

Advisory Club Master Agreement

Version 1.2 (last updated: 02-Aug-2018)

This Master Agreement ("Agreement") is entered between ZNet Technologies Pvt. Ltd. (hereafter "ZNetLive") and You (hereafter "Partner"). Please read this agreement before using any of the services provided by ZNetLive. By accepting this agreement online, accessing or using of the services offered, you signify acceptance of and your agreement to the terms and conditions of this agreement. If you do NOT agree to the terms and conditions of the agreement, do NOT accept, access or use the services. This document covers Professional Services, Support Services and Licensing arrangements between the two parties.

1 Executive Summary

Partner is keen to work with ZNetLive and be a part of the ZNetLive Advisory Club (ZAC). ZAC is one of the key programs from ZNetLive to support partners in its growth story by offering a variety of tools, products to resell along with sales. The entire ZAC program revolves around ZNetLive being an advisory for the partner to promote and grow their sales and to be successful in business.

This document at the time of execution or subsequently, governs the license of Software products, professional services, Partner Account Management and Support services provided to the Partner by ZNetLive. Each exhibit/schedule to this agreement places an integral part hereof and, in case of contradictions supersedes this Master Agreement.

2 ZNetLive Advisory Club Program

ZNetLive hereby appoints Partner its reseller of Cloud's cloud computing and technology products and services and to perform the following services (and deliverables) in connection to ZNetLive as set forth in the Schedule 1 (the "Services"):

2.1 Resale of ZNetLive Products

Sale and Resale: ZNetLive shall sell to Partner, and Partner shall purchase from ZNetLive, such volume of the ZNetLive Products as required by Partner from time to time for the subscriptions of ZNetLive Products or Product Bundles by Partners. The volume of ZNetLive Products so purchased by Partner from ZNetLive shall be determined on the basis of the purchase orders placed and completed by Partner in accordance with the tracking systems of ZNetLive; Partners are eligible to:

- Re-sell ZNetLive's products and services and/or Product Bundles to businesses and/or individuals (the "Customers");
- provide support services to Customers, Customer enquiries, complaints handling and other after-sales support;
- to the extent capable, provide first tier technical support and assistance to customer on the use of ZNetLive Products and/or Product Bundles and refer Customer to ZNetLive in case of any unresolved technical difficulties; and
- Issue, distribute invoices and receipts in its own name and on its own behalf to Customers, collect payments of invoices, process refunds and handle enquiries from Customers regarding invoices.

The specific terms, conditions, and arrangements for the sale of ZNetLive Products/Services by Partner are set forth in the sections below, which may be amended from time to time as required and as agreed by both Parties in writing.

Partner may purchase ZNetLive Products for standalone sale or inclusion in Product Bundles as may be made available to customers through the ZNetLive Website;

2.1.1 Mode of Sale

Commencing from the Effective Date, Partner shall deploy its sales and marketing resources (including offline, on-ground resources) to actively promote, market, and sell its own products along with ZNetLive Products and/or Product Bundles through any means as deemed appropriate.

Partner will create its membership account with the ZNetLive Website. In using the ZNetLive Website, Partner shall at all times abide by any and all terms and conditions, rules, and policies of the ZNetLive Website (the "ZNetLive Terms").

If, as a result of Partner's sale of ZNetLive Products to Customers, Customers are made available to, directly or indirectly, access, operate, manage, or control any and all web portal, platforms, or systems of the ZNetLive Website, Partner shall ensure that all such Customers acknowledge and agree to abide by all ZNetLive Website Terms. The Parties shall from time to time conduct review meetings on Partner's performance of its Services.

2.1.2 Purchase and Discount:

Partner shall purchase ZNetLive Products for resale through the ZNetLive Website at the retail price published on the ZNetLive Website or as agreed mutually.

The invoice shall be paid by Partner immediately before the services can be provisioned. ZNetLive may suspend or terminate services to Partner if all amounts owed under any invoice are not paid before service can renew.

2.1.3 Standard Terms

Notwithstanding any other provisions of this Agreement, the use of the ZNetLive Products by Partners shall be at all times subject to the relevant terms of use and any other relevant terms and conditions of the relevant ZNetLive Products (including but not limited to those listed on the ZNetLive Website) (the "**Standard Terms**"). Unless otherwise agreed by ZNetLive in writing, Partner shall ensure that its subscription agreements with Customers for the purchase and use of ZNetLive Products shall not contain any provisions that will prejudice the Standard Terms or in any manner prejudice the interest of ZNetLive.

2.1.4 Pricing of ZNetLive Products

Partner acknowledges that ZNetLive shall have the sole discretion to determine the pricing of ZNetLive Products as offered on the ZNetLive Website. ZNetLive may, from time to time, consider flexible pricing/product offering including any promotion pricing. Notwithstanding the foregoing provisions, Partner shall have the right to set any retail pricing of ZNetLive Products or Product Bundles.

2.1.5 Tracking System Records

The data and records kept and maintained by ZNetLive's tracking system and technology shall serve as the final and conclusive record of the number of transactions completed by Partner. In the event of any significant discrepancy between the records kept or recorded by both Parties, the Parties shall agree to arrange a meeting to discuss the source and reason for the discrepancy and devise a solution to ensure such discrepancy will not arise again. Notwithstanding any of the foregoing provisions, the records kept and maintained by ZNetLive's tracking record system and technology shall at all times prevail in case of any discrepancy.

2.2 Support Services to Partners

Partner may purchase from ZNetLive support services for Partner to support its Customers in accordance with the terms set forth below. Any and all support tickets will be generated only by Partner through the admin console on the ZNetLive Website using the Partner's account. For the avoidance of doubt, there will be no direct interaction between ZNetLive and Customers for the support services provided by ZNetLive to Partner, and Partner shall be fully responsible for all communications with its Customers relating thereto.

The Partner may buy additional white-label support with which the end customer can raise a ticket with the Partner but the ticket will be resolved directly by ZNetLive. There will be managed Services plans. The support for various products purchased may vary based on their nature. The separate T&Cs applicable at the time of purchase of these products will determine their support SLAs.

2.3 RackNap – Billing and subscription Software License Grant

ZNetLive grants to the partner limited, non-exclusive, non-assignable and non-transferable licenses to use the Automation Software products ("Software") designated. This agreement grants the rights (licenses) to the Partner to use out of box Software of RackNap ("Software") owned and developed by RackNap.

2.3.1 Software Ownership

Title to the Software (including all updates and new releases) and its documentation and ownership of all copyrights remains with ZNetLive always. Copyright notices and other proprietary rights notices in the Software must not be deleted or modified. This Agreement does not transfer any ownership rights. The partner may use the white-label capability of the software to upload his logo etc.

2.3.2 Source Code

The Source code from which the Software object code is derived ("Source Code") is not subject to this Agreement and will, represent a trade secret of ZNetLive), and not to be released to the Partner. Neither the partner nor any other user shall in any condition reverse assemble or decompile the Software or otherwise attempt to recreate the Source Code.

2.3.3 License: Renewals and Term

The licenses granted are non-perpetual licenses for the license periods as set forth in the Exhibits hereto, which may be renewed as set forth in the respective Exhibit.

The license period of each Software license shall be for the period of engagement and shall be renewed for additional period with due payments done (where applicable), unless either party hereto terminates the engagement with one month's prior written notice to the other party.

If any payments due are not received as per agreed payment terms, then the licenses to use the software will be terminated. The license keys will be validated with the RackNap back-end key store and that will disable the functionality of the software if payments are not made as per agreed terms.

2.3.4 Licensing Termination

If the Partner ceases to be ZAC member, then his licenses will be terminated. The parties hereto may terminate this Agreement or any granted license for a breach of this Agreement or any Exhibit hereto if such breach is not remedied within thirty (30)

days of receipt of written notice by the breaching party from the non-breaching party. Obligations in this Agreement, which by their nature are continuing, survive termination. Upon termination, or when a Partner is no longer authorized to access the Software, Partner agrees to reclaim, delete, and destroy the Software product at issue.

For the avoidance of doubt, in the event of any termination of this agreement, the Parties will come together and negotiate in good faith about ways to maintain Partner's business with ZNetLive's products and to avoid negative effects to each Party caused by this termination.

2.3.5 Migration Assistance

Partner data: Upon termination of this Agreement, Partner shall export the data in the system with the existing set of reports. If he requires any additional assistance to export in custom formats, that will be charged additionally, and the scope of that engagement will be discussed in due course.

Customer data: Upon termination of this Agreement, Partner shall assist Customers to transfer their service contracts with Partner ("Customer Contracts") to ZNetLive. Partner shall use best efforts to provide any and all operations assistance necessary to facilitate such transfer, including but not limited to assisting Customers and/or ZNetLive to migrate Customers' cloud environment to ZNetLive's cloud environment. The terms and conditions for the transfer of Customer Contracts shall be further agreed by the Parties in writing.

2.3.6 Working hours

ZNetLive will conduct project meetings, including end of stage/end of phase and status updates, at as close to Partner's business hours or at pre-agreed slots which may be outside the Partners' business hours. Typically, ZNetLive will perform the services during regular ZNetLive business hours between 9am and 6pm Monday-Friday in the regions providing the resources, excluding national holidays in the region in which the Services are being provided.

2.3.7 Escalations

If any issues occur during the delivery of the Services, Partner agrees to discuss such issue with the professional services team. If the professional services team is unable to resolve the issue, each party's designated contact for escalation shall be notified and shall work together in good faith to resolve the issue. The names of these contacts will be provided during the detailed engagement phase.

2.4 Rights and Obligations of Partner

2.4.1 Professionalism

In providing the Services, Partner shall:

- maintain a sufficient number of trained and qualified personnel to perform its obligations under this Agreement and meet any Partner service standards set by ZNetLive from time to time;
- ensure that all relevant personnel are knowledgeable in and have a thorough understanding of the benefits of the ZNetLive Products; and
- comply with all guidelines, policies and reasonable directions of ZNetLive as provided to Partner in writing as may be updated from time to time by ZNetLive in its sole discretion.
- Partner shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all Partner Resources. Partner shall ensure that its project team members have adequate Subject expertise. All project team members must have completed relevant RackNap training courses to be able to use the Platform.

2.4.2 Marketing and Promotion

- Partner shall use commercially reasonable efforts in good faith to promote the ZNetLive Website and ZNetLive Products. All marketing materials (whether in electronic, paper or any other form) used by Partner in connection with its provision of the Services shall be subject to ZNetLive's prior written approval. Partner shall employ ethical marketing and solicitation and recruitment practices in its performance of the Services.

2.4.3 ZNetLive Products Representations

Partner shall only make representations and warranties regarding the ZNetLive Products which have been authorized by ZNetLive in writing.

2.4.4 Equipment and Services

Partner shall, at its own expense, supply all labor, facilities, and equipment necessary to perform the Services and host any technology licensed to Partner for the performance of its Services under this Agreement at its own expense. Partner shall ensure that any and all equipment deployed or employed for the performances of its Services under this Agreement shall meet or exceed the standards and requirements of ZNetLive's specifications, standards and/or service level requirements as communicated to Partner from time to time.

2.4.5 Data Privacy and Direct Marketing

Partner shall comply with any and all applicable laws and regulations on personal data privacy protection and/or direct marketing in any and all relevant or applicable jurisdiction.

2.4.6 Government and Regulatory Notices

Partner shall immediately provide written notice to ZNetLive with full details and copies of any enquiry, notice, order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental and Judicial Entity in connection with ZNetLive and/or ZNetLive Products, which have been received by Partner pursuant to Partner's performance of the Services. For the purpose of this Clause, a "**Government and Judicial Entity**" shall include, but is not limited to, any governmental and judicial entity (including any subdivision, court, administrative agency or commission or other authority thereof) or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

2.4.7 Third Party Software in ZNetLive Products

- Partner acknowledges that certain third-party software may be incorporated within the ZNetLive Products and in connection therewith, Partners may be allowed to use such third-party software through their purchases of ZNetLive Products or Product Bundles. Partner shall, to the extent applicable, abide by the terms and conditions of such third party software and, to the extent applicable, ensure that Partners have acknowledged and agreed to any and all terms and conditions of such third party software prior to their use of such third party software as may be required by the relevant owner or licensor of such third party software;
- Partner shall have no right to license, sub-license, or transfer such third-party software to any other persons without the consent of the relevant owner or licensor of the third-party software in question;
- A list of third party software as incorporated in the relevant ZNetLive Products shall be provided by ZNetLive to Partner from time to time; and
- Any breach by Partner shall be deemed a material breach of this Agreement and Partner shall indemnify and hold ZNetLive harmless from and against any loss or damage which it may suffer or incur as a result of Partner's breach of any terms and conditions of such third-party software.

2.4.8 Real-Name Registration of Partner and Customers

Partner shall take reasonable steps to the accuracy of the Real-Name Information and shall ensure any and all appropriate and lawful consents have been obtained from relevant Customers for the transfer of such information to ZNetLive or its Affiliates. The failure by Partner to comply with this provision shall constitute a material breach of this Agreement by Partner, and ZNetLive is entitled to suspend the services, restrict access to services/ZNetLive Products/ Product Bundles, and/or terminate this Agreement without prejudice to its rights and remedies at law or equity. Partner shall hold ZNetLive and its Affiliates, directors, officers harmless and indemnify ZNetLive for any claims brought by any Partner Customer or any other third party related hereto.

2.5 Rights and Obligations of ZNetLive

2.5.1 Product Information

ZNetLive shall provide Partner with all the relevant product descriptions, terms of use, terms of services, and other product information relating to the ZNetLive Products that are necessary for Partner to sell the ZNetLive Products and provide the Services.

2.5.2 Training

ZNetLive may provide Partner's employees or representatives with relevant training as reasonably required for the performance of the Services. The costs of such training shall be separately agreed between the Parties in writing.

2.5.3 Modification of ZNetLive Products

ZNetLive shall have the right to modify the features of, cease the offering of, amend the terms and conditions of, or make any other adjustments or modifications to the ZNetLive Products any time as deemed necessary, provided that for any material modifications to the core features or operation of ZNetLive Products, prior written notice is provided to Partner prior to such modifications. (with the period of notice being reasonable taking into account the nature of the modifications).

2.5.4 Post-Term Product Usage

ZNetLive shall procure that any and all ZNetLive Products purchased or subscribed to by Partners during the Term shall continue to be made available for use if the service term of such ZNetLive Products extends beyond the termination or expiry of this Agreement. For the avoidance of doubt, in the event that a Partner has purchased or subscribed to an ZNetLive Product or Product Bundles whereby the payment schedule or usage period extends beyond the Term (as defined below), ZNetLive shall

continue to make such ZNetLive Product available for use by the relevant Partner under the terms of subscription for the ZNetLive Product or Product Bundles.

2.5.5 Marketing and Promotion

ZNetLive shall have the right to use the Marks (as defined below) of Partner to market and promote the ZNetLive Website and ZNetLive Products.

3 Subscription billing Software - Technical Support/Maintenance

The following sections cover the Technical Support and Software Maintenance Services for Subscription billing Software issued by ZNetLive.

3.1 Terms and Conditions for Technical Support Services

By this Agreement, ZNetLive entitles Partner to utilize ZNetLive/RackNap's technical support services. To receive technical support services in general, Partner will be provided with the ability to log into the RackNap's support system. All tickets will need to be logged with adequate information so that the issues can be tracked for resolution quickly. All interaction for the Partner will always be via ZNetLive.

3.2 Definition of Severity

Severity is a measure of the relative impact an issue has on the use of the Software by Partner. ZNetLive shall determine such severity level in its reasonable discretion. In making such determination, ZNetLive shall give appreciable weight and deference to Partner's determination of Severity based on how Partner determines the Issue impacts its business.

Severity	Descriptions
"Severity One"	is an Issue that prevents initial installation and operation of the Software due to a problem with the License Key or, after the Software is installed and operational, results in material degradation or failure of the functionality of the Software or server(s) on which the Software is installed. It also applies to a situation that renders a mission-critical portion of the Software unusable, prevents booting of the Server, or results in data that is unrecoverable, corrupt, or lost. No workaround or immediate solution is available.
Severity Two	describes an Issue that prohibits installation or use of a feature described in the Documentation and results in the Partner being critically restricted in the use of the Software for a purpose or application. A temporary workaround may be available as ZNetLive attempts to resolve the Issue.
Severity Three	applies to an issue that involves partial, non-critical loss of functionality of the Software or impairs some operations but allows Partner to continue using the Software.
Severity Four	applies to cosmetic Issues, including errors in the documentation, general usage questions, and recommendations for product enhancements or modifications.

3.3 Support SLAs

ZNetLive shall respond to any request for Maintenance and Support from the Partner in accordance with the timeframes in the table below. If a problem or issue cannot be resolved within (5) days, it will be escalated to ZNetLive's next level of senior support personnel. The Partner shall identify the priority level for each incident in accordance with the definitions defined within section "Definition of Severity" of this document, whereas such determination is subject to agreement by ZNetLive's support personnel:

Priority	Response Time	Target Temporary Resolution or Workaround	Permanent Fix
Severity 1	≤ 2 hours	< 8 hours	15 business days
Severity 2	≤ 2 hours	< 12 hours	15 business days
Severity 3	≤ 4 hours	< 48 hours	30 days
Severity 4	≤ 12 hours	N/A	Next release

Hotfixes for temporary resolutions will be included in the next official release of the software

Target Temporary Resolution or Workaround ("Target Times") are based on ZNetLive's experience and professional assessment of the time it takes to problem solve issues at various severity levels. ZNetLive shall always maintain sufficient resources, processes,

policies, technology and safeguards to achieve the Response and Target Times and shall use continuous and best efforts to achieve Response and Target Times with minimum impact on the Partner's business.

If the Target Times for workaround or resolution above are not achieved, Partner shall escalate the problem to the dedicated TAM (if any) or the next higher support manager for the Partner. In addition, ZNetLive will immediately notify for each of the Partner's Severity 1 or Severity 2 issues where needed to the ZNetLive's Executive management team, who shall receive daily updates from a senior member of the Support management team until the issue is resolved.

Without prejudice to other rights and remedies that may exist, if a Severity 1 or 2 issue is not resolved within 30 business days, ZNetLive agrees that ZNetLive's senior support management will provide updates to the Partner, including any contact it designates for such update, at the frequency that the Partner requests.

3.4 Representations, Warranties and Covenants

3.4.1 Representations and Warranties.

Each Party represents and warrants to the other Party that:

- it has full power and authority to enter into this Agreement, grant (or procure to grant) and be granted the licenses, and to perform fully its obligations hereunder; and
- it has obtained all permits, licenses and approvals required to perform its obligations hereunder.

3.4.2 Partner Representation and Warranties

- Partner represents and warrants, and procures its Affiliates to represent and warrant, that Partner and its Affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

3.4.3 Undertakings

Partner undertakes to ZNetLive that:

- it will provide the Services in a competent and professional manner and with all reasonable care and skill;
- all information and materials provided to ZNetLive will be true, accurate and not misleading;
- it will comply with any and all relevant and applicable laws and regulations related to its performance of Services, including but not limited to, marketing and direct selling laws and regulations;
- it shall keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the ZNetLive Products;
- it will maintain any permits, licences and approvals required to perform its obligations hereunder throughout the Term; and
- it will not, and procure that its Affiliates will not, become the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

In connection with the functioning of the Software, ZNetLive's liability under any non-excludable implied condition or warranty is limited to the lowest of the cost of replacing the Software. The total liability for any other limitable claim relating to matters covered by this Agreement or use of the Software is limited to the License Fees received from Partner for the Software product(s) at issue during the one month prior to the date of the claim being made.

Other than the warranties set forth in the "Limited Warranties" section above, ZNetLive shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field which are solely and directly attributable to partner.

The partner acknowledges and agrees that the consideration which ZNetLive is charging pursuant to this Agreement does not include any consideration for the assumption by ZNetLive of the risk of the Partner's or any third party's indirect, consequential or incidental damages which may arise as a result of the Partner's use, sub-licensing of the software and documentation. Accordingly, the Partner hereby agrees, that ZNetLive shall not be responsible for any indirect, consequential, incidental or similar damages, including, but not limited to loss of profit, lost savings or loss of revenues or loss of data, Partners or reputation arising from the use of the products, even if both parties have been advised of the possibility of such damages. These limitations of liability shall apply to all causes of action or claims in the aggregate. It is agreed that ZNetLive's cumulative liability to the Partner or any party related to the Partner for any common and predictable losses or damages resulting from any claims, demands or actions arising out of or relating to this agreement, shall be limited to the license payments received or due from the Partner under this agreement during a one-month period preceding the date when ZNetLive was notified of such claim. It is the agreement of the parties that the foregoing allocation of risk is reflected in the fees charged under this agreement.

The limitation of liability as set forth in this Section shall not apply to any damages caused by ZNetLive's and/or its agents', employees' or officers' gross negligence or willful misconduct as well as in cases of personal injury or mandatory liability by law.

ZNetLive is not required to provide technical support if Partner/Customer is in material breach of this Agreement or if any amounts due under this Agreement are not paid and is not liable for damages caused by the resulting interruption of the operation of the respective Software.

3.5 Indemnification

If a claim of copyright, patent, trade secret or other intellectual property rights violation is brought against Partner relating to the Software, Partner agrees to immediately notify ZNetLive, allow ZNetLive to control the litigation or settlement of such claim, and cooperate with ZNetLive in the investigation, defense, and/or settlement thereof.

ZNetLive undertakes to take control of the litigation or settlement and indemnify the Partner by paying for the litigation or settlement, all costs and reasonable attorneys' fees Partner incurs, and any judgment finally awarded against Partner or any settlement reached by ZNetLive. The Partner may participate in any such proceedings at the Partner's own expense. This indemnification obligation does not apply to the extent the claim is based on a combination of RackNap Software with other software or a Partner modification to the Software if such claim would not have been made but for the combination or modification.

If such a claim is made or, in the reasonable opinion of ZNetLive, is likely to be made, ZNetLive, at its option, may modify the Software, obtain rights for the Partner to continue using the Software, or terminate the license for the Software product at issue and refund the current license fee paid by the Partner, pro-rated in the proportion corresponding with the period during which the Partner cannot use the Software within the current license period. Partner agrees to abide by the decision of ZNetLive and, if appropriate, install a different version of the Software or discontinue the use of the Software.

3.6 Termination

3.6.1 Suspension

If the Partner defaults on any of the obligations set forth in the Exhibit/Statement of Work or this agreement, ZNetLive shall be entitled to suspend or terminate the Exhibit/Statement of Work or this agreement.

3.6.2 Post Termination Responsibilities

Upon termination, ZNetLive shall complete the Services in a commercially reasonable manner and deliver any such outstanding deliverables as agreed upon by the Parties. Partner agrees to pay ZNetLive for all Services provided and expenses incurred through the date of termination.

Thereafter, ZNetLive shall submit (if any), but in no event later than sixty (60) days from the effective date of termination, its invoice directly related to unpaid Services previously accepted by the Partner, as per the Statement of Work that was terminated.

The Partner shall be responsible only for the pro-rata portion of the license fees and permitted expenses incurred by Company through the date of termination. No separate termination charge shall be due.

3.7 Intellectual Property rights and Partner data

Unless otherwise expressly agreed in any Statement of Work, ownership of all Intellectual Property in the work product, developments, inventions, technology or materials provided under this agreement shall be solely owned by ZNetLive.

3.7.1 License:

Each Party shall, or procure to, grant to the other Party a royalty free, non-exclusive, non-transferable, revocable right to use logo of the other Party (the "Marks") during the Term (as defined below) and solely for the provision of the Services in accordance with the terms and conditions of this Agreement. A Party shall obtain prior written approval from the other Party and complete any process as reasonably required by the other Party for all uses of the Marks. Whenever a Party uses the Marks of another Party, such Party shall clearly indicate the ownership of the Marks by the Party or its licensor(s).

3.7.2 Retention of Rights

Both Parties and their licensor(s) shall retain their respective intellectual property rights and title in and to the Marks. ZNetLive shall retain all concepts, techniques, processes, inventions, software or works of authorship or other proprietary information developed, embodied in or practiced in connection with the ZNetLive Products, including all modifications, enhancements, derivative works, configurations, translations, upgrades and interfaces thereto by any Party. Except as expressly provided in this Agreement, nothing in this Agreement shall be interpreted to mean that a Party has acquired any right, interest or title in any of the intellectual property rights of the other Party and its licensor(s). Upon expiry or termination of this Agreement, a Party shall immediately stop using the intellectual property rights of the other Party and its licensor(s) and destroy or return to the other Party materials comprising the intellectual property rights of the Party and its licensor(s). ZNetLive makes no representation or warranty as to the validity or enforceability of the Marks nor as to whether they infringe any intellectual property rights of third parties in the Territory. Any goodwill attributable to the use of the Marks of each Party shall inure to the owners of the respective Marks.

3.7.3 Partner Data

All Partner data in connection with the purchase of ZNetLive Products or Product Bundles by Partners solicited, recruited or invited by Partner will be owned by Partner. Notwithstanding the foregoing provisions, Partner shall, upon the request of ZNetLive, to the extent permitted by applicable laws, provide information relating any Partner to ZNetLive solely for its performance of its obligations under this Agreement on a need-to-know basis.

3.7.4 Non-dilution of Trademarks

Neither Party shall use or register in any jurisdiction, domestic or foreign, any trademarks which may be reasonably deemed to be confusingly similar to the other Party's Marks. Partner shall not in any online search engine or other online marketing channel bid on any keywords which include the word "ZNetLive", or "ZNetLive" in English or any other language or any similar spellings or misspellings thereof.

3.7.5 Right to Audit Use of Marks

Partner shall, at its own expense, at any time at ZNetLive's request, supply relevant samples of any use of ZNetLive's Marks by Partner to ZNetLive. In the event that ZNetLive objects to any such use, notwithstanding any prior approval granted thereto, ZNetLive shall have the right to require Partner by written notice to immediately cease distribution of all materials on which ZNetLive's Marks were so used, and Partner shall not recommence distribution of such materials until ZNetLive confirms in writing that it may do so.

3.7.6 Obligation to Notify

Partner shall immediately notify ZNetLive in writing giving full particulars if any of the following matters come to its attention:

- any actual, suspected or threatened infringement of ZNetLive's Marks;
- any actual or threatened claim that ZNetLive's Marks are invalid;
- any claim made or threatened that use of any of ZNetLive's Marks infringes the rights of any third party; or
- any other form of attack, charge or claim to which ZNetLive's Marks may be subject.

3.7.7 Control of Proceedings

In respect of any of the matters listed, ZNetLive shall, in its absolute discretion, decide what action if any to take;

- ZNetLive shall have exclusive control over, and conduct of, all claims and proceedings;
- Partner shall not make any admissions other than to ZNetLive and shall provide ZNetLive with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
- ZNetLive shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

4 Confidentiality

Each Party (the "Receiving Party") commits to prevent any Confidential Information belonging to the other Party (the "Disclosing Party") from being revealed to third parties for a period of five (5) years from the date of disclosure. As used herein, the term "Confidential Information" shall mean any information of the Disclosing Party provided to the Receiving Party about and related to this Agreement, whether of a commercial, technical or financial kind, including but not limited to business plans, operations or systems, details of customers, suppliers, debtors or creditors, marketing information or information relating to the officers, directors or employees of the Disclosing Party.

This restriction does not apply to information which is:

- (1) generally available to the public or became available due to no fault of the Receiving Party;
- (2) released by the Disclosing Party without restriction;
- (3) independently developed or acquired by the Receiving Party;
- (4) known to the Receiving Party prior to receipt from the Disclosing Party; or
- (5) revealed pursuant to court order or process of law. Each Party will use reasonable efforts to give the Disclosing Party notice of such order prior to disclosure. For the purposes of this Section, the Parties' subsidiaries, related entities and subcontractors performing Services described in the applicable Statement of Work (SOW) shall not be deemed "third parties."

The Receiving Party shall exercise the same degree of care to guard against disclosure or use of such Confidential Information, as it employs with respect to its own Confidential Information, but in any event, not less than reasonable care. Each Party shall make the Confidential Information disclosed by the other Party available only to those of its officers, directors, agents, advisors or any persons employed by the Receiving Party and which are involved in the Services having a 'Need to know' to carry out the purposes of the Services ('Authorized Person(s)'). Further, the Receiving Party shall not make any use of the Confidential Information for its own benefit or that of any third party except for the purposes of the Services nor make unnecessary copies of the same without the prior written approval of the Disclosing Party.

The Receiving Party shall procure that each of its Authorized Person(s) to whom Confidential Information is disclosed strictly complies with the terms of this Agreement as if he/she was a party thereto, and take all steps available to it to enforce such

obligations of confidentiality. However, the aforementioned shall not be construed as to relieve the Receiving Party from its obligations and undertaking herein.

Where possible, both parties may embark on joint GTM PR/Communication activities which may include press release, Social media activities, joint events. This may be done with agreement with the sole objective of producing benefits for both parties.

5 Modifications and Amendments

This Agreement and its Exhibits are the parties' complete and exclusive statement relating to the subject matter hereof. Modifications must be in writing, signed by duly authorized representatives of both parties, and specifically referred to this Agreement and/or any Exhibit attached hereto. Additional or different terms on current or future Customer or third party purchasing documents are expressly objected to and rejected hereby.

6 Non-Solicitation and Improper benefit

The Partner will not, without the prior written consent of ZNetLive, solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf or on behalf of its affiliates, any of ZNetLive's Personnel or the Personnel of its affiliates during the performance of services under this Agreement or during the twelve (12) months after conclusion of such services. For purposes of this section, "Personnel" includes any individual that ZNetLive employs or has employed as a partner, employee or independent contractor and with which Partner comes into contact in performance of its obligations under this Agreement.

Improper Benefit. Partner, its directors, officers or employees shall not offer, promise, give, authorize, solicit or accept from or offer to ZNetLive and its directors, employees, or other third parties any undue pecuniary or other improper business or personal advantage of any kind (or imply that they will or might do any such thing at any time in the future), or directly or indirectly take any other illegal or unlawful action, in any way connected to this Agreement.

7 Governing Law

The Laws of India shall govern this Agreement. The parties agree to use their best efforts to mutually resolve any dispute arising under this Agreement. Failing those efforts, the parties agree to submit the exclusive jurisdiction of the courts of Jaipur, State of Rajasthan, India for resolution of any dispute under this Agreement.

8 Dispute Resolution

The Parties agree to use their best efforts to mutually resolve any dispute arising under this Agreement. Failing those efforts, the parties agree that the dispute shall be decided by binding arbitration under the Arbitration and Conciliation Act 1996. The decision of the arbitrator shall be final. Costs and fees (other than attorney's fees) associated with the mediation or arbitration shall be shared equally by the parties. Each party shall be responsible for its attorneys' fees associated with arbitration. The place of arbitration shall be at Jaipur and the arbitration proceedings shall be in English and in accordance with the provisions of the Arbitration & Conciliation Act 1996.

9 General

The parties agree that any failure by any party hereto to require compliance with a part of this Agreement is not a waiver of that part. If a court of competent jurisdiction finds any part unenforceable, that part is excluded, but the rest of the Agreement stays in full force and effect. Any attempt by any party to assign or otherwise transfer or assign this Agreement to a third party shall be void, unless the other party provides its written approval. Notwithstanding the aforementioned to the contrary, ZNetLive may transfer its rights and obligations under this Agreement in their totality to any member of the group with prior written notice. The persons who sign below represent they have authority to bind the named parties to this Agreement. The parties hereto confirm to have read this Agreement and its Exhibits carefully, understand their content and agree to be bound by their terms and conditions.

10 Miscellaneous

10.1 Schedules

The Schedules and Appendices to this Agreement may be amended by mutual consent of both Parties by way of supplemental agreement(s) or addendum(s).

10.2 Non-Assignment

Neither Party may novate, assign nor transfer its rights or obligations, in whole or in part, under this Agreement without the prior written consent of the other Party except that ZNetLive may novate, assign or transfer this Agreement and/or its rights or obligations, in whole or in part, under this Agreement to its Affiliates upon written notice to Partner. This Agreement will bind and inure to the benefits of the Parties' permitted successors and assigns.

10.3 No Authority

Partner has no authority to negotiate or enter into any agreement, or make any warranty or representations, in the name or on behalf of the other Party, or otherwise bind the other Party, except as otherwise agreed in this Agreement or where and to the extent specifically authorized to do so in writing.

10.4 Independent Partner Relationship

Partner's relationship with ZNetLive will be that of an independent contractor, and no employment, partnership or other type of relationship will exist, be implied or asserted as a result of the engagement in this Agreement or as a result of the performance of the Services according to this Agreement. No employee of Partner, as a result of providing or assisting in providing any Services hereunder, shall be considered an employee of ZNetLive for any purpose. In particular, nothing in this Agreement shall be construed (i) to constitute the Parties as principal and agent, partners, joint ventures, or otherwise as participants in a partnership or other joint undertaking; or (ii) to authorize either party to enter into any contract or other binding obligation on the part of the other Party, and neither Party shall represent to any other person, firm, corporation or other entity that it is authorized to enter into any such contract or other obligation on behalf of the other Party.

10.5 Waiver

A waiver of any right, power or remedy under this Agreement must be in writing signed by the Party granting it. No failure or delay on the part of any Party to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by a Party of any right, power or remedy preclude the enforcement of any other right, power or privilege. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies at law.

10.6 Force Majeure

Neither Party shall be liable for non-performance or delay in performance (other than of payment or confidentiality obligations) caused by any event reasonably beyond the control of such Party including, but not limited to wars, acts of terrorism, hostilities, revolutions, riots, civil commotion, national emergency, hacking, cyber-attacks, computer viruses, strikes, lockouts or other labor disputes or shortages or inability to obtain material or equipment, unavailability of supplies, compliance with laws or regulation, epidemics, fire, flood, earthquakes, force of nature, explosion, embargo, or any Act of God, or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

10.7 No Third-Party Rights

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement, except that the Parties agree that in the event of any enforcement of its rights under this Agreement by ZNetLive, such action may be instituted by ZNetLive and/or its affiliates on its behalf.

11 Invoicing, Collection of Fees, Settlement and Taxes

Partner will be responsible for issuing and distributing invoices and receipts for the payments of fees paid by customer in its own name and on its own behalf and handling enquiries from customers regarding invoices.

Partner shall reimburse ZNetLive (if contractually agreed) for reasonable travel and living expenses (if applicable under the Exhibit/Statement of Work) incurred by ZNetLive's employees and contractors for travel from ZNetLive's offices to Customer locations about the performance of Professional Services and any other expenses which are specifically set forth in the applicable Exhibit/Statement of Work. Unless otherwise specifically set forth in an Exhibit/Statement of Work, the payment schedule in the Master agreement shall apply.

Further, Partner understands and acknowledges that if any Services, for which ZNetLive is entitled to invoice Partner or for which ZNetLive has invoiced Partner in advance, remain unused by Partner or incomplete due to Partner's inability to respond for more than six (6) months after the date of the relevant invoice, such Services shall be deemed completed and ZNetLive shall have no further obligation to Partner for such Services.

11.1 Settlement

- (a) Partner's purchase of ZNetLive Products for resale under the terms of this Agreement shall be settled by both Parties on a pre-agreed pre-paid basis.
- (b) ZNetLive may suspend or terminate services to Partner if all amounts owed under any invoice are not paid.
- (c) Except otherwise expressly provided in this Agreement, no other fees or charges shall be payable by either Party to the other Party nor shall any costs or expenses be reimbursable by either Party to the other Party, for any services rendered or obligations otherwise fulfilled under this Agreement.

11.2 Tax

Unless otherwise agreed, all amounts required to be paid hereunder do not include any taxes, duties or other assessments levied or based upon such amounts. If Partner is or may be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any withholding tax from an amount due to ZNetLive pursuant to this Agreement, the amount payable to ZNetLive shall be increased to the extent necessary to ensure that after making such deduction or withholding, ZNetLive receives and retains a net sum equal to the sum it would have received but for such deduction or withholding being required. Partner shall promptly deliver to ZNetLive all receipts and/or certificates or other proof evidencing the amounts (if any) paid in respect of any such deduction or withholding. In determining whether and to what extent a deduction or withholding of tax is required by law, the Parties shall cooperate with each other and use their reasonable efforts to apply for any exemption and shall bear their respective cost and expenses in this regard.

Each Party shall be responsible for the direct tax liability imposed on its own net income. Partner shall be responsible for the collection, remittance and payment of all other taxes including the local levies imposed by any relevant government authority in connection with the sale, promotion and marketing of the ZNetLive Products or Product Bundles and provision of the Services under this Agreement.

11.3 Currency

All fees quoted by ZNetLive and all payments hereunder will be denominated and made in Indian Rupees.

12 Definitions

- 1.1. "Customization" means an individualization of software code to perform in accordance with Customer's system's requirements and in line with Customer's business demands.
- 1.2. "Error" means an unexpected and undesired result of RackNap software functionality as it applies specifically to the software suite.
- 1.3. "Fix" means an additional piece of software code, an amendment of existing software code, and or process correction which is deemed to rectify an error or malfunction reported by customer.
- 1.4. "Issue" means a general situation of dissatisfaction with a non-working or not properly working RackNap functionality, which may be based on an Error.
- 1.5. "Improvement" means any update, upgrade, modification, correction or fix of any Version of the Software outside of the typical software release cadence of RackNap.
- 1.6. "New Module" means an additional piece of software code, which adds a new functionality and or behavior to RackNap.
- 1.7. "Response Time" means the time from when Customer submits an issue, until RackNap contacts customer back.
- 1.8. "Target Temporary Resolution or Workaround" means the time from when Customer reports the issue until RackNap diagnoses the problem and provides a workaround.
- 1.9. "Effective Date" – Date on which this contract/agreement becomes effective

13 Schedule 1– Deliverables

Deliverable	Detailed Description
Subscription and billing tool	<ul style="list-style-type: none"> White labelled Partner Marketplace Sales Customer Relationship Management Billing and Pricing Management Support Ticketing tool End Customer Panel <p>1 hour of Online training on Automation platform usage</p>

Contract Term is 1 year from Date of Signature