

MADE TERMS AND CONDITIONS

These Made Terms and Conditions are applicable to and govern the User Account created by you the Customer, and us the Supplier for the provision of Made Services. Supplier and Customer are sometimes hereinafter referred to individually as a "**Party**" and collectively, as the "**Parties**".

1. DEFINITIONS

“**Acceptable Use Policy**” or “**AUP**” means the Supplier’s Acceptable Use Policy as amended by Supplier from time to time and which is available on the Website.

“**Affected Service**” means the individual Service being Unavailable.

“**Agreement**” means any Order and these Terms and Conditions collectively.

“**Affiliate**” means an entity that now or in the future, directly or indirectly controls, is controlled by or is under common control with a Party. For purposes of the foregoing, "control" shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in said entity.

“**Billing Period**” means a monthly period for which billable services are provided.

“**Customer**” means the individual who registers for a User Account on the Made.com Website.

“**Customer Data**” means any data (including but not limited to any software application) stored by Customer on the Server Space in connection with the Supplier Services.

“**Customer Personal Information**” means any information related to End Users that may identify an individual, including without limitation names, addresses, telephone numbers, electronic addresses, passwords, credit card numbers or other account data, or any information regarding an individual that is protected under any Privacy Laws applicable to the Services.

“**Customer Technology**” means Customer's proprietary technology, including without limitation, all text, pictures, sound, video, and log files, Customer's software (in source and object forms), user interface designs, architecture and documentation (both printed and electronic), know-how, and any related Intellectual Property Rights throughout the world (whether owned by Customer or licensed to Customer from a third party).

“**End Users**” means any person or entity deriving use of the Services through the Customer including but not limited to the Customer, an Affiliate of the Customer or a customer of the Customer.

“**Force Majeure Event**” is any event beyond a Party's reasonable control, including, without limitation, acts of war, acts of God, earthquake, hurricanes, flood, fire or other similar casualty, embargo, riot, terrorism, sabotage, strikes, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, court orders, condemnation, failure of the Internet or other event of a similar nature.

“**Governmental Authority**” means any federal, national, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and communications authorities.

“**Made Service(s)**”, “**Supplier Service(s)**” or “**Service(s)**” means those services provided by Supplier to Customer pursuant to which the Customer may store its data and/or use the Software via the infrastructure provided by Supplier, as further described in the Order.

“**Intellectual Property Rights**” means and includes any and all intellectual property of whatever nature and kind including without limitation patents, registered designs, trade marks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyrights, database rights, design rights, and all similar property rights including those subsisting (in any jurisdiction) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and applications and the right to apply for protection of any of the above rights.

“**Monthly Charges**” or “**MC**” means the aggregate charges payable to Supplier by Customer on any given billing period for the use of the Services.

“**Order**” means the order submitted by Customer to Supplier via the Website requesting the opening of an account and setting out matters relating to Supplier's delivery of Services to Customer and governed by these Terms and Conditions.

“**Privacy Laws**” means any applicable law, regulation or binding policy of any Governmental Authority that relates to the collection, use, processing, security and/or protection of Personal Information, data privacy, trans-border data flow or data protection.

“**Privacy Policy**” means Supplier’s Privacy Policy as amended by Supplier from time to time and which is available on the Website.

“Server Space” means the space allocated by Supplier to Customer for Customer’s use in the servers owned or controlled by Supplier.

“Service Commencement Time” means (i) the time Supplier commences providing the Service as notified by Supplier to Customer; or (ii) the time Customer begins using the Services, whichever date is earlier.

“Services Fees” means charges for Supplier Services (including but not limited to monthly recurring charges and non-recurring charges) as identified in the relevant Order.

“Service Level Agreement” or **“SLA”** means the service level provisions describing the service level targets as set out in Section 9.

“Service Unavailability Credit” means the credit provided by Supplier to Customer in relation to an Unavailable Service.

“Software” means any software application provided by Supplier which the Customer may be entitled to use in accordance with any Order.

“Supplier” means:

If Customer is a resident in one of the countries below the Supplier shall be the entity set out across:

<u>Customer’s country of residence</u>	<u>Supplier</u>
Australia	Tata Communications (Australia) Pty Ltd
Austria	TCPoP Communication GmbH
Belgium	Tata Communications (Belgium) SPRL
Malaysia	Tata Communications (Malaysia) Sdn Bhd
Canada	Tata Communications (Canada) Ltd
France	Tata Communications (France) SAS
Germany	Tata Communications Deutschland GmbH
Hong Kong	Tata Communications (Hong Kong) Ltd
Hungary	Tata Communications (Hungary) LLC
India	Tata Communications Limited
Ireland	Tata Communications (Ireland) Ltd
Italy	Tata Communications (Italy) S.R.L.
Japan	Tata Communications (Japan) K.K.
Netherlands	Tata Communications (Netherlands) BV
New Zealand	Tata Communications (New Zealand) Limited
Norway	Tata Communications (Nordic) AS
Poland	Tata Communications (Poland) Sp zoo
Portugal	Tata Communications (Portugal) Instalação e Manutenção de Redes LDA
Russia	Tata Communications (Russia) LLC
Singapore	Tata Communications International Pte Ltd

Spain	Tata Communications (Spain) SL
Sri Lanka	Tata Communications Lanka Limited
Sweden	Tata Communications (Sweden) AB
Switzerland	Tata Communications (Switzerland) GmbH
Taiwan	Tata Communications (Taiwan) Limited
UK	Tata Communications (UK) Ltd
USA	Tata Communications (America) Inc.

If Customer is not a resident in any of the countries above the Supplier shall be Tata Communications (UK) Limited.

“**Supplier Network**” means the telecommunications network, including but not limited to fibres and optical and wired/wireless transmission equipment, which is owned and/or leased and operated and maintained by Supplier or its Affiliates.

“**Supplier Technology**” means Supplier's proprietary technology, including without limitation, Supplier Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, business methods, and any related Intellectual Property Rights throughout the world (whether owned by Supplier or licensed to Supplier from a third party).

“**Terms and Conditions**” mean these Made Terms and Conditions.

“**Third Party Services**” mean access to third-party applications and feeds within the software.

“**Unavailable**” means that Customer is unable to access its subscribed resources running on the Made Service platform due to failure of a critical component of the Service (including virtual server, server instance, firewall, load balancer, switch, storage platform, and connectivity to Supplier Network services (i.e. Internet and MPLS) from the Made Service platform); and “**Unavailability**” means accordingly.

“**User Account**” means the user account as defined in clause 2.1 below.

“**Website**” means the Made Website available at www.Madeapp.co

2. SUPPLIER SERVICES

2.1 User Account. Prior to your first use of the Made Software, you will be asked to create a User Account and enter an email address and password. We recommend that you choose a password that is hard to guess and consists of letters, numbers and symbols. You may only use the Software through your User Account. You are solely responsible and liable for all activities conducted through your User Account. To prevent unauthorised use, you shall keep your password confidential and shall not share it with any third party or use it to access third party Websites or services. If you suspect that someone else knows your password, then you shall immediately change it in order to protect the security of your User Account. It is your responsibility to ensure that you do not respond to any unsolicited requests for credit card details, passwords or other data. Supplier takes no responsibility for your failure to comply with the obligations in this paragraph 2.1.

2.2 Access to Third-Party Services. The Made software enables Customer to integrate content and data from third-party services. Supplier does not warrant that all third-party services will work at all times and reserves the right to remove and add support for specific third-party services.

2.3 Term. The Made Software will be provided on an indefinite-time basis and may be terminated at any time by Customer upon a prior written notice to Supplier or by selecting ‘Cancel Service’ in the Account section of the Website.

2.4 Software Licences. Customer may be provided with the right to use certain Software which shall be governed by the terms of the relevant Software licence terms available at the Website. Customer agrees, acknowledges and authorizes Supplier to enter into relevant Software license in Customer's name as a client to satisfy any Software license terms and third party Software license terms so as to accomplish any Services of Supplier pursuant to this Terms and Conditions. Customer agrees and acknowledges that Supplier is not renting any client software to Customer.

2.5 Demarcation of Responsibilities. For the avoidance of doubt, the Supplier is only responsible for providing management of server host hardware including storage and a web based portal for overall management of the Service and, if requested by Customer and agreed by Supplier, the provision of the Software. Customer is responsible for managing and operating the Software including but not limited to patch management, upgrades, antivirus, system security, application programs and data. Customer is also responsible for managing and configuring its use of the Service (via the Website and any application interface provided) including but not limited to user access administration, security controls and payment information.

2.6 Suspension, technical improvement and maintenance. From time to time, Supplier may need to perform maintenance on or upgrade the Software, Products or Websites or the underlying infrastructure that enables you to use the Software, Products or Websites. This may require Supplier to temporarily suspend or limit your use of some or all of the Software, Products or Supplier Websites until such time as this maintenance and/or upgrade can be completed. To the extent possible and unless an intervention is urgently required, Supplier will publish the time and date of such suspension or limitation on the Supplier Website in advance. You will not be entitled to claim damages for such suspension or limitation of the use of any Software, Product or Supplier Website.

3. PAYMENT

3.1 Free Access. The Made service can be used free of charge. Additional services can be accessed for a fee. The Supplier reserves the right to cancel Customer's User Account and access to any or all of the Made service for any reason or no reason.

3.2 Fees. The Supplier shall charge the Services Fees to Customer as detailed in the pricing page on the Made Website. Supplier shall be entitled to increase or decrease its Service Fees upon a thirty (30) day prior written notice to Customer.

3.3 Billing and Payment. Billing for the Supplier Services shall commence on the Service Commencement Time. Supplier shall charge all Service Fees in accordance with the frequency, method, payment terms and currency set out in the relevant Service Description and in advance as listed on the Made Website. **In the case of period billing any partial period shall be pro-rated (and monthly period shall be pro-rated based on a calendar month).** Supplier shall have the right to cancel the Customer account due to the inability to collect payments due for service continuation pursuant to these Terms and Conditions or any other agreement between the Parties.

3.4 Payment Methods. Supplier reserves the right to remove or amend the available payment methods at its sole discretion.

3.5 Taxes and Fees.

(a) All charges for Services are net of applicable taxes. Except for taxes based on Supplier's net income, Customer will be responsible for payment of all applicable VAT, GST, consumption tax, use, excise, access, bypass, franchise, regulatory or other similar taxes, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Supplier Services (hereinafter "**Taxes**"). To the extent Customer is or believes it is exempt from payment of certain Taxes, it shall provide to Supplier a copy of a valid exemption certificate. Supplier will give effect to all valid exemption certificates in the next full billing cycle following receipt of the certificate from Customer, but only to the extent Supplier is permitted to do so under applicable laws. Notwithstanding the foregoing, in the event that a Customer exemption certificate is or becomes invalid during the term of any Order, and Supplier is assessed or responsible for additional Taxes, penalties or late charges, Customer shall be responsible for such charges in accordance with this Section 3.5.

(b) If Customer is or was required by law to make any deduction or withholding from any payment due hereunder to Supplier, then, notwithstanding anything to the contrary contained herein, the gross amount payable by Customer to Supplier will be increased so that, after any such deduction or withholding for Taxes, the net amount received by Supplier will not be less than Supplier would have received had no such deduction or withholding been required. If any taxing or Governmental Authority asserts that Customer should have made a deduction or withholding for or on account of any Taxes with respect to all or a portion of any payments made hereunder, or that Supplier should have collected certain Taxes from Customer which Supplier did not collect, Customer hereby agrees to indemnify Supplier for such Taxes and hold Supplier harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted in connection therewith.

3.6 **Disputed Bills.** In the event Customer disputes in good faith any portion of Supplier's charges, Customer must pay the undisputed portion of the bill and submit a written claim for the disputed amount, documenting the basis of its claim. All claims must be submitted to Supplier within forty-five (45) days of receipt of billing for those Supplier Services. Customer acknowledges and agrees that it is able to and that it is reasonable to require Customer to dispute bills within that time and Customer therefore waives the right to dispute the charges not disputed within the time frame set forth above.

4. REFUND POLICY

4.1 When you purchase Paid For-, Made-related Products ("Paid For Products") you will be entitled to a cancellation period of fifteen (15) days (a "Cooling-Off Period") unless you have made use of the Paid For Products in any way, in which case the Cooling-Off Period will be extinguished and your purchase cannot be cancelled or refunded.

4.2 Outside of the Cooling-Off Period, only subscriptions are refundable unless used or expired.

4.3 If, within the Cooling-Off Period, you wish to cancel and obtain a refund for a Paid-For-Product which has not been used, you can complete our Withdrawal Form found [here](#).

4.4 If you subscribe to a Made-related Product and experience an issue connecting to a third-party application that is not caused by a Made-related issue, you will be entitled to a full or partial refund.

4.5 If you believe that you have been charged in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old.

4.6 We reserve the right to refuse a refund request if we reasonably believe (i) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same Product; (ii) if you are in breach of these Terms or (iii) if we reasonably suspect that you are using our Products or Software fraudulently or that your User Account is being used by a third party fraudulently.

4.7 This refund policy does not affect your statutory rights.

5. USE OF SERVICES

5.1 **Misuse of the Services.** Customer shall be responsible for the use of the Services and shall not use the Services nor knowingly allow the Services to be used to transmit, distribute or store contents or messages (including e-mail messages) which are inappropriate (including, but not limited to, obscene (including child pornography), defamatory, libellous, threatening, abusive, hateful, or excessively violent), harmful (including, but not limited to, viruses, worms, password-cracking programs or Trojan horses), and/or fraudulent or misleading (including, but not limited to, false, deceptive, or misleading statements, claims, or representations), as reasonably determined by Supplier in accordance with generally accepted standards of the Internet community, nor to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (spam).

5.2 **Unauthorised or Fraudulent Use of the Service.** Customer shall be responsible for, take all reasonable measures to avoid and immediately notify the Supplier in the event of any unauthorised or fraudulent use of the Service, save as to the extent caused by any acts or omissions of Supplier. Customer will be solely responsible for all charges incurred in respect of the Services even if such charges were incurred through or as a result of such fraudulent or unauthorised use of the Services.

6. OBLIGATIONS OF THE PARTIES

6.1 Representations and Warranties of Customer. Customer represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority for the duration of the Agreement, to use and resell the Supplier Services as contemplated hereunder; (ii) the performance of Customer's obligations under these Terms and Conditions, use of Supplier Services and the Customer Data will not violate any applicable law, rule or regulation; and (iii) Customer is authorized and has completed all required corporate actions necessary to execute the applicable Order(s).

6.2 Representations and Warranties of Supplier. Supplier represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority for the duration of the Agreement, to provide the Supplier Services ordered by Customer hereunder; (ii) the performance of Supplier's obligations under these Terms and Conditions will not violate any applicable law, rule or regulation; and (iii) Supplier is authorized and has completed all required corporate actions necessary to execute the applicable Order Form(s).

6.3 Contact Information. Customer shall keep updated its contact and payment details via the Website at all times.

6.4 AUP. Customer's use of Service shall at all times comply with Supplier's then-current AUP Policy. Customer hereby expressly acknowledges that it has reviewed, understands and accepts Supplier's AUP and the rights of Supplier as set out in the AUP.

6.5 Content of Communications. Supplier is not the source of, does not verify or endorse and takes no responsibility for the content of communications made using the Software, including but not limited to any media that is shared through our communication features. By using the Software, you agree that the content of communications that you submit may be transmitted to the recipient of your communication and that messages and content shared through messaging features may be stored on Supplier servers (a) to convey and synchronize your messages and content and (b) to enable you and your recipients to view the messages and related content. Messages are generally stored by Supplier until you have deleted a message or cleared your message history, or as otherwise described in our Privacy Policy unless otherwise permitted or required by law.

Supplier reserves the right to review content submitted on or through the Software, Products and Supplier Websites for the purpose of enforcing these Terms. Supplier may, in its sole discretion, block or otherwise prevent delivery of any instant message, SMS, video, media, or other communication to or from the Software, Products and Supplier Websites as part of our efforts to protect the Software, Products, Supplier Websites or our customers, or to otherwise enforce these Terms.

6.6 Customer Network Security. Customer is responsible for maintaining the security of its internal network from unauthorized access through the Internet. Supplier shall not be liable for unauthorized access to Customer's network or other breaches of Customer's network security.

6.7 Anti-Bribery. Customer shall not make or offer to make any payment or gift directly or indirectly to any employee, officer or representative of any government, political party or candidate for political office under circumstances in which such payment could constitute a bribe, kickback or illegal payment under United States and similar laws of any other Governmental Authority. Without limiting the generality of the foregoing, under no circumstances shall Customer make, cause or authorize any third party to make or cause any bribes, kickbacks, or illegal payments for the purpose of influencing a person's acts or decisions or in order to obtain or retain business in connection with the Services received hereunder. Customer agrees to comply with all applicable anti-bribery laws (including but not limited to the U.S Foreign Corrupt Practices Act and the Corruption of Public Officials Act of Canada).

6.8 Export Control. The Parties acknowledge that products, software, and technical information (including, but not limited to Service, technical assistance and training) provided under these Terms and Conditions or used by the Customer in connection to the Services, may be subject to export laws and regulations of the USA and other countries, and any use or transfer of the products, software, and technical information must be in compliance with all applicable regulations. The Parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations. If requested by either Party, the other Party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

7. CUSTOMER DATA

7.1 Ownership. Customer shall exclusively own all rights, title and interest in and to the Customer Data and shall bear sole responsibility for any legal obligations associated with the same, including but not limited to compliance with any laws applicable to Intellectual Property Rights, regulatory compliance, accuracy, integrity and legality.

7.2 Security. Supplier shall take commercially reasonable and appropriate measures to protect the security of the Server Space.

7.3 Customer Exclusive Control. The Parties acknowledge and agree that Supplier: (i) has no control over the Customer Data; (ii) shall not save, copy or remove the Customer Data to or from the Server Space save as provided in Section 7.5 below; (iii) is not entitled to and shall not access the Customer Data in any human-readable format; and (iv) shall not process the Customer Data in any way. Consequently Customer shall be exclusively responsible to comply with any special laws and regulations that may apply to the Customer Data due to the nature of such data, including, but not limited to, Privacy Laws.

7.4 Encryption and Back Up. Customer acknowledges and agrees that the Supplier shall not be responsible for the security, protection, integrity or retention of the Customer Data. It is Customer's responsibility to encrypt and/or back up the Customer Data if Customer so wish or in the event Customer is required to do so pursuant to any applicable laws and regulations.

7.5 Deletion upon Termination. Upon termination of the Service for whatever cause, Supplier shall delete the Customer Data immediately, provided, however, that in the event the Services are terminated by Supplier with immediate effect, then Supplier shall allow Customer access to the Server Space in order to delete and/or copy the Customer Data during a period of fifteen (15) days of the effective termination date, immediately after which Supplier shall delete the Customer Data.

8. OWNERSHIP

8.1 Intellectual Property. Customer is and shall remain exclusively entitled to all right and interest in and to all Customer Technology and its confidential information, and Supplier is and shall remain exclusively entitled to all right and interest in and to all Supplier Technology and its confidential information. Neither Party shall, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from the property of the other Party.

8.2 IP Addresses. The Parties acknowledge and agree that Supplier may provide Customer the right to use certain IP addresses owned and/or licensed by Supplier in connection with the provision of the Services. Customer acknowledges and agrees on termination of the Agreement for any cause Customer's right to use such IP addresses shall automatically terminate.

9. LIABILITY AND LIMITATION OF LIABILITY

9.1 Indemnification. Each Party shall indemnify the other from any claims by third parties (including Governmental Authority) and expenses (including legal fees and court costs) related to such claims respecting (i) damage to tangible property, personal injury or death caused by such Party's negligence or wilful misconduct; (ii) a breach by either Party of Section 6.1 (ii) and 6.2 (ii) respectively.

9.2 Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER ANY ORDER OR THESE TERMS AND CONDITIONS, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR THE LIKELIHOOD OF SUCH DAMAGES. FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING OR SECTION 7.4, SUPPLIER SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY SUPPLIER PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE LIABILITY.

9.3 Personal Injury and Death, Fraud and Wilful Misconduct. Nothing in these Terms and Conditions shall be construed as limiting the liability of either Party for (i) personal injury or death resulting from the negligence of a Party or its employees; (ii) fraud (including fraudulent misrepresentation); or (iii) wilful misconduct (including repudiatory breach).

9.4 Limitation. Supplier's sole liability and Customer's sole remedy for damages arising out of the furnishing or the failure to furnish Supplier Services (including but not limited to mistakes, omissions, interruptions, failure to transmit or establish connections, delays, errors or other defects) is limited to any applicable credit allowances due and/or Customer's right to terminate a particular Service under the applicable Service level target as set forth in the SLA.

9.5 Disclaimer of Warranties. THE SERVICES ARE PROVIDED "AS IS" AND THEREFORE, EXCEPT FOR WARRANTIES EXPRESSLY MADE IN THESE TERMS AND CONDITIONS, SUPPLIER MAKES NO WARRANTIES OR

REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT.

10. TERMINATION

10.1 Termination or Suspension by either Party. Either Party (the “**Non-Defaulting Party**”) may terminate and/or suspend the provision or the procurement of the Services upon written notice of termination and/or suspension to the other Party (“**Defaulting Party**”) if (i) the Defaulting Party breaches a material provision (other than a payment provision) of these Terms and Conditions and the Defaulting Party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the Non-Defaulting Party; or (ii) the Defaulting Party breaches a payment provision of these Terms and Conditions and the Defaulting Party fails to cure such breach within fifteen (15) days after receipt of written notice of breach from the Non-Defaulting Party; or (iii) any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding is commenced in respect of the other Party.

10.2 Additional Termination or Suspension by Supplier. Supplier shall have the right, upon written notice, to immediately terminate and/or suspend any Order(s), and/or discontinue or suspend the delivery of the affected Supplier Services (without liability) in the event that:

- (a) Customer has violated any law rule, regulation or policy of any Governmental Authority related to the Supplier Services or Customer's or an End User's use thereof, or Sections 5.1 or 6.7; or
- (b) In the event Supplier receives any direction, notification or instruction from any Governmental Authority (or any independent Internet content monitoring entity) to suspend or terminate the provision of Services to Customer (through no fault or negligence of Supplier).

10.3 Supplier's Remedies. In the event Supplier terminates an Order because of any reasons set forth in Sections 10.1 or 10.2, then Customer agrees to pay to Supplier the fixed monthly recurring charges and/or any other fixed minimum charges (if any) for the remaining of the initial monthly term or the then current monthly renewal term.

11. SLA

11.1 Service Unavailability Target. The Service is provided with an availability target of 99.9% for each calendar month. This means that if the Service is Unavailable for more than 44 minutes within a calendar month, Customer is entitled to a Service Unavailability Credit. Customer is entitled to receive a Service Unavailability Credit only for the Affected Service when Service is Unavailable.

11.2 Service Unavailability Credits. The Service Unavailability Credit shall be a percentage of the Monthly Charges for the Affected Service, capped at 20% of MC, as follows:

Duration of Service Unavailability (Minutes per Calendar Month)	Service Unavailability Credit
From 0 to 44 Minutes of Unavailability	No Credit
Additional 1 Hour of Unavailability	5% of MC
Additional 2 Hours of Unavailability	10% of MC
Additional 3 Hours of Unavailability	15% of MC
Additional 4 Hours of Unavailability	20% of MC

11.3 Exclusions. Customer is not entitled to receive a Service Availability Credit for Service Unavailability associated with:

- Scheduled maintenance events;
- Force Majeure Events;
- Unavailability of the Website;
- Failures or malfunctions in any customer software, equipment or technology; and/or

- If Customer is in breach of these Terms and Conditions, including but not limited to its payment obligations and the AUP.

For the avoidance of doubt, Customer access to Supplier MPLS backbone services and IP connectivity services are excluded from this SLA and are covered in separate service level agreements. Only access from the Made Service platform to Supplier Network services (i.e. Internet and MPLS) is covered under this SLA.

11.4 Service Unavailability Credits Request Process. In order to receive a Service Unavailability Credit, Customer must provide Supplier with a written request for a Service Unavailability Credit within thirty (30) days of the event giving rise to the Service Unavailability Credit. The written request must include a description of the Unavailability including date, time and duration and documentation showing proof of it (i.e. monitoring or system logs).

12. MISCELLANEOUS PROVISIONS

12.1 Publicity. Neither Party shall have the right to use the other Party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other Party in any marketing, promotional or advertising materials or activities, provided, however, that Supplier shall be entitled to refer to Customer (by name and/or logo) as its customer only (no further details shall be disclosed) in any such materials or activities. Neither Party shall issue any publication nor any press release relating to any contractual relationship between Supplier and Customer except as required by law or agreed in writing between the Parties.

12.2 Confidentiality.

12.2.1 Customer and Supplier must treat as confidential information: (a) the provisions of these Terms and Conditions; and (b) all information provided to a Party by the other Party under any Order, including without limitation technical, operational, marketing, billing, pricing and commercial information in relation to the supply of Services.

12.2.2 Notwithstanding the foregoing, confidential information shall not include information that: (a) is independently developed by the receiving Party; or (b) is lawfully received by the receiving Party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Section 12.2.

12.2.3 The confidential information shall remain the property of the relevant Party. Each Party shall maintain the confidentiality of the confidential information of the other Party using at least the same degree of care as it employs in maintaining as secret its own trade secret, proprietary and confidential information but in any event always at least a reasonable degree of care. A Party must not disclose the other Party's confidential information to any person except: (a) to its employees (which for Supplier includes its Affiliates' and its third party service providers' employees) on a 'need-to-know' basis provided those persons first agree to observe the confidentiality of the information; (b) to legal and financial advisers; (c) with the other party's prior written consent; or (d) if required by law, any stock exchange, or any Governmental Authority.

12.3 Consent to Disclose. Supplier reserves the right to provide any customer or potential customer bound by a nondisclosure agreement access to a list of Supplier's customers and a description of the Services purchased by such customers. Customer consents to such disclosure; including the listing of Customer's name and the Services purchased by Customer (financial terms relating to the purchase shall not be disclosed).

12.4 Use, Transfer, and Storage of Customer Personal Information: By submitting an Order to create a User Account, Customer acknowledges and agrees that Supplier may collect, use, and process, certain Customer Personal Information (such as name, email address, title, and employer name) in order to deliver the Made Services to Customer and for account management purposes. Since Supplier and its Affiliates operate in locations globally, Supplier may transfer such Customer Personal Information, to locations worldwide where Supplier's Affiliates are located (for a list of where Supplier Affiliates are located, click [here](#)). Supplier may also transfer Customer Personal Information to a third party service provider, which may use a cloud solution and store data in the United States and/or other Countries. As a result, the data may be subject to mandatory request from domestic or foreign law enforcement and other government entities, including courts and tribunals, in which case, Supplier will permit access in accordance with applicable laws in those jurisdictions. All Customer Personal Information will be handled by Supplier in accordance with Supplier's Privacy Policy, which is accessible at <http://www.tatacommunications.com/policies/privacy-policy>, as amended from time to time.

12.5 Force Majeure. Except for Customer's payment obligations under these Terms and Conditions and/or any Order, neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. If Supplier is unable to provide Supplier Services for a period in excess of thirty (30) consecutive days for any reason set forth in this Section, then either Party may cancel the affected Order upon written notice to the other Party, and both Parties shall be released from any further future liability under that particular Order.

12.6 Governing Law; Dispute Resolution. These Terms and Conditions and any Order shall be governed by the laws of the jurisdiction of the Supplier and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of the jurisdiction of the Supplier. In the event a Supplier Invoice is not disputed and Customer simply fails to pay, then Supplier may seek to

recover the sum due in any court of competent jurisdiction without reference to its conflicts of law and Customer hereby submits to the jurisdiction of any such court.

12.7 Severability; Waiver. In the event any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, such offending provision(s) shall be stricken and the remainder of these Terms and Conditions shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by these Terms and Conditions shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

12.8 Assignment. Neither Party may assign an Order without first obtaining the other Party's written consent; except that, however, Supplier may assign any Order(s) to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to Customer of any such proposed assignment. Any purported assignment in contravention of this clause shall be invalid and the assigning Party shall remain bound. These Terms and Conditions will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

12.9 Notice.

(a) From Customer. Any routine notice or communication must be sent using the Website. Any legal notice or communication can be sent by Customer by electronic email or courier, to the following address:

Tata Communications
Tata Communications Exchange
35 Tai Seng Street #06-01
Singapore 534103
Att. Legal Department
Email: LegalDepartment@tatacommunications.com

Such notice will be deemed to have been given as of the date it is sent or delivered, as applicable.

(b) From Supplier. Any routine notice or communication must be sent to the individual(s) nominated by Customer as its contact(s) by electronic email, courier or facsimile at the address set forth in the Order(s) or at such other address as may hereafter be furnished. Such notice will be deemed to have been given as of the date it is sent, delivered or faxed, as applicable.

12.10 Relationship of Parties. Supplier and Customer are independent contractors and these Terms and Conditions will not establish any relationship of partnership, joint venture, employment, franchise or agency between Supplier and Customer.

12.11 Changes to these Terms and Conditions. Supplier may modify these Terms and Conditions at any time by posting a revised version on the Website and notifying such modification to Customer, provided, however, that, upon receipt of such notice Customer may terminate any Order without termination liability by delivering a written thirty (30) day notice of termination no later than thirty (30) days after the date of receipt of the notice.

12.12 Third Party Beneficiaries. Supplier and Customer agree that there shall be no third party beneficiaries to these Terms and Conditions or any Order, including, but not limited to, any sublicensee or End User of Customer or the insurance providers for either Party. To the extent it is allowed by law any legislation in any relevant jurisdiction giving rights to third parties is hereby excluded.

12.13 Entire Understanding. These Terms and Conditions (including any applicable Order(s)) constitute the entire understanding of the Parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between Customer and Supplier, with the exception of any fraudulent misrepresentation, are hereby superseded and withdrawn and shall have no legal effect insofar as they relate to the Supplier Services hereunder. These Terms and Conditions may be amended only in writing signed by a duly authorized representative of each of Supplier and Customer. In the event of any conflict between the documents comprising the Agreement, precedence shall be given to the documents in the following order: (i) the Order; (ii) and these Terms and Conditions.

[END OF TEXT]