

SaaS General Terms and Conditions

2026-02-10 - India

1. APPLICATION. The *SaaS General Terms and Conditions ("SaaS GTC")* shall govern any order placed by the Client in connection with the Cloud Services. Collectively, the SaaS GTC, the Quotation, including the Cover Page, the Attachments, and any Orders form the parties' agreement ("**Agreement**"). Conflicts between parts of the Agreement are governed by Section 22.5 (Order of Precedence). Capitalized terms are defined in context or in Section 23 (Definitions).

2. SERVICES. Subject to this Agreement, the Client may use the Cloud Services for its own business purposes during the period authorized by Optel.

3. USERS. The Client may permit Users to use the Cloud Services on its behalf. The Client is responsible for provisioning and managing its User accounts, for its Users' actions through the Cloud Services and for their compliance with this Agreement. The Client will ensure that Users keep their login credentials confidential and will promptly notify Optel upon learning of any compromise of User accounts or credentials.

4. AFFILIATES. The Client's Affiliates may serve as Users under this Agreement. Alternatively, the Client's Affiliates may enter into their own Orders as mutually agreed with Optel, which creates a separate agreement between each such Affiliate and Optel incorporating this Agreement with the Affiliate treated as the "Client". Neither the Client nor any of the Client Affiliate has any rights under each other's separate agreement with Optel, and breach or termination of any such separate agreement affects only that agreement.

5. DATA.

5.1. Use of Client Data. Subject to this Agreement, Optel will access and use the Client Data solely to provide and/or maintain the Services. The use of the Client Data includes sharing the Client Data as the Client directs through the Services, but Optel will not otherwise disclose the Client Data to third parties except as permitted in this Agreement.

5.2. Security. Optel will implement and maintain the Security Measures identified on the Cover Page. If no Security Measures are identified, Optel will use appropriate technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of the Client Data. The Client shall act diligently while using the Services to protect the Client Data, and abide by the Acceptable Use Policy.

5.3. Data Protection Roles & Compliance.

5.3.1. Roles and Processing Obligations. To the extent applicable Laws (such as the Indian Digital Personal Data Protection Act, 2023) require a specific designation of roles, the parties agree that Client acts as the "Data Fiduciary" (or Controller) and Optel acts as a "Data Processor" (or Data Business Associate). Optel shall (a) process Client Data solely in accordance with Client's instructions and this Agreement, and (b) notify Client without undue delay upon becoming aware of a confirmed security breach affecting Client Data.

5.3.2. GDPR Applicability. Client represents and warrants that, as of the date of the Order, it does not intend to use the Cloud Services to process Personal Data of data subjects located in the European Economic Area, the United Kingdom, or Switzerland ("**European Data**"). Client agrees not to submit European Data to the Cloud Services without providing Optel with at least thirty (30) days' prior written

notice. Upon such notice, the parties shall execute the Attachment titled "Data Processing Addendum (DPA)" (including DPA Schedules 1 to 4) prior to the processing of any European Data. Client acknowledges that submitting European Data without said executed DPA constitutes a material breach of this Agreement.

5.4. Usage Data. Optel may collect Usage Data and use it to operate, improve and support the Services and for other lawful business purposes, including benchmarking and reports. However, Optel will not disclose Usage Data externally unless it is (a) de-identified so that it does not identify the Client, its Users or any other person and (b) aggregated with data across other clients of Optel.

6. MUTUAL COMPLIANCE WITH LAWS. Each party will comply with all Laws that apply to its performance under this Agreement.

7. SUPPORT AND SLA.

7.1. Support. Optel will provide Support for the Cloud Services as described in the Basic Support Policy or in any agreed Priority Support Plan.

7.2. SLA. Optel will use commercially reasonable efforts to make the Cloud Services available 99.9% of the time each month, as calculated in accordance with the Service Level Agreement (SLA)

8. WARRANTIES.

8.1. Mutual Warranties. Each party represents and warrants that:

(a) it has the legal power and authority to enter into this Agreement, and

(b) it will use industry-standard measures to avoid introducing Viruses into the Cloud Services.

8.2. Additional Optel Warranties. Optel warrants that:

(a) the Cloud Services will perform materially as described in the Documentation and Optel will not materially decrease the overall functionality of the Cloud Services during a Subscription Term (the "Performance Warranty"), and

(b) any Professional Services will be provided in a professional and workmanlike manner (the "Professional Services Warranty").

8.3. Warranty Remedy. Optel will use reasonable efforts to correct a verified breach of the Performance Warranty or Professional Services Warranty reported by Client. If Optel fails to correct such a breach within 30 days after Client's warranty report ("Fix Period"), then either party may terminate the Order in whole or in part as relates to the non-conforming Cloud Services or Professional Services, in which case Optel will refund to Client any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Professional Services (for the Professional Services Warranty). To receive these remedies, Client must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Cloud Service or 30 days after delivery of the relevant Professional Services ("Claim Period"). These procedures are Client's exclusive remedies and Optel's sole liability for breach of the Performance Warranty or Professional Services Warranty.

8.4. Disclaimers. Except as expressly set out in this Agreement, each party disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title and noninfringement. Optel's warranties in this Section 8 do not apply to issues arising from Third Party Platforms or misuse or unauthorized modifications of the Cloud Services. These disclaimers apply to the full extent permitted by Law.

9. USAGE RULES.

9.1. Compliance. Client (a) will comply with the Acceptable Use Policy (AUP) and (b) represents and warrants that it has all rights necessary to use Client Data with the Cloud Services and grant Optel the rights to Client Data specified in this Agreement, without violating third-party intellectual property, privacy or other rights. Between the parties, Client is responsible for the content and accuracy of Client Data.

9.2. High Risk Activities & Sensitive Data. Client:

- (a) will not use the Cloud Services for High Risk Activities,
- (b) will not submit Sensitive Data to the Cloud Services, and
- (c) acknowledges that the Cloud Services is not designed for (and Optel has no liability for) use prohibited in this Section 9.2.

9.3. Restrictions. Client will not and will not permit anyone else to: (a) sell, sublicense, distribute or rent the Cloud Services (in whole or part), grant non-Users access to the Cloud Services or use the Cloud Services to provide a hosted or managed service to others, (b) reverse engineer, decompile or seek to access the source code of the Cloud Services, except to the extent these restrictions are prohibited by Laws and then only upon advance notice to Optel, (c) copy, modify, create derivative works of or remove proprietary notices from the Cloud Services, (d) conduct security or vulnerability tests of the Cloud Services, interfere with its operation or circumvent its access restrictions or (e) use the Cloud Services to develop a product that competes with the Cloud Services.

9.4. Accuracy. The Client assumes all risks related to the accuracy, completeness or usefulness of the Client Data in connection with any use of the Cloud Services. Client retains sole responsibility for ensuring that its business complies with all applicable laws and regulations, and for any decisions and actions taken in reliance on the results obtained from using the Services

10. THIRD-PARTY PLATFORMS. The Client may choose to enable integrations or exchange Client Data with Third-Party Platforms. Client's use of a Third-Party Platform is governed by its agreement with the relevant provider, not this Agreement, and Optel is not responsible for Third-Party Platforms or how their providers use Client Data.

11. PROFESSIONAL SERVICES. Optel will perform Professional Services as described in an Order or Statement of Work, which may identify additional terms or milestones for the Professional Services. Client will give Optel timely access to Client Materials reasonably needed for Professional Services, and Optel will use the Client Materials only for purposes of providing Professional Services. Subject to any limits in an Order or Statement of Work, Client will reimburse Optel's reasonable travel and lodging expenses incurred in providing Professional Services. Client may use code or other deliverables that Optel furnishes as part of Professional Services only in connection with Client's authorized use of the Cloud Services under this Agreement.

12. FEES.

12.1. Payment. Client shall pay the fees for the Services set forth in the Order within thirty (30) days of the invoice date, or as otherwise specified on the Cover Page or in the Statement of Work, as applicable (the "Payment Term"). Late payments are subject to a charge of (1.5%) per month, compounded monthly (*i.e.* 19.56% per annum) or the maximum amount allowed by Law, whichever is less, from the date such payment was due until the date paid. All fees and expenses are non-refundable except as expressly set out in this Agreement.

12.2. Taxes. Client is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("Taxes"), other than Optel's income tax. Fees and expenses are exclusive of Taxes.

12.3. Payment Disputes. If Client disputes an invoice in good faith, it will notify Optel within the Payment Term and the parties will seek to resolve the dispute over a 15-day discussion period. Client is not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.

12.4. Fee Increases. After the initial Subscription Term, Optel reserves the right to increase the fee for any or all of the Services by up to 3%, annually, without the requirement of providing prior notice to the Client. In the event that Optel determines an increase greater than 3% is necessary, the Client will be notified of such an increase at least three (3) months prior to the end of the then-current Subscription Term. The Client's continued use of the Cloud Services after the effective date of any such increase will constitute the Client's acceptance of the increased fees.

13. SUSPENSION. Optel may suspend Client's access to the Cloud Services and related services upon the occurrence of a Suspension Event, subject to providing Client with at least five (5) days' prior written notice, at least via email, to permit Client to cure such Suspension Event; provided, however, that no prior notice shall be required in the event of an emergency, a violation of Law, or to prevent material harm to the Cloud Services. Upon cure of the Suspension Event, Optel shall promptly restore Client's access to the Cloud Services.

For the purposes of this Agreement, "**Suspension Event**" means that: (a) Client's account is 30 days or more overdue; (b) Client is in breach of Section 9 (Usage Rules); or (c) Client's use of the Cloud Services poses a risk of material harm to the Cloud Services or to other services (including, without limitation, a security compromise, excessive resource consumption, or introduction of malicious code).

14. TERM AND TERMINATION.

14.1. Subscription Terms.

a) **The Initial Subscription Term.** The initial Subscription Term starts on the Commencement Date and shall continue for the period specified in the Key Terms as "Initial Subscription Term". If no period is specified in the Key Terms, the initial Subscription Term shall be three (3) years.

b) **Renewals.** Following the Initial Subscription Term, subscriptions to all Cloud Services will automatically renew for successive one (1) year periods (each a "Subscription Term"), unless Client provides Optel with written notice of non-renewal at least three (3) months prior to the end of the then-current Subscription Term.

14.2. Term of Agreement. The Agreement is effective as of the date of the initial Order for the Cloud Services and continues until the expiration of all Subscription Terms, unless earlier terminated in accordance with its terms. If no Subscription Term is in effect, either party may terminate this Agreement for any or no reason upon written notice to the other party.

14.3. Termination. Either party may terminate this Agreement (including all Subscription Terms) if the other party (a) fails to cure a material breach of this Agreement within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

14.4. Data Export & Deletion.

(a) During a Subscription Term, Client may export Client Data from the Cloud Services as described in the Documentation (or Optel will otherwise make the Client Data available to Client in a manner and in a format consistent with industry-standards and its general business practices).

(b) After termination or expiration of this Agreement, Optel will delete Client Data. Each party will delete any Confidential Information of the other in its possession or control.

(c) Nonetheless, the recipient may retain Client Data or Confidential Information in accordance with its standard backup or record retention policies or as required by Law, subject to Section 5.2 (Security), Section 18 (Confidentiality) and any DPA.

14.5. Effect of Termination.

(a) Client's right to use the Cloud Services, Support and Professional Services will cease upon any termination or expiration of this Agreement, subject to this Section 14.

(b) The following Sections will survive expiration or termination of this Agreement: 5.4 (Usage Data), 8.4 (Disclaimers), 9 (Usage Rules), 12.1 (Payment) (for amounts then due), 12.2 (Taxes), 14.4 (Data Export & Deletion), 14.5 (Effect of Termination), 15 (Intellectual Property), 16 (Limitations of Liability), 17 (Indemnification), 18 (Confidentiality), 19 (Required Disclosures), 22 (General Terms) and 23 (Definitions).

(c) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

15. INTELLECTUAL PROPERTY.

15.1. Reserved Rights. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Optel's express rights in this Agreement, as between the parties, Client retains all intellectual property and other rights in Client Data and Client Materials provided to Optel. Except for Client's express rights in this Agreement, as between the parties, Optel and its licensors retain all intellectual property and other rights in the Cloud Services, Professional Services deliverables and related Optel technology.

15.2. Feedback. If Client gives Optel feedback regarding improvement or operation of the Cloud Services, Support or Professional Services, Optel may use the feedback without restriction or obligation. All feedback is provided "AS IS" and Optel will not publicly identify Client as the source of feedback without Client's permission.

16. LIMITATIONS OF LIABILITY.

16.1. General Cap. Each party's entire liability arising out of or related to this Agreement will not exceed the General Cap.

16.2. Consequential Damages Waiver. Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits or interruption of business, even if informed of their possibility in advance.

16.3. Exceptions and Enhanced Cap. Sections 16.1 (General Cap) and 16.2 (Consequential Damages Waiver) will not apply to Enhanced Claims or Uncapped Claims. For all Enhanced Claims, each party's entire liability will not exceed the Enhanced Cap.

16.4. Nature of Claims. The waivers and limitations in this Section 16 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

16.5. Liability Definitions. The following definitions apply unless modified on the Cover Page:

- (a) "**Enhanced Cap**" means three times (3x) the General Cap.
- (b) "**Enhanced Claims**" means Optel's breach of Section 5.2 (Security) or either party's breach of Section 5.3 (DPA).
- (c) "**General Cap**" means amounts paid or payable by Client to Optel under this Agreement in the 12 months immediately preceding the first incident giving rise to liability.
- (d) "**Uncapped Claims**" means (a) the indemnifying party's obligations under Section 17 (Indemnification), (b) either party's infringement or misappropriation of the other party's intellectual property rights, (c) any breach of Section 18 (Confidentiality), excluding breaches related to Client Data and (d) liabilities that cannot be limited by Law.

17. INDEMNIFICATION.

17.1. Indemnification by Optel. Optel, at its own cost, will defend Client from and against any Optel-Covered Claims and will indemnify and hold harmless Client from and against any damages or costs awarded against Client (including reasonable attorneys' fees) or agreed in settlement by Optel resulting from the Optel-Covered Claims.

17.2. Indemnification by Client. Client, at its own cost, will defend Optel from and against any Client-Covered Claims and will indemnify and hold harmless Optel from and against any damages or costs awarded against Optel (including reasonable attorneys' fees) or agreed in settlement by Client resulting from the Client-Covered Claims.

17.3. Indemnification Definitions. The following definitions apply unless modified on the Cover Page:

- a) "**Client-Covered Claim**" means a third-party claim arising from Client's breach or alleged breach of Section 9.1 (Compliance) or 9.2 (High-Risk Activities & Sensitive Data).
- b) "**Optel-Covered Claim**" means a third-party claim that the Cloud Services, when used by Client as authorized in this Agreement, infringes or misappropriates a third party's intellectual property rights.

17.4. Procedures. The indemnifying party's obligations in this Section 17 are subject to receiving from the indemnified party: (a) prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay), (b) the exclusive right to control the claim's investigation, defense and settlement, and (c) reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Cloud Services when Optel is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

17.5. Mitigation. In response to an infringement or misappropriation claim, if required by settlement or injunction or as Optel determines necessary to avoid material liability, Optel may: (a) procure rights for Client's continued use of the Cloud Services, (b) replace or modify the allegedly infringing portion of the Cloud Services to avoid infringement, without reducing the Cloud Services' overall functionality or (c) terminate the affected Order and refund to Client any pre-paid, unused fees for the terminated portion of the Subscription Term.

17.6. Exceptions. Optel's obligations in this Section 17 do not apply to claims resulting from (a) modification or unauthorized use of the Cloud Services, (b) use of the Cloud Services in combination with items not provided by Optel, including Third-Party Platforms or (c) Optel Software other than the most recent release, if Optel made available (at no additional charge) a newer release that would avoid infringement.

17.7. Exclusive Remedy. This Section 17 sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section 17.

18. CONFIDENTIALITY.

18.1. Use and Protection. As recipient, each party will (a) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement, (b) not disclose Confidential Information to third parties without the discloser's prior approval, except as permitted in this Agreement and (c) protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

18.2. Permitted Disclosures. The recipient may disclose Confidential Information to its employees, Affiliates, agents, contractors and other representatives having a legitimate need to know (including, for Optel, the subcontractors referenced in Section 22.10), provided it remains responsible for their compliance with this Section 18 and they are bound to confidentiality obligations no less protective than this Section 18.

18.3. Exclusions. These confidentiality obligations do not apply to information that the recipient can document (a) is or becomes public knowledge through no fault of the recipient, (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser, (c) it rightfully received from a third party without confidentiality restrictions or (d) it independently developed without using or referencing Confidential Information.

18.4. Remedies. Breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

19. REQUIRED DISCLOSURES. The recipient may disclose Confidential Information (including Client Data) to the extent required by Laws. If permitted by Law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

20. PUBLICITY. Neither party may publicly announce this Agreement without the other party's prior approval or except as required by Laws.

21. PILOT, TRIALS, AND BETAS.

21.1 Agreement and Duration. The parties may agree to a Pilot, a Trial, or the testing of Betas. The arrangement regarding a Pilot, a Trial, or the testing of Betas must be evidenced in the Cover Page signed by both parties. The period for the Pilot, Trial, or testing of Betas is that agreed upon by the parties and set forth in the Key Terms of the Cover Page. In the absence of an agreed period listed in the Cover Page, such period shall be three (3) months from the signature of the Cover Page.

21.2 Termination, Extension, Conversion to Long-Term Subscription. During the period of the Pilot, Trial, or testing of Betas, either party may terminate the Agreement at any time and without cause, upon written notice. Any extension of the period of the Pilot, Trial, or testing of Betas requires a written agreement signed by the parties. At the end of the period of the Pilot, Trial, or testing of Betas, the Initial Subscription Term shall automatically commence and the Agreement shall continue, unless either party has terminated it by written notice received by the other party during the period of the Pilot, Trial, or testing of Betas.

21.3 Restrictions. During the period of the Pilot, Trial, or testing of Betas, Client is authorized to use actual operational and transactional data only in a non-production environment, and solely for evaluation and validation purposes. Notwithstanding the use of actual data, the Cloud Services provided under a Pilot, Trial, or testing of Betas shall not be used for the release of regulated products, market authorization, or formal regulatory submissions.

21.4 Disclaimer. Client acknowledges and agrees that the results, reports, serialized data, UID (unique identifier) statuses, events, and traceability information generated from such actual data are provided solely for evaluation purposes. They shall not serve as a basis or evidence for the release of regulated products, certification, the execution of recalls, or regulatory audits. During the testing of Betas, Client acknowledges that the Cloud Services are provided "AS IS" and "AS AVAILABLE", that Optel Software is in a testing phase (Beta), and that it may contain defects, errors, or bugs likely to affect its operation.

21.5 Limited Liability. Notwithstanding any provision to the contrary, including Sections 7, 8, 16, and 17 of these SaaS GTC, during the period of the Pilot, Trial, or testing of Betas, Optel offers no warranty, indemnity, SLA, or Support. Optel does not warrant that the Cloud Services will operate uninterrupted or error-free, and disclaims any liability for any direct or indirect damages, including loss of data or revenue, resulting from the use of the Cloud Services. In the event that Optel is nevertheless held liable for direct or any other damages, such liability shall in no event exceed a total amount of 1,000 US dollars, notwithstanding any provision to the contrary, including Sections 16 and 17 of these SaaS GTC.

21.6 Data Export and Deletion. Notwithstanding Section 14.4 of these SaaS GTC, at the end of the Pilot, Trial, or testing of Betas, unless the Agreement continues, Optel will provide Client with a one-time export of the list of used unique identifiers ("UIDs") and their status, and will delete all Client Data no later than one hundred and eighty (180) days following the end of the Pilot, Trial, or testing of Betas.

22. GENERAL TERMS.

22.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement, with notice to the other party, in connection with the assigning party's merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

22.2. Governing Law and Courts. This Agreement, and any action arising out of or relating to it, shall be governed by the laws of the jurisdiction specified in the Key Terms, without regard to conflict of law principles. If no jurisdiction is specified, the laws of Ireland shall apply. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in the jurisdiction indicated in the Key Terms (or the courts of Ireland, if none is specified) for the adjudication of any such action.

22.3. Notices.

a) Notifications shall be deemed validly delivered if sent to the email address specified in the Key Terms. If no email address is specified: **i)** Notifications to Optel must be sent by registered mail or by a nationally recognized overnight courier service (such as FedEx or UPS) to: Optel Vision Inc., c/o Head of Legal, 2680 boul. du Parc Technologique, Québec, Québec, G1P 4S6, Canada, with a mandatory copy via email to legalnotices@optelgroup.com, and **ii)** Notifications to the Client must be sent by registered mail or by a nationally recognized overnight courier service (such as FedEx or UPS) to the Client's address as set forth on the Cover Page, or to its registered office.

b) Optel may also send operational notices through the Cloud Services.

22.4. Entire Agreement. This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. Excluding Orders, terms in business forms, purchase orders, quotes, or vendor registration forms used by either party or on behalf of either party will not amend or modify this Agreement; any such documents are for administrative purposes only. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

22.5. Order of Precedence. In the event of any conflict or inconsistency among the documents forming the Agreement, the controlling order of precedence shall be: **(1)** the Key Terms; **(2)** the Additional Terms (if any); **(3)** the Quotation; **(4)** the Saas GTC; **(5)** the Attachments; and **(6)** the Order. An Order may not modify or supplement the terms and conditions of the Quotation or any other part of the Agreement.

22.6. Amendments. Any amendments to this Agreement must be in writing and signed by each party's authorized representatives.

22.7. Operational Changes. With notice to Client, Optel may modify the Support Policy, SLA or Security Measures to reflect new features or changing practices, but the modifications may not be retroactive or materially decrease Optel's overall obligations during a Subscription Term.

22.8. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or

unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

22.9. Force Majeure. Neither party is liable for a delay or failure to perform this Agreement due to a Force Majeure. If a Force Majeure materially adversely affects the Cloud Services for 30 or more consecutive days, either party may terminate the affected Order(s) upon notice to the other and Optel will refund to Client any pre-paid, unused fees for the terminated portion of the Subscription Term. However, this Section does not limit Client's obligations to pay fees owed.

22.10. Subcontractors. Optel may use subcontractors and permit them to exercise its rights and fulfill its obligations, but Optel remains responsible for their compliance with this Agreement and for its overall performance under this Agreement. This does not limit any additional terms for subprocessors under a DPA.

22.11. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

22.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

22.13. Open Source. Optel Software distributed to Client (if any) may include third-party open source software ("Open Source") as listed in the Documentation or by Optel upon request. If Client elects to use the Open Source on a stand-alone basis, that use is subject to the applicable Open Source license and not this Agreement.

22.14. Export. Each party (a) will comply with all export and import Laws in performing this Agreement.

23. DEFINITIONS.

"Acceptable Use Policy" or **"AUP"** is the Attachment referred to in Section 9.1 (Compliance).

"Additional Terms" means any additions to or modifications of the SaaS GTC specified on the Cover Page.

"Affiliate" means an entity controlled, controlling or under common control with a party, where control means at least 50% ownership or power to direct an entity's management.

"Agreement" has the meaning given in Section 1 (The Agreement).

"Attachment" means any attachments of the "SaaS Contract (India)", including the SaaS GTC.

"Basic Support Policy" is the Attachment referred to in Section 7.1 (Support).

"Betas" means Cloud Services consisting, in whole or in part, of Optel Software that is still in development.

"Client" means the party identified as "Client" on the Quotation.

"Client Data" means any data, content or materials that Client (including its Users) submits to its Cloud Services accounts, including from third parties or Third-Party Platforms, as well as any data generated as a result of the Client's use of the Cloud Services, but excluding Usage Data.

“Client Materials” means materials and resources that Client makes available to Optel in connection with Professional Services.

“Cloud Services” means Optel’s proprietary cloud services (e.g., Optchain™ or VerifyBrand™) identified in the Key Terms, as modified from time to time. The Cloud Services include the right to access and use the Optel Software and the related Documentation but not Professional Services deliverables or Third-Party Platforms

“Commencement Date” means the date or time specified in the Key Terms as the Commencement Date. In the absence of such specification, the Commencement Date is either: a) The date on which the initial kick-off meeting with the Client is held and from which the main features of the Cloud Services become accessible via the cloud, or b) The day following the end of the Pilot, Trial, or testing of Betas, if the parties have agreed to conduct a Pilot, a Trial, or the testing of Betas.

“Confidential Information” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient as “confidential” or “proprietary” or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Optel’s Confidential Information includes pricing terms, technical or performance information about the Cloud Services; and Client’s Confidential Information includes Client Data.

“Cover Page” means the section titled “Cover Page Information” in the Quotation associated with the Client’s purchase order or order confirmation. It contains the Key Terms, as well as the Additional Terms (if any).

“Data Protection Addendum” or “DPA” is the Attachment referred to in Section 5.3.2.

“Documentation” means Optel’s standard usage documentation for the Cloud Services.

“Fees” means the fees set forth in a Quotation, provided they are confirmed by a corresponding Order.

“Force Majeure” means an unforeseen event beyond a party’s reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party Internet or utility failure, refusal of government license or natural disaster, where the affected party takes reasonable and customary measures to avoid or mitigate such event’s effects.

“High Risk Activities” means activities where use or failure of the Cloud Services could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

“Key Terms” refer to the information specified on the Cover Page under the titles “Optel”, “Cloud Services”, “Initial Subscription Term”, “Governing Law and Courts”, “Payment Terms”, “Commencement Date”, and to the other terms indicated as “Key Terms” on the Cover Page (if any).

“Laws” means all laws, regulations, rules, court orders or other binding requirements of a government authority that apply to a party.

“Optel” means the party identified as “Optel” on the Cover Page.

“Optel Software” means any proprietary apps or software that Optel provides to Client as part of the Cloud Services.

“Order” means an order placed by the Client for Services, provided it is issued in strict accordance with a Quotation. The terms and conditions appearing on a Client purchase order or to which an external reference is made in a purchase order (including via URL or hyperlink) or any terms and conditions appearing on any other document originating from the Client to confirm an order, are excluded from the Order and are null and void.

“Personal Data” means Client Data relating to an identified or identifiable natural person.

“Pilot” means the right to access the Cloud Services (or features of the Cloud Services) for a short period agreed upon by the parties, on a paid basis.

“Priority Support Plan” means a support coverage plan that enhances the provisions of the Basic Support Policy. The Quotation for a Priority Support Plan may set forth additional terms and conditions that shall be incorporated into this Agreement.

“Professional Services” means training, migration or other professional services that Optel furnishes to Client related to the Cloud Services.

“Quotation” means the formal offer issued by Optel to the Client specifying the Services to be provided and their associated fees. It includes the Cover Page.

“SaaS Contract (India)” means the set of documents available at <https://www.optelgroup.com/en/standard-saas-contract-india> (*i.e.*, the SaaS GTC and the Attachments) which, together with the Quotation (including the Cover Page) and any Orders, constitutes the Agreement.

“SaaS GTC” means these terms and conditions.

“Security Measures” means the security measures set forth in the Attachment “Security Measures”.

“Sensitive Data” means (a) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”), (b) credit, debit, bank account or other financial account numbers, (c) social security numbers, driver’s license numbers or other government ID numbers and (d) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation.

“Service Level Agreement” or “SLA” is the Attachment referred to in Section 7.2 (SLA).

“Services” refers to the Cloud Services, Support, Professional Services, or any other services that Optel provides pursuant to an Order in connection with the Cloud Services.

“Statement of Work” or “SOW” means a statement of work for Professional Services that is executed by the parties and references this Agreement.

“Subscription Term” means the term for Client’s use of the Cloud Services identified in an Order.

“Support” means support for the Cloud Services as described in Section 7.1 (Support).

“Third-Party Platform” means any product, add-on or platform not provided by Optel that Client uses with the Cloud Services.

“Trial” means the right to access the Cloud Services (or features of the Cloud Services) for a short period agreed upon by the parties, on a free, trial basis.

“Usage Data” means Optel’s technical logs, data and learnings about Client’s use of the Cloud Services, but excluding Client Data.

“User” means anyone that Client allows to use its accounts for the Cloud Services, who may include (a) employees, advisors, suppliers, and contractors of Client and its Affiliates and (b) others if permitted in this Agreement, the Documentation or an Order.

“Virus” means viruses, malicious code or similar harmful materials.