

INDIA LOCAL HOSTING AGREEMENT

This India Local Hosting Agreement ("Agreement") is made and entered into on this 15th day of June, 2024, by and between:

Client: Apex Solutions Pvt. Ltd., having its principal place of business at 402, Infinity Towers, Bengaluru, India, hereinafter referred to as the "Client".

Service Provider: HostIndia Pvt Ltd, having its registered office at 11 Lotus Business Park, Mumbai, India, hereinafter referred to as the "Provider".

WHEREAS, the Client wishes to engage the Provider for local hosting and data management services in India, and the Provider agrees to provide such services under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. PAYMENT TERMS

1.1 The Client agrees to pay the Provider for hosting services within forty-five (45) days from the date of each invoice.

1.2 Invoices shall be issued monthly for recurring hosting and support services.

1.3 Late payments shall incur an interest charge of 1.5% per month on the outstanding balance.

1.4 All payments shall be made in Indian Rupees (INR) by electronic bank transfer to the Provider's designated account.

2. CONFIDENTIALITY

2.1 Both parties acknowledge the receipt of confidential or proprietary information during service provision.

2.2 Each party agrees to maintain the confidentiality of such information and not disclose it to any third party without prior written consent.

2.3 Confidential information does not include data already in the public domain or lawfully obtained elsewhere.

2.4 The Provider shall implement reasonable data protection and security measures to safeguard all confidential information.

3. DATA LOCALISATION & RETENTION

3.1 The Provider agrees that all personal data and transaction records of the Client will be stored solely within Indian jurisdiction unless otherwise required by law.

3.2 The Provider shall retain all data processed under this Agreement for a minimum of seven (7) years, unless legal obligations require longer retention.

3.3 Upon termination or expiration of this Agreement, Client data shall be archived securely, and deletion shall occur only after written consent from the Client.

4. TERMINATION

4.1 Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

4.2 Immediate termination is permitted in the event of a material breach that remains uncured after written notice.

4.3 Upon termination, the Provider shall transfer all data records and confidential materials to the Client and securely delete remaining data upon confirmation.

5. LIABILITY

5.1 Neither party shall be liable for indirect, incidental, or consequential damages.

5.2 The Provider's total liability under this Agreement shall not exceed the fees paid in the preceding twelve (12) months.

5.3 Indemnification is provided against legal claims arising from breaches of confidentiality or data localisation requirements.

6. GOVERNING LAW

6.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

6.2 Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

7. ENTIRE AGREEMENT

7.1 This Agreement represents the entire understanding between the parties and supersedes any prior agreements.

7.2 Amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Authorized Signatory (Client)

Name: Rohan Mehta

Title: Director, Apex Solutions Pvt. Ltd.

Date: June 15, 2024

Authorized Signatory (Provider)

Name: Aarav Patel

Title: Director, HostIndia Pvt Ltd

Date: June 15, 2024