

**MASTER SERVICE AGREEMENT**  
**Version MSA/CL/G1\_2017**  
**Part I**

This MASTER SERVICE AGREEMENT ("Master Service Agreement" or "MSA") is made on this 10<sup>th</sup> June 2022 ("Execution Date") by and between the following parties (each a "Party" and jointly, the "Parties").

Customer Name: <b>Novi Digital Entertainment Private Limited</b> Customer Address: Star House, Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai Customer Pan No: AAACI6386A Customer GST No. 27AAACI6386A1ZP (Hereinafter called the "Customer")	Vendor Name: <b>CONNECTIVITY IT SOLUTIONS PVT LTD</b> Vendor Address: No. 1877, 31 <sup>st</sup> cross, 10 <sup>th</sup> main, 1 <sup>st</sup> floor, Banashankari 2 <sup>nd</sup> stage, Bangalore 560070 Vendor Pan No: AAGCC1283L Vendor GST No: 29AAGCC1283L1ZC (Hereinafter called the "Service Provider")
Effective Date: End Date:	

In consideration of the mutual promises and commitment made herein, the Customer and the Service Provider hereby agree as follows:

1. Incorporation of other documents: The following documents are hereby incorporated into this MSA:
  - (i) the attached standard terms ("Standard Terms") and
  - (ii) the attached Work Order.
2. Definitions: Capitalized terms used herein but not otherwise defined shall have the same meaning ascribed to them in the Standard Terms.
3. Service and Fees: Subject to the terms and conditions set forth in this MSA and Standard Terms, the Service Provider agrees to provide the Service and the Customer agrees to make payment for such Service as set out in Schedule 1 attached hereunder.
4. Entire Agreement: The MSA, together with the Standard Terms and Work Order, constitutes the entire agreement between the Customer and the Service Provider in so far as they relate to Service and all matters covered herein, and supersede all other agreements or understandings, expressed or implied, between the Parties related thereto.
5. Amendment: No change, modification, or waiver of any of the terms of the MSA will be binding unless included in a written agreement and signed by the Parties.
6. Conflict: In the event of any inconsistencies between MSA and Standard Terms, the MSA shall take precedence.
7. Term: Unless terminated earlier, the MSA shall be effective from the Effective Date, and continue to be in force till the End Date ("Term"). This MSA may be renewed for such further period on such terms and conditions, as may be mutually agreed upon.
8. Non-Exclusivity: Nothing in the Agreement shall be construed as prohibiting the Customer from obtaining the same or similar supplies as the Service from another source. However, the Customer may ask the Service Provider not provide any supplies, which are reasonably similar to the Service provided to the Customer, to any of the Customer's Competitors if it is mutually agreed between the Parties in Work Order.

IN WITNESS WHEREOF, the Parties have executed this MSA as of the Execution Date referenced above.

<p>For Customer</p>   <p>Authorized Signature  Name:  Title:</p> <p><u>Witness:</u></p>	<p>For Service Provider- CONNECTIVITY IT SOLUTIONS PVT LTD</p>  <p style="text-align: center; color: blue;">For Connectivity IT Solutions Pvt. Ltd.</p> <p style="text-align: center; color: blue;">   Authorized Signatory </p> <p>Authorized Signature  Name: VENKAT RAJAN  Title: DIRECTOR</p> <p><u>Witness: Kumari</u></p>
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**Standard Terms (General Services)**  
**Version- ST/CL/G1\_2017**

This standard terms (general services) ("**Standard Terms**") shall become an integral part of either (i) MSA along with any Work Order executed thereunder, (ii) Purchase Order, or (iii) Service Agreement, as the case may be, entered into between the Customer and the Service Provider (each a "Party" and jointly, the "Parties").

**1. DEFINITIONS**

- 1.1 "**Affiliate**" means with respect to a Party, an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with such Party. "Control" or "controlled" means the power to direct the management or policies of the said entity, whether through the ownership of 50% or more of the voting power of the said entity, through the power to appoint a majority of the members of the board of directors or similar governing body of said entity, through contractual arrangements, or otherwise.
- 1.2 "**Agreement**" shall mean (i) a MSA along with any WO executed thereunder, (ii) PO, or (iii) SA, as the case may be, executed between the Parties along with these Standard Terms and includes any schedules, annexures, exhibits attached thereto.
- 1.3 "**Customer**" means the entity so named on the MSA, PO or SA, as the case may be.
- 1.4 "**Customer Material**" shall mean any material, data, or information provided by the Customer to the Service Provider in relation to Service including but not limited to any other Intellectual Property.
- 1.5 "**Customer's Competitors**" shall mean any person who, both directly or through its Affiliates, offers media products and services and derives substantial revenue from rendering media services.
- 1.6 "**Deliverables**" means any and all services and other related deliverables or tangible results of the Service provided by the Service Provider under the Agreement.
- 1.7 "**Fees**" means charges for Service as identified in a WO, PO or SA, as the case may be.
- 1.8 "**Intellectual Property/IP**" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: (a) copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, moral rights, mask works, publicity rights and privacy rights; and (b) any application or right to apply for any of the rights referred to in the foregoing sub-clause (a), and all renewals, extensions, and restorations.
- 1.9 "**Master Service Agreement**" or "**MSA**" means an agreement signed by the Parties to govern the future engagement for multiple Service to which these Standard Terms are attached or by reference made a part of it.
- 1.10 "**Purchase Order**" or "**PO**" means a written or electronic order issued by the Customer for the procurement of Service to which these Standard Terms are attached or by reference made a part of it.

1.11 "**Personal Information**" means any information that may identify an individual and also includes sensitive personal data or information, as defined under the applicable laws.

1.12 "**Personnel**" shall mean and include any employees of the Service Provider and any other individual engaged by the Service Provider in respect of the Service to be rendered under the Agreement.

1.13 "**Service Agreement**" or "**SA**" means an agreement signed by the Parties for one or more specific Service to which these Standard Terms are attached or by reference made a part of it.

1.14 "**Service Provider**" means the entity so named on the MSA, PO or SA, as the case may be.

1.15 "**Service**" means the services set out in a WO, PO or SA, as the case may be, to be provided by the Service Provider to the Customer as per these Standard Terms.

1.16 "**Work Order**" or "**WO**" means the order document signed by the Parties setting out matters relating to the Service Provider's scope and delivery of Service to the Customer and governed by these Standard Terms and the MSA.

**2. SERVICE PROVIDER SCOPE**

The Service Provider agrees to provide the Service to the Customer as set out in each WO, PO or SA, as the case may be. Acceptance of the MSA, WO, PO, or SA, as the case may be, by the Service Provider constitutes acceptance of these Standard Terms.

**3. SERVICE PROVIDER PAYMENT**

**3.1 Fees:** Subject to the Service Provider's timely and satisfactory delivery of the Service, the Customer will pay the Fees for the Service stated in each WO, PO, or SA, in accordance with Clause 3 of these Standard Terms and the payment terms set out in such WO, PO or SA.

**3.2 Taxes, GST and its Compliances:** (i) All Fees or charges payable by the Customer under WO, PO, or SA shall be exclusive of GST (unless the Service Provider has opted for the composition scheme in which case the Fees or charges will be inclusive of GST). For the purposes of the Agreement, GST shall include the Central Goods and Services Tax ("CGST"), the State Goods and Services Tax ("SGST") / Union Territories Goods and Service Tax ("UTGST") and/or the Integrated Goods and Services Tax ("IGST") as may be applicable, (ii) In due compliance of its obligations, the Service Provider shall remit the GST so charged (if any) from the Customer subject to a valid invoice / debit note (compliant with e-invoicing provisions, if applicable to the Service Provider), to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate

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Customer Initials

Service Provider Initials

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For Confidentiality of Customer and Provider

*[Handwritten Signature]*  
Authorized Signatory



and relevant information on the GSTN platform, which enables the Customer to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on the Customer) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to the Customer under its appropriate GST registration under applicable laws due to any reason, including but not limited to non-payment of taxes charged to the Customer or on account of any non-compliance (including but not limited to non-filing of information, failing to issue/ report an e-invoice as required by law, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect/non-submission of information on the GSTN platform), then the Service Provider shall rectify the said non-compliances/errors to ensure that the Customer gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Service Provider as above, then the Customer shall have the right to set off such shortfall against the subsequent payments of the Fees or charges to the Service Provider or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the Service Provider. Any compliance by the Service Provider after the above-mentioned dates which may make GST credit available on the portal for customer will neither bind the customer nor absolve the Service Provider from recovery of GST. If the Service Provider is blacklisted or its compliance rating falls below the prescribed limit, tax charged by the Service Provider in the invoice would be paid by the Customer only after the credit is reflected on GSTN platform. This sub-clause will be subject to the payment terms mentioned under the WO, PO, or SA, (iii) Any Fees or charge to be paid by the Customer shall be subject to deductions as prescribed under applicable laws in relation to GST, (iv) If at any time during the course of the Agreement, the Service Provider registers itself as a "Casual Taxable Person" for the purpose of GST pursuant to its performance under the Agreement, then all invoices will be raised by the Service Provider while it is validly registered as a "Casual Taxable Person", (v) If any advance payment are to be made by the Customer, such advance payment will be made on the condition that the Service Provider issues an advance receipt voucher quoting the GSTIN of the Customer and any other details as required by applicable laws within 3 (three) days of receipt of such advance payment. The Customer shall communicate and intimate to the Service Provider, the details of invoices against which adjustment of advances paid by Customer should be made, (vi) If the Customer has already paid the Fee or charges and there is a decrease in such fee or charges, then Service Provider will issue to the Customer a credit note for the differential amount. The credit note should be issued in accordance with applicable laws, (vii) If there is an increase in Fees or charges due to provision of additional Service, then the Service Provider will issue to the Customer a debit note for the differential amount. The debit note should be issued in accordance with applicable laws, (viii) All invoices,

credit notes and debit notes issued by the Service Provider must set out the various taxes that are charged including but not limited to the GST. All invoices, debit notes and credit notes must be issued in accordance with the applicable laws and should be sent to the Customer within 7(seven) days of its issue. If any invoice or debit note does not set out the taxes that are payable with respect to such invoice or debit note, then the Customer will not be required to pay any such taxes and such taxes will be borne by the Service Provider, (ix) the Service Provider shall nominate a person who will be single point of contact for the Customer for all communication regarding any discrepancy on GSTN reporting by the Service Provider, (x) If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under the Agreement, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense, and (xi) As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing the Agreement), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance.

**3.3 Invoice:** the Service Provider shall submit original valid tax invoices to the Customer as and when payment becomes due under each WO, PO, or SA. All duly prepared invoices prepared will be payable within such days as specified in the relevant WO, PO or SA.

**3.4 Disputed Invoice:** If any invoice or part thereof is disputed by the Customer, the Customer shall only pay the undisputed part of the invoices, if such bifurcation is practicable and allowed under applicable laws, till such time the dispute is resolved. Any invoice prepared contrary to the Agreement shall not be processed by the Customer until rectified by the Service Provider and re-submitted to the Customer. The timelines for payment of the valid tax invoice will be considered only after the receipt of the updated original valid tax invoice by the Customer.

**3.5 Payment Delay Remedy:** Subject to the provisions of the Agreement, in the event of a delay in making any payment for any undisputed invoices, the Service Provider shall intimate such delay to the Customer. Further, if the Customer defaults to make payment of undisputed invoice within sixty (60) days from such intimation by the Service Provider then the Service Provider will be entitled to suspend the Service. In no event, an overdue interest be chargeable for any late payment to the Customer even if such interest is specified in any invoice or document issued by the Service Provider.

**3.6 Adjustment and Reduction:** The Customer shall be entitled to retain or withhold any part or the whole of the consideration in the event the Service Provider breaches any of the covenants under the Agreement and failed to cure such breaches or fail to rectify the Service. Such retention or withholding by the Customer shall not be deemed to



constitute a breach of the Customer's obligations under the Agreement

**3.7 Reimbursement:** Each invoice shall separately set forth travel, lodging and boarding expenses, if any, authorized by the Customer prior to incurring such expenses for reimbursement. Supporting documentation (e.g., receipts for air travel, hotels, and rental cars) as per the Customer's requirement shall accompany any such invoice.

**3.8 Total Consideration:** Fees, unless stated otherwise, includes all expenses and third party payments necessary for the delivery of the Service and Works and the Service Provider shall not receive any other payment for providing the Service.

#### **4. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS**

**4.1 Parties' Representations and Warranties:** Each Party represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during the term of the Agreement to perform the obligations under the Agreement and in so doing, is not in breach of any obligations or duties owed to any third party; (ii) it is not aware, of anything that may, or will adversely affect its ability to fulfill its obligations under the Agreement; or (iv) it is authorized and has completed all required corporate actions necessary to execute the Agreement.

**4.2 Service Provider Representations & Warranties:** Service Provider further represents and warrants that: (i) it possesses the requisite skill and ability to provide the Service in a timely and efficient manner under the Agreement; (ii) it owns all rights, title and interest in Service Provider's IP and is fully authorized to utilize and deploy the same for the purposes of providing the Service; (iii) the Deliverables provided by the Service Provider pursuant to the Agreement shall be original and does not infringe the rights of any third party including rights in any form of Intellectual Property or right to privacy; and (iv) it does not have any conflict of interest in terms of the BCCI Conflict of Interest Rules. For the purpose of the above, the term "BCCI Conflict of Interest Rules" means the BCCI Rules on Conflict of Interest as may be amended/revised/updated/ substituted by BCCI from time to time and the term "BCCI" means the Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India.

**4.3 Service Provider Responsibilities:** The Service Provider shall (i) ensure that the Service comply with term of the Agreement and the instructions of the Customer; (ii) provide the Service in a good and workmanlike manner in accordance with best industry practices; (iii) not, nor any Personnel, shall infringes the rights of any third parties including rights in any form of Intellectual Property, or which exposes the Customer to any civil or criminal proceedings; and (iv) co-operate with any other contractor

or Service Provider of the Customer for any purposes connected with the Service.

**4.4 Applicable Laws:** Both the Parties and its employees, directors, subcontractors, representatives and agents shall always comply and do not violate applicable laws, rules or regulations while performing its obligations under the Agreement.

**4.5 Permissions:** Unless expressly stated otherwise, the Service Provider shall be solely responsible for procuring necessary authorizations, permissions, consents, no objections, from all third parties including without limitation appropriate statutory bodies, authorities, tribunals, or governing bodies in respect of the Service.

**4.6 Safety:** The Service Provider shall comply with all applicable safety regulations and implement reasonable precautions for the prevention of accidents during the execution of the Service and cooperate with the Customer in addressing any safety concerns.

**4.7 Personnel Deployment:** In case the Service Provider deploys Personnel at the Customer's premises, location or any other place specified by the Customer, the Service Provider undertakes that in respect of the Service, (i) it will provide the Personnel as set out in the Agreement; (ii) all Personnel will have appropriate qualifications, skill and experience to provide the Service; (iii) it will exercise full control and supervision over its Personnel in the course of rendering the Service; (iv) if any Personnel is, either (a) unable to provide satisfactory Service; or (b) not acceptable to the Customer by reason of any misconduct or non-performance on the part of such Personnel, the Service Provider shall replace such individual promptly; (v) any replacement of Personnel shall not affect the Service; (vi) it shall comply with the provisions of applicable labour laws in respect of its Personnel including without limitation, provident fund, worker's compensation, disability benefits and employment insurance of its employees; (vii) the Customer shall have no liability whatsoever for any injury, sickness, accident, death mishap sustained, caused or suffered by any Personnel, or to any third party during the course of providing the Service including without limitation, for any damages suffered due to malfunctioning of any equipment (except if such incident occurs due to the Customer's gross negligence or willful misconduct); and (viii) the Personnel shall remain employees of the Service Provider and the Customer shall have no responsibility for any salary, remuneration or any other payments or compensation payable to them.

**4.8 Insurance:** Unless expressly stated otherwise, the Service Provider shall maintain appropriate comprehensive insurance during the term of the Agreement including but not limited to insurance for public liability, accident, medical insurance workmen compensation, and third party property damage, for damage arising in relation to the Service at its own cost.

**4.9 Subcontractor:** The Service Provider may at its own cost subcontract or permit anyone other than Personnel to provide the Service or any part thereof under



the Agreement, subject to the prior consent from Customer, provided however that the Service Provider shall remain responsible for the performance of the Agreement and also be liable for all acts of the sub-contractors so appointed and its compliance with all provisions of the Agreement.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 **Obligation to Disclose:** Service Provider agrees and undertakes to disclose to the Customer, all materials, creative ideas, source and binary codes, algorithms, concepts, research designs, marketing and/or product developments, trade secrets, inventions, discoveries, writing, flowcharts, artistic works, literary works and everything created and/or conceived for and on behalf of the Customer and/or in the course of Service Provider's engagement with the Customer; (1) Which relates to the present or reasonably anticipates business of the Customer; or (2) were made or created with the use of information, equipment, supplies, or facilities of the Customer; and/or (3) resulting from the various tasks which the Service Provider may undertake on the Customer's behalf ("**Research Material**"). You further agree and acknowledge that all such Research Material shall form a part of the Customer's proprietary information and Customer Material and shall, at all times, remain the sole and exclusive property of the Customer and all rights, title and interest thereto, including all worldwide intellectual property rights, in such Research Material shall, at all times, vest with the Customer.

5.2 **Ownership:** Each Party and its licensor retains all rights, title and interests they possess in their respective Intellectual Property that may be used in connection with the Agreement. All the Deliverables created by the Supplier for or at the instance of the Customer under or pursuant to the Agreement, if any, will be considered to have been specially ordered or commissioned by the Customer, and shall be owned by the Customer for the territory of the whole world, in perpetuity, from the moment of their creation. In the event that the Customer is not deemed to be the owner of any Deliverables in any territory of the world, the Supplier in consideration of the Fees, hereby assigns all rights, title and interest of any nature including the rights in any form of exploitation of such Deliverable, for the entire world and in perpetuity to the Customer. It is further agreed and acknowledged by the Parties that the Customer shall have the exclusive right to exploit the Deliverables in any manner it may deem fit, at its discretion.

5.3 To the extent that the assignment of the Deliverables in relation to the future medium or mode of exploitation of the said Deliverables is not held valid by operation of law in any territory of the world, notwithstanding the assignment of such rights in favour of the Customer, the Supplier hereby grants an irrevocable, exclusive, sub licensable, perpetual license for the entire world and in perpetuity to the Customer, for such future medium or mode of exploitation of the Deliverables, in consideration of the Fee, the sufficiency of which is hereby acknowledged by the Supplier. Notwithstanding the above,

the Supplier hereby agrees that the Supplier shall not assign or in any other manner transfer any rights in the Deliverables, commissioned under this Agreement for such medium or mode of exploitation of the Deliverables, which are not mentioned herein and are not presently known or in commercial use and therefore by operation of law are not deemed to have been assigned to the Customer without offering for assignment of such medium or modes of exploitation of the Deliverables for the entire world and perpetuity to the Customer ('Offer'). The Supplier agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any medium or mode of exploitation of the Deliverables commissioned under this Agreement, to any third party in breach of Suppliers' obligations herein, shall be null and void. The Supplier agrees and undertakes to execute such agreement and/or cause any of its employees, representatives, artists, and/or authors of any work of authorship, to execute such agreement and documents, at cost to the Customer, as may be deemed necessary by the Customer to give effect to the provisions of this Agreement. Parties agree that the provisions of section 19(4) of the Indian Copyright Act, 1957, shall not apply to this Agreement. For the sake of clarity, Customer Material and Supplier IP shall not be deemed part of the Deliverables.

5.4 **Service Provider's IP License:** To the extent Service Provider's IP incorporate into, required for use, or provided with any Deliverables, the Service Provider grants to the Customer and its Affiliates, on behalf of the Service Provider and its licensors, a worldwide, perpetual, irrevocable, royalty-free, fully paid up right and license under all Intellectual Property Rights to use Service Provider's IP solely in conjunction with the utilization of the Deliverables by the Customer and its Affiliates.

5.5 **Customer Material License:** To the extent Customer Material required for the purpose of delivering the Service, the Customer grants to the Service Provider a limited, revocable, non-exclusive, non-transferable, non-sub licensable right to use Customer Materials solely for the purposes of providing the Service during the term of the Agreement, in the territory of India. All goodwill arising from the use of any trademarks, logos, brand names of the Customer and its licensors forming part of Customer Materials shall inure to the benefit of the Customer or its licensors. The Service Provider will not make any changes to the Customer Material and shall use them as is.

## 6. CONFIDENTIALITY

6.1 **Publicity:** Unless expressly agreed otherwise, the Service Provider shall not use the Customer's or its Affiliates' trademarks, service marks or trade names or otherwise refer to the Customer or its Affiliates in any manner whatsoever including marketing, promotional or advertising materials or activities of the Service Provider. The Service Provider shall not issue any publication or any press release relating to any contractual relationship between the Service Provider and the Customer without prior written consent of the Customer.



**6.2 Confidentiality:** EACH PARTY SHALL BE RESPONSIBLE AND LIABLE FOR THEIR RESPECTIVE OBLIGATIONS UNDER THE AGREEMENT AS PER THE PROVISIONS OF THE CONFIDENTIALITY AND DATA SECURITY ATTACHED IN EXHIBIT I "CONFIDENTIALITY & DATA SECURITY PROVISIONS".

**6.3 Personal Information:** Where the Customer receives any Personal Information from the Service Provider, the Service Provider shall ensure that it fully complies with the applicable laws and personal data privacy policy of the Customer posted at the Customer's corporate website.

## **7. INDEMNITY & LIABILITY**

**7.1 Indemnification:** Either Party shall indemnify, defend and hold harmless the other Party and its employees, directors, officers, and agents from and against any claim, loss, actions, damages, penalties, liability, expenses, cost (including reasonable attorneys' fees and court fees) (collectively "Losses") arising out of (i) any breach of warranty, representation, obligations, or undertaking made by the indemnifying Party in the Agreement; (ii) misconduct or negligent acts or omissions of indemnifying Party or any of its' employees, contractors, agents with respect to the Agreement or otherwise; or (iii) any personal injury, illness or death of any person or damage to any property; except to the extent such Losses arose out of from the gross negligence or willful misconduct of any indemnified Party.

**7.2 Indemnification Procedure:** In the event an indemnified Party seeks indemnification under this Clause 7, it shall inform the indemnifying Party of a claim as soon as reasonably practicable after it receives notice of the claim, shall permit the indemnifying Party to assume direction and control of the defense of the claim (including the right to settle the claim solely for monetary consideration), and shall cooperate as requested (at the expense of the indemnifying Party) in the defense of the claim.

**7.3 Limitation of Liability:** To the extent permitted by applicable law, the total aggregate liability of each Party for any and all claims made by the other Party under or in connection with the Agreement shall not exceed the amount of fees payable by the Customer under the Agreement with respect to that particular Service in connection with which the claim arises. Notwithstanding the foregoing sentence, the limitations on liability shall not apply with respect to any claims arising out of infringement of any third party rights, confidentiality breach, negligence or misconduct of the defaulting Party. Neither Party will be liable to the other for loss of profits, revenue, business, goodwill arising out or in connection with the Agreement.

## **8. TERMINATION**

**8.1 Termination without cause:** Unless expressly agreed otherwise, the Customer shall be entitled to terminate the Agreement without any cause at any time by

giving the Service Provider a written notice of at least thirty (30) days.

**8.2 Termination with cause:** Without prejudice to Clause 8.1, either Party (the "Non-Defaulting Party") may terminate the Agreement upon written notice of termination to the other Party ("Defaulting Party") if (i) the Defaulting Party breaches a material provision of the Agreement and, the Defaulting Party fails to cure such breach within fifteen (15) days after receipt of written notice of breach from the Non-Defaulting Party; (ii) in case any bankruptcy, insolvency, administration, liquidation, receivership or proceeding is commenced in respect of the other Party; (iii) the Service Provider or its Personnel commits any act or omission which might prejudice the goodwill or image of the Customer.

**8.3 Consequences of Termination and Expiration:** In the case of termination or expiration of the Agreement: (i) the Service Provider shall immediately return (or destroy, at the request of the Customer, and certify in writing such destruction), at its own cost, all the Customer's confidential information, Customer Materials, all completed and partially completed Deliverables and all copies (including electronic copies) thereof, which are in the possession of the Service Provider as per the instruction of the Customer; (ii) the Service Provider shall transition the Service to a third party as directed by the Customer; (iii) the Customer will pay the Service Provider all the Fees due to the Service Provider up to the effective date of termination or expiration and the Service Provider will refund pro rata Fees paid in advance for the unutilized Service; (iv) the Customer shall not be under any obligation to pay any Fees for the defective or unacceptable Service and in such cases the Service Provider shall refund any sum paid in advance towards Fees for such Service. Termination or expiration of the Agreement shall not prejudice the rights of the Parties, which may have arisen on or before the date of termination or expiration.

**9. MISCELLANEOUS PROVISIONS:** (i) **Force Majeure:** Neither Party will be liable for delay or failure to perform its obligations under the Agreement caused by an event of natural disaster, acts of God, riots, terrorism, or such other event that is beyond the reasonable control of the Party ("Force Majeure Event") provided: (a) such occurrence could not have been avoided by commercially reasonable precautions and cannot be circumvented through the use of commercially reasonable alternative sources; and (b) such Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible. If a Force Majeure Event has continued for more than seven (7) days, then the non-affected Party shall be entitled to terminate the Agreement, and the Customer has no liability for any costs, losses, expenses, damages or the payment of any part of the Fees during Force Majeure Event. (ii) **Governing Law & Jurisdiction:** The Agreement shall be governed by the laws of India. If any dispute arises out of or relating to the Agreement, the Parties irrevocably submit to the exclusive



jurisdiction of the courts of Mumbai. **(iii) Severability; Waiver:** If any provision of the Agreement is unenforceable or invalid, the said provision shall be modified to the extent necessary, and in any event, the remaining provisions will continue to be valid and enforceable. Neither Party's failure nor neglect to enforce any of rights under the Agreement will be deemed to be a waiver of that Party's rights. **(iv) Notices:** Any notice to be issued by a Party shall be in writing and shall be served by reputed courier, speed post or confirmed facsimile. **(v) Assignment:** Neither Party may assign its rights and obligations under the Agreement without first obtaining the other Party's written consent. Provided however, either may assign its rights and obligations the Agreement to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets with a prior written intimation. The Agreement will bind and inure to the benefit of each Party and each Party's successors and permitted assigns. **(vi) Survival:** Those provisions that by their nature are intended to survive termination or expiration of the Agreement shall so survive. **(vii) Amendment:** No amendment or modification to any provision of this Agreement shall be effective unless it is made in writing and duly executed by the Parties. **(viii) Relationship:** None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. **(ix) Compliance with Anti-Bribery Laws:** : Service Provider agrees to comply with the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto and any local or foreign equivalent, including the laws of India, and the UK Bribery Act 2010, under the Agreement. Service Provider also agrees to comply fully with all applicable sanctions and export control laws, including those of the United States, and those of the jurisdiction(s) where the Agreement will be performed (if different). **(x) Entirety:** The Agreement and all its schedules, is the entire agreement of the Parties with respect to the subject matter thereof and replaces and supersedes (a) all prior agreements whether written or oral between the Parties and (b) any alternative terms in any other documents connected with the Service unless otherwise agreed by the Parties in writing.

## Exhibit I

### Confidentiality & Data Security Provisions

#### 1. Definition:

**"Confidential Information"** shall mean any information relating to, disclosed, accessed, received or collected (in each case, by or on behalf, of a Party) in

the performance of the Agreement that is or should be reasonably understood to be confidential to a Party, including, without limitation, the terms of the Agreement, financial, business and technical plans and strategies, pricing information, customer lists, Personal Information, materials, work product, Deliverables, creative content, inventions and new products, Services and technologies. Each Party hereto acknowledges that (a) in the performance of its obligations hereunder, such Party shall receive Confidential Information concerning the other Party, and (b) unauthorized disclosure of any Confidential Information would irreparably damage the other Party. For the avoidance of doubt, Confidential Information also includes, without limitation, (i) any and all information accessed through or provided by any file computing system, database, server, website, application or networked environment or domain, including, without limitation, all development, quality assurance, staging and production environments; (ii) any password issued to a Party for access to any System of the other party; and (iii) any information disclosed, accessed, received or collected through a third party acting on behalf of Party(s), for example, if a Party receives other Party's information directly from another party or other mechanism that provides (or provides access to) Confidential Information, including, without limitation, through the provision of software as a service, platform as a service or an application programming interface.

**"Applicable Law"** means all federal, central, state and local laws, statutes, ordinances, rules and regulations of any applicable jurisdiction and any applicable court order or settlement agreement including, without limitation, privacy and data security statutes and regulations promulgated and in effect under such statutes and all applicable privacy and data security standards and generally accepted industry standards including, without limitation International Standard ISO/IEC ISO 27001 and 27002.

**"Personal Information"** shall mean any information (including all financial account information): (a) that identifies or can be used to identify, contact or precisely locate the person to whom such information pertains; (b) from which identification or contact information of an individual person can be derived; or (c) as otherwise may be defined by Applicable Law.

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Customer Initials

Service Provider Initials

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For Connectivity IT Solutions Pvt. Ltd.

  
Authorized Signatory

2. **Obligation; Non-Disclosure:** Each Party agrees that, except as expressly permitted in the Agreement, such Party will not at any time during or after the Term of the Agreement disclose any of the other Party's Confidential Information to any person. The non-disclosure obligations of each Party specified in the Agreement shall not apply, and such Party shall have no further obligations, with respect to any Confidential Information to the extent that such Confidential Information: (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the relevant Party; (b) is in such Party's possession at the time of disclosure otherwise than as a result of that Party's breach of any legal obligation; (c) becomes known to such Party through disclosure by sources other than the other Party having the legal right to disclose such Confidential Information; or (d) is required to be disclosed by such Party to comply with Applicable Law, provided that (i) such Party provides prior written notice of such disclosure to the other Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and (ii) such disclosure shall not include any information that could identify a particular person or device. Additionally, each Party hereto shall have the right to disclose any and all Confidential Information to its respective business, legal, and financial advisors in the normal course of such Party's business, provided that (i) such advisors are subject to written non-disclosure requirements at least as restrictive as those that apply to the Parties pursuant hereto and (ii) such disclosure shall not include any information that could identify a particular person or device.
3. **Limited Collection, Use and Access:** In addition to the representations and warranties under the Agreement, both Parties further represents and warrants that, unless expressly permitted under the Agreement, it will not collect (including, without limitation, caching or storing), access, use, disclose, process or retain the Confidential Information for any purpose other than that necessary for performance under the Agreement and will cache or store such Confidential Information only so long as such Confidential Information is necessary to perform the Agreement. Parties shall not violate or attempt to violate the security of other party's systems, or any third party network, system, server, website, application or

account using Confidential Information or systems, including, without limitation, engaging in any of the following activities: (i) accessing servers, accounts, databases, etc. which a party is not authorized to access, (ii) impersonating the other party's personnel, (iii) attempting to probe, scan or test the vulnerability of any or all of the systems or to breach security or authentication measures without proper authorization.

4. **Data Security:**

- a. Both Party agree that collection, use, storage and disposal of Confidential Information shall at all times comply with (i) Applicable Law and (ii) any representations made by Service Provider to any person from whom such Confidential Information was collected.
- b. Service Provider shall, and shall contractually require and cause any Agents (as defined below), to implement and maintain security procedures and practices for Confidential Information that comply with Applicable Law and high industry standards that will ensure its security and confidentiality, protect against any anticipated or actual threats or hazards to its security or integrity, and prevent unauthorized access, acquisition, destruction, use, modification and/or disclosure, including without limitation, establishing, implementing and maintaining an Information Security Program as further set forth below.
- c. Service Provider and its Agents shall each ensure that its security infrastructures are consistent with high industry standards for virus protection, firewalls and intrusion prevention technologies to help prevent Service Provider's network, systems, servers and applications from unauthorized access. Service Provider will restrict and track access to Confidential Information and Customer's systems at all times to only those Personnel and Agents whose access is essential to performing the Services and such Personnel and Agents will be required (including during the term of their employment or retention and thereafter) to protect Confidential Information in accordance with the requirements of this Agreement.
- d. Service Provider shall segregate Confidential Information from all other Service Provider and third party data. Service Provider must ensure proper user authentication for all Personnel and Agents with access to Confidential Information, including, without limitation, by assigning each Personnel or Agent unique



- access credentials for access to any system on which Confidential Information can be accessed and prohibiting Personnel and Agents from sharing such access credentials.
- e. Service Provider shall ensure that upon termination of any Personnel or Agent, the terminated person's access to Confidential Information and Customer's systems must be immediately revoked.
- f. Service Provider shall securely store and agrees to strongly authenticate and secure in transmission all of Confidential Information and shall encrypt Information while at rest or in motion, including on portable devices or on portable media, consistent with industry standards and at a minimum of 128-bit encryption. In addition, Service Provider (through its system architecture) shall physically segregate name and/or username from any other user data concerning the person or entity associated with such name or username in any data base or other storage of information.
5. Information Security Program: Service Provider's Information Security Program shall at a minimum, require Service Provider to maintain and implement: (i) an organizational structure and appropriate security controls to identify and protect Confidential Information in accordance with this Agreement; (ii) Personnel and Agents controls, such as communication of all applicable security policies, background checks (as permitted by Applicable Law), security awareness training, disciplinary processes; (iii) controls to ensure the physical safety and security of Service Provider's facilities, including, without limitation, records of such access, available for review by Customer; (iv) controls to ensure Service Provider's security posture is maintained over time, such as patch management, backups, and incident management; (v) controls to protect access to Service Provider's systems, the Customer's systems and Confidential Information, and ensure appropriate levels of access are restricted to authorized Personnel and Agents, and that authentication mechanisms are appropriately protected, such as key management and access rights auditing; and (vi) controls to ensure the Development and Development/Services/Project are securely developed in accordance with this Agreement, such as design reviews, secure separation of development and production environments, code reviews, and quality assurance testing.
6. Equipment: In the event that Service Provider or an Agent is granted access to Customer's systems, Service Provider, Personnel and applicable Agent shall not use any computers, laptops, PDAs, portable media storage devices and/or other electronic equipment that Customer has not pre-approved in writing.
7. Disposal: As soon as possible after any of Confidential Information (or a portion thereof) is no longer needed by Service Provider to fulfill its obligations under this Agreement, and in any event upon termination or expiration of this Agreement for any reason, Service Provider shall, and shall cause its Personnel and Agents, to immediately securely destroy and certify such secure destruction (and produce a written certification upon request by Customer) of any or all of Confidential Information and all records of Confidential Information, (including, without limitation, all electronic copies such as on hard drives, backup tapes, portable devices, optical, magnetic, or other storage media, as well as all hard copies) or, if requested by Customer, return Confidential Information to Customer through a secure method designated by Customer. Service Provider shall ensure that Customer Confidential Information is destroyed in accordance with the Applicable Law. Provided however that the termination of this Agreement shall not relieve any Party of its obligations with respect to Confidential Information disclosed under this Agreement for a period of two (2) years after the expiry/ termination of this Agreement.
8. Security Audit Rights: At the request of Customer and at Customer's cost, Service Provider, Personnel and its Agent shall provide Customer, or an independent third-party auditor selected by Customer, access to, and the right to conduct a security audit of, all records, security policies and procedures, and other practices relating to the use, processing, storage and disclosure of Confidential Information. The audit results and Service Provider's plan for addressing or resolving issues identified by the audit shall be shared with Customer within ten (10) days of Service Provider's receipt of the audit results. In addition, subject to Service Provider's advance approval as to scope and timing, Customer also reserves the right to conduct, at its own cost, technical security integrity reviews, and penetration tests and monthly internet security scans to ensure



Service Provider remains compliant with this Agreement (collectively, "Security Assessments"). Customer will provide prior notice to penetration testing or the commencement of monthly scanning activities. Service Provider shall correct any security flaw discovered by Customer in accordance with requirement specified by Customer. Further, Service Provider and any Personnel or Agent that accesses, stores or collects Confidential Information shall conduct, at its own cost, an Security Assessment annually using an independent third-party tester. Customer acknowledges that all information relating to Service Provider's records, policies, procedures and systems shall constitute Service Provider's Confidential Information subject to the Confidentiality provisions of this Agreement.

9. Malicious Code: Service Provider further represents and warrants that it will ensure that the Services will not result in the transmission to Customer of any (a) 'back door,' 'time bomb,' 'Trojan Horse,' 'worm,' 'drop dead device,' 'virus,' 'spyware' or 'malware;' or (b) any computer code or software routine that: (i) permits unauthorized access to or use of Customer's or its users' systems or any component thereof; or (ii) disables, damages, erases, disrupts or impairs the normal operation of Customer's or its users' systems or any component thereof.
10. Agents: Service Provider shall not contract any of its rights or obligations hereunder, or share, transfer, disclose, or otherwise provide access to any Confidential Information to any contractors, subcontractors, third-party Service Providers, or agents (collectively, "Agents") without the prior written consent of Customer, including, without limitation, cloud or other data storage providers. Where Service Provider contracts any rights or obligations, or provides access to Confidential Information, to an Agent, then (a) Service Provider shall enter into a fully-executed written agreement with each Agent that imposes obligations on the Agent that are at least as restrictive as those imposed on or required of Service Provider under this Agreement; (b) Service Provider shall not be relieved of any of its obligations under this Agreement; and (c) Service Provider shall remain liable and responsible for the performance or non-performance of its Agents.

11. Data Security Breach Notification and Incident Response; Indemnification.
- a. Breach Notification: Service Provider shall comply with Applicable Law with respect to Data Security Breach procedures, including, without limitation, notice requirements. Service Provider shall notify Customer via the telephone and email address provided herein (as may be updated by Customer from time to time) of: (a) any access, possession, use or disclosure of Confidential Information, or attempt thereof, not expressly permitted by this Agreement; (b) any suspected breach or compromise of Confidential Information or Customer's systems, or Service Provider's systems or networks that directly or indirectly support Confidential Information and/or Customer's systems or a user's system; or (c) claims or threats thereof made by any Personnel, Agent or external person (each of the foregoing a "Data Security Breach"). Service Provider shall use best efforts to notify Customer of the Data Security Breach within eight (8) hours after detecting or being notified of the Data Security Breach. Notwithstanding the foregoing, in no circumstances will more than twenty-four (24) hours elapse between the time Service Provider detects or is notified of a Data Security Breach and the time Service Provider notifies Customer of the Data Security Breach.
- b. Other Parties: Service Provider shall not notify any parties other than Customer and relevant law enforcement agencies of any Data Security Breach unless such notification is agreed to in advance by Customer in writing.
- c. Resolution: For the avoidance of doubt, any Data Security Breach vulnerability shall be resolved to Customer's satisfaction, at Service Provider's expense, in accordance with the requirement of Customer.
- d. Data Security Breach Investigation: Upon Customer's request and pursuant to Customer's instructions, Service Provider shall cooperate with Customer and any outside agents hired by Customer: (i) conducting an investigation of any actual or suspected Data Security Breach and (ii) providing Customer and its agents with administrative access to all affected systems or applications that store, process, transmit or otherwise access Confidential Information or Customer's systems. In addition, Service Provider will, upon Customer's request and pursuant to Customer's instructions, at Service Provider's cost, notify any



affected persons or entities; provided that the method and content of such notice to shall be agreed to in writing by Customer prior to sending such notice. Service Provider shall also cooperate with Customer and any relevant authority in the event of litigation or regulatory inquiry concerning a Data Security Breach.

- e. Data Security and Privacy Indemnification: In addition to Service Provider's indemnification obligations set forth in this Agreement, Service Provider shall also indemnify, hold harmless, and defend Customer and its respective directors, officers, employees, subcontractors and agents from any suits, claims, damages, demands, proceedings, and other actions brought by a third party, and all associated expenses and costs (including but not limited to: assessments, fines, losses, penalties, costs of investigating and responding to any Data Security Breach, costs of notifying affected individuals, and attorneys' fees), arising out of or related to Service Provider's or its Personnel or Agents collection, processing, storage, use, transmission or destruction of Confidential Information, including, but not limited to, a suspected or actual Data Security Breach. The remedies set forth herein shall be in addition to any other remedies available to Customer at law or in equity, including but not limited to Service Provider's general indemnification obligations set forth in this Agreement. The liability of Service Provider under this indemnity provision is not limited.
12. Third Party Beneficiaries: The Parties agree that Customer's affiliates are intended third party beneficiaries of the confidentiality and data security provisions of this Agreement and such provisions are intended to inure to the benefit of Customer's affiliates. Without limiting the foregoing, Customer's affiliates will be entitled to enforce all confidentiality and data security provisions of this Agreement as if each was a signatory to this Agreement.
- f. Personal Information: If Service Provider provides Customer with any Personal Information about any individual in connection with the Services then Service Provider shall comply with the provisions of Applicable Law including applicable privacy and data protection law and personal data privacy policy of Customer posted at <http://www.startv.com/PersonalDataPrivacyPolicy.htm> ("Customer Privacy Policy"). Service Provider shall indemnify Customer for any breach of such Applicable

Law including applicable privacy and data protection law and Customer Privacy Policy which renders the latter liable for any costs, claims or expenses. The liability of Service Provider under this provision is not limited.

13. Security Manager: On the effective date of this Agreement, Service Provider shall designate an individual as the primary security manager under the Agreement. The security manager shall be responsible for managing and coordinating the performance of Service Provider's confidentiality and data security obligations under this Agreement.