

TERMS OF USE – NEO AUTOMATA™ Workforce Management (WFM)

Welcome to these Master Terms of Use ("Terms" or "Terms of Use") governing the access to and use of **NEO AUTOMATA™ Workforce Management ("WFM", "Platform" or "Product")**, a field management service tool owned and operated by Tata Communications Transformation Services Limited, having its registered office at Tower C, 4th Floor, Plot Nos.C-21 & C-36, 'G' Block, Vidyanagari P.O., Bandra Kurla Complex, Mumbai- 400 098 or our applicable Affiliate/Subsidiary (collectively, the "**Licensor**", "**we**", "**us**" or "**our**"). By purchasing, subscribing to, accessing, using, deploying, implementing, or otherwise exercising any license rights in relation to the Platform, you, whether acting as an individual, partnership firm, limited liability partnership, company, organization, or any other legal entity (the "**Customer**", "**Licensee**", "**you**" or "**your**"), acknowledge, agree and undertake to be bound by these Terms of Use. Where access to or use of the Platform is undertaken by your employee, agent, contractor, consultant, representative, or any other person authorized by you to access or use the Platform (each, an "**Authorized User**"), such access or use shall be deemed to be on your behalf and shall constitute your acceptance of and agreement to comply with these Terms of Use.

These Terms of Use govern the access to and use of the Platform. By accessing, downloading, installing, activating, subscribing to, registering for, or otherwise using the Platform, including any related websites, web pages, features, functionality, content, or services owned or operated by us that reference or link to these Terms of Use, you expressly acknowledge that you have read, understood, and agree to be bound by these Terms of Use and all applicable laws, rules, regulations, governmental requirements, sanctions, and industry standards applicable to its use of the Platform ("**Applicable Laws**"). Before accessing or using the Platform, please read these Terms of Use carefully. By selecting the "**I Agree to the Terms of Use/ I Agree / I Accept**" checkbox or by downloading, installing, accessing, or using the Platform in any manner, you expressly accept and agree to be legally bound by these Terms of Use and acknowledge that you have also read, understood and agree to the collection, processing, use, storage and disclosure of information as described in our privacy policy ("**Privacy Policy**"). If you do not agree to these Terms of Use or the Privacy Policy, you must immediately cease and refrain from downloading, installing, accessing, registering for, or using the Platform.

You represent, warrant, and confirm that you have the full right, power, legal capacity, and authority to enter into and perform obligations under these Terms of Use. Where you access or use the Platform as an Authorized User, you represent and warrant that you have been duly authorized by the applicable Licensee to access and use the Platform on its behalf and in accordance with these Terms of Use. If you access or use the Platform on behalf of a corporation, partnership, limited liability partnership, organization, governmental body, or any other legal entity, you represent and warrant that you are duly authorized to bind such entity to these Terms of Use. In such cases, references to "you", "your", "Customer", or "Licensee" shall mean and include both the individual accessing or using the Platform and the entity on whose behalf such access or use is undertaken. The Licensee shall be responsible for all acts, omissions, and activities of its Authorized Users in connection with the Platform and shall ensure their compliance with these Terms of Use.

The Licensor and the Licensee are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

1. These Terms of Use contain important information regarding **NEO AUTOMATA™ Workforce Management**, and the terms under which you may make use of our Product. The term "**Subsidiaries/Affiliates**" means any entity that is controlled by or is under common control with Tata Communications Transformation Services Limited. 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 a company,

or (ii) ownership in said entity, or (iii) the ability to direct the management or policies of the said entity by any means including shareholders' agreement, voting agreement or otherwise.

2. **About the Product, Product Availability, Support Services:** Platform plays an important role in managing field operations in an effective and efficient manner, be it network operations or customer operations. Platform caters to all scenarios with ready-to-use Modules.

- Corrective & Preventive Maintenance
- Project Portfolio Management
- Spare Inventory Management
- Health & Safety at Work
- Vendor Governance

Product Availability: Subject to these Terms of Use, the Licensor shall use commercially reasonable efforts to make the Platform available during the Term (defined herein below), subject to (a) planned maintenance. and (b) any unavailability due to events beyond the Licensor's reasonable control, including but not limited to natural disasters, government actions, civil disturbances, acts of terrorism, strikes, labour disputes, utility failures, or internet outages or delays ("**Extraordinary Circumstances**"). Planned Maintenance shall (i) mostly occur between 6:00 p.m. and 12:00 A.M (reasonably considering Licensee's local timings) (ii) not exceed eight (8) hours per calendar month or forty (40) hours per calendar year, and (iii) be minimized in duration. Where anticipated downtime is less than five (5) minutes, the Licensor may elect not to provide prior notice.

Support Services: The Licensor shall provide technical support in accordance with the Licensee's selected support plan under a separate agreement between Parties. Any enhanced or premium support plans may be purchased separately, and the scope and fees shall be specified in the in a separate agreement between the Parties. Upon request from the Licensee, Licensor may offer professional services under a separate agreement executed between the parties on a mutually agreed pricing module (time and material or fixed-price basis). Such services are distinct from the Platform and may be subject to additional fees, terms, and conditions.

3. **Changes to the Terms of Use:** We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to access and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently in the event that you continue to access the Platform, so you are aware of any changes, as they are binding on you.

4. **Subscription to the Platform & Restrictions:**

a. **License Grant:** Subject to the Licensee's acceptance of these Terms of Use and continued compliance herewith, the Licensor hereby grants the Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to access and use the Platform solely for the Licensee's internal business purposes during the Term. No other rights are granted, whether expressly, by implication, or otherwise.

- b. **Restrictions:** The Licensee shall not, and shall ensure that its Affiliates, and its and Affiliates Authorized Users, personnel, contractors, or any third party shall not: (i) sublicense, assign, lease, rent, distribute, resell, commercialize, or otherwise make available the Platform to any third party (except as expressly permitted herein); (ii) use the Platform for any purpose other than internal business operations; (iii) allow access to or use of the Platform by any third party other than Licensee's Authorized User to use the Platform; (iv) copy, translate, adapt, modify, or create derivative works of the Platform; (v) reverse engineer, decompile, decrypt, disassemble, copy, modify, adapt, create derivative works from, or otherwise attempt to derive the source code, underlying ideas, algorithms, or non-public APIs of the Platform or any part thereof; (vi) remove, obscure, or alter any proprietary notices or any license management or use-limiting functionality on the Platform; (vii) use the Platform to build, train, validate, or improve any product or service that is competitive with the Platform, or to benchmark or publish performance tests without Licensor's prior written consent; (viii) exceed the usage limits (including users, nodes, cores, transactions, environments, geographies, or other metrics), term, and fees ("**Usage Parameters**") or circumvent technical controls; (ix) use the Platform in violation of Applicable Laws (including export, sanctions, privacy, or data localization laws), for high-risk activities (e.g., life support, critical infrastructure, aviation, or nuclear), or to process Prohibited Data (if any); (x) access the Platform for purposes of competitive analysis or to replicate its features, workflows, or interfaces; (xi) input or link malware or attempt to gain unauthorized access to the Platform or Licensor systems; (xii) assist others in using our services in ways that would violate our rights including intellectual property rights (xiii) use any automated means to extract or download data from the Product otherwise than as permitted (xiv) gain or attempt to gain unauthorized access to the Product or create false user accounts (xv) send, store, or transmit viruses or other harmful computer code through or onto our Product (xvi) interfere with or disrupt the integrity or performance of our Product or related services (xvii) distribute or make our Product available over a network where they could be used by multiple devices at the same time (xviii) create another account without our permission, If we disable your account for a violation of our Terms (xix) use the Platform in any manner that interferes with or disrupts the Platform or any other user's access or use of the Platform. For the purpose of these Terms of Use, "**Prohibited Data**" shall mean any data or content that the Licensee is not permitted to process using the Platform, including (a) personal, sensitive, regulated, or industry-specific data that would impose additional legal, security, or compliance obligations on the Licensor; (b) unlawful, harmful, or infringing data; and (c) any other data identified as restricted or prohibited in these Terms of Use, or any other agreement between the parties.
- c. **Other Conditions for use of the Product:**
1. You agree and undertake not to use host, display, upload, modify, publish, transmit, update or share any information that:
 - i. belongs to another person or entity and to which you or the Authorized User does not have any right to;
 - ii. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - iii. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - iv. impersonate another person;
 - v. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - vi. threatens the unity, integrity, defence, security or sovereignty of any country, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevent investigation of any offence or is insulting any other nation; and
 - vii. the Product can be used only as long as you or your employer are subscribed to our services. You must uninstall the Product and notify us when you leave the services of your employer or are no longer authorized by your employer to access our services.
 2. Use of the Product may grant you access to, or direct you to, third party services, applications, contents, website etc., all of which are subject to their own terms and conditions. You should comply with the terms of use and policies of each third-party site you visit, which will govern your use of those third-party services. In the event that you have a dispute with any, third party with respect to this Product, you release and fully indemnify us from any and all claims, demands, and damages pursuant to the relevant provisions contained here.
 5. **Third Party Software.** You agree and acknowledge that the Product and service contains copyrighted software of third parties, which are obtained under a license from such third parties or may or interoperate with third-party components ("**Third-Party Software**") as well as certain open source software ("**Open Source Software**") and could be subject to terms different from than those set forth under these Terms. Your use of any Third-Party Software shall be subject to, and you shall comply with, the terms and conditions of these Terms and the third-party terms (and changes made to it from time to time) as stated in **Schedule-1** to these Terms of Use, and the applicable restrictions. Such third parties retain all right, title and interest in and to such Third-Party Software and all copies thereof, including all copyright and other intellectual property rights. In case of any conflict between the provisions of these Terms and the third-party terms, the stringent provisions will prevail, and the discretion of such interpretation lies with Us.
 6. **Reservation of rights:** We reserve the right to deny access to any user/Authorized User of the Product, from time to time, at our sole and absolute discretion, for any reason or no reason, without

liability and without any notice. We may modify, suspend, or terminate your access to or use of our Product anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. We shall have no liability whatsoever for the resulting unavailability of the Product or for any loss of data or transactions caused by planned or unplanned system outages or the resulting delay, mis-delivery, or non-delivery of data or other information caused by such system outages, or any third-party acts or any other outages of network connectivity providers or the internet infrastructure and network external to the Product.. Further, we also reserve our right to suspend or withdraw access to the Product, and changes, improvements, bug fixes, updates, upgrades may be made periodically without notice. You shall at all times use version 2.0 (including any subsequent minor versions to accommodate bug fixes and change requests) of the Product and abide by the then current Terms of use.

7. Access to the Product:

- a) For the purposes of accessing this Product, you: (i) need to obtain access to the Platform from Licensor as directed by us; (ii) agree to register the Product by providing accurate data including correct and current mobile number; (iii) agree to receive text messages and phone calls from us or our third-party providers for the purposes of registration of the Product; (iv) agree to comply with the system requirements including, but not limited to, having certain compatible devices, software and data connection as maybe prescribed by us; and (v) consent to downloading and installing updates of the Product, including automatic updates.
- b) You confirm that: (i) you are 18 years of age or above; (ii) You are authorized to provide us the information required to allow us to provide our services related to / through the Product; (iii) you are responsible for all carrier data plan and other fees and taxes associated with your use of the Product and related services; and (iv) you are responsible for keeping your device and your account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or the Product.
- c) You or your employer must be an Authorized User of our services for which Product access is being provided – this will be validated by authentication mechanisms (like QR code scanning, OTP etc.), which may change from time to time.. This permission is for the sole purpose of enabling you to use the Product, in the manner permitted by the Terms and for specific purposes only. No other licenses or rights are granted to you by implication or otherwise, other than as set out in these Terms of Use as may be amended from time-to-time.

8. Ownership and Intellectual Property Rights:

8.1 No Sale; Reservation

The Platform, its components, architecture, designs, algorithms, interfaces, templates, reports, workflows, scripts, configuration structures, and all related technology, documentation, and materials (collectively, the “**Platform Technology**”), and all intellectual property rights therein—including all patents, copyrights, trade secrets, database rights, trademarks, design rights, know-how, methods, and derivative works—are and shall remain the exclusive property of Licensor and its licensors/partners. The Platform is licensed, not sold. Except for the

limited license expressly granted under these Terms, no rights (whether by implication, estoppel, exhaustion, or otherwise) are granted to Licensee. All rights not expressly granted are reserved. Any configuration, implementation, or output generated through the Platform does not transfer any right, title, or interest in or to the Platform. You hereby acknowledge and agree that all trademarks, copyright, domain names, logos, corporate names, design marks, slogans, look and feel of the Product, color combinations, etc., including but not limited to “TATA”, “TATA COMMUNICATIONS”, “TATA COMMUNICATIONS TRANSFORMATION SERVICES” “NEO AUTOMATA™” or similar, are all trademarks of, and belong to Us, or our licensors, as the case maybe. You hereby acknowledge and agree that we are the sole and exclusive owner or licensee of all intellectual property rights in and to the Product and related services along with the content and other materials published or made available through the Product. All rights are reserved and you agree not to edit, copy, modify, adapt, alter, display, distribute or make any unauthorized use of such intellectual property. The services, technology, and/or processes described in the Product may be the subject of intellectual property rights reserved by us or other third parties. Nothing contained herein shall be construed as conferring to you in any manner, whether by implication, estoppel or otherwise, any license, title, or ownership of or to any intellectual property right of us or any third party.

8.2 No Transfer of Rights

Nothing in these Terms of Use shall be construed to transfer to Licensee any ownership interest, title, or intellectual property right in or to the Platform or Platform Technology. Licensee acquires no rights other than those strictly necessary to use the Platform in accordance with these Terms of Use.

8.3 Updates; Changes; Discontinuation

Licensor may, in its sole discretion, improve, modify, patch, or otherwise change the Platform (including user interfaces, features, integrations, and APIs), and may enable automatic updates. In hosted deployment, Licensor may deploy changes at any time and may remove or replace features; provided, for a then-current paid term Licensor will not materially reduce the core functionality of the Platform used by Licensee in production. In On-prem deployment, Licensee must promptly (and in any event within [30] days) install all updates, patches, and security fixes; Licensor may require installation as a condition to continued use or support. Failure to install updates may result in loss of functionality and void any performance commitments.

8.4 Credentials; Keys; Security

Licensee is responsible for safeguarding its access credentials, license keys, systems, and data, and for all activities occurring under its accounts or within its environment. Licensee must promptly notify Licensor of any suspected compromise or unauthorized use. Licensor may enforce technical measures to monitor, verify, and control use (including license meters, call-home telemetry, and time-limited keys) and may suspend access or disable keys to address security risks, non-payment, or material breach.

8.5 Deployment Responsibilities (Licensee-Managed)

For On-prem deployment, Licensee is solely responsible for: (i) meeting the minimum system requirements and maintaining a secure environment; (ii) timely installation of updates; (iii) backups

of its data; and (iv) providing Licensor with reasonable remote access or logs necessary for support and license verification. Relocation of the Software outside the approved territory or environments set out in the order requires Licensor's prior written consent.

8.6 Usage Data; Telemetry; Verification

Licensor may collect and process technical and usage data relating to Licensee's use of the Platform (e.g., configuration, performance, feature utilization, device identifiers, and license metrics) for security, support, license verification, billing, and product improvement, including in aggregated or de-identified form. Licensor (and its auditors) may, up to once per 12-month period and upon 15 days' prior written notice except to the extent Applicable Laws requires a different (including shorter) notice period, audit Licensee's records, systems, and deployment solely to verify compliance. If an audit reveals underpayment or unauthorized use, Licensee shall promptly pay applicable fees at Licensor's then-current rates, plus reasonable audit costs if the variance exceeds 5%, and Licensor may adjust Usage Parameters and/or keys accordingly.

8.7 Customer Data

- a. Licensee retains all right, title, and interest in and to all information, data, materials, works, expressions, or other content that is uploaded, input, entered, provided, transferred, or made available to; collected, downloaded or otherwise provided to, or generated / output by; the Platform, by or on behalf of Licensee ("**Customer Data**") by way of electronic data, files, or information input, submitted, stored, or otherwise transmitted by Licensee in connection with its authorized use of the Platform.
- b. **Licensor's Limited Rights:** Licensor's rights to access and process Customer Data are solely those necessary to provide the Platform, ensure security, maintain support, perform license usage verification, or as otherwise expressly permitted under these Terms of Use or required by law. No other rights are implied.
- c. Confidentiality: Customer Data shall be treated as Confidential Information of Licensee.

8.8 Platform Data; Telemetry; Network Data

- a. Licensor retains all right, title, and interest in Platform-generated data, system logs, diagnostic data, performance data, usage metrics, and other telemetry or environmental data generated by or through use of the Platform ("**Platform Data**").
- b. Licensor may collect, process, store, analyze, and use Platform Data to:
 - (i) provide, support, secure, and improve the Platform;
 - (ii) enforce license compliance;
 - (iii) develop new products and features;
 - (iv) generate aggregated or de-identified analytics and insights.
- c. To the extent Platform Data includes personal data, Licensor will handle such personal data in accordance with applicable data protection laws.
- d. Licensor may retain and use Licensee's account information (e.g., administrative data, billing info, contract details) for business operations, compliance, audit, anti-fraud, and record-keeping purposes.

8.9 External Domain Name Server (DNS) Interaction / Outbound Connectivity.

The Platform may initiate outbound network communications, including DNS resolution and connectivity to external systems, as required for its intended functionality and integration with third-party services. Licensee acknowledges that the Platform relies on Licensee-managed network and security controls, including firewalls, web application firewalls (WAFs), proxies, and outbound access policies, to govern and restrict such communications. Licensee is responsible for configuring and maintaining appropriate network security controls, including destination allowlists/whitelists where required, to prevent unauthorized outbound communications. The Platform shall not be responsible for security exposures arising from Licensee's failure to implement or maintain such controls in accordance with applicable security policies and deployment guidelines.

8.10 Feedback

If Licensee provides any suggestions, comments, feature requests, enhancement ideas, bug reports, or other feedback relating to the Platform ("**Feedback**"), Licensee agrees that (a) Feedback is not confidential; (b) Licensor shall own all right, title, and interest in the Feedback; and (c) Licensee hereby assigns, on creation, all intellectual property rights in such Feedback to Licensor, and waives any moral rights to the extent permitted by law. Licensor may use Feedback without restriction or compensation.

8.11 Equitable Relief

Licensee acknowledges that any breach of Section 4 (Subscription to the Platform & Restrictions) and Section 8 (Ownership and Intellectual Property Rights) would cause irreparable harm for which monetary damages are inadequate. Licensor is entitled to injunctive relief (including ex-parte relief where permitted) without posting bond, in addition to any other remedies.

9. Implementations; Proprietary Rights.

9.1 Implementations; Customizations; Integrations

- a. If Licensee creates any custom configurations, scripts, templates, connectors, workflows, mappings, or other materials that interface with or utilize the Platform, but that do not constitute a derivative work of the Platform ("**Implementations**"), Licensee hereby grants Licensor a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, fully paid-up, sublicensable license to:
 - (i) use, reproduce, modify, adapt, publish, distribute, create derivative works of, commercialize, and otherwise exploit such Implementations; and
 - (ii) develop products or services incorporating such Implementations.
- b. Licensee warrants that it has all necessary rights to provide such Implementations and license them to Licensor under this Section.
- c. If Licensee deploys or integrates third-party tools or systems with the Platform, Licensor shall have no obligation to support, maintain, or ensure compatibility of such integrations unless expressly agreed in writing.

9.2 Proprietary Notices; Protection of Rights

Licensee shall:

- a. not remove, obscure, or alter any proprietary, copyright, or trademark notices on or within the Platform Technology;
- b. implement and maintain technical and organizational measures to protect the Platform Technology from unauthorized access, disclosure, copying, use, or distribution;
- c. not register or attempt to register any trademark, domain name, or branding confusingly similar to Licensor's marks; and
- d. acknowledge that all trademarks, service marks, trade names, and logos associated with the Platform remain the exclusive property of Licensor or its licensors. Licensee obtains no rights in such marks other than to display them as necessary for proper use of the Platform under these Terms of Use.

- 10. Indemnification:** You agree to indemnify, defend, and hold Licensor, its Affiliates, and its respective officers, directors, employees, partners, suppliers, agents, consultants and other third parties harmless from any and all damages, liabilities, costs, expenses, fines, penalties, charges including reasonable attorney fees arising out of any claim for Licensor's (i) any violation of these Terms of Use, (ii) breach or infringement of intellectual property rights (including third-party intellectual property), (iii) any use of the Platform in breach of these Terms of Use by you (iv) the placement or transmission of any message or information on this Product; (v) any misrepresentation, act, omissions, negligence, misconduct or fraud; (vi) any misuse, improper installation, or unauthorized use of the Platform (vii) any violation of, data protection, or privacy rights arising from the Licensee's data, systems, content, or use (viii) any modifications, combinations, integrations, or extensions of the Platform by the Licensee or its agents (ix) the Licensee's failure to implement updates, patches, or instructions supplied by the Licensor; or the acts, omissions, or (x) wrongful conduct of the Licensee or its personnel. At our sole discretion, and at your expense, we may provide notice to you of its election to assist you in defending such claim, suit or proceeding, but doing so will not excuse you from your indemnity obligations.

11. Representations And Warranties:

11.1 Mutual Representations.

Each party represents and warrants that:

- (a) it has full right, power, and authority to enter into and perform these Terms of Use; and
- (b) its execution and performance of these Terms of Use do not violate any agreement to which it is a party.

- 11.2 Limited Platform Warranty (Licensor):** Licensor warrants that, during the applicable subscription term, the Platform will perform in material conformity with the then-current documentation when used as permitted and in a supported environment.

12. Confidentiality:

12.1 Confidential Information

"Confidential Information" means any non-public information disclosed by either Party that is marked or otherwise identified as confidential, or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limitation, Licensor's

Confidential Information includes the Platform, Platform Technology, documentation, designs, security information, pricing, roadmaps, and all non-public technical, operational, or business information of the Licensor. Confidential Information does not include information that: (a) is or becomes publicly available without breach of these Terms of Use; (b) is already known to the receiving Party without restriction at the time of disclosure; (c) is lawfully received from a third party without confidentiality obligations; or (d) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

12.2 Use and Disclosure

Each party will:

- (a) use Confidential Information only for delivering or receiving the Platform;
- (b) protect it using at least reasonable care; and
- (c) disclose it only to personnel, contractors, or advisors who need to know and are bound by similar confidentiality obligations.

Each party remains responsible for misuse by anyone to whom it discloses Confidential Information.

12.3 Usage Data & Aggregated Data

Licensee grants to Licensor a non-exclusive license to use, analyze, infer, interpret, process, transform, display, copy, store, transmit and reformat the Licensee's inputs on the Platform for purposes of providing Licensee with the Platform. Licensor may collect and use Platform Data, telemetry, logs, usage metrics, and aggregated or de-identified data to operate, secure, and improve the Platform, provided such data does not identify Licensee or individuals. Where such data contains personal data including information of confidential or sensitive nature, Licensor will process it in accordance with the India DPDP Act, 2023, GDPR (where applicable) ("**Applicable Data Protection Laws**") and the parties' Data Processing Addendum ("**DPA**") attached herewith as **Schedule-2**.

12.4 Restricted Data

The Platform is not designed to receive or process Restricted Data (i.e., highly sensitive or specially regulated data). Licensee shall not input Restricted Data unless expressly agreed in writing. Any restricted-data processing done without authorization is at Licensee's sole risk and responsibility. For the purposes of these Terms of Use, "**Restricted Data**" means any data that is (a) subject to heightened legal or regulatory protections or industry standards, or (b) highly sensitive by its nature, including: (i) "special category" or sensitive personal data (such as government-issued identifiers, financial account or payment card data, precise geolocation, biometric identifiers, genetic data, health or medical information, or information about children); (ii) authentication credentials that provide access to accounts or systems (such as passwords, private keys, security questions, or tokens); (iii) data regulated by sector-specific laws or standards (including without limitation PCI DSS, HIPAA, GLBA, or similar requirements); and (iv) any other data that Applicable Laws requires to be treated as "highly sensitive," "restricted," or equivalent.

12.5 Compelled Disclosure

If a party is required by law to disclose Confidential Information, it will (where legally permitted) notify the other party and disclose only the minimum required.

12.6 Return/Deletion

Upon termination or request, each party will stop using the other's Confidential Information and delete or return it. One archival copy may be retained solely for legal compliance, subject to ongoing confidentiality obligations and DPDP-compliant deletion timelines.

12.7 Survival & Remedies

Confidentiality obligations survive for five (5) years, and indefinitely for personal data, trade secrets, and DPDP-mandated obligations. Breach may cause irreparable harm, entitling the Discloser to injunctive relief.

13. Disclaimers, Limitation Of Damages and Liability:

13.1 Disclaimers.

Except as expressly provided, the Platform is provided "AS IS" and "AS AVAILABLE," without any warranties of any kind—express, implied, statutory, or otherwise—including implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, accuracy, or uninterrupted or error-free operation. The Licensor does not warrant that the Platform will meet the Licensee's requirements, achieve any intended results, be compatible with third-party systems, or be free from vulnerabilities or interruptions.

The Licensor has no liability for:

- modifications, customizations, integrations, or scripts created by or on behalf of the Licensee;
- any third-party content, tools, or integrations used by the Licensee;
- the accuracy, quality, legality, or reliability of the Licensee's data or outputs generated by the Licensee's use of the Platform; or
- any reliance by the Licensee on any outputs produced by the Platform.

13.2 Additional Disclaimers: You use our product and related services at your own risk and subject to the following additional disclaimers:

- We do not control, and are not responsible for, controlling how or when our users use our Platform and related services or the features, services, and interfaces our Platform and related services provide.
- We make no representations or warranties that the Platform will be compatible with or accessible using all hardware and/or software.
- Platform may be changed, upgraded or updated from time to time without any notice.

13.3 Limitation of Liability

To the maximum extent permitted by Applicable Laws, in no event shall the Licensor or its Affiliate's total, aggregate and cumulative liability for any and all claims, liabilities or damages arising out of or in connection with these Terms of Use, any order, or the Platform/Platform Technology exceed the total Fees actually paid by and received by the Licensor from the Licensee in the twelve (12) months immediately preceding the event giving rise to the claim.

This limitation applies:

- collectively to all claims, whether in contract, tort (including negligence), strict liability, statute, equity, or otherwise;
- regardless of whether any remedy fails of its essential purpose; and

- notwithstanding anything to the contrary in any agreement between the Parties.

13.4 Indirect Damages

Notwithstanding any other provision hereof, Licensor or its Affiliates shall not 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 these terms, and regardless of whether we have been informed of the possibility or likelihood of such damages.

13.5 Basis of Bargain

You acknowledge and agree that the foregoing liability limitations, exclusions of indirect damages, disclaimers, and indemnity obligations are reasonable and are a material inducement for us to make the Product available to you. The Licensor's fees are set in reliance on these provisions, and absent these protections, the Licensor would not have entered into these Terms of Use or would have charged substantially higher fees.

14. Privacy Policy & User Communications:

a. Automatically Collected Information Usage, Log Information Device and Connection Information:

We may collect service-related, diagnostic, and performance information. This includes information about your activity such as how you use the Product and related services, log files, diagnostic, crash, performance logs and reports. We collect device-specific information when you install, access, or use the Product. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, and device identifiers like unique device id and device model. You also agree to comply with our online standard Privacy Policy as may be amended from time-to-time <https://www.tatacommunications.com/policies/privacy/>. Your personal information will be handled in accordance with Our Privacy Policy available on <https://www.tatacommunications.com/policies/privacy/>. You understand and agree with these uses, transfers, and storage of your personal information.

- How we use Information:** We use all the information we have to help Us operate, provide, improve, understand, customize, support and market the Product. We operate and provide our Product services, including providing customer support, and improving, fixing, and customizing our services. We understand how people use the Product and analyze and use the information we have to evaluate and improve our services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us. We use cookies to operate, provide, improve, understand, and customize our services.

- Safety and Security:** We verify accounts and activity and promote safety and security on and off our services/Product, such as by investigating suspicious activity or violations of our Terms, and to ensure our services/Product are being used legally.

16. Fees; Payment Intermediary & Taxes:

- Fees:** All fees payable by the Licensee for access to and use of the Platform ("Fees") shall be as set forth in the in the pricing segment in the product listing on Amazon Web Services (AWS) marketplace

for marketing and direct purchase by the Licensee (“**System Generated Order**”). The Fees shall only cover the license cost and any request from Licensee to provide support services or professional services; the fees and other terms and conditions shall be separately agreed between the Parties. All Fees are (i) due and payable in full, (ii) non-cancellable, and (iii) non-refundable, except only where expressly stated otherwise in these Master Terms of Use. The Licensor’s determination and measurement of the Licensee’s usage of the Platform basis of the device and/or quantity commitments specified in the System Generated Order, shall be final, binding, and conclusive for billing purposes.

16.2 **Invoicing, Payment Terms and Taxes:** The Invoicing, payment and tax provisions shall be more particularly defined in the System Generated Order and shall be governed pursuant to provisions of AWS Customer Agreement available at [AWS Customer Agreement](#).

17. **Term and Termination:**

17.1 **Term**

a. **Commencement; Subscription Term:** these Terms of Use shall commence on the first date on which the Licensee download, install, access, subscribe, uses registering on the Platform or click accept these Terms of Use (whichever first occurs) using third-party marketplace or the platform on which the Platform is listed for marketing and direct purchase by the Licensee (**the “Effective Date”**) and shall continue for the contract duration specified in the System Generated Order (the **“Term”**), unless terminated earlier in accordance with these Terms of Use. The Licensee’s continued access to or use of the Platform is strictly conditioned upon timely payment of all Fees and ongoing compliance with these Terms of Use.

b. **Price Changes.**

- i. **Annual Escalation (Renewal):** Upon each renewal term, Licensor may annually, in its sole discretion, increase the Fees, unless otherwise set out System Generated Order.
- ii. **Notice-Based Increases.** Licensor may otherwise revise Fees by providing at least thirty (30) days’ prior notice to the Licensee (including via email, in-product notice, or the account portal). Any such revised Fees will apply from the effective date stated in the notice and, where applicable, at the next invoice cycle or renewal term.
- iii. **Acceptance; Non-Renewal Option.** If the Licensee does not agree to the revised Fees, the Licensee may elect not to renew by providing notice of non-renewal in accordance with this Section 17.1(b). Continued access to or use of the Platform on or after the effective date of the revised Fees constitutes acceptance of the revised Fees.

17.2 **Termination for Cause:** Either party may terminate these Master Terms of Use by providing written notice to the other party if: (a) the other party commits a material breach of these Terms of Use and fails to cure such breach within thirty (30) days after receiving written notice identifying the breach in reasonable detail (“**Notice of Default**”); or (b) the other party becomes insolvent, admits inability to pay debts as they become due, enters into any

arrangement with creditors, or is the subject of any bankruptcy, winding-up, receivership, or similar proceedings.

17.3 **No Refund for Voluntary Cessation of Use:** The Licensee’s ceasing to use the Platform, for any reason, shall not: (a) entitle the Licensee to any refund, (b) relieve the Licensee of the obligation to pay Fees for the full Term, or (c) constitute a valid ground for termination.

17.4 **Suspension for Security or Operational Risk:** The Licensor may, with immediate effect, suspend the Licensee’s or any Authorized User’s access to the Platform if the Licensor detects:

- a. actual or suspected unauthorized access, security breach, misuse, or compromise of the Platform or the Customer Data;
- b. behavior or activity that poses an imminent threat to the Platform, other users, or Licensor’s systems; or
- c. violation of the restrictions or material breach of these Master Terms of Use.

In such cases:

- (i) the Licensor shall provide the Licensee with a written description of the basis for the suspension as soon as reasonably practicable;
- (ii) the Licensee shall fully cooperate with the Licensor to investigate, mitigate, and resolve the issue; and
- (iii) the Licensor shall not be responsible for delays in restoration caused by the Licensee’s failure to provide prompt responses, cooperation, or assistance. If the underlying issue is not resolved within thirty (30) days from the date of suspension, either party may terminate these Master Terms of Use by written notice without any liability.

17.5 **Termination for Non-Payment:** Without limiting any other rights, the Licensor may terminate these Terms of Use immediately upon written notice if the Licensee fails to pay any undisputed Fees within five (5) days after the Payment Due Date. Suspension under Clause 17.4 does not limit the Licensor’s right to terminate under this Clause.

17.6 **Effect of Termination:** Upon termination or expiration of these Terms of Use:

- a. all rights granted to the Licensee under these Terms of Use shall immediately cease;
- b. the Licensee shall immediately cease all access to and use of the Platform;
- c. any amounts owed by the Licensee (including Fees for excess usage or late fees) shall become immediately due and payable; and
- d. the Licensee shall delete all Licensor-provided materials, documentation, and Confidential Information.

The Licensor is under no obligation to retain or provide access to the Licensee’s data after termination/expiry of these Master Terms of Use.

18. **Miscellaneous Provisions.**

18.1 **Governing Law and Jurisdiction:** These Terms and access and use of the Product and related services are governed by the laws of the jurisdiction of the Licensor’s place of incorporation. Any legal action or proceeding relating to your access to, or use of, the shall also be instituted only in the court as per the jurisdiction of the

Licensor's place of incorporation. You and we agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

- 18.2 **Notices:** The Licensee agrees to provide and maintain accurate contact information within its online account and the order (if any). All notices, statements, invoices, service communications, policy updates, and other legally relevant communications may be provided by the Licensor via email or through the Platform interface and are deemed received when sent. The Licensor is not responsible for any consequence resulting from Licensee's failure to maintain valid notice email addresses within the Platform. Legal notices to the Licensee may also be sent to the postal address provided in the order (if any). Notices to the Licensor must be delivered (either personally delivered; or vide a reputed overnight delivery service provider with written receipt by the courier of delivery) to the contact details specified on the order and at the Licensor's email address at legal@tatacommunications.com. Electronic acceptance of notices is valid and binding.
- 18.3 **Export Controls & Sanctions:** Each Party must comply with all applicable export control, sanctions, and trade-compliance laws (including OFAC, BIS, and similar regimes). The Licensee represents and warrants that it:
- is not a sanctioned or restricted party;
 - will not use, export, re-export, or transfer the Platform to restricted countries, entities, or end-users; and
 - will not facilitate transactions in violation of any trade restrictions.
- The Licensor may immediately suspend or terminate access for suspected violations
- 18.4 **Anti-Bribery, Anti-Corruption & Modern Slavery:** The Parties shall comply with all applicable anti-bribery laws (including the U.S. FCPA, U.K. Bribery Act, Indian Prevention of Corruption Act, and other global ABAC laws). No Party shall offer, promise, solicit, or accept any bribe, kickback, facilitation payment, or improper advantage in connection with these Terms of Use. The Licensor and its affiliates comply with anti-slavery and anti-human trafficking requirements. The Licensee must comply with the Licensor's Code of Conduct at: <https://www.tatacommunications.com/wp-content/uploads/2017/07/CORP-TataCodeofConduct-20170516.pdf> Any violation is an incurable breach and grounds for immediate termination.
- 18.5 **High-Risk Use:** The Platform is not designed or warranted for use in high-risk or mission-critical systems (including aviation, weapons, nuclear facilities, medical life-support, utilities or similar safety-critical operations). The Licensor disclaims all liability relating to high-risk use.
- 18.6 **Insurance (Licensee):** The Licensee must maintain industry-standard insurance coverage (including cyber, technology E&O, and general liability) appropriate to its use of the Platform and provide certificates upon request. Failure to maintain insurance is a material breach.
- 18.7 **Additional Policies:** The Licensee must comply with the Licensor's Privacy Policy and Licensor's then-current Acceptable Use Policy ("AUP") made available at Licensor's web site (www.tatacommunications.com). Failure to comply with the Licensor's policies set out in these Master Terms of Use is a material breach.
- 18.8 **Survival:** Sections relating to Fees, Termination, Intellectual Property, Confidentiality, Indemnification, Disclaimers, Limitation

of Liability, and Miscellaneous Provisions survive termination or expiration of these Terms of Use.

- 18.9 **Waiver:** No delay or omission by Us to exercise any right occurring upon any noncompliance on Your part with respect to any of these Terms shall impair any such right or power or be construed to be a waiver thereof. Any waiver by Us of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.
- 18.10 **Severability:** These Terms may include additional terms and conditions and policies which are referenced elsewhere in this document or anywhere else not specifically mentioned herein. Each of the terms and limitations provided by these Terms, including referenced terms and policies, are important to Us. In the event any provision contained herein, including referenced terms and policies, for any reason, is held to be invalid, illegal or unenforceable, by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions herein will remain in full force and effect, to the maximum extent possible.
- 18.11 **Entire Agreement:** These Terms of Use, the Privacy Policy and all other policies set out herein these Terms of Use constitute the sole and entire agreement between the Licensee and the Licensor regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform. In the event of any conflict between any other terms and conditions, and these Terms of Use, these Terms of Use, shall prevail.
- 18.12 **Construction and Interpretation of these Terms of Use:** These Terms of Use shall be interpreted reasonably, according to their plain meaning, and as a whole. Headings are for convenience only and do not affect interpretation. The words "including", "include" and "such as" mean "including without limitation". To the maximum extent permitted by applicable law, no ambiguity shall be construed against a party solely because that party drafted these Terms of Use.
- 18.13 **Force Majeure:** Except for payment obligations of the Licensee, neither party shall be liable for any delay or failure to perform to the extent caused by events beyond its reasonable control (including acts of God, natural disasters, fire, flood, war, terrorism, civil unrest, epidemics/pandemics, governmental actions, or failures of networks/hosting providers not within the affected party's reasonable control) ("Force Majeure Event"). The affected party's obligations are suspended for the duration of the Force Majeure Event, and it will use commercially reasonable efforts to mitigate the impact and, where practicable, provide notice. If the Platform is materially unavailable for more than sixty (60) consecutive days due to a Force Majeure Event, either party may terminate these Master Terms of Use upon written notice without any liability.

Schedule-1 to Terms of Use (Open-Source Software & Third-Party Software) terms.

S. No.	Name of the Open Source Software	Identify the Link (URL) where the OSS was obtained	Identify the Open Source Software License - name and version number
1	Postgresql	https://www.postgresql.org/about/licence/	PostgreSQL License, which is a liberal open-source license similar to BSD or MIT licenses
2	Open Search	https://github.com/opensearch-project/OpenSearch/blob/main/LICENSE.txt	Apache License 2.0
3	Node JS	https://github.com/nodejs/node/blob/main/LICENSE	GNU General Public License
4	ReactJS	https://github.com/facebook/react/blob/main/LICENSE	MIT License
5	ReactNative	https://github.com/facebook/react-native/blob/main/LICENSE	MIT License
6	Keycloak	https://github.com/keycloak/keycloak/blob/main/LICENSE.txt	Apache License 2.0
7	OpenJDK	https://openjdk.org/legal/gplv2+ce.html	GNU GPLv2
8	Python	https://docs.python.org/3/license.html	Python Software Foundation License (PSFL), an OSI-approved open-source license
10	NGINX	https://github.com/nginx/nginx/blob/master/LICENSE	BSD license
11	Ubuntu OS	https://ubuntu.com/legal/open-source/licences	
12	Kubernetes	https://github.com/kubernetes/kubernetes/blob/master/LICENSE	Apache License 2.0
13	Docker	https://github.com/docker-archive/docker-ce/releases	Apache License 2.0
14	GeoServer	https://geoserver.org/license/	GNU GPLv2
16	Django	https://github.com/django/django/blob/main/LICENSE	Free and open-source software (FOSS)
17	QGIS	https://qgis.org/license/	GNU GPLv2
18	PGVector	https://pub.dev/packages/pgvector/licenses , https://github.com/pgvector/pgvector/blob/master/LICENSE ,	The MIT License
33	Jenkins	https://www.jenkins.io/download/	MIT License



Schedule-2 – Data Processing Addendum

This Data Protection Addendum ("Addendum") forms part of the Terms of Use (**the "Agreement"**) between: (i) Tata Communications Transformation Services Limited ("Supplier"); and (ii) Licensor ("Customer"). By Accepting the Terms of Use of the Platform you agree and accept the terms of Data Processing Addendum.

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

1. Definitions.

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- 1.1.1 "Applicable Laws" means (a) European Union or Member State laws with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to any other Data Protection Laws;
- 1.1.2 "Customer Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Customer, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- 1.1.3 "Customer Group Member" means Customer or any Customer Affiliate;
- 1.1.4 "Customer Personal Data" means any Personal Data Processed by a Contracted Processor on behalf of a Customer Group Member pursuant to or in connection with the Agreement;
- 1.1.5 "Contracted Processor" means Supplier or a Subprocessor;
- 1.1.6 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.1.7 "EEA" means the European Economic Area;
- 1.1.8 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.1.9 "GDPR" means EU General Data Protection Regulation 2016/679;
- 1.1.10 "Restricted Transfer" means:
 - 1.1.10.1 a transfer of Customer Personal Data from any Customer Group Member to a Contracted Processor; or
 - 1.1.10.2 an onward transfer of Customer Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under Section 6.3.3 or 12 below;
- 1.1.11 "Services" means the services and other activities to be supplied to or carried out by or on behalf of Supplier for Customer Group Members pursuant to the Agreement;
- 1.1.12 "Standard Contractual Clauses" means the standard contractual clauses for the transfer of personal data to processors established in third countries; a copy of which is available at https://www.tatacommunications.com/wp-content/uploads/2018/03/EU_Standard_Contractual_Clauses.pdf.

- 1.1.13 "Subprocessor" means any person (including any third party and any Supplier Affiliate, but excluding an employee of Supplier or of its sub-contractors) appointed by or on behalf of Supplier or any Supplier Affiliate to Process Personal Data on behalf of any Customer Group Member in connection with the Agreement; and
- 1.1.14 "Supplier Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Supplier, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- 1.3 The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.
- 2. Authority. Supplier warrants and represents that its entry into this Addendum is duly and effectively authorized. .
- 3. Processing of Customer Personal Data.
 - 3.1 Supplier shall:
 - 3.1.1 comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and
 - 3.1.2 not Process Customer Personal Data other than on the relevant Customer Group Member's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Supplier shall to the extent permitted by Applicable Laws inform the relevant Customer Group Member of that legal requirement before the relevant Processing of that Personal Data.
 - 3.2 Each Customer Group Member:
 - 3.2.1 shall instruct Supplier (and authorizes Supplier to instruct each Subprocessor) to:
 - 3.1.1.1 Process Customer Personal Data; and
 - 3.1.1.2 in particular, transfer Customer Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the Agreement; and
 - 3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in Section 3.2.1 on behalf of each relevant Customer Affiliate.
 - 3.3 Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by Article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Customer may make reasonable amendments to Annex 1 by written notice to Supplier from time to time as Customer reasonably considers necessary to meet those requirements. Nothing in Annex 1 (including as amended pursuant to this Section 3.3) confers any right or imposes any obligation on any party to this Addendum.
- 4. Supplier Personnel. Supplier shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 5. Security.
 - 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, shall implement appropriate technical and organizational measures in relation to the Customer Personal Data to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
 - 5.2 In assessing the appropriate level of security, Supplier shall take into account the particular risks that are presented by Processing, such as those associated with a Personal Data Breach.
- 6. Subprocessing.



- 6.1 Each Customer Group Member authorizes Supplier to appoint (and permit each Subprocessor appointed in accordance with this Section 6 to appoint) Subprocessors in accordance with this Section 6 and any restrictions in the Agreement.
- 6.2 Supplier may continue to use those Subprocessors already engaged by Supplier as of the date of this Addendum, subject to Supplier in each case as soon as practicable meeting the obligations set out in Section 6.4.
- 6.3 With respect to Subprocessors, Supplier shall:
 - 6.3.1 before the Subprocessor first Processes Customer Personal Data (or, where relevant, in accordance with Section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by this Addendum and the Agreement;
 - 6.3.2 ensure that the arrangement between on the one hand (a) Supplier, or (b) the relevant intermediate Subprocessor; and on the other hand, the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Addendum and meet the requirements of Article 28(3) of the GDPR;
 - 6.3.3 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand (a) Supplier, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Customer Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the relevant Customer Group Member(s) (and Customer shall procure that each Customer Affiliate party to any such Standard Contractual Clauses co-operates with their population and execution); and
 - 6.3.4 upon request from Customer, provide to Customer for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum).
- 6.4 Supplier shall ensure that each Subprocessor performs the obligations under Sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Customer Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of Supplier.
7. Data Subject Rights.
 - 7.1 Taking into account the nature of the Processing, Supplier shall assist each Customer Group Member by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer Group Members' obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
 - 7.2 Supplier shall:
 - 7.2.1 promptly notify Customer if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and
 - 7.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Customer or the relevant Customer Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Supplier shall to the extent permitted by Applicable Laws inform Customer of that legal requirement before the Contracted Processor responds to the request.
8. Personal Data Breach.
 - 8.1 Supplier shall promptly notify Customer upon Supplier or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow each Customer Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
 - 8.2 Supplier shall co-operate with Customer and each Customer Group Member and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
9. Data Protection Impact Assessment and Prior Consultation. Supplier shall provide reasonable assistance to each Customer Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of any Customer Group Member by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.
10. Deletion or return of Customer Personal Data.



- 10.1 Subject to Sections 10.2 and 10.3 Supplier shall promptly upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Customer Personal Data.
- 10.2 Subject to Section 10.3, Customer may, upon expiration of the Agreement, by written notice to Supplier, require Supplier to (a) return a complete copy of all Customer Personal Data to Customer by secure file transfer in such format as is reasonably notified by Customer to Supplier; and (b) delete and procure the deletion of all other copies of Customer Personal Data Processed by any Contracted Processor.
- 10.3 Notwithstanding the foregoing, each Contracted Processor may retain Customer Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Supplier shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 10.4 Supplier shall provide written notice to Customer that it has fully complied with this Section 10.
11. Audit rights.
- 11.1 Subject to Sections 11.2 to 11.4, Supplier shall make available to each Customer Group Member on request reasonable documentation to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by any Customer Group Member or an auditor mandated by any Customer Group Member in relation to the Processing of the Customer Personal Data by the Contracted Processors.
- 11.2 Information and audit rights of the Customer Group Members only arise under Section 11.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, Article 28(3)(h) of the GDPR).
- 11.3 Customer or the relevant Customer Affiliate undertaking an audit shall give Supplier reasonable notice of any audit or inspection to be conducted under Section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavors to avoid causing (or, if it cannot avoid, to minimize) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:
- 11.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;
- 11.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Customer or the relevant Customer Affiliate undertaking an audit has given notice to Supplier that this is the case before attendance outside those hours begins; or
- 11.3.3 for the purposes of more than one audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which a Customer Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory.
12. Restricted Transfers.
- 12.1 Subject to Section 12.3, each Customer Group Member (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Customer Group Member to that Contracted Processor.
- 12.2 The Standard Contractual Clauses shall come into effect under Section 12.1 on the later of:
- 12.2.1 the data exporter becoming a party to them;
- 12.2.2 the data importer becoming a party to them; and
- 12.2.3 commencement of the relevant Restricted Transfer.
- 12.3 Section 12.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.
- 12.4 Supplier warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor, Supplier's or the relevant Supplier Affiliate's entry into the Standard Contractual Clauses under Section 12.1, and agreement to variations to those



Standard Contractual Clauses made under Section 13.4.1, as agent for and on behalf of that Subprocessor shall be duly and effectively authorized (or subsequently ratified) by that Subprocessor.

13. General Terms.

13.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

13.1.1 the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2 this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

13.2 Nothing in this Addendum reduces Supplier's obligations under the Agreement in relation to the protection of Personal Data or permits Supplier to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

13.3 Subject to Section 13.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

13.4 Customer may:

13.4.1 by at least thirty (30) calendar days written notice to Supplier from time to time make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under Section 12.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

13.4.2 propose any other variations to this Addendum that Customer considers to be necessary to address the requirements of any Data Protection Law.

13.5 If Customer gives notice under Section 13.4.1:

13.5.1 Supplier shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place under Section 6.4.3; and

13.5.2 Customer shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by Supplier to protect the Contracted Processors against additional risks associated with the variations made under Section 13.4.

13.6 If Customer gives notice under Section 13.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer' notice as soon as is reasonably practicable.

13.7 Neither Customer nor Supplier shall require the consent or approval of any Customer Affiliate or Supplier Affiliate to amend this Addendum pursuant to this Section 13.5 or otherwise.

13.8 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.



Annex 1: Details of Processing of Customer Personal Data

This Annex 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

1. Subject matter and duration of the Processing of Customer Personal Data:

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Terms of Use and this Addendum.

2. Categories of Data Subject to whom the Customer Personal Data relates (check which apply):

☒ personal data of Customer or Customer's End Users

☐ Other (describe): _____

3. Types of Customer Personal Data to be processed:

☒ Contact details: Individuals' first, last or full names, physical address, home or mobile telephone number, e-mail address, etc.

☒ Location Information: IP address, GPS coordinates, etc.

☐ Digital identity or behaviour:

☒ login name

☐ screen name

☐ nickname

☐ passwords

☐ IP address

☐ web cookies

☐ beacons

☐ pixel history

☐ other

☐ Other Personal Data (describe): _____

4. The nature and purpose of the Processing of Customer Personal Data

We use Customer Data for the following purposes:

- To provide Supplier Services to Customer, to communicate with Customer about Customer's use of our Services, and to fulfill Customer orders.
- For the purpose for which Customer specifically provided the information to Supplier, including, to respond to Customer inquiries, to provide any information that you request, to address trouble tickets, and for providing customer service.
- For marketing and promotional purposes.
- To better understand how Customers use Supplier's services, both on an aggregated and individualized basis.
- To administer, monitor, and improve Supplier's Services, for Supplier's internal purposes, and for other research and analytical purposes.
- To investigate fraud, harassment or other types of unlawful activities involving Tata Communications or other carriers that we do business with.
- Other (describe): _____