

Standard Terms of Business for the Customer Service Agreement

1. RIGHT TO ACCESS; AND LIMITATIONS ON USE

- 1.1. To gain access to and use the Services, the Customer will be required to register and create an account on the byteEDGE Platform (the “App” or the “Platform”) by providing the requested details requested therein and agreeing to the terms of use of the Platform.
- 1.2. Further each user designated by the Customer that shall, or be permitted to, use the Services on the Platform subscribed by the Customer (“End - User”) shall also be required to register on the Platform by providing the details requested therein and agreeing to the terms of use, community guidelines and privacy policy for the Platform applicable to the End-User.
- 1.3. The Customer shall not misuse any information and materials provided on the byteEDGE Platform and shall use such information and materials solely for availing the Services in accordance with this Agreement. The Customer shall not, and shall procure that the End-User does not, (i) use the Services or Platform for any purpose other than as described in the Order Form, or as otherwise expressly permitted by byteEDGE-India; and/or (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or contents thereof in any way; or (iii) modify or reverse engineer the Services or contents thereof or make derivative works based on the Services or Platform.

2. FEES, INVOICING AND PAYMENT TERMS

- 2.1. byteEDGE-India shall raise invoices for the Services provided in accordance with the Order Form and the Customer shall pay the fees and expenses specified in invoices in accordance with the Order Form (“Subscription Fee”). All out-of-pocket expenses, cess and taxes (such as GST) shall be payable by the Customer over and above the Subscription Fee and shall be separately invoiced.
- 2.2. The Subscription Fee and the payment thereof shall be governed by the terms of this Agreement and the Order Form.
- 2.3. Unless otherwise agreed in the Order Form, byteEDGE-India shall raise quarterly invoices for the Subscription Fees (along with taxes) in advance of the provision of the Services to the Customer and such Subscription Fee shall be payable within prior to the commencement of each such quarter . The Customer acknowledges and understands that byteEDGE-India may refuse the Services unless the entire value of the

accrued Subscription Fee is received by byteEDGE-India. All amounts received by byteEDGE-India pursuant to this Clause 2 shall be non-refundable. If Customer designates another entity to receive invoices on its behalf, the Customer shall bear the cost of any tax leakage that may arise to byteEDGE-India on account of such change and shall remain liable to byteEDGE-India for the timely payment of the said invoice.

- 2.4. Any out-of-pocket expenses incurred by byteEDGE-India shall be invoiced to, and payable by, the Customer at the end of the term of the Services, or at such intervals as may be mutually agreed between the Parties.
- 2.5. If there is a dispute regarding an invoice, the Customer must notify byteEDGE-India in writing within 5 (five) days of receipt of the invoice. The Parties agree to cooperate in good faith to resolve any dispute in relation to an invoice. If the Parties are unable to resolve the dispute within 30 (thirty) days of the Customer notifying byteEDGE-India of such dispute, the dispute shall be settled in accordance with Clause 12.1 (*Governing Law and Dispute Resolution*), provided that the pendency of any such dispute shall not affect or impact the provision of any ongoing Services between byteEDGE-India and the Customer.
- 2.6. If any usage report or audit reveals that Customer’s use of the Services or Platform exceeds the number of permitted End-Users as mentioned in the Order Form, then byteEDGE-India shall notify Customer in writing of such excess (an “Overage”). Upon such notification (i) Customer will promptly execute amendments or Order Forms necessary to memorialize such Overage; and (ii) pay additional Subscription Fees to byteEDGE-India, depending on the Overage.

3. OBLIGATIONS OF BYTEEDGE-INDIA

- 3.1. byteEDGE-India shall carry out its duties and obligations under this Agreement in a timely and diligent manner with expertise, the highest professional standards and ethical business practices.
- 3.2. byteEDGE-India shall enable the Services in compliance with the Order Form and the agreed service standards including in relation to up-time and maintenance specified therein.
- 3.3. byteEDGE-India shall ensure Services in compliance with the applicable laws of the jurisdiction of its incorporation and shall ensure that all content displayed on the Platform is in compliance with applicable law.

- 3.4. byteEDGE-India shall obtain and maintain all licenses, registrations, approvals, permissions, sanctions, under applicable laws, if any, necessary to perform the Services.
- 3.5. During the Term of this Agreement, byteEDGE-India shall disclose all material and relevant information, which may either affect byteEDGE-India's engagement with the Customer currently or in the future or may be in conflict with the terms of this Agreement, either directly or indirectly.

4. OBLIGATIONS OF THE CUSTOMER

- 4.1. The Customer shall provide byteEDGE-India a list of End-Users that require access to the Services and the Platform and shall from time to time update this list of End -Users and enable byteEDGE-India to and shall co-operate with byteEDGE-India in, tracking the usage of the Platform by the End-Users.
- 4.2. The Customer shall, and shall procure that the End-Users, shall access/use the Services and the Platform in compliance with all applicable laws in the jurisdiction of such access/use.
- 4.3. The Customer shall conduct its own analysis on the compliance of the Service and Platform and contents thereof with the applicable laws of the jurisdiction in which the Services and Platform are used and/or accessed whether by the Customer or the End-Users.
- 4.4. The Customer covenants that it shall, and shall procure that the End-Users shall:
- (a) not swap or share the login identifications or passwords ("Logins") used to access the services and associated with any End-User or the Customer under any circumstance;
 - (b) not use the provided storage to store any information that is extraneous to or unnecessary for the operation or legitimate use of byteEDGE-India's services(s) or in violation of the Order Form;
 - (c) not use the user-defined fields to store sensitive personally identifiable information;
 - (d) notify byteEDGE-India immediately of any unauthorized use of any Logins used to access byteEDGE-India's services or any other known or suspected breach of security;
 - (e) report to byteEDGE-India immediately and use reasonable efforts to stop

immediately any copying or distribution of content that is known or suspected by the Customer to be infringing or unlawful;

- (f) notify byteEDGE-India promptly if the permission to avail Services set forth in an Order Form or this Agreement is exceeded and promptly (i) execute any amendments or Order Form necessary to memorialize such excess; and (ii) pay Subscription Fees associated with such excess;
- (g) not share any information, document or description, or use any of the content provided pursuant to the Services to any act that is defamatory, obscene, offensive, abusive, objectionable, pornographic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the applicable laws or terms of use or community guidelines of the Platform and Services;
- (h) not share any information which is harmful to a child;
- (i) not infringe any patent, trademark, copyright or other proprietary rights of byteEDGE-India or byteEDGE-Singapore and any of byteEDGE-Singapore Group Companies in relation to the byteEDGE Platform.
- (j) not violate or procure the violation of any law, statute, ordinance or regulation applicable to the Service, Platform, or byteEDGE-India or byteEDGE-Singapore or any of byteEDGE-Singapore Group Companies, or the terms of this Agreement or the terms of use of the Platform and/or Services;
- (k) not deceive or mislead any user about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- (l) not impersonate another person;
- (m) not display or publish any information which is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person,

- entity or agency for financial gain or to cause any injury to any person;
- (n) not display or publish any information which is false, inaccurate or misleading;
- (o) at any time, post or publish any comments or act in any way which will amount to harassment of any other user or Customer of byteEDGE-India or byteEDGE-Singapore or any of byteEDGE-Singapore Group Companies; and
- (p) Contain any viruses, trojan horses, worms, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. Each Party represents and warrants to the other Party that:
 - 5.1.1. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration;
 - 5.1.2. it has the corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
 - 5.1.3. this Agreement constitutes a valid and binding agreement of such Party, enforceable against it in accordance with its terms;
 - 5.1.4. performance under this Agreement does not and will not materially conflict with or result in a breach of any provision of any other agreement by which it may be bound; and
 - 5.1.5. it shall comply with all applicable laws in the performance of its obligations under this Agreement.

6. TERM AND TERMINATION

- 6.1. This Agreement shall commence on the Effective Date and will not expire unless terminated pursuant to the terms of this Agreement.
- 6.2. byteEDGE-India may terminate this Agreement forthwith in the event the Customer or any of the End-Users fail to comply with the terms of this Agreement (including the obligations of the Customer set out under Clause 5 above), any current and valid Order Form, or the terms of use displayed on the Platform or any other conditions or terms governing the use of the Services or the Platform or the contents thereof.

- 6.3. The Customer may terminate this Agreement forthwith in the event (i) byteEDGE-India fails to provide its Services in accordance with any current and valid Order Form(s); (ii) in the event of a downtime which exceeds the number of permissible downtime hours mentioned in the current and valid Order Form.
- 6.4. Notwithstanding anything to the contrary in Agreement, Customer will not have a right to terminate this Agreement at convenience during Lock-in period.
- 6.5. Notwithstanding anything to the contrary, this Agreement may be terminated by mutual agreement of the Parties in writing.
- 6.6. Consequences of Termination: Upon termination or expiry of this Agreement:
 - (a) byteEDGE-India shall, and shall procure that the End-Users do, immediately cease the use of the Platform and Services;
 - (b) The Customer and/or the End-Users shall forthwith cease to use any trademarks, logos, trade names and any other intellectual property of byteEDGE-India as may be authorized pursuant to this Agreement;
 - (c) The Customer shall promptly return or destroy as per the instructions of byteEDGE-India, all the tangible and/or intangible Confidential Information and intellectual property of byteEDGE-India or byteEDGE-Singapore or byteEDGE-Singapore Group Companies in its possession or control; and
 - (d) The expiration or termination of this Agreement for any reason will not release Parties from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination; or (b) remain to be performed; or (c) by their nature are intended to survive expiry or termination of the Agreement. Further, the Customer shall continue remain liable to byteEDGE-India for any outstanding payments (including any fees, out of pocket expenses, etc.) that remain payable to byteEDGE-India for the Services rendered up till the termination of the Agreement and/or the Services.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. For the purpose of this Agreement, “**Intellectual Property**” shall mean and include all patents, patentable rights, copyright, registered and unregistered design rights, utility models, trademarks and service marks (whether or not

registered), software, videos, audio-visual content, music, recordings, trade names, domain names, rights in inventions, rights in data, database rights, rights in know-how and Confidential Information, trade secrets and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for any registration of the same (present, future and contingent, and including all renewals, extensions and revivals of them) which shall be held by byteEDGE-India or byteEDGE-Singapore or any of byteEDGE-Singapore Group Companies.

7.2. The Customer hereby agrees that all Intellectual Property of byteEDGE-India or byteEDGE-Singapore or any of byteEDGE-Singapore Group Companies existing on the Effective Date and as developed subsequently by it and shared with the Customer whether as a part of the Services or on the Platform shall remain the exclusive and absolute property of byteEDGE-India or byteEDGE-Singapore or any of byteEDGE-Singapore Group Companies, as the case may be, and shall not be used by the Customer without prior written consent of byteEDGE-India. Customer shall not have any rights over the Services, Platform, or the content displayed thereon. Subject to the payment of the Subscription Fees under the relevant Order Form, the Customer is only granted a non-exclusive, non-transferable and limited right to enjoy the Services and the byteEDGE-Platform, strictly in accordance with this Agreement and solely for the purposes specified in the Order Form.

7.3. The Customer shall immediately notify byteEDGE-India on obtaining knowledge of any actual or threatened: (a) infringement or misappropriation of the proprietary and intellectual property rights in the Services, Platform or a Intellectual Property of byteEDGE-India or byteEDGE-Singapore or any of byteEDGE-Singapore Group Companies, as the case may be,; or (b) proceedings regarding a claim of infringement or misappropriation of a third party's proprietary and intellectual property rights by the Services, Platform or the Customer's Intellectual Property. The Customer shall further provide all reasonable assistance to byteEDGE-India in enforcing and defending its rights under this Agreement.

7.4. This clause 7 shall survive termination or expiry of this Agreement.

8. INDEMNITIES AND LIMITATION OF LIABILITY

8.1. byteEDGE-India shall defend, indemnify and hold harmless the Customer from and against any claims and direct losses arising out of:

- (a) Violation of applicable laws by byteEDGE-India in rendering the Services;
- (b) Infringement of third party intellectual property rights by byteEDGE-India;
- (c) Gross negligence, fraud, willful misrepresentation by byteEDGE-India.

8.2. In order to seek or receive indemnification pursuant to the provisions of this Section 9.1, (i) byteEDGE-India shall be notified promptly in writing by Customer within 10 (ten) days of any claim of which it is aware for which indemnification may be claimed; (ii) byteEDGE-India shall have the sole control of the defence of any such service claim and of all negotiations for its settlement or compromise; and (iii) Customer shall cooperate reasonably with byteEDGE-India in the defense, settlement, or compromise of such service claim. byteEDGE-India will not be responsible for the expenses, including attorney's fees, of the Customer incurred, but the Customer may participate therein and retain counsel at its own expense. byteEDGE-India will not be responsible for any settlement or compromise made by the Customer without byteEDGE-India's written consent.

8.3. If Customer's use of byteEDGE-India's services is enjoined, or if in byteEDGE-India's sole judgment is likely to be enjoined, byteEDGE-India may, at its sole option and expense, and as a complete remedy to Customer, either (a) substitute equivalent non-infringing software for the infringing item; (b) modify the infringing item so that it no longer infringes but remains functionally equivalent; (c) obtain for Customer the right to continue using such item; or (d) if byteEDGE-India deems none of the foregoing are commercially practicable, terminate the Services, accept return of the infringing Services, and grant the Customer a pro-rated credit of the portion of the Subscription Fees collected by byteEDGE-India and attributable to the part of the Services which were not rendered by byteEDGE-India to the Customer.

8.4. Further, byteEDGE-India shall not have any liability to the Customer under this Section 8 to the extent that any infringement or claim thereof is based upon (i) content and/or materials which does not belong to byteEDGE-India or byteEDGE-Singapore or any of byteEDGE-Singapore Group Companies, as the case may be,; (ii) use of byteEDGE-Platform Services in combination with any equipment or software not supplied hereunder where byteEDGE-India's Services would not otherwise be infringing; (iii) compliance with designs, plans, or specifications provided by the Customer; (iv) use of byteEDGE-Platform and any Services in an application or

environment for which it was not designed or not contemplated under this Agreement; (v) use of other than the most recent release of byteEDGE-Platform provided to the Customer; (vi) use of byteEDGE-India's Services in breach of this Agreement; and/or (vii) any claims of infringement in which Customer or any Affiliate of has an interest or license in the property allegedly infringed upon by the applicable byteEDGE-India's services.

8.5. The Customer shall indemnify, defend, and hold byteEDGE-India, its directors, partners, officers, employees, agents, Group Companies and affiliates from and against any and all losses, damages, claims (including third party claims), suits, actions, judgments, costs and expenses (including reasonable attorney's fees) arising out of or in connection with:

- (a) fraud, gross negligence or willful misconduct by the Customer and/or any End-User;
- (b) a breach of the terms of this Agreement including but not limited to breach of obligations of the Customer, representations and warranties and breach of the terms relating to intellectual property, data protection and privacy and confidentiality provisions;
- (c) claims arising out of or in connection with the use (including wrongful use) of the Platform and/or the content thereon or projection or such content (which is not authorized under this Agreement) by the Customer and/or End-Users or any of their representatives or any third party who gains access through the Customer or End-Users.

8.6. Notwithstanding any other provision of this Agreement: (a) byteEDGE-India's liability to the Customer under this Agreement, will be limited to the Subscription Fees paid by the Customer to byteEDGE-India under the Order Form executed under this Agreement; and (b) in no event will byteEDGE-India be liable to the Customer under this Agreement or under any theory of contract, tort or otherwise for any indirect, special, incidental, consequential, exemplary or punitive damages including but not limited to costs of procurement of substitute services, loss of goodwill or loss of business, even if byteEDGE-India has been advised of the possibility of such damages.

8.7. Notwithstanding any other provision of this Agreement, byteEDGE-India will have no liability under this Agreement for any claims arising out of or in connection with: (a) use of the

Customer's intellectual property by byteEDGE-India for the provision of Services; (b) use of the Services or Platform by the Customer, End-Users, or persons ostensibly acting for or through them in a manner not authorized by byteEDGE-India or against the instructions issued by byteEDGE-India or the provisions, terms and conditions of this Agreement and/or the Order Form; or (c) use of the Services in a manner and for a purpose that is unlawful or prohibited under this Agreement and/or the Order Form.

8.8. Notwithstanding anything contained in this Agreement the Customer shall have perpetual and uncapped liability in respect for all actions of the End-Users and all persons acting on their behalf or who gain access to the Services or the Platform through the Customer or End-Users that have an adverse impact on byteEDGE-India, the Services or the Platform, irrespective of whether such actions was authorized by the Customer and also irrespective of whether byteEDGE-India can or is pursuing a claim against such person.

8.9. This Clause 8 shall survive termination or expiry of this Agreement.

9. CONFIDENTIALITY

9.1. For the purpose of this Agreement, "**Confidential Information**" shall mean and include any information disclosed by byteEDGE-India to the Customer, in writing, orally, electronic or other form, including, without limitation, technical and business information, intellectual property rights, software programs, reports, employee details, know-how, financial information, pricing policies, marketing and product/ service development plans, personal information or any other commercially valuable information. Confidential Information shall also include any non-public information or any information which by its nature and in the circumstances shall be treated as confidential and proprietary by a reasonable person. However, Confidential Information shall not include information that (i) is or becomes publicly available without any fault on part of byteEDGE-India; (ii) is lawfully acquired by byteEDGE-India from a third party without any corresponding confidentiality obligations; (iii) as can be evidenced by written records, is independently developed by byteEDGE-India without reference to any Confidential Information; (iv) as can be evidence by written records, was in possession of byteEDGE-India prior to disclosure of Confidential Information; (v) is disclosed pursuant to the order of a court or governmental agency or where required by operation of law, only to the extent legally required, provided a prompt notification of such requirement is sent to byteEDGE-India to enable byteEDGE-India to obtain a protective order against such disclosure.

- 9.2. The Customer shall keep in strict confidence any and all the Confidential Information of byteEDGE-India and shall not use the Confidential Information for any purpose other than for performing its obligations under this Agreement. The Customer shall take all measures it uses for protecting its own Confidential Information, but in no event less than reasonable measures.
- 9.3. The Customer shall restrict disclosure of the Confidential Information solely to those of its employees, agents, consultants and other professional advisors (collectively "**Representatives**") strictly on a need-to-know basis and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement. The Customer shall remain responsible and liable for any unauthorized disclosure or use of Confidential Information by its Representatives.
- 9.4. Upon Customer's discovery of any unauthorized use or disclosure of Confidential Information, the Customer shall immediately without undue delay notify byteEDGE-India of such unauthorized use or disclosure and shall take such actions as maybe required by byteEDGE-India.
- 9.5. The provisions of this Clause 9 shall survive the termination of this Agreement.
- 9.6. The Customer shall not disclose the fact of execution of this Agreement, or any other agreement, terms or documents executed by it, or its relationship/engagement, with byteEDGE-India or byteEDGE-Singapore or any of byteEDGE-Singapore Group Companies, or the terms thereof, to any third party without the prior written consent of the relevant byteEDGE entity. Both Parties shall however free to make any press release or other public announcement regarding this relationship/engagement.

10. FORCE MAJEURE

- 10.1. Neither Party shall be liable for any delay in performance any of its obligations under this Agreement due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to act of God, government order, change in existing laws, acts of civil or military authorities, riots or civil disobedience, wars, strikes, pandemic, epidemic, lockdown, man-made / natural calamity, outage of internet or telecommunication services or labour disputes (each, a "**Force Majeure Event**").
- 10.2. Within seven (7) days of occurrence of Force Majeure Event, the affected Party shall notify the other Party. If the Force Majeure Event continues for more than 30 (thirty) days, byteEDGE-India may terminate this Agreement.

11. MISCELLANEOUS

- 11.1. Other Terms and Conditions – (i) This Agreement and the Services and the Customer's use of the Platform and Services shall be governed in addition to this Agreement by the terms of use, privacy policy, and other conditions as may be updated and communicated to the Customer from time to time; (ii) the provisions of Annexure II shall apply to this Agreement as if inserted in the appropriate place in the main Agreement, and they shall not be construed as being independent of this Agreement.
- 11.2. Assignment – No rights, privileges or obligations under this Agreement may be assigned, transferred or sub-contracted by the Customer without the prior written consent of byteEDGE-India.
- 11.3. Waiver – Failure by either Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter. A waiver by either Party of a breach of any provision of this Agreement shall not constitute a waiver of a similar or any other breach in the future. No waiver shall be effective unless in writing and duly executed by an authorized representative of the relevant Party.
- 11.4. Reservation of Rights – The rights of the Parties under this Agreement are independent of, and in addition to, such other rights and remedies that the Parties may have under law, equity or otherwise, including the right to seek specific performance and injunctive relief.
- 11.5. Modification – Any waiver, amendment, replacement, modification or cancellation of any part of this Agreement or Order Form shall not be effective unless agreed in writing by both Parties.
- 11.6. Survival. The provisions of Clause 6.5 (Consequences of Termination), Clause 7 (Intellectual Property Rights), Clause 8 (Indemnification and Limitation of Liability), Clause 9 (Confidentiality), Clause 11 (Miscellaneous) of this Agreement and Clause 12.2 (Non-Solicitation), Clause 11.10 (Notices), Clause 12.1 (Governing Law and Dispute Resolution), shall survive termination of this Agreement or any Order Form.
- 11.7. Severability – Any provision of this Agreement which is prohibited or held to be unenforceable in any jurisdiction by a court or tribunal of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. The prohibited or unenforceable provision shall be substituted, by mutual

consultation and agreement of the Parties, with a provision that most closely reflects the original intent of the Parties to the extent permitted by applicable law.

- 11.8. Entire Agreement – Subject to Clause 11.1, this Agreement together with the annexures, and Order Forms, constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes, replaces and terminates all prior understandings, negotiations, discussions, writings and agreements between the Parties, if any.
- 11.9. Counterparts - This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the Parties, and all of which together shall constitute one and the same instrument.
- 11.10. Notices – Any notice or communication to be given under this Agreement by either Party to the other shall be in writing, in English and delivered (i) personally; or (ii) by registered mail, postage prepaid, return receipt requested; (iii) electronic mail; or (iv) by a commercial overnight courier that guarantees next day delivery and provides a receipt to the address mentioned in Annexure II or as may be provided by the Parties.
- 11.11. Relationship between the Parties – The Parties agree that byteEDGE-India is an independent contractor with respect to the Services performed under this Agreement. The Parties agree that this Agreement does not create a joint venture or principal agent relationship between the Parties. Nothing in this Agreement shall be construed as authorizing either Party to make any representations or create any binding obligations on behalf of the other.
- 11.12. Feedback - If Customer provides feedback, requests features, changes or tools, or otherwise provides comments relating to the Service or provides suggestions or ideas for improving the Service (all the aforementioned referred to as “**Feedback**”), notwithstanding anything stated to the contrary in this Agreement, the Customer agrees that such Feedback will be fully assigned to byteEDGE-India without any obligation of Service Provider to pay separate compensation, and byteEDGE-India shall have the title of, and own all rights to, such Feedback and may thus use and incorporate them into its product offerings.
- 11.13. Further Assurances. Each Party shall take all reasonable actions necessary to give effect to the terms of this Agreement and to ensure that it fulfils its obligations under this Agreement. Each Party shall further provide all reasonable assistance to the other Party in enforcing and defending its rights under this Agreement.

12. Jurisdiction Specific Terms

12.1. Governing Law and Dispute Resolution- This Agreement (and any dispute or claim relating to it, its enforceability, or its termination) is to be governed by and construed in accordance with the laws of India. Each of the Parties agrees that, if any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of this Agreement, the Parties shall attempt, for a period of 30 (thirty) days from the receipt of a notice from the other Party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the Parties. If the said dispute(s) cannot be settled by mutual discussions within the thirty-day period provided above, either Party may refer the matter to a sole arbitrator to be mutually appointed in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in English language at New Delhi. The courts at New Delhi shall have the exclusive jurisdiction over any disputes relating to the subject matter of this Agreement.

12.2. Non-Solicit – The Customer shall not, without the prior written consent of byteEDGE-India, directly or indirectly solicit, hire or contract with any employee of byteEDGE-India during the term of this Agreement and for a period of 1 (one) year after the effective date of termination of this Agreement. This clause shall not restrict the Customer from hiring or contracting with an employee of byteEDGE-India who responds to a public notice regarding a job opening posted by it.

12.3. Data Privacy –

- a. Each Party shall at all times, ensure that it is in compliance with applicable data protection and privacy regulations in the relevant jurisdictions, including Singapore and India, in connection with its business and this Agreement.
- b. byteEDGE-Singapore and byteEDGE-India shall collect, store, access, use, disclose or otherwise process any personal data strictly for the purpose of performing its obligations under this Agreement and for its internal business operations and ensure that it has appropriate data security arrangements in place to prevent unauthorized collection, storage, access, use, disclosure or other processing of personal data.
- c. Each Party shall promptly notify the other Party of any information security breaches or incidents that could impact the performance of either Party's obligations under this Agreement or detrimentally impact any data or protocols of the other Party or the Platform. The Parties shall cooperate in good

faith to jointly determine the corrective action required to be taken in connection with such information security breach or incident.

- d. Each Party shall be liable for any acts or omissions of its authorized representatives that result in a contravention or breach of this clause.
- e. byteEDGE-Singapore and byte-EDGE India collects certain information to identify the Customer and End-Users such as first name, last name, username, business address, corporate or personal email address, telephone numbers, interests and preferences in receiving marketing from byteEDGE-India and byteEDGE-Singapore and select third-parties, usage of byteEDGE-India's Services.

g. The Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore shall not apply to this Agreement and, unless otherwise expressly provided herein, no person who is not a party to this Agreement shall have or acquire any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore.

The basis for collection of such information is:

- i *Consent*: To collect and process certain information, as per the requirements under the applicable data protection laws, Customer's consent is sought at the time of collection of the information and such processing will be performed where consent is secured.
- ii *Compliance with a legal obligation*: The information collected may be processed by us, to the extent that such processing is necessary to comply with a legal obligation.

The collected information shall be used to analyse trends, to conduct research, to administer the Services, to learn about learning patterns and movements around the Services and products and to gather demographic information and usage behaviour as a whole. Further the collection and usage of all information/data is detailed in and shall be governed by the Company's published privacy policy on the Platform.

byteEDGE-India may use the information so collected in compliance with applicable law in the jurisdictions in which it and the Customer operate to contact the Customer from time to time, to provide the Customer with the Services, important information, required notices and marketing promotions. Further, the Customer shall, at any time while using the Services, also have an option to withdraw its consent by providing a written notice to byteEDGE-India.

f. Notice Details:

If to byteEDGE-India:

Name: [insert]
Address: [insert]
Email: [insert]

If to the Customer:

Name: [insert]
Address: [insert]
Email: [insert]