to fulfil the Customer's requirements.
- 1.14. **“Due Date”** means the date on which a period of thirty (30) days from the date of a valid invoice raised by the Service Provider on the Customer for the Services.
- 1.15. **“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer’s Content; or (b) otherwise accesses or uses the Services under Customer’s account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any content under their own account with the Service Provider, rather than under Customer’s account.
- 1.16. **“Fees”** mean the fee payable by the Customer to the Service Provider for the Services as per the terms of this Agreement
- 1.17. **“Government Entity”** means the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof; (a) any public international organization or supranational body and its institutions, departments, agencies and instrumentalities; and (b) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority.
- 1.18. **“Hosted System”** means a Customer Configuration provided by the Service Provider for Customer’s use of Services.
- 1.19. **“Initial Term”** means the term of this Agreement as specified under Section 13 of STA.

- 1.20. **“Jurisdiction”** means the courts of law situated in and having jurisdiction in the city/region mentioned under Section 8 of the STA.
- 1.21. **“One Time Charge(s) (“OTC”)** shall mean the one-time, non-recurring charges payable by the Customer for setup, installation, commissioning, activation, or any other one-off service as specified in the Purchase Order or Commercial Terms.
- 1.22. **“Purchase Order(s) (“PO”)** shall mean all purchase orders pertaining to the Services and/or additional/supplemental services, raised by the Customer and duly accepted by the Service Provider under this Agreement.
- 1.23. **“Renewal Term”** means the automatic renewal period following expiry of the Initial Term, for consecutive rolling 90 days terms unless otherwise provided under the STA.
- 1.24. **“Sanctions”** means any sanctions administered or enforced by the United States, including, but not limited to, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. This definition also encompasses, without limitation, the designation as a "specially designated national" or "blocked person" or "sanction Person" by the aforementioned authorities. Specifically, in India, "Sanctions" extend to measures imposed by entities such as the Ministry of External Affairs, the Reserve Bank of India, or any other regulatory or governmental body authorized to administer sanctions. Furthermore, "Sanctions" shall include any sanctions, restrictions, or prohibitions enforced by relevant authorities worldwide, irrespective of jurisdiction. This encompasses measures imposed by governmental bodies, regulatory agencies, or international organizations authorized to administer sanctions, which may impact the activities governed by this Agreement.
- 1.25. **“Services”** shall mean all services provided by the Service Provider to which the Customer subscribes to, by the virtue of this Agreement as described under Schedule I, Part B and/or any subsequent Purchase Orders.
- 1.26. **“Service Level Agreement” or “SLA”** means the Services Levels Agreement entered between the Parties as provided under Schedule II to this Agreement.
- 1.27. **“STA”** means the Specific Terms Addendum provided under Schedule I to this Agreement.
- 1.28. **“Tax”** means all taxes applicable on the provision of Services as per the Applicable Laws.

2. Terms Governing Provision of Services:

The Parties agree that this Agreement shall be read together with the purchase order(s) for Services issued by the Customer and accepted by Service Provider, and together they shall constitute the terms and conditions on which the Services shall be provided by Service Provider to the Customer. In case of conflict among different documents or sections, each of the following would prevail over the subsequent ones:

- STA
- SLA
- AUP
- MSA
- Purchase Order

3. Services:

Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide the Services to the Customer. In case the relevant section in Schedule 1, Part B is blank, services mentioned in the Purchase Order issued by the Customer and duly accepted by the Service Provider shall constitute Services.

4. Change in Scope of Services:

- 4.1. Customer may request additional services during the Term by (i) executing a statement of work prepared by the Service Provider (“**SOW**”); or (ii) by placing a Purchase Order. SOWs and Purchase Orders may also be collectively referred to as “Orders”. SOWs will not be effective unless signed by both Parties. Customer and Service Provider may execute multiple Orders under this Agreement and all Orders will be governed by the terms and conditions of this Agreement. Each additional Order will supplement rather than replace the prior Orders, unless otherwise stated by the Parties in writing.
- 4.2. If Customer requests a change to an existing Order, Service Provider will prepare a change order (“Change Order”) as per the Change Request Procedure provided under Section 14 of the STA which will be effective when signed by the Parties. Change Orders will amend existing Orders but will not replace them, unless otherwise agreed to by the Parties in writing. Service Provider has no obligation to execute, or to amend, any Order, including any Change Order, with Customer.
- 4.3. The Parties agree and affirm that the scope of Services as mutually agreed between the Parties, can be increased or reduced at any time by the Customer upon a prior notice of [●] months to the Service Provider. However, in all instances where such reduction in scope causes material/substantial change to the agreed Scope of Services at the time of execution of this Agreement, the Service Provider shall have the right to revise the applicable agreed costs for the remaining part of the scope of services.
- 4.4. The Service Provider has the right to amend the technology used in the Services provided that such change shall not affect the Scope of Services and the SLAs attached to it. In such case the amendment in the technology shall not amount to change in Scope of Services or a Change Order.

5. Lock-In Period:

Customer acknowledges and accepts that the provision of Services by the Service Provider shall be subject to Lock-In Period as provided under Section 11 of STA. The Customer shall not be entitled to terminate this Agreement during the Lock-In Period for any reasons whatsoever except for the sole reason as specified under Clause 13.3 (a) and (b). Notwithstanding anything contained herein, if the Customer terminates this Agreement before the expiry of Lock-In Period, then the Customer undertakes and agrees to pay the Service Provider, 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 such Lock-In Period, calculated as per such effective date of termination of this Agreement.

6. Fees and Payment Terms:

- 6.1. The fees that the Service Provider shall charge for Services shall be agreed upon by Parties from time to time and set forth in the relevant Purchase Order provided that such fees specified in the rate card shall be applicable for a period of 1 (one) year from the issuance of the Purchase Order. Unless otherwise agreed between the Parties in writing, Fees for the Services will begin to accrue on the Billing Commencement Date. The Billing Start date shall mean the date of CtrlS Implementation Report submitted to the Customer by Service Provider. In case the Customer is not satisfied with the solution delivered by Service Provider, the Customer shall inform Service Provider of the same within 3 days of the receipt of Implementation date in the Implementation Report. Upon receipt of the objection, Service Provider shall suspend all

Services, make the changes required and release the environment once again with a new Implementation Report. In such case the latter one shall be regarded as the Billing Start Date. In case the Services are not suspended by the Service Provider during the period of rectification for the objection raised by the Customer and Customer continues to use the commissioned set-up, through pending outstanding requests, Customer shall pay full fees and charges from the date mentioned in the first Implementation Report, unless partial billing is agreed between the parties, before the Customer starts using the Services. If no partial billing agreement has been reached between the Parties and if Customer uses the Services even after its objection. Customer shall pay the fees in full from the first date of Implementation Report

- 6.2. Service Provider will invoice the Customer for the Services in advance at the beginning of every Billing Cycle, as defined under Section 10 of the STA. Customer shall pay all undisputed invoices raised by the Service Provider on or before the Due Date. Partial months will be billed on a pro rata basis based on a thirty (30) day month and Customer will pay for the Services in accordance with this Section.
- 6.3. Invoices that are not disputed within thirty (30) days of the invoice date are conclusively deemed to be accepted as accurate by Customer.
- 6.4. Any overdue amounts owed by Customer will accrue interest at the lesser of two percent (2%) per month or the highest rate permitted by Applicable Laws.
- 6.5. In the instance if the actual consumption by the Customer under this Agreement exceeds the mutually agreed consumption levels as per the scope of Services, the Parties agree and affirm that the Service Provider shall be entitled to raise a demand note evidencing such excess consumption, charging the Customer as per the agreed rates calculated on a pro-rata basis and the Customer undertakes to honour such undisputed demand note(s) and pay the additional fee charged therein. The Service Provider undertakes that it shall provide the necessary documents/evidences to establish such excess consumption of Services on part of the Customer.
- 6.6. All amounts due to the Service Provider under the Agreement are exclusive of Tax. Service Provider shall invoice all taxes applicable on the Services as per Applicable Laws to the Customer and Customer shall pay Service Provider any Tax that is due or provide Service Provider with satisfactory evidence of Customer's exemption from the Tax in advance of invoicing. Customer shall provide Service Provider with accurate and adequate documentation sufficient to permit Service Provider to determine if any Tax is due.
- 6.7. All payments to the Service Provider shall be made without any withholding or deduction for any taxes except for local withholding taxes. Customer agrees to provide the Service Provider with accurate factual information and documentation of Customer's payment of any such local withholding taxes in a timely manner. Service Provider shall remit such cost to Customer in the form of a credit on Customer's outstanding account balance following receipt of sufficient evidence of payment of any such local withholding taxes as per Applicable Laws.
- 6.8. The Service Fees for the Services ordered through the of the Service for the duration of the applicable SOW or PO(s). Notwithstanding anything in this Agreement to the contrary, upon giving thirty (30) days prior notice to the Customer, the Service Provider may in its reasonable discretion change the rates and fees for any and all Services at any time(s) after twelve (12) months from the effective date of the applicable SOW or PO(s) for such Service, unless otherwise agreed to by the Parties in writing.
- 6.9. In case of expiry and/or renewal of the PO, the Customer must renew the PO within ninety (90) days from the date of expiry. If the PO is not raised by the Customer in a timely manner,

then such absence of PO will not affect the billing of the Services provided by the Service Provider and the rates in the bill shall be calculated on the basis of the previous PO along with ten (10) percent renewal escalation charges on the monthly billing.

6.10. It is hereby clarified that the PO(s) are for administrative convenience and not a condition of payment to the Service Provider. Payment is not dependent upon issuing of a new/revised/renewal PO.

6.11. One hundred percent (100%) of OTC charges shall be deemed billable in advance upon receipt of the Customer's PO, unless such OTC charges are expressly and specifically linked to defined milestones set forth in the applicable PO.

7. Representations and Undertakings:

7.1. Each Party represents that:

- a. It has the legal right and authority to enter into this Agreement and is not barred by any agency or under Applicable Laws.
- b. All the information and disclosures made in respect to this Agreement are true and accurate.
- c. It has taken all necessary authorizations and approvals for the purpose of execution of this Agreement.
- d. It has not, to its knowledge or to the knowledge of its officers, directors, employees or agents, controlled entities a) been a target of Sanctions, b) been located, organized or resident in any country that is the target of comprehensive Sanctions,
- e. Each party acknowledges that it is aware of, understands, and agrees to comply with all applicable anti-bribery regulations, codes, and sanctions, both national and foreign, well as similarly applicable Anti-Corruption laws.
- f. In the event that either Party becomes subject to sanctions imposed by competent authorities, including but not limited to governmental agencies or international bodies, directly related to activities conducted under this Agreement, the Parties shall promptly notify each other of such sanctions.
- g. Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States.

7.2. Customer represents that except to the extent caused by Service Provider's breach of this Agreement, (a) Customer is responsible for all activities that occur under the Hosted System, regardless of whether the activities are authorized by the Customer or undertaken by the Customer, Customer's employees or a third party (including Customer's contractors, agents or End Users), and (b) Service Provider is not responsible for unauthorized access (not attributable to the Service Provider) to Customer's Hosted System.

7.3. Customer further represents that it owns and/or has the lawful right to possess 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 and such contents do not violate any terms of this Agreement or any Applicable Laws. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data and content on the Hosted System.

7.4. Customer agrees to utilize the Services strictly in accordance with the AUP. Service Provider shall be entitled to modify the AUP from time to time and such amended AUP, made available at the website of Service Provider, shall be applicable. In all events where the Parties have

mutually agreed to modify the terms of the AUP and such modifications shall be captured under this Agreement, the terms so modified shall prevail over the AUP and shall be read harmoniously with the terms of the AUP. If no such modifications are mentioned under this Agreement, then the standard AUP shall remain applicable.

- 7.5. Service Provider represents that the Services provided under this Agreement are not in violation of any Applicable Laws and undertakes to provide Services in accordance with this Agreement.
- 7.6. Service Provider does not provide any support or services to End Users unless Service Provider has a separate agreement with the Customer stating otherwise or an End User obligating us to provide such support or services.
- 7.7. The Service Provider hereby represents that the Service Provider maintains necessary roles and responsibilities, technical and organisation measures to safeguard customer's data and information as per standard contractual clauses more elaborately detailed under the Service Provider's Privacy Policy available at <https://www.ctrls.com/terms-conditions.php>.

8. Confidentiality:

- 8.1. Each Party ("**Receiving Party**") agrees that it will not disclose to third party/ies any information belonging to the other Party ("**Disclosing Party**") which is provided to it by the Disclosing Party before, during and after the execution of this Agreement. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the Agreement, server configuration, design and other related information and information relating to the contents to be transmitted to and from the servers of Service Provider or Customer. All information provided by a Party to the other shall be considered confidential even if it is not conspicuously marked as confidential.
- 8.2. 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.
- 8.3. 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 8.2 above. Any disclosure to be made by the Customer as per the requirements of law shall be so disclosed on providing advance notice to Service Provider with the reasons for such disclosures.
- 8.4. The terms and conditions of this Agreement, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this Agreement and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law. Notwithstanding any provision to the contrary, Service Provider shall be entitled to freely disclose the information

that it is providing / has provided the Services to the Customer in its marketing, promotion or other materials.

9. Temporary Suspension of Services:

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

- (a) Customer's or an End User's use of the Services;
 - i. poses an immediate security risk to the Hosted System or any third party,
 - ii. could adversely impact Service Provider's systems, the Services or the systems or content of any other customer,
 - iii. could be fraudulent or be utilized to cause fraud or be illegal or be utilized to aid or abet illegal activities;
- (b) Customer is in breach of this Agreement and fails to cure such breach within a period of ten (10) days (or such mutually agreeable period) of Service Provider notifying the Customer of such breach;
- (c) Customer is in breach of its payment obligations under Section 5 and fails to cure such breach within the Cure Period.
- (d) In all events where such suspension or limitation is required by law.

In all events of suspension under Clause 9.1(a)(i) and Clause 9.1(a)(ii), the Service Provider must furnish a detailed Root Cause Analysis (RCA) Report to the Customer evidencing and justifying such reason for suspension and the cause for such suspension attributable to the acts and/or omissions of the Customer/End User. Further, Service Provider will limit a suspension and/or limitation in time and scope as reasonably possible under the circumstances

9.2. Effect of Suspension.

In the event Service Provider suspends Customer's right to access or use any portion or all of the Services under Clause 9.1 above:

- (a) Customer remains responsible for all fees and charges the Customer incurs during the period of suspension; and
- (b) Customer will not be entitled to any service credits as provided under the SLA for such period of suspension.

10. Data Privacy:

10.1. The Service Provider shall without limiting Clause 15 or Customer's obligations under Clause 7.3, implement and undertake reasonable and appropriate measures designed to help the Customer secure Customer Data against accidental or unlawful loss, access or disclosure.

10.2. All data privacy laws/rules as per the laws of the Governing Law Country (defined under Section 7 of STA) shall be applicable to the Services. Further, the Parties agree and affirm that in all cases where the Customer Services pertain to colocation services only, the Service Provider shall not have any access to Customer Data. Hence, this clause will not be applicable in such cases.

10.3. The Customer acknowledges that the Service Provider may require to disclose information and data provided to it by Customer, including information that identifies an individual or a person either directly or indirectly and alone or in combination with other information available (such identifying information being referred to as "**Personal Information**"), such as a person's name, phone number and email address, to Service

Provider's affiliates and associates to carry out Services under this Agreement. Service Provider may also disclose Personal Information obtained from Customer if required (i) under applicable laws including in connection with law enforcement, fraud prevention, or other legal action, or as required by law or regulation, or (ii) for optimisation of Services or (iii) if it reasonably considers it necessary to protect itself, its customers, or the public; All disclosures under this Clause shall be subject to prior intimation of such disclosure by the Service Provider to the Customer unless specifically barred thereto.

10.4. The Customer shall be deemed to have consented to disclosure of Personal Information by the Service Provider in the instances mentioned under Clause 10.3 above by providing such Personal information to the Service Provider in the course of Service Provider's performance of the Services.

10.5. The Service Provider hereby undertakes that the Service Provider shall comply with all applicable data privacy laws while handling Personal Information belonging to the Customer. All such disclosures and compliances will be governed and monitored by the Service Provider's dedicated Committee on GDPR and Data Protection Laws which shall ensure Service Provider's compliance with such applicable data protection laws. However, the Parties agree and affirm unequivocally due to the nature of the Services, the Service Provider does not have any access to Customer Data and hence cannot be held liable for any losses/damages that the Customer may suffer on account of Customer Data.

11. Indemnity

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

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

11.3. The obligations under this Section 11 will apply only if the party seeking defence or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defines and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defence and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

12. LIMITATION ON DAMAGES:

12.1. Notwithstanding anything in the Agreement to the contrary:

- (a) Either Party's liability arising out of any loss or damages for which limitation is expressly prohibited by Applicable Laws, shall be unlimited.
- (b) Subject to Clause 12.1(a), the maximum aggregate monetary liability of either Party and any of its representatives in connection with the Services or this Agreement under any theory of law shall not exceed the actual damages incurred up to the greater of: (i) an amount equal to six times the Fees payable by Customer for the Services in the first month of the Initial Term, or (ii) the total amount paid by Customer to the Service Provider for the Services that are the subject of the claim in the 12 months immediately preceding the event(s) that first gave rise to the claim.

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

12.3. As an essential part of the Agreement, the liquidated damages payable under the SLA(s) shall be the credits stated in any applicable SLA(s) which are Customer's sole and exclusive remedy for Service Provider's failure to meet those guarantees for which credits are provided; and the parties agree that the credits are not a penalty, are fair and reasonable and represent a reasonable estimate of loss that may reasonably be anticipated from any breach. The maximum credit(s) for failures to meet any applicable SLA(s) for any calendar month shall not exceed fifty percent (50%) of the then current monthly recurring Fee for the Services. Customer is not entitled to a credit if Customer is in breach of the Agreement at the time of the occurrence of the event giving rise to the credit, until such time as Customer has remedied the breach. No credit shall be due if the credit would not have accrued but for Customer's action or omission.

13. **Term and Termination:**

13.1. **Term:** The term of this Agreement shall commence on the Effective Date and shall remain valid till the expiry of Initial Term and any Renewal Term thereto, unless terminated under Clause 13 of this Agreement.

13.2. **Termination for Cause:**

- a. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and if the other party fails to cure the material breach within the Cure Period.
- b. Customer may terminate this Agreement if the Service Provider fails to provide Services as agreed between the Parties under this Agreement.
- c. Service Provider may terminate this Agreement upon breach of monetary terms under Clause 5 above and fails to cure such breach within the Cure Period.
- d. Upon notification of the Sanctions against either Party, both Parties reserve the unequivocal right to terminate this Agreement immediately and without incurring any liability whatsoever. Such termination shall take effect upon written notice from the affected Party. The termination of this Agreement due to imposition of the Sanctions shall not relieve either Party from any obligations or liabilities incurred prior to the termination. Both the Parties agree to cooperate in good faith to conclude any outstanding matters related to the Agreement despite its termination.

14. Effects of Termination:

The Parties agree and affirm that upon the date of termination/expiry of this Agreement:

- a. Except as provided in Sub-Clause (d) hereunder, all rights of the Customer under this Agreement immediately terminate.
- b. Customer shall remain responsible for all fees and charges payable during the notice period of termination for Services rendered by the Service Provider.
- c. Either Party shall immediately return/destroy all Confidential Information belonging to the other party that may be in its possession as instructed by such party.
- d. The Service Provider must allow the Customer to retrieve any data/remove any physical assets/equipment belonging to the Customer within a period of ten (10) days from the date of termination, provided that the Customer has cleared all outstanding dues payable to the Service Provider till such date of termination.
- e. Termination shall not affect the rights and liabilities of a Party that have accrued before the effective date of termination.

15. DISCLAIMER:

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

16. Notices:

- 16.1. Customer's routine communications to the Service Provider regarding the Services should be sent to Customer's Account Manager via authorised e-mail ID of the Customer. To serve any notice/communications regarding termination of the Agreement for breach, indemnification, any notice in relation to data privacy or other legal matter, Customer shall send the same via electronic mail and/or through postal service to the address mentioned under Section 3 of the STA.
- 16.2. All communications by the Service Provider with respect to this Agreement should be sent to the Customer via electronic mail/fax/registered post/courier at the address or email address mentioned under Section 6 of the STA.

17. Force Majeure:

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

explosion, epidemic, accident, act of God, war, riot, terrorist activities, strike, lockout and/or act of government (Force Majeure) .

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

18. Governing Law and Dispute Resolution:

18.1. This Agreement shall be governed by the laws of the region/country as provided under Section 7 of the STA.

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

The Customer and the Service Provider 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 Service Provider 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 between the Parties. In the event of no consensus, the courts of the relevant Jurisdiction shall appoint an Arbitrator.

Such arbitration will be conducted in accordance with the prevailing arbitration laws/rules of such country whose laws govern this Agreement. The arbitration shall take place in the Jurisdiction city, unless otherwise mutually agreed by the Parties and shall be conducted in the English language.

19. Assignment/Subcontractors

Neither party shall assign this Agreement and/or any Purchase Orders without the prior consent of the other party, except to an Affiliate or successor as part of a corporate reorganization or a sale of some or all of its business, provided the assigning party notifies the other party of such change of control. The Service Provider may use its Affiliates or subcontractors to perform all or any part of the Services, but the Service Provider remains responsible under the Agreement for work performed by its Affiliates and subcontractors to the same extent as if the Service Provider performed the Services itself.

20. Ownership

20.1. 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.

20.2. 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.

21. Removal and Disposal of Customer Equipment

- 21.1 The Customer at its own cost is obligated to remove all Customer equipment stored at the Service Provider's datacenter premises within seven (7) days of the expiry or termination of this Agreement.
- 21.2 Failure to remove the Customer equipment within the aforesaid period shall entitle the Service Provider, at its sole discretion and without further notice, to levy storage charges and/or remove, dispose of, sell, scrap, or otherwise deal with the Customer equipment in any manner it deems fit. The Service Provider shall bear no liability for any loss, damage, or deterioration of the Customer equipment after the expiry of the said period. All costs and expenses incurred in connection with storage, removal, or disposal shall be borne by the Customer.
- 21.3 Without prejudice to any other rights or remedies available to the Service Provider, any claims, losses, or liabilities arising from the Customer's failure to remove the Customer equipment shall be the sole responsibility of the Customer. The Customer shall indemnify, defend, and hold harmless the Service Provider, its directors, officers, employees, and agents against all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with the storage, handling, or disposal of the Customer equipment.

22. Prohibition of Bribery and Corrupt Practices

- 22.1. Each Party agrees that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an unlawful inducement or reward for favourable action or forbearance from action or the exercise of unlawful influence:
- (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations),
 - (b) to any political party, official of a political party, or candidate,
 - (c) to an intermediary for payment to any of the foregoing, or
 - (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person.
- 22.2. Improper payments, provisions, bribes, kickbacks, influence payments, or other unlawful provisions to any person are strictly prohibited under this Agreement. Breach by the Customer of the terms of this Section will be deemed a material breach of this Agreement, and Service Provider may immediately terminate this Agreement at any time, with immediate effect and without any opportunity to remedy the breach by the Customer, by giving notice in writing to the Customer.

23. Integrity and Conflict of Interest:

- 23.1. The Customer agrees to promptly disclose any conflict of interest to the Service Provider during the term of this Agreement. The Customer shall ensure that neither they nor any related parties are placed in situations where personal interests conflict with the obligations owed to the Service Provider.

- 23.2. If a conflict arises, the Customer shall immediately notify the Service Provider's Compliance Department and provide detailed information by sending an email at cco@ctrls.in. The Customer will cooperate fully to resolve conflicts and mitigate associated risks.
- 23.3. Failure to disclose conflicts or take necessary steps to resolve them constitutes a material breach of this Agreement, empowering the Service Provider to take appropriate action, including termination, as per the Agreement's terms

24. Compliance with Policies and Code of Conduct Clause

- 24.1. The CtrlS Code of Ethics and Business Conduct, along with the CtrlS Policy on Sexual Harassment and other applicable policies, collectively outline the standards of conduct expected from all parties involved, including customers, employees, and business associates. Compliance with these policies, as well as any subsequent amendments consistent with the current policies and Code of Conduct, and not in violation of public policy, is a fundamental condition for the Service Provider's continued engagement.
- 24.2. Any material violation of the Service Provider's policies and Code of Conduct constitutes a breach of this Agreement. Such breach shall lead to termination of the Agreement. The Service Provider reserves the right, at its sole discretion and without notice or liability, to terminate the Contract and business dealings with the Customer if it determines that the Customer is not in compliance with the warranties specified under this clause

25. Declaration with regard to Internet Bandwidth and Public IPs:

The Service Provider hereby declares that in all instances where Internet Bandwidth and/or public IPs are provided to the Customer as a part of the Services, such Internet Bandwidth and/or public IPs including services related to point-to-point (P2P) connections and cloud connectivity provided to the Customer are sourced through CtrlS Connectivity Solutions Private Limited ("CCSPL"), a NDL, ILD License holding company incorporated under the Companies Act, 2013 (CIN: U64100TG2020PTC138593). CCSPL is an affiliate of the Service Provider, owned and managed by the same promoter group as the Service Provider. CCSPL shall provide these services as per the specifications and requirements agreed upon between the Service Provider or by the CCSPL and the Customer. All billings on account of the said Internet Bandwidth and/or public IPs point-to-point (P2P) connections and cloud connectivity that may form the part of the Services under this Agreement, shall be made by billed directly through CCSPL. The Service Provider is making this declaration in good faith

26. Miscellaneous;

- 26.1. The provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of this MSA including all terms of the Agreement requiring Customer to pay any Fees for Services provided prior to the time of expiration or termination.
- 26.2. The Agreement constitutes the complete and exclusive understanding between the Parties regarding its subject matter and supersedes and replaces any prior or contemporaneous representation(s), agreement(s) or understanding(s), written or oral.

- 26.3. Amendment/Modification of this Agreement: This Agreement may be amended only by the written agreement of both Parties.
- 26.4. General.
Except where otherwise expressly stated herein, and subject to the limitations set forth under this Agreement, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.
- 26.5. Each Party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.
- 26.6. Service Provider and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joist venture, employment, franchise or agency between the Service Provider and Customer. Neither the Service Provider nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 26.7. The Parties agree that there will be no third party beneficiaries to this Agreement, including, but not limited to any Authorized Person, end user, customer or the insurance providers for either Party.
- 26.8. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

<Signature Page Follows>

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

Signed by:

Signed by:

Name:

Name:

Position:

Position:

FOR AND ON BEHALF OF
Service Provider

FOR AND ON BEHALF OF
Customer

SCHEDULE I
SPECIFIC TERMS ADDENDUM

This Addendum (the “**STA**”) supplements and amends the Master Service Agreement (the “Agreement”), entered into by and between the Service Provider and the Customer on [INSERT EFFECTIVE DATE OF MSA]. The “Addendum Effective Date” shall be the date of the last signature hereunder. Any capitalized terms used and not defined herein shall have the meaning set forth in the MSA.

- A. Interpretation: This Addendum supplements the MSA and shall be construed and interpreted in a harmonious manner as an integral part of the MSA. In the event of any inconsistency between any of the clauses of the MSA and this Addendum, the provisions of the Addendum shall survive. All references in the MSA which mention “Section under Schedule I” shall be read as reference to Sections mentioned in the Table under Part A provided below.
- B. This STA and contains two parts:
- (i) Part A: Reference Terms and Specific Amendments to the MSA.
 - (ii) Part B: Commercial Terms

PART A
Reference Terms and Specific Amendments to the MSA

1. Reference Terms:

Section	Description	Particulars
1.	Name of the Service Provider entity	Ctrl S Datacenters Limited
2.	Registered Office Address of the Service Provider	Plot No. 16, Software Units Layout, Madhapur, Hyderabad – 500081
3.	Communication Details of the Service Provider	Address: Plot No. 16, Software Units Layout, Madhapur, Hyderabad - 500081
		Attn: Legal Team
		Email: legal@ctrls.in
4.	Name of the Customer	<i>To be inserted by Customer/Business</i>
5.	Registered Office Address of the Customer	<i>To be inserted by Customer/Business</i>
6.	Communication Details of the Customer	Address: <i>To be inserted by Customer/Business</i>
		Attn: <i>To be inserted by Customer/Business</i>
		Email: <i>To be inserted by Customer/Business</i>
7.	Governing Law Country (<i>Insert name of the country whose laws will govern the MSA</i>)	India
8.	Jurisdiction (<i>Enter the name of the city/region whose courts of law shall have jurisdiction</i>)	Hyderabad
9.	Billing Commencement Date	<i>As per the terms of the Agreement</i>

10.	Billing Cycle (<i>monthly/quarterly</i>)	<i>To be inserted by Business</i>
11.	Lock-In Period	6 Months
12.	Cure Period	30 days
13.	Initial Term (Contract Period)	<i>To be inserted by Business.</i>
14.	Change Request Procedure	[•]

2. Specific Amendments to the MSA and/or AUP (if any)

Sample Amendment clause:

2.1 The following language amends Clause xx of the MSA:

“Proposed language of the Clause”

3. General.

This Addendum does not affect the validity or enforceability of the Agreement. Except for the modifications set forth herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.

Nothing in this Addendum:

- i. prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Agreement before the Addendum Effective Date; or
- ii. discharges, releases or otherwise affects any liability or obligation arising under the Agreement before the Addendum Effective Date.

PART B

Commercial Terms

The services and commercial terms to be provided by the Service Provider shall be detailed in the Statement of Work (SOW) provided along with this MSA.

SCHEDULE II

SERVICE LEVEL AGREEMENT

This Agreement is effective from the Service Commencement Date. This Agreement provides the right under certain circumstances specified below, for a Customer to receive Service Credits in the event of failure by Service Provider to provide Services to the Customer in accordance with the Agreement.

Customer acknowledges that Service Provider has the expertise and knowledge to provide the Services. The Customer has shown his interest in availing the Services provided by Service Provider by accepting the terms and conditions mentioned in this Agreement and the standard of the Service as provided in this SLA.

1. DEFINITIONS

In this SLA, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned thereto:

“Billing Start Date” shall mean the date of Implementation Report submitted to the Customer by Service Provider. In case the Customer is not satisfied with the solution delivered by Service Provider, the Customer shall inform Service Provider of the same within 3 days of the receipt of Implementation Date. Upon receipt of the objection, Service Provider shall suspend all Services, make the changes required and release the environment once again with a new Implementation Report. In such case the latter one shall be regarded as the Billing Start Date. If the Customer uses the commissioned set-up, though he has a few outstanding requests, Customer shall pay full charges from the first Implementation 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 Implementation Report

“Downtime” (“D”) shall mean the duration of the Service Outage, calculated in aggregate number of hours in respective month. Where if Service Provider identifies the service outage, the downtime begins from there on or if customer identifies and a Trouble Ticket is raised from the occurrence of Service Outage, the time period for Downtime begins upon start of Service Outage and ends when the *Trouble Ticket* is closed by Service Provider subject to due confirmation from the Customer on resolution of the outage. The time periods are calculated on basis on the number of outages per respective month and excluding the events covered under headings *Exceptions* to this SLA which shall not for the purposes of this SLA be included while measuring Downtime.

“Exceptions” shall mean all the events as mentioned in Clause 3 of this SLA and shall include either an event or a set of events, any occurrence and the duration of occurrence of which shall not constitute a Service Outage or Downtime for the purposes of this SLA.

“Emergency Maintenance” shall mean maintenance carried out under a condition or situation which poses danger to the system, equipment, network, facilities required for rendering the Service etc. as the case may be and has to be attended immediately. Service Provider shall try to notify the Customer about the emergency maintenance in advance, whenever feasible.

“Facility” means the facility located at office of Service Provider in Hyderabad where Service Provider provides space, racks for placing the servers.

“Fees” means the amount invoiced by Service Provider.

“Network” means the portion of internal computer network owned or operated on behalf of Service Provider that extends from the outbound port on a Customer’s cabinet switch to the outbound port on the border router and includes all redundant internet connectivity, bandwidth, routers, cabling and switches.

“Actual Uptime” (“A”) shall mean the aggregate percentage of Total Uptime Hours in respective month during which the Services is actually made available for use by Customer.

“Representatives” means any person who is nominated or appointed by the Customer to visit the

Facility center.

“Service Credits” shall mean services which the Customer would be entitled on account of failure of the Service Provider to provide Services as per the standards mentioned in this Agreement.

“Service Catalogue” shall contain 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, shared firewall service and Version Control described in Annexure A to this SLA which may be availed by the Customer.

“Service Outage” shall mean an unscheduled disruption/failure in any Service offered by Service Provider as per this Agreement, due to which Customer’s server is un-accessible to Customer. The outage of Services due to, but not limited to the following shall be a Service Outage; Customer is unable to transmit to or receive information from his network equipment because Service Provider failed to provide facility services to its network equipment including, switch, router, firewall etc. Failure of Services like Internet connectivity, IDC LAN etc. shall also be treated as Service Outage.

“Setup Charges”: means all charges which may be incurred by Service Provider for installing the server or any other expenses incurred for the commencement of Services to the Customer.

“Support Desk” shall be the location where the Customer should report a fault. Details of the same are mentioned in Schedule B to this SLA, or if changed, may be intimated from time to time by Service Provider to the Customer.

“Total Uptime Hours” shall mean 24 hours 365 days a year (year is defined as period of 365 days)

“Trouble Ticket” means issuing a ticket with a unique identification number confirming the Customer complaint logged in with Service Provider in relation to a Service Outage faced by the Customer.

2. SCOPE OF THE SERVICES

2.1 Service Provider may provide such Services as provided in the Service Catalogue provided in Annexure A to this SLA. The Customer may issue one or more purchase orders to Service Provider for Services and Service Provider shall accept a purchase order only if it is in accordance with the terms of this Agreement and for services as covered by the Service Catalogue.

2.2 Service Provider assures Customer that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by Service Provider. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are mentioned in the Annexure A of this Agreement.

2.3 Services will be provided to the Customer by Service Provider with the infrastructure available at its data center which consists of the following:

- Dual active power sources from two different power generation plants.
- Tier IV - (system) + (system) Architecture - Fault Tolerant with No Single Point of Failure
- Capability to provide 99.995 % SLA

- Unique Six Zone Security System
- Lean Six Sigma - ITIL Framework
- Carrier Neutral Datacenter
- ISO 20000-1 & 27001 Certified

2.4 Service Provider assures the Customer 99.995 % uptime availability of the Infrastructure viz., Power and Cooling** covered by this SLA. Hardware Uptimes SLA would be 4 hours resolution from the time of detection of hardware problem either by Service Provider help desk or by the Customer. Subject to Clause 3 of this SLA, in the event Service Provider fails to provide the Customer with the Services required by the Customer in accordance with the SLA, such failure resulting from complete unavailability of Service Provider network, such events will be treated as “Qualified Network Downtime Event” for which Service Provider will issue the Customer a Service Credit - calculated as per method provided in Clause 2.5.

** Service Provider assures Customer that it will provide cooling @ 21°C (+/-) 2°C and Humidity levels @ 50 % (+/-) 5%.

2.5 The Actual Uptime (A) calculated in the respective month and it will be measured (compared) against the total uptime hours of the year 99.995%. If the outages exceed total uptime hours the following service credits shall be due to Customer:

A >= 99.995% No Credits

A in between 99.994% to 99.000% 2 days equivalent service credit for the Service period affected calculated on a prorate basis.

A in between 98.999% to 98.000% 7 days equivalent service credit for the Service period affected calculated on a prorate basis.

A is < 98% 15days equivalent service credit for the Service period affected calculated on a prorate basis

Calculation of Actual Uptime % =
$$\frac{\text{Total Uptime Hours} - \text{Actual Downtime}}{\text{Total Uptime Hours}} \times 100.$$

2.6 The Customer is required to provide a preventive maintenance window, once in every quarter to enable Service Provider to update the various patches and carry out other preventive maintenance. The time required to carry out this preventive maintenance by Service Provider shall depend upon the environment of the Customer and shall be informed to the Customer before the time window is sought. During this window, Customer’s environment shall not be available and the same shall not be counted as Downtime.

For the customized solutions provided by Service Provider, preventive maintenance is absolutely essential and the SLAs offered by Service Provider are based on the explicit understanding that the Customer will provide opportunity for Service Provider to carry out preventive maintenance from time to time. In case the Customer does not provide, at least once in a quarter, the requisite downtime to carry out preventive maintenance activities, even after a request is made by Service

Provider, Service Provider shall not be liable to provide any Service Credits or any other compensation in case of Downtime or any other loss to Customer such as data loss, denial of service or virus attacks.

- 2.7 Service Provider shall recommend usage of high availability architecture for all critical loads, wherein there is a duplication of critical elements. For instance, this may be two power sources to a rack, or two firewalls in the network. In a high availability set-up, it is clarified that even when one of the elements fail, but the other is still running, then the entire set-up/solution/system/environment is considered to be available and the same shall not be counted as Downtime.

3. EXCEPTIONS

- 3.1 The following events do not constitute a Downtime and shall not be eligible to be considered for any Service Credit:
- (a) Interruption due to scheduled maintenance, alteration, or implementation, where the Service Provider provides at least seven days prior notice and to the Customer and also interruption due to Emergency Maintenance; The usual scheduled maintenance time is the early hours of the morning i.e., between 1am to 6am. The usual maintenance time would not be more than two hours.
 - (b) The quarterly maintenance window as described in clause 2.6 above.
 - (c) Hardware failure
 - (d) Failure of the Customer links, internet connectivity or end user software, access circuits, local loop or any network not owned or managed by Service Provider.
 - (e) DNS Issues not in scope and control of Service Provider.
 - (f) Negligence or other conduct of Customer or its authorized persons, including a failure or malfunction resulting from applications or services provided by Customer or its authorized persons;
 - (g) A shut down due to circumstances reasonably believed by Service Provider to be a significant threat to the normal operation of the Services, Service Provider's facility, or access to or integrity of Customer data (e.g., hacker or virus attack);
 - (h) Failure or malfunction of any equipment or services not provided by Service Provider;
 - (i) Any abuse or fraud failure to comply with the Acceptable User Policy on the part of Customer and its authorized persons.
 - (j) Any problems outside the Service Provider Facility Network.
 - (k) Any interruptions, delays or failures caused by Customer or Customer's employees, agents, or subcontractors, such as, the following:
 - i. Inaccurate configuration.
 - ii. Non-compliant use of any software installed on the server.
 - iii. Customer initiated server over-utilization.
 - iv. Any problems related to the attacks on the machine such as hacking, attacks, and exploits.
 - (l) Any specific services not part of Services.
 - (m) Force Majeure event.

4. SERVICE CREDIT

- 4.1 Service Provider agrees that it shall provide for the requisite service credits to the Customer in the event of it not being able to provide the Services for which it had already received the payments.

4.2 Service Provider agrees that on occurrence of any event that attracts service credits the Customer would be eligible to request a Service Credit on compliance of the terms as mentioned in Clause 6.1.(a) of this SLA.

4.3 Customer shall be eligible for Service Credit for only those Downtimes which has occurred a month prior to the date of claim and the maximum Service Credit to which Customer shall be entitled is as mentioned in Clause 6.1.(c).

5. PAYMENT TERMS

5.1 The Customer shall pay all the charges as set out in the Agreement which includes one-time setup charges, Quarterly recurring charges and other supplemental charges for any Supplemental Services provided including before the Service Commencement Date.

6. PROCEDURE FOR AVAILING SERVICE CREDITS

6.1 Whenever the Customer encounters Service Outage, the following procedure should be followed;

- (a) The Customer should contact Service Provider "Support Desk" without undue delay and shall request for a Trouble Ticket number immediately and can track the Trouble Ticket number till the Trouble Ticket is closed on resolution of the outage.
- (b) Service Provider on the receipt of the issue of Trouble Ticket to the Customer shall have a background check to verify if the Customer is eligible for the Service Credit.
- (c) When Service Provider fails to provide Services in accordance of the SLA entitling Customer for Service Credits, Service Provider shall credit the Customer's account the prorated base charges from the day the Trouble Ticket is issued to Customer till the Trouble Ticket is closed on resolution of the outage.

6.2 Service Credits will be adjusted in the subsequent billing cycle unless otherwise agreed mutually between the Parties.

7. WARRANTIES OF SERVICE PROVIDER

7.1 Additional Warranties of Service Provider in regards to SLA:

Service Provider warrants that it shall perform and provide Services in a professional and workmanlike manner in accordance with this Agreement.

8. REPRESENTATIONS OF CUSTOMER

8.1 Additional Warranties of Customer in regards to SLA.

- (a) The Customer will not do any voice communication from anywhere to anywhere by means of dialling a telephone number (PSTN/ISDN/PLMN) as defined in National Numbering plan. The customer will not originate the voice communication service from a Telephone in India and/or

terminate the voice communication to any Telephone within India.

- (b) The Customer will not establish any connection to any public switched Network (i.e. telephone voice network) in India and will not use any dial up lines with outward dialling facility from Nodes.
- (c) Customer acknowledges and will not establish any interconnectivity between ISPs for the purposes of offering Internet Telephony Services.

13. DISCLAIMER

With a commitment and desire to offer the best possible technology to the Customer and evolutions in technology, Service Provider shall upgrade its platform from time to time. Accordingly, Service Provider reserves its right to change the platform without any change in the service levels committed.

Annexure A

As mentioned in the Service Catalogue the following Services will be provided by CtrlS. In the event there is a disruption in Service or alarm is triggered, the troubleshooting and resolution of the problem in respect of each Service, where applicable, shall be as follows:

SCHEDULE I - TROUBLESHOOTING & RESOLUTION TIMES

Priority	Priority Definition	Mean Time to Assist (MTTA)/ Response Time	Mean Time to Repair (MTTR)/ Resolution Time	Updates
High	Out of Service –Eg: N/W, Device Down, Power Down or Infrastructure down at CtrlS Datacenter Premises.	15 minutes*	8 Hours	1 Hour Interval
Medium	Partial/Intermittent Service Interruptions – Eg: System, N/W performance degraded but still functioning. (For services being provided by CtrlS and inside its premises)	30 minutes*	24 Hours	4 Hour Interval
Low	All Change requests, Access Requests etc.	1 Hour *	48 Hours	12 Hours

* Time starts when the problem is detected by CtrlS Help Desk team or reported by the customer and ends on assistance/repair as applicable &

* Resolution norms for different hardware problems will depend on the SLAs with respective vendors.

- ☐ 95% of the calls will be attended to within the stipulated response time - Measured on a quarterly basis.
- ☐ 90% of the calls will be closed within the stipulated resolution time - Measured on a quarterly basis
- ☐ Resolution norms will not include WAN link

Schedule II to Annexure – A
ESCALATION PROCEDURE

1) In Case of a Customer Complaint:

Sl. No.	Step	Responsibility
1	Reporting of complaints by the customer All complaints are reported to the Helpdesk through any of the means: Landline No: 040-30580583 Electronic Mail: support@ctrls.in * The customer should give the Customer ID along with the complaint which is down for quick tracking & restoration.	Customer Care Executive
2	Generation of Fault Ticket No The Helpdesk will enter the details in the fault management system and inform to the customer about the following: ☐ Fault ticket No ☐ Expected Restoration Time Note 3: The Expected Restoration Time (ERT) will be reported within half an hour of the customer complaint with cause of failure.	Customer Care Executive
3	Updates to Customer Update to the customer will be given 15 minutes before expiry of ERT.	Customer care Executive
4	Escalation of Complaint (By Customer) The Customer is free to escalate to relevant CTRL S personnel in case customer care does not revert, as per Matrix enclosed.	Customer Care Executive
5	Ticket Closure Once the fault has been corrected, Helpdesk will contact the Customer to ensure that he is satisfied with service restoration. The fault ticket will be closed in accordance with the Customer's verbal acceptance of satisfactory closure.	Customer Care Executive

2) In Case Of Outage: CTRL S IDC will communicate to Customer any outages related to Managed Services elements within 20 minutes of observation of fault through NMS or escalation by its Engineers.

** Logging of complaint is mandatory to ensure that fault ticket number is generated for further reference & auto escalation through our work flow system.

3) ESCALATION MATRIX – To be updated as per the business needs.

SERVICE LEVEL AGREEMENT (SLA) FOR NETWORK SERVICES

1. Overview

This Service Level Agreement (“SLA”) defines measurable performance levels and, subject to the last paragraph of this section, specifies Customer’s sole and exclusive remedies if service provider, fails to achieve the service levels specified in the tables below.

2. Service Level Agreement

“Unavailability” for this product is defined as: a communications failure between the endpoints of the Metro Connect caused by failure of the passive physical media or CtrlS Transport/Switching Components.

Option 1: Internet, Cloud Connect, Metro Connect, NLD Connect, IX Connect (SLA-99.5%)	
MONTHLY AVAILABILITY	MONTHLY CREDIT (% of MRC)
>=99.5%	0%
<99.5% to 99%	2.5%
<99% to 98%	5%
<98% to 97%	7.5%
< 97%	10%

Option 2: Protected Metro, Three Fiber Path Protection (SLA-99.9%)

MONTHLY AVAILABILITY	MONTHLY CREDIT (% of MRC)
>=99.9%	0%
<99.9% to 99.5%	2.5%
<99.5% to 99%	5%
<99% to 97%	7.5%
< 97%	10%

Unavailability periods must be verified by CCSPL and begin from the earlier of (i) Customer's written notification to CCSPL, and (ii) the demonstrated start of the Unavailability as agreed by the parties; and ends when the Unavailability has been remedied. All approved credits will be applied by CCSPL to the invoice for the month following the month in which the credit was approved. Notwithstanding anything to the contrary, CCSPL will have no liability and Customer will not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: (a) circumstances beyond CCSPL's reasonable control; (b) Customer's act or omission, or an act or omission of the customer to whom Customer connects; (c) scheduled maintenance; or (d) Customer does not request a credit from CCSPL in writing at the appropriate CtrlS contact within seven (7) days after the incident entitling Customer to a credit has been remedied.

3. Planned Maintenance

CCSPL shall intimate customer of the Planned Maintenance of the equipment, Network or any component of the Network falling in its side of the Demarcation Point at least fourteen (14) days in advance and shall be excluded for the purpose of SLA credit calculation. In case of alarms indicating urgent requirement of preventive action, preventive maintenance shall be undertaken by CCSPL without giving any intimation to customer. Planned Maintenance shall not exceed 24 hour in a quarter (considered on a revolving basis) subject to a maximum of 180 min at a stretch. Any unscheduled preventive action shall be taken up with due concurrence of customer.

4. Maximum Time to Respond/ Mean Time to Resolve (MTTR)

The Maximum Time to Respond/ Mean time to resolve for any problem reported by customer to CCSPL is as per the table given below:

Maximum Time to Respond	Mean Time to Resolve
30 Minutes	i. Hours

1. Link Availability Calculation

Link Availability on monthly basis shall be calculated as follows

Link Availability in a month (minutes)

Link Availability % = _____ X 100 %

Total Link Time in a month (minutes)

Where Link Availability (In minutes) = Total Link Time (in mins) - Link Unavailability (in mins)

Total Link time in a month (in minutes) = (no of days in a month) X 24 X 60

Schedule III – Data Processor Agreement for Customer

Data Processing Agreement for Customer

1. Scope, Order of Precedence and Term

This data processing agreement (the “Data Processing Agreement”) applies to CtrlS/ Company’s Processing of Personal Data on Your behalf as part of Company’s provision of Services (“Data Centre Services”).

The Services are described in (i) the applicable order for the services, (ii) the applicable Agreement or other applicable master agreement by and between You (Customer) and CtrlS (Service Provider) in which this Data Processing Agreement is referenced, and (iii) the Service Specifications (i, ii and iii collectively the “Data Centre Services Agreement”).

Unless otherwise expressly stated in the order for Data Centres Services, this version of the Data Processing Agreement is incorporated into and subject to the terms of the Data Centres Services Agreement, and shall be effective and remain in force for the Service Period of the Data Centres Services.

2. Definitions

2.1 For the purposes of this DPA:

- “Data Protection Legislation” means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy and data protection with respect to the processing of personal data by the Customer as Data Controller / fiduciary, including without limitation all binding (inter)national laws and other binding data protection or data security directives, laws, regulations and rulings valid at the given time including any guidance and codes of practices issued by the applicable supervisory authority;
- “You” means the customer entity that has executed the order for the agreed services under Data Centre Services
- “Data Subject/ Principal”, “Data Protection Officer”, “Process/Processing”, “Personal Data”, “Supervisory Authority”, “Controller / Fiduciary”, “Processor / Data Processor” have the meaning set forth under Applicable Data Protection Law (DPDP Act, GDPR)
- “Technical and Organisational Measures” or TOMs means those measures aimed at protecting personal data/ Identifiable Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. This includes the agreed applicable security requirements and security instructions and their updates applicable at each time and described in Annex II Technical and organisational measures to this Data Processing Agreement;
- “Applicable Data Protection Law” means all applicable laws, rules and regulations governing data privacy, law of the land ie of the customer and the service provider.
- “CtrlS / Company” means the CtrlS Data Centres Limited / or CtrlS Affiliates that has executed the order for the Data Centres Services.
- “CtrlS Affiliate(s)” means the subsidiar(y)(ies) of CtrlS that may Process Personal Data
- “CtrlS Services” shall refer to the Data Centre Colo and Managed Services and any other services provided by CtrlS to the Customer.
- “Customer Data” means all data, including PII / personal data, and software that is provided to customer or CtrlS by the Customer directly or indirectly, through the use of third party services or CtrlS Services.

- “Third Party Sub processor” means a third party subcontractor, other than an company or its Affiliate, engaged by Company/ CtrlS and which may Process Personal Data as well.
- “Customer Environment” shall mean the environment owned by the customer where various Services are deployed for the use of Customer, that is supported or managed by CtrlS as the Digital Partner on Record (DPOR), whether or not such Services are resold by CtrlS or otherwise procured by the Customer.

3. Customer Responsibilities

a. Compliance with Laws. Within the scope of the Agreement and in its use of the services, customer shall be responsible for complying with all requirements that apply to it under applicable Data Protection Laws such as DPDP Act, GDPR etc with respect to its Processing of Personal Data and the agreed Instructions it issues to CtrlS.

Categories of Personal Data and Data Subjects

In particular but without prejudice to the generality of the foregoing, customer acknowledge and agree for solely responsible for: (i) the accuracy, quality, and legality of Customer Data and the means by which [Customer Name] acquired Personal Data; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations (particularly for use by Customer for marketing purposes); (iii) ensuring [Customer Name] have the right to transfer, or provide access to, the Infrastructure for Processing in accordance with the terms of the Agreement (including this DPA); (iv) ensuring to provide Instructions to CtrlS regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws; and (v) complying with all laws (including DPDP Act and other Data Protection Laws) applicable to any emails or other content created, sent or managed through the Colo / Colo Managed Services. Customer informs CtrlS without undue delay if customer is not able to comply with responsibilities under this 'Compliance with Laws' section or applicable Data Protection Laws.

Controller/ Fiduciary Instructions. The parties agree that the Agreement (including this DPA), together with the use of the services in accordance with the agreement, constitute customer complete Instructions in relation to the Processing of Customers’ Data, so long as customer may provide additional instructions during the services term that are consistent with the Agreement, the nature and lawful use of the agreed service.

c. Security. You are responsible for independently determining whether the data security provided for in the services adequately meets the obligations under applicable Data Protection Laws. Customer is also responsible for secure use of the Services, including protecting the security of Personal Data in transit to and from the Services (including to securely backup or encrypt any such Personal Data).

4. CtrlS Obligations

Compliance with Instructions. CtrlS shall process customer data for the purposes described in this DPA or as otherwise agreed within the scope of customer lawful Instructions, except where and to the extent otherwise required by applicable law.

b. Conflict of Laws / Deviations. If CtrlS become aware that it cannot Process Personal Data in accordance with customer Instructions due to a legal requirement under any applicable law, CtrlS will (i) promptly notify legal requirement to the extent

permitted by the applicable law; and (ii) where necessary, cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as you issue new Instructions with which we are able to comply. If this provision is invoked, CtrlS will not be liable under this Agreement for any failure to perform the applicable services until such time as customer issue new lawful instructions with regard to the processing.

c. Security. CtrlS shall implement and maintain appropriate technical and organizational measures to protect the Personal Identifiable Data from Personal Data Breaches, as described under Annex 2 to this DPA ("Security Measures"). Notwithstanding any provision to the contrary, CtrlS may modify or update the Security Measures at its discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.

d. Confidentiality. CtrlS will ensure that any personnel is authorized to Process Personal Data on our behalf is subject to appropriate confidentiality obligations (whether a contractual or statutory duty) with respect to that Personal Data.

e. Personal Data Breaches. CtrlS will notify without undue delay after CtrlS become aware of any Personal Data Breach and will provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by customer. At customer request, CtrlS will promptly provide such reasonable assistance as necessary to enable customer to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if customer is required to do so under Data Protection Laws. CtrlS also notify relevant Personal Data Breaches to competent authorities under local Laws.

f. Modification, Updating, Deletion or Return of Personal Data. CtrlS shall delete or return all Customer Data, including Personal Data (including copies thereof) Processed pursuant to this DPA, on termination or expiration of existing contract in accordance with the procedures set out in Specific Terms. This term will apply except where CtrlS is required by applicable law to retain some or all of the Customer Data, or where we have archived Customer Data on back-up systems, which data CtrlS will securely isolate and protect from any further Processing and delete in accordance with organisation deletion practices. CtrlS may request the deletion after expiration or termination of services..

By using the CtrlS Services, Customer acknowledges that CtrlS may have access to Customer's Customer Data. Personal Information (as such term is defined in the CtrlS Privacy Statement) that CtrlS collects about Customer (other than Customer Data) during the purchase, account sign-up, use, or maintenance of Customer's account, shall be processed by CtrlS in accordance with all applicable laws. Customer agrees that, as and to the extent required by law, Customer shall notify Customer's individual users of the Infra Managed Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities and shall obtain Customer's users' consent to the same.

2. Customer hosting locations - Customer agrees that Customer is the Controller and primary Processor of Customer Data. Customer consents to the processing of Customer Data in, and the transfer of Customer Data into, the PODs selected by Customer. Customer may specify the location /regions in which Customer Data will be stored and accessible by Customer and Customer's end users. CtrlS shall not move Customer Data from Customer's selected POD or regions without Customer's instructions and without notifying Customer, unless required to comply with the law or requests of governmental entities. Such Processing of Customer Data is subject to this DPA and Customer Agreement. Customer warrants that Customer shall process any Customer Data that includes PII in compliance with Applicable

Data Protection Law. Customer agrees that if the POD or region Customer selects for storing Customer's PII is outside of Customer's own state, country, or other jurisdiction, then Customer's obligation to comply with Applicable Data Protection Law includes an obligation to comply with the law of the state, country or other jurisdiction in which the PII is stored. Customer shall, or Customer shall require its end users to implement those technical and organizational measures required by Applicable Data Protection Law relative to Customer's use of CtrlS Services and the nature and the volume of the PII processed through Customer's use of CtrlS Services. Customer is responsible for providing any necessary notices to individuals and for obtaining any legally required consent from individuals in relation to CtrlS's provision of any services to Customer or Customer's processing of any PII. Customer shall not, by any act or omission, place CtrlS or its Representatives in breach of Applicable Data Protection Law. CtrlS does not promise to backup Customer's data. Although certain services may be opted by the customer used as a backup service, Customer agrees that Customer is solely responsible for performing and testing restores as well as testing Customer's systems and monitoring the integrity of Customer's data.

5. Data / PII Principals Requests

Infra Managed Services provides a number of controls so that customer can retrieve, restrict Personal Data, which customer can use to assist it in connection with its obligations under Data Protection Laws, including obligations relating to responding to requests from Data Principals to exercise their rights under applicable Data Protection Laws ("Data Subject Requests").

To the extent that customer is unable to independently address a Data principal Request through the Infra Managed Services, then upon written request CtrlS will provide reasonable assistance to respond to any Data Principal Requests or requests from data protection authorities relating to the Processing of Data under the Agreement. Customer will reimburse for the commercially reasonable costs arising from this assistance.

If a Data Principal Request or other communication regarding the Processing of Personal Data under the Agreement is made directly to CtrlS, will promptly inform customer and will advise the Data principal to submit their request to customer. Customer will be solely responsible for responding substantively to any such Data principal requests or communications involving Personal Data.

CtrlS will promptly comply with all such instructions to the extent necessary for company to (i) comply with its Processor obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your Controller obligations under Applicable Data Protection Law relevant to Your use of the Data Centre Services, including assistance with notifying Personal Data Breaches , Data Subject requests mentioned in the Agreement implementing appropriate technical and organizational measures as set forth in the agreement

To the extent required by Applicable Data Protection Law, Company will immediately inform You if, in its opinion, Your instruction infringes Applicable Data Protection Law. You acknowledge and agree that CtrlS is not responsible for performing legal research and/or for providing legal advice to You.

6. Sub-Processors/third party sub processors

CtrlS agree we may engage sub-processors to process customer data to fulfil customer contractual requirement. CtrlS may not enter into in any agreement or any purchase orders without the prior consent of the customer.

Wherever CtrlS engages sub-processors, CtrlS shall impose data protection terms on the sub-processors that provide at least the same level of protection for data as those in this DPA (including, where appropriate, the Contractual Clauses), to the extent

applicable to the nature of the services provided by such Sub-Processors.

7. Data Transfers

Customer acknowledge and agree that CtrlS may host and process Personal Data as necessary to provide the service in accordance with the agreement, and in particular that Personal Data may be transferred to DR site which is in the same region or to other jurisdictions where customer has chosen DR site operations. Your Services environment to a different data center region without Your prior written authorization

Customer acknowledges that there are risks inherent in internet connectivity outside CtrlS's sphere of influence that may result in the loss of Customer's privacy, confidential information, and property. Customer acknowledges that CtrlS 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. CtrlS shall not responsible for any delays, delivery failures, or other damage resulting from such problems. CtrlS 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.

8. Demonstration of Compliance.

CtrlS will make all information reasonably necessary to demonstrate compliance with this DPA available to CtrlS and allow for and contribute to audits, including inspections conducted by or customer auditors in order to assess compliance with this DPA. Customer acknowledge and agree to exercise the audit rights under this DPA by instructing to comply with the audit measures described in this 'Demonstration of Compliance' section.

Customer auditors shall have access rights to the documents, sites and records with respect to the services to which it is given access in connection with the conduct of an audit exercise.

Any request for information or documents during audit exclude the Service Provider's confidential information such as (i) Service Provider's internal costing models, (ii) any confidential information relating to the Service Provider or its employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services or (v). Shared environment & shared service space. Further any third party auditor shall not be competitor of Service Provider.

There shall be a limit on the number of audits by customer not more than one audit in a quarter.

If a third party is to conduct the audit, the third party must be mutually agreed to by You and Company (except if such Third Party is a competent Supervisory Authority). Company will not unreasonably withhold its consent to a third party auditor requested by You. The third party must execute a written confidentiality agreement acceptable to Company or otherwise be bound by a statutory confidentiality obligation before conducting the audit. To request an audit, You must submit a detailed proposed audit plan to Company at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Company will review the proposed audit plan and provide You with any concerns or questions (for example, any request for information that could compromise Company security, privacy, employment or other relevant policies).

Company will work cooperative with You to agree on a final audit plan.

The audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and

Company's health and safety or other relevant policies, and may not unreasonably interfere with Company business activities.

You will provide Company any reports generated in connection with any audit under this Section, unless prohibited by Applicable Data Protection Law or otherwise instructed by a Supervisory Authority. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming compliance with the requirements of this Data Processing Agreement. The audit reports are Confidential Information under the terms of the Services Agreement.

CtrlS maintains valid security programs and that systems are audited annually as part of ISO 27001, 27017, SOC 1 & SOC 2 compliance and regularly tested by independent third party firms. Upon request and signing SOC NDA, CtrlS shall provide (on a confidential basis) our SOC 1 & 2 reports and certificate copies of ISO 27001, 27017, So that customers can verify compliance with this DPA.

Further, at written request, CtrlS shall provide written responses (on a confidential basis) to all reasonable requests for information made by customer necessary to confirm our compliance with this DPA, provided that customer will not exercise this right more than once per calendar year unless have reasonable grounds to suspect non-compliance with the DPA.

Legally Required Disclosure Requests

If Company receives any subpoena, judicial, administrative or arbitral order of an executive or administrative agency, regulatory agency, or other governmental authority which relates to the Processing of Personal Data ("Disclosure Request"), it will promptly pass on such Disclosure Request to You without responding to it, unless otherwise required by applicable law (including to provide an acknowledgement of receipt to the authority that made the Disclosure Request). At Your request, Company will provide You with reasonable information in its possession that may be responsive to the Disclosure Request and any assistance reasonably required for You to respond to the Disclosure Request in a timely manner

9. General Provisions

Amendments. Notwithstanding anything else to the contrary in the Agreement and without prejudice to the 'Compliance with the sections of this DPA', CtrlS reserve the right to make any updates and changes to this DPA and the terms that apply in the 'Amendment; No Waiver' section of the General Terms will apply.

b. Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA shall not be affected.

c. Limitation of Liability. Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this DPA (and any other DPAs between the parties) and the Contractual Clauses (where applicable), whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' section of the MSA and any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA). For the avoidance of doubt, if CtrlS, is not a party to the Agreement, the 'Limitation of Liability' section of the MSA Terms will apply as between customer and CtrlS, and in such respect any references to 'CtrlS'. In no event will either party's liability be limited with respect to any individual's data protection rights under this DPA (including the Contractual Clauses) or otherwise.

d. Governing Law. This DPA will be governed by and construed in accordance with the 'standard MSA; 'Applicable Law; Notice' sections of the Jurisdiction Specific Terms, unless required otherwise by Data Protection Laws.

4. Data Protection Officer Company has appointed a Data Protection Officer. Further details on how to contact Company's Data Protection Officer dpo@ctrls.in. If You have appointed a Data Protection Officer, You may request Company to include the contact details of Your Data Protection Officer in the relevant order for services.

10. Parties to this DPA

Permitted Affiliates. By signing the Agreement, customer enter into this DPA (including, where applicable, the Contractual Clauses) on behalf of, for the purposes of this DPA only, and except where indicated otherwise, the terms "Customer", "you" and "your" will include you and such Permitted Affiliates.

b. **Authorization.** The legal entity agreeing to this DPA as Customer represents that it is authorized to agree to and enter into this DPA for and on behalf of itself and, as applicable, each of its Permitted Affiliates.

c. **Remedies.** The parties agree that (i) solely the Customer entity that is the contracting party to the Agreement will exercise any right or seek any remedy under this DPA, and (ii) the Customer entity that is the contracting party to the Agreement will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself. The Customer entity that is the contracting entity is responsible for coordinating all Instructions, authorizations and communications with us under the DPA and will be entitled to make and receive any communications related to this DPA on behalf of its Permitted Affiliates.

d. **Other rights.** The parties agree that customer shall, when reviewing CtrlS compliance with this DPA pursuant to the 'Demonstration of Compliance' section, take all reasonable measures to limit any impact on CtrlS and its Affiliates by combining several audit requests carried out on behalf of the Customer entity that is the contracting party to the Agreement and all of its Permitted Affiliates in one single audit.

Annexure -1 - Technical and Organizational Measures

- Measures of pseudonymisation and encryption of personal data;
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing;
- Measures for user identification and authorization;
- Measures for the protection of data during transmission;
- Measures for the protection of data during storage;
- Measures for ensuring physical security of locations at which personal data are processed;
- Measures for ensuring events logging;
- Measures for ensuring system configuration, including default configuration;
- Measures for internal IT and IT security governance and management;
- Measures for certification/assurance of processes and products;
- Measures for ensuring data minimization;
- Measures for ensuring data quality;

- Measures for ensuring limited data retention;
- Measures for ensuring accountability; and
- Measures for allowing data portability and ensuring erasure.

Annexure –II – LIST of Parties, Details of Processing, Transfer, Retention and Governing Laws

A. LIST OF THE PARTIES	
Controller/Data Exporter:	The full name, address and contact details for the Data Exporter is set out in the Agreement
Processor/Data Importer	The full name, address and contact details for the Data Importer is set out in the Agreement
B. DETAILS OF PROCESSING/TRANSFER	
CATEGORIES OF DATA SUBJECTS	The categories of data subjects whose personal data are transferred are as those set out in the Agreement.
CATEGORIES OF PERSONAL DATA	Name, identification information, contact information such as email address, address, telephone number, invoice related information, account information, IT systems and operational information such as user name, IP address, personal online identifiers, user ID and password details, tracking information regarding patterns of software and internet usage, cookie identifier, device identification (e.g. UUID), location data (for example, mobile device ID, geo-location network data, location data derived from use of wi-fi access points), voice, video and data recordings and any other Personal Data submitted by Purchaser/Company to Supplier as Purchaser/Company's Processor as set out in the Agreement.
SPECIAL CATEGORIES OF DATA (IF APPLICABLE)	Racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences) as set out in the Agreement.
FREQUENCY OF THE TRANSFER	The data transfers under the Agreement will take place on a continuous basis.
NATURE OF THE PROCESSING	Data importer and its subprocessors are providing Services or fulfilling contractual obligations to the data exporter as set out in the Agreement. These Services may include the processing of Personal Data by data importer and/or its subprocessors.
PURPOSE OF PROCESSING/TRANSFER	The Personal Data will be Processed only for the purposes of performance of the Services under the Agreement.
RETENTION	The data exporter's Personal Data will be retained in accordance with the Agreement unless applicable law requires storage of the Personal Data for a longer period.
TRANSFER TO SUBPROCESSORS	The data importer may process and transfer Personal Data to subprocessors in relation to the performance of the Agreement and in accordance with the following scope:
C. COMPETENT SUPERVISORY AUTHORITY	
The competent supervisory authority shall be the supervisory authority which has jurisdiction in relation to the activities of the data exporter as controller under Applicable Privacy Laws.	
D. GOVERNING LAW AND CHOICE OF FORUM	
GOVERNING LAW	the Parties select the law of India
CHOICE OF FORUM	the Parties select the courts of Hyderabad

