

VENDOR SERVICES AGREEMENT

This Agreement is by and between

Connectivity IT Solutions Pvt Ltd with its registered office at #1877, 31th cross, 10th Main, 1st floor, Banashankari 2nd stage, Bangalore 560070

and

InMobi Pte Limited on behalf of itself, its affiliates, and its associates ("Client") with its office at 30 Cecil Street, # 19-08 Prudential Tower, Singapore 049712.

This Agreement sets forth the terms and conditions under which Vendor will provide certain consulting and professional services to Client.

1. SCOPE OF SERVICES

- 1.1 Vendor agrees to provide the services ("Services") described in the attached Exhibit A via its employees, subcontractors (, if subcontractors have been permitted in writing by Client) or Vendors (altogether "**Personnel**"). Upon receipt of a request from Client specifying its needs and criteria, Vendor shall screen Personnel to determine that they meet the criteria to be able to provide the Services on behalf of the Vendor in compliance with this Agreement and apply such other instructions as may be communicated by Client via e-mail.
- 1.2 Exhibit A shall define the specific Services authorized by Client, the schedule or term and the applicable rates and charges. All items prepared or required to be delivered under Exhibit A are collectively referred to herein as the "**Deliverables**".
- 1.3 Vendor understands and agrees that by executing this Agreement, Client is not committing or obligating itself to use the services of the Vendor and that no work or charges are or shall be authorized hereunder unless and until authorized in writing and signed by both parties.
- 1.4 Affiliates or Associates of Client may request Services under this Agreement. "Affiliate" under this Agreement shall mean any entity, directly or indirectly, controlled by or under common control with or controlling a party to this Agreement. "Associate" means, an entity that directly or indirectly controls, is controlled by or is under common control with a company. "Control" for purposes of this definition, means direct or indirect ownership (including ownership through one or more Associates) of more than 25% of the paid-up share capital of an entity. Such Services shall require a separately executed addendum between such Affiliate/Associate and Vendor and the terms and conditions of this Agreement shall be incorporated by reference in and shall govern the addendum. In no event shall the Client be held jointly or severally liable for the performance of its Affiliates or Associates.
- 1.5 Client will have privity of contract with the Vendor only and will give instructions to the Vendor and will have nothing to do or be concerned with the conditions of employment of the Personnel and other workers/agents/Vendors/employees working for the Vendor. Client will not retain any control or supervision of the Personnel engaged/employed by the Vendor to provide the Services. Vendor will be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to the Vendor and its resources. Vendor will be liable not only to pay wages to its employees, but the retrial/superannuation benefits, insurance, retrenchment compensation, notice pay, gratuity or bonus as applicable and Client will not be held liable for any obligation of the Vendor.

- 1.6 Vendor shall provide the Services herein, in coordination with a responsible officer of the Company. The employees/workers of the Vendor shall be under its direct control and supervision. Vendor shall issue appropriate instructions and advise its employees/workers about the manner of providing the services herein without any interference, instruction or intervention of Client.

2. TERM

- 2.1 This Agreement shall be valid from 1 February 2023 and shall remain in effect for a period of three years, unless terminated by either party as provided herein.
- 2.2 The parties may choose to renew the agreement on mutually agreed terms and conditions.

3. PRICE, PAYMENT & TAXES

- 3.1 Vendor will invoice Client on a monthly basis. Invoices may be submitted by mail to Client via email and at the address mentioned above. All invoices must contain a reference to this Agreement. Payments shall be made in accordance with the payment schedule set out in Exhibit A.
- 3.2 It is hereby acknowledged and agreed that since Vendor is registered as a "medium enterprise" as defined under the Micro, Small, and Medium Enterprises Development Act 2006, therefore all proper invoices which have been timely submitted shall be paid to the Vendor within forty five (45) days from the date of receipt of Vendor's correct invoice.. In the event an invoice does not conform to the Client time card of the Vendor, the invoice shall be returned to Vendor and Vendor must resubmit the invoice with corrected information. Client shall not be liable to Vendor for payment of incorrect invoices that have been returned to Vendor. The fees set forth in Exhibit A shall be exclusive of taxes. Each party shall be liable for payment of taxes, as applicable to such party. Vendor shall be solely responsible for taxes on the general operation of its business including, but not limited to income or franchise taxes.
- 3.3 Vendor shall only invoice Client for time in which Vendor is providing Services. Vendor shall not invoice Client for any other time including, but not limited to, travel, training, internal record keeping, time keeping, email, phone or internet charges or on the job training. In the event that non-billable client time is incurred, such time must be approved by the Client Project Manager before being paid to Vendor.
- 3.4 Vendor shall be reimbursed for all reasonable out-of-pocket expenses, only if specifically authorized by in writing by Client, and which have been incurred in performance of the Services. All expenses must be reported in a line item format, with each separate expense as a line item, on the same invoice as the invoice which reflects the specific Services Vendor was providing when the expense was incurred. Reimbursement of such expenses shall be subject to Client's then current expense reimbursement policy and Vendor shall provide invoices, receipts and other supporting documentation in writing, as Client shall reasonably request for such expenses.
- 3.5 Vendor hereby agrees that Client may hold payment of Vendor's last invoice until Vendor has returned all Client-owned equipment (i.e. computers, computer accessories, building access cards) in Vendor's possession, if any.

4. CONFIDENTIALITY

- 4.1 The parties, hereby, agree to maintain the confidentiality of any written or oral information disclosed to each other in the course of the Services, where such information by its nature is deemed confidential. For the sake of clarity, any requirement to disclose such confidential information pursuant to the orders of a regulatory authority or under any applicable law, shall not be held in violation of this Section 4.1. The Vendor agrees that it and its Personnel shall at all times protect and safeguard all Client confidential information and shall in no manner reveal or disseminate such confidential information to any third party.
- 4.2 The Vendor further agrees that it shall not and shall ensure that any Personnel shall not attempt to ascertain the source code of any computer program provided by Client by authorized or unauthorized access or review, reverse engineering, decompilation, disassembly, or any other technique or method and to the extent any such activity may be permitted, the results thereof shall be deemed Confidential Information subject to the requirements of this Agreement. The Vendor agrees that it and any Personnel will not use any confidential information for their own purpose or for the benefit of any third party and shall honour the copyrights and other intellectual property rights of the Client and will not copy, duplicate, or in any manner reproduce any such copyrighted materials.
- 4.3 Nothing in this Agreement shall be construed as conveying to the Vendor or any Personnel any right, title or interests or copyright in or to any confidential information of Client; or to convey any license as to use, sell, exploit, copy or further develop any such confidential information. Client shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity. The provisions of this Section 4 shall survive termination or expiration of this Agreement.
- 4.4 The Vendor warrants to access, hold or use any personal data or personal identifiable information provided by Client or on Client's behalf, i) in strict confidence while exercising a reasonable degree of care to prevent disclosure to others; ii) solely in relation to the Services; iii) in compliance with the applicable data privacy laws; (iv) as per instructions from Client as well as any requirement to enter into any additional data processing agreements and (v) as per the training provided by Client including in respect of Client's data security policy. The Vendor further warrants, in relation to such personal data or personal identifiable information, not to in any manner use, reproduce, copy, download, share, provide access, disclose or divulge: to any other third party or for any other purpose other than to provide the Services. The Vendor shall promptly inform the Client of any breach of this obligation along with all details of such breach and provide all required assistance to Client to mitigate the breach. The Vendor shall, upon request or upon termination or expiry of this Agreement deliver to Client all notes, copies, documents, and materials containing such any personal data or personal identifiable information.

5. OWNERSHIP

- 5.1 All intellectual property rights, title and interest (including patent rights, moral rights, copyrights, trade secret rights, trademark rights, sui generis database rights and all other rights of any sort throughout the world) relating to any and all in any inventions (whether or not patentable), deliverables, work products, patents, programs, documentation, scripts, works of authorship, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole

or in part, by the Vendor or any Personnel in connection with Services and procedures developed hereunder to the extent they are available, or any Client confidential information, patents, inventions and copyright material, either before or after the Effective Date (collectively "**Deliverables**") resulting from the performance of the Services or created by the Vendor or any Personnel under this Agreement shall be owned, solely and exclusive, by the Client, excluding any proprietary material of the Vendor that may be embedded in such Deliverable. Vendor will promptly disclose and provide all Deliverables to Client. Client shall also own all sui generis database rights and all other rights of any sort throughout the world relating to any and all Deliverables (whether or not patentable).

- 5.2 All Deliverables are "works made for hire" to the extent allowed by law. In the event any Deliverables are not deemed "works made for hire," Vendor and Personnel hereby irrevocably grant, assign and transfer all right, title and interest of any kind in the Deliverables to the Client. Vendor shall reasonably assist the Client to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Vendor hereby irrevocably designates and appoints Client and its agents as attorneys-in-fact to act for and in Vendor's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Vendor.
- 5.3 The Vendor agrees to deliver to Client all copies of all Deliverables resulting from the performance of the Services hereunder in their then current form or state, whether complete or incomplete developed hereunder and related or pertaining to this Agreement promptly on termination, completion or expiration of any assignment covered by this Agreement or immediately upon request by the Client.
- 5.4 Notwithstanding any other provision within this Agreement to the contrary, each party retains ownership of all right, title and interest to any and all intellectual property rights, developed, owned or created by such party without access to or use of any proprietary material of the other party.
- 5.5 If any part of the Services or Deliverables is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Vendor and not assigned hereunder, Vendor hereby grants Client and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such technology and intellectual property rights as if it were the full owner thereof.

5A. RECORDS AND REPORTS

- 5A.1 Vendor shall maintain complete and accurate records of the work and Services performed hereunder, the amounts invoiced and hours worked. Such records shall be in accordance with standard accounting practices and shall include, but not be limited to, time sheets and written receipts for reimbursable expenses.
- 5A.2 Copies of the foregoing records and a status report in such detail as Client shall reasonably require shall be furnished to Client at such times and frequencies as Client may request.
- 5A.3 Client shall have the right to inspect and audit Vendor's records at Vendor's place of business during normal business hours at any time during the term of this Agreement and for a period of

one (1) year thereafter, upon giving Vendor fifteen (15) days prior written notice.

6. REPRESENTATIONS & WARRANTIES

- 6.1 Vendor represents and warrants that the Services shall be performed in a workmanlike and professional manner with a degree of skill and judgment normally exercised by a recognized and reputable professional consulting firm performing services of a similar nature and in accordance with generally accepted professional consulting standards and practices and all applicable laws, regulations and ordinances, including but not limited to, any applicable privacy, anti-bribery, data security, trade embargo and export control laws, rules and regulations laws and shall have all required licenses and approvals in place. Vendor also represents and warrants that it shall exercise proper care and professionalism in all dealings with the Client and that it shall be responsible for obtaining and keeping valid and in full compliance all licenses, authorizations, consents and approvals required to conduct its business and perform the Services
- 6.2 Vendor represents and warrants that the Services shall be performed in accordance with sound commercial principles, comply with all reasonable and lawful instructions of Client from time to time concerning the Services and will not except as authorized by Client, act in a way which will incur any liabilities on behalf of Client or to pledge the credit of Client. Vendor further warrants that the Vendor and the Personnel shall have a level of skill knowledge, expertise, resources, ability and experience commensurate with the requirements of the task to which Vendor and such Personnel are required to perform.
- 6.3 Vendor represents and warrants that all Deliverables shall be the original work product of the applicable Personnel and will not be based on, or derived from, the proprietary information or items of a third party and that none of the Deliverables will infringe, misappropriate or violate any copyrights, patents, trade secrets, or other proprietary rights of any person or entity (including, without limitation, Client). Vendor further warrants that all Deliverables will not be based on, or derived from, or linked to, any third party or open source code unless prior written approval of Client is obtained; and that the Deliverables shall not contain any malicious code, program or other internal component (e.g. computer virus, computer worm, computer time bomb or similar component), which could damage, destroy or alter Client's proprietary software, or which could reveal, damage, destroy or alter any data or other information accessed through or processed by a Deliverable in any manner.
- 6.4 Vendor warrants that it and its Personnel shall not make any representations or assurances to any third party which is in any manner related to the Client, except to the extent approved, in writing, by the Client.
- 6.5 Vendor warrants that it shall ensure that all Personnel shall comply at all times with all applicable rules, procedures and regulations of the Client regarding safety, security, use, and conduct and Client's then-current Vendor Code of Conduct.
- 6.6 Vendor further warrants that all Deliverables shall conform with applicable specifications and requirements as set forth in the Exhibit A. Vendor shall correct, at no cost to Client, all errors, defects, inconsistencies, or malfunctions in any of the Deliverables discovered by Client or its client of a Deliverable or any programs, documentation or other materials prepared hereunder.
- 6.7 Vendor agrees to maintain physical, electronic and procedural safeguards to protect all non-public personal information and data to which the Vendor has access. Vendor warrants that it has in place appropriate security and screening procedures to ensure compliance with such laws, rules and regulations and shall apply those procedures in connection with the Services to be performed under this Agreement.
- 6.8 In addition to its Confidentiality Obligations herein, Vendor shall maintain, and shall require all Personnel to whom it discloses Client confidential information (including any data related to the customers, vendors, end users or other third parties of Client that is made available or is otherwise accessible to the Vendor) to maintain, effective information security measures to protect Client confidential information from disclosure or use not specifically authorized pursuant to this Agreement.
- 6.9 Each party represents and warrants to the other that: (i) it is a corporation duly organized and validly existing under the laws of the jurisdiction above stated, with full power and authority to carry on its business as now conducted and to enter into and carry out the terms of this Agreement; (ii) it has obtained all necessary corporate and other authorizations and approvals required for the execution and delivery of this Agreement; (iii) this Agreement constitutes its legal, valid and binding agreement, enforceable against it in accordance with its terms, subject to the laws of bankruptcy and laws of general applicability relating to or affecting enforcement of creditors' rights, and judicial discretion in the application of principles of equity; and (iv) the execution, delivery and performance of this Agreement shall not conflict with or result in a breach of any other agreement to which it is a party or breach any applicable law or violate any third party's right.
- 6.10 Each Party represents and warrants to comply with all laws and regulations applicable to such Party's performance of this Agreement. Without limiting the generality of the foregoing, each Party will comply fully with all applicable export control and sanctions laws and regulations of any country having competent jurisdiction (collectively, "Trade Laws") to ensure that no services, payments, or other deliverables provided under this Agreement are: (i) provided to, purchased by, routed through, or used for the direct benefit of any Party subject to the restriction of a sanctions or export denial list; (ii) provided to, purchased by, routed through, or used for the direct benefit of any region subject to comprehensive sanctions (presently including Crimea, Cuba, Iran, Syria, Afghanistan or North Korea); or (iii) used for any purpose prohibited under applicable export control and sanctions laws and regulations, including, but not limited to, nuclear, chemical, or biological weapons proliferation. Vendor affirms its policy and corporate practice to comply and require parties with whom it contracts to comply with all applicable anti-bribery laws that apply to it and its operations, including without limitation, the Indian Prevention of Corruption Act, 1988, U.K. Bribery Act 2010 and U.S. Foreign Corrupt Practices Act (collectively, "Anti-Bribery Laws"). In connection with its performance under this Agreement, Vendor confirms that: (i) it is aware of and has appropriate procedures to comply with the Anti-Bribery Laws and will advise all persons and parties under its control or acting as its agent of the requirements of the Anti-Bribery Laws; (ii) it will not be or cause any party to be in violation of the Anti-Bribery Laws; and (iii) should Vendor learn of, or have reasons to know of, any request for payment that is inconsistent with the Anti-Bribery Laws, it shall immediately notify Client. In case Vendor is found to have violated any Trade Laws or Anti-bribery Laws in connection with its performance under this Agreement, Client shall have the right to terminate this Agreement with immediate effect and no further liability, upon written notice to Vendor, without prejudice to any other rights or remedies available to it under contract or in law. Vendor shall

indemnify Client against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against Client as a result of any breach of this Section 6.10.

- 6.11 EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE VENDOR DISCLAIMS ALL OTHER WARRANTIES, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES PERTAINING TO FITNESS FOR PURPOSE AND MERCHANTABILITY.

6A. FACILITIES

- 6A.1 To the extent Vendor has access to or uses the facilities or computer resources of Client, Vendor agrees to comply at all times with the applicable rules and regulations regarding safety, security, use, and conduct. In the event Vendor must access Client's proprietary software in order to perform the Services, such access and use shall be governed by a separate, mutually executed Limited Use Agreement between Client and Vendor.

- 6A.2 Unless provided at Client's sole discretion or unless otherwise agreed to in writing, Vendor shall provide its own hardware, software and equipment to provide the Services hereunder. Notwithstanding anything contained herein, if Client provides any computers, hardware, software or other facilities (collectively "Facilities"), the same shall continue to be Client property and Vendor and its designated resources shall use the Facilities exclusively in accordance with this Agreement. All such Facilities shall be returned to Client at the end of the Services or if requested earlier by Client. The Vendor undertakes to take full responsibility that the designated resources shall take appropriate care of the Facilities and the return of the same to Client at the end of the Services in the condition it was delivered to the Vendor or its designated resources.

7. INDEMNITY

- 7.1 Each party agrees to indemnify, defend and hold harmless the other party and its officers, directors, employees, Vendors and agents against any third party claims, damages and penalties, and all related costs and expenses (including reasonable attorneys' fees) based on (i) a breach of any representations or warranty obligations or confidentiality obligations under this Agreement; or (ii) caused by gross negligence, fraud or willful misconduct by the indemnifying party including but not limited to the death or bodily injury of any third party, including any agent, employee, Vendor, worker, client, business invitee or business visitor of a party or the damage loss or destruction of any tangible personal or real property; or (iii) any infringement of a third party's intellectual property rights.

- 7.2 Any claim for indemnification hereunder shall be subject to the following provisions: (i) the indemnifying party shall be given prompt written notice of the claim by the indemnified party, provided that any delay in providing notice shall not relieve the indemnifying party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying party was prejudiced by the delay; (ii) the indemnifying party shall have the right to control the defense and all negotiations relative to the settlement of any such claim; and (iii) the indemnified party shall reasonably cooperate with the indemnifying party and its counsel at the indemnifying party's cost and expense. The indemnified party may participate in the defense and settlement of the claim at the indemnified party's own expense and using attorneys selected by the indemnified party. Each party shall make all reasonable efforts to mitigate damages.

8. TERMINATION

- 8.1 This Agreement may be terminated prior to expiration or completion in accordance with the following:

- (i) By Client without cause on ninety (90) days' prior written notice.
- (ii) By either party in the event the other party has failed to perform any obligation required to be performed under this Agreement and such failure is not corrected within thirty (30) days from receipt of written notice advising of such failure from the other party.
- (iii) By either party for bankruptcy, insolvency or any partial or whole assignment of assets to creditors.

9. INDEPENDENT CONTRACTOR

- 9.1 Vendor agrees that it is an independent contractor and that it will perform under this Agreement as an independent contractor. Nothing in this Agreement shall be deemed to make Vendor an agent, employee or partner of Client. Vendor shall not be entitled to any of the fringe benefits of Client and shall have no authority to bind, commit, contract for, or otherwise obligate Client in any manner whatsoever. Furthermore, Vendor shall withhold and pay social security, income taxes, and other employment taxes and dues on behalf of itself.

10. LIMITATION OF LIABILITY

- 10.1 IN NO EVENT, EXCEPT IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS (SECTION 7) HEREUNDER AND FOR A PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE AND/OR FRAUD, SHALL EITHER PARTY BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT THE CLIENT HAS PAID UNDER THE AGREEMENT 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM.

- 10.2 IN NO EVENT, EXCEPT IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS (SECTION 7) HEREUNDER AND FOR A PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE AND/OR FRAUD, SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, OR ANY BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

11. GENERAL TERMS AND CONDITIONS

- 11.1 This Agreement and its Exhibits constitute the sole and exclusive statement of the terms and conditions hereof and supersede any prior discussions, writings, and negotiations with respect thereto. Any signed copy of this Agreement made by reliable means (e.g., photocopy or facsimile) shall be considered an original.
- 11.2 Neither party shall assign or transfer this Agreement or subcontract any work required to be performed by it without the prior written consent of the other party. Any attempt to assign or transfer this Agreement in breach of this section shall be void.

- 11.3 The parties agree that this Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.
- 11.4 Subject to applicable law, nothing in this Agreement or any action taken by the Vendor in relation to third parties including specifically but not limited to any Personnel, will create any contractual or legal relationship between Client and such third party unless an express written contract to the contrary, is executed between Client and such third party. It is expressly understood that Client and the Vendor are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing, signed by both parties hereto.
- 11.5 Those provisions which by nature should survive termination shall survive termination or expiration of this Agreement.
- 11.6 Headings are for reference purposes only, have no substantive effect, and shall not enter into the interpretation hereof.
- 11.7 No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 11.8 If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.
- 11.9 Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the first page hereof or to such other address as the parties may designate in writing. Unless otherwise specified, all notices to Client shall be sent to the attention of the program manager.
- 11.10 In no event shall either party be liable to the other for any delay or failure to perform due to causes beyond the control and without the fault or negligence of the party claiming excusable delay, but only to the extent that such delay could not have been avoided by the taking of reasonable precautionary measures. Such causes shall include but are not limited to acts of God, floods, fire, acts of terrorism, war, etc.
- 11.11 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF SINGAPORE WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF. ANY ACTION OR SUIT RELATED TO THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN SINGAPORE.
- 11.12 Notwithstanding anything contained hereunder, Vendor agrees and acknowledges that no dispute resolution or litigation shall be pursued by Vendor for any breach of this Agreement until and unless Client has had an opportunity to cure any alleged breach. Vendor agrees to provide Client with a detailed description of any alleged failure and a description of the steps that Vendor understands must be taken by Client to resolve the failure. Client shall have thirty (30) days from Client's receipt of Vendor's notice to complete the cure.
- 11.13 To the extent permitted under applicable laws, the parties hereby specifically exclude the right of a third party to enforce the terms of this Agreement and this Agreement does not purport to confer a benefit on a third party; the parties do not intend that any term of the Agreement shall be enforceable by the third party.

12. NONSOLICITATION AND NONCOMPETE

- 12.1 During the term this Agreement is in effect and for a period of six (6) months thereafter, Vendor agrees not to solicit or to offer employment to any employees of Client or an Affiliate of Client without the prior written consent of Client.
- 12.2 During the term of this Agreement, and for a period of one year thereafter, Vendor agrees not to deploy, directly or indirectly, any of its Personnel working under this Agreement to provide any services similar to what is performed pursuant to this Agreement to or for a competitor or customer of Client. During the term of this Agreement, and for a period of one year thereafter, Vendor agrees not to engage in any consulting, employment, or to provide any services, which pertain to the use, support, implementation, or training of Client's software or trade secrets. During the term of this Agreement, and for a period of one year thereafter, Vendor agrees not to offer, directly or indirectly, any services to any customers or vendors of Client that are introduced to the Vendor while performing Services hereunder. The restrictions hereunder extend to Vendor not contacting, influencing or otherwise soliciting any Client customers or vendors to sever their relationship with the Client.
- 12.3 Following the expiration or termination of this Agreement, unless otherwise agreed by Client in writing, Vendor shall not perform any competitive work that would utilize Client Confidential Information, technology that infringes Client intellectual property, or would involve an inevitable disclosure of Client trade secrets.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the latest date set forth below:

ON BEHALF OF THE CLIENT

DocuSigned by:
Signature Chandrashekar Vattikuti
41CCCB12B55B41B...
Name: Chandrashekar Vattikuti
Title: CPO
Date: 2/2/2023

ON BEHALF OF THE VENDOR

Signature [Signature]
Name: Ojas Oza
Title: Head-Service Innovation
Date: 13-12-2022

03/02/23

Exhibit A**Details of Services and Deliverables to be provided and Payment Schedule****Scope & Nature of Services:****1] Vendor shall provide the following Services and Deliverables:**

- Network Infrastructure discovery
- System infrastructure discovery
- Current state analysis
- Detailed Bill-of-Material with breakdown of items according to domains of assessment, interviews / workshops etc.
- CSA Report in Microsoft Word format that includes Findings, Implications / Risks and, Recommendations and Proposal Plans.
- Detailed Bill-of-Material with breakdown of items according to hardware, software, subscriptions, maintenance services, etc.

Additional requirements:

- (i) Client shall provide reasonable assistance where required.
- (ii) Vendor shall address Client's requirements, including but not limited to any change or modifications to the scope of the Services, or the Inventions, within the mutually agreed response time.

2] Managed Network support services.

Location: Bangalore

Scope of Work

- CS team is expected to identify professionals as per the Job Description agreed and collaborate with InMobi team for selection procedure
- Onboard and manage the selected candidate on Connectivity role with all the standard employment benefits and deploy L2 engineer to InMobi site in Bangalore for work. L3 engineer is expected to support InMobi remotely from the Connectivity Solution Managed Delivery Center.
- Provide a suitable replacement candidate in case there is an event of attrition
- Provide a standby resource if the assigned resource is absent.
- Collaborate with InMobi team to decide the career roadmap of deserving resources to align with InMobi's technology goals. Required training for deserving candidates can be arranged at an additional cost to InMobi
- Participate in quarterly service delivery review meetings / calls
- Provide statutory reports on request with regards to deployed resources of Connectivity Solutions at InMobi site
- If any kind of candidate background verification is required as per the InMobi policy, will be carried out at an additional cost to InMobi.

Service Level Agreement for onsite L2 engineer

Incident	Response SLA	Resolution SLA
P1 – Priority, major incident, Impacting location, country, region, impact with multiple users, Network Down/Process Down Emergency	15 min	4 hours
P2 – Priority, Business critical activity impact	4 hours	8 hours
P3 – Priority, no business-critical impact	8 hours	40 hours
Service request	Resolution SLA	
Service request, Installation of new hardware or standard IT equipment	5 business days	

Service delivery scope will be 8*5

Service Level Agreement for offsite L3 engineer

Incident	Response SLA	Resolution SLA
P1 – Priority, major incident, Impacting location, country, region, impact with multiple users, Network Down/Process Down Emergency	30 min	4 hours
P2 – Priority, Business critical activity impact	4 hours	8 hours
P3 – Priority, no business-critical impact	8 hours	40 hours
Service request	Resolution SLA	
Service request, Installation of new hardware or standard IT equipment	5 business days	
Connectivity Solution and InMobi team need to work upon the mechanism to measure the service delivery time consumption.		
Service delivery scope will be 8*5		

Service delivery plan

- Connectivity will propose potential candidates to InMobi for selection process
- Once the candidate is identified, Connectivity will negotiate with candidate with best possible lead time to join.
- Connectivity team will coordinate with InMobi during the onboarding process and ensure that candidate reports to work at per agreed schedule
- Candidate is expected to follow InMobi working policy for annual holiday list. However, his leave policy will be governed by Connectivity HR
- policy.
- In case if Candidate is on leave for more than 3 days continuously, Connectivity will deploy a standby engineer to support InMobi business continuity

Customer obligation

- Conduct required onboarding session to guide engineer about InMobi IT infra to enable him for service delivery
- Enable the Candidate with required software, hardware and tools to bring in efficiency in services along with other infrastructure support, policies and process to deliver service.
- Provide benefits like food and office transportation.
- Provide guidance and material support to adhere to relevant compliance and standard
- Equal opportunity and treatment to deliver service at best of the abilities
- Provide remote access to InMobi network for L3 engineer who will be working from Connectivity Solution MDC

Commercials

Milestone	Stage	Cost (INR)	Duration
M-1 for Network Auditing services	Discovery	3,75,000	30 days
M-2 for Network Auditing services	Documentation & recommendation	4,50,000	30 days

Position	Monthly cost	No of positions	Annual cost
Network Support Engineer (L2)	2,00,000	1	24,00,000
Network Support Engineer (L3) – Remote support for 30 hours per month	1,20,000	1	14,40,000
Network Support Engineer (L3) (additional every 10 hours pack)	50,000	1	50,000

Terms

- GST of 18% will be charged additionally.
- Lead time to start service delivery will be 4 – 6 weeks from the date of PO released.
- CS team will raise the invoice in the beginning of the month and same should be paid within 45 days by InMobi
- During the contract period if InMobi would like to take any Connectivity team member on role, Connectivity will charge 18% of the billing value of the resource during the 1st year of contract and 15% onwards. The lead time to on role the team member will be 60 days from the date of formal communication to Connectivity.
- The contract period will be 3 years from the date of the release of Purchase Order. There will be an annual markup of 12% (upward) in the contract value considering increase in cost-of-service delivery and resource cost
- The contract can be terminated by either of the party by giving a notice of 3 months
- A detailed SLA can be drawn once the contract is confirmed
- If any kind of candidate background verification is required as per the InMobi policy, will be carried out at an additional cost (as per actual) to InMobi.

[illegible]