

TERMS AND CONDITIONS

1. Cloud services shall mean Cloud Software as a Service (SaaS), Cloud Platform as a Service (PaaS) and Cloud Infrastructure as a Service (IaaS) as subscribed by the Buyer.

2. All orders placed by the 64 Network Security Pvt Ltd shall be subject to the terms and conditions of sale herein below. The Buyer shall not be entitled to vary, amend, add or alter any of these conditions.

3. Every invoice shall be a binding contract 64 Network Security Pvt Ltd and Buyer on principal dealing with principal basis and shall be deemed conclusive on acceptance of the Cloud Services by/on behalf of the Buyer. The Buyer shall not in any event be deemed or construed to be an agent, contractor or representative of 64 Network Security Pvt Ltd. This Contract shall be in addition on the terms of Reseller Agreement and other specific terms of respective Cloud Service Provider.

4. The Buyer shall ensure that it and its purchasers comply with all provisions of anti corruption laws including but not limited to FCPA, UK Bribery act, Prevention of Corruption Act, or such other applicable Laws.

5. Buyer shall be responsible for payment of VAT, CST, GST, Service Tax or any other applicable taxes. If at any time before or after receipt of Cloud Services by the Buyer of all or any part of the Cloud Services, any duty/tariff/tax or charge of whatsoever nature is imposed/ increased by the Government of India or the State Government or any other statutory authority with retrospective effect, then the Buyer shall be liable to reimburse 64 Network Security Pvt Ltd to the extent of the new imposition or increase thereof.

6. The contract is subject to force majeure events which includes but is not limited to Act of God, fire, flood, war, public disaster, strike, governmental enactment, rule or regulation or any other cause beyond 64 Network Security Pvt Ltd control. 64 Network Security Pvt Ltd shall not be liable for delay in rendering Cloud services on account of such force majeure events. The Buyer shall not be entitled for any compensation, damages, loss under any circumstances even if 64 Network Security Pvt Ltd is advised of such possibility earlier.

7. The buyer shall furnish sales tax forms wherever applicable within the stipulated time, failing which 64 Network Security Pvt Ltd shall have the right to raise supplementary invoice for the difference in the sales tax amount in a particular invoice. It is the responsibility of the buyer to avail input tax credit as per the applicable law against the invoices issued and 64 Network Security Pvt Ltd In such cases shall not be responsible for any erroneous claim so raised or disallowance of input tax credit on the buyer for any whatsoever.

8. No credit or set-off for sales tax and other statutory levies already collected will be entertained. The Buyer shall provide necessary certificates against statutory deductions made out of the payments paid to 64 Network Security Pvt Ltd, within ninety (90) days after the expiry of each quarter failing which 64 Network Security Pvt Ltd shall have the legal right to raise separate invoice on the Buyer against the amount so deducted. Any amount deducted shall be the liability of the Buyer.

9. No dispute regarding the quantity, quality, functionality of the Cloud Services or issues relating to any declarations can be raised without written notice to 64 Network Security Pvt Ltd within five days of this invoice. In respect of any complaint of whatsoever nature that may be lodged with respect of the Cloud Services, the Buyer agrees to first make payment in full before raising such claim.

10. All payments for the Cloud services shall be done through CHEQUE/RTGS/NEFT on or before the due date mentioned in the invoice through the payment gateway made available to the Buyer. Buyer irrevocably undertakes not to hold payments due to 64 Network Security Pvt Ltd on account of dispute between the Buyer and the Cloud Service Provider or a third party for whatever reason. All payments for the Cloud Services made through CHEQUE/RTGS/NEFT shall be deemed to have been paid at Chennai, subject to the provisions of N.I Act/PSS Act as the case may be. The buyers shall pay interest at the rate of 24% per annum or the maximum interest allowed under applicable laws for payment made beyond the due date.

11. All bank charges in respect of the payment to be made under this invoice shall be to the account of the Buyer.

12. Any notice or other documents to be served on the Buyer by 64 Network Security Pvt Ltd shall be validly served if sent by ordinary prepaid post to the known address of the Buyer.

13. Any and all Dispute arising out of all or any terms of this Contract between the parties herein shall be resolved through Arbitration. Either of the Parties may notify the Dispute to the other party, enabling them to find an amicable settlement of the Dispute within 30 days of such notification. In the event of no amicable settlement is arrived within 30 days as stated supra, either of the parties shall refer the dispute to Arbitration; 64 Network Security Pvt Ltd, shall immediately appoint a sole Arbitrator within one month of such reference of dispute to Arbitration. The finding of the Sole Arbitrator shall be final and be binding on all parties. The Venue for the Arbitration shall be exclusively at Hyderabad. The parties explicitly agree that all or any legal proceedings in connection with the Arbitration proceedings shall be subject to the exclusive Jurisdiction of Courts in Hyderabad.

14. It is acknowledged and confirmed that 64 Network Security Pvt Ltd, is entitled to transfer or assign any of its rights arising out of this contract/invoice including without limitation, assigning of the receivables under this Contract or any other Agreement between 64 Network Security Pvt Ltd and the Buyer to any third party, without having to secure any separate consent from the Buyer.

15. Buyer acknowledges that this is a contract for supply/fulfillment of Cloud Services and the Cloud Services so provided under these presents are being made available "AS IS" provided by the Cloud Service Provider or their respective Suppliers. 64 Network Security Pvt Ltd does not make any representation towards warranty or functionality or fitness for purpose in respect of the Cloud Services made available hereunder. All claims of warranty should be addressed only to the Cloud Service Provider.

16. The Buyer explicitly agrees not to hold 64 Network Security Pvt Ltd responsible and liable for quality, functionality or defect in the Cloud Services provided hereunder including intellectual property infringement claims from the Buyer or a third party. Buyer undertakes not to use the , trademarks or trade names of 64 Network Security Pvt Ltd or Cloud Service Providers without the prior written consent of 64 Network Security Pvt Ltd.

17. Buyer hereby undertakes to comply with any import, re-import, export and re-export control laws or regulations that are applicable to Cloud Services and shall not under any circumstances, use, sell or cause to be sold through any third party, the Cloud Services for use in connection with chemical, biological, nuclear weapons, mass destructive or in unauthorized applications or in a facility engaged in such activities, within or outside india and to customers who are prevented from receiving the Cloud Services under any laws including U.S export Regulations.

18. 64 Network Security Pvt Ltd shall not be responsible for any wrong/mis-representation made by Buyer in respect of the Cloud Services.

19. The total cumulative liability of 64 Network Security Pvt Ltd to the Buyer, its customers or to any third party shall not under any circumstances exceed the amount of the particular invoice which gave rise to such claim. 64 Network Security Pvt Ltd shall not be liable for any direct, indirect, special or consequential damages even if advised of such possibilities earlier.