

CUSTOMER ACCESS AGREEMENT

This Customer Access Agreement (this "Agreement"/ "CAA") contains the terms and conditions that govern Customer's access to and use of the Service (as defined below) and is an agreement between GTID Solutions Development Private Limited (for and on behalf of its subsidiaries and affiliates) and Customer as mentioned in the Subscription Agreement (SA). This CAA is also applicable in cases where the Service has been procured by the Customer from GTID authorized partner ("Partner"). GTID agrees to allow Customer to use GTID Software Solution on a subscription basis (Service) under the terms and conditions set forth below and GTID may also provide other implementation, training and other related services under a separate Professional Services Agreement (PSA). Furthermore, the mere issuance of subscription and/or other uses of GTID's products and services under this Agreement does not constitute a representation, warranty or guarantee by GTID that any user, manager, operator or maintenance facility using these products or services is in compliance with applicable regulations of any country or political subdivision thereof governing the operation or maintenance, including but not limited to the applicable regulations with respect to such usage. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, discussions, negotiations, letters, proposals and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Customer through its Personnel represents to GTID that they are lawfully able to enter into contracts. Personnel entering into this Agreement on behalf of the Customer, represent to us that they have the legal authority to bind the Customer. If Individual is entering into this Agreement for an entity, such as the company he/she works for, you represent to us that you have legal authority to bind that entity.

1. Services

- a) The Services in respect of which these terms and conditions shall apply to the Service as opted in the ("Subscription Agreement or SA") to be executed by the Customer pursuant to the acceptance of these terms and conditions by the Customer.
- b) These terms and conditions form an integral part of the Subscription Agreement (SA). Access to the Service and Solution will be as opted in the SA, executed by the Customer.
- c) Service is inclusive of all Hosting Services to meet the performance, availability required for current and future requirements, provided directly by GTID, or outsourced to another provider. GTID reserves right in changing such outsourced provider at its discretion.
- d) Any services other than those specified hereinabove including in respect of back up services mentioned below, integration services, shall be provided to Customer as and when the services are offered by GTID and shall be subject to such terms and conditions including commercial terms as may be specified by GTID.
- e) GTID has selected Azure Cloud as its hosting Solution for the software subscription program envisioned by this Agreement and will be hosting Customer's copy of the Software at its data center.
- f) GTID will have the right to change data centers or move to a different hosting Solution provider, if business conditions warrant the same.
- g) In the event of transfer of Hosting Service or the backup storage, Parties shall mutually agree on the timelines of such transfer.

2. Applicability



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These terms and conditions shall apply to the Services and Solutions that may be provided to the Customer by GTID, including the right to access the Solution opted in the SA , and subscribe to the Services mentioned in the SA.

3. Definitions

The following terms shall have the meanings set forth below:

- a) "User Environment" shall mean the specific User's hardware and software system, Internet connection speeds and any other requirements as specified in the document under Schedule 1 which may be modified by GTID from time to time at its sole discretion.
- b) "Data" shall mean all Customers' inputs into the Solution and all resultant outputs.
- c) "Documentation" shall mean the user manuals, help features and other documentation that are inbuilt in the Software.
- d) "Software" and "Product" shall refer to and mean the GTID Software - Cloud Software and Mobile Application including all Documentation pertaining to the Software specified in the SA.
- e) "Solution" shall refer to and mean the opted functionalities of the Software specified in the SA.
- f) "User" shall mean Customer's specific personnel, who may be granted rights to Access and Use each opted functionality of the Solution.

4. Ownership of the Software

- a) GTID retains all Intellectual Property Rights with respect to the Solution. Subject to Customer's acceptance of these terms and conditions and upon payment of consideration as may be agreed by GTID and Customer, Customer will be merely granted a right to access the Solution and use the same as expressly permitted herein. No other Rights with respect to the Software or Solution are granted herein.
- b) Customer shall not
 - I. make an attempt to copy, load, decompile, reverse engineer or otherwise attempt to derive or modify the Solution nor authorize or permit any third party to do so.
 - II. rent, lease, timeshare, assign or provide subscription services for the Solution.
 - III. use the Solution to provide any third party training on the content and/or functionality of the Software, except for training Customer's own employees as provided in these Terms and Conditions.
 - IV. disclose any of the Software's or Solution's benchmark tests without GTID's prior written consent.
 - V. engage in any deceptive or misleading practices that may be detrimental to GTID or to the Software or Solution.
 - VI. use any automated scripts to enter data in a continuous fashion.
 - VII. not share access key i.e. user name / password with any unauthorized person
- c) c. All rights not expressly granted to Customer are retained by GTID.

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5. Rights Granted

- a) On acceptance of Customer's SA by GTID, and on Payment of the Usage Fees mentioned in SA, corresponding to the number of permitted Users as specified in the SA (Permitted User), for such period specified in the SA ("Access Term"), Customer shall be entitled to access the Solution through Internet, and use the same in accordance with the terms and conditions herein. Customer shall be provided with an access key and password by GTID with which Customer may access the Solution.
- b) The Right to Access and use the Solution and any related Documentation shall be non-exclusive, nontransferable, non-assignable and shall solely be for internal legal business purposes, for as long as Customer pay the Usage Fees, as mentioned in the SA , and provided Customer have not breached any of these Terms and Conditions. Customer shall not use the Solution for any commercial warehousing or training purposes.
- c) Customer will access and use the Solution only to process Customer's internal data.
- d) Nothing herein restricts Customer from downloading any reports generated by using the Solution and using Data or from saving the same in the local hard disk or as hard copy.
- e) Terms of Usage: The Software shall be used :
 - I. only in accordance with the Documentation.
 - II. in accordance with applicable laws.
 - III. without removing or destroying any copyright notices, proprietary markings or confidential legends placed or contained in it.
 - IV. to process Customer's Data during the course of Customer's normal business activity and shall not be distributed to any other person / entity. The username, access key and password shall not be shared with any third party, internally or externally, unless permitted by GTID.

6. Audit Rights

GTID shall have the right (either directly or through a third party auditor), not more than once every 6 months, to conduct an audit during Customer's normal business hours to verify that the Solution is being used in a manner consistent with the provisions of these Terms and Conditions and the SA . If GTID or its third party auditor determines that Customer is using the Solution or any updates that may be provided by GTID in a manner inconsistent with the provisions of this Agreement or the SA, Customer shall (a) immediately cease such inconsistent use , pay to GTID additional fees sufficient to compensate GTID for such use, and (b) reimburse GTID for the cost of such audit. GTID reserves the right to terminate / suspend the access to the Service / Solution if Customer fails to cure the excess usage within seven (7) of receipt of notice from GTID.

7. Access & Usage Price and Payments

7.1. In case of GTID servicing Customer directly

- a. In consideration of the Solution access and usage permitted by GTID during the Access Term, Customer shall pay GTID (i) Enablement Fee; (ii) Implementation Fee; and (iii) the Usage Fees as set forth in the SA accepted by GTID in accordance with the payment terms/billing frequency (i.e., quarterly, half-yearly or annually as the case may be) set forth therein.
- b. All Customers' payment obligations described in these Terms & Conditions and in the SA are noncancelable and all amounts paid by Customer are non-refundable. Customer shall be liable to pay interest @ 18% per annum in the event of Customer's delay in making payments to GTID.
- c. Customer is responsible and liable for payment of User Fees in respect of all Permitted Users for the entire Access Term (which includes successive Renewal Terms) :-
 - i. whether or not Customer actively use the access rights granted to Customer under these Terms & Conditions; or
 - ii. even if these terms & conditions are terminated for any reasons whatsoever, except due to :-

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- A. GTID's breach of any material term or condition of these Terms & conditions or SA and its failure to remedy such breach within ten (10) days after being given notice thereof; or
- B. GTID ceasing to be actively engaged in business, unless it is succeeded by a permitted assignee; or
- C. Insolvency of GTID being declared by a Court of competent jurisdiction.
- d. GTID shall send invoice(s) to Customer in accordance with billing frequencies during Access Term and/or each Renewal Term, as specified in the SA..
- e. CUSTOMER SHALL PAY ALL INVOICES PROMPTLY BEFORE THE FIRST DAY OF EACH BILLING FREQUENCY PERIOD AND THIS IS THE ESSENCE OF THIS AGREEMENT.

7.2. In case GTID servicing Customer through Partner.

In the event the Service is procured by the Customer through GTID's authorized partner ("Partner") authorized to sell, implement and service GTID product, all the aforesaid terms provided in section 7.1 above shall be applicable between GTID and its Partner. In the event of violation of any of the above terms by the Partner, GTID shall directly service the Customer's requirement provided a) Partner is in breach of terms of section 7.1 above; b) there is no commercial liability on the part of the Customer to the Partner.

8. Temporary Suspension

- a) GTID may suspend Customer's right to access or use any portion or all of the Solution / Service immediately upon issuing a written notice to Customer for such period as mentioned in the notice ("Suspension Period") if GTID determines:
 - I. Customer's use of or registration for the Service (i) poses a security risk to the Service or any third party, (ii) may adversely impact the Service or the systems or Content of any other GTID customer, (iii) may subject GTID, its affiliates, or any third party to liability, or (iv) may be fraudulent;
 - II. GTID shall suspend the Customer right to access or use any portion or all of the Solution / Service forthwith if Customer is in breach of this Agreement, including if Customer is delinquent on payment obligations as per the payment terms agreed in the SA. GTID shall not be liable for any loss, cost, damage, expense, etc incurred by Customer due to aforesaid suspension of the access/ Service.
- b) If Customer fails to make the payment within fifteen (15) days of default, GTID reserves right to terminate this Agreement as per Section 10.
- c) The access may be restored within two (2) working days of intimation of payment of Usage Fees, charges, dues etc. by Customer and receipt of the same into GTID's account.

9. Effect of Suspension.

During the Suspension Period, Customer's right to access or use any portion or all of the Service:

- a) Customer remains responsible for all Usage Fees and charges GTID has incurred during the Suspension Period;
- b) Customer remains responsible for any applicable dues, fees and charges for any Service that GTID is forced to incur as a result of such suspension;
- c) Customer shall not be entitled to any service levels during the Suspension Period; and



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- d) GTID will not erase any of Customer's content during the Suspension Period, except as specified elsewhere in this Agreement.

GTID's right to suspend Customer's right to access or use the Service is in addition to GTID's right to terminate this Agreement pursuant to Section 10.

10. Term And Termination

- a. **Term.** These Terms and Conditions shall be effective as of the date of its acceptance by Customer and shall remain valid till end of thirty six (36) months from the date of grant of access to the Solution by GTID, renewable on such terms and conditions that are mutually agreeable. Notwithstanding the above, acceptance of these terms and conditions by Customer shall not cast any obligations on GTID to grant Customer access to the Software or Solution or provide any Service to Customer.
- b. **Termination.** The Access rights granted shall immediately and automatically terminate upon the expiration of the term. The Access rights may be terminated by either party by giving the other party ninety (90) days prior written notice of such termination when the other party (i) breaches any material term or condition of these Terms and Conditions or the Purchase Order accepted by GTID, and fails to remedy the breach within ten (10) days after being given notice thereof, or (ii) ceases to be actively engaged in business, unless it is succeeded by a permitted assignee or (iii) is declared as insolvent by a Court of competent jurisdiction.
- c. GTID may terminate the Access Rights, at any time, if Customer fails to pay the advance monthly Usage Fees as provided in Section 8(b). GTID shall not be responsible for any loss of Data in the event of termination of service due to Default.
- d. **Effect of Termination.** Upon termination or expiry, Customer's Access rights shall terminate.
 - i. Customers' Access rights shall terminate and Customer's password, access key, account or use of the Solution/Service will also be terminated without any further notice. Further, GTID has no obligation to retain Customers' (or its end customer) Data, and may delete such Customer Data at its sole discretion without any further notice.
 - ii. Within fifteen (15) days after the termination or expiry, Customer shall return or destroy, at GTID's option and direction, and at Customers' cost, all copies of any Confidential information of GTID in the Customers' possession or control.
 - iii. Within fifteen (15) days of the date of such return or destruction of confidential information, one of Customer's officers shall certify to GTID that all copies of GTID's confidential information have been returned or destroyed.
 - iv. GTID shall destroy all Customers' Data entered into the Solution, within maximum of 30 days of termination. Customer shall give a written request within the aforesaid 30 days to GTID for Data backup. In the event of failure on the part of the Customer, Data will be destroyed by GTID without further notice. Customer shall be solely responsible for ensuring back up and copies of Data entered into the solution and GTID shall have no responsibilities or liabilities with regard to Customer Data or for making the same available to Customer.
 - v. on Customers' specific request and subject to the fact that there are no amounts outstanding from Customer, GTID shall provide, on a chargeable basis at GTID's then prevailing rates, a backup of Customer Data in a database format. The contents of the

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software and its architecture shall be considered confidential for 5 years from the date of expiry or termination of the Access Rights.

11. Service levels and Maintenance

The Service levels and Maintenance shall be as provided in Schedule-2.

12. Additional Services

Additional services may be provided to Customer on a case to case basis subject to the terms of a separate mutually agreed Professional Services Agreement to be entered into by the parties in this regard.

13. Warranties

- a. GTID warrants that it has the right and power to grant the rights being granted to Customer hereunder.
- b. GTID warrants that, subject to the User Environment, it shall make commercially reasonable efforts to ensure that Customer shall have access to the Solution at all times, except during times of support and maintenance which shall be notified to Customer from time to time. GTID warrants that the Solution will conform substantially to the Documentation.
- c. Except as specifically warranted above, the software, solution and services are provided "as is", and GTID makes no other warranties, express, implied, statutory or otherwise, with respect to the same, and GTID specifically disclaims any implied warranties of merchantability, fitness for a particular purpose or non-infringement. The Warranty contained herein shall not apply if the Solution is not used in accordance with the Documentation or if the non-conformance is due to a modification /extension /alteration of the software. GTID does not warrant that the Solution will operate uninterrupted or that it will be free from minor defects or errors which do not materially affect its performance or that the Solution is designed to all business requirements of Customer.
- d. Specifically, Customer acknowledges and agrees that the Solution will not work if any defects are caused by a third party Database malfunction or if the defects are due to computer hardware, networking or third party software.

14. Confidentiality

- a. Customer shall not disclose to any third party other than Customer's own employees with a need to know, without prior written consent from GTID, the Software, Solution, related Documentation and / or any information known to be confidential that was obtained from GTID. The price and payment terms contained in the Purchase Order and these Terms and Conditions shall for all purposes be Confidential Information of GTID. This confidentiality obligation shall extend to Customer's employees and associate / subsidiary companies /

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concerns. Customer agrees not to destroy or remove any copyright notices, proprietary marks or confidential legends placed or contained in the Software, Solution and documentation.

- b. Intentionally left blank
- c. Intentionally left blank
- d. Both parties shall take such reasonable and prudent steps and precautionary measures as may be required to ensure compliance with this Section by such of their employees, officers, agents, representatives, affiliates and other persons as are given access to such Confidential Information. The obligation of confidentiality shall not apply when the disclosure of same is prompted by an order or direction of a Court or any other legal and competent authority or if the information is disclosed to another party by Customer without any obligations of confidentiality.
- e. The obligations of the parties in this Section shall survive until five (5) years after the termination of this Agreement.

15. Indemnity

Provided Customer is not in breach of any portion of these Terms and Conditions or the Purchase Order, GTID will indemnify Customer in respect of any action against Customer claiming that the Solution infringes any trade secret, copyright or duly issued patent provided that (i) GTID is solely responsible for the infringement, (ii) Customer notifies GTID within two (2) days of receipt of such third party claim ; and (iii) Customer does not settle any claim without the prior written consent of GTID. Subject to this, GTID shall pay all legal and court costs and expenses. If the Software is found to infringe a valid Patent or Copyright, GTID's obligation will be limited to: a) obtaining for Customer, a right to continue using the Solution during the Access Term or b) modifying the Solution such that it does not infringe or c) replacing the Solution with other solution that does not infringe or d) terminating the Access Rights and upon deactivation of the Solution, refund whole or part of the Usage fee paid, less a reasonable charge for the time during which Customer had used the Solution. GTID shall have no liability for and Customer shall indemnify and hold GTID harmless from any claims arising out of: a) the use of other than a current unaltered Solution b) the use of the Solution modified or merged with Customer's other programs c) the use of the Solution in combination with other programs not furnished by GTID d) The unauthorized use of any third party software along with the Solution.

The foregoing states the sole liability to GTID for any patent, trade mark or copyright infringement, or the like and is in lieu of any other warranty against infringement of any kind, express, implied, statutory or otherwise.

16. Disclaimers

- a. GTID does not promise that the Services will be uninterrupted, error free, or completely secure. Customer acknowledges that there are risks inherent due to dependency on internet connectivity, third party service providers that could result in the loss of their privacy, Confidential Information, and property. GTID has no obligation to provide security other than as stated in this Agreement. GTID disclaims any and all warranties not expressly stated in the Agreement, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Customer is solely responsible for the suitability of the service chosen. The Services are provided AS IS, subject to any applicable Service Level described in Schedule 2. Any voluntary services GTID may perform for Customer at Customer's request

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and without any additional charge are provided AS IS, including any services that are deemed Unsupported.

- b. Some of the services are designed to help Customer comply with various regulatory requirements that may be applicable to the Customer. However, Customer is responsible for understanding the regulatory requirements applicable to their business and for selecting and using those services in a manner that complies with the applicable requirements.
- c. Customer is solely responsible for determining the suitability of the Services for their use in light of any applicable regulations enacted from time to time by the concerned authorities.
- d. Intentionally left blank
- e. The features provided in the Solution offered by GTID are subject to change. GTID may modify or remove features or functionality of the Solution from time to time at its sole discretion.

17. Export Matters

Customer represents and warrants that they are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise an person /entity to whom GTID is legally prohibited to provide the Services. Customer undertakes not to use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in United States Export Administration Regulations or any other such country amended from time to time, nor may provide administrative access to the Service to any person (including any natural person or government or private entity) located in or is a national of any country that is embargoed or highly restricted under United States or any other such country's export regulations amended from time to time.

18. Limitation of Liability

- a. Neither GTID nor anyone who has been involved in the creation, production or delivery of the software or solution shall be liable for any direct, indirect, incidental or consequential damages including but not limited to damages resulting from loss of data, or use of the solution, work stoppage, business profits, goodwill computer failure or malfunction, negligence the results of use or the inability to use the solution arising out of any breach of warranty.
- b. GTID's entire liability hereunder for any cause whatsoever and regardless of the cause of action, whether in contract, tort or strict liability shall be limited to the amounts received by GTID for the usage fees in the month preceding the one in which the liability arose.

19. Force Majeure

GTID will not be liable for non-performance due to "force majeure" reasons and / or reasons beyond its reasonable control.

20. Assignment

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Customer shall not assign Customer's rights hereunder without the prior written consent of GTID.

21. Governing Law

- a. Intentionally left blank
- b. Indian law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles and all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort shall be subject to the jurisdiction of courts in Delhi.
- c. Intentionally left blank
- d. Intentionally left blank.
- e. Intentionally left blank.
- f. Intentionally left blank.
- g. Intentionally left blank.
- h. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreements.
- i. In the event of any controversy, difference or dispute arising out of or in the interpretation of any of the terms and conditions of this Agreement or on breach by either party, before approaching the court, the non-breaching party shall bring the said reasons to the notice of the breaching party, and shall amicably try to settle any such issues within 30 days of such notice. In the event of the parties' failure to reach an amicable settlement as mentioned herein, all unresolved controversies, disputes or differences whatsoever arising between the Parties regarding this Agreement shall be referred to arbitration in accordance with laws of the respective countries mentioned above. Parties will endeavor to agree upon sole arbitrator, failing which each Party shall appoint its own arbitrator and the arbitrators so appointed shall appoint the third arbitrator who shall act as Presiding Arbitrator. The Arbitration shall be conducted in English language. The Parties agree to abide by the Award of the Arbitrator(s).

22. Entire Agreement

These terms and Conditions together with the Purchase Order /Proposal supersede all prior agreements, written or oral. Except as may be specified expressly, these terms and conditions can be modified only in writing by the parties. Waiver of breach of any provision of these terms and conditions shall not be deemed a waiver of that provision or any other provision. In the event of any contradiction between these terms and conditions and the Purchase Order/Proposal unless otherwise expressly agreed by the parties, these terms and conditions shall prevail.



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Schedule 1

User Environment details

Customer shall arrange at its cost, for the User Environment and the minimum technical requirements on each User's end. Customer acknowledges and agrees that these are necessary from Customer's end for optimum performance of the Solution. For best user experience the following recommendations are made by GTID:

A. Client Hardware:

ApnaPay iPOS Terminal

Model: SZZT KS8223

B. Client Software:

- a. Android 5.1.

C. Bandwidth Requirement:

Each of the client terminal need to have at least 2MBPS connectivity. Customer to make sure that the actual bandwidth availability should be at least 80% of the subscribed bandwidth. Customers are recommended to go for WiFi connection instead of a Telecom for better performance.

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Schedule 2

Service Levels and Maintenance

1. Definitions:

- a) "Total time"- in hours during the month (example 30x24 hours in a 30 days month)
- b) "Scheduled Downtime "include (but not limited to):
 - I. Anti virus update on windows server
 - II. Routine Preventive Maintenance
 - III. Preventive Maintenance of utilities like AC, UPS, Server Room.
 - IV. Application Version upgrades.
 - V. Cold backups scheduled or as requested by Customer.

2. Customer/ User warrants that he has sufficient rights and is authorized to process the Data using the Solution.

3. Service Level Agreements:

In the event that pursuant to grant of access to the Solution by GTID, Customer have any issues, queries or concerns with respect to usage of the Solution and requires GTID to resolve or respond to the same, Customer shall enter the same into a web based Issue Resolution System which will be provided by GTID to one of Customer's authorized User. The issues entered in this system will be classified by GTID in its sole discretion as Showstopper, Critical Defects, Non-Critical Defects and Trivial Defects.

- a) Showstopper: The presence of a Showstopper implies that the Product cannot be used at all or disrupts the functionality of the Product to the extent that the Product cannot be used per GTID's product specifications. For a Showstopper, GTID will put in its commercial reasonable efforts to resolve the failure within 2 working days after registration as a failure.
- b) Critical Defects: The presence of a critical defect means that the functionality of the Product is affected, but can be used with the intervention of GTID's Customer support personnel or implies that a program or feature in the Product cannot be used although other programs or features remain unaffected or implies that the Product as a whole functions but a certain feature is somewhat disabled. For a critical defect, GTID will put in its commercial reasonable efforts to resolve the failure within 3 working days after registration.
- c) Non-critical defects: The presence of a non-critical defect means that the functionality of the Product is affected in a non-critical area and can be rectified temporarily by a workaround done by the Customer personnel themselves, with or without the assistance of GTID's Customer support personnel so that the programs can be used or implies that a program or feature in the Product cannot be used but does not critically affect the overall operation of the Customer or implies that the Product as a whole functions but a certain feature, which is non critical is somewhat disabled. For a non-critical defect GTID will put in its commercial reasonable efforts to resolve the failure within 5 working days after registration.
- d) Trivial Defects: A trivial defect has no significant effect on the functionality of the Product or the usability of the support materials but has a lot of nuisance value. For a trivial defect, GTID will put its commercial reasonable efforts to resolve the failure within 20 working days after registration.

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Notwithstanding anything contained herein, the aforesaid turnaround time is not applicable if Showstopper, Critical Defects, Non-critical Defects and Trivial Defects are caused due to any act or omission on the part of the Customer.

4. To enable GTID to diagnose and fix defects, Customer shall provide the following:

- a) Full information that would be required to reproduce the defect at GTID including any data that is relevant
- b) Full information on any other software being run concurrently with GTID's product which may have a bearing on the defect.
- c) Full information on any modifications or changes made by their personnel in the product.
- d) Full information on sequence of operations performed before encountering the defect.
- e) Full access to GTID's support personnel to any other software running concurrently with GTID's product.

5. Service Availability

- a) The service level agreement (SLA) in relation to the data access and mobility shall be as provided by Microsoft Azure . GTID reserves right to transfer the data access from Azure to any other third party at its own discretion. Customer agrees to fully cooperate with GTID during such change of service provider. Customer agrees that during such migration, all the SLA in relation to the data access & service availability will not be met and post migration the governing SLA's may change.
- b) Uptime/availability of Services 95.00% (Monitored on monthly basis)
- c) Total Time in a Month shall be 720hrs (24hrs x 30 days)
- d) Scheduled Downtime shall be 12hrs (6hrs x 2/month)

6. Maintenance - Periodic maintenance of the Solution, as per maintenance schedule communicated to Customer in advance every month. The terms and scope of maintenance shall be communicated by GTID from time to time to Customer.

7. Intentionally Left Blank.