

NETFOUNDRY SERVICES AGREEMENT

1. **Definitions.** All terms capitalized but not defined hereunder shall have the meaning prescribed to them under Annex 1 hereto.
2. **Services and Permitted Use.** NetFoundry or its Affiliates will provide you the Services in accordance with the specifications provided under the Order Form(s). This Agreement provides the terms and conditions applicable to your use of the Services. Upon execution of this Agreement and the Order Form, NetFoundry hereby authorizes you and your Users to access and use, during the Term, the Services for the Permitted Use. All references to you shall include references to your Users. This authorization is non-exclusive and non-transferable to any third party and is subject to your timely payment of the Service Fee and performance of obligations in accordance with this Agreement. You control access by your Users to all of the Services and you are responsible for: (a) ensuring your Users' compliance with this Agreement; (b) all charges incurred by such Users; (c) maintaining the confidentiality of any credentials used to access your online accounts created for obtaining the Services; and (d) any fraudulent use of the Services through your accounts accessed by you or your Users.
3. **Registration and Ordering Services.** You may submit an Order Form requesting delivery of Services which NetFoundry may accept by either (i) acknowledging receipt and acceptance of the Order Form; or (ii) countersigning the Order Form in accordance with the terms of this Agreement; or (iii) by provisioning the Services, whichever is earlier. Both you and NetFoundry shall be contractually bound in respect of an Order Form at (but not before) the occurrence of either event specified above. For the avoidance of doubt, you shall not be obligated to submit, nor shall NetFoundry be obligated to accept, any Order Form. All contact information provided in the Order Form must be accurate and complete and you must provide us with updated information should any such information change. You represent and warrant that you have the authority to use any information you provide during the registration process, such as email addresses, telephone numbers, and credit card information, if applicable. You are responsible for maintaining the confidentiality of the credentials you establish in connection with each account you establish with NetFoundry pursuant to this Agreement.
4. **Downtime and Support.** Subject to your payment obligations and compliance with this Agreement, NetFoundry shall use commercially reasonable efforts to provide the Services to you during the Term except in cases of: (a) Planned Maintenance or emergency maintenance; (b) downtime or degradation due to a Force Majeure Event; or (c) circumstances adversely impacting the Services beyond NetFoundry's reasonable control, including your or any Users' use of products or services supplied by third parties, misuse of the Services, or use of the Services other than in compliance with this Agreement. Whenever reasonably practicable, NetFoundry will provide 7 days' notice of Planned Maintenance. If you have purchased the support for the Services provided by NetFoundry, additional terms with respect to the support services are provided under the Order Form.
5. **Modification to the Services.** NetFoundry may make any changes to the Services that it deems necessary to: (a) maintain or enhance the quality, security, competitive strength, cost efficiency or performance of the Services; or (b) comply with applicable law.
6. **Pricing.** Service Fee and payment terms will be provided in the Order Form and shall be dependent on the components of the Services, such as the amount of storage space, quality of service, and other such factors.
7. **Payment.** NetFoundry will commence invoicing for Services from the date on which you are provided access to the Services, regardless of whether you use the Services or are otherwise prepared to accept delivery of the Services. Unless provided otherwise under the Order Form, NetFoundry invoices Service Fees monthly in advance, except for Service Fees which are dependent on use, which shall be invoiced in arrears. Billing for partial months will be prorated based on a calendar month. You shall pay all amounts due within thirty (30) days from the date of invoice to the bank account designated by NetFoundry from time to time ("**Due Date**"). Unless otherwise specified in the Order Form, all amounts shall be invoiced and paid in U.S. Dollars. Any amount due but not received by NetFoundry will accrue interest at the Interest Rate from the Due Date to the date of actual payment. NetFoundry shall have the right to set off any amounts due hereunder which are not paid when due against any amounts owed to Customer or its Affiliates by NetFoundry or its Affiliates pursuant to this or any other agreement between the Parties. If NetFoundry offers online mode of payments to you, you may be required to provide payment card (such as credit card) information on NetFoundry's website which, in certain cases, may be the exclusive method of payment for the Services. You are required to maintain accurate payment card information throughout the Term. The payment processing services for online payments may be provided by the Payment Processor. The Payment Processor will be collecting and processing your Personal Information. The Payment Processor provides the payment processing services on the terms and conditions (including their privacy policy), which shall be provided separately by NetFoundry before you enter the payment card information] ("**Payment Processor Terms**"). By way of accepting this Agreement and by providing your payment card information, you shall be deemed to have agreed to the Payment Processor Terms. You agree that the Payment Processor is subject to change at the sole discretion of NetFoundry. It is hereby clarified that NetFoundry does not store or possess any credit card details or related Personal Information.
8. **Taxes and Regulatory Fees.** All charges for Services are exclusive of Taxes. If you are, or were, required by law to make any deduction or withholding from any payment due to NetFoundry under this Agreement, then, despite anything to the contrary in this Agreement, the gross amount payable by you to NetFoundry will be increased so that, after any such deduction or withholding for Taxes, the net amount received by NetFoundry will not be less than what NetFoundry would have received had no such deduction or withholding been required. If any Governmental Authority asserts that you should have made a deduction or withholding for or on account of any Taxes with respect to all or a portion of any payments made under this Agreement, or that NetFoundry should have collected certain Taxes from you which NetFoundry did not collect, you hereby agree to indemnify NetFoundry for such Taxes and hold NetFoundry harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted in connection therewith.

9. Term and Termination.

- 9.1 Initial Term and Auto-Renewal.** Netfoundry will provide you with the Services for the Initial Term and unless prohibited by applicable laws or otherwise communicated by a Party to the other, such Initial Term shall (subject to continued payments) automatically renew for additional terms of length equal to Initial Term at the same rates or rates notified separately by NetFoundry in writing. The Initial Term and renewal terms are, hereinafter together referred to as the “Term”. Either Party may terminate the Services for convenience after the end of Initial Term, without any cause, by providing no less than ninety (90) days advance written notice to the other Party.
- 9.2 Termination for Non-Payment.** If your payment method is declined or rejected for any reason or payments are outstanding beyond the Due Date, NetFoundry reserves the right to terminate or suspend the Services immediately and require you to pay immediately for the Services which have been provided but have not been paid for.
- 9.3 Termination for Cause.** If you breach any material provision of this Agreement and do not cure such breach within fifteen (15) business days of Written Notice from NetFoundry, NetFoundry reserves the right to terminate this Agreement and the Services after such cure period has expired. Without prejudice to any other rights under this Agreement, NetFoundry may also, directly or indirectly, suspend or terminate, your or Users' access to all or any part of the Services, without liability, if NetFoundry believes that: (a) you or any User has breached or failed to comply with any term of this Agreement in access or use of Services; (b) you or any User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; or (c) there is any other reason provided for in this Agreement or Incorporated Agreements applicable to the relevant Services. This section does not limit any of NetFoundry's other rights or remedies, whether at law, in equity or under this Agreement.
- 9.4 Termination for regulatory reasons.** NetFoundry may suspend or terminate the Services, without liability, if NetFoundry receives a Governmental Authority's order, judgment or subpoena, which in NetFoundry's interpretation requires it to do so.
- 9.5 Effect of Expiration or Termination.** Upon any expiration or early termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate; (b) you shall and cause Users to immediately cease all use of any Services; (c) NetFoundry may disable all of your and Users' access to the Services; and/or (d) you may lose access to all User Data. In addition (a) in cases of early termination/cancellation prior to the expiry of the Term: (i) by you for reasons other than material breach by NetFoundry of this Agreement; or (ii) by Netfoundry for reasons under Section 9.2 or 9.3, you will not be entitled to any credits or refunds, either in whole or on a pro rata basis, and you may be subject to a Minimum Commitment Charge; and (b) in cases of an early termination by us under Section 9.1 or Section 9.4, we will refund a prorated amount of Service Free (if paid in advance) to you within ninety (90) days of the effective date of termination. You agree that the Minimum Commitment Charge is a genuine and reasonable estimate of NetFoundry's loss arising from such termination and constitutes liquidated damages and not a penalty.

10. User and Third-Party Data.

- 10.1 User Data and Personal Information.** You are solely responsible for the User Data. You will secure and maintain all rights in User Data that may be necessary for us to provide the Services to you without violating the rights of any third party or otherwise obligating NetFoundry to you or to any third party. NetFoundry does not and will not assume any obligations with respect to User Data or to your use of the Services other than as expressly set forth in this Agreement or as required by applicable law. Use of the Services, Personal Information (forming a part of the User Data) and User Data is subject to this Agreement, our Privacy Policy, Terms of Service, Acceptable Use Policy, and all applicable international, federal, state and local laws. You confirm that you have read and understood each of the aforementioned policies. You further consent to NetFoundry collecting and processing Personal Information and User Data during the Term for the provision of Services and for (a) legal, administrative and management purposes, such as customer service, technical support, billing and reconciliation, operational maintenance, fraud detection and prevention, as required by law and to communicate with You or Users; and (b) sending information to you via email, phone or postal mail about NetFoundry's products, services and events that may be of interest to you. NetFoundry may make such information available to its Affiliates, employees, agents, contractors and others who provide products or services to NetFoundry (such as advisers), and to Governmental Authorities and potential purchasers of NetFoundry. You agree that in order for NetFoundry to provide the Services, Personal Information may be transferred to countries outside the contracting jurisdiction, including the United States of America and/or India. You further represent and warrant to NetFoundry that you shall provide proper notices to, and obtain necessary consents from, your or your Users' end-users and/or employees about how their Personal Information may be used, stored, and disclosed to service providers engaged by You.
- 10.2 Data Security.** NetFoundry has established data security programs and practices which it considers are adequate and implement them in protecting User Data. Use of any of our hosted services where User Data is stored on NetFoundry provided systems involves certain risks common to all hosted services providers like NetFoundry. Moreover, use of our hosted services necessarily involves accessing networks that may not be owned, operated or controlled by NetFoundry, including services provided by you based on NetFoundry Services, which are wholly outside of our control. You agree that: (a) NetFoundry is not guaranteeing that our data security measures will never be compromised; (b) our data security procedures will not be error-free; (c) the security procedures of third parties on which we rely may be subject to breach and will not be error-free; and (d) transmission of User Data will not always be secure. You understand that unauthorized third parties may penetrate the Services or third parties on which we rely to offer the Services. Except as provided in this section and despite any other provision to the contrary in this Agreement, NetFoundry assumes no liability with respect to data security or a breach of same.

10.3 Data Backup. THE SERVICES DO NOT REPLACE THE NEED FOR YOU TO MAINTAIN REGULAR DATA BACKUPS OR REDUNDANT DATA ARCHIVES. NETFOUNDRY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF ANY DATA INCLUDING CUSTOMER OR USER DATA.

11. Software Terms and Conditions

11.1 NetFoundry's Rights. All rights, title and interest in and to the Services, including all Intellectual Property Rights therein, are and will remain with NetFoundry or its superior licensors. You have no right, license or authorization with respect to any of the Services except as expressly set forth in Section 2 or as expressly provided in any Incorporated Agreements. All other rights in and to the Services are expressly reserved by NetFoundry. Any improvements or enhancements made to the Services pursuant to feedback or suggestions provided by you, including any new features or functionalities, shall belong solely and exclusively to NetFoundry.

11.2 Limitations and Restrictions. You shall not, and shall not permit any other person to, access or use the Services except in accordance with the Permitted Use allowed under this Agreement. Without limiting the generality of the foregoing, you shall not: (a) copy, modify or create derivative works or improvements of the Services; (b) license, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or to any person; (c) reverse engineer, disassemble, decompile, decrypt, adapt or otherwise attempt to access the source code of the Service; (d) re-purpose or directly access any third party software licensed to NetFoundry as part of the Services; (e) circumvent any security or protection used by the Services; (f) disrupt, interfere with or otherwise impede or harm (including using a Harmful Code) in any manner the Services or NetFoundry's systems, whether in whole or in part; (g) access or use the Services in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law. You shall also inform your User that the User shall not make any claim for liability directly against NetFoundry's licensor of software.

12. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION AND IN ANY APPLICABLE ADDITIONAL TERMS AND CONDITIONS, ALL SERVICES ARE PROVIDED "AS IS" AND NETFOUNDRY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE AND NON-INFRINGEMENT.

13. Indemnification.

13.1 Mutual Indemnification. Each party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to personal injury or death caused by such party's negligence or willful misconduct.

13.2 Your Indemnification to NetFoundry. You will defend, indemnify, and hold harmless NetFoundry, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any losses and reasonable attorney's fees arising out of or relating to any third-party claim concerning: (a) your or any User's use of the Services and the NetFoundry account that infringes or misappropriates Intellectual Property Rights; (b) breach of this Agreement or violation of applicable law by you or your Users; (c) any User Data, including the processing of User Data by or on behalf of you in accordance with this Agreement; or (d) a dispute between you and any User.

13.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any claim for which such party believes it is entitled to be indemnified pursuant to Section 13.1 or Section 13.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such claim and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 13.3 will not relieve the Indemnitor of its obligations under this Section 13 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

14. LIMITATION OF LIABILITY.

14.1 EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL NETFOUNDRY OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (D) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2 IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF NETFOUNDRY AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER,

UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, EXCEED IN THE AGGREGATE OF ALL SUCH LIABILITIES, THE MOST RECENT SIX (6) MONTHS OF AMOUNTS ACTUALLY PAID TO NETFOUNDRY PURSUANT TO THE APPLICABLE ORDER FORM GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING THE LIABILITY OF EITHER PARTY FOR (A) PERSONAL INJURY OR DEATH RESULTING FROM THE NEGLIGENCE OF A PARTY OR ITS EMPLOYEES, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) WILFUL MISCONDUCT.

15. **Miscellaneous**

- 15.1 **Force Majeure.** In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any payment obligation), when and to the extent such failure or delay is caused by a Force Majeure Event. Either party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of thirty (30) days or more.
- 15.2 **Entire Agreement.** This Agreement together with Incorporated Agreements constitute the sole and entire agreement of the parties with respect to the subject matter of this Agreement. The parties have not acted in reliance on any statement, representation, assurance, or warranty (whether made negligently or innocently) other than those contained in this Agreement. All prior written and oral agreements, understandings, communications, and practices between the parties are superseded to the extent they relate to the Services. In the event of any conflict between the contents of this Agreement and the Incorporated Agreements, the Incorporated Agreements prevail.
- 15.3 **Modifications.** This Agreement may be amended only in writing signed by a duly authorized representative of each of you and NetFoundry.
- 15.4 **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be modified rather than voided in order to achieve the intent of the parties to the fullest extent possible and all other provisions of the Agreement shall be deemed valid and enforceable.
- 15.5 **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the state of incorporation of the contracting Netfoundry entity without reference to its conflict of law provisions and the parties irrevocably submit to the exclusive jurisdiction of the courts in that jurisdiction.
- 15.6 **Trade Compliance.** The parties acknowledge that products, software, and technical information (including but not limited to the Services, technical assistance and training) provided under this Agreement may be subject to export control and sanctions laws and regulations of the U.S. and other countries, and any use or transfer of the products, software, or technical information must be in compliance with all applicable regulations. The parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export control and sanctions regulations. If requested by either party, the other party agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations. You further represent and warrant that you (a) are not located and will not seek to resell, license, or otherwise make the Service (and licensed software contained therein) available in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;(b) are not listed on any U.S. Government list of prohibited or restricted parties; (c) will not offer, provide or make available the Service (and the licensed software contained therein), or any part thereof, to any third party or User on that list.
- 15.7 **Assignment.** Neither party may assign, novate, or transfer this Agreement or Order Form without first obtaining the other party's written consent, except that either party may assign, novate, or transfer to an Affiliate, or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets by providing Written Notice to the other party of any such assignment. The Agreement will bind and inure to the benefit of each party and each party's successors and permitted assigns.
- 15.8 **Confidentiality** You acknowledge that the Service may contain proprietary trade secrets of NetFoundry or its suppliers and licensors and you hereby agree to maintain the confidentiality of the products, services, information and documents included in the Service using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information.
- 15.9 **Use of Web-Portal.** You agree and acknowledge that the Services may be provided to you through a NetFoundry branded website/ platform/ application ("**Web-Portal**"). During your use of the NetFoundry Web- Portal, you shall at all times, be bound with the Terms of Use of the web portal in addition to the provisions of this Agreement.
- 15.10 **Survival.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 9 (Term and Termination), Section 11.1 (NetFoundry's Rights), Section 11.2 (Limitations and Restrictions), Section 13 (Indemnification), Section 14 (Limitation of Liability), Section 15.5 (Governing Law) and this Section 15.10 (Survival).

ANNEX -1

DEFINITIONS

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

"Force Majeure Event" means any circumstances beyond a party's reasonable control including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

"Governmental Authority" means any governmental or quasi-governmental body, whether foreign or domestic, including any department, agency, commission, bureau or other administrative or regulatory bodies, courts, or public utilities.

"Harmful Code" means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (a) computer, software, firmware, hardware, system or network; or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby; or (ii) prevent you or any User from accessing or using the Services or NetFoundry systems as intended by this Agreement. Harmful Code does not include any software or other methods that NetFoundry may use to prohibit, terminate or restrict use of the Services as provided for in this Agreement.

"Incorporated Agreements" means the following documents collectively or individually, as the context may require: (i) Order Form; (ii) any specific terms and conditions agreed to by the parties separately in relation to the Services; (iii) Privacy Policy; (iv) Terms of Service; and (v) Acceptable Use Policy. In the event of a conflict, the order of precedence is in the same order as set out in this definition with (i) taking precedence over (ii) and so on.

"Initial Term" means the term of the Service on your Order Form.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Interest Rate" means one and one-half percent (1.5%) per month or if such amount is not permitted by law then the highest rate permitted by law.

"Minimum Commitment Charge" means the minimum charges that you must pay during the Initial Term and as defined under the Order Form and if not defined, the charges required to be paid for the rest of the Initial Term.

"Order Form" means the Netfoundry provided format of an order, which may be online or offline, setting out the matters relating to delivery of the Services and which is governed by the terms and conditions of this Agreement.

"Payment Processor" means a third-party payment processor providing payment related services on the NetFoundry web portal.

"Permitted Use" means any use of the Services by you or a User only for your internal business use in compliance with the terms of the Agreement including Incorporated Agreements and the relevant law, rules and regulations applicable to the Services and shall not include a resell of the Services, in any form whatsoever.

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

"Planned Maintenance" means any preventative, routine or scheduled maintenance which is performed with regard to the Service or any component thereof, which NetFoundry or its agents reasonably believe is necessary in order to maintain the Service or prevent or remedy a defect which may affect you or any Users' use or access to the Services.

"Privacy Laws" means any applicable law, regulation or binding policy of any governmental authority that relates to the security and protection of personally-identifiable information, data privacy, trans-border data flow or data protection.

"Privacy Policy" means Netfoundry's Privacy Policy, available at <https://www.tatacommunications.com/policies/privacy/as> may be updated from time to time.

“Services” means the software as a service provided by NetFoundry to you through which you may spin up global, software-only, application-specific networks at scale over any network connection using Netfoundry’s web-based orchestration tools and application program interfaces, more particular described under the Order Form.

“Service Fee” means the payments to be made by you to the Customer, as described under the Order Form.

“NetFoundry” means the entity named above or in an Order Form, as applicable. For the purposes of all remedies and limitations of liability set forth in this Agreement, NetFoundry means NetFoundry, its Affiliates and its and their employees, directors, officers, agents and representatives.

“Taxes” means taxes except for taxes based on NetFoundry’s net income and includes all applicable VAT, GST, consumption, sales, use, excise, access, bypass, franchise, regulatory or other like taxes, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Services.

“Terms of Service” means specific terms and conditions associated with a variant of Service which may be provided to you by NetFoundry in addition to this Agreement, depending on the variant of Service selected under the Order Form.

“Users” means any person or entity deriving or making Permitted Use of the Services through you including but not limited to, you, your employees, your agents, your Affiliates or your customers;

“User Data” means the content of all Users and third-party data that is stored, processed, or transmitted in connection with all of the Services including your Users’ credentials that are used to register your User account(s) with us and access the Services.

“Written Notice” means a notice provided in writing including an email sent to your email address associated with your account registered with us.

[END OF TEXT]