TAQTICS DOCUMENT

Platform License Terms

Version 1.2 | Published 16 Oct 2026

Terms and Conditions of License and Services

1. Introduction

1.1 These terms and conditions of license and services ("**Terms**") govern the Client's access to and use of the Platform and the Services provided by Taqtics.

1.2 These Terms, together with the applicable COF and any documents expressly incorporated herein by reference, constitute a binding agreement between Taqtics and the Client.

2. Terms and Conditions

2.1 These Terms constitute an electronic record and do not require physical execution. The Client shall be deemed to have accepted and agreed to be bound by these Terms upon the earlier of: (i) execution or electronic acceptance of the applicable COF; (ii) clicking an "I Agree", "Accept" or similar button or checkbox indicating acceptance of these Terms; or (iii) accessing or using the Platform or Services after being provided access to these Terms. Where the Client accesses or uses the Platform through or on behalf of its Users, the Client shall be responsible for ensuring that its Users are authorised to accept and use the Platform in accordance with these Terms.

2.2 The Client shall ensure that its Users comply with these Terms and shall be responsible for their access to and use of the Platform and the Services. The Client represents that each User accessing or using the Platform or the Services on its behalf is duly authorised to do so.

2.3 The Client shall use the Platform and the Services in compliance with Applicable Laws and shall not, or permit its Users to, access or use the Platform or the Services where such access or use is prohibited by Applicable Laws or would require Taqtics to obtain any licence, registration or approval that Taqtics is not required to obtain. Taqtics may restrict or suspend access to the Platform or any Service to the extent reasonably necessary to comply with Applicable Laws or address a material breach of these Terms.

2.4 The Privacy Policy and, where applicable, the Data Protection Policy shall apply to the processing of Personal Data in connection with the Platform and the Services, as set out therein.

3. Definitions

3.1 In these Terms, unless the context otherwise requires: (i) capitalized terms defined by inclusion in quotation marks or parentheses shall have the meanings so ascribed to them; and (ii) the following terms shall have the meanings respectively assigned to them below:

3.1.1 "**Account**" means the account established for the Client on or in connection with the Platform through which the Client and its Users are authorised to access and use the Platform and Services in accordance with these Terms and the applicable COF;

3.1.2 "**Add-Ons**" means any additional Products, Modules, Features, functionalities, services or other components made available by Taqtics for an additional fee and subscribed to or activated by the Client in addition to its applicable Subscription Plan;

3.1.3 "**Affiliate**" means, in relation to a Person, any entity that directly or indirectly controls, is controlled by, or is under common control with that Person, where "control" means the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, contract or otherwise;

3.1.4 "**Applicable Laws**" means all laws, statutes, regulations, rules, orders, directions, directives and other legally binding requirements applicable to a Party, the Platform, the Services or the relevant activity, including applicable privacy and data protection laws;

3.1.5 "**Billing Cycle**" means each recurring invoicing period applicable to the Client's subscription, commencing on the date specified or determined in accordance with the applicable COF and these Terms;

3.1.6 "**Change Request Form**" means a written request, order, confirmation or other record, in a form prescribed or accepted by Taqtics, recording or confirming any change to the Subscription Plan, licensed Features, number of Users, Fees, Services or other applicable terms of a COF;

3.1.7 "**Configuration Scope Sheet**" means the customer-specific configuration scope record issued for the applicable subscription, recording the Products, Modules, Features, configuration volumes, training scope, Client inputs and other configuration particulars applicable to the Client's implementation;

3.1.8 "**Client**" means the entity identified as the client in the applicable COF;

3.1.9 "**Client's Business**" means the business activities, products and services owned, operated or managed by the Client;

3.1.10 "**Client's Content**" means any data, information, content, records, materials, documents, files, images, text, configurations, business information and other materials provided, submitted, uploaded, transmitted, stored or otherwise made available by or on behalf of the Client or its Users through or in connection with the Platform or Services, including data relating to the Client's Operations and transactions undertaken through the Platform, but excluding Taqtics' Intellectual Property and any information or data generated by or relating to the operation, security, performance or use of the Platform;

3.1.11 "**Client's Operations**" means the operational activities, processes, workflows and functions undertaken or managed by the Client in connection with the Client's Business;

3.1.12 "**COF**" or "**Customer Order Form**" means the order form executed or otherwise accepted by Taqtics and the Client setting out the applicable Platform licence, Services, Subscription Plan, Fees and other commercial terms applicable to the Client's subscription, as amended or supplemented in accordance with its terms and these Terms;

3.1.13 "**Data Management & Termination Process Policy**" means the data management, handling, export, retrieval, retention and deletion policy and procedures applicable to the Client's Content in connection with the Platform and Services, as set out in **Schedule II** (Data Management & Termination Process Policy) of these Terms. Also include Taqtics' data protection policy governing the processing, protection and security of Personal Data in connection with the Platform and Services, as set out in **Schedule II** (Data Management & Termination Process Policy), as amended or updated by Taqtics from time to time in accordance with its terms and these Terms;

3.1.14 "**Fair Use and Usage Policy**" means Taqtics' fair use and usage policy applicable to the Platform and Services, as made available to the Client at policies.taqtics.in and amended from time to time in accordance with these Terms;

3.1.15 "**Features**" means the functionalities, capabilities and other features of the Platform or any applicable Product or Module made available to the Client as part of the applicable Subscription Plan or otherwise specified in the applicable COF;

3.1.16 "**Fees**" means the fees, charges and other amounts payable by the Client to Taqtics under the applicable COF and these Terms for the Platform, Services, Subscription Plan, Products, Modules, Features, Add-Ons and any other applicable services, usage or charges;

3.1.17 "**Force Majeure Event**" means any event, circumstance or occurrence beyond the reasonable control of Taqtics, whether foreseeable or unforeseeable, that prevents, materially delays or materially impairs Taqtics' performance of its obligations under these Terms, including: (i) acts of God, natural disasters, earthquakes, floods, fires, explosions, storms, extreme or exceptional weather conditions or other natural calamities; (ii) acts or omissions of governmental, regulatory or judicial authorities, changes in Applicable Laws, governmental restrictions, orders, directions, embargoes, import or export restrictions, national emergencies or other governmental actions; (iii) war, armed conflict, hostilities between nations, terrorism, riots, civil commotion, civil war, insurrection, rebellion, sabotage or acts of terrorism; (iv) epidemics, pandemics, outbreaks of infectious diseases, public health emergencies, or related travel restrictions or warnings; (v) strikes, lockouts, labour unrest or other industrial disputes, other than those involving solely Taqtics' personnel; (vi) failures, interruptions, shortages or disruptions affecting electricity, telecommunications, internet connectivity, public utilities, hosting, cloud infrastructure, data centres or other infrastructure used by Taqtics or its service providers; (vii) cyberattacks, denial-of-service attacks, malicious third-party attacks, malware, viruses or other security incidents, except to the extent caused by Taqtics' failure to comply with its express security obligations under these Terms; (viii) shortages or unavailability of materials, equipment, supplies or services; (ix) destruction of or damage to service facilities or other infrastructure; (x) accidents or other events materially affecting Taqtics' ability to perform the Services; and (xi) any other event or circumstance beyond Taqtics' reasonable control;

3.1.18 **"Go-Live Confirmation Report"** means the operational record issued by Taqtics following determination of the License Commencement Date, recording the applicable configuration, enabled Products, Modules, Features and Add-Ons, first end-user or store-user training date, License Commencement Date and applicable subscription period;

3.1.19 "**GST**" means goods and services tax imposed under the applicable laws of India, including any replacement or successor tax thereto;

3.1.20 "**Intellectual Property Rights**" means all intellectual property and proprietary rights, whether registered or unregistered, existing now or created in the future, including: (i) patents, utility models, inventions, discoveries and applications therefor; (ii) copyrights and related rights, including rights in software, source code, object code, databases, literary and artistic works, designs and documentation; (iii) trademarks, service marks, trade names, logos, domain names and other brand identifiers; (iv) design rights, industrial designs and rights in the appearance or configuration of products, interfaces or other materials; (v) trade secrets, know-how, confidential information and other rights in proprietary information; (vi) rights in algorithms, processes, methodologies, specifications, technical information and other technology; (vii) database rights and rights in data compilations; (viii) rights of publicity and other similar proprietary rights; and (ix) all rights to apply for, register, renew, extend, maintain, enforce and obtain protection for any of the foregoing, and all rights, remedies and causes of action relating to infringement, misappropriation or violation of any of the foregoing, in each case in any jurisdiction;

3.1.21 "**License Commencement Date**" means the earlier of: (i) the first day on which end-user or store-user training is delivered by Taqtics; and (ii) the final day of the applicable Onboarding Period;

3.1.22 "**License Term**" means the period commencing on the License Commencement Date and continuing indefinitely unless and until terminated in accordance with these Terms;

3.1.23 "**Losses**" means any and all losses, liabilities, damages, claims, demands, actions, proceedings, judgments, settlements, penalties, fines, costs and expenses, including reasonable legal and professional fees and expenses, actually incurred or suffered by an indemnified party, whether arising in contract, tort, statute or otherwise;

3.1.24 "**Modules**" means the individual functional components or modules of the Platform that may be included in or made available under a Subscription Plan or otherwise subscribed to by the Client under the applicable COF;

3.1.25 "**Partners**" means the contractors, subcontractors, vendors, suppliers, service providers, technology providers and other third parties engaged, appointed or otherwise used by Taqtics or any member of the Taqtics Group in connection with the Platform or Services;

3.1.26 "**Person**" means any individual, company, corporation, partnership, limited liability entity, trust, association, governmental authority or other legal entity, organisation or entity;

3.1.27 "**Personal Data**" means any information relating to an identified or identifiable natural person that is provided, submitted, uploaded, transmitted, stored or otherwise processed by or on behalf of the Client in connection with the Platform or Services and that constitutes "personal data", "personal information", "personally identifiable information" or any similar term under Applicable Laws;

3.1.28 "**Platform**" means the software platform, applications, Modules, Features, functionality, interfaces and related technology made available, operated or provided by or on behalf of Taqtics in connection with the Services, including any updates, upgrades, modifications, enhancements or replacements thereof;

3.1.29 "**Privacy Policy**" means Taqtics' privacy policy governing the collection and processing of Personal Data by Taqtics in connection with the Platform and Services, as made available at policies.taqtics.in, as amended or updated by Taqtics from time to time in accordance with Applicable Laws and its then-current practices;

3.1.30 "**Products**" means the products or product offerings made available by Taqtics through or in connection with the Platform and subscribed to by the Client under the applicable Subscription Plan or COF;

3.1.31 "**Professional Support**" means consulting, platform setup and configuration, training, retraining, optimisation, administrative assistance and other support services provided by Taqtics in relation to the Platform, including configuration of templates, workflows, user roles, locations and dashboards, in each case to the extent included in the applicable COF, Change Request Form or other written arrangement and excluding Help Desk Support;

3.1.32 "**Onboarding Date**" means the date on which Taqtics receives the applicable initial invoice payment in cleared funds in its designated bank account, such payment being treated as received on the date on which the relevant funds are credited to such account and not on the date of remittance instruction, transfer initiation or remittance advice;

3.1.33 "**Onboarding Period**" shall commence on the Onboarding Date and shall continue for the period specified in the applicable COF;

3.1.34 "**Roll-Out Kit**" means the operational and implementation guide provided by Taqtics to the Client setting out the recommended framework, activities, responsibilities, dependencies, readiness requirements and indicative processes for the onboarding, configuration, implementation, training, launch and adoption of the Platform and Services, as may be updated by Taqtics from time to time;

3.1.35 "**Service Level Agreement**" or "**SLA**" means **Schedule I** to these Terms, setting out the service levels, service availability commitments, support and incident management obligations, service credits and other service delivery commitments applicable to the Platform and/or Services specified therein, as amended or supplemented from time to time in accordance with its terms;

3.1.36 "**Services**" means the services provided or made available by Taqtics to the Client in connection with the Platform, as specified in the applicable COF, Subscription Plan or other applicable contractual document;

3.1.37 "**Software**" means any software, application code, object code, executable code, scripts, libraries, databases, modules, interfaces and other software components owned, licensed, developed or otherwise used by Taqtics in connection with the operation, provision or support of the Platform or Services, including any updates, upgrades, modifications, enhancements and replacements thereof;

3.1.38 **"Subscribed Location Licenses" or "SLL"** means the minimum number of location licences committed to by the Client for the applicable Billing Cycle, which constitutes the minimum location billing basis for that Billing Cycle;

3.1.39 "**Subscription Plan**" means the subscription package selected by the Client and specified in the applicable COF, including the applicable Platform functionality, Products, Modules, Features, usage limits, storage entitlements, User entitlements and other components included in such subscription;

3.1.40 "**Taqtics**" means, as applicable, Taqtics India or Taqtics UAE, being the entity identified as the contracting party in the applicable COF;

3.1.41 "**Taqtics India**" means Peachy Technologies Private Limited, a company incorporated under the laws of India, having its registered office currently at 3rd Floor, 572, 3rd Main Road, Above Starbucks, P&T Colony, RT Nagar, Bengaluru, Karnataka - 560032, India, or at such other address as may be notified by Taqtics India from time to time;

3.1.42 "**Taqtics UAE**" means the UAE entity of Taqtics that is identified as the contracting party in the applicable COF, having its registered office or principal place of business in the United Arab Emirates, as specified in such COF;

3.1.43 "**Taqtics Group**" means Taqtics India, Taqtics UAE and its Affiliates from time to time;

3.1.44 "**Taqtics' Intellectual Property**" means the Platform, Software, Taqtics' Technology, Taqtics' Trade Secrets, Taqtics' Marks and all Intellectual Property Rights therein, together with all modifications, enhancements, updates, upgrades, developments, configurations, customisations, improvements and derivative works thereof, whether existing before or developed during the License Term, and whether developed by Taqtics, its Affiliates, Partners or any other Person on its behalf;

3.1.45 "**Taqtics' Marks**" means the trademarks, service marks, trade names, logos, brand names, domain names, business names and other identifying marks owned by or licensed to Taqtics and used in connection with the Platform or Services, together with any associated goodwill;

3.1.46 "**Taqtics' Technology**" means all technology, systems, tools, processes, methodologies, know-how, techniques, algorithms, interfaces, architectures, designs, templates, workflows, configurations and other technical or proprietary materials owned, developed, licensed or otherwise controlled by Taqtics and used or intended for use in connection with the Platform or Services, whether or not incorporated into the Platform or Services and whether existing before or developed during the License Term;

3.1.47 "**Taqtics' Trade Secrets**" means any non-public information, know-how, technical information, business information, methods, processes, algorithms, designs, specifications, architectures, security information and other information relating to the Platform, Software, Taqtics' Technology or Taqtics' business that derives actual or potential economic value from not being generally known and is subject to reasonable measures to maintain its secrecy;

3.1.48 "**Third-Party Services**" means any software, platform, application, infrastructure, hosting, API, telecommunications, connectivity, data, content or other service provided by a third party and used in, integrated with, interoperable with or otherwise connected to the Platform or Services;

3.1.49 "**Usage Limits**" means the User limits, usage parameters, storage limits, transaction limits, Feature limits and other usage restrictions applicable to the Client as specified in the applicable COF, Subscription Plan or Fair Use and Usage Policy;

3.1.50 "**User IDs**" means the individual user accounts, login credentials or other unique access credentials issued or allocated by Taqtics to authorised Users for accessing and using the Platform or Services, as applicable to the relevant Subscription Plan or COF;

3.1.51 "**Users**" means the Client's employees, personnel, representatives, contractors and other persons authorised by the Client to access or use the Platform or Services through the User IDs allocated to the Client, subject to the applicable Subscription Plan, COF and these Terms; and

3.1.52 **"White Glove Onboarding"** means the Professional Support provided during the Onboarding Period specified in the applicable COF, for the applicable additional fee, comprising consultation, platform configuration, user training and retraining and adoption monitoring, in each case within the scope specified in the applicable COF, and which is measured by reference to the applicable number of days and not by reference to Professional Support hours.

4. About the Platform and the Services

4.1 Taqtics provides the Platform and Services as a technology solution intended to enable the Client to manage, monitor and support the Client's Business and the Client's Operations, including workflows, tasks, checklists, audits, issue management, reporting, workforce enablement, asset management and related functionality.

4.2 The Platform enables the Client and its Users to create, upload, manage and access Client's Content and to perform and monitor activities relating to the Client's Business and the Client's Operations. Taqtics provides the technology and related Services but does not operate, manage or control the Client's Business or the Client's Operations. The Client remains solely responsible for its Business and Operations, including its decisions, processes, policies, procedures, compliance requirements, implementation, configuration and use of the Platform, Client's Content and the acts and omissions of its Users.

4.3 Taqtics may process, analyse and otherwise use Client's Content to the extent reasonably necessary to provide, operate, maintain, secure, support and improve the Platform and Services, prevent or address fraud, misuse or security incidents, comply with Applicable Laws and enforce these Terms, in each case subject to the Privacy Policy and, where applicable, the Data Protection Policy. Taqtics may also collect and use technical, diagnostic, usage, performance and other information relating to the operation and use of the Platform and Services for such purposes, including to monitor and improve the performance, security, functionality and reliability of the Platform and Services, provided that such use of Personal Data shall be subject to Applicable Laws and the Data Protection Policy, where applicable. Taqtics may also generate and use aggregated and/or de-identified information derived from the use of the Platform and Services for analytics, benchmarking, research, Product development and improvement, provided that such information does not identify the Client or any individual and does not constitute Personal Data under Applicable Laws.

4.4 Certain Features of the Platform may use automation, analytics, machine learning or artificial intelligence to generate insights, recommendations, classifications, alerts, scores or other outputs ("**Automated Outputs**"). Automated Outputs are provided solely as tools to assist the Client and may be incomplete, inaccurate, delayed or unsuitable for the Client's particular circumstances and do not constitute professional, legal, regulatory, operational or other advice or a determination of compliance. The Client shall independently review and validate Automated Outputs and remains solely responsible for determining whether and how to act upon them and for all decisions, actions and omissions arising from or relating to such outputs.

4.5 The Client shall use the Platform and Services only for their intended purposes and in compliance with Applicable Laws. Taqtics may restrict or suspend access to any part of the Platform or Services to the extent reasonably necessary to comply with Applicable Laws, protect the security or integrity of the Platform, address misuse or unlawful activity, or enforce these Terms.

4.6 The Platform and Services are provided on a non-exclusive basis, and Taqtics may provide similar or competing Products and services to other Persons, including the Client's competitors, subject to its confidentiality obligations under these Terms.

5. Subscription, Payment and Refunds

5.1 **Customer Order Forms**: The Client may subscribe to the Platform and Services from time to time by entering into a COF with Taqtics. Each COF shall specify, as applicable, the Subscription Plan, number of Users, Fees, billing frequency, payment terms, applicable Onboarding Period and other commercial terms. Each COF forms part of these Terms and incorporates these Terms by reference. These Terms, together with the applicable COF and any documents expressly incorporated herein by reference and in the COF, constitute the binding contractual terms between Taqtics and the Client. Each COF and each document expressly incorporated into or forming part of the applicable COF shall form part of the Client's subscription documentation and shall be read together with these Terms. Where a COF expressly sets out terms that are additional to or different from these Terms, such terms shall prevail to the extent of the inconsistency. In all other respects, these Terms shall apply.

5.2 **Subscription and Fees**: The Client shall pay the Fees specified in the applicable COF in accordance with the applicable billing frequency and payment terms. The Fees applicable during each Subscription Year shall be determined in accordance with the applicable COF and these Terms, including any applicable annual price escalation under Clause 7.3.7 (Annual Price Escalation). Unless otherwise stated in the applicable COF, all Fees are exclusive of applicable taxes, duties, levies and similar charges, including GST, which shall be borne and paid by the Client. The Client shall be responsible for all applicable taxes arising from its subscription to or use of the Platform and Services, other than taxes imposed on Taqtics' income.

5.3 **Access-Based Subscription:** Fees are payable for the licensed access and availability of the applicable Products, Modules, Features or Add-Ons during the relevant Billing Cycle and are not contingent upon actual usage, adoption or utilisation. The SLL provisions below govern the minimum committed location billing basis.

5.4 **Subscribed Location Licenses:** The SLL shall constitute the minimum committed location billing basis for the applicable Billing Cycle. Fees shall remain payable based on the applicable SLL irrespective of: (a) the number of locations actually activated; (b) the timing or status of onboarding or implementation; (c) actual rollout or deployment progress; (d) operational usage or user adoption; (e) actual utilisation of the Platform, Products, Modules or Features; (f) suspension, closure, deletion or deactivation of a location; (g) delays attributable to the Client or its personnel, vendors, franchisees or operational teams; (h) internal restructuring, business changes or location consolidation; or (i) whether the Client fully utilises the committed location capacity.

5.5 **Additional Locations, User IDs, Products, Modules, Features and Add-Ons**: The Client may request activation of additional locations, User IDs, Products, Modules, Features or Add-Ons during an active Billing Cycle, subject to availability, applicable technical requirements and Taqtics' approval where required. Unless otherwise specified in the applicable COF or otherwise agreed in writing: (a) additional locations shall be charged on a pro-rata basis from the effective date of activation until expiry of the then-current Billing Cycle; (b) additional User IDs, Products, Modules, Features and/or Add-Ons shall be charged on a pro-rata basis from their respective effective dates of activation until expiry of the then-current Billing Cycle; and (c) Taqtics may invoice such additional charges upon activation or include such charges in the next applicable billing run.

5.6 **Location User ID Allocation**: The number of User IDs available to the Client for allocation across its locations shall be as specified in the applicable COF. The User ID entitlement represents the total number of User IDs purchased by the Client. Once procured, such User IDs may be allocated, reassigned and used across the Client's locations in accordance with the Client's requirements, subject to the applicable Platform functionality and the terms of the applicable Subscription Plan.

5.7 **Reductions, Downgrades and Deactivations**: Any reduction, downgrade or deactivation of locations, User IDs, Products, Modules, Features or Add-Ons requested by the Client during an active Billing Cycle shall not reduce the Fees payable for that Billing Cycle. Unless otherwise expressly agreed in writing: (a) such reduction, downgrade or deactivation shall take effect only from the commencement of the succeeding Billing Cycle; (b) the Client shall provide at least 30 (thirty) days' prior written notice; and (c) any approved reduction shall not result in a reduction below the applicable SLL or any other minimum commercial commitment specified in the applicable COF. No credit, refund, rebate, set-off, carry-forward or fee adjustment shall arise merely because the Client reduces usage, closes or deactivates a location, or ceases to use a Product, Module, Feature or Add-On during an active Billing Cycle.

5.8 **Data Storage and Excess Usage:** The Subscription Plan shall include the monthly data storage entitlement specified in the applicable COF. Where the Client's monthly data storage usage exceeds the applicable included storage entitlement, the additional storage charges specified in the applicable Subscription Plan shall apply. Unless otherwise specified in the applicable Subscription Plan: (a) excess storage usage shall be measured monthly; (b) applicable excess storage charges shall be determined based on the highest additional storage slab reached during the relevant month; (c) excess storage charges shall ordinarily be invoiced in the during or the succeeding Billing Cycle; and (d) storage usage shall be determined based on the Platform's applicable monitoring systems and records. Unused storage entitlement shall not carry forward to any subsequent Billing Cycle.

5.9 **Billing Cycle and Invoicing**:

5.9.1 **Billing Cycle Commencement**: The first Billing Cycle shall commence on the License Commencement Date, and each subsequent Billing Cycle shall commence immediately upon expiry of the preceding Billing Cycle.

5.9.2 **Billing Basis**: Fees for each Billing Cycle shall be calculated based on: (a) the applicable SLL; (b) the Products, Modules, Features and/or Add-Ons subscribed to by the Client; (c) any additional locations, User IDs, Products, Modules, Features, Add-Ons or Services activated during the applicable Billing Cycle; and (d) any applicable excess usage charges and other additional charges payable under these Terms or the applicable COF.

5.9.3 **Invoice Timing**: Unless otherwise specified in the applicable COF, invoices for each Billing Cycle shall ordinarily be raised upfront at the commencement of the applicable Billing Cycle and shall be payable in accordance with the payment terms specified in the applicable COF.

5.9.4 **Mid-Cycle Activation**: Where a Product, Module, Feature, Add-On or location is activated during an existing Billing Cycle, the applicable recurring Fees shall be calculated on a pro-rata basis for the remaining portion of that Billing Cycle, unless otherwise specified in the applicable COF or other applicable contractual document.

5.10 **Payment Terms**: Unless otherwise specified in the applicable COF, invoices issued by Taqtics shall be payable within 15 (fifteen) days from the date of invoice. Any payment terms specifically agreed in the applicable COF shall prevail over this provision.

5.11 **No Refunds and Non-Cancellable Commitments**: Except as expressly provided in these Terms or the applicable COF, all Fees paid or payable by the Client are non-refundable and non-cancellable for the applicable Billing Cycle, including where the Client terminates or ceases to use the Platform or Services before the end of the applicable Billing Cycle. Termination or suspension of access shall not relieve the Client of any payment obligations accrued or otherwise payable under the applicable COF. No refund, credit, set-off or adjustment shall be due solely as a result of the Client's failure to use the Platform or Services, in whole or in part, during any applicable Billing Cycle.

5.12 **Late Payment**: If any amount payable by the Client under the applicable COF is not paid by the applicable due date, Taqtics may, without prejudice to its other rights and remedies under these Terms, charge interest on the overdue amount at the rate of 1.5% per month, or the maximum rate permitted under Applicable Laws, whichever is lower, from the due date until the date of actual payment. The Client shall also reimburse Taqtics for reasonable costs and expenses incurred in recovering overdue amounts.

5.13 **Taxes and Withholding:** All Fees are exclusive of applicable taxes (including GST), duties, levies and governmental charges. If the Client is required by Applicable Laws to withhold or deduct any amount from a payment to Taqtics, the Client shall ensure that such withholding or deduction is made strictly in accordance with Applicable Laws and shall promptly provide Taqtics with valid withholding tax certificates and other supporting documentation. The Parties shall reasonably cooperate to minimise any applicable withholding to the extent legally permissible.

5.14 **No Set-Off:** All Fees and other amounts payable by the Client under these Terms or any applicable COF shall be paid in full without any set-off, counterclaim, deduction or withholding. The foregoing shall not apply to any withholding required by Applicable Laws, provided that the Client complies with the applicable withholding Laws and documentation requirements, where applicable.

6. Grant of License and Features

6.1 **Grant of License**: Subject to the Client's compliance with these Terms and payment of the applicable Fees, Taqtics grants to the Client, during the License Term, a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Platform and the Services solely for the Client's internal business and Operations and in accordance with the applicable Subscription Plan, COF and these Terms.

6.2 **License Features**: The licence granted to the Client entitles the Client to access and use the Features and functionalities of the Platform specified in the applicable COF and Subscription Plan. Taqtics may, from time to time, modify, update, enhance, replace or discontinue any Feature or functionality of the Platform, provided that Taqtics shall use commercially reasonable efforts to maintain substantially equivalent functionality where a discontinued Feature is material to the Client's applicable Subscription Plan. Where specified in the applicable COF, the Platform may be made available with the Client's branding and trademarks and through a URL designated by Taqtics.

6.3 **Upgrades to Licence Features**: The Client may, at any time, upgrade its Subscription Plan or licensed Features by subscribing to additional or enhanced Features made available by Taqtics, subject to the applicable additional fees and charges and Taqtics' prescribed process. If the Client subscribes to any additional or enhanced Features, Taqtics may confirm the upgrade, applicable Features and additional fees in writing, including by email, through the Platform or in an updated COF, Change Request Form or other order confirmation. Upon such confirmation and, where applicable, payment of the additional fees, the upgrade shall take effect and the applicable COF shall be deemed amended solely to the extent necessary to reflect the upgraded Subscription Plan, licensed Features and applicable Fees. The additional or enhanced Features shall thereafter form part of the Platform and Services available to the Client under the applicable Subscription Plan.

6.4 **Creation and Security of Account:** To access the Platform, the Client shall create an Account and shall be provided with access credentials. The Client shall be responsible for maintaining the confidentiality and security of its Account and access credentials and shall promptly notify Taqtics of any actual or suspected unauthorised access to or use of its Account. The Client shall be responsible for all activity undertaken through its Account by the

Client or its Users, and for any third-party access authorised by the Client, except to the extent caused by Taqtics' breach of its obligations under these Terms.

6.5 **Authorised Users:** Access to and use of the Platform and Services shall be limited to the number and categories of Users specified in the applicable COF or Subscription Plan. The Client shall register and manage its Users through the Platform in accordance with Taqtics' prescribed process. The Client shall ensure that each User uses only its own access credentials and shall not permit any User to share credentials with another Person. The Client shall be responsible for ensuring that its Users comply with these Terms and shall remain responsible for all acts and omissions of its Users in connection with their access to or use of the Platform and Services.

6.6 Prohibited Use: The Client shall not and shall not permit any User or other Person to, access or use the Platform or Services except as expressly permitted under these Terms and in compliance with Clause 8 (Licence Restrictions & Acceptable Use).

6.7 **Fair Use and Usage Limits**: The Client's access to and use of the Platform and Services shall be subject to the applicable User limits, usage parameters and other usage restrictions specified in the applicable COF or Subscription Plan and the Fair Use and Usage Policy. The Client shall ensure that it and its Users comply with the applicable Usage Limits and the Fair Use and Usage Policy. The Fair Use and Usage Policy forms an integral part of these Terms and sets out the applicable usage parameters, measurement methodology, fair use requirements, treatment of excess or abnormal usage, additional Fees and the measures that Taqtics may take in response to excessive, abusive or otherwise inappropriate use of the Platform or Services. Where the Client or its Users exceed any applicable Usage Limit or otherwise use the Platform or Services in a manner inconsistent with the Fair Use and Usage Policy, Taqtics may, in accordance with the Fair Use and Usage Policy and upon written notice where reasonably practicable, require the Client to upgrade the applicable Subscription Plan, pay applicable additional Fees, reduce or modify its usage, or, where reasonably necessary, restrict or suspend the relevant functionality or access in accordance with Clause 9.10 (Suspension of Access and Services). The Client shall remain responsible for all usage attributable to its Account and Users, and Taqtics may determine usage based on its system records, usage logs and other reasonable measurement mechanisms maintained in the ordinary course of business. Taqtics' failure to monitor, detect, notify or invoice the Client for excess usage at any particular time shall not constitute a waiver of Taqtics' right to enforce the applicable Usage Limits or recover Fees properly attributable to substantiated excess usage.

6.8 **Verification of Use:** Taqtics may, upon reasonable notice and during normal business hours, verify the Client's compliance with the User, usage and other applicable limits under these Terms and the applicable COF, including through system-generated usage records and other reasonable verification mechanisms. Where Taqtics reasonably determines that the Client has materially exceeded any applicable Usage Limit or otherwise used the Platform in breach of these Terms, the Client shall promptly pay any applicable additional Fees notified by Taqtics. Any verification shall be conducted in a manner reasonably designed to minimise disruption to the Client's Business and Operations.

7. Onboarding, Commencement of License, Term and Termination

7.1 Onboarding

7.1.1 **General Onboarding**: During the Onboarding Period, Taqtics may undertake configuration, implementation, administrator setup, training, testing, validation and other onboarding activities in accordance with the applicable Configuration Scope Sheet and these Terms. Access provided to the Client during the Onboarding Period for configuration, implementation, administrator setup, training or other onboarding activities shall not, by itself, constitute commencement of the License Term or be treated as subscription usage.

7.1.2 **Roll-Out and Implementation:** Taqtics may provide the Client with the Taqtics Roll-Out Kit as an operational and implementation guide setting out the recommended approach, activities, responsibilities, dependencies and readiness requirements for onboarding, configuration, training, launch and adoption of the Platform. The Roll-Out Kit is provided for operational guidance only and does not form part of these Terms or the applicable COF and shall not amend, modify or override any provision of these Terms, the applicable COF, Subscription Plan, Fees, License Commencement Date or other contractual arrangement between the Parties.

7.1.3 **Configuration Scope**: The configuration scope applicable to the Client shall be recorded in the applicable Configuration Scope Sheet. Configuration included during the Onboarding Period shall be provided in accordance with the agreed configuration scope and the applicable Onboarding Period. Where configuration requirements materially exceed the applicable configuration scope, Taqtics shall notify the Client of the additional effort reasonably required and, where applicable, the corresponding fees and timeline. The Client may, in accordance with the applicable commercial process, elect to extend the Onboarding Period for an additional block, defer the excess scope to Professional Support, or have such excess scope delivered as chargeable Professional Support. Requirements falling outside the agreed configuration scope shall not

be treated as included onboarding deliverables unless expressly agreed in writing. If the Client does not communicate its election within 5 (five) days of the notification from Taqtics, the excess scope shall remain pending and shall not form part of the agreed Onboarding Period deliverables until the Client makes its election.

7.2 **Client Dependencies and Delays**: The Client shall provide, within the timelines reasonably requested by Taqtics, the information, data, personnel, approvals, access, devices, connectivity and other dependencies reasonably required for onboarding and implementation. Any delay attributable to the Client, its personnel, vendors, franchisees, consultants, operational teams or other Client-side dependencies shall not extend the applicable Onboarding Period, postpone the License Commencement Date or otherwise entitle the Client to suspend, defer or reduce Fees, SLL or other amounts payable under the applicable COF or Subscription Plan. Notwithstanding the foregoing, where the Client requires additional time for completion of onboarding due to any Client-side delay or dependency, the Client may, subject to Taqtics' availability and agreement, extend the Onboarding Period for an additional period against payment of the applicable additional onboarding Fee.

7.3 **Commencement and Term of Licence**

7.3.1 **License Commencement Date**: The Platform shall be accessible to the Client from the License Commencement Date. Taqtics may make the Platform available before the License Commencement Date for configuration, administrator setup, training and other onboarding activities during the Onboarding Period specified in the applicable COF. Such access shall form part of the onboarding services, shall not commence the License Term and shall not be treated as subscription usage.

7.3.2 **Scheduling of End-User / Store-User Training**: The Client may schedule end-user or store-user training at any time during the Onboarding Period, subject to the Platform being reasonably ready for such training. Where the Client requests or confirms a date for end-user or store-user training and Taqtics confirms such date, such confirmed date shall constitute the applicable training date for purposes of determining the License Commencement Date, notwithstanding any subsequent postponement, cancellation or non-attendance attributable to the Client or its personnel. If no end-user or store-user training is delivered during the Onboarding Period, the License Commencement Date shall in any event be the final day of the Onboarding Period.

7.3.3 **Train-the-Trainer**: Training provided to the Client's project team, Platform administrators, nominated internal trainers or other designated implementation personnel, including Train-the-Trainer sessions, shall not constitute end-user or store-user training for determining the License Commencement Date.

7.3.4 **Go-Live Confirmation Report:** Following determination of the License Commencement Date, Taqtics shall issue a Go-Live Confirmation Report recording, as applicable: (a) the configuration completed; (b) the Products, Modules, Features and/or Add-Ons enabled; (c) the applicable end-user or store-user training date determined in accordance with Clause 7.3.2 ; and (d) the License Commencement Date. The Go-Live Confirmation Report is an operational record issued for the Client's records and shall not require execution by the Client. If the Client believes that any factual particular recorded in the Go-Live Confirmation Report is inaccurate, it may notify Taqtics in writing within 5 (five) days of its issuance, specifying the particular disputed and the basis for the dispute. In the absence of such notice, the factual particulars recorded therein shall be deemed confirmed. For the avoidance of doubt, the Go-Live Confirmation Report shall not amend, override or otherwise modify the applicable COF or any commercial term, including the Fees, Billing Cycle, Subscription Plan or License Commencement Date, except to the extent expressly permitted under Clause 7.3.2. An objection to the commercial consequences of an accurately recorded License Commencement Date shall not constitute a valid objection under this Clause.

7.3.5 **Term of Licence**: The licence granted under these Terms shall commence on the License Commencement Date and shall continue indefinitely unless and until terminated in accordance with these Terms.

7.3.6 **Subscription Years**: For commercial and billing purposes, the License Term shall be divided into successive periods of 12 (twelve) months, each commencing on the License Commencement Date and each anniversary thereof, with each such period constituting a "**Subscription Year**". The applicable COF and the Fees and other commercial terms specified therein shall continue to apply during successive Subscription Years without the need for renewal, re-execution or issuance of a new COF, unless otherwise agreed in writing by the Parties or terminated in accordance with these Terms.

7.3.7 **Annual Price Escalation**: The Fees applicable during the first Subscription Year shall remain fixed for the 12 (twelve) month period commencing on the License Commencement Date. With effect from the commencement of each subsequent Subscription Year, the recurring Fees applicable to the Client shall automatically increase by 8% (Eight percent) over the recurring Fees applicable during the immediately preceding Subscription Year, without the need for any further notice, consent, amendment, renewal, re-execution of the applicable COF or other action by either Party. The revised Fees resulting from such annual escalation shall automatically become applicable from the first day of the relevant Subscription Year and shall

continue to apply for that Subscription Year, subject to any further annual escalation under this Clause. For the avoidance of doubt, the annual price escalation under this Clause shall apply to recurring Fees for the Platform, Products, Modules, Features, Add-Ons, locations and other recurring licensed access, but shall not apply to one-time onboarding fees, implementation fees, Professional Support fees or other one-time charges, unless expressly specified otherwise in the applicable COF.

7.4 **Termination**

7.4.1 **Termination for Material Breach:** Either Party may terminate these Terms by written notice if the other Party materially breaches these Terms and, where such breach is capable of cure, fails to cure such breach within 30 (thirty) days after receiving written notice specifying the breach and requiring its cure. If the breach is incapable of cure, the non-breaching Party may terminate these Terms immediately by written notice.

7.4.2 **Immediate Termination by Taqtics:** Notwithstanding Clause 7.4.1 (Termination for Material Breach), Taqtics may terminate these Terms immediately by written notice if the Client: (a) materially breaches Clause 8 (Licence Restrictions & Acceptable Use); (b) uses the Platform or Services for an unlawful, fraudulent or malicious purpose; (c) creates or causes a material security risk to the Platform, Taqtics or its Partners; (d) becomes insolvent, bankrupt or unable to pay its debts as they fall due, makes an assignment for the benefit of creditors, enters into liquidation or similar proceedings, or ceases to carry on business in the ordinary course; or (e) continues to access or use the Platform after its access has been suspended or its licence or these Terms have been terminated.

7.4.3 **Termination for Legal or Regulatory Reasons**: Either Party may terminate these Terms immediately by written notice if performance of a material obligation of that Party becomes unlawful or prohibited, or is held to be invalid or unenforceable, under Applicable Laws or pursuant to a binding order of a competent court or governmental authority, and the Parties are unable to reasonably restructure such obligation or performance in a lawful manner.

7.4.4 **Termination on Notice**: Either Party may terminate these Terms for convenience by giving the other Party at least 60 (sixty) days' prior written notice, provided that such termination shall take effect only upon expiry of the then-current Billing Cycle. The Parties may terminate these Terms at any time by mutual written agreement.

7.4.5 **Consequences of Termination**: Upon termination of these Terms, the licence granted to the Client shall immediately cease and the Client and its Users shall no longer have any right to access or use the Platform or Services, except as expressly permitted under these Terms. Termination shall not affect any rights, remedies, liabilities or payment obligations accrued before the effective date of termination, and the Client shall remain liable for all Fees and other amounts accrued or payable up to such date. Except as expressly provided in these Terms, Fees paid or payable shall be non-refundable, and no credit, rebate, set-off or carry-forward shall be available in respect of any unused portion of the applicable Billing Cycle or Subscription Year.

8. Licence Restrictions and Acceptable Use

8.1 **Prohibited Uses and Activities**: Except as expressly permitted under these Terms, the Client shall not, and shall not permit any User or any other Person to, directly or indirectly: (i) copy, reproduce, modify, adapt, translate, create derivative works of, distribute, sell, lease, license, sublicense or otherwise commercially exploit the Platform or any part thereof; (ii) reverse engineer, decompile, disassemble, decrypt or otherwise attempt to derive or determine the source code, object code, underlying ideas, structure, algorithms or other proprietary elements of the Platform, except to the extent expressly permitted under Applicable Laws; (iii) circumvent, disable, bypass or interfere with any security, access-control, licensing or technical protection measures of the Platform, or obtain or attempt to obtain unauthorised access to the Platform or any related systems or networks; (iv) remove, alter, obscure or otherwise interfere with any copyright, trademark, proprietary or other intellectual property notices appearing on or in the Platform; (v) use or permit the Platform to be used for the benefit of any third party, including on a service bureau, timesharing, outsourcing or similar basis, except as expressly permitted in the applicable COF; (vi) use the Platform or any information obtained through the Platform to develop, train, test, benchmark, replicate or provide any Product or service that competes with or is substantially similar to the Platform; (vii) conduct or permit any benchmarking, competitive analysis, penetration testing, vulnerability assessment or similar testing of the Platform without Taqtics' prior written consent; (viii) introduce, transmit or upload any virus, malware, malicious code or other harmful material, or otherwise interfere with or disrupt the operation, availability, integrity or security of the Platform; (ix) access or use the Platform through any unauthorised means, interface, tool, script or application, or access any non-public or restricted portion of the Platform; (x) use the Platform or Services in a manner that infringes, misappropriates or otherwise violates any Intellectual Property Rights, privacy rights or other rights of Taqtics or any third party; (xi) upload, transmit, store or otherwise make available through the Platform any material in respect of which the Client does not have the necessary rights, consents or authorisations, or which is unlawful, fraudulent, defamatory, abusive, obscene, threatening or otherwise prohibited under Applicable Laws; (xii) process

or submit Personal Data or any other regulated or sensitive information through the Platform in violation of Applicable Laws, the Privacy Policy or the applicable Data Protection Policy; (xiii) use the Platform or Services for any fraudulent, unlawful, malicious or unauthorised purpose, or in a manner that may cause loss, damage, injury or legal or regulatory liability to Taqtics, its Affiliates, Partners or any third party; or (xiv) use the Platform or Services in any manner that violates Applicable Laws or materially adversely affects the operation, security, integrity or availability of the Platform or Services.

8.2 **User Responsibility**: The Client shall ensure that its Users comply with this Clause and these Terms and shall be responsible for all acts and omissions of its Users in connection with their access to or use of the Platform and Services, including any breach of this Clause by its Users or by any Person to whom the Client or its Users provide access to the Platform.

8.3 **Other Rights and Remedies**: The restrictions in this Clause are in addition to, and do not limit, any other rights or remedies available to Taqtics under these Terms or Applicable Laws, including Taqtics' right to suspend access to or terminate these Terms, the applicable COF or the Client's licence in accordance with these Terms.

9. Platform Operation and Related Matters

9.1 **Platform Services**: Subject to the terms and conditions of these Terms and the applicable COF, Taqtics shall provide the Client with access to the Platform and the Services specified in the applicable COF during the License Term. The Platform and Services are provided as a technology solution to support the Client in managing, monitoring and supporting its Business and Operations. Taqtics does not operate, manage, supervise or control the Client's Business or Operations, and nothing in these Terms shall be construed as Taqtics assuming responsibility for the Client's Business or Operations. The Client shall remain solely responsible for its Business and Operations, including its business decisions, processes, policies, procedures, internal controls, regulatory and compliance requirements, use of the Platform and Services, Client's Content, and the acts and omissions of its Users.

9.2 **Service Level Agreement**: Where the applicable Services are subject to the SLA, the SLA shall form an integral part of these Terms and the applicable COF. The SLA shall apply only to the Services and Modules expressly identified as being subject to the SLA in the applicable COF. Except to the extent expressly modified by the SLA, the rights and obligations of the Parties shall continue to be governed by these Terms and the applicable COF.

9.3 **Support Services**: Where support services are included in the applicable COF, Taqtics shall provide such support services in accordance with the scope specified in the applicable COF and, where applicable, the SLA. The scope, availability, support channels, service levels, response times, severity classifications, escalation procedures and other service commitments applicable to the support services shall be as specified in the applicable SLA or COF, as applicable. Any services requested by the Client outside the agreed scope of Support Services may be provided by Taqtics as additional services, subject to applicable commercial terms agreed between the Parties.

9.4 **Modifications, Enhancements and Upgrades:** Taqtics may, from time to time, modify, enhance, update, upgrade, replace or otherwise change the Platform or any component or functionality thereof for technical, security, maintenance, performance, operational, legal, regulatory or legitimate business reasons. Such changes may include the introduction of new Features or functionality, modification or removal of existing Features or functionality, changes to the underlying technology or infrastructure, and changes to the user interface or technical architecture. Where a change results in the introduction of functionality or Services that are offered as an additional or separately chargeable Features, the Client may be required to pay additional Fees before accessing or using such functionality or Services. Taqtics shall use commercially reasonable efforts to ensure that any modification, enhancement, update or upgrade does not materially reduce the core functionality of the Platform applicable to the Client's Subscription Plan during the License Term. Notwithstanding the foregoing, Taqtics may discontinue or replace any Features, component, technology or functionality where such discontinuation or replacement is reasonably necessary for security, technical, legal, regulatory, operational or legitimate business reasons.

9.5 **Supporting Environment:** The Client shall be responsible, at its own cost, for procuring, maintaining and ensuring the availability, compatibility and security of all facilities, systems, hardware, software, devices, telecommunications, internet connectivity, browsers, networks, equipment and other infrastructure required to access and use the Platform and Services ("**Supporting Environment**"). The Client shall also ensure that its Users have appropriate access to and are adequately trained in the use of the Platform and Services. Taqtics shall not be responsible for any failure, delay, degradation, interruption or unavailability of the Platform or Services to the extent caused by the Client's systems, infrastructure, connectivity, equipment, software, network environment, configurations or other dependencies outside Taqtics' reasonable control.

9.6 **Third-Party Technology and Services:** The Platform and Services may incorporate, interoperate with, depend upon or otherwise use third-party technology, software, platforms, infrastructure, applications, application programming interfaces (APIs), hosting services or other third-party services. The availability, functionality and performance of certain Features of the Platform or Services may therefore depend upon such third-party technology or services. Taqtics may, where reasonably necessary, modify, replace, suspend or discontinue its use of

any third-party technology or service, including where the relevant third party ceases to make such technology or service available, materially changes its terms or functionality, or where Taqtics reasonably determines that such change is necessary for technical, security, legal, regulatory, operational or legitimate business reasons. Taqtics shall not be responsible for any failure, delay, degradation, interruption or unavailability of the Platform or Services to the extent directly attributable to the failure, unavailability, interruption or degradation of third-party technology or services that are outside Taqtics' reasonable control.

9.7 **Affiliates and Service Providers**: Taqtics may engage or use its Affiliates, Partners, contractors, subcontractors, vendors, suppliers, service providers and technology providers in connection with the provision, operation, maintenance, support, hosting, security or improvement of the Platform and Services, without requiring the Client's prior consent. Taqtics may provide such Affiliates and Partners with access to Client Confidential Information and Personal Data to the extent reasonably necessary for them to perform their functions in connection with the Platform and Services, provided that such access and processing shall be subject to applicable confidentiality and data protection obligations and, where applicable, the Data Protection Policy.

9.8 **Excusable Delay & Performance Exclusions:** Taqtics shall not be responsible for any failure, delay, deficiency or non-compliance in providing access to the Platform or performing the Services, or any resulting failure to meet any requirements or performance obligations under these Terms or the applicable COF, to the extent caused by or attributable to: (i) a Force Majeure Event; (ii) any act or omission of the Client, its Users or any other person acting on the Client's behalf, including misuse of the Platform, breach of these Terms, violation of Applicable Laws, negligence or wilful misconduct; (iii) the Client's Content or any information, data or materials provided by or on behalf of the Client; (iv) any act or omission of a third party engaged or controlled by the Client; (v) any Third-Party Services, or any failure, defect, delay or unavailability of a third-party provider; (vi) any restriction, prohibition or requirement imposed by Applicable Laws or any competent governmental or regulatory authority; (vii) the Client's failure to timely provide information, materials, access, approvals, cooperation or other assistance reasonably required by Taqtics to provide the Platform or Services; (viii) any inaccurate, incomplete or misleading information or instructions provided by or on behalf of the Client; (ix) the Client's failure to implement or undertake any corrective or other action reasonably identified by Taqtics as the Client's responsibility; or (x) any other circumstance beyond Taqtics' reasonable control or otherwise not attributable to Taqtics. To the extent any failure, delay, deficiency or non-compliance is caused by or attributable to any matter described in this Clause, Taqtics shall not be considered to be in breach of these Terms or the applicable COF by reason of such failure, delay, deficiency or non-compliance, and the applicable timelines or performance obligations shall be extended or adjusted to the extent reasonably necessary to account for the relevant circumstances. Where the applicable Services are subject to the SLA, the exclusions and limitations expressly set out in this Clause shall apply in addition to the exclusions and limitations set out in the SLA.

9.9 **Training:** Where training is included in the applicable COF, Taqtics shall provide such training in accordance with the scope, duration and format specified in the applicable COF or otherwise agreed in writing. Unless otherwise agreed, training may be provided remotely at times reasonably determined by Taqtics in consultation with the Client. Any additional training, workshops, implementation assistance, Professional Support or other services requested by the Client beyond the scope specified in the applicable COF may be provided by Taqtics subject to availability and applicable additional Fees agreed between the Parties.

9.10 **Suspension of Access and Services**: Taqtics may, without liability, suspend, restrict or limit, in whole or in part, the Client's or any User's access to the Platform or any Services where Taqtics reasonably believes that such access or use: (i) materially breaches these Terms, the applicable COF or any other applicable part of these Terms; (ii) involves non-payment of any amount when due; (iii) creates or may create a security, operational, technical or other material risk to the Platform, Taqtics, its Affiliates, Partners or other users; (iv) involves unlawful, fraudulent or malicious activity, misuse of the Platform or Services, or unauthorised access or use; (v) may expose Taqtics, its Affiliates or Partners to legal or regulatory liability; (vi) materially adversely affects, or may materially adversely affect, the Platform, Services or their security, integrity, availability or performance, or the use of the Platform or Services by other users; or (vii) is reasonably necessary to comply with Applicable Laws or any order, direction or requirement of a competent governmental, regulatory or judicial authority. Where reasonably practicable, Taqtics shall notify the Client before or promptly after such suspension, restriction or limitation and, where the relevant circumstances are capable of remedy, provide the Client with a reasonable opportunity to address or remedy the circumstances giving rise to it. Notwithstanding the foregoing, Taqtics may suspend, restrict or limit access without prior notice where Taqtics reasonably determines that immediate action is necessary to protect the Platform, Services, Taqtics, its Affiliates, Partners or other users, to prevent or mitigate a security or operational risk, or to comply with Applicable Laws or any direction of a competent authority. Taqtics shall restore access when reasonably satisfied that the circumstances giving rise to the suspension, restriction or limitation have been resolved, subject to any other right of Taqtics to suspend, restrict or terminate access under these Terms. Where the applicable Services are subject to the SLA, any suspension, restriction or limitation under this Clause shall be subject to the applicable provisions of the SLA relating to service availability, scheduled maintenance, excluded downtime and other applicable service-level exclusions or limitations.

10. Warranty

10.1 **Taqtics Warranty:** Taqtics warrants that, during the applicable License Term, the Platform will materially perform in accordance with the applicable written specifications made available by Taqtics to the Client. This warranty shall not apply to any failure, error, defect, malfunction, deficiency or non-performance arising from or attributable to: (a) misuse of the Platform or Services by the Client or its Users, including use otherwise than in accordance with these Terms, the applicable COF or Taqtics' written instructions; (b) failure by the Client or its Users to comply with such instructions; (c) failure by the Client to provide, maintain or operate the Supporting Environment; (d) Third-Party Services or any third-party technology or services; (e) any security breach or unauthorised access to the Client's Account not attributable to Taqtics; or (f) any act, omission, event, circumstance or condition not attributable to Taqtics, its Affiliates or its Partners.

10.2 **Warranty Remedy:** Subject to these Terms, the Client's sole and exclusive remedy for any breach of the warranty set out in Clause 10.1 shall be for Taqtics, at no additional cost to the Client, to use commercially reasonable efforts to correct the relevant failure, error, defect, malfunction, deficiency or non-performance or provide a reasonable workaround. If Taqtics is unable to correct the relevant failure, error, defect, malfunction, deficiency or non-performance within a reasonable period, the Client may terminate the applicable COF and the licence granted under these Terms in respect of that COF, and Taqtics shall refund the Fees actually paid by the Client in respect of the unexpired portion of the then-current Billing Cycle, calculated on a pro-rata basis. For Services subject to the SLA, the service levels, service availability commitments, incident management obligations and service credits specified in the SLA shall apply in accordance with its terms, and the remedies expressly specified in the SLA shall apply to any failure to meet such service levels.

10.3 **Disclaimer of Other Warranties**: Except for the express warranty set out in Clause 10.1, Taqtics does not warrant that the Platform or Services will be uninterrupted, error-free, bug-free or free from security vulnerabilities, or that they will meet the Client's particular requirements or expectations. To the maximum extent permitted by Applicable Laws, the Platform and Services are provided on an "as is" and "as available" basis, and Taqtics disclaims all other warranties, whether express, implied or statutory, including warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranties arising from course of performance or dealing.

10.4 **Client Responsibility**: The Client acknowledges that its access to and use of the Platform and Services is at its own discretion and risk. The Client is responsible for determining whether the Platform and Services are suitable for its requirements and for its use of the Platform and Services to achieve its intended results. Taqtics shall not be responsible for any damage to the Client's systems or loss of data to the extent arising from the Client's use of the Platform or Services, except to the extent caused by Taqtics' breach of these Terms or as otherwise provided under these Terms.

11. Client's Responsibilities

11.1 **Support and Cooperation:** The Client shall provide Taqtics with such information, access, cooperation, resources, approvals and assistance as may be reasonably required for the provision, implementation, operation and proper use of the Platform and Services, and shall promptly respond to Taqtics' reasonable requests and queries. The Client shall perform its obligations under these Terms in a timely manner and shall be responsible for any delay,

failure or deficiency in the Platform or Services to the extent resulting from the acts or omissions of the Client, its Users, representatives, contractors or other persons acting on its behalf.

11.2 **Approvals, Licences and Authorisations:** The Client shall obtain and maintain, at its own cost, all registrations, permissions, approvals, consents, licences and other authorisations required under Applicable Laws or otherwise necessary for the Client to conduct its Business and Operations and perform its obligations under these Terms.

11.3 **Legal and Regulatory Compliance:** The Client shall ensure that its Business, Operations, Client's Content and use of the Platform and Services comply with all Applicable Laws. Where Applicable Laws impose requirements on the Client that are stricter than those expressly set out in these Terms, the Client shall comply with such requirements.

11.4 **Supporting Environment:** The Client shall provide, maintain and operate the Supporting Environment necessary to access and use the Platform and Services in accordance with these Terms and any reasonable technical requirements notified by Taqtics. The Client shall be responsible for ensuring that its Users are appropriately trained and have the necessary skills to use the Platform and Services.

11.5 **Systems and Resources:** The Client shall, at its own cost, provide and maintain such systems, equipment, connectivity, personnel and other resources as are reasonably necessary for the Client to access and use the Platform and Services and perform its obligations under these Terms.

11.6 **Client Terms and Business Compliance:** The Client shall ensure that its Users are provided with, and comply with, the Client's applicable terms, policies and procedures governing their use of the Platform and the Client's Business and Operations. The Client shall be solely responsible for the supervision, management and control of its Business and Operations and for ensuring that its Business, Operations, Client's Content and use of the Platform and Services comply with Applicable Laws.

11.7 **Authorised Users and Account:** The Client shall ensure that access to and use of the Platform is limited to Users authorised under the applicable COF and that each User accesses the Platform only through such User's designated credentials. The Client shall be responsible for all activities undertaken through its Account by or on behalf of the Client or its Users.

11.8 **Supervision and Control:** The Client shall be solely responsible for the supervision, control and management of its access to and use of the Platform and Services, including ensuring that the Platform and Services are used only for the purposes permitted under these Terms and the applicable COF.

11.9 **Notice and Risk Management:** The Client shall promptly notify Taqtics of any actual or suspected unauthorised access to its Account, security incident, misuse of the Platform or other circumstance that may materially affect the Platform, Services or the Client's obligations under these Terms, and shall take reasonable steps to mitigate any resulting or potential harm.

11.10 **Security and Backup:** The Client shall maintain appropriate security measures for its Account, User credentials, systems and Client's Content and shall maintain appropriate backups of Client's Content where reasonably necessary for its business continuity and requirements. The Client shall also maintain appropriate procedures to protect, recover and restore its Client's Content in the event of errors, malfunctions or unavailability affecting the Platform or the Client's Supporting Environment.

11.11 **Account Manager:** The Client shall designate an account manager as its primary point of contact for operational matters relating to the Platform and Services ("Account Manager"). The Account Manager shall coordinate the Client's obligations under these Terms and shall be authorised to provide and receive operational communications on the Client's behalf. The Client may replace its Account Manager from time to time by notifying Taqtics.

12. Client's Content

12.1 **Upload and Responsibility**: The Client shall be solely responsible for all Client's Content uploaded, transmitted, stored or otherwise made available by or on behalf of the Client or its Users through or in connection with the Platform or Services, and shall ensure that such Client's Content and its use through the Platform and Services comply with Applicable Laws and these Terms. The Client represents and warrants that it has, and shall maintain, all rights, licences, consents, permissions and authorisations necessary to provide the Client's Content to Taqtics and to permit Taqtics, its Affiliates and Partners to access, host, store, use and otherwise process the Client's Content as contemplated by these Terms. Taqtics shall not be responsible for the accuracy, completeness, legality or validity of the Client's Content or for any transactions, activities, decisions or operations undertaken by the Client or its Users through or in reliance on the Platform or Services.

12.2 **Access and Processing**: Taqtics shall not be required to monitor or proactively screen the Client's Content or the activities of the Client or its Users. Taqtics may, however, access, review, use, process, reproduce, transmit, format, modify or otherwise handle the Client's Content to the extent reasonably necessary to: (i) provide, operate, maintain, secure, support and improve the Platform and Services; (ii) respond to support requests and provide

technical or operational assistance; (iii) detect, prevent, investigate or address fraud, misuse, security incidents, unlawful activity, technical issues or threats to the Platform, Services or any user; (iv) comply with Applicable Laws or any order, direction or requirement of a competent governmental, regulatory or judicial authority; (v) enforce these Terms, the applicable COF or any applicable policies; or (vi) otherwise perform Taqtics' obligations or exercise its rights under these Terms. Taqtics may use automated tools, systems and technologies, including analytics and machine learning techniques, for the foregoing purposes. Where Taqtics reasonably believes that any Client's Content: (a) violates these Terms or Applicable Laws; (b) creates or may create a security, operational or technical risk; (c) materially adversely affects the Platform or Services or the use thereof by other users; or (d) may expose Taqtics, its Affiliates or Partners to legal or regulatory liability, Taqtics may remove, restrict access to or require the Client to remove such Client's Content. Where required or permitted by Applicable Laws, Taqtics may report suspected unlawful activity to the relevant governmental, regulatory or law enforcement authority and cooperate with lawful investigations, requests or proceedings.

12.3 **Ownership and Licence**: As between the Parties, the Client retains all right, title and interest in and to the Client's Content and all Intellectual Property Rights therein. Nothing in these Terms shall transfer any ownership interest in the Client's Content to Taqtics. The Client grants to Taqtics, its Affiliates and Partners a non-exclusive, royalty-free, worldwide licence during the License Term, and thereafter to the extent reasonably necessary for any permitted retention or other continuing obligations under these Terms, to access, host, store, reproduce, transmit, format, modify and otherwise process the Client's Content solely to the extent reasonably necessary to: (i) provide, operate, maintain, secure, support and improve the Platform and Services; (ii) perform Taqtics' obligations and exercise its rights under these Terms; and (iii) comply with Applicable Laws or the requirements of any competent governmental, regulatory or judicial authority.

12.4 **Client's Representations**: The Client represents and warrants that: (i) it has all rights, licences, consents, permissions and authorisations necessary for the collection, provision, uploading, transmission, storage and processing of the Client's Content as contemplated by these Terms; (ii) the Client's Content and Taqtics' processing of the Client's Content in accordance with these Terms will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, privacy rights, contractual rights or other rights of any third party; and (iii) the Client's provision and use of the Client's Content through the Platform and Services comply with Applicable Laws. The Client shall be responsible for any Losses arising from any third-party claim to the extent resulting from: (a) the Client's Content; (b) the Client's failure to obtain any required right, licence, consent, permission or authorisation; or (c) the Client's breach of this Clause, in each case subject to the indemnification provisions of these Terms.

12.5 **Export and Deletion**: Upon termination of the applicable COF or these Terms, the Client may request an export of its Client's Content in accordance with the Data Management & Termination Process Policy. Taqtics shall provide such export in accordance with the procedures and format specified in that Policy, subject to applicable technical limitations and the Client having paid all amounts due to Taqtics. The Client shall be responsible for retrieving, reviewing and verifying the completeness and accuracy of any exported Client's Content. Following expiry of the applicable retention period specified in the Data Management & Termination Process Policy, Taqtics may delete the Client's Content from its systems, unless retention is required under Applicable Laws or is reasonably necessary for legal, regulatory, security, compliance, audit, dispute-resolution or legitimate business-continuity purposes. Any Client's Content retained pursuant to this Clause shall remain subject to the confidentiality and data protection obligations applicable to such Client's Content under these Terms.

12.6 **Analytics, Aggregated Data and AI/Model Improvement**: Taqtics may collect and use technical, diagnostic, usage, performance and other information generated through or relating to the Client's and its Users' use of the Platform and Services for purposes of operating, maintaining, securing, analysing, monitoring, supporting, improving and developing the Platform and Services, including analytics, benchmarking, research, Product development and Product improvement. Taqtics may create and use aggregated and/or de-identified information derived from Client's Content and such technical, usage, performance and other information ("**Aggregated Data**"), provided that such Aggregated Data: (i) does not identify the Client, any User or any other individual; and (ii) cannot reasonably be used to re-identify the Client, any User or any other individual. Taqtics may use and disclose Aggregated Data for its legitimate business purposes, including analytics, benchmarking, research, Product development, Product improvement and development of new Products and services. Except as expressly agreed by the Client in writing, Taqtics shall not use Client's Content, or data that identifies the Client, its Users or any individual, to train, develop or improve any general-purpose or third-party artificial intelligence or machine learning model. For the avoidance of doubt, nothing in this Clause prevents Taqtics from using automated processing, analytics, machine learning techniques or similar technologies on Client's Content to the extent reasonably necessary to provide, operate, maintain, secure, support or improve specific Features or functionality of the Platform and Services, provided that such processing does not result in the Client's Content being used to train a general-purpose or third-party artificial intelligence or machine learning model or being disclosed to another customer.

13. Intellectual Property Rights and Ownership

13.1 **Taqtics' Intellectual Property**

13.1.1 **Ownership**: As between Taqtics and the Client, Taqtics and/or its licensors shall retain all right, title and interest in and to Taqtics' Intellectual Property. All Intellectual Property Rights in Taqtics' Intellectual Property shall vest in and remain with Taqtics and/or its applicable licensors. Except for the limited rights expressly granted to the Client under these Terms and the applicable COF, the Client shall acquire no right, title or interest in or to Taqtics' Intellectual Property.

13.1.2 **Developments and Improvements**: Any modifications, enhancements, updates, upgrades, configurations, developments, improvements, derivative works, processes, methodologies, know-how or other materials developed, created or acquired by or on behalf of Taqtics in connection with the Platform or Services, whether developed independently or in the course of providing the Platform or Services to the Client, shall form part of Taqtics' Intellectual Property, including where such developments or improvements incorporate or are based upon feedback, suggestions or requirements provided by the Client or its Users.

13.1.3 **Platform Content:** All content and materials made available through or forming part of the Platform, other than Client's Content, including its design, layout, interfaces, graphics, text, logos, icons, images, audio, video, data compilations, Software and other materials, and the selection, arrangement, compilation and "look and feel" thereof, shall be owned by or licensed to Taqtics, its Affiliates, licensors or other applicable third parties and shall constitute Taqtics' Intellectual Property or be subject to the applicable third-party rights. The Client shall not reproduce, copy, modify, distribute, publish, transmit, display, create derivative works from or otherwise use or exploit any such content or materials except as expressly permitted under these Terms.

13.1.4 **Taqtics' Marks:** The Client shall not use, reproduce, modify, display, publish, distribute or otherwise exploit any trademarks, trade names, logos, service marks or other marks owned or controlled by Taqtics or its Affiliates ("**Taqtics' Marks**"), except as expressly permitted under these Terms or with Taqtics' prior written consent. Any goodwill arising from the Client's permitted use of Taqtics' Marks shall accrue solely to the benefit of Taqtics or the applicable owner of such Taqtics' Marks.

13.1.5 **No Transfer or Implied Rights:** Except for the limited licence expressly granted to the Client under these Terms and the applicable COF, nothing in these Terms shall be construed as transferring or granting to the Client any right, title, interest or licence in or to Taqtics' Intellectual Property, whether expressly, by implication, estoppel or otherwise. All rights not expressly granted to the Client are reserved by Taqtics and its applicable licensors.

13.2 **Client's Materials**

13.2.1 **Ownership:** As between the Parties, the Client shall retain all right, title and interest in and to any trademarks, logos, materials, content or other Intellectual Property Rights provided by or on behalf of the Client to Taqtics for use in connection with the Platform or Services ("**Client Materials**"), excluding any Taqtics' Intellectual Property incorporated therein.

13.2.2 **Licence to Taqtics:** The Client grants to Taqtics, its Affiliates and Partners a non-exclusive, royalty-free, worldwide licence during the License Term to use, reproduce, display, transmit, format, modify and otherwise process the Client Materials solely to the extent reasonably necessary to provide, operate, maintain, support and improve the Platform and Services and perform Taqtics' obligations under these Terms. Taqtics may permit its Affiliates and Partners to exercise such rights to the extent reasonably necessary for the provision of the Platform and Services, subject to the confidentiality and other applicable obligations under these Terms.

13.2.3 **Client Responsibility:** The Client represents and warrants that it has all rights, licences, consents and authorisations necessary to provide the Client Materials to Taqtics and to grant the rights set out in this Clause, and that Taqtics' permitted use of the Client Materials in accordance with these Terms will not infringe, misappropriate or otherwise violate any third-party rights or Applicable Laws.

13.2.4 **Feedback**: The Client and its Users may provide Taqtics with suggestions, recommendations, ideas, enhancement requests, comments or other feedback relating to the Platform or Services ("**Feedback**"). The Client grants to Taqtics a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable right and licence to use, reproduce, modify, adapt, incorporate, create derivative works from, disclose and otherwise exploit such Feedback for any purpose, including to develop, improve, modify and commercialise the Platform and Services and develop new Products, services, Features and functionality, without any obligation to compensate or attribute the Client or its Users.

14. Confidentiality

14.1 **Confidential Information**: For the purposes of these Terms, "**Confidential Information**" means any non-public, confidential or proprietary information disclosed or made available by or on behalf of one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether before or after the acceptance of these Terms or the execution of the COF and whether in oral, written, electronic, visual or any other form, including information relating to the Disclosing Party's business, operations, customers, suppliers, Products, services, finances, pricing, plans, strategies, processes, know-how, technology, systems, security, Intellectual Property Rights and other proprietary information. In the case of Taqtics, Confidential Information includes the Taqtics' Intellectual Property. In the case of the Client, Confidential Information includes the Client's Content, Client's Business, Client's Operations and information relating to the Client's customers, personnel and business activities. Confidential Information shall also include information that, having regard to the nature of the information and the circumstances of its disclosure, a reasonable person would understand to be confidential or proprietary, whether or not such information is marked, labelled or otherwise identified as confidential.

14.2 **Obligations of Receiving Party**: The Receiving Party shall: (i) keep the Disclosing Party's Confidential Information confidential and protect it using at least reasonable care and, in any event, no less than the degree of care it applies to protect its own confidential information of a similar nature; (ii) use the Confidential Information solely for the purposes of performing, receiving or exercising its rights and obligations under these Terms and the applicable COF; and (iii) not disclose, publish, disseminate or otherwise make available the Confidential Information to any Person except as expressly permitted under these Terms. The Receiving Party shall limit access to the Disclosing Party's Confidential Information to those Persons who have a legitimate need to know such information for purposes relating to these Terms and the applicable COF and who are subject to confidentiality obligations consistent with those set out in these Terms.

14.3 **Permitted Disclosures**: The Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates, directors, officers, employees, professional advisers, auditors, insurers, contractors, Partners, service providers, financing sources and other representatives who have a legitimate need to know such information for purposes relating to these Terms and the applicable COF, provided that such Persons are subject to confidentiality obligations appropriate to the nature of the information disclosed. The Receiving Party shall remain responsible for any breach of this Clause by any Person to whom it discloses the Disclosing Party's Confidential Information.

14.4 **Compelled Disclosure**: The Receiving Party may disclose Confidential Information to the extent required by Applicable Laws or by any order, direction or requirement of a competent court, governmental, regulatory or judicial authority. To the extent legally permitted, the Receiving Party shall promptly notify the Disclosing Party of such requirement and shall reasonably cooperate, at the Disclosing Party's cost, in seeking confidential treatment, protective relief or other appropriate protection of the Confidential Information. Nothing in this Clause shall require the Receiving Party to challenge or contest any such requirement or prevent a disclosure that is legally required.

14.5 **Exclusions**: Confidential Information shall not include information that the Receiving Party can demonstrate: (i) is or becomes publicly available other than as a result of a breach of these Terms or any other confidentiality obligation; (ii) was lawfully known to the Receiving Party without restriction on disclosure before its disclosure by or on behalf of the Disclosing Party; (iii) is lawfully received by the Receiving Party from a third party that, to the Receiving Party's knowledge, is not subject to any obligation restricting disclosure of such information; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. For the avoidance of doubt, a combination of information shall not be deemed to fall within the foregoing exclusions merely because individual elements of such combination are publicly available or otherwise within an exclusion, unless the combination itself falls within an exclusion.

14.6 **Return, Retention and Destruction**: Upon the Disclosing Party's written request or upon termination of the applicable COF or these Terms, the Receiving Party shall, subject to Applicable Laws, return or securely destroy the Disclosing Party's Confidential Information in its possession or control, except to the extent such information is: (i) required to be retained under Applicable Laws; (ii) required to be retained for legal, regulatory, compliance, audit, insurance, dispute resolution or record-keeping purposes; (iii) contained in routine electronic back-ups, archives or disaster-recovery systems maintained in accordance with the Receiving Party's ordinary business practices; or (iv) reasonably necessary to be retained for legitimate business continuity or security purposes. Notwithstanding the foregoing, the handling, export, retention and deletion of Client's Content shall be governed by Clause 12.5 (Export and Deletion) and the Data Management & Termination Process Policy. Any Confidential Information retained pursuant to this Clause shall remain subject to the confidentiality obligations set out in these Terms for so long as it is retained.

14.7 **No Transfer of Rights:** Except for the limited rights expressly granted under these Terms, disclosure of Confidential Information shall not confer upon the Receiving Party any right, title, interest, licence or other right in or to the Confidential Information or any Intellectual Property Rights therein.

14.8 Duration: The obligations under this Clause shall commence upon the first disclosure of Confidential Information and shall continue throughout the License Term and for 3 (three) years following termination of these Terms or the applicable COF. Notwithstanding the foregoing, with respect to any Confidential Information that constitutes a trade secret under Applicable Laws, the obligations under this Clause shall continue for so long as such information remains a trade secret.

15. Privacy and Data Protection

15.1 **Privacy Policy:** Taqtics' collection, use, disclosure and other processing of personal information in connection with the administration, operation and provision of the Platform and Services shall be governed by Taqtics' Privacy Policy, as made available to the Client from time to time. The Privacy Policy is incorporated into and forms an integral part of these Terms. The Client acknowledges that the Privacy Policy may be updated or amended by Taqtics from time to time to reflect changes in Applicable Laws, regulatory requirements, technology, security practices or Taqtics' business practices, provided that Taqtics shall not make any material change to the Privacy Policy in a manner that materially reduces the protections applicable to Personal Data processed on behalf of the Client during the applicable License Term, except where reasonably necessary to comply with Applicable Laws or regulatory requirements.

15.2 **Processing of Personal Data:** To the extent Taqtics processes Personal Data on behalf of the Client in connection with the provision of the Platform or Services, such processing shall be governed by the Data Protection Policy. The Data Protection Policy shall form an integral part of these Terms and shall apply to the processing of Personal Data by Taqtics, its Affiliates and Partners on behalf of the Client to the extent and in the manner specified therein.

15.3 **Client's Responsibilities:** The Client shall be responsible for ensuring that its collection, use, disclosure, provision and other processing of Personal Data, and its instructions to Taqtics regarding the processing of Personal Data, comply with Applicable Laws. The Client shall obtain and maintain, at its own cost, all notices, consents, permissions, authorisations, lawful bases and other rights required under Applicable Laws to enable Taqtics, its Affiliates and Partners to process Personal Data in accordance with these Terms, the applicable COF and the Data Protection Policy. The Client shall ensure that all instructions provided by or on behalf of the Client to Taqtics regarding the processing of Personal Data are lawful and do not require Taqtics to undertake any processing that would violate Applicable Laws.

15.4 **Ownership of Personal Data:** As between the Parties, the Client retains all right, title and interest in and to the Personal Data provided by or on behalf of the Client. Nothing in these Terms or the Data Protection Policy shall be construed as transferring, assigning or granting to Taqtics, its Affiliates or Partners any ownership interest in or to such Personal Data. For the avoidance of doubt, nothing in this Clause limits or restricts Taqtics' rights in or to Taqtics' Intellectual Property, Aggregated Data or other information that does not constitute Personal Data, in each case as expressly permitted under these Terms.

15.5 **Compliance with Data Protection Laws:** Each Party shall comply with the obligations applicable to it under Applicable Laws relating to privacy, data protection and security in connection with its performance of these Terms. The Client shall not provide, upload or otherwise make available to Taqtics any Personal Data unless the Client is lawfully entitled to do so and is authorised to permit Taqtics, its Affiliates and Partners to process such Personal Data for the purposes contemplated by these Terms and the Data Protection Policy. The Client shall be responsible for responding to and managing requests, complaints or enquiries from data subjects or individuals relating to Personal Data for which the Client is responsible.

15.6 **Data Processing Instructions**: Taqtics shall process Personal Data on behalf of the Client only in accordance with these Terms, the applicable COF, the Data Protection Policy and any other lawful instructions provided by the Client from time to time. Taqtics may process Personal Data without further instruction to the extent reasonably necessary to: (i) provide, operate, maintain, secure, support or improve the Platform and Services in accordance with these Terms and the Data Protection Policy; (ii) prevent or address fraud, security incidents, misuse or technical issues; (iii) comply with Applicable Laws or any order, direction or requirement of a competent governmental, regulatory or judicial authority; or (iv) otherwise exercise its rights or perform its obligations under these Terms or the Data Protection Policy. Where Taqtics is required under Applicable Laws to process Personal Data in a manner that is inconsistent with the Client's instructions, Taqtics may undertake such processing to the extent legally required and shall, to the extent legally permitted, inform the Client of such requirement.

15.7 **Affiliates and Partners**: The Client acknowledges and agrees that Taqtics may engage or use its Affiliates and Partners in connection with the provision of the Platform and Services and that such Affiliates and Partners may process Personal Data to the extent reasonably necessary for the performance of their respective services. Any such processing shall be subject to the applicable requirements of the Data Protection Policy and Applicable Laws.

15.8 **Security Measures**: Taqtics shall implement and maintain reasonable technical and organisational measures designed to protect Personal Data processed by Taqtics on behalf of the Client against unauthorised or unlawful access, use, disclosure, alteration or destruction, having regard to the nature of the Personal Data and the risks associated with its processing. The specific security measures, obligations relating to security incidents and any other data-security commitments applicable to Taqtics shall be as set out in the Data Protection Policy and, where applicable, the SLA.

15.9 **Data Protection Precedence**: In the event of any conflict or inconsistency between the Data Protection Policy and these Terms in relation to the processing, protection or security of Personal Data, the Data Protection Policy shall prevail to the extent of such conflict or inconsistency. In the event of any conflict or inconsistency between the Privacy Policy and the Data Protection Policy in relation to the processing of Personal Data on behalf of the Client, the Data Protection Policy shall prevail to the extent of such conflict or inconsistency. In all other matters, these Terms shall prevail.

16. Non-Solicitation of Taqtics' Personnel

16.1 During the License Term and for a period of 12 (twelve) months thereafter, the Client shall not, directly or indirectly, without Taqtics' prior written consent: (i) solicit, induce or encourage any employee, officer, director, consultant, agent, representative or subcontractor of Taqtics who is materially involved in providing the Platform or Services to the Client (collectively, "**Taqtics' Personnel**") to leave, resign from or terminate their employment, engagement or other relationship with Taqtics; (ii) solicit, induce or encourage any Taqtics' Personnel to breach any contractual, confidentiality, fiduciary or other obligations owed to Taqtics; or (iii) knowingly employ, engage or contract directly with any Taqtics' Personnel for the provision of services that are substantially similar to the services such person provided to the Client through Taqtics, where such employment, engagement or contract results directly from a solicitation or inducement by the Client in breach of this Clause.

17. Indemnification

17.1 **Client Indemnification**: The Client shall indemnify, defend and hold harmless Taqtics, its Affiliates and their respective directors, officers, employees, consultants, agents, representatives, Partners, licensors, contractors, vendors and service providers (collectively, the "**Taqtics Indemnified Parties**") from and against any and all Losses arising out of or in connection with any third-party claim, action, proceeding or demand, to the extent resulting from or arising out of: (i) the Client's or any User's breach of these Terms or the applicable COF; (ii) the Client's or any User's access to or use of the Platform or Services in violation of these Terms or Applicable Laws; (iii) the Client's Content, including any allegation that the Client's Content, or Taqtics' processing or use of the Client's Content in accordance with these Terms or the Data Protection Policy, infringes, misappropriates or otherwise violates any Intellectual Property Rights, privacy rights or other rights of any third party; (iv) any breach by the Client of its obligations under the Data Protection Policy or Applicable Laws relating to Personal Data; (v) the Client's Business or the Client's Operations, including any transaction, activity, Product or service undertaken, offered or provided by the Client or its Users through the Platform; or (vi) the fraud, wilful misconduct or negligence of the Client or its Users.

17.2 **Taqtics Indemnification**: Subject to Clause 17.3, Taqtics shall indemnify, defend and hold harmless the Client, its Affiliates and their respective directors, officers, employees and representatives (collectively, the "**Client Indemnified Parties**") from and against any and all Losses arising out of or in connection with any third-party claim, action, proceeding or demand alleging that the Client's authorised use of the Platform in accordance with these Terms infringes or misappropriates any third party's Intellectual Property Rights.

17.3 **Exclusions from Taqtics' Indemnification**: Taqtics shall have no obligation under Clause 17.2 (Taqtics Indemnification) to the extent that any claim or Loss arises from, or relates to, or is attributable to: (i) the Client's or any User's breach of these Terms or the applicable COF; (ii) the Client's Content, Client Materials or any data, information or materials provided by or on behalf of the Client; (iii) any modification of the Platform made by or on behalf of the Client other than a modification authorised or made by Taqtics; (iv) the combination, integration or use of the Platform with any software, hardware, technology, data, service or other materials not provided or approved by Taqtics, where the claim would not have arisen but for such combination, integration or use; (v) the continued use of the allegedly infringing Platform or functionality after Taqtics has notified the Client in writing to discontinue such use where such notice is given because Taqtics reasonably believes that such use may give rise to an infringement claim; (vi) any Third-Party Services or third-party technology, software, components or materials not owned or controlled by Taqtics; or (vii) use of the Platform other than in accordance with these Terms, the applicable COF or Taqtics' written instructions.

17.4 **Infringement Remedies**: If the Client's authorised use of the Platform becomes, or in Taqtics' reasonable opinion is likely to become, the subject of a claim described in Clause 17.2 (Taqtics Indemnification), Taqtics may, at its option and expense: (i) procure for the Client the right to continue using the affected Platform or functionality; (ii) modify or replace the affected Platform or functionality with a functionally equivalent, non-infringing alternative;

or (iii) where neither of the foregoing is commercially reasonable, terminate the affected licence and applicable COF and refund to the Client the Fees actually paid in advance for the affected Platform or Services for the unused portion of the then-current Billing Cycle. The remedies set out in this Clause 17.4 shall constitute Taqtics' entire liability, and the Client's sole and exclusive remedy, in respect of any claim covered by Clause 17.2 (Taqtics Indemnification).

18. Limitation of Liability

18.1 **Exclusion of Certain Damages**: In no event shall Taqtics, its Affiliates or any of their respective directors, officers, employees, consultants, agents, representatives, Partners, licensors, contractors, vendors or service providers (collectively, the "**Taqtics Protected Parties**") be liable to the Client or any third party, whether in contract, tort (including negligence), strict liability or otherwise, for any: (i) indirect, incidental, special, exemplary, punitive or consequential Losses; (ii) loss of profits, revenue, income, business, contracts, customers, anticipated savings, opportunities or goodwill; (iii) business interruption or loss of use; (iv) loss, corruption, alteration or destruction of data, except to the extent expressly attributable to Taqtics' breach of its obligations under these Terms or the Data Protection Policy; or (v) cost of procuring substitute goods, services, software or technology, in each case arising out of or relating to these Terms, any COF, the Platform or the Services, even if any Taqtics Protected Party has been advised of, knew or should reasonably have known of the possibility of such Losses.

18.2 **Exclusions Relating to Client's Acts and Third Parties**: Taqtics shall not be liable for any Losses arising out of or relating to: (i) the Client's or any User's breach of these Terms or the applicable COF; (ii) the Client's or any User's negligence, fraud, wilful misconduct or misuse of the Platform or Services; (iii) the Client's or any User's failure to comply with Applicable Laws; (iv) the Client's Content or any instructions, data or materials provided by or on behalf of the Client; (v) the Client's Supporting Environment; (vi) any Third-Party Services or third-party technology, software, components or services; or (vii) any Force Majeure Event or other event or circumstance outside Taqtics' reasonable control, in each case to the extent such Losses arise from or are attributable to the relevant matter.

18.3 **Liability Cap**: The aggregate liability of Taqtics and the Taqtics Protected Parties arising out of or relating to these Terms, any COF, the Platform or the Services, whether in contract, tort or otherwise, shall not exceed the Fees actually paid by the Client to Taqtics under the applicable COF during the 12 (twelve) months immediately preceding the event giving rise to the relevant claim. The liability cap set out in this Clause shall not apply to the Client's obligation to pay Fees or other amounts properly due and payable under these Terms or any applicable COF.

18.4 **Allocation of Risk**: The Parties acknowledge that the Fees payable under the applicable COF reflect the allocation of risks set out in these Terms and that the limitations and exclusions of liability in this Clause constitute an essential basis of the commercial arrangement between the Parties.

18.5 **No Assumption of Client's Business Risk**: Taqtics provides the Platform and Services as a technology platform and service provider and does not assume or underwrite any business, commercial, operational, financial or regulatory risk arising from the Client's Business or the Client's Operations. The Client remains solely responsible for its business decisions, transactions, operations, Products, services and compliance with Applicable Laws.

19. Governing Law, Jurisdiction and Dispute Resolution

19.1 **Applicable Governing Law:** These Terms, each COF and any dispute, controversy, claim or matter arising out of or in connection with them, including their interpretation, validity, performance or termination, shall be governed by and construed in accordance with: (i) the laws of India, where Taqtics India is the contracting party under the applicable COF; or (ii) the laws applicable in the Emirate of Sharjah, United Arab Emirates, where Taqtics UAE is the contracting party under the applicable COF. In each case, the applicable governing law shall apply without giving effect to any conflict of laws principles.

19.2 **Amicable Resolution**: The Parties shall endeavour in good faith to resolve amicably any dispute, controversy or claim arising out of or in connection with these Terms, any COF or the Platform or Services (a "**Dispute**"). Either Party may initiate the resolution process by giving written notice to the other Party setting out reasonable details of the Dispute. The Parties shall use reasonable efforts to resolve the Dispute within 30 (thirty) days from receipt of such notice.

19.3 **Arbitration**: If the Dispute is not resolved within the period specified in Clause 19.2 (Amicable Resolution), the Dispute shall be finally resolved by arbitration in accordance with the arbitration law applicable at the applicable seat of arbitration. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. If the Parties are unable to agree on the appointment of the sole arbitrator within 15 (fifteen) days from the date on which either Party requests such appointment in writing, the sole arbitrator shall be appointed in accordance with the applicable arbitration law.

19.4 **Seat of Arbitration:** The seat of arbitration shall be determined based on the Taqtics entity identified as the contracting party in the applicable COF, as follows: (a) where Taqtics India is the contracting party, the seat of arbitration shall be Bengaluru, Karnataka, India; and (b) where Taqtics UAE is the contracting party, the seat of arbitration shall be Sharjah, United Arab Emirates.

19.5 **Language of Arbitration**: The arbitration proceedings, including all pleadings, submissions, evidence and hearings, shall be conducted in English.

19.6 **Confidentiality**: The arbitration proceedings, all pleadings, submissions, evidence, documents and other materials submitted or disclosed in connection with the arbitration, and any award or order made by the arbitrator, shall be kept confidential by the Parties, except to the extent disclosure is required by Applicable Laws, required for enforcement or challenge of an award, required to obtain or comply with legal, regulatory, accounting or tax advice, or reasonably necessary for a Party to exercise or protect its legal rights.

19.7 **Interim and Injunctive Relief**: Nothing in this Clause shall prevent either Party from seeking interim, emergency, conservatory or injunctive relief from a court of competent jurisdiction, including for the protection of Intellectual Property Rights, Confidential Information, Personal Data, the Platform or against unauthorised access to or use of the Platform. Seeking such relief shall not be regarded as a waiver of the obligation to arbitrate the underlying Dispute.

19.8 **Jurisdiction of Courts**: Subject to Clause 19.3 (Arbitration**)**, the courts having jurisdiction at the applicable seat of arbitration shall have exclusive jurisdiction in respect of any application, proceeding or matter arising out of or in connection with the arbitration, including any application for interim or conservatory relief, the appointment or replacement of an arbitrator, any challenge to an arbitral award or the enforcement of an arbitral award.

19.9 **Continued Performance**: Unless otherwise agreed by the Parties or directed by the arbitrator or a competent court, the pendency of a Dispute shall not relieve either Party of its obligation to perform its undisputed obligations under these Terms. The Client shall continue to pay all undisputed Fees when due during the pendency of any Dispute.

19.10 **Costs**: The arbitrator shall have the power to determine the allocation of the costs and expenses of the arbitration, including the arbitrator's fees and reasonable legal costs, between the Parties in the final award.

20. Miscellaneous Provisions

20.1 **Order of Precedence:** These Terms and the documents expressly incorporated into the Client's subscription shall be read and interpreted together. In the event of any inconsistency between such documents, the following order of precedence shall apply, subject to Clause 15.9 (Data Protection Precedence):

20.1.1 these Terms, in respect of general legal and contractual matters and, in the case of each such Schedule, the matters expressly allocated to that Schedule, including:

(i) **Schedule I - Service Level Agreement**, in respect of service levels, service availability, support, incident management, service credits and other matters expressly allocated to the SLA; and

(ii) **Schedule II - Data Management & Termination Process Policy**, in respect of data export, data verification, data deletion, erasure certification, post-termination retention and other data-exit matters.

20.1.2 the applicable COF, in respect of customer-specific commercial and subscription terms expressly and specifically agreed therein, including;

(i) **Annexure I - Detailed Subscription Plan**, in respect of the detailed subscription configuration, pricing and other commercial particulars expressly specified therein;

(ii) Annexure II - Configuration Scope Sheet in respect of the customer-specific configuration and implementation baseline recorded therein, and other operational or informational materials, which shall not amend, modify or override the contractual terms unless expressly authorised under the applicable contractual documentation;

(iii) **Annexure III - Change Request Form (CRF)**, but only to the extent that it expressly modifies a provision of the applicable COF or other customer-specific commercial or subscription particular and such modification is authorised under these Terms and the applicable contractual documentation;

20.2 **Publicity**: Neither Party shall use the other Party's name, logo, trademarks or other identifying marks (whether owned, licensed or otherwise lawfully used by the other Party) in any press release, public announcement or other publicity specifically relating to these Terms or the relationship between the Parties without the prior written consent of the other Party, except where such disclosure is required by Applicable Laws or by a competent Governmental Authority. Notwithstanding the foregoing, Taqtics may identify the Client by name and use the Client's name and logo solely to identify the Client as a customer of Taqtics in Taqtics' customer lists, website, presentations and

general marketing materials, unless the Client objects to such use in writing. Upon receipt of such objection, Taqtics shall cease such use within a reasonable period.

20.3 **Third-Party Rights**: Except as expressly provided in these Terms, no Person who is not a Party to these Terms shall have any right to enforce or otherwise benefit from any provision of these Terms. Notwithstanding the foregoing, each member of the Taqtics Group, and Taqtics' licensors and Partners, to the extent expressly entitled to the benefit of any protection, limitation, exclusion, indemnity or other provision under these Terms, shall be entitled to enforce and rely upon such provision to the extent permitted by Applicable Laws.

20.4 **Assignment**: The Client shall not assign, transfer, novate, delegate or otherwise dispose of any of its rights or obligations under these Terms or any applicable COF, whether in whole or in part, without the prior written consent of Taqtics. Any direct or indirect change of control of the Client shall be deemed to constitute an assignment or transfer for the purposes of this Clause, except to the extent otherwise agreed in writing by Taqtics. Taqtics may assign, transfer, novate, delegate or otherwise dispose of these Terms or any applicable COF, in whole or in part, without the Client's consent: (i) to any member of the Taqtics Group; or (ii) in connection with any merger, amalgamation, reorganisation, restructuring, sale or transfer of all or substantially all of Taqtics' business or assets relating to the Platform or Services, or any similar corporate transaction. Any purported assignment, transfer, novation or other disposition in violation of this Clause shall be void and of no effect.

20.5 **Independent Contractors**: The Parties are independent contracting parties. Nothing in these Terms shall be construed to create or constitute any partnership, joint venture, agency, fiduciary relationship, employment relationship or other similar relationship between the Parties. Neither Party shall have any authority to bind, represent or incur any obligation on behalf of the other Party except as expressly authorised under these Terms.

20.6 **Notices**: Any notice, request, consent, approval, demand or other communication required or permitted under these Terms shall be in writing and shall be delivered by hand, recognised courier or email to the address or email address specified in the applicable COF or otherwise notified by a Party to the other Party. A notice shall be deemed to have been received: (i) if delivered by hand, upon delivery; (ii) if sent by recognised courier, upon confirmed delivery; and (iii) if sent by email, upon confirmation of successful transmission, provided that no delivery failure, bounce-back or similar notification is received by the sender. Either Party may update its address or email address for notices by giving written notice to the other Party in accordance with this Clause.

20.7 **Further Assurances**: Each Party shall, at its own cost and expense, execute such documents and take such further actions as may be reasonably necessary to give effect to and implement the provisions of these Terms.

20.8 **Amendments and Policy Updates**: Taqtics may from time to time amend, modify, revise, update or otherwise change these Terms and any policies incorporated herein by reference, including to reflect changes in the Platform or Services, technology, security practices, industry standards, Applicable Laws, regulatory requirements or Taqtics' business practices. Taqtics shall provide the Client with reasonable prior notice of any material amendment to these Terms that materially adversely affects the Client's rights or obligations, unless a shorter period or immediate effectiveness is reasonably necessary to comply with Applicable Laws, respond to a security threat, prevent misuse of the Platform or Services or protect the Platform, Taqtics, its Affiliates, Partners or other users. Any amendment shall take effect on the date specified in the notice, provided that amendments required to comply with Applicable Laws or reasonably necessary for security, regulatory or operational reasons may take effect immediately or on such earlier date as reasonably required. Notwithstanding the foregoing, Taqtics shall not materially reduce the core functionality of the Platform or the level of service commitments expressly agreed under an applicable SLA during the then-current Subscription Year, except where reasonably necessary for security, technical, legal, regulatory or other legitimate operational reasons. Continued access to or use of the Platform or Services following the effective date of an amendment shall constitute the Client's acceptance of such amendment.

20.9 **No Waiver**: No failure or delay by either Party in exercising any right, power or remedy under these Terms shall operate as a waiver of that right, power or remedy. No waiver shall be effective unless made in writing by the Party granting such waiver, and any such waiver shall apply only to the specific instance for which it is given and shall not constitute a waiver of any subsequent breach or default.

20.10 **Severability**: If any provision of these Terms is held to be invalid, illegal or unenforceable by a court or competent authority, such provision shall, to the extent permitted by Applicable Laws, be modified to the minimum extent necessary to make it valid and enforceable while preserving, to the maximum extent possible, its original intent and commercial effect. If such modification is not possible, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

20.11 **Entire Understanding**: These Terms, together with each applicable COF and the documents expressly incorporated by reference herein or therein, constitute the entire understanding between the Parties with respect to the subject matter thereof and supersede all prior or contemporaneous discussions, negotiations, representations, understandings and agreements, whether written or oral, relating to such subject matter. Each Party acknowledges that, in entering into these Terms and each applicable COF, it has not relied upon any representation, warranty,

statement or undertaking other than those expressly set out in these Terms, the applicable COF or any document expressly incorporated therein.

20.12 **Survival**: Any provision of these Terms which, by its nature or express terms, is intended to survive termination of these Terms or any applicable COF shall survive such termination, including provisions relating to payment obligations, Intellectual Property Rights, Client's Content, confidentiality, data protection, indemnification, limitation of liability, dispute resolution, governing law, and any rights or obligations accrued prior to such termination.

20.13 **Electronic Acceptance and Execution**: These Terms, each COF and any other document or record forming part of or incorporated into these Terms may be entered into, accepted, executed, delivered and evidenced electronically, including by electronic signature, electronic acceptance, clicking an "I Agree", "Accept" or similar button or checkbox, or by any other electronic act intended to signify acceptance. Any such electronic acceptance, execution or other electronic act intended to signify acceptance shall constitute valid and binding acceptance or execution of these Terms or the relevant document, as applicable, to the extent permitted by Applicable Laws. Electronic records of such acceptance, execution and delivery shall be admissible and may be relied upon as evidence of such acceptance, execution and delivery.

Schedule I: Service Level Agreement

1. Purpose and Scope

1.1 The service levels and commitments set out in this SLA apply only to the Platform, Products, Modules, Features and Services expressly identified as being subject to this SLA in the applicable COF (collectively, the "**SLA Services**") and are subject to the applicable License Commencement Date and, where applicable, the activation of the relevant production phase under the applicable COF and Phase Activation Order, the Client's timely compliance with its obligations and dependencies, third-party dependencies, and the exclusions and limitations set out in this SLA and the Terms.

1.2 For the avoidance of doubt, this SLA governs the service delivery standards and support commitments applicable to the Platform and Services. Matters not expressly addressed in this SLA shall be governed by the COF and the Terms, as applicable.

1.3 Nothing in this SLA shall be construed as requiring Taqtics to provide any functionality, support, Professional Support, configuration, customisation, integration or other service that is not expressly included in the applicable COF or otherwise agreed in writing between the Parties.

2. Definitions

2.1 **Definitions:** Unless the context otherwise requires, capitalised terms used but not defined in this SLA shall have the meanings assigned to them in the Terms or the COF, as applicable. For the purposes of this SLA:

2.1.1 "**Business Day**" means a day other than Saturday, Sunday or a Public Holiday on which Taqtics' support personnel are not ordinarily available during Business Hours;

2.1.2 "**Business Hours**" means 9:00 A.M. to 6:00 P.M. IST on Business Days;

2.1.3 "**Core Production Services**" means the SLA Services that are live production Services and are expressly identified in the applicable COF as subject to the Service Availability commitment under this SLA;

2.1.4 "**Downtime**" means the total accumulated period during which the applicable Core Production Services are materially unavailable to substantially all Users, solely due to an issue attributable to Taqtics and within Taqtics' reasonable operational control, as objectively measured and recorded through Taqtics' applicable monitoring systems at the relevant production environment, and shall be determined in accordance with the Service Availability provisions of this SLA;

2.1.5 "**Emergency Maintenance**" means any urgent maintenance, remediation, intervention or other technical activity undertaken by or on behalf of Taqtics where prior notice is not reasonably practicable due to an actual or reasonably anticipated security, availability, operational, regulatory or other material risk;

2.1.6 "**Error**" means an error, malfunction, defect or material non-conformity in the Platform or Software that causes the relevant functionality to materially fail to operate in accordance with the applicable specifications expressly provided by Taqtics;

2.1.7 "**Excluded Downtime**" means any period of unavailability, interruption, impairment, delay or degradation of the Platform or Services that is expressly excluded from the calculation of Service Availability under this SLA;

2.1.8 "**Help Desk Support**" means the ongoing technical support services provided by Taqtics through its designated support channels for the identification, investigation, diagnosis and resolution or mitigation of

Errors and technical issues affecting the Platform or Services, in accordance with the applicable support coverage, severity classification, Response Time and Target Resolution Time set out in this SLA;

2.1.9 "**Onboarding Period**" means the period specified in the applicable COF during which Taqtics performs the agreed onboarding, implementation, configuration and training activities for the applicable Platform and Services, in accordance with the applicable Configuration Scope Sheet and other applicable onboarding documentation;

2.1.10 "**P1**" means a very high-severity Error, as described in this SLA;

2.1.11 "**P2**" means a high-severity Error, as described in this SLA;

2.1.12 "**P3**" means a medium-severity Error, as described in this SLA;

2.1.13 "**P4**" means a low-severity Error, as described in this SLA;

2.1.14 "**Public Holidays**" means Indian public holidays on which Taqtics' support personnel are not ordinarily available during Business Hours, as notified by Taqtics from time to time;

2.1.15 "**Response Time**" means the period within which Taqtics is required to provide an initial response to a properly submitted support request, as specified for the applicable severity level in Clause 5.3 (Error Response and Resolution Matrix).

2.1.16 "**Scheduled Maintenance**" means planned or preventative maintenance, upgrades, updates, patches, hotfixes, bug fixes, security remediation, vulnerability mitigation, infrastructure upgrades, configuration changes, database optimisation, capacity enhancement, system migration, integration work, performance tuning or other routine or strategic activities undertaken by or on behalf of Taqtics to maintain, support, enhance, secure or improve the Platform or Software;

2.1.17 "**Service Availability**" means the percentage of time during a calendar month for which the applicable Core Production Services are available, calculated in accordance with the Service Availability provisions of this SLA;

2.1.18 "**Service Coverage**" means the support coverage applicable to a particular severity level, as specified in Clause 5.3 (Error Response and Resolution Matrix);

2.1.19 "**Service Credit**" means the credit, where applicable, to be applied against eligible recurring subscription fees in accordance with the Service Credit provisions of this SLA;

2.1.20 "Target Resolution Time" means the target period within which Taqtics intends to provide a resolution, workaround, mitigation, corrective action or other reasonable remediation following acknowledgement of a properly submitted support request, and shall not constitute a guaranteed deadline for permanent resolution unless expressly stated otherwise in this SLA or agreed in writing by Taqtics.

3. Support Services

3.1 General

3.1.1 Subject to the terms and conditions of the COF, the Terms and this SLA, Taqtics shall provide the support services applicable to the Client in accordance with this Clause 3 (Support Services).

3.1.2 The support services applicable to the Client may comprise: (i) implementation and onboarding support or other applicable implementation documentation; and (ii) Help Desk Support (iii) Professional Support and (iv) White Glove Onboarding, in each case to the extent specified in the applicable COF.

3.1.3 The nature, scope and level of support applicable to the Client shall be determined by the Services and Modules identified in the applicable COF. Taqtics shall not be required to provide support in respect of any Module, Feature, functionality, integration or service that is not included in the Client's applicable subscription or otherwise expressly agreed in writing.

3.2 Implementation and Onboarding Support

3.2.1 Where implementation and onboarding support is included in the applicable COF, Taqtics shall provide such support during the applicable Onboarding Period in accordance with the applicable Configuration Scope Sheet and other agreed onboarding documentation.

3.2.2 Implementation and onboarding support may include, as applicable, assistance with configuration, deployment, initial setup, User enablement, training, go-live readiness and related implementation activities expressly identified in the applicable Configuration Scope Sheet and other applicable implementation documentation.

3.2.3 Implementation and onboarding support is time-bound and scope-specific and shall not be construed as ongoing Help Desk Support or as an obligation to perform any configuration, customisation, development, integration, data migration or other activity falling outside the agreed onboarding scope.

3.2.4 Any extension of the Onboarding Period, additional implementation activity or additional configuration, customisation, training or other assistance requested by the Client beyond the agreed onboarding scope shall be subject to the applicable commercial terms agreed between the Parties.

3.2.5 Unless otherwise expressly agreed in the applicable COF, the service levels relating to Error response, resolution and Service Availability set out in this SLA shall apply to the applicable production Services from the applicable License Commencement Date or, where applicable, the confirmed phase commencement date for the relevant production SLA Services, in accordance with the COF, and shall not apply to implementation activities, configuration activities or other onboarding deliverables.

3.3 **Help Desk Support**

3.3.1 Help Desk Support shall be provided in accordance with the applicable support coverage, severity classification, Response Time and Target Resolution Time set out in this SLA.

3.3.2 Help Desk Support shall be provided through the support channel designated by Taqtics and shall be subject to the applicable Business Hours and severity-based Response Time and Target Resolution Time set out in this SLA.

3.3.3 Help Desk Support shall be limited to technical issues affecting the Platform or Services and shall not include: (i) general advisory or business process consulting; (ii) requests for new Features, enhancements or product functionality; (iii) custom development or modification of the Platform; (iv) implementation, configuration or reconfiguration activities falling outside the agreed onboarding or configuration scope; (v) data cleansing, data restructuring or correction of Client-provided data; (vi) issues arising from third-party systems, integrations, infrastructure or services, except to the extent expressly covered under this SLA; (vii) training or retraining of Users beyond the training expressly included in the applicable scope; and (viii) any other services that constitute Professional Support or additional services.

3.3.4 Where a request submitted as Help Desk Support is determined by Taqtics to fall outside the scope of Help Desk Support, Taqtics may reclassify the request as a Professional Support request or other additional service request, as applicable. Any such service requiring additional fees shall be undertaken only upon the Parties agreeing the applicable scope and commercial terms.

3.4 **Professional Support**

3.4.1 The Client shall be entitled to the number of Professional Support hours specified in the applicable COF during each applicable month. The Professional Support hours not utilised during the applicable month shall expire at the end of such month and shall not be carried forward to any subsequent month,

3.4.2 Professional Support requested or required in excess of the Professional Support hours allocated under the applicable COF shall be subject to the applicable additional hourly rate specified in the applicable COF.

3.4.3 Taqtics shall notify the Client before undertaking Professional Support that would result in additional charges under Clause 3.4.2.

3.5 **White Glove Onboarding**

3.5.1 White Glove Onboarding may include consultation, platform configuration, User training and retraining and adoption monitoring, in each case within the scope specified in the applicable COF and applicable configuration or onboarding documentation.

3.5.2 During the White Glove Onboarding period, the provision of Professional Support shall be measured by reference to the applicable number of days specified in the COF and shall not be measured by reference to or deducted from the Professional Support hours allocated under Clause 3.4.

3.5.3 Upon expiry of the White Glove Onboarding period, the Client's Professional Support entitlement shall apply in accordance with Clause 3.4 and the applicable COF.

3.6 **Support Boundaries**

3.6.1 The support commitments under this SLA apply only to the extent that the relevant Error or technical issue is attributable to the Platform or Services and is within Taqtics' reasonable operational control.

3.6.2 The Client's cooperation obligations in connection with support requests are set out in Clause 4.6 (Client Cooperation).

3.6.3 Nothing in this SLA shall require Taqtics to modify, customise, redesign or develop the Platform, provide functionality not forming part of the subscribed Services, or perform services outside the agreed scope solely for the purpose of satisfying a support request.

4. Support Channels and Service Coverage

4.1 Support Channels

4.1.1 The Client may raise support requests through the support channels designated by Taqtics from time to time. Unless otherwise notified by Taqtics, all Help Desk Support requests shall be submitted by email to support@taqtics.co.

4.1.2 Each support request shall, to the extent reasonably practicable, contain sufficient information to enable Taqtics to identify, assess and investigate the relevant issue, including: (i) a description of the issue or Error; (ii) the affected Module, functionality or Service; (iii) the nature and extent of the impact on the Client; (iv) relevant screenshots, error messages, logs or other supporting information available to the Client; (v) the approximate time at which the issue first occurred; and (vi) details of any steps already taken by the Client to reproduce or address the issue.

4.1.3 Taqtics may request additional information, access, logs, screenshots, test cases or other reasonable assistance from the Client where reasonably required to investigate, reproduce, diagnose, mitigate or resolve the relevant issue.

4.1.4 Communications made through channels other than the designated support channels, including informal communications with individual employees or personnel of Taqtics, shall not, by themselves, constitute a support request for the purposes of this SLA or commence any applicable Response Time or Target Resolution Time. Taqtics may require the Client to submit or re-submit such request through the designated support channel for appropriate logging, prioritisation, tracking and escalation.

4.2 Authorised Requestors

4.2.1 Support requests may be raised by the Client's authorised Users, administrators, designated project representatives or other personnel authorised by the Client to seek support in relation to the Services.

4.2.2 The Client shall be responsible for ensuring that persons raising support requests on its behalf have sufficient knowledge of the relevant issue and appropriate authority to provide information, access, confirmations and other assistance reasonably required by Taqtics.

4.2.3 Taqtics may require confirmation that a person raising a support request is authorised to do so and may decline to process or redirect a request where reasonably necessary for security, operational or support-management purposes.

4.3 Business Hours and Support Coverage

4.3.1 The applicable Service Coverage shall be as follows:

Particulars	Standard
Business Hours	9:00 A.M. - 6:00 P.M. IST
Business Days	Monday - Friday
Public Holidays	Applicable Indian public holidays as notified by Taqtics from time to time.
Support Language	English
P1 Support	24×7 on-call support

4.3.2 P2, P3 and P4 support shall be provided during Business Hours.

4.3.3 P1 Very High issues shall be supported through Taqtics' 24×7 on-call arrangement. P1 incidents occurring outside Business Hours shall be reported through the P1 emergency support channel designated by Taqtics and notified to the Client from time to time.

4.3.4 A support request relating to a P2, P3 or P4 issue received outside Business Hours shall be deemed to have been received at the commencement of the next applicable Business Hours.

4.3.5 A P1 Very High issue reported outside Business Hours through the designated emergency support channel shall be handled in accordance with the applicable P1 Response Time.

4.3.6 Response Time shall be measured from the time Taqtics receives a properly submitted support request during the applicable Service Coverage period.

4.3.7 The applicable Target Resolution Time shall be measured from Taqtics' acknowledgement of the properly submitted support request, subject to the provisions of this SLA concerning Client dependencies, third-party dependencies, maintenance and other circumstances affecting Taqtics' ability to investigate or remediate the issue.

4.4 **Onboarding Support Channels:** During the applicable implementation or Onboarding Period, Taqtics may provide additional communication channels for coordination with the Client's designated implementation team, including such channels as may be agreed for the relevant implementation. Such implementation-specific communication channels shall be used for onboarding and implementation coordination and shall not replace the designated Help Desk Support channel for ongoing technical support following commencement of the applicable production Services. The availability and use of any such implementation-specific communication channel shall be subject to the applicable Configuration Scope Sheet and shall not expand Taqtics' obligations under this SLA unless expressly agreed in writing.

4.5 **Commencement of SLA Timelines**

4.5.1 A support request shall be treated as properly submitted when it has been received through a designated support channel and contains sufficient information for Taqtics to reasonably commence assessment of the relevant issue.

4.5.2 The applicable Response Time shall commence from the time Taqtics receives a properly submitted support request during the applicable Service Coverage period.

4.5.3 The applicable Target Resolution Time shall commence from Taqtics' acknowledgement of the properly submitted support request, subject to any suspension or exclusion expressly provided under this SLA.

4.5.4 Where a support request cannot reasonably be assessed or progressed due to insufficient information, access or assistance from the Client, the applicable Response Time and Target Resolution Time shall be suspended until the required information, access or assistance is provided.

4.5.5 Where resolution of an issue is dependent upon a third-party service, system, infrastructure, API, integration or other component outside Taqtics' reasonable control, the applicable Target Resolution Time shall be subject to Clause 5.6 (Dependencies Affecting Resolution), and Taqtics shall use commercially reasonable efforts to investigate and coordinate resolution of the issue but shall not be responsible for the third party's response time, availability or remediation timeline.

4.6 **Client Cooperation:** The Client shall provide timely and reasonable cooperation required by Taqtics for the investigation, reproduction, diagnosis, mitigation or resolution of any Error or other support issue. Such cooperation may include providing relevant information, system access, logs, screenshots, test cases, User details, confirmations, approvals and reasonable assistance in testing or validating a proposed workaround or resolution. Where Taqtics has provided a workaround, mitigation or corrective action requiring action by the Client, the Client shall reasonably cooperate in implementing, testing or validating such workaround, mitigation or corrective action.

5. Error Reporting and Severity Classification

5.1 **Reporting of Errors:** The Client shall notify and report any Error affecting the Platform, Software or applicable Services to Taqtics through the designated support channel specified in Clause 4 (Support Channels & Service Coverage). Each Error report shall, to the extent reasonably practicable, include: (a) a detailed description of the malfunction, Error or issue; (b) the Platform, Software, Module, functionality or Service affected; (c) the nature and extent of the impact on the Client's operations; (d) the approximate time at which the Error was first observed; (e) relevant screenshots, error messages, logs or other supporting information available to the Client; and (f) details of any steps already taken by the Client to reproduce, isolate or address the Error.

5.2 **Severity Classification:** Taqtics shall assess each reported Error and assign a severity level based on the actual nature, extent and business impact of the Error. The applicable severity level shall determine the Response Time, Target Resolution Time and Service Coverage applicable to the Error, as set out in Clause 5.3 (Error Response and Resolution Matrix). The severity levels shall be as follows:

Severity	Details
P1 - Very High	A P1 - Very High Error is an emergency where the applicable Core Production Services are substantially inoperable or experience a catastrophic failure, resulting in a material stoppage of the Client's core business operations directly attributable to the Services and requiring immediate technical attention.Issues affecting only a limited number of Users, non-core functionality, individual configurations, third-party systems or circumstances where a reasonable workaround is available shall not ordinarily constitute a P1 Error.

P2 - High	A P2 - High Error is a high-impact Error where the Platform and/or Software remains operational but is materially degraded or significantly impaired, resulting in a severe impact on use.This may include circumstances where: (a) the performance of the Platform and/or Software has substantially degraded; (b) the Software remains usable but is materially incomplete; (c) one or more mainline functions or commands are inoperable; or (d) the Client's use of the Platform and/or Software is otherwise significantly impacted.
P3 - Medium	A P3 - Medium Error is an Error which does not significantly impact the Client's business operations but results in an inconvenient situation in which the Platform and/or Software remains usable but a function does not operate in the most convenient or efficient manner.The Client suffers little or no significant business impact from the Error.
P4 - Low	A P4 - Low Error is a minor Error or other low-impact technical issue where use of the Platform and/or Software is affected in a limited manner and the matter is reasonably correctable without urgent intervention.

5.3 **Error Response and Resolution Matrix:** Subject to the terms of this SLA, Taqtics shall use commercially reasonable efforts to acknowledge and address reported Errors in accordance with the following service levels:

Severity Type	Response Time	Target Resolution Time	Service Coverage
P1 - Very High	30 Minutes	4 Hours	24×7 On-Call
P2 - High	2 Business Hours	1 Business Day	Business Hours
P3 - Medium	1 Business Day	3 Business Days	Business Hours
P4 - Low	2 Business Days	5 Business Days	Business Hours

5.4 **Response Time:** The Response Time shall commence upon receipt by Taqtics of a properly submitted support request during the applicable Service Coverage period, in accordance with Clause 4 (Support Channels and Service Coverage). An initial response shall constitute confirmation that Taqtics has received and is assessing the reported Error. The initial response may include a request for additional information, clarification, access or other assistance reasonably required to investigate the Error. The Response Time shall not be construed as an obligation to provide a substantive or permanent resolution within the Response Time.

5.5 **Target Resolution Time:** The Target Resolution Time is a service-delivery target and shall not constitute a guaranteed deadline for permanent resolution of an Error. Depending on the nature and complexity of the Error, Taqtics may satisfy the applicable Target Resolution Time by providing any reasonable measure that restores or materially improves the affected functionality, including: (a) a workaround; (b) temporary mitigation; (c) corrective action; (d) configuration adjustment; (e) patch; (f) software release or update; (g) reasonable alternative solution; or (h) other appropriate remediation. Where permanent remediation requires additional development, testing, deployment, release scheduling, third-party intervention, Client action or other technical activity, Taqtics shall be entitled to complete such permanent remediation within a commercially reasonable period having regard to the nature and complexity of the Error and the circumstances giving rise to it.

5.6 **Dependencies Affecting Resolution:** Where an Error is dependent upon a third-party provider, integration, infrastructure, API, service or other component outside Taqtics' reasonable control, Taqtics shall use commercially reasonable efforts to investigate and coordinate resolution, but shall not be responsible for the third party's performance, availability, response time or remediation timeline. Where Taqtics is awaiting information, access, confirmation, testing, approval, action or other dependency from the Client that is reasonably required to investigate or resolve an Error, the applicable Target Resolution Time shall be suspended for the period during which such dependency remains outstanding. The Client's cooperation obligations shall be as set out in Clause 4.6 (Client Cooperation).

5.7 **Reclassification of Severity:** Taqtics may reclassify an Error where, following investigation, the actual nature, scope or business impact of the issue differs from the information initially provided by the Client. Taqtics may also reclassify an Error where the circumstances giving rise to the issue change, including where a workaround becomes available or the affected functionality is restored. Any revised severity classification shall apply prospectively from the time of such reclassification and shall determine the applicable service level thereafter.

5.8 **Matters Not Constituting Errors:** A request, issue or limitation shall not constitute an Error for purposes of the Response Time or Target Resolution Time merely because the Client requires: (a) a new Features or functionality; (b) an enhancement or product change; (c) configuration, customisation or workflow changes outside the agreed scope; (d) training or retraining; (e) advisory or business-process guidance; (f) correction, cleansing or restructuring of the Client's Content; (g) support for a third-party system, service, infrastructure or integration, except to the

extent expressly covered by the applicable Services; (h) a general information request not relating to an Error; or (i) Professional Support. Taqtics may, at its discretion, provide assistance in relation to any matter described in this Clause. Any such assistance shall be treated in accordance with the applicable scope and commercial terms for Professional Support or other additional services.

6. Service Availability Commitment

6.1 **Service Availability**:

6.1.1 Subject to the terms, exclusions and limitations of this SLA, Taqtics shall use commercially reasonable efforts to ensure that the Platform maintains monthly Service Availability of at least 99.50% for the applicable Core Production Services.

6.1.2 Service Availability shall be calculated for each calendar month in accordance with the following formula:

Service Availability (%) = [(Eligible Minutes - Downtime) ÷ Eligible Minutes] × 100

Where:

(a) Eligible Minutes = Total Minutes in the relevant calendar month - Excluded Downtime; and

(b) “Excluded Downtime” means the periods expressly identified as Excluded Downtime under Clause 6.4 (Excluded Downtime).

6.1.3 Downtime shall not include any period constituting Scheduled Maintenance or Excluded Downtime.

6.1.4 For the avoidance of doubt, Downtime shall not include intermittent, partial, localised, latency-related, browser-specific, device-specific, API-specific or integration-specific issues, or performance degradation that does not render the applicable Core Production Services materially unavailable to substantially all authorised Users.

6.2 **Scheduled Maintenance:** Scheduled Maintenance may include, without limitation: (a) upgrades and updates; (b) patches, hotfixes and bug fixes; (c) security remediation and vulnerability mitigation; (d) infrastructure upgrades; (e) configuration changes; (f) database optimisation; (g) capacity enhancements; (h) system migrations; (i) integration-related maintenance; (j) performance tuning; and (k) other routine or strategic maintenance activities reasonably required for the operation, security, reliability or improvement of the Platform or Software. Periods of Scheduled Maintenance shall be excluded from the calculation of Service Availability. Where reasonably practicable, Taqtics shall provide advance notice of Scheduled Maintenance and its expected impact and duration.

6.3 **Emergency Maintenance:** Taqtics may undertake Emergency Maintenance where urgent maintenance, remediation or intervention is reasonably required to address an actual or anticipated security, availability, operational, regulatory or other material risk and where providing advance notice is not reasonably practicable. Emergency Maintenance shall be treated as Excluded Downtime for purposes of calculating Service Availability. Taqtics shall, where reasonably practicable, notify the Client of Emergency Maintenance and its expected impact and duration.

6.4 **Excluded Downtime:** The following shall constitute Excluded Downtime and shall not be counted for purposes of determining Service Availability: (a) Scheduled Maintenance; (b) Emergency Maintenance; (c) any failure, interruption or unavailability caused by circumstances beyond Taqtics’ reasonable control, including a Force Majeure Event; (d) failure or unavailability of third-party infrastructure, hosting, telecommunications, internet connectivity, cloud services, APIs, integrations or other third-party services, except to the extent directly caused by Taqtics’ failure to perform its obligations under this SLA; (e) any issue attributable to the Client’s systems, hardware, software, devices, browsers, network, internet connectivity, configurations or other Client-controlled environment including any failure, degradation or incompatibility arising from changes to such environment after implementation or configuration of the applicable Services; (f) any issue directly attributable to inaccurate, incomplete, corrupted or improperly formatted Client’s Content supplied, uploaded, configured or processed by the Client; (g) any issue resulting from the Client’s misuse of the Platform or Software, negligence, unauthorised modification, unauthorised configuration or breach of the Terms or applicable COF; (h) any suspension, restriction, throttling or termination of Services carried out by Taqtics in accordance with the Terms or applicable COF; (i) any unavailability affecting beta, trial, pilot, testing, demonstration or pre-release functionality, unless expressly stated otherwise in the applicable COF; (j) any unavailability caused by cyberattacks, malicious activity or security incidents, except to the extent directly caused by Taqtics’ failure to comply with its express security obligations under the Terms or applicable Data Protection Policy; (k) any migration, onboarding, configuration, Feature enablement, modification or other activity requested by the Client; (l) any downtime resulting from Client-requested customisation, integration or modification of the Platform or Software; and (m) any other event or circumstance expressly excluded from Service Availability under the applicable COF or this SLA.

6.5 **Measurement and Determination:** Service Availability shall be measured using Taqtics’ service monitoring, operational and system records applicable to the relevant production environment. Taqtics shall maintain reason-

able records of material service interruptions and relevant Scheduled Maintenance and Emergency Maintenance events for purposes of administering the Service Availability commitment. Taqtics' determination of Service Availability shall be based on its objectively recorded service data and shall be applied consistently in accordance with this SLA, and shall be conclusive absent manifest error.

7. Service Credits

7.1 **Eligibility for Service Credits:**

7.1.1 Subject to the exclusions and limitations set out in this SLA, where the monthly Service Availability for the applicable Core Production Services is below 99.50%, the Client shall be eligible for a Service Credit calculated in accordance with the following table:

Monthly Service Availability	Service Credit
99.00% - 99.49%	5%
98.00% - 98.99%	10%
97.00% - 97.99%	12%
Below 97.00%	15%

7.1.2 The Service Credit shall be calculated as a percentage of the eligible recurring subscription fees actually paid or payable by the Client for the affected SLA Services for the relevant calendar month, calculated on a pro rata monthly basis where the applicable Fees are billed for a period longer than one month ("**Monthly SLA Fees**").

7.1.3 For clarity, Service Credits shall not be calculated on or applied against: (a) one-time fees; (b) implementation or onboarding fees; (c) Professional Support fees; (d) White Glove Onboarding fees (e) usage-based or transaction-based charges; (f) third-party charges; or (g) applicable taxes, duties or governmental levies.

7.2 **Application of Service Credits:** An approved Service Credit shall be applied against the Client's eligible subscription fees payable in the subsequent billing cycle. Service Credits shall: (a) not be payable in cash or refunded to the Client; (b) not be transferable or assignable; (c) not be applied against any invoice or amount other than eligible subscription fees, unless expressly approved by Taqtics in writing; and (d) not exceed 15% of the Monthly SLA Fees for the relevant month. Service Credits shall be determined separately for each calendar month and shall not be aggregated across months.

7.3 **Claim Procedure:** The Client must submit a written claim for a Service Credit within 30 days after the end of the calendar month in which the relevant Service Availability failure occurred. The claim shall include reasonable details of the relevant service interruption or interruptions and the basis upon which the Client believes that a Service Credit is due. Taqtics shall review the claim against its applicable service monitoring and operational records and determine whether the Client is eligible for the claimed Service Credit. Taqtics' calculation shall be based on its service monitoring and operational records and shall be conclusive absent manifest error. Failure by the Client to submit a claim within the period specified in this Clause shall constitute a waiver of the applicable Service Credit claim for that calendar month.

7.4 **Exclusive Remedy:** Subject to the Terms and the applicable COF, Service Credits shall constitute the Client's sole and exclusive contractual remedy for any failure by Taqtics to meet the Service Availability commitment or any other service level expressly designated as subject to a Service Credit under this SLA, subject always to any rights or remedies that cannot lawfully be excluded under Applicable Laws. The Client shall not be entitled to claim damages, refunds, termination, suspension of payment or other compensation solely by reason of a failure to achieve the applicable Service Availability commitment, except to the extent expressly provided under the Terms, COF or Applicable Laws. The Client shall not be entitled to claim both a Service Credit and damages or other monetary compensation for the same service-level failure.

8. Escalation Matrix

8.1 **Escalation Framework:** The Parties shall follow the escalation mechanism set out below for support matters requiring escalation beyond the initial Help Desk Support channel:

Escalation Level	Escalation Point	Purpose
Level 1	support@taqtics.co	Initial support request, ticket creation, triage and technical assistance

Level 2	Team Leader / Support Lead designated by Taqtics	Further review or intervention
Level 3	Senior Leadership contact designated by Taqtics	Senior-level intervention

8.2 **Escalation Process**

8.2.1 The Client shall ordinarily initiate a support matter at Level 1 by submitting the relevant support request to support@taqtics.co.

8.2.2 A support matter may be escalated to Level 2 where: (a) the issue requires intervention by the Team Leader; (b) the Client reasonably considers that further review is required following the Level 1 response; or (c) Taqtics determines that escalation is appropriate based on the nature or severity of the issue.

8.2.3 A support matter may be escalated to Level 3 where: (a) the matter remains unresolved following appropriate Level 2 intervention; (b) the issue has material business impact or requires senior management intervention; or (c) Taqtics determines that senior leadership involvement is appropriate.

8.2.4 Escalation under this Clause shall not, by itself, alter the severity classification, Response Time, Target Resolution Time or other applicable service level for the relevant Error.

8.3 **P1 Escalation Outside Business Hours:** For a P1-Very High incident occurring outside Business Hours, the Client may escalate through the designated P1 emergency support channel notified by Taqtics. Direct escalation under this Clause is intended to facilitate immediate senior-level intervention for qualifying P1 incidents and shall not require the Client to await completion of the ordinary Level 1 and Level 2 escalation sequence. The P1 Response Time and 24×7 on-call coverage specified under this SLA shall continue to apply notwithstanding such direct escalation.

8.4 **Escalation Does Not Expand Scope:** Escalation shall facilitate the review and management of a support matter but shall not: (a) convert an out-of-scope matter into an Error; (b) expand the Services or functionality included in the COF; (c) create an obligation to provide customisation, development or Professional Support; or (d) modify any applicable Response Time, Target Resolution Time or Service Availability commitment.

8.5 **Contact Information:** Taqtics may update the designated escalation personnel or contact details from time to time by notifying the Client or updating the applicable support documentation, without requiring an amendment to this SLA, provided that Taqtics continues to maintain equivalent escalation levels and functionality.

9. Professional Support and Scope Boundaries

9.1 **SLA Commitments and Additional Services:** Unless expressly agreed otherwise in writing, Professional Support and other services outside the agreed scope shall not be subject to the Response Time, Target Resolution Time, Service Availability, Service Credit or other service-level commitments applicable to Help Desk Support or SLA Services. Taqtics shall have no obligation to commence or perform such Professional Support or other additional services unless and until the applicable scope and commercial terms have been agreed between the Parties in writing.

9.2 **Client-Requested Changes and Support Boundary:** Any request by the Client for customisation, configuration changes, workflow changes, new functionality, integrations, data migration, additional training, advisory services or other changes or services outside the agreed scope shall be addressed through the applicable change-control or commercial process under the contractual documentation and shall not, by itself, constitute an Error or give rise to any Response Time, Target Resolution Time, Service Availability or Service Credit obligation. For the avoidance of doubt, Help Desk Support shall not require Taqtics to modify, customise, redesign, develop, reconfigure or otherwise alter the Platform or Services where such activity constitutes Professional Support or falls outside the agreed scope of the applicable Services.

Schedule II: Data Management & Termination Process Policy

1. Purpose and Scope

1.1 This Policy sets out the process applicable to the management, export, retrieval, retention and deletion of Client's Content upon expiry or termination of the applicable COF or License Term.

1.2 Capitalised terms not defined in this Policy shall have the meanings assigned to them in the Terms or the applicable COF, as applicable.

2. Data Ownership and Processing

2.1 As between the Parties, the Client retains all right, title and interest in and to the Client's Content, subject to the rights expressly granted to Taqtics under the Terms and the Data Protection Policy. Taqtics shall process the

Client's Content in accordance with the Terms, the Client's documented instructions where applicable, and the Data Protection Policy. Taqtics may retain and process the Client's Content to the extent permitted or required under the Terms, the Data Protection Policy or Applicable Law, or as reasonably necessary to provide, operate, maintain, secure or support the Platform and Services and to satisfy legitimate security, audit, compliance, operational, business continuity or dispute-resolution requirements.

2.2 The principal categories of data and information maintained on the Platform and their treatment at termination are set out below:

S. No	Category of Data / Information	Examples	Treatment at Termination
1.	User Data	User profiles, role assignments, login records and related account information	Exported, where applicable, and thereafter deleted in accordance with this Policy
2.	Checklist Submissions	Responses, scores, timestamps, submitter information and evidence references	Exported, where applicable, and thereafter deleted in accordance with this Policy
3.	Audit Records	Completed audits, scores, critical findings and auditor information	Exported, where applicable, and thereafter deleted in accordance with this Policy
4.	Photo / Media Evidence	Photos and other media attached to submissions or records	Exported, where applicable, and thereafter deleted in accordance with this Policy
5.	Issue Records	Issue tickets, assignments, comments and resolution records	Exported, where applicable, and thereafter deleted in accordance with this Policy
6.	Noticeboard Content	Posts, communications and read receipts	Exported, where applicable, and thereafter deleted in accordance with this Policy
7.	BI / Analytics Data	Client-specific data underlying dashboards and analytics	Exported, where applicable, and thereafter deleted in accordance with this Policy; Aggregated Data shall be treated in accordance with the Terms.
8.	System Logs	Access logs, API activity and error logs containing Client-specific information	Retained in accordance with applicable operational, security, legal and compliance retention requirements, and thereafter deleted or anonymised, as applicable.
9.	Configuration & Master Data	Locations, organisational structures, templates, workflows, categories, user-role mappings and other Client-specific configuration	Exported, where applicable, and thereafter deleted in accordance with this Policy

For the avoidance of doubt, the categories set out above are illustrative of the principal categories of data and information maintained on the Platform and shall not limit the application of the retention, deletion or other provisions of this Policy to any particular category of Client's Content.

2.3 For clarity, the export of the Client's Content shall not require Taqtics to disclose or transfer the Platform, its source code, proprietary software, algorithms, security mechanisms, system architecture, Aggregated Data or other information belonging to or controlled by Taqtics, except to the extent expressly required under the Terms or Applicable Law.

3. Data Termination Process

3.1 Subject to the terms governing termination of the subscription and any applicable request by the Client for export of its Client's Content, the following process shall apply. The timelines set out below are indicative operational timelines intended to facilitate completion of the applicable data handover and deletion process and shall not alter the effective date of expiry or termination of the subscription.

Step	Stage	Indicative Timeline
1	Termination/Effective Termination	Day 0

2	Data Export Preparation	Days 1 - 20
3	Secure Data Delivery	Days 20 - 25
4	Client's Content Verification	Days 25 - 55
5	Permanent Deletion	Days 55 - 60
6	Erasure Certificate	Day 60

3.2 Termination shall be effected in accordance with the Terms and the applicable COF. Nothing in this Schedule shall amend the applicable termination notice period, termination rights, billing obligations, refund treatment or effective date of termination. The termination of the subscription shall not, by itself, entitle the Client to any refund, credit or rebate except as expressly provided under the Terms or the applicable COF.

3.3 Where the subscription expires or is terminated without a notice period, or is terminated with immediate effect in accordance with the Terms, Taqtics shall use commercially reasonable efforts to apply the data export, verification and deletion process set out in this Schedule from the applicable expiry or termination date, subject to the nature and circumstances of such expiry or termination.

3.4 Nothing in this Schedule shall require Taqtics to continue providing access to the Platform following the effective date of termination where such access has been suspended or terminated in accordance with the Terms.

4. Data Export

4.1 Following receipt of a valid request for export from the Client, and subject to the Client having paid all amounts due to Taqtics under the applicable COF and the Terms, Taqtics shall prepare an export of the Client's Content maintained on the Platform and reasonably required to enable the Client to retain its records.

4.2 The export shall, to the extent applicable and maintained on the Platform, include: (a) checklist submissions, responses, scores, timestamps and submitter information; (b) audit records, scores, findings and auditor information; (c) issue records, assignments, comments and resolution information; (d) user records and role assignments; (e) Noticeboard content and read receipts; (f) underlying data supporting applicable BI dashboards and reports; and (g) photo and other media evidence maintained on the Platform.

4.3 The export shall generally be provided in structured, commonly used formats such as CSV or Excel, together with an appropriate media archive, where applicable. Taqtics shall not be required to reproduce the Client's Content in a format that is not reasonably supported by the Platform.

4.4 Any bespoke data extraction, transformation, migration assistance or other data services requested by the Client beyond the standard export described in this Schedule may be provided as Professional Support, subject to applicable fees and the Parties' agreement.

5. Secure Delivery

5.1 Taqtics shall deliver the export through a secure electronic transfer mechanism reasonably selected by Taqtics, which may include: (a) a secure file transfer protocol ("SFTP") environment; or (b) secure cloud storage using an authenticated or time-limited access mechanism.

5.2 Taqtics shall provide the Client with: (a) notification of availability of the export; (b) a file manifest identifying the files included in the export and, where reasonably practicable, applicable record counts; and (c) integrity information, such as checksums, where appropriate.

5.3 The Client shall be responsible for downloading and securely storing the exported Client's Content following delivery.

6. Client Verification

6.1 The Client shall review the exported Client's Content within 30 (thirty) days following delivery. Any material discrepancy concerning the completeness or integrity of the export shall be notified to Taqtics in writing during the verification period, identifying the relevant data or files in reasonable detail. Taqtics shall use commercially reasonable efforts to investigate and respond to a properly raised export discrepancy within 10 (ten) days. If the Client does not raise a written discrepancy within the verification period, the export shall be deemed accepted for purposes of the data termination process. The Client's failure to complete its verification within the verification period shall not prevent Taqtics from proceeding with deletion in accordance with this Schedule.

7. Permanent Deletion

7.1 Following: (a) the Client's written confirmation that the export is complete; or (b) expiry of the verification period without a written discrepancy, Taqtics shall proceed with permanent deletion of the Client's Content from the

systems within its control, subject to any retention required or permitted under Applicable Law, the Terms, the Data Protection Policy or this Schedule.

7.2 The deletion process shall include, to the extent applicable: (a) production databases and the Client's tenant environment; (b) Client media and files stored in the Platform's storage environment; (c) backup copies maintained by Taqtics, subject to applicable backup retention cycles, provided that such copies remain protected from ordinary access and are not restored, accessed or otherwise used for operational purposes except as reasonably necessary for legitimate business continuity, disaster recovery, security or legal or compliance purposes; (d) the Client's Platform instance or subdomain; and (e) system logs containing Client-specific information, by deletion or anonymisation, as applicable.

7.3 Taqtics shall require applicable sub-processors to delete the Client's Content in accordance with the Data Protection Policy, their contractual obligations and Applicable Law.

7.4 Taqtics shall not knowingly retain a recoverable copy of the Client's Content following completion of the deletion process, except where retention is required or permitted under Applicable Law, the Terms, the Data Protection Policy or this Schedule. Any Client's Content retained solely in backup systems shall be deleted or overwritten in accordance with the applicable backup retention cycle.

8. Erasure Certificate

8.1 Following completion of the applicable deletion process, Taqtics shall issue an erasure certificate confirming completion of such deletion process for the Client's Content from the systems within Taqtics' control, subject to any Client's Content retained in accordance with Applicable Law, the Terms, the Data Protection Policy or this Schedule, including applicable backup retention cycles ("**Erasure Certificate**"). The Erasure Certificate shall be issued by an authorised representative of Taqtics and shall identify: (a) the Client; (b) the relevant COF / subscription; (c) the effective deletion date; and (d) the categories of Client's Content covered by the deletion.

9. Post-Termination Retention

9.1 Except as expressly permitted or required under the Terms, the Data Protection Policy or Applicable Law, Taqtics shall not maintain an operational archive of the Client's Content following completion of the deletion process.

9.2 The Client shall be responsible for retaining the exported Client's Content necessary for its own legal, regulatory, audit, operational or record-keeping requirements.

9.3 Nothing in this Schedule shall require Taqtics to delete information which: (a) is required to be retained by Applicable Law; (b) forms part of records which Taqtics is legally required to maintain; or (c) is retained in anonymised or aggregated form such that it no longer identifies the Client or any individual.

9.4 Where Client's Content is subject to a legal hold, regulatory requirement, dispute, investigation or other circumstance requiring continued retention under Applicable Law, Taqtics may retain the relevant Client's Content for the period required for such purpose and shall continue to protect such Client's Content in accordance with the applicable confidentiality and data protection obligations.

10. Client Responsibilities

10.1 The Client shall: (a) designate an appropriate data contact for the termination process; (b) provide the information and access reasonably required to facilitate the export; (c) download and securely retain the exported Client's Content; (d) complete its verification within the applicable verification period; and (e) promptly notify Taqtics of any material discrepancy identified in the export.

10.2 Any delay by the Client in downloading or verifying the export shall not, by itself, extend Taqtics' obligation to maintain the Platform beyond the applicable termination date or require continued availability of the Platform after termination.

10.3 The Client shall be responsible for retrieving and retaining all Client's Content required for its legal, regulatory, audit, operational or record-keeping purposes before completion of the applicable deletion process.