

This document ("Agreement") is an electronic record in terms of the Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. By clicking on the "I ACCEPT" button during checkout, You are consenting to be bound by these Customer T&C ("**Terms**") for using this Platform for the purpose of availing the services provided by the Squadstack. Please ensure that you have read and understood all these Terms before you use the Platform of the Company, as you shall be bound by all the Terms contained herein upon clicking the "I ACCEPT" button.

CUSTOMER TERMS AND CONDITIONS

This is a legal agreement between Squadrun Solutions Private Limited, a company incorporated under the Companies Act 2013, and having its Registered Office at 21, Hanuman Road, New Delhi 110001 ("**Company**" or "**Squadstack**") and You (the "**Customer**" or "**You**"). The Company and the Customer shall hereafter collectively be referred as "**Parties**" and individually as "**Party**". The Customer shall be referred to as "**itself**" or "**their**" and shall be interpreted to cover individuals as well as incorporated or unincorporated association of persons who sign up to be the Customer and avail Services on the Platform.

We reserve the right to update and change the terms and conditions from time to time without notice, including the right to change or suspend the services offered by it on the Platform at any time, including but not limited to the nature of these services, hours of availability, databases, hours of available and the software and/or hardware needed to access these services. Any amendment, modification, enhancements or changes to the Platform including the release of new features and resources made available by us from time to time shall be subject to these Terms. The continued use of the Platform after any such changes shall constitute your consent to such changes.

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions** – Defined terms shall have the meaning set forth herein or as defined elsewhere in these Terms:

- (a) "**Acceptance**" means your affirmative action of clicking on the box against the words "I Accept" provided at the end of the Terms, by which action, you unequivocally accept the Terms and any modification thereof.
- (b) "**Applicable Law**" shall mean any statute, law, regulation, ordinance, rule, judgement, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of these Terms or thereafter;
- (c) "**Freelancers**" shall mean the mobile-enabled independent contractors (tele callers) who perform/ carry out Work Products.
- (d) "**Execution date**" is the date on which this Agreement has been signed by all the necessary parties.
- (e) "**Force Majeure Event**" means an act of god, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, epidemics, pandemics, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance;

- (f) **"Intellectual Property"** or **"Intellectual Property Rights"** shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, as the case may be, which exists, or may exist, in any jurisdiction;
- (g) **"Platform"** shall mean the Squadstack software made available to the Customer and Freelancers to perform Work Products;
- (h) **"Work Product(s)"** shall mean a specific project request entered into the software by the Customer or by Squadstack based on Customer's request, that will be performed by Freelancers. A request for such Work Product(s) may be raised either through the use of APIs, by sending us a request over email to create the Work Product; or by sending us a request through our Platform;

2. SERVICES

The Company shall provide the Services to the Customer in accordance with the workflow that is set up by the Customer during the onboarding process on the Customer portal.

The Services shall be determined & requested by the Customer based on the pre-set/standard workflows available on the Customer portal, which may be customized as per the options provided by Squadstack.

The provision of Services shall be strictly in accordance with the selected workflow parameters, and Squadstack shall not be responsible for any deviations unless expressly agreed in writing.

3. CONSIDERATION

The consideration shall be payable on a 'Pay-as-you-go' model as provided on the Customer portal.

'Pay-as-you-go' shall mean that the Customer shall be required to make advance/pre-payment for the Services that it wishes to avail from the Company. The Company shall not process any leads or provide any Services unless there are sufficient credits in the Customer's portal/account.

4. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 4.1. Each Party represents and warrants to the other Party that (a) it is a validly incorporated business entity; (b) the execution and performance of these Terms by the Parties shall not violate any Applicable Law or third-party Intellectual Property and any other agreement the Party has executed with a third party; (c) the Parties shall at all times and at their own expense comply with all Applicable Laws; (d) it has the required knowledge and experience to perform its obligations under these Terms.
- 4.2. Except as expressly provided in these Terms, to the maximum extent permitted by Applicable Law, the software, Platform, and documentation are provided "AS IS", without warranties of any kind either express or implied. To the fullest extent possible pursuant to Applicable Law, Squadstack disclaims all warranties express, implied, statutory or otherwise, including, without limitation, the implied warranties of merchantability, non-infringement, and fitness of a particular purpose.
- 4.3. Further the Customer agrees and acknowledges that it shall be solely responsible to ensure

that all data provided to Squadstack is in compliance with the Unsolicited Commercial Communications Guidelines ("UCC Guidelines") and other applicable law. The Customer agrees to indemnify Squadstack against all claims, losses and damages arising from any non-compliance with the UCC Guidelines and other applicable law by the Customer.

- 4.4. The Customer acknowledges and agrees that SquadStack does not provide any commitments, assurances, or guarantees except for the following:
- a. **Daily Lead Processing Limit:** The number of leads processed per day shall be in accordance with the package subscribed by the Customer.
 - b. **Campaign Health Percentage:** SquadStack shall endeavor to maintain a campaign health percentage as defined in the service agreement. However, the calculation and determination of campaign health shall be at the sole discretion of SquadStack, based on internal performance metrics, data quality, and engagement parameters.

Except for the above, SquadStack does not provide any express or implied warranties, assurances, or commitments regarding lead conversion, business outcomes, or any other performance metrics. Any representations made outside of this Agreement, whether verbal or written, shall not be binding on SquadStack unless expressly incorporated in an amendment to this Agreement.

5. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

- 5.1. The Customer acknowledges that Squadstack is and shall be the sole owner of all Intellectual Property Rights in and to any solutions and/or products that have been developed by Squadstack, so as to enable it to render Services to the Customer. Any rights not expressly granted herein shall be retained by Squadstack.
- 5.2. The Customer further acknowledges that for the Term of its engagement with the Company, Squadstack grants to the Customer a personal, non-exclusive, non-sublicensable, non-transferable licence to remotely access and use the functions and features of the software, in accordance with the documentation.
- 5.3. The Customer agrees and undertakes that it shall not –
- (a) permit any third-party to access the software, except as expressly permitted under these Terms;
 - (b) use, copy, modify or distribute the software, except as expressly permitted under these Terms;
 - (c) create derivative works based on the software;
 - (d) copy, frame or mirror any part of the software;
 - (e) reverse engineer the software, either on their own or with the assistance of any third-party;
 - (f) remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Squadstack and/or Squadstack on the software; and
 - (g) build a competitive product or service, either on their own or with the assistance of any third-party, that competes directly with the Squadstack. The foregoing will not apply in case of the termination of these Terms.
- 5.4. Squadstack acknowledges that any Intellectual Property Rights already owned by the Customer shall remain the sole property of such Customer ("**Customer IP**"). However, so as to enable Squadstack to provide Services and to comply with its obligations under these Terms, the Customer acknowledges that the Customer IP or part thereof will need to be made available to Squadstack. Accordingly, when the Customer uploads, submits, stores, sends or receives content to or through our Platform, it grants Squadstack a worldwide, non-exclusive, transferable licence to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes as may be necessary to help

complete the Work Product efficiently.

- 5.5. Further, the Customer hereby grants a limited, non-exclusive, royalty-free right to Squadstack to use its trademarks, brands, trade names, service marks and logos, solely for the purpose of displaying the same on the Website and/or the Platform.
- 5.6. The Customer acknowledges that anonymized and aggregated data insights derived from the Customer's use of the Services may be used by Squadstack for research, development, and improving the Services, provided that such use does not disclose any identifiable or sensitive Customer information.

6. CONFIDENTIALITY

Both Parties agree that they shall: (i) use reasonable efforts to treat as strictly confidential all Confidential Information shared by the Party disclosing the Confidential Information ("**Disclosing Party**"); (ii) not without the prior written consent of the Disclosing Party, disclose or otherwise make available the Disclosing Party's Confidential Information or any part thereof to any third-party; (iii) not copy or reproduce in any manner whatsoever the Confidential Information of the Disclosing Party without the prior written consent of the Company. For the purposes of these Terms, "**Confidential Information**" shall mean any and all data or information that is of value to a Party and is not generally known to any Third Party. It does not extend to information already in the public domain unless such information has arrived there through unauthorized means.

7. INDEMNIFICATION

Each Party shall defend, indemnify and hold the other Party harmless from and against any losses, damages, claims, judgements, penalties, interests, and expenses (including attorney's fees) arising directly out of: (i) any breach of its obligations under these Terms; or (ii) any willful, fraudulent, unlawful or negligent act or omission by either Party or any of its personnel while performing its obligations pursuant to these Terms; or (iii) any gross violation of Applicable Law. The provisions of this Clause shall survive the termination or expiry of these Terms.

8. LIMITATION OF LIABILITY

- 8.1. None of the Parties, or any of their employees, Freelancers or vendors, shall be liable to any other Party or any other person or entity for an amount of damages under these Terms in excess of the amount of average Consideration paid by such Party for the preceding three (3) months under these Terms.
- 8.2. Under no circumstances shall either Party or any of its employees, Customers or vendors be liable in any amount for special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage, or exemplary or punitive damages.

9. DATA PROTECTION, PROCESSING AND HANDLING

- 9.1. Each Party shall, at its own cost, comply with its obligations under the applicable data protection laws, including but not limited to information duties vis-à-vis possible notifications to the data protection authorities. Each party shall indemnify the other Party and hold it harmless for any claim from third-parties resulting from its non-compliance with its obligations as set forth in this Clause 9.

10. TERM AND TERMINATION

- 10.1. These Terms shall commence on the Execution Date and shall remain in force until terminated earlier in accordance with this Clause 10. ("**Term**").
- 10.2. **Termination for Cause.**

- a. Subject to the remaining terms of this section, either party may terminate the Agreement at any time in the event the other party engages in an act or omission constituting a breach of any term or condition of the Agreement, provided that such breach substantially impacts the ability to fulfill the purpose of this Agreement.
 - b. The party electing to terminate the Agreement shall provide the breaching party with not less than fifteen (15) days' written notice specifying the nature of the breach and its intention to terminate the agreement. The breaching party shall have the said period to cure any alleged breach.
 - c. If the breaching party fails to proceed promptly and diligently to correct the breach then the other party may terminate this Agreement with a subsequent written notice.
 - d. In such an instance, only the unutilised calling minute credits shall be refundable. Any set up fee or calling minutes charged as part of this Agreement shall not be refunded.
- 10.3. **Termination without cause**, shall be permissible based on mutual agreement of the Parties and shall be made in writing. The notice period for termination without cause, by either party, shall be fifteen (15) days or thirty (30) days in the case of a contract tenure of up to two (2) months or more than two (2) months, respectively. In case of Termination without cause, only the unutilised calling minute credits shall be refundable. Any set up fee or calling minutes charged as part of this Agreement shall not be refunded.
- 10.4. Upon termination of these Terms, any rights or authority granted to any Party by the other Party under these Terms shall terminate with immediate effect and all payments accrued before or on the effective date of termination will become immediately due and payable.
- 10.5. Within fifteen (15) business days after any termination, upon the request of the Disclosing Party, the other Party will return or destroy, at the option of the Disclosing Party, all Confidential Information of the Disclosing Party.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of India.
- 11.2. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach, or termination, shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended) and the rules of the Delhi International Arbitration Centre ('**DIAC**'), which are deemed to be incorporated into this clause. The arbitration shall be conducted by a sole arbitrator, unless otherwise agreed, and if the parties fail to agree on the arbitrator within 30 days of a dispute being referred to arbitration, the DIAC shall appoint the arbitrator. The seat and venue of the arbitration shall be New Delhi, India, and the language of the arbitration shall be English.
- 11.3. The award rendered by the arbitrator shall be final and binding on the Parties, and the parties agree to be bound by it.
- 11.4. The rights and remedies provided in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity.

12. MISCELLANEOUS

- 12.1. Assignment: These Terms and the rights and obligations herein may not be assigned by the Customer without the written consent of Squadstack, except to its affiliates. However, Squadstack may, without limitation, assign this agreement without any requirement of any notification to the Customer.
- 12.2. Notices: Except as may be otherwise provided herein, notices or other communications to be given shall be made in writing and by letter or email conversation (followed by written notice by registered post). All notices sent by either Party will be to the address of the other party:

- a. For Squadstack, all notices shall be sent to legal@squadstack.com.
 - b. For the Customer, notices shall be sent to the email address registered with Squadstack at the time of onboarding or as updated in the Customer's account settings.
- 12.3. Force Majeure: Upon the occurrence of a Force Majeure event, the non-performing Party shall be excused from its non-performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such Party continues to attempt to recommence performance to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other Party about the delay.
- 12.4. Survival: The provisions which are by their nature, intended to survive the termination of these Terms, shall survive the termination of these Terms.
- 12.5. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the Agreement as a whole, which shall remain in full force and effect. If any provision is found to be invalid or unenforceable, the Agreement shall be construed as if it does not contain that specific provision. Furthermore, the Parties agree to collaborate in good faith to replace any invalid or unenforceable provision with one that is valid and enforceable and achieves, to the maximum extent legally permissible, the same objective as the provision deemed invalid or unenforceable.