Agreement #:   **CUID**:

SERVICE SCHEDULE
FOR TOTAL XPERIENCE (TX SaaS PLATFORM)

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1. Applicability

   This document and all attachments incorporated by reference form the InstaCC Total Xperience (TX) Platform – Service Schedule (hereafter referred to as "**Service Schedule**"). To order the Services, Customer and Supplier (each a "**Party**", collectively "**Parties**") must execute a Customer Order Form ("**Order Form**"/ "**COF**") that expressly references and incorporates: (i) this Service Schedule, (ii) a Master Service Agreement or General Terms and Conditions (as applicable) executed by Customer and Supplier or their Affiliates ("**MSA**"). The MSA, Service Schedule and Order Form, as well as any other documents expressly referenced therein, shall constitute the "**Agreement**". The Agreement governs the delivery and receipt of the constituent Services identified below that together make up the InstaCC Total Xperience (TX) Platform (hereinafter referred to as the "**Service**" or "**Platform" or "TX Platform"**") subscribed by Customer

2. Definitions

   Capitalized terms used in this Service Schedule but not otherwise defined herein shall have the meanings given to them in the MSA. In this Service Schedule, all references to "Supplier" shall be understood to refer to the Tata Communications entity supplying the Service in a given country, and Customer shall be understood to refer to Customer entity that executed the relevant Order Form to receive the Service. Additional definitions applicable to capitalized terms applicable to the Service are set out in Annex 1.

3. Service Description

   The TX Platform is a unified agent built and hosted on public cloud for contact center agents which is Original Equipment Manufacturer (OEM) agnostic and enables interactions with various other modular functionalities. The Platform functionalities would comprise of the contact center solution, Work Force Management (WFM), Artificial Intelligence (AI) powered agent assist, interaction workflow engine, digital interaction touchpoints, compliance, analytics, virtual assistant, including but not limited to new modules for addressing specific requirements hosted on public cloud. The End User of the TX Platform can use the graphical interface to design the layout and track performance metrics of the Platform.

4. Components

   The TX Platform is built and hosted on AWS public cloud and provides connectors, features, options to add channels and other third-party utilities like the Customer Relationship Management (CRM), Quality Management (QM), Quality Analysis (QA), ticketing systems and the like, which can either be embedded within the desktop application of the Platform or deployed as a stand-alone application. Any third-party services or allied components not provided by the Supplier shall be governed by the terms of agreed between the Customer and such third-party suppliers.

5. Services Availability

   5.1 The TX Platform is a multi-tenanted Software as a Service ("SaaS") platform built and hosted on AWS public cloud and will have a regional availability based on the AWS regions.

   5.2 The TX Platform shall be deployed as per the scope of work and a Solution Design Document (SDD) mutually agreed between by the Supplier and the Customer which shall cover the features and functionalities required by the Customer. However, if the Customer opts and subscribes for any add-on services/modules/connectors to be deployed on the TX Platform, which are not a part of the original scope of work or the SDD, the same shall be charged over above the TX Platform fee for each of items added over the base platform.

   5.3 Unless Customer has been notified of the Platform Unavailability (more particularly set out in Section 6 below) by the Supplier, Customer shall immediately notify the Supplier's Network Operations Centre ("NOC") / the Supplier's helpdesk.

   5.4 Supplier targets to provide the uptime availability of the TX Platform and its components as applicable based on the integration as 99.999%. For clarity the 99.999% availability target for the TX Platform and its components does not include network connectivity from the Customer to the TX Platform or from the TX Platform to the backend contact center platform.

   5.5 In the event of access to the TX Platform by the Customer or any of Customer's designated person any configuration changes or service disruption caused by the Customer or its designated persons shall not be accounted as a part of Supplier SLA, and the Customer acknowledges and agrees that the Supplier shall not be liable for any refund, penalty, or credits for the same. If the Customer or Customer's designated person makes any unauthorised use of the access right provided by Supplier, the Customer agrees to indemnify the Supplier against any loss, breach or any other claim arising out of unauthorised use or changes.

6. Platform Unavailability and Service Credits

   6.1 Platform Unavailability means a failure of the Platform resulting in Customer/End User being unable to login 50% or more of their connected agents

   6.2 In the event of an outage and failing to meet the committed uptime by the Supplier, Supplier shall issue service credits to Customer's account upon approval by the Supplier of Customer's service credit request.

   6.3 Service credits shall be equivalent to the amount resulting from multiplying the difference between the target availability percentage and the actual availability percentage by the monthly charges payable by the Customer with regard to the number of contracted users as per the COF. For example. The Customer has procured services in two regions: Region A containing 200 End Users and Region B with 100 End Users. The monthly charge per End User is $25 (same across both regions) and the target availability is 99.9%. However, the actual availability in Region A: 98.8% (due to an outage). However, the actual availability in Region B is 99.9% (with no outage). Since only Region A is affected, the service credit calculation shall consider

only the 200 End Users in Region A. If an Outage impacts Customer/End User in a particular region, the service credit is calculated using the target vs. actual availability difference for that region, multiplied by the monthly charges and the number of End User in that specific region.

6.4   Service credit shall appear on the invoice issued in the next monthly bill following the month in which the service credit request was approved. Service credits shall be exclusive of any applicable taxes charged to Customer or collected by Supplier.

6.5   Customer agrees and acknowledges that it shall comply with all the terms and conditions of this Service Schedule, failing which Supplier shall not be liable to provide any service credits whether applicable or not.

6.6   Customer shall not be eligible for any service credit if the Customer's account with Supplier is not in good financial standing.

6.7   Service credits shall not be applicable in relation to charges related to system integration and one time implementation charges invoiced by Supplier.

6.8   Supplier shall not be responsible for any non-availability of public cloud region or underlying public cloud Services or any of its components.

7.   Service Credit Claim Process

7.1   To initiate a claim for service credits Customer shall submit a request within seven (7) Business Days after the end of the month during which the event occurred.

7.2   The claim for service credits shall follow the process for trouble ticketing as set out in Section 8 below.

7.3   The Customer must provide information supporting the service credit claim including but not limited to historical reports showing all agents were unable to log into the Platform for the particular period.

7.4   Supplier, in its sole discretion, shall attempt to review all claim requests within ten (10) Business Days of receipt of such claim request and notify its decision of the claim request. Service credit shall be provided only for issues caused by the actions solely attributable to the Supplier. Service credits shall not be provided for any actions or inactions of the Customer or any third party (including Customer equipment and third-party equipment) due to which the Services were unavailable to the Customer.

8.   Trouble Ticketing and Problem Resolution

8.1   Supplier maintains regional NOC at all Supplier main internet nodes. For reporting any Service-related issue Customer shall contact the respective regional NOC and report the issue. Customer shall provide all relevant details including but not limited to:

- Customer name and contact information

- Circuit ID and billing code.

- Product or Service type

- Date and beginning /end time of outage or failed metric, if applicable, or problem

- Brief description of the characteristics of the failed metric, if applicable, or problem

- End User location

8.2   Supplier shall assign a docket number (the "**Docket**") to each reported issue. The Docket number shall be quoted by Customer in all communications with Supplier in relation to the relevant service issue until the Docket is closed.

8.3   Customer shall, if requested by Supplier for any troubleshooting, provide remote access of agent desktops and supervisor desktops.

9.   Services Implementation:

9.1   The Service requirements for Delivery Site readiness recommended by Supplier are a prerequisite to provide the Service shall have to be met by Customer before Service implementation.

9.2   Service implementation related activities will be performed by the Supplier remotely with reasonable support from the Customer. Supplier shall also provide relevant training remotely to the Customer's designated agents in connection with use of the Services. Upon completion of such training, Customer shall provide written confirmation of the same, failing which all trainings shall be deemed to have been completed. Any further support required by the Customer shall be chargeable by Supplier as per Supplier's standard rates.

9.3   The Service shall be deployed and commissioned as per the project plan mutually agreed between Supplier and Customer during the proposal stage.

9.4 Low level details of the UAT acceptance criteria shall be mutually agreed by the Parties and documented during the Customer Requirements Discovery (CRD) workshop.

9.5 Supplier is eligible to charge incremental fees for any additional functionality requested by Customer during UAT.

10. Services Upgrade/ Downgrade and Planned Maintenance

10.1 The Platform supports auto scale up and scale down for End User to consume the Service. However, the Platform does not account for the number of licenses required for End User on the CCaaS systems or any other allied systems which are integrated to the Platform.

10.2 The network bandwidth required for supporting any auto scale up or scale down is not a part of the Services and shall be provided by the Customer.

10.3 The Customer agrees and acknowledges that the timelines for any customization activity may vary depending on the scope of professional services engagement and third-party components required by the Customer which shall be delivered remotely by the Supplier. The resultant change in Service will be reflected in the following month's invoice.

10.4 Notification for Insta TX Platform and CCaaS platform: Since the Platform is hosted across multiple availability zones, Customer shall be notified at least forty-eight (48) hours in advance for any Planned Maintenance for upgrades or any other technical reason that affects the continuity of Services. Notice of Planned Maintenance shall be provided to Customer's designated point of contact. However, for AWS infrastructure activities, notifications shall depend on AWS informing the Supplier first. Furthermore, in the event the maintenance is initiated by the Supplier on the TX Platform, the Supplier shall notify the Customer regarding the same.

11. Ordering, Service Fees and Invoicing

11.1 The TX Platform, Managed Services and the optional network services can be ordered either under a single or multiple COF(s).

11.2 The TX Platform shall have a charge for the use of platform ("**Platform Charges**") as mentioned in the Order Form which shall be invoiced monthly in arrears based on the total number of End Users provisioned or peak concurrent agents logged on the Platform in a month, whichever is higher in count. It will be per user per month based on the agent login report of the application for that particular month.

11.3 If the Customer subscribes for any additional components or services or modules or connectors deployed on the Platform for their specific requirement, there shall be additional charges over and above the Platform Charges for each of the add-on items as mentioned in the Order Form.

11.4 The Customer shall be invoiced monthly for all the components including any upgrades (addition) or downgrades (reduction) carried out in such month.

11.5 Customer shall make payment of all the Platform Charges; Service Fees and the additional charges (if any) vide the payment method as required by the Supplier.

11.6 The Customer shall pay all invoices/amounts/charges/payments within thirty (30) days from the date of invoice.

12. Term and Termination

12.1 The Service shall have a minimum commitment term of one (1) year from the date of commissioning of the Service (Service Commencement Date).

12.2 Termination for Convenience: Either Party may terminate the Services for any reason by providing the other Party thirty (30) days advance written notice.

12.3 Termination for Cause by Supplier: Supplier may terminate this Agreement and/or the Service immediately upon written notice if (A) there is a material change in or transfer of Customer's management, ownership, control or business operations or Customer becomes affiliated, through common management, ownership, or control, with any entity that is unacceptable to Supplier and its entities; (B) In sole discretion of the Supplier, Customer's actions expose or threaten to expose Amazon to any liability, obligation, or violation of law; (C) Customer breaches the Amazon Services Agreement any other service terms of AWS.; (D) Supplier determines use of the Services by Customers or End User, or provision of any of the Supplier's services to Customer or End User has become impractical or unfeasible for any legal or regulatory reason (E) the Amazon Services Agreement expires or terminates or requires changes, or if provisioning of Services could create a substantial economic or technical burden or material security risk for AWS.

13. Customer Responsibilities

13.1 Customer acknowledges and agrees that the intellectual property rights in any and all software provided by Supplier or that Supplier allows Customer to access in connection with the Platform belongs to Supplier or its licensor(s).

13.2 Upon termination of the Services, should Customer have any Platform Software(s) installed on any of Customer's systems, Customer shall immediately and permanently uninstall the Platform Software(s) from Customer's systems and destroy any copies of Platform Software(s) from the Customer systems.

13.3 Customer will not: (i) use the Service except as permitted hereunder; (ii) decompile, disassemble or reverse engineer any Platform Software(s), (iii) host, sell, resell, rent, exploit or lease the Service or any portion of the Service or use the Service for time sharing purposes or on a service bureau basis; (iv) remove any copyright or proprietary notices contained any in Platform Software(s) or place any third party's trademarks on the Service or otherwise imply that the Service was developed, owned by or proprietary to Customer or any other third party; (v) obtain or attempt to obtain the Service by any means or device with intent to avoid paying the Service Fees and other charges; (vi) enable access to the Service by any third party except as otherwise provided in this Service Schedule or with the prior written consent of the Supplier; (vii) use the Service to access, alter or destroy any information of Supplier's or Amazon's other customers by any malicious means or device; (viii) use the Service to introduce a virus, worm, trojan horse or other harmful software code or similar files that may damage the operation of Supplier's, or any other third party's computer, property or information; (iv) use the Service intending to damage, disable, overburden or impair any Supplier's or Amazon's server or network(s) connected to any other server or interfere with any other customer's use and enjoyment of the Service; (x) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service; (xi) use the Service to defraud, defame, abuse, harass, stalk, threaten or infringe the rights of privacy or other intellectual property (including copyright) of others or otherwise violate any applicable law; (xii) circumvent or modify any security technologies included as part of the Service. The Supplier may suspend usage of the Service by Customer or any of its End User, without notice, pending any investigation of misuse.

13.4 The Service may allow Customer to download, access and use software applications and software services not included in the Service ("**Third Party Technology**"). Such Third-Party Technology may be provided by the licensor of the product, its suppliers or other third parties. ANY THIRD PARTY TECHNOLOGY DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE IS USED AT CUSTOMER'S OWN DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH THIRD PARTY TECHNOLOGY.

14. Use of Information
Nothing in this Service Schedule will preclude the Supplier from capturing, retaining and using network or usage information whenever the Customer accesses or uses the Services. Customer shall not disclose any Data that Customer collects or develops in connection with the Service.

15. Import and Export Compliance
In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations. For clarity, Customer is solely responsible for compliance related to the manner in which Customer chooses to use the Services, including any transfer and processing of Customer Content, the provision of Customer Content to third parties, and the region in which any of the foregoing occur.

16. Entire Understanding
This Agreement constitutes the entire understanding of the Parties related to the Services. All prior written or oral agreements, understandings, communications or practices between Customer and Supplier are hereby superseded insofar as they relate to the Service provided under this Service Schedule. In the event of a conflict between the terms of an Order Form and the other documents that make up the Agreement, the terms of the Order Form shall control.

[END OF TEXT]

IN WITNESS WHEREOF, the Parties have executed this Service Schedule as of the date last written below:

By:	**By:**
("**Supplier**")	("**Customer**")
Authorized Signatory	Authorized Signatory
Name and Title	Name and Title
Date	Date

Approved As To Form:
LEGAL DEPARTMENT
Standard
(No Changes)
ANY CHANGES TO THE STANDARD TEMPLATE
DOCUMENT SHALL NOT BE EFFECTIVE.

Annex 1

Definitions and Acronyms

a.   "**AWS**" refers to Amazon Web Services and/or their affiliates singularly or collectively "Amazon" as the context may require

b.   "**CCaaS**" shall mean Contact Center as a Service

c.   "**Business Day**" refers to a day (other than Saturday, Sunday or public holiday) on which commercial banks are generally open for business in the location where Service is provided.

d.   "**Customer Content**" means content that Customer (a) runs on the Platform, (b) causes to interface with the Platform, or (c) uploads to the Platform or otherwise transfers, processes, uses or stores in connection with the Platform.

e.   "**Data**" means sales data, usage data, or other information regarding the sale or use of Services.

f.   "**Delivery Site**" shall mean the Customer location where Service is delivered.

g.   "**Managed Services**" shall mean the operational services offered by Supplier.

h.   "**Outage**" shall mean any event or circumstance (other than an excused outage) which results in a Platform Unavailability.

i.   "**Planned Maintenance**" shall mean any maintenance at the Amazon's data centre or services in relation to the Platform to which Customer is connected or has access to.

j.   "**Amazon Services Agreement**" means the agreement located at http://aws.amazon.com/agreement/, or such other agreement by and between Amazon and Customer/End User under which the Customer/End User is authorized to use the Services.

k.   "**UAT**" shall mean the user acceptance testing performed by the Customer in accordance with the acceptance criteria.