

Whatsapp Messaging Services Agreement

This Whatsapp Messaging Services Agreement (the "Agreement") is entered into on the _____, with the intended Effective Date being _____ ("Effective Date"). This Agreement is made and entered into between **Anantyaai Communications Pvt. Ltd** and _____, for the provision of messaging services.

Anantyaai Communications Pvt. Ltd, a company with registration number 07ABCCA1334P1ZM and having its office at Floor No.3 : PLAZA-3, UNIT No.: 3039 & 3040, THIRD FLOOR, CENTRAL SQUARE, MANOHAR LAL ROAD, KHURANA MARG, Bara Hindu Rao, New Delhi, Pincode: 110006, hereby duly represented by Ms Yashika Kothari as authorised signatory ("Supplier" which expression unless repugnant to the meaning or context thereof shall be deemed include its affiliates, successors and assigns)

and

organised and existing under the laws of India with	corporation company and
having its registered office at hereby duly represented by	as

WHEREAS, the Parties intend that this Agreement will govern Customer's purchase of limited rights to access and use certain Supplier applications and the sale of certain Supplier services to Customer.

Now therefore, the PARTIES hereby agree as follows

1. SCOPE OF AGREEMENT

- At the request of Customer, Supplier has agreed to provide Customer with the Supplier Services, subject to and based upon the scope mentioned in **Exhibit B** attached hereto with terms and conditions contained hereunder.

2. SERVICE FEES AND PAYMENT

- The Detailed service fees has been enclosed in **Exhibit A**. All amounts under this Agreement are stated and payable in _____ and/or as otherwise stated elsewhere in the Agreement.
- All payments are to be made within fifteen (15) days of the respective invoice date. A delay beyond the due date may lead to service suspension with a notice of 7 Days.
- The initial configuration and onboarding cost for utilizing Anantya.ai Panel must be paid before onboarding, including if white labeling and on-premise features are used, regardless of the agreed payment terms.
- Charges will be based on actual usage recorded in the Anantya.ai panel, including counts for messages _____ These panel-generated logs will form the basis for billing
- All payments must include:
 - (i) any bank charges that the Customer's bank may charge, including any intermediary bank charges, and any charges of any financial institution if in force; and
 - (ii) any applicable taxes at the rate and in the manner required by law, (excluding taxes on the net income, profits, gains or net worth of the Supplier).
- Any discrepancy between the total fee amount and the amount received by the Supplier will constitute an unpaid amount. and must be worn before.
- Usage by the Customer is not linked to the Supplier's payment commitments to Meta and other third parties. Customers shall remain liable to pay as per panel usage regardless of the Customer's internal usage or realization or ROI calculations.

3. TERM AND TERMINATION

This agreement ("Agreement") shall commence on the date of signing and shall remain in effect for a period of _____ from the date of signing. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of _____ each unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Each renewal period shall include a **10% increase** on the fees and charges agreed upon for the preceding year.

Any changes to the billing terms that the Customer agrees to—whether in pricing, billing cycle, or scope—**must be communicated to the Supplier at least thirty (30) days in advance** through the assigned salesperson, with a copy marked to the Customer Support Manager. Verbal confirmations or post-facto notifications will not be considered valid.

4. DISPUTE AND RESOLUTION

The parties will use reasonable efforts to resolve the dispute within fifteen (15) days from the date of notice of the dispute. Payments will be made based on log statements generated from the supplier platform. In the event that Customer disputes in good faith any portion of Supplier's invoice, Customer may withhold payment of such amounts until the dispute is resolved as provided herein, but it shall pay any amounts not disputed on the due date. Customer must notify the Supplier of the dispute until the due date for payment ("Dispute Notification")

5. LIMITATION OF LIABILITY

The Supplier will not be held liable for any service disruption, delivery delays, template rejections, blue tick issues, or account restrictions arising due to dependencies or decisions made by **Meta Platforms, Inc.**

These include but are not limited to:

- WhatsApp or Facebook verification failures,
- Message delivery failure due to WhatsApp downtime,
- Template review delays or rejections,
- Any restrictions placed by Meta on template sending or account limitations.

The Supplier will provide best-effort support in communicating and resolving such issues with Meta but shall not be held financially or legally accountable for Meta-controlled outcomes.

6. EXHIBITS AND ADDENDA: The Parties agree that this Agreement (and the defined term "Agreement") includes the following exhibits, all of which are incorporated herein by this reference:

- **EXHIBIT A:** Fees
- **EXHIBIT B:** Service Description

IN WITNESS WHEREOF, by affixing the Signature in the space provided hereunder, the Parties acknowledge that they have read, agreed, and are bound by the entire Agreement along with its Exhibits. The Parties have their duly authorised representatives signed this Agreement on the day and year set below:

ANANTYAAI COMMUNICATIONS PVT. LTD

By: _____

(Signature)

Name: **Anantyaai Communications**

Title: Authorized Signatory

By: _____

(Signature)

Printed Name: _____

Title: _____

EXHIBIT A: STANDARD PRICING STRUCTURE

This Exhibit outlines the **standard pricing structure** for Anantya.ai's WhatsApp Messaging Services, applicable across all customers unless otherwise agreed.

The Customer acknowledges that these are reference prices and confirms agreement to the **final commercials and deliverables detailed specifically under Exhibit B**, which take precedence in case of any variation.

Particulars	Billing Type	Cost (_____)	
Meta Business Verification & Number Configuration	One-time	_____	
Platform Charges	_____	_____	
• _____	_____	_____	
• _____	_____	_____	
• _____	_____	_____	
• _____	_____	_____	
• _____	_____	_____	
WhatsApp Conversation Charges (_____)			
Conversation Type	Per Conv. Cost (_____)	Per Conv. Cost (_____)	
Marketing (BI)	_____	_____	
Utility (BI)	_____	_____	
Authentication (BI)	_____	_____	
Service (UI)	_____	_____	
ADDITIONAL UPGRADE	Unit	One Time	Quarterly
Blue Tick*	1	3000	0.00
Addon Channel FB Messenger, Instagram (Unlimited Conversation)	1	0	2000
API Integration (Per API)	BASED ON SCOPE OF WORK		
On-Premises Database Hosting	BASED ON SCOPE OF WORK		

[END OF EXHIBIT A]

EXHIBIT B: SUBSCRIPTION OUTLINE

Client agrees to the following terms, features, and commercials as part of the WhatsApp Messaging Services provided by Anantya.ai under this Agreement. By signing this Agreement, the Client confirms acceptance of all terms, commercials, and service deliverables outlined herein.

Particulars	Billing Type	Cost (_____)
Meta Business Verification & Number Configuration	One-time	_____
Platform Charges	_____	_____
• ----- • ----- • ----- • ----- • -----		
Addon (if Any)	_____	_____
WhatsApp Conversation Charges (_____)		
Conversation Type	_____	
Marketing (BI)		_____
Utility (BI)		_____
Authentication (BI)		_____
Service (UI)		_____

Terms & Conditions

- Meta Disclosure:** The blue tick, subject to Meta approval, epitomises your business's goodwill and branding. We pledge our best efforts to obtain it, as brand establishment is vital for securing the blue tick according to Meta's standards. Trust us to enhance your brand's presence, guiding you towards this symbol of credibility and recognition.
- The attainment of Facebook (FB) verification, the display of the Blue verified tick on WhatsApp numbers, as well as template pausing and account restrictions, are solely under the control of Meta Platforms, Inc. ("Meta"). While we, as suppliers, provide assistance in submitting necessary details and documents, we are not liable if Meta does not approve FB verification, the Blue tick, or imposes template pausing or account restrictions, regardless of the information provided. Meta's decisions are final, and we accept no responsibility for any consequences resulting from failed verification, template pausing, or account restrictions. This disclaimer remains valid even after termination of this Agreement.
- The Supplier does not guarantee 100% message delivery, as it is subject to recipient availability, handset compatibility, network coverage, and Meta's routing decisions. Delivery metrics provided are best-effort logs based on Meta and telecom operator responses.
- Above all prices are exclusive of any applicable taxes or VAT. Taxes will be charged separately and are the responsibility of the customer.
- If campaigns are sent outside the countries specified in the agreement, **Global Conversational Pricing** will be applicable to any additional countries where the campaigns are sent.

6. The prices outlined in this agreement are subject to Meta's policies. Any changes in Meta's pricing structure will directly impact our pricing accordingly. From July 1, 2025, WhatsApp messaging charges will be calculated per template sent, as per Meta's revised billing policy. The client agrees to bear charges based on actual template sends and the applicable rates defined by Meta.
7. The currency used for any operations governed by this Agreement is _____. In accordance with Section 4 of this Agreement, the price per each Chargeable Event shall be communicated to the Customer via e-mail in a coverage list.
8. Customers shall not resell, sub-license, white-label, or redistribute the services provided under this Agreement without prior written approval from the Supplier.
9. Supplier is in every instance entitled to pass on price increase by email to the Customer, arising from an obligation pursuant to legislation and regulations, from an increase in the purchase price of messages or from rates changes effected by META, Network Operators, market dynamics, Statutory charges or any rate increase. Supplier shall make reasonable efforts to notify the Customer in advance of such price change. In the event that the Customer does not agree with the proposed changes, this Agreement can be terminated in accordance with this Agreement.
10. The initial configuration and onboarding cost for utilizing Anantya.ai Panel must be paid before onboarding, including if white labelling and on-premise features are used, regardless of the agreed payment terms.
11. All amounts are payable within Fifteen (15) days of the respective invoice date. In addition, Supplier has the right to suspend performance under this Agreement, including as to any and all Messaging Platform and/or Services, without notice at any time that Customer is in payment default. Supplier's acceptance of Customer's partial payment of an invoice will not waive Supplier's right to claim any further payment for that portion of the invoice not paid by Customer. Costs of collection (including without limitation attorneys' fees) and related bank charges shall be paid by Customer.

ANANTYAAI COMMUNICATIONS PVT. LTD

By: _____
 (Signature)

Name: **Anantyaai Communications**

Title: Authorized Signatory

By: _____
 (Signature)
 Printed Name: _____
 Title: _____

Resolution and Escalation

Escalation Level	Role	Contact Email	When to Escalate
Level 1	Central Support	help@anantya.ai	No resolution in 2 days
Level 2	Partnership Manger	Lakshay@anantya.ai	No response in 1 business day
Level 3	Founder's Office	Mokshika@anantya.ai	Ongoing issue past SLA or business risk

[END OF EXHIBIT B]