## E2E

#### 1.INTRODUCTION

India's Top Provider of Advanced Cloud GPUs

Build a future in a world driven by AI with our cloud solutions. Get access to NVIDIA 8xH100, A100, L40S and more to run your AI/ML workloads. With significantly lower prices, we want to help your business thrive.

**Launch GPUContact Sales** 

Trusted by 15,000+ Clients

## **Accelerated Cloud Built for Developers**

**Explore** 

#### **Cloud GPUs**

Run GPU intensive workloads with confidence across various industry verticals and experience high performance computing in the cloud.

Starting as low as ₹ 30/hr

#### Tir: E2E Cloud's Flagship Machine Learning Platform

Tir is built on top of Jupyter Notebook, an advanced web-based interactive development environment offered by E2E Cloud.

Starting as low as ₹ 3.1/hr

#### **Linux Cloud**

Experience bare-metal performance on Cloud with zero noisy neighbor problem, and reliable performance.

Starting as low as ₹ 3.50/hr

#### Windows Cloud

Run your workloads on powerful, reliable Windows Server instances; available in cloud server and smart dedicated server variants.

Starting as low as ₹ 3/hr

#### **Storage Cloud**

E2E Cloud is offering secure, reliable, and cost-effective storage solutions. Businesses can schedule snapshots, automate backups, store and access their data from anywhere while ensuring quick and secure access.

Starting as low as ₹ 2.5/GB

#### **Cloud Solutions**

Simplify the server administration and website management tasks with reliable, scalable Webuzo pre-installed cloud servers.

Starting as low as ₹ 1/hr

#### **INFRASTRUCTURE**

#### **Battle-tested Infrastructure**

Over 15,000 clients trust E2E Networks to run their production workloads. Our multi-region cloud is built to be performant, reliable, resilient and secure for all sizes and scale.

#### **CONFIGURATIONS**

## Pre-configured with Industry-leading Frameworks

Our containers are pre-configured with all major frameworks and libraries. All your tools and libraries run effortlessly on our platform.

#### **USE CASES**

## **Designed for Numerous Real-World Use Cases**

Our infrastructure cloud is used for solutions in domains ranging from Data Science, NLP, Computer Vision / Image Processing, Observability, HealthTech, ConsumerTech, and more.

**Explore Customers** 

Design and implement data-parallel algorithms that scale to hundreds of tightly coupled processing units: molecular modelling, fluid dynamics and others.

Accelerate Convolutional Neural Networks based deep-learning workloads like video analysis, facial recognition, medical imaging and others.

Providing 72 RT core allows for performing the real-time RAY Tracing. It is certified by the leading graphics organizations on sophisticated professional applications.

#### CONFIGURATIONS

## **Built With Everything You Need**

Each workload on E2E Networks is built with everything you need to run your development or production stack.

#### **E2E Volumes**

Also known as EBS, E2E Block Storage Provides block-level storage volumes to use with our compute nodes. These volumes can be attached to your computing nodes which makes its data and file system...

#### Cloud Load Balancers

Leave the hassle of maintaining your load balancers and focus more on your applications & customers with fully-managed Load Balancer Appliances.

#### **Object Storage**

Also known as EOS, E2E object storage is an SSD-based S3-compatible object storage service designed for demanding workloads like machine learning and deep learning.

#### One-click Deployment

At E2E Networks, we understand the need for a quick deployment of infrastructure for both the prod and pre-prod environments.

#### **DBaaS**

Setup, operate, and manage your database in the cloud with just a few clicks. Experience the Database service designed for mission-critical applications.

#### **API & CLI Access**

E2E API lets you programmatically manage nodes and resources (which you traditionally manage via the MyAccount portal) on E2E Cloud using conventional HTTP requests.

#### CDN

E2E CDN is a global content delivery network that distributes your content & web pages to end-users with minimal latency, creating enhanced experiences for your customers.

#### Reserved IP

Reserve new IP addresses & assign them to your nodes or keep them idle as you need — also, reserve IP addresses of your existing nodes.

#### E2E Auto Scale

With the all-new E2E Auto Scaling feature, now on E2E Cloud, dynamically scale up & scale back your applications & workloads as your situation demands.

#### Virtual Private Cloud

E2E Networks Virtual Private Cloud enables you to launch E2E nodes into a virtual network that you've defined. This virtual network closely resembles a traditional network that you'd operate in your own data centre.

## 99.99% SLA. 100% Human Support.

Our customers swear by the proactiveness of our support staff, and our obsessive focus on uptime SLA. Talk to our sales team now to learn more. 100% Human Support

Unlike other cloud providers, our support team is always reachable.

#### 99.99% Uptime SLA

Uptime SLAs such that you worry less and do more.

#### 2.TEAM

# Meet the Team that Transformed India's Cloud Computing Landscape

Since 2009, we have been on a mission to simplify cloud computing for you, so you can focus on your business.

15,000+ Clients
10 Countries
2 Data Centers
NSE Listed
Trusted by 15,000+ Clients

## **Our Journey**

E2E Networks is the leading hyperscaler from India with focus on advanced Cloud GPU infrastructure, listed on the National Stock Exchange (NSE). The company is popular for providing accelerated cloud computing solutions, including cutting-edge Cloud GPUs like NVIDIA A100/H100 GPUs and upcoming H100 on the Cloud, making it the leading IAAS provider focused on advanced Cloud GPU capabilities in India.

E2E Networks Cloud computing solutions are built on the principles of affordability, assistance, accessibility, accommodative, and AtmanirbharBharat (self-reliant India), which are collectively referred to as the 5As of E2E Cloud. The company has been instrumental in helping India become self-reliant in the cloud infrastructure by offering a true public cloud platform that is multi-region, smart dedicated compute, and designed to cater to the unique needs of Higher Education and Research, Enterprises businesses and next generation of Al/ML startups in the country.

Our platform has further strengthened its position as the leading accelerated computing cloud platform from India by demonstrating its capabilities in the AI/ML, NLP, Computer Vision and Generative AI on its Cloud GPU platform. The company has well earned its reputation as a trusted and reliable partner of choice for Higher Education and Research Institutions, Enterprises and AI/ML startups in India as well as globally.

E2E Networks was amongst the first few providers out of India providing contractless computing with low latency. The company's advanced Cloud Computing solutions, including Cloud GPUs like NVIDIA A100/H100 and upcoming GH100 are aimed at helping India rise as an AI/ML superpower transforming Higher Education, Research and Enterprises across industry and academia.

#### **Our Values**

Our culture is driven by a shared passion to create real value for our clients, for our investors and for every member of our team.



#### **Transparency**

We operate with the highest standards of transparency in our relationships with our clients, investors, and team. This commitment has helped us build strong bridges over time.



#### **Autonomy**

Our culture is driven by a sense of autonomy and accountability, which enables us to empower our team and create a strong sense of ownership towards our work.



#### **Innovation**

Innovation is at the heart of our company culture, which stems from our ambition to stay on the forefront of our domain of business.



#### **Equality**

We are an equal-opportunity employer, and our focus is to create an atmosphere of diversity without any bias based on race, caste, creed, gender, or economic background.

## **Leadership Team**

#### **Tarun Dua**

**Managing Director** 

An alumnus of NIT Kurukshetra, envisioned the future of India in the field of Cloud and Al Transformation.

Read Bio

## Srishti Baweja

Whole Time Director Srishti did B.Com(H) from prestigious S.R.C.C, Delhi University, and completed Charte...

Read Bio

## **Mohammed Imran**

CTO (Chief Technology Officer)
Imran runs E2E's cloud computing operations and initiatives using his extensive ex...

#### Read Bio

## Kesava Reddy

Chief Revenue Officer

Kesava has been closing B2B sales for startups for the last 10 years. He is currently the...

Read Bio

## Megha Raheja

Chief Financial Officer

Megha is a Chartered Accountant with over 21 years of experience in IT/ITES and...

Read Bio

#### **Ashish Charan**

Assistant Vice President - Cloud Solutions

Ashish V. Charan is a result-oriented professional with 7 years of experience in the Techno commercial domain.

Read Bio

## **Pawan Kumar Singh**

Product Manager-DevOps

An E2E Networks prodigy, joined as a fresher and learned directly from the top-notch...

Read Bio

### **Mohamed Mushab**

Technical Account Manager
As a Technical Account Manager, I am responsible for ensuring that customers get the ...

#### Read Bio

Interested in Joining
The E2E Networks Team?

See Open Positions

#### **Learn More**

Press and Media
Writing or speaking about E2E Networks?

<u>Investors Corner</u> <u>Interested in our investor presentations / collateral?</u>

Partners Corner

Interested in joining our partner network?

## Why Choose Us?

#### **E2E Cloud Performance Is Built For High Performance**

E2E Cloud is an easy to use self-service cloud platform built to deliver high performance for your web/mobile server side applications. Our our Compute Platform majorly uses high frequency CPU cores ( 2.8 Ghz or higher ) from the latest generations of Intel Xeon or AMD EPYC CPUs. Most of our compute plans include generous amount of system memory and fast SSD ( or NVME SSD ) storage to provide a great performance to price ratio. You'll almost never hear E2E Cloud users complaining about noisy neighborhood problems.

**E2E Supports One Click Deployments** 

E2E Cloud has well tested bundles of commonly used Open Source and Control Panel softwares pre-installed on Virtual Machine images saving hours of expensive devops/developer time to achieve deployment outcomes. E2E Cloud GPUs have super simple one click support for NGC containers for deploying NVIDIA certified solutions for AI/ML/NLP/Computer Vision and Data Science workloads.

## Customers of E2E Cloud Save Costs Compared To Customers of Hyperscalers

Our INR denominated billing ensures that foreign currency movement doesn't impact your monthly cloud bills. Our sane pricing offers everyday low prices without requiring constant watchfulness and lengthy commitments on usage.

#### We are Responsive to Feature Requests

We regularly release most commonly demanded micro-services and features based on customer requests on our Cloud Platform. Most common cloud workloads are now easily supported on our Cloud Platform.

## Join the E2E Partner Network

E2E Networks works with a global community of trusted partners with diverse expertise. Join our Partner Network and grow your business with E2E Networks.

Join Our Partner Network Connect with a Partner

## **Benefits of Joining E2E Partner Network**

Expand your business reach, scale your existing business through technology, marketing and sales collaboration.

#### **Innovation**

Leverage our latest technologies to deliver cutting-edge offerings.

#### Reach

Identify new markets by leveraging our global reach and expertise.

#### Revenue

Augment your current offerings by leveraging our suite of products.

#### **Grow Your Business With Us**

The E2E Partner Network (EPN) is the global partner program for technology and consulting businesses who leverage E2E to build solutions and services for customers. The EPN helps companies build, market, and sell their offerings by providing valuable business, technical, and marketing support.

Explore

#### **Reduced Costs**

Reduce costs involved with developing, implementing, integrating and supporting cloud platforms.

#### **Reduced Time**

Reduce the time it takes to bring enterprise-class cloud services to market.

#### **Upsell/Cross-sell**

Create countless upsell and cross-sell opportunities.

#### **Recurring Revenue**

Get recurring remuneration as long as customer is paying.

#### **New Revenue Opportunities**

Expand horizon by adding new business stream.

#### **Better ROI**

Shorten the time it takes to see a return on investment. USE CASES

#### **Partner Success Stories**

Discover how our partners grew their business through our Partner Network.

Explore Partner's Network

Design and implement data-parallel algorithms that scale to hundreds of tightly coupled processing units: molecular modelling, fluid dynamics and others.

Accelerate Convolutional Neural Networks based deep-learning workloads like video analysis, facial recognition, medical imaging and others.

Providing 72 RT core allows for performing the real-time RAY Tracing. It is certified by the leading graphics organizations on sophisticated professional applications.

## **Frequently Asked Questions**

When will I get Commission?

Quarterly.

Will the billing of end customers happen directly with E2E? Yes.

## 3. Testimonials

Universal love from our Clients, with trust built over a decade.

"We at CamCom are using E2E GPU servers for a while now and the price-performance is the best in the Indian market. We also have enjoyed a fast turnaround from the support and sales team always. I highly recommend the E2E GPU servers for machine learning, deep learning and Image processing purpose"

Mr. Uma Mahesh

COO at CamCom Al

I recently signed up with E2E Networks for their Cloud Server services and I have been very impressed with their Linux servers. The service is not only very affordable, but it also offers great performance and reliability. I would highly recommend E2E Networks to anyone looking for a reliable and cost-effective cloud server provider, especially for Indian clients.

Proud Wadhwa

Django Developer, Great Future Technology Pvt. Ltd.

This is one of the best cloud server providers as we are part of this provider and using it, the service and other things are good and accurate.

Hardeep Singh Ahluwalia

Senior Manager- IT Infra, Successive Technologies

We have been using E2E Networks for the past 6 months and I am extremely satisfied with the service and the customer support. Their servers are quite reliable and very cost-effective, especially the GPU machines. The team is always ready to solve any problem however small. Very happy to make E2E Networks our long-term partners

Harshit Agrawal

Data Scientist at Studio Sirah

Have been using E2E Networks infra for a decade now and never had any issues. Scootsy ran 80% of the workload on E2E Networks before it was acquired by Swiggy.

**Kunal Sheth** 

Founder GottaGo, Ex CTO at Scootsy/Antfarm.

We at CamCom are using E2E GPU servers for a while now and the price-performance is the best in the Indian market. We also have enjoyed a fast turnaround from the support and sales team always. I highly recommend the E2E GPU servers for machine learning, deep learning and Image processing purpose.

Mr. Uma Mahesh

COO at CamCom Al

E2E Cloud is NextGen PaaS / laaS provider. It is a fully augmented and automated platform that is the best in practice in the current Cloud market. We are using E2E Networks for more than 5 years and are very much satisfied with the deliverables. They have very affordable pricing and are change-maker in the Indian Hosting Industry.

Mr. Devarsh Pandya

Founder at Cantech

E2E GPU machines are superior in terms of performance and at the same time you end up saving more money compared to AWS and Azure. Not to mention the agility and skilled customer support that comes along.

**Arvind Saini** 

VP of Engineering at Crownit (GoldVIP)

The customer support that E2E has provided us is beyond exceptional. Their quick response is what makes them stand apart from others and is second to none in the cloud space. We've been using their GPU instances for our Deep Learning workloads for quite a long time. The quality of service is amazing at a competitive price and we strongly recommend E2E.

Akshay Kumar C

Founder, COO at Marsview.ai inc

Congratulations! Thanks for the fast, reliable, and cost-effective solution for my small startup since Mar 2016!

Ratul Nandi

Lead Software Engineer @ Gartner (previously CEB)

You guys are doing everything perfectly. I couldn't ask for anything more. Keep it up. Very happy with the service.

Mr. Mayank Malhotra

Director @Zenwebnet

E2E Networks has helped me reach my 1st goal with its cloud platform. They gave us a trial to get used to the service. Happy with their product, will surely recommend others to try it once. Good support so far.

Shahnawaz Alam CTO

@ HW Wellness Solutions Pvt. Ltd

For most startups, AWS EC2 is unnecessarily costly. Even better, for India get a machine from E2E Networks.

Naman Sarawagi

Founder @ FindYogi

I am very much happy with E2E Networks Pvt. Ltd. I'm using your services for the past year and I have provided E2E with multiple clients. Whoever is looking for servers I strongly recommend E2E Networks.

Protik Banerjee

Relcode Technology Pvt. Ltd

I had a pleasant experience with E2E Network when I purchase the cPanel license plan. They provided the onboarding support when I generated a ticket for the purchase. Everything was delivered swiftly without any problems.

Chaitanyakumar Gajjar

Founder @ Infinity Software Solutions

Please reach out to e2e networks if you need any cloud services - their service is awesome, I want to rate 5/5 for their services.

#### Shreeketh

@Issani

We are using E2E Cloud servers since last 2 years. Very happy with cost-effective and high-performance compute nodes. We were able to reduce our hosting expenses by 40% without compromising on quality, security, and stability.

Vinod Pandey

Cofounder CTO, myCBSEguide

Really good service from E2E Networks. And at very affordable prices. We are satisfied with them. The Cloud console access feature is a very good and very easy user interface. And I am satisfied with the service, features, and High-performance network for data upload/download.

Varun Sharma

Ceo @ WebFreakSolution

Easy to Manage, Easy to pay "Low Cost"

Charan Singh

Sr. Manager Crayons Advertising Pvt. Ltd

I have been using E2E Cloud for almost a year now. These guys are the most professional of all the cloud providers in India. They have absolutely reliable products and also charge the lowest rate. I would like to recommend it to all who are looking for COST Effective cloud servers.

Naresh Kumar

System Administrator @Aravali College of Engg. & Mgmt

Our experience with E2E has been better than AWS, as our website is performing better, both in terms of latency and uptime. Since, E2E provides plans that are simple to understand, implement and are a complete package, our efforts are concentrated on the development and not on maintaining the infrastructure.

Arjun Gupta

Senior Manager @ Pharma Synth Formulations Limited

We have been using Kubernetes cluster on E2E Cloud and are reasonably satisfied with its performance. We were able to reduce our costs by 40% after migrating from Azure. My big thanks to the E2E Cloud team for launching a Cloud and helping Indian startups in reducing their cloud costs.

**Amarjeet Singh** 

Co-Founder & CTO @ Zenatix

The platform is comfortable, support is good. 2 years anniversary completed in E2E.

Mr. Yonti Levin

Co-Founder & CTO at Loora

#### 4. CAREER OPPORTUNITIES

Bring your talents and propel your career Come and join the E2E Team

Join a community of free-spirited souls who love tech and seamless conversations.

**Browse Open Positions** 

#### **Work With Us**

We're on a mission to make working life simpler, more pleasant and more productive — for everyone.

We are a company where young and passionate minds work together with a common goal, which is to provide the best service to our customers. In order to cater to our ever-expanding customer base, we are always on the lookout for bright and energetic candidates to be part of our fabulous team. Kick start your career with us.

E2E offers a fun and challenging workplace and an opportunity to work with a world-class team. Our Management consists of experienced entrepreneurs who have launched multiple, successful technology ventures in the past, mentored upcoming startups, and have the expertise in delivering scalable managed solutions for hosting web and enterprise applications.

#### **Our Values**

Our culture is driven by a shared passion to create real value for our clients, for our investors and for every member of our team.

#### **Transparency**

We operate with the highest standards of transparency in our relationship with our clients, our investors and our team. This has helped us build strong bridges over time.

#### **Autonomy**

Our culture is driven by a sense of autonomy and accountability, which enables us to empower our team and create a strong sense of ownership towards our work.

#### Innovation

Innovation is at the heart of our company culture, which stems from our ambition to stay on the forefront of our domain of business.

#### **Equality**

We are an equal opportunity employer, and our focus is to create an atmosphere of diversity and without any bias for race, caste, creed, gender and economic background.

**Browse Open Positions** 

## **Open Positions**

#### **Technical Content Writer**

E2E Networks Limited is seeking a talented Technical Content Writer who also possesses a strong understanding of Social Media Marketing to join our team. As a Technical Content Writer, you will play a crucial role in creating high-quality content that educates and engages our target audience.

New Delhi

#### Full-Time

## **Developer Relations Advocate**

We are seeking a passionate and experienced Developer Relations Executive to join our dynamic team. As a Developer Relations Executive, you will play a pivotal role in fostering strong relationships with developers and promoting our company's products and technologies within the developer community. You will serve as the bridge between our company and external developers, ensuring effective communication, support, and collaboration. The ideal candidate is a skilled communicator, technologically proficient, and has a deep understanding of developer needs and trends.

New Delhi

#### Full-Time

#### **Business Development Manager**

Talented and competitive Business Development Managers thrive in a quick sales cycle environment. The successful candidate will play a fundamental role in achieving our ambitious customer acquisition and revenue growth objectives. You must be comfortable making dozens of calls per day, generating interest, qualifying prospects, and closing sales.

Pan India

#### Full-Time

#### **Cloud Platform Engineer**

We're looking for inspired and motivated technical contributors to join our team. Candidates must have the potential to think methodically, execute the process proficiently and communicate the same effectively.

Vellore, Tamil Nadu

#### Full-Time

#### **HR Analyst Manager**

The HR Operations Analyst Manager is responsible for overseeing the analysis and management of HR operations data, systems, and processes to ensure efficiency, accuracy, and compliance with organizational policies and regulatory requirements. This role involves leading a team of HR analysts, coordinating HRIS Implementations and enhancements, and collaborating with cross-functional stakeholders to optimize HR operations and support strategic initiatives.

New Delhi

#### Full-Time

#### **Assistant Vice President (AVP) of Finance**

The Assistant Vice President (AVP) of Finance plays a crucial role in overseeing and managing the financial functions within the organization. This

leadership position involves collaborating with various departments to ensure accurate financial reporting, strategic financial planning, and compliance with regulatory requirements. The AVP of Finance will contribute to the overall financial health and success of the organization by implementing sound financial practices and driving efficiency.

New Delhi

Full-Time

#### **Senior Manager - Finance**

We are looking for a senior manager in finance with over 8 years of experience.

New Delhi

Full-Time

## **Chief Information Security Officer**

The Chief Information Security Officer will be responsible for overseeing and managing the information security program within the organization. The ideal candidate will possess a strong background in information security, risk management, and possess a CISM (Certified Information Security Manager) certification.

New Delhi

Full-Time

#### **Sales Apprentice**

New Delhi

Full-Time

#### **Program Manager**

We are seeking a highly organized and experienced Program Manager to join our dynamic team. As a Program Manager, you will play a crucial role in ensuring the successful and timely delivery of projects and tasks. The ideal

candidate will have a strong background in project management, excellent leadership skills, and a deep understanding of agile methodologies. If you thrive in a fast-paced environment and have a proven track record of driving projects to successful completion, we want to hear from you.

New Delhi

Full-Time

#### **Cloud Solutions Architect**

New Delhi

Full-Time

Can't find the perfect position?
We may have an available opportunity for you.

## 5. Contact Us

#### **Get In Touch With E2E Networks**

Have a question? We are here to answer any questions you may have

Sales Team

sales@e2enetworks.com

+91-11-4084-4965

**Working Hours:** 10:00 am to 8:00 pm (Monday ~ Saturday)

**Investor Relations Team** 

investors@e2enetworks.com

+91-11-41133905

**Working Hours:** 10:00 am to 8:00 pm (Monday ~ Saturday)

**Cloud Platform Team** 

cloud-platform@e2enetworks.com

+91-11-4117-1818

**Finance Team** 

billing-support@e2enetworks.com

#### +91-11-4084-4964

**Working Hours:** 10:00 am to 8:00 pm (Monday ~ Saturday)

#### **Grievance Officer Details**

(as per the Information Technology Act, 2000 and rules made thereunder)

Name - Amit abuse@e2enetworks.com +91-11-4084-4511

#### **Talent Acquisition Team**

+91-11-4084-4910

**Working Hours:** 10:00 am to 7:30 pm (Monday ~ Friday)

**How to Reach Us!** 

#### **Registered Address**

#### **New Delhi**

Awfis, First Floor, A-24/9, Mohan Cooperative Industrial Estate, Mathura Road, Saidabad, New Delhi-110044

#### Bengaluru

Urban Vault, Indiranagar: No. 3/1-a-l Doopanahalli Grama, 16th Main Rd, HAL 2nd Stage, Kodihalli, Bengaluru, Karnataka-560008

#### Mumbai

Plot No. D-5 Road No. 20, Marol MIDC, 91 Springboard Business Hub Private Limited, Andheri East, Mumbai, Maharashtra-400093

## 6. Contact Sales

#### **Get In Touch With E2E Networks**

Have a question? We are here to answer any questions you may have.

#### Sales Team

sales@e2enetworks.com +91-11-4084-4965

#### **How to Reach Us!**

#### **Registered Address**

Awfis, First Floor, A-24/9, Mohan Cooperative Industrial Estate, Mathura Road, Saidabad, New Delhi-110044

## 7. Escalation Matrix

#### **Escalation Matrix**

E2E Networks has a well defined escalation process to handle all upcoming trouble tickets. The tickets are regularly monitored & escalated internally to the next higher level for a timely resolution thus avoiding violation of SLA. To check the escalation matrix on different types of issue below:

Cloud-platform Escalation Matrix

Severity

Urgent

Normal

**Primary Contact** 

45 Minutes

24 Hours

First Escalation

8 Hours

48 Hours

Second Escalation

16 Hours

60 Hours

Cloud-platform issues like usage of MyAccount Portal and VM availability/reachability

**Escalation Level** 

**Escalation Level** 

Designation

Name

Email

Phone

Level 1

Cloud Engineer

On-Duty Cloud Platform Engineer

#### cloud-platform@e2enetworks.com

011-41171818

Level 2

Team Lead

Mr. Rajesh

rajesh@e2enetworks.com

011-42249955

Level 3

**Product Manager** 

Mushab

mushab@e2enetworks.com

9994087123

#### **Network Escalation Matrix**

Severity

Urgent

Normal

**Primary Contact** 

30 Minutes

20 Hours

First Escalation

4 Hours

36 Hours

**Second Escalation** 

8 Hours

48 Hours

Network related, Internet Connectivity Related issues

#### **Escalation Level**

**Escalation Level** 

Designation

Name

Email

Phone

Level 1

**Network Engineer** 

On-Duty Cloud Platform Engineer

cloud-platform@e2enetworks.com

011-41171818
Level 2
Team Lead
Mr. Rajesh
rajesh@e2enetworks.com
011-42249955
Level 3
Senior Manager
Amit Mehta
amit.mehta@e2enetworks.com
9255389255

## 8. Service Level Agreement

E2E Networks Limited ("E2E") provides cloud platform and configuration services, including but not limited to smart dedicated servers, graphics processing units, object storage, content delivery network service and continuous data protection back up services ("Services") to its customers ("Customers"), and such use of the Services by the Customers shall be governed by the online Terms of Service available at link <a href="https://www.e2enetworks.com/policies/terms-of-service">https://www.e2enetworks.com/policies/terms-of-service</a> — ("Terms") or master services agreement ("MSA"), if any, executed between E2E and the Customer. Notwithstanding the foregoing, this service level agreement ("SLA") shall be applicable to all Customers irrespective of whether they have executed an MSA or not including those Customers who are availing the Services through a free trial facility. E2E may modify this SLA at any time by posting a revised version of the same on E2E's website ("Website") and the amended version of the SLA shall become automatically binding on the Customer if it continues to avail of the Services.

This SLA sets out service levels for the provision of the Services and these shall be read with the Terms of Service ("**Terms**"). The Customer's use of Services or its registration with us constitutes agreement to this SLA and makes it legally binding on the Customer.

#### 1. DEFINITIONS:

Except as otherwise defined in this SLA or unless the context otherwise requires, all defined terms in this SLA shall have the same meanings as defined in the Terms of Service or applicable MSA, if any.

- 1.1 "Uptime" or "UT" means the aggregate percentage of hours in a calendar month during which the Services are actually available for use by the Customer.
- UT = 100% DT (Downtime DT as defined below)
- 1.2 "Fault" means failure to meet the applicable service level set out in this SLA
- 1.3 "Service Time" or "ST" means the total hours in the calendar month during which Services are being provided by E2E to the Customer. E.g. 30×24=720 hours in a 30 day calendar month.
- 1.4 "Emergency Maintenance" or "EM" shall mean maintenance carried out under a condition or situation which poses danger to the system, equipment, network, facilities required for rendering the Services, danger to life etc. as the case may be and has to be attended immediately. E2E shall attempt to notify the Customer about the emergency maintenance in advance, however depending upon the demands of the situation; if E2E is not able to notify the Customer prior to conducting such Emergency Maintenance, it may do so at the earliest opportunity after the performance of such emergency maintenance.

- 1.5 "Excused Unavailability" or "EU" means the aggregate number of hours in any month when E2E may carry out troubleshooting or upgrade to the equipment, with intent to improve the Services, with notification to the Customer. The Emergency Maintenance and Planned Downtime shall be deemed to be a part of Excused Unavailability.
- 1.6 "Planned Downtime" or "PD" means the aggregate number of hours in any billed month during which downtime is requested by E2E to carry out checks, configuration changes, preventive maintenance of E2E infrastructure (a) of which the Customer is notified 48 hours in advance and (b) that is performed during a standard maintenance window from 11 PM to 6 AM IST or (c) performed during a non-standard maintenance window at a time approved by the Customer by a method chosen by E2E (telephone, e-mail). Nothing herein shall restrict E2E from conducting Emergency Maintenance on an as needed basis. The Customer may at their discretion ask for Planned downtime to repair the E2E's infrastructure made available to the Customer. Examples of activities covered under Planned downtime shall include but is not limited to the following activities:-
- Security and updates
- Routine Preventive Maintenance to prevent deterioration of the quality of Services

- Preventive Maintenance of utilities like AC, UPS, Server Room (where the servers are provided by E2E).
- 1.7 "Downtime" shall mean the aggregate percentage of hours in a billed month during which any discrete/individual Service(s) offered by E2E was not available for use by the Customer. DT = ((PD) + (EM) + Fault- (EU)) X 100))/ (ST). For the purpose of downtime only the impacted service(s) or server instance(s) impacted shall be considered.
- 1.8 "Exceptions" shall mean either an event or a set of events as are
  more particularly detailed in Clause 5 hereto, the occurrence and the
  duration of occurrence of which shall not constitute a Service
  unavailability for the purposes of this SLA and shall be excluded from
  Downtime under this SLA.
- 1.9 "Support Request" shall mean an e-mail sent to cloud-platform@e2enetworks.com, detailing Customer complaint to E2E in relation to unavailability of Services / Reporting of Downtime by the Customer by a method set out under Clause 3 hereunder.
- 1.10 "Rebates" means Rebates payable in accordance with Clause 4 of this SLA.
- 1.11 "Force Majeure Event" includes but is not limited to significant failure of a part of the power grid, significant failure of the internet, natural disaster, war, riot, insurrection, epidemic, outbreak of infectious

disease(s) which has an impact of frustrating the provision of the Services as per this SLA, pandemic, fire, strikes or other organised labour action, terrorist activity, acts of government authority, acts of God, or other events of a magnitude or type for which precautions are not generally taken in the industry and acts/reasons which are beyond the control of any Party and cannot be predicted by men of ordinary prudence.

#### 2. UPTIME:

- 2.1 If the Uptime during the month under consideration is less than
   99.9%, E2E will provide Rebates to the Customer in the form of an extension in the Services being rendered to the Customer in the manner set out below:-
- 99.9% or greater No Service Extension
- 99.9% to 99% Service(s) Extension for 1 day beyond the Service period
- 99% to 98% Service(s) Extension for 2 day beyond the Service period
- 98% to 97% Service(s)Extension for 3 day beyond the Service period
- Less than 97% Service(s) Extension for 3+n days where n is equal to 97-Uptime.

Or equivalent credits or discount at the discretion of E2E in the next billing cycle.

#### 3. DOWNTIME REPORTING PROCESS:

- 3.1 Any Downtime should be reported by the Customer to E2E by sending an email from its registered email ID on cloud-platform@e2enetworks.com within 24 hours of discovering such Downtime. The Customer shall be responsible to provide the necessary information and cooperation required by E2E to enable E2E to perform root-cause analysis of the Service problems.
- 3.2 Upon receipt of such email, E2E shall investigate the reported Downtime and shall promptly use best industry standard efforts to rectify the same. Provided that, if the Customer does not comply with the requirements of Clause 3.1, the email shall not be considered to be a valid Downtime report, and such period shall not be counted as part of Downtime for the purposes of this SLA.

#### 4. ELIGIBILITY FOR REBATES:

Rebates will only be applied to a Downtime for which E2E support team has been notified by the Customer in the manner provided in Clause 3 above.

- 4.1 The Rebates for Downtime set out in this document are calculated on a per incident basis and measured as a percentage of availability over a billed month. For the avoidance of doubt
- (a)Rebates are not calculated on a cumulative basis, and (b) periods of outage are not aggregated for the purposes of any Rebate calculation.

- 4.2 The Customer must request Rebates by sending e-mail to E2E at email ID cloud-platform@e2enetworks.com with subject "SLA Rebate Request" giving details of the reported Downtime to which the Rebates relate. The e-mail shall include the following details the dates, times, and affected region of each Downtime incident that is being claimed; Customer's request logs that document the errors during such Downtime and corroborate its claimed outage (any confidential or sensitive information in these logs should be removed or redacted in any convenient manner).
- 4.3 If the Customer fails to make such request with the aforesaid subject within 2 days of the end of the billed month for which such Rebates are due, or receipt of invoice for the said billed month, whichever is later, then the Customer shall be deemed to have waived the Rebates for that downtime; any claims that it may have in relation to such reported downtime, and E2E will not be liable for any Rebates in lieu thereof.
- 4.4 Following the calculation of the Rebates, they can be applied to the
  future invoices to be issued to the Customer. Rebates shall not entitle
  the Customer to any refund or other payment from E2E. No payment, in
  part or in full, to E2E shall be withheld by the Customer in anticipation of
  rebates.

- 4.5 The Customer shall not be entitled to any rebate under this SLA if
  the customer had failed to remit timely payments for invoices as per the
  due dates of invoices in previous billing cycle to E2E, or in case the
  Customer delays the payment of Invoice raised for the said billed month
  for which Customer is anticipating rebate or the invoice in consequent
  billing cycle.
- 4.6 Where monthly recurring charges are used as the basis for calculating Rebates for Services provided during any period of less than a full calendar month, such Rebates shall be calculated on a pro-rata basis.
- 4.7 In the event of any dispute between E2E and the Customer in respect of any Rebates, E2E and the Customer will work in good faith to resolve such dispute. If any such dispute is not resolved within a period of 15 days, the decision made by E2E in this regard shall be final and binding.

## 5. EXCEPTIONS:

- 5.1 E2E shall not be responsible for any Downtime to the extent that such Downtime results from any of the following events or a combination of such events:
  - The Services being modified or altered in any way at the Customer's request;

- Any interruptions resulting from defects or failures in or use of the Customer's software or any third party services or any facilities provided, procured or operated by or on behalf of the Customer including but not limited to any 3rd party Open Source Software or Software Licenses provided by E2E;
- Incomplete, inaccurate information provided by the Customer to E2E in relation to the Services or information relevant to procuring/creating an E2E customer account;
- The performance of traffic exchange points, including Internet networks or exchanges controlled by any third parties;
- Any delay or failure in complying with any of the Customer's obligations under the Terms of Service and/or MSA, as may be applicable;
- DNS issue outside the direct control of E2E;
- Failure of the Customer links, access circuits, local loop or any network not owned or operated by E2E;
- Time taken during offline backups, either planned or requested by the Customer after advance intimation by E2E;
- Damage to or faults in the equipment facilitating access to the Services resulting from (i) accidents, (ii) transportation, (iii) neglect and/or misuse by the Customer or its authorized representatives;

- Use of any data center services by the Customer for purposes other than in relation to accessing the Services
- Any act or omission on the part of the Customer including but not limited to failure to notify E2E on the support e-mail cloud-platform@e2enetworks.com for any unexpected Downtime;
- Events or occurrences that result in "no trouble found" for support request, as confirmed by the Customer;
- An interruption where the Customer elects not to release a Service for testing and repair and continues to use it on an impaired basis without notifying E2E of such interruption;
- Any interruptions, delays or failures of Services under administrative control of the customer caused by any act or omission of Customer or Customer's employees, agents, or subcontractors, including but not limited to the following:
- -Inaccurate configuration.
- -Non-compliant use of any software installed on the server.
- -Incorrect sizing of resources provisioning
- Negligence or other conduct of Customer or its authorized persons, including a failure or malfunction resulting from applications or services provided by Customer or its authorized persons
- Regulatory events causing any interruption in the Services;

- Any abuse or fraud or failure to comply with the E2E "Terms of Service or MSA, as applicable" on the part of the Customer or its end-user (as defined in the MSA, as applicable), for which the Customer shall be liable;
- Any unavailability, suspension or termination in the Services caused by factors outside of E2E's reasonable control, including any Force
   Majeure Event or internet access related problems beyond the reasonable control of E2E or beyond the scope of the Services, as the case may be.
- 6. The period of the reported downtime in respect of an impacted Server/Service shall be deemed to commence from the time the email is sent by the Customer reporting the downtime to E2E as per the terms of Clause 3 of this SLA. On receipt of such email, E2E Team shall validate the reported downtime and check its eligibility to be considered as downtime while doing Uptime calculation for the purpose of clause 2.
- 7. Accordingly, the time period of calculation of any applicable credits for the purpose of computing the Rebate shall begin from the time that E2E Support is notified by e-mail by the Customer as per the terms of this SLA and shall end on the resolution of the reported outage.
- 8. E2E does not take responsibility of data integrity and security for Customer (as defined in the Terms of Service or MSA, as applicable) as the Customer has to ensure appropriate security measures such as protection of passwords and security keys.

- 9. It is the Customer's responsibility to purchase appropriate data backup and recovery plans and manage them including testing the backups periodically in order to mitigate the risk of loss or accidental deletion of Customer data.
- 10. Unless otherwise provided in the Terms of Services/ MSA, as applicable, this SLA sets forth the Customer's sole and exclusive remedies, and E2E's sole and exclusive obligations, for any unavailability, non-performance, or other failure by E2E to provide the Services.

# 9. Terms Of Service

E2E Networks Limited ("**E2E**", "we", "us") provides cloud platform and configuration services, including but not limited to smart dedicated servers, graphics processing units, object storage, content delivery network service and continuous data protection backup services ("**Services**"). Except as otherwise indicated, customers using the Services shall be referred to as "you" or "your".

We provide these Services, subject to the terms of this document ("**Terms**"). Your use of the Services or your registration with us constitutes your agreement to these Terms. If you purchase our Services through a separate written agreement/master services agreement, these Terms shall be deemed to be incorporated into that agreement, whether it is specifically called out or not. When you access or use our Website and/or the Services, these Terms shall apply and shall be legally binding on you and to your access and use of the same even if not accepted by you separately.

These Terms constitute a binding legal contract required to use our Website and Services. As such, you may only use our Website and Services if you agree to be bound by these Terms. We may modify these Terms at any time by posting a revised version of the same at <a href="https://www.e2enetworks.com/policies/terms-of-service">https://www.e2enetworks.com/policies/terms-of-service</a>, on our website ("Website"), and the amended version of these Terms shall become automatically binding on you if you continue to avail of the Services. The amended terms will be applicable even if not accepted by you separately. If

you do not wish to be bound by the updated Terms, we request you to stop accessing the Website and the Services and to reach out to us to deactivate your Customer Account. You shall have the responsibility to review these Terms on a regular basis.

#### 1. Definitions

In these Terms, except where the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1. "Affiliates" means, in relation to any Person, any entity which Controls or is directly or indirectly Controlled by, or under common Control with, such Person.
- 1.2. "Applicable Law(s)" shall mean and include any (i) rule of law, statute, bye-law, ruling or regulation having the force of law; or (ii) any code of practice, rules, consent, license, requirement, permit or order having the force of law or pursuant to which a Person is subject to a legally enforceable obligation or requirement; or (iii) any notification, circular or guidelines issued by a regulatory authority; and / or (iv) any determination by or interpretation of any of the foregoing by any judicial authority, whether in effect as of the date of these Terms or thereafter and in each case as may be amended; (v) all the regulations, notification, circulars, guidelines, directives and all other statutory requirements issued by the statutory or Government Authority as may be applicable.
- 1.3. "Charges" shall mean, unless the Services are being availed by you through free trial facility, the amount payable by you for the Services either through self-service portal available to you via your Customer Account accessible at the link <a href="https://myaccount.e2enetworks.com">https://myaccount.e2enetworks.com</a> or provisioned manually by our provisioning team for you and shall be computed on the basis of time-based rate (e.g. per hour or per month etc.) or usage-based rate (e.g. per GB per month applied on peak usage of the calendar month) as may be applicable for the particular service.

Further, in case Minimum Billing Amount is applicable for a particular service,

the Charges payable by you shall be subject to the applicable Minimum Billing Amount for each calendar month such service is used.

- 1.4. "Claims" shall mean all actions, suits, proceedings or arbitrations pending or threatened, at law, in equity or before any Government Authority (as defined below) or competent tribunal or court.
- 1.5. "Confidential Information" means and includes the Intellectual Property and any and all business, our technical and financial information or of any of our affiliates that is related to any of the arrangements contemplated in these Terms or any other agreement in which these Terms is incorporated by reference or otherwise disclosed by us to you. It shall include any information which relates to our financial and/or business operations, including but not limited to, specifications, models, merchant lists/information samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to its internal management, customers, products, services, anticipated products/services, processes, financial condition, employees, merchants, marketing strategies, experimental work, trade secrets, business plans, business proposals, customer contract terms and conditions, compensation/commission/ service and other valuable confidential information and materials that are customarily treated as confidential or proprietary, whether or not specifically identified as confidential or proprietary.
- 1.6. "Controlling", "Controlled by" or "Control" with respect to any Person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting share, by agreement or otherwise, or the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to such Person and (b) the possession, directly or indirectly, of a voting interest of more than 50% (Fifty Percent).
- 1.7. "Customer Data" means all data, including all text, sound, software, image or video files, and all derivatives of such data that are created by or originated with you or your End Users. You and/or your End Users retain

ownership of all and any such Customer Data. The right granted to us to access and use such Customer Data is limited to the sole purpose of providing the Services or for compliance of legal obligations and shall not be understood as granting us any ownership rights thereto or any right to use or transfer, except as specifically provided herein.

- 1.8. "**De-provisioning of Services**" in relation to the Services, shall mean termination of the Services being provided to you, release and reallocation of all resources allocated to the Customer and deletion of Customer Data stored on our servers.
- 1.9. "End User" means any individual or entity that directly or indirectly through another user accesses or uses the Services under the Customer Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any E2E services under their own E2E account, rather than under the Customer Account.
- **1.10 "Force Majeure Event**" includes but is not limited to significant failure of a part of the power grid, significant failure of the internet, systemic electrical, telecommunications or other utility failures, natural disaster, war, riot, insurrection, embargoes, epidemic, outbreak of infectious disease(s) which has an impact of frustrating the performance of the affected party's obligations under these Terms, pandemic, fire, strikes or other organised labour action, terrorist activity, acts of Government Authority, acts of God, or other events of a magnitude or type for which precautions are not generally taken in the industry and acts/reasons which are beyond the control of any party or any other cause which cannot be predicted by men of ordinary prudence.

#### 1.11. "Government Authority (ies)" shall mean:

- a. a government, whether foreign, federal, state, territorial or local which has jurisdiction over E2E;
- b. a department, office or minister of a government acting in that capacity; or c. a commission, agency, board or other governmental, semi-governmental, judicial, quasi-judicial, administrative, monetary or fiscal authority, body or tribunal.

- 1.12. "Infra Credit Prepaid Customer" shall mean a customer who gets infra credits which can be used for availing various services being provided by us.
- 1.13. "Inherent Business Risk" means those risks that are in the ordinary course associated with the provision of cloud services, including but not limited to loss of data due to attack on our servers by Malware, malfunction of our servers and other equipment under our control, malfunction of our software or supporting Third-Party Software.
- 1.14. "**Inactive Customer**" shall mean a customer who, at any point of time, has not consumed or utilised any of the Services in the preceding 90 (Ninety) days.
- 1.15. "Intellectual Property" or "IP" includes patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licences and permissions in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing and "Intellectual Property Rights" or "IPR" shall mean all rights in respect of the Intellectual Property.
- 1.16. "**Losses**" shall mean any loss, damage, injury, liabilities, settlement, judgment, award, fine, penalty, fee (including reasonable attorneys' fees), charge, cost or expense of any nature incurred in relation to a Claim(s).
- 1.17. "Malware" shall mean any malicious computer code such as viruses, logic bombs, worms, trojan horses or any other code or instructions infecting or affecting any program, software, client data, files, databases, computers or other equipment or item, and damaging, undermining or compromising integrity or confidentiality, incapacitating in full or in part, diverting or helping divert in full or in part an information system from its intended use.

- 1.18. "Managed Services" shall mean the provision of professional services for additional payment to a customer by us to enable management of cloud computing infrastructure. Unless specifically stated, the Services provided to you shall be deemed to be "Self-Managed Services" and not "Managed Services".
- 1.19. "Material Adverse Effect" shall mean any state of facts, change, development, effect, condition or occurrence that adversely affects either party's ability to perform its obligations under these Terms.
- 1.20. "**Person**" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, association, or other entity, enterprise, or business organisation, incorporated under Applicable Law or unincorporated thereunder, registered under Applicable Law or unregistered thereunder.
- 1.21. "Minimum Billing Amount" shall mean the minimum amount of usage charges pertaining to a particular service provided by us for a calendar month regardless of the actual time-based usage of such service during such calendar month.
- 1.22. "**Refund Policy**" means the Refund Policy published on the Website accessible at <a href="https://www.e2enetworks.com/policies/refund-policy">https://www.e2enetworks.com/policies/refund-policy</a>, as may be amended by us from time to time. The most current version would always be published on the Website.
- 1.23. "**Privacy Policy**" means the Privacy Policy published on the Website accessible at <a href="https://www.e2enetworks.com/policies/privacy-policy">https://www.e2enetworks.com/policies/privacy-policy</a>, as may be amended by us from time to time. The most current version would always be published on the Website.
- 1.24. "Service Level Agreement" or "SLA" means the Service Level agreement published on the Website and accessible at <a href="https://www.e2enetworks.com/policies/service-level-agreement">https://www.e2enetworks.com/policies/service-level-agreement</a>, which sets out the service levels that we offer with respect to our Services. This may be

amended from time to time at our sole discretion and the most current version would always be published on the Website.

- 1.25. "**TDS**" shall mean tax deducted at source in accordance with Applicable Law.
- 1.26. "**Term**". These Terms shall be binding on you from the date on which you begin to avail the Services from us and shall remain valid till you continue to avail the Services.
- 1.27. "Third Party" shall mean a Person except you and us.
- 1.28. "Variable Usage Charges" shall mean the Charges that may vary depending on the usage of any E2E service by you and which may increase over a period of time due to increase in use without any explicit action being taken by you to avail such additional usage.

For instance, the Variable Usage Charges with respect to the backup services being availed by you shall increase over a period of time based on your backup frequency, the increase in data being backed up on the servers and the peak storage usage in a calendar month.

## 2. Use Of The Services

- 2.1. By availing the Services, you are required to comply with these Terms and all other operating rules, policies and procedures that may be published from time to time on the Website, including but not limited to the Privacy Policy, SLA and Refund Policy ("Company Policies").
- 2.2. When you register for our Services with us, you may be required to provide us with some information about yourself, such as your name, email address, and a valid form of payment, and you may also provide other information about yourself on a voluntary basis. The collection of such account-related information, and our use and disclosure thereof, is subject to the terms of our Privacy Policy.

- 2.3. We may make commercially reasonable updates to the Services and the Company Policies from time to time.
- 2.4. We may, in our sole discretion, refuse to provide or continue providing the Website and Services to you at any time, for any reason, including but not limited to your failure to comply with these Terms. We reserve the right to deactivate, terminate, prevent access to, disable services for, and/or delete any customer accounts or access to the Website and Services at any time, at our sole discretion.

## 3. Representations And Warranties

- 3.1. We hereby represent and warrant to you as follows:
  - We are duly organised and validly exist under the Applicable Laws and have all requisite legal power and authority to provide the Services to you;
  - We are not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against us before any court of competent jurisdiction;
- 3.2. You hereby represent and warrant to us as follows:
  - You are duly organised and validly exist under the Applicable Laws and have all requisite legal power and authority to be bound by these Terms.
     In the event that you are registering for the Services on behalf of an incorporated entity, you represent and warrant that you and the entity

- are bound by these terms and you are legally authorized to act on behalf of such incorporated entity;
- You are not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against you;
- You have complied with Applicable Law in all material respects and have not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which in the aggregate has or may have a direct Material Adverse Effect;
- There are no actions, suits, Claims, proceedings or investigations pending or, to the best of your knowledge, threatened in writing against you at law, in equity, or otherwise, whether civil or criminal in nature, before or by, any court, commission, arbitrator or Government Authority, and there are no outstanding judgments, decrees or orders of any such courts, commissions, arbitrators or Government Authorities, which materially and adversely effects your ability to perform your obligations under these Terms;
- All information disclosed by you in relation to the Services has been reasonably identified and truthfully disclosed to us to the best of your knowledge and there is no misrepresentation in the information being shared with us. You acknowledge that any misrepresentation of

- information can adversely affect the quality of the Services to be rendered to you;
- Our Website and Services are not targeted towards, nor intended for use by anyone under the age of 18 years. By using our Website and Services, you represent and warrant to us that you are 18 years of age or older.
- You have had adequate opportunity to read and understand these
   Terms and agree to be legally bound by them

# 4. Your Obligations

#### 4.1. Customer Account

- 4.1.1. You are responsible to monitor the activities under your E2E account ("Customer Account"), regardless of whether the activities are authorised or undertaken by you or your employees or by a Third Party (including but not limited to your contractors, agents or any End Users). We shall not be held or deemed responsible for any unauthorized access to the Customer Account.
- 4.1.2. You should ensure the setting of strong passwords and access control mechanisms and other data protection control measures prescribed under Applicable law in order to protect Customer Data and prevent unauthorised access to the Customer Account.
- 4.1.3. You should immediately notify us of any unauthorized use of the Customer Account or any other breach of security and cooperate with our investigation of service outages, security issues or any suspected breach of these Terms.

- 4.1.4. We shall not be held responsible for any security breach resulting due to your failure to implement and/or comply with security measures or due to any other cause, which in our opinion is beyond our control. All and any liability(ies) arising out of or in connection with such security breach shall be solely and totally borne by you, and neither you, nor—your representatives having gained access to your Customer Account or any Third Party gaining unauthorized access to your Customer Account shall have any Claims against us for such liabilities.
- 4.1.5. You shall defend, indemnify and hold harmless, us, our Affiliates, or any of our respective employees, agents or suppliers ("**Indemnified Parties**"), from and against any and all Claims and/or Losses arising out of or attributable, whether directly or not, to such security breach.
- 4.2. **Backup of Customer data:** You should take appropriate action to secure, protect and backup the Customer Data including programs, data, software and any other Customer Data. We shall not be under any obligation, while providing the Services to the Customer, under these Terms, to maintain any copy or back up Customer Data.

Notwithstanding that you are availing backup services from us, you shall remain responsible to ensure that adequate back-up is taken by you and to test the accuracy of such back up of Customer Data. We shall not be responsible for the same. Further, you shall be liable to pay us, without dispute, any Minimum Billing Amounts and/or Variable Usage Charges that accrue due to the use of such backup services.

#### 4.3. Use of Licensed Software

4.3.1. You hereby acknowledge that the software provided with the Services, is provided by Third Party(s) ("**Third Party Software**"). All Third Party Software is being licensed to you subject to terms and conditions of an End-User License Agreement (EULA) and you hereby agree to abide by the terms and conditions of the EULA associated with the Third Party Software.

- 4.3.2. You shall, at all times during the Term, be under the obligation to use the licensed version of the software to be used by you in relation to the Services. You shall not use any pirated software in availing the Services. Further, you shall be solely liable for any Losses or Claims arising out of your use (or use by the End Users) of any unmaintained open source software or any obsolete Third Party Software to run your workloads while using the Services and you shall accordingly indemnify, defend and hold harmless the Indemnified Parties.
- 4.3.3. If any Claims are made against the Indemnified Parties in relation to use of such Third Party Software by you, your representatives or End Users, without complying with the terms and conditions of the applicable EULA or due to such use of a license beyond the agreed upon or paid-for level, then you shall be liable for such Claims and any Losses arising out of the same, and shall hold harmless the Indemnified Parties.
- 4.3.4. We shall not be responsible for any Third Party Software, neither shall we be responsible for damage caused by such Third Party Software. Further, we may, in our sole discretion, at your request and on paid basis, configure the Third Party Software with your equipment, and the configuration of such software shall be done as per the instructions of the respective Third Party. Provided however that, this shall not be construed as imposing any obligation upon us to provide such services. We shall not be liable for any damages, whether such damages are direct, indirect or consequential, arising due to configuration of the Third Party Software with your equipment.
- 4.3.5. You shall be responsible to update any Third Party Software provided with the Services, as and when you receive notification from the Third Party Software provider. We shall not be responsible to ensure such updation and we shall not be liable for any disruption in the Services on account of unforeseen software conflict or bug issues due to your failure to update the Third Party Software.
- 4.3.6. You shall not remove or tamper with the copyright, trademark or patent notices contained in the Third Party Software.

- 4.4. You shall document and promptly report all errors or malfunctions noticed by you to E2E. If you provide any feedback in relation to the Services, we shall be entitled to use such feedback to improve our Services, without incurring any obligations towards you.
- 4.5. You shall ensure that all legal compliances as per Applicable Laws/ applicable regulatory framework as may be required for you to access the Services, are fulfilled by you. You shall be responsible for the security of the Services (including the equipment used to access these Services) being availed by you and at no point of time, shall we be held responsible if the security of the Services or the related equipment employed by you is breached. You shall be responsible to take reasonable measures, including but not limited to encryption of data, for ensuring protection of data stored/uploaded by you through the Services.
- 4.6. In order to facilitate the provision of the Services, you shall provide us with the required assistance, as reasonably requested by us from time to time.
- 4.7. You should ensure the availability and stability of the computing environment to support the Services, if and to the extent required in connection with the delivery of the Services.
- 4.8. Neither you, nor your representatives and/or End Users, shall remove or tamper with the copyright, trademark or patent notices contained in any content provided by us in the course of providing the Services, or in the software provided by us (which shall not include Third Party Software). You shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all Claims arising out of or attributable, whether directly or not, to the violation of this Clause 4.8 by you, your representative and/or the End Users.
- 4.9. You shall observe proper ethics and transparency in all your actions in the course of discharging your obligations under these Terms and you shall not, in any circumstances, take any action or make any statement that may mislead any other existing E2E customer or prospective E2E customer regarding the Services or E2E itself, or impact E2E's business or goodwill adversely.

- 4.10. You shall comply with all your obligations pursuant to these Terms and ensure that all payments due to us are paid in a timely manner in accordance with the due dates mentioned in the invoices/reminder emails sent by us.
- 4.11. You are responsible to monitor the functioning of resources utilised on your cloud server for the purpose of accessing the Services, and to undertake appropriate action to resolve any issues with respect to such server resources. In no event are we responsible to monitor or maintain such server resources.

#### 5. Seizure Of Data And Hardware

- 5.1. You agree that in case of any seizure of hardware provided by us to you for storage of any data or information pursuant to the Services, by any Government Authority, for the purpose of an investigation against you, your employees, agents or End Users, or for any other purpose as per the requirement of the Government Authority, you shall be liable to pay, without any protest or demur, upfront (i) the cost of providing such data or information to the Government Authority, and (ii) the cost of server or equipment seized by the Government Authority.
- 5.2. Further, you agree that we will not be liable to make any backup or copy the Customer Data stored on E2E's server or equipment and you will not raise any Claim for loss of data including a monetary claim against us on account of loss of data. In case of seizure of hardware or data or both by the Government Authority, we will not be liable to inform you about such seizure of hardware or data or both, prior to or at the time of seizure of hardware or data or both by the Government Authority. Further, the Government Authority may provide such instructions for seizure of data or hardware or both through any mode of communication, whether in writing or by oral communication, and we will not be required to produce a copy of the written order of the Government Authority before the Customer.

## 6. Business Risk And Losses

6.1. You agree and acknowledge that the Services provided by us have Inherent Business Risk and such Inherent Business Risk may be beyond our control, and you may incur losses including but not limited to direct and indirect losses. We will not be liable, in whatever manner, for any losses incurred by you due to the foregoing. You hereby assume all risks arising out of the provision of the Services to you, your agents (including contractors and sub-contractors) or employees and shall indemnify, defend and hold harmless the Indemnified Parties from any and all Claims and/or Losses, caused by or arising in connection with any use or abuse of the same.

## 7. Third Party Audit

7.1. You acknowledge that in respect of licenses/software acquired from Third Party(s), an audit may be conducted by competent Third Party(s) duly authorised to conduct the audit ("Competent Third Party (ies)") during the Term and you agree that in case of such audit being initiated by Competent Third Parties, you will cooperate and provide relevant information required by the Competent Third Parties. All our customers are expected to cooperate in case any Competent Third Party conducts an audit on our infrastructure, which shall include the cloud service platform provided by us. You will provide all information as may be requested by the Competent Third Party, which may include verification of licensing compliance, evidence of licenses for products used by you, etc. Further, in case you do not cooperate for the conduct of a Third Party audit, and fail to provide all information necessary for the proper conduct of such Third Party audit, then we, at our sole discretion, shall have a right to terminate the Services.

# 8. Regulation Of Use Of Services

8.1. **Customer Data:** You hereby acknowledge that we exercise no control of whatsoever nature over the Customer Data. You represent and warrant to us that you have the right to transmit, receive, store, or host, using the Services, all Customer Data that you so transmit, receive, store, or host on our cloud platform. Further, it shall be your sole responsibility to ensure that you, your representatives and End Users who transmit, receive, store or host the Customer Data, comply with Applicable Law, and with any other policies

published by us on the Website from time to time, including but not limited to the Company Policies. You will be solely responsible for the development, operation, maintenance and use of Customer Data.

8.1.1. **End User Customer Data:** You shall be responsible for the End Users' use of the Customer Data and the Services and shall ensure that all End Users comply with your obligations under these Terms and Company Policies. Further, you shall ensure that the terms of your agreement with each End User is consistent with the terms of these Terms and the Company Policies. If you become aware of any violation of your obligations under these Terms caused by an End User, you should immediately suspend access to the Customer Data and the Services by such End User.

#### 8.2. Prohibited activities:

- 8.2.1. You will not engage in any prohibited activities and will not permit any Person, including End Users using your online facilities and/or services, including but not limited to, your website(s) and transmission capabilities to do any of the following prohibited activities ("**Prohibited Activities**"):-
  - Host, display, upload, modify, publish, transmit, store, update or share any information that,
  - belongs to another person and to which the user does not have any right;
  - is defamatory, obscene, pornographic, paedophilic, invasive of another's
    privacy, including bodily privacy, insulting or harassing on the basis of
    gender, libellous, racially or ethnically objectionable, relating or
    encouraging money laundering or gambling, or otherwise inconsistent
    with or contrary to the laws in force;

- is harmful to child;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- impersonates another person;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;
- contains software virus or any other computer code, file or program
  designed to interrupt, destroy or limit the functionality of any computer
  resource;
- is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;
- Send unsolicited commercial messages of communication in any form (SPAM);

- Engage in any activities or actions likely to breach or threaten to breach
  any laws, codes, contractual obligations or regulations applicable to us
  or our customers (including conduct infringement or misappropriation of
  Intellectual Property, trade secrets, confidentiality or proprietary
  information; or which is fraudulent, unfair, deceptive or defamatory);
- Engage in any activity/ies or actions that would violate the personal privacy rights of others, including but not limited to, collecting and distributing information about internet users without their permission, except as permitted by Applicable Law;
- Intentionally omit, delete, forge or misrepresent online information;
- Use Services for any illegal purpose, in violation of Applicable Law or in violation of the rules of any other service provider's websites, chat rooms or the like;
- Conduct intended to withhold or cloak identity or contact information,
   registering to use the Services under a fake or false name or identity or
   using invalid or unauthorized credit cards, debit cards or any other
   payment instrument in connection with the Services;
- Use the Services to publish, post, share, copy, store, backup or distribute material that contains Malware or any other similar software or code or combination of codes and programmes that may damage or

- threaten to damage the operation of the Services or any other Person's device or property;
- Assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or provide the credentials pertaining to your Customer Account, to any unauthorised Person;
- Remove or alter any proprietary notices like copyright, trademark notices, legends, etc. from the Services or copy any ideas, features, functions, or graphics of the Services.
- Reverse engineering, decompiling, except to the extent that such activity is expressly permitted by Applicable Law;
- Build or assist any Person to build a competitive solution using similar ideas, features, functions, or graphics or design of the Services, or allow any Person or entity that offers or provides services that are competitive to or with our product and services to use or access the Services;
- Attempt to probe, scan or test the vulnerability of the Services or to breach the security or authentication measures without proper authorization;
- Modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any content included in the Services;
- Access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.

- Any activities during the course of availing the Services from us that directly or indirectly result in our being subjected to criminal investigations by law enforcement authorities.
- 8.2.2. If you become aware of conduct by any Person using your online facilities, services and/or Customer Account constituting Prohibited Activities, you should use all efforts to remedy such conduct immediately, including, if necessary, limiting or terminating the End User's access to your online facilities.
- 8.2.3. In the event that we receive any information or a formal complaint alleging that you, your representatives or End Users are engaging in conduct constituting a Prohibited Activity or an Abuse of Service, we will notify you via email of such alleged conduct, requesting you to ensure that the conduct is discontinued immediately. If you fail to discontinue or facilitate the discontinuance of such conduct within a period of 24 (Twenty Four) hours of receiving the email from us, we will be entitled to impose a penalty of INR 5000 (Rupees Five Thousand) or higher per instance of Prohibited Activity or Abuse of Service, continuing beyond such 24 (Twenty Four) hour period, and the consolidated penalty amount for the defaulting month shall be included in the bill for such month and shall be payable to us as per the applicable payment terms under these Terms. On continuance of Prohibited Activities or Abuse of Service by you, your representatives or End Users beyond the expiry of 24 (Twenty-Four) hours from receipt of the email notification, we will have the right to suspend your Services. If we determine that there is a clear and present danger to us, our other customers or a Third Party due to your participation in any Prohibited Activity while availing the Services, then we, at our sole discretion, shall have the right to immediately suspend/terminate the Services to you without any notification or via a post-facto notification depending on the severity of abuse. We, at our sole discretion, may give you an opportunity to rectify the Prohibited Activity, to our satisfaction, and in such a situation, a repeat default occurrence would result in automatic termination of access to the Services, without prior intimation being provided.

- 8.2.4. **Abuse of Services:** Any activity/ies by you or facilitated by you, including but not limited to the activities as mentioned herein below, shall be regarded as abuse of service ("**Abuse of Service**").
  - Denial of Service (DoS) / Distributed Denial of Service (DDoS). Flooding
    or overloading the network or network system with large number of
    communications requests compromises the availability of a network or
    network service or slows down the response of the network making the
    network ineffective or less effective.
  - Restricting System Access or Storage: Using any manual or device,
     whether electronic or not, which limits, denies or restricts the access to
     a system or storage on a system.
  - Operation of Certain Network Services. Operating network services like, forged headers, open proxies, open VPN, OpenVPN, public VPN services, open mail relays, or open recursive domain name servers, services that facilitate UDP reflection attacks, IP spoofing etc.
  - Monitoring or Crawling. Monitoring or crawling of a system or combination of system and network that impairs or disrupts or leads to malfunctioning of the network or network services being monitored or crawled.
  - Deliberate Interference. Any interference with the proper functioning of any system or network or network services including any deliberate attempt to overload a system by networking scanning using nmap or

similar tools, mail bombing, news bombing, broadcast attacks, or flooding techniques or any other technique which either reduces the performance capacity of a system / network/ network services or results in malfunctioning of system / network/ network services. Any network and security scans for PCI/DSS or certification compliance perspective should be coordinated with managed services team else it shall be treated as abuse of services.

- 8.2.5. Cooperation with investigations and proceedings: You agree that we may permit a relevant Government Authority to inspect Customer Data or usage. For the purpose of such inspection, we may in our sole discretion give reasonable prior notice to you. We may report to appropriate Government Authorities any Customer conduct, which we believe to be violative of Applicable Laws without notice to you. We may respond to any request from a law enforcement agency or regulatory agency, which has been made in accordance with Applicable Law, regarding any of your conduct, which may be violative of Applicable Laws. Further, the Government Authority may request for cooperation with investigations through any mode of communication, whether in writing or through oral communication, and we shall not be required to produce a copy of the written order of such Government Authority before you.
- 8.2.6. **Consequences of Violations:** We may take actions in case of suspected violations of these Terms, Company Policies etc., including but not limited to any one or more of the following, at our own discretion:
  - Written or verbal warning to you;
  - Suspend certain access privileges;
  - Suspend your Customer Account or Services';

- Terminate your Customer Account or terminate/de-provision the
   Services in totality (if applicable); Any termination/deprovisioning of
   Services may include deletion/de-activation of Customer Account,
   deletion of all Customer Data including back ups, if any and reallocation
   of respective E2E resources to other customers;
- Bill you for any administrative costs and / or reactivation charges,
   whether or not mentioned in these Terms;
- Institute any legal proceeding, civil or criminal as the case may be,
   against you and claim damages, if any, caused due to the breach of
   these Terms and/or Company Policies;
- Forfeit any amount received as advance or otherwise from you and lying
  with us in case you provide any false information to us, engage in any
  prohibited activities as identified in these Terms or violate any provision
  of these Terms.

We shall have no responsibility to notify you regarding any of the above actions being taken by us against you, on account of suspected violation of these Terms, Company Policies or Applicable Law, by you, your representatives or End Users.

8.3. Imposition of disproportionate legal, insurance, administrative, governance and any other costs: We reserve the right to immediately terminate or suspend the Services being rendered to you, for reasons including but not limited to the making of or threatening to make or our perception of a threat of the imposition of disproportionate (in our opinion) legal or other claims in comparison to the cost of Services borne by you,

including but not limited to the initiation of an enquiry by a Government Authority against us due to or in relation to your conduct and/or receipt of a legal notice with respect to your conduct.

8.4. **Criminal offense:** Violation of the conditions of use specified in these Terms may constitute a criminal offence under applicable law. You should report to us any information that it may have concerning instances in which the conditions of use under these Terms have been or are being violated.

#### 9. Facilities

9.1. **Monitoring Equipment:** We will install monitoring equipment or software to monitor your service usage for ensuring quality of service and for billing purposes. The Services can be affected by activities beyond our control even after installation of the equipment or software. We shall have no liability in the event of any loss to you, or your employees, agents or End Users due to activities, which are beyond our control, including attacks by Malware upon such monitoring equipment or software.

For the purpose of this clause, "Malware" shall mean any malicious computer code such as viruses, logic bombs, worms, trojan horses or any other code or instructions infecting or affecting any program, software, client data, files, databases, computers or other equipment or item, and damaging, undermining or compromising integrity or confidentiality, incapacitating in full or in part, diverting or helping divert in full or in part an information system from its intended use.

- 9.2. **Usage Measurement:** We may, at our discretion, measure the usage of Services which shall include but shall not be limited to any usage artefacts like number of HTTP(s) requests, inbound and outbound data traffic to and from various services, temperature of hardware on which Services are running etc.
- 9.3. **Service Requests**: You shall raise a service request as per the method intimated by us. We reserve the right to change the method of receiving service requests and any change shall be communicated to you by posting it on the Website. You shall be responsible to ensure that you check the

Website from time to time to stay updated on any such communication by us. Currently, service requests can be raised by sending an email to us at cloud-platform@e2enetworks.com. Execution of service requests by us shall not be undertaken by us unless and until we receive a duly authorised confirmation from your listed technical contact. The name of such technical contact person shall be provided by you to us at the time of sign up/ customer account creation with us or later, via interfaces provided by us on the Website. And in case of any change in the technical contact person, you shall immediately inform us about such change by updating the technical contact details in your Customer Account. We shall not be liable for hardware/software crash or corruption of data due to service requests from you or for such other reasons, which are in our reasonable opinion, beyond our control. Further, we shall not be liable to you for any losses arising out of the initiation of service requests.

## 10. Server Reboots (On/Off)

- 10.1. You may undertake server on/off actions by yourself via the self-service portal accessible at https://myaccount.e2enetworks.com/ or such actions may be performed by our team on the receipt of a request from you. On the implementation of a server on/off instruction or any other requests by you in relation to the Services, you shall always ensure that it sets up its service boot order correctly so that the server becomes accessible on reboot. We shall have no liability or responsibility for your failure to properly execute such server on/off actions and the consequent delay in restart of the servers. Further, we shall not be liable to you for any losses including losses due to hardware/software crash or loss of Customer data arising out of such server on/off events and you shall indemnify and hold us harmless against any such claim, action, suit or proceeding arising out of such circumstances.
- 10.2. We may reboot, physically disconnect and reconnect the servers while undertaking scheduled and/or emergency maintenance. We shall not be responsible for failure of the servers to reboot successfully on account of incomplete filesystem consistency checks run by the operating system, misconfiguration in software due to bugs in the operating system and/or system software accompanying the operating system or manual changes

made by us on receipt of a request from you or by you yourself. You shall have to maintain adequate redundancy of your data/software deployments to ensure that the services rendered by you to your End Users are not unduly impacted or interrupted due to such emergency and/or scheduled maintenance activities performed by us. On completion of a scheduled and/or emergency maintenance activity, we shall make best efforts to notify you of our success or failure of the activity performed. Where required, we shall make best efforts to intimate you of the need to reschedule the maintenance activity. It is clarified that you shall be responsible to verify that your Services have been restored effectively post completion of the scheduled and/or emergency maintenance activity.

## 11. Maintenance And Support

- 11.1. We shall have the right to conduct routine scheduled maintenance or emergency maintenance of its electrical, software or hardware infrastructure required to operate our Services according to the maintenance schedule posted on the Website or communicated via email to you, to the extent it is deemed by us to be feasible. In the event that a mission critical maintenance situation arises, we may have to perform emergency maintenance at any time without prior intimation to you. During these scheduled and emergency maintenance periods, your equipment may be unable to access the Services and you may be unable to access Customer Data and the Services on our cloud computing platform. You agree to co-operate with us during the scheduled and emergency maintenance periods. Where a server is not able to successfully boot up due to malfunction in the operating system or software, software misconfiguration, any software/hardware related issues such as filesystem and/or database inconsistency or load times and/or checks taking undue amount of time and failing to complete, we shall not be liable for any resulting downtime in excess of the maintenance routine estimate.
- 11.2. We will undertake best efforts to provide you round the clock support, monitoring, fault reporting and maintenance of the networks and systems at E2E. We shall provide warranty support for the equipment supplied by us, subject to the terms and conditions of the equipment's manufacturer. It is

clarified that we will not perform maintenance of any hardware problems in any equipment, which is not provided by us.

#### 12. Terms Of Free Trial

- 12.1. The terms of these Terms as well as any other terms stated to be applicable to the use of the Services shall govern 'free trial facility' being offered by us.
- 12.2. We shall have the discretion to grant a free trial facility to any potential customer and shall be entitled to do so on the basis of an evaluation of the specific service sought from us and such potential customer's needs. The period for which free trial facility is granted by us shall be at our discretion and may change from case to case.
- 12.3. We shall make best efforts to grant free trial facility within a period of 7 (Seven) days from receiving a request for the same from a potential customer.
- 12.4. We reserve the right, in our absolute discretion, to cancel or modify the free trial facility offered to you, at any time without prior notice.
- 12.5. In the event that it is brought to our notice that any activity that constitutes a violation of these Terms is undertaken by you, we shall have the right to immediately cancel the free trial facility without prior notice to you.
- 12.6. Notwithstanding the other provisions of these Terms, any liability(ies) arising out of or in connection with your use of the free trial facility, shall be solely and totally borne by you, and neither us, nor our representatives shall be liable for any claim, loss, damages, fine, penalty, fee, charge, cost or any expense of any nature arising due to your use of the free trial facility (including use by your representatives).

#### 13. LIMITATION OF LIABILITY

13.1. IN ANY EVENT, OUR, OUR AFFILIATES' AND OUR LICENSORS' CUMULATIVE LIABILITY TOWARDS YOU OR ANY OTHER PARTY, IF ANY,

FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF THE SERVICES OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU, PURSUANT TO AN INVOICE RAISED BY US FOR ONE MONTH, IN THE MONTH PRIOR TO THE MONTH ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. EXCEPT TO THE EXTENT SET FORTH IN THE SERVICE LEVEL AGREEMENT, WE SHALL HAVE NO LIABILITY SHOULD THERE BE ANY DELAY IN THE RENDERING OF THE SERVICE.

13.2. IN NO EVENT SHALL WE BE LIABLE TO YOU, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE USE, OR LOSS OF USE OF THE SERVICES, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SUBSEQUENT OR OTHER COMMERCIAL LOSS, OR FOR ANY OTHER REASON OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 14. LIMITED WARRANTY

14.1. WE REPRESENT THAT WE SHALL MAKE BEST EFFORTS TO PROVIDE THE SERVICES IN COMPLIANCE WITH OUR SERVICE LEVEL AGREEMENT. EXCEPT FOR THIS WARRANTY, WE DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WE SPECIFICALLY DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER.

WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO THE ACCURACY, DEPENDABILITY, PRIVACY, SECURITY, AUTHENTICITY OR COMPLETENESS OF DATA TRANSMITTED OVER THE INTERNET, OR ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT CAUSED OR PERMITTED BY OR INTRODUCED THROUGH THE INTERNET OR THE SERVERS UPON WHICH THE SERVICES ARE PROVIDED. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE FIREWALL, PASSWORD AND OTHER SECURITY MEASURES TO PROTECT ITS SYSTEMS, DATA AND APPLICATIONS FROM UNWANTED INTRUSION, WHETHER OVER THE INTERNET OR BY OTHER MEANS.

#### 15. CONSIDERATION

#### 15.1. Infra Credit Prepaid Customers.

If you are an Infra Credit Prepaid Customer, we will raise an invoice for an amount equivalent to the amount paid by you under your Customer Account for purchase of infra credits, subject to the deduction of applicable taxes, including GST from such amount. You should ensure that you continuously monitor your usage and maintain sufficient positive infra credits in your Customer Account. A negative infra credit balance in your Customer Account may lead to automatic suspension and/or De-provisioning of Services.

15.2. **Other Customers**. If you are not an Infra Credit Prepaid Customer, we will raise an invoice against you as per the applicable billing period, and you will be required to pay all fixed fees/charges contained in such invoice, including Variable Usage Charges, if applicable, for particular services. The Services rendered to you may be suspended/de-provisioned, in the event that you do not pay the invoice amount within the due date indicated in the invoice/reminder email. Further, we retain the right to reduce/ cancel the credit period being offered to you (if any), or cancel any discounts offered earlier (if any) or increase existing prices without prior notice to you, in the event that the payments are not received by us within the specified due dates as

indicated in the invoice reminder emails or for any other reason at our sole discretion.

- 15.3. You must provide current, complete and accurate billing information in your Customer Account and must promptly update all such information in the event of any changes.
- 15.4. If you are an Inactive Customer and there are any prepaid infra credits in your Customer Account, we will have the right to invalidate such credits after following the below process:

We will send a notice via email to your registered email id requesting you to use the credits within a specified period of time, failing which we shall be entitled to invalidate such credits on the expiry of such specified period.

However, the Company reserves the right to reverse free credits or coupons any time as per its own discretion without any obligation to inform the Customer before such reversal.

- 15.5. If you require any changes to be made to the particulars, services and charges mentioned in the invoice raised by us, you should intimate us via email at billing-support@e2enetworks.com, of the same within 7 (seven) days of receipt of such invoice. If the same is not communicated in the manner specified above within 7 (seven) days of receipt of such invoice through email, we may, at our discretion, refuse to make any amendments or issue credit notes, as we deem necessary.
- 15.6. All fees/charges required to be paid to us for the Services, shall be payable in the currency in which the invoice has been raised by us and any charges in relation to foreign remittance (if applicable) shall be borne by you.
- 15.7. **Escalation of charges.** We reserve the right to revise the prices of any existing service plan and/or discontinue any existing plan or change its features, at our discretion. In case of any change in the service plan and /or service fee applicable to you, or if we discontinue any existing plans being

billed to you, we will, to the extent deemed feasible, notify you of the same by email.

- 15.8. All payments shall be made by direct transfer (NEFT/RTGS), cheque or demand draft, drawn in favour of 'E2E Networks Limited' payable at New Delhi and no outstation cheques shall be accepted. You may also pay online from your Customer Account at 'MyAccount' using options namely net banking, credit card, debit card, standing instructions or autopay on debit/credit cards. We, as a merchant, shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any transaction on your bank account, on account of having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time. All invoices raised against you will be due and payable as per the due dates / credit terms mentioned in the invoice and you will be liable to pay interest at the rate of one and half percent (1.5%) per month on all overdue and unpaid invoices, commencing from the due date of such payment until the date of actual receipt of the payment of the outstanding amount by us.
- 15.9. We may use third-party payment processors/payment gateway partners to receive payment through the payment account(s) linked to your Customer Account. The processing of these payments may be subject to the terms, conditions and policies of the respective payment gateway partner in addition to these Terms. You acknowledge that we are not responsible for the acts or omissions of the payment gateway partners.
- 15.10. If you fail to pay amounts due under the invoices raised by us by the respective due dates, then we will be entitled to take suitable legal action in accordance with Applicable Law against you to recover outstanding dues on invoices. You will be additionally liable to reimburse us for all costs of collection incurred by E2E hereunder, including but not limited to legal fees paid to an attorney.
- 15.11. If any amount is withheld by you from payments due to us pursuant to any statutory requirement, you should remit such amount to the appropriate Government Authorities and promptly furnish signed documentary evidence/certificate supporting such withholding to us, that is sufficient for us

to claim tax credit from the relevant Government Authorities on a quarterly basis for full withheld amount. Kindly note that TDS certificates are required to be uploaded for every quarter. Certificates for quarters ending in June, September, December, and March need to be shared on fin-tds@e2enetworks.com email id by 20th August, 20th November, 20th February, and 20th June respectively. Please note that No TDS certificates for the previous financial year will be accepted if uploaded after 30th June of the current financial year. For example, all certificates for the financial year 2020-21 should be uploaded no later than 30th June 2021.

If you fail to share the signed certificate/documentary evidence within the timelines mentioned above, then the whole withheld amount shall be treated as a short payment on the respective invoice(s) and you will be liable to pay the withheld amount to us immediately on expiry of the above mentioned timelines to furnish such evidence. If you neither submit the signed TDS certificate nor pay us such withheld amount, we will have the right to suspend and/or de-provision the Services being provided to you after sending you a notice via email.

15.12. We shall have the right to require you to pay the full invoice amount along with applicable TDS (if any) and you will have the right to claim a refund of the requisite TDS amount paid to us on submitting the required duly signed TDS certificate(s), within the statutory timelines. If the duly signed TDS certificate required by us under Applicable Law to claim tax credit is not submitted by you to us, within the statutorily specified timelines, we shall not be bound to refund the TDS amount to you. For more details on how TDS refund process work, please refer to the help article TDS Refund- How to claim TDS refunds? – E2E Networks Knowledgebase

15.13. All fees payable by you shall be exclusive of goods and services tax ("GST"). We may charge and you will be required to pay GST and/or other taxes applicable to all payments required to be made toward our Services. Notwithstanding that you may be entitled to any exemptions or benefits under Applicable Law, we shall be entitled to charge GST in our invoices and you shall be liable to pay the entire amount as per the due date specified therein.

15.14 The Customer shall be responsible to provide valid GSTN in their Customer Account (<a href="https://myaccount.e2enetworks.com/">https://myaccount.e2enetworks.com/</a>), if they are registered under the GST regime. If the GSTN provided by a customer is found to be inactive /cancelled/suspended at the time of Invoice generation or during the filing of GST returns by E2E, then E2E shall remove such invalid GSTN and the services provided to the Customer shall be considered as being provided to unregistered recipients.

E2E shall not be held liable for loss of input credit or any other loss incurred by the Customer, if the Customer fails to update valid GSTN in its Customer Account before Invoice generation.

15.15. If your payment on any invoice raised by us is not received by us on account of disruption in banking services for whatever reason (whether or not beyond your control), we shall be entitled to suspend and further de-provision your services.

#### **16. CONFIDENTIALITY**

16.1. You should safeguard and keep confidential E2E's Confidential Information using measures that are equal to the standard of care used by you to safeguard your own Confidential Information of comparable value, but in no event less than reasonable care. You should not use our Confidential Information for any purpose except to implement your rights and obligations under these Terms and as otherwise expressly contemplated by these Terms.

# 17. SECURITY AND DISCLOSURE OF CUSTOMER DATA

17.1. **Security Measures.** You will be solely responsible to patch your systems regularly with security updates of operating systems, web server/DB or any other software in use on servers/services, maintain highest levels of input sanitation on your web applications and in general keep any protected data encrypted. Further, you should take reasonable security measures to ensure protection of Customer Data stored on our cloud servers linked to your Customer Account. We will , on a best-efforts basis, implement

reasonable and appropriate measures designed to help you secure your Customer Data against accidental or unlawful loss, access or disclosure.

However, you shall remain responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection and backup of your Customer Data, which may include the use of encryption technology to protect your data from unauthorized access and routine archiving your data. We do not promise to retain any preservations or backups of your Customer Data. You are solely responsible for the integrity, preservation and backup of your Customer Data, regardless of whether your use of Services includes a E2E backup feature or functionality, and to the fullest extent permitted by law, we shall have no liability for any data loss, unavailability, or other consequences related to the foregoing.

We are not responsible or liable to make available data lost due to hardware failure or any other reason. While we will make our best efforts to help you retrieve your Customer Data (in the case of hardware failure), our responsibility is limited to providing you with an equivalent (replacement) compute node, as soon as possible. If you have signed up for a backup plan with us, we will help you restore your Customer Data, from one of the available recovery point objectives, to the newly provisioned compute node (at your option), on a best- efforts delivery basis.

17.2. **Disclosure of Customer Data.** Notwithstanding that we may have access to the servers allocated to you for availing the Services, we do not by default maintain copies of Customer Data and/or logs of Customer activities on our platform or servers, unless expressly mandated by Applicable Law. Further, we will not disclose Customer Data to any Third Party, unless required to do so for the purpose of providing the Services to you or pursuant to an order or demand duly made by a Government Authority. We will not be under any responsibility to notify you of any such demand or order for disclosure of your Customer Data or provide proof of such demand or order to you.

## 18. SUSPENSION OF SERVICES

- 18.1. We may, in our sole discretion, suspend the Services, in whole or in part, without liability if (i) you fail to pay the Fees/Charges due and payable to us by the due date or credit term mentioned in the invoice/reminder emails, (ii) you are an Infra Credit Prepaid Customer and you run out of infra credits on your Customer Account (iii) you or your End User is in violation of these Terms and/or the Company Policies, (iv) you fail to reasonably cooperate with our investigation of any suspected breaches of these Terms, (v) we reasonably believe that our cloud platform has been accessed or manipulated by a Third Party without your consent or our consent, (vi) we reasonably believe that suspension of the Services is necessary to protect our environment generally, (vii) you or your End User is in breach of provisions of Clause 8 and its sub-clauses, (viii) we are obligated to suspend Services pursuant to a subpoena, court order or otherwise as required by Applicable Law or by an order of a Government Authority made in accordance with Applicable Law, whether in writing or by oral communication, (ix) you or your End User's use of or access to the Services poses a security risk to us, the Services or to any Third-Party, or is fraudulent, and/or (x) you have ceased to operate in the ordinary course, or made an assignment for the benefit of creditors or effected a similar disposition of assets, or have become the subject of any insolvency, reorganization, liquidation or similar proceeding.
- 18.2. If we are providing the servers, we may restrict access to Customer Data stored on our servers during any suspension of Services. We may, in our sole discretion, give you reasonable advance notice of a suspension under this Clause and a chance to cure the grounds on which the suspension is based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter, contemporaneous or no notice is necessary to protect ourself or our other customers from operational, security, or other risks or if such suspension is ordered by a court or other judicial body of competent jurisdiction or a Government Authority.
- 18.3. In the event of any suspension of services pursuant to clause 18, Payments to be made for reactivation of services shall, in addition to the outstanding amount of the invoice, include the following:-

- Payment for invoices which are not due but have been raised and sent to you
- Any amount deducted by you in lieu of TDS for which you have not yet provided signed TDS certificate/ documentary proof to our satisfaction
- Reactivation fees as determined by us at discretion of E2E
- Interest at the rate of one and half percent (1.5%) per month on all
  overdue and unpaid invoices, calculated on a day to day basis
  commencing from the due date of such payment until the date of actual
  receipt of the payment of the outstanding amount to us.
- 18.4. You will remain responsible for all fees and charges that you have incurred till the date of De-Provisioning of Services irrespective of whether or not you have used the Services or even if the servers were in a suspended state.
- 18.5. At our sole discretion, we may disable your access to the Services, including your access to Customer Data as a consequence of the suspension of Services, and we will not be liable to you for any damages or losses, whether direct or indirect, that you may incur as a result of such suspension.
- 18.6. If you have multiple accounts, any suspension of Services pursuant to Clause 18.1 shall be grounds to suspend access to all customer accounts at our sole discretion. Further, if you have multiple accounts, then we will have the right to adjust outstanding payments not paid within due dates by you in respect of one E2E account with credit balances lying in other E2E accounts.
- 18.7. We shall have the right to suspend the Services being rendered to you after providing notice in this regard if we suspect that you/your Customer

Account is linked in any manner with another customer account which has been suspended pursuant to the provisions of Clause 18.1.

- 18.8. The Services once suspended by us due to non-payment of any outstanding dues by the due date mentioned on the invoice, shall be restored only when the outstanding payment is credited in our bank account. If you pay the outstanding balance or dues for the Services availed through an online payment gateway, payment shall be deemed to be made only on receipt of payment by us and its corresponding confirmation by the payment gateway. If we do not receive the payment and valid confirmation of payment duly made from the payment gateway, you will be required to pay the dues to avoid suspension/de-provisioning of Services or to revoke suspension of Services, as the case may be. You acknowledge that it may take upto 48 (Forty-Eight) hours for the Services to be reactivated properly post receipt of payment from you, where your access to the Services have been suspended.
- 18.9. **Consequences of deprovisioning of Services.** Where the servers are provided by us, we reserve the right to De-Provision all or part of Services provided by E2E including deprovisioning of committed instances, at any time after their suspension due to non-payment of outstanding dues and/or for other reasons pursuant to Clause 18.1.

It is hereby clarified that while suspending and/or de-provisioning services pursuant to reasons stated in clause 18.1, E2E reserves the right to suspend/de-provision all services including but not limited to suspension/de-provisioning of committed instances/paid services. Further, no refund shall be due to the Customer in case de-provisioning is initiated by the E2E pursuant to clause 18.

After De-Provisioning, the running subscribed services will be decommissioned, all of the Customer Data on servers including backups, if any, will be deleted and will no longer be available and resources allocated to you will be released.

18.10. IN THE EVENT WE TAKE ANY ACTION PURSUANT TO THIS CLAUSE, WE SHALL HAVE NO LIABILITY TOWARDS YOU OR ANYONE

CLAIMING BY OR THROUGH YOU. NOTHING HEREIN SHALL PRECLUDE YOU FROM PURSUING OTHER REMEDIES AVAILABLE BY STATUTE OR OTHERWISE PERMITTED BY APPLICABLE LAW.

#### 19. INDEMNIFICATION

19.1. You shall defend, indemnify and hold harmless the Indemnified Parties, from and against any and all Claims and/or Losses arising out of or relating to (i) breach of these Terms by you, your representatives or End Users, or (ii) violation of the Company Policies or Applicable Law by you, your representatives or End Users, (iii) non-payment of applicable taxes including but not limited to GST, TDS or any other form of taxes levied by any Government Authority from time to time on you, (iii) breach of security measures by you, your representatives or any End User, (iv) a dispute between you and your End User, (v) alleged infringement of Third-Party IPRs by the Customer Data. Your obligation under this Clause 19.1 shall extend to Claims arising out of acts or omissions by your employees, End Users and any Person who gains access to the Services as a result of your failure to use reasonable security measures.

#### **20. TERMINATION**

- 20.1. If you want to terminate/de-provision our Services, you should write to us at cloud-platform@e2enetworks.com for manually provisioned services or in case of Services availed through Self Service Portal, you may terminate/de-provision the same by accessing your Customer Account at https://myaccount.e2enetworks.com.
- 20.2. If you fail to make due payments on any invoice(s) raised by us as per the due dates mentioned on the invoice/reminder emails or if you fail to deposit the TDS to the appropriate Government Authority and fail to provide us a duly signed TDS certificate within statutory timelines, we retain the right to suspend and deprovision the Services.
- 20.3. We shall have the right to terminate your access to the Services at our sole discretion at any time, without any notice to you, if we are of the opinion

that you have used the Services (a) fraudulently, unlawfully or abusively, (b) any such usage of the Services by you is in breach of Applicable Laws, (c) you have committed material breach of these Terms, or (d) for any reason whatsoever, if we are of the opinion that your use of the Services poses risk to us, our Services, our resources or other E2E customers. Where your default is on the ground of violation of these Terms, we may, at our sole discretion, allow you an opportunity to cure your breach, and if you fail to cure such breach within such number of days as may be notified by us, or 30 (thirty) days (where it is not specified), we shall have the right to terminate the Services immediately.

20.4. We may terminate the Services, at our sole discretion at any time, without any notice to you, if you have ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or effected a similar disposition of its assets, or have become the subject of any insolvency, reorganization, liquidation or similar proceeding.

#### 20.5. Effects of Termination.

- On termination of Services, we will remove all of your electronically stored data from our facilities, including all Customer Data and back ups, if any, and this shall not give rise to any liability towards you.
- If we are providing the servers, we reserve the right to re-format/delete/de-provision/remove any servers, virtual or physical, for freeing up resources for use by other E2E customers.
- You shall remain responsible for all fees and charges till the date of deprovisioning of respective services irrespective of whether you have used them or not.

- You should immediately return or, if instructed by us in writing, destroy all Confidential Information pertaining to us, in your possession.
- All provisions that by their nature are intended to survive any termination of Services shall survive.

20.6. **Handover of data:** Upon termination, we may at our sole discretion, assist you in transitioning Customer Data to an alternative technology or cloud service provider, for an additional charge and under separately agreed terms.

#### 21. PROPRIETARY RIGHTS

We or our licensors own all rights, title, and interest in and to the Services and underlying software, and all related technology and IPRs. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services. Further, you acknowledge that we will be required to use your logo, trademark and entity name for the limited purpose of identifying you in our records, marketing materials, the Website and client database. You hereby grant us permission to include your name, logos, and trademarks in our clientele, promotional and marketing materials and communications.

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Websites and Services ("**Feedback**") then you hereby grant to us an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Website and Services and create other products and services.

### 22. MISCELLANEOUS

22.1. **Entire Agreement** – These Terms, together with Company Policies and any other documents expressly referred herein, constitute the entire understanding between the parties with respect to the subject matter hereof.

In addition, the terms and conditions as set forth in any invoice, or any other official communications in writing between you and us, including payment reminders and suspension emails, shall also be binding on you.

- 22.2. **Force Majeure:** We will not be responsible for the delays or damages that may occur due to any act, omission or delay caused by a Force Majeure Event. We will be entitled to discontinue the Services with immediate effect on the occurrence of a Force Majeure Event, if in our opinion we are unable to continue to provide the Services as per these Terms.
- 22.3. **Email Communication:** You agree that any notices, agreements, disclosures, or other communications that we send to you electronically through email will satisfy any legal communication requirements, including that those communications be in writing. You agree to receive such electronic notices from us, which will be sent by email to the email address then associated with your Customer Account. You are responsible for ensuring that the email address associated with your Account is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.
- 22.4. **Relationship of the Parties.** The parties are independent contractors. These Terms does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
- 22.5. **Assignment.** You may not assign, transfer or delegate any of your rights and obligations under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign, transfer or delegate our rights and obligations under these Terms without notice or consent.
- 22.6. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

- 22.7. **Severability.** If any part of these Terms is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 22.8. **Non-Solicitation.** You for any reason, shall not, directly or indirectly solicit our employees who are on our panel/rolls to leave their respective employment/business engagements during the period you are using the Services and for 2 (two) years after the termination of Services.
- 22.9. **Governing Law:** These Terms shall be governed and constructed in accordance with the Applicable Laws of India. Subject to the Clause 22.10 below, the courts at New Delhi shall have exclusive jurisdiction over any of the disputes arising out of or in relation to these Terms.
- 22.10. **Dispute Resolution:** In the event of any dispute, claim or controversy arising under, or in relation to these Terms, such dispute shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be settled by a sole arbitrator to be appointed by the parties to the dispute and the seat of arbitration shall be New Delhi, India. The arbitration award shall be final and binding on the Parties and shall be enforceable in any competent court of law.

# **10.Privacy Policy**

E2E Networks Limited (also referred to as "E2E," "our," "we" or "us") provides cloud platform and configuration services, including but not limited to smart dedicated servers, graphics processing units, object storage, content delivery network service and continuous data protection backup service ("Services"), which can be availed through its website accessible at <a href="https://www.e2enetworks.com/">https://www.e2enetworks.com/</a> (the "Website"). This privacy policy ("Privacy Policy") describes how we collect and use the Personal Information of users accessing the Website and/or customers availing the Services ("you", "user", "your" to be construed accordingly). Your use of the Services or your registration with us constitutes your agreement to this Privacy Policy.

We may modify this Privacy Policy at any time by posting a revised version of the same at link <u>e2enetwoks.com/policies/privacy-policy</u>, on our Website, and the amended version shall become automatically binding on you if you continue to avail of the Services. The amended Privacy Policy will be applicable even if not accepted by you separately. You shall have the responsibility to review the Privacy Policy on a regular basis. If you do not wish to be bound by the updated Privacy Policy, we request you to stop accessing the Website and the Services and to reach out to us to deactivate your Customer Account (as defined in the E2E terms of Services accessible at <a href="https://www.e2enetworks.com/policies/terms-of-service">https://www.e2enetworks.com/policies/terms-of-service</a> "Terms").

We respect your privacy and are committed to maintaining the privacy and confidentiality of your Personal Information. Our Personal Information handling practices are described in this Privacy Policy, in any subsequent privacy supplements, and in notices published at the point of collection of such Personal Information.

We urge you to read this Privacy Policy so that you understand our commitment to you and your privacy, and how you can participate in that commitment. If you have any questions, please contact us at compliance@e2enetworks.com.

# 1. SCOPE AND YOUR CONSENT TO OUR USE OF YOUR INFORMATION

This Privacy Policy applies to Personal Information and other information (collectively referred to as "Information") collected by E2E or its service providers acting on its behalf for the purpose of providing the Services or for making the Website accessible to: (i) visitors to or users of the Website; (ii) prospective and current customers using the Services; (iii) service providers and business partners; (iv) job applicants; and (v) other third-parties that E2E interacts with.

By providing your Personal Information (defined below) to E2E in the ways described in this Privacy Policy, you:

- agree that you are authorized under applicable law to provide that Personal Information;
- are agreeing to the terms of this Privacy Policy and any supplementary privacy supplement we put up on the Website.

We require your Personal Information to be able to provide you the Services or access to our Website, as the case may be. If you do not agree with the terms of this Privacy Policy, please do not register, subscribe, create an account, or otherwise interact with our Services or the Website.

#### 2. DEFINITIONS

"Personal Information" means any information that relates to a natural person, which either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person. It includes any information or an opinion from which you are reasonably identifiable, such as your name; Customer Account information like username and password; email address; contact number and complete address. We describe the Personal Information that we collect in more detail in Section 3 below.

"Non-Personal Information" is information that is related to you but does not personally identify you. Non-personal Information includes information that has been modified by aggregating, anonymizing or de-identifying such information in order to remove or hide any Personal Information.

## 3. THE TYPES OF INFORMATION WE COLLECT

a) **Personal Information**: This includes the contact information of customers and sub-users added to the Customer Account and accessing the Services, and such information includes the name, company name, job title, mobile numbers, postal addresses, email addresses, or other addresses at which communications are received by such customer/sub-user, as the case may

be, from or on behalf of E2E (such information being referred to as "Contact Information"). If you choose to refer anyone to our Services, we may also collect such person's email address so that we may send them a referral or promotional code to sign up for our Services.

When you are expressing an interest in obtaining additional information about the Services or signing up to use the Services, E2E requires that you provide Contact Information ("Required Contact Information"). However, Personal Information does not include aggregated information that, by itself, does not permit the identification of individuals and does not include information collected by automated means (described below).

- b) **Transactional Information**: This includes information about the Services you use, and how you interact with us and the Services (for example through email, customer portal or phone).
- c) Billing Information: E2E collects your billing information like customer name, GSTIN, PAN, address, bank details, TDS certificate etc. for the purpose of providing the Services. In order to purchase our Services, you are required to make payment for such Services. While making payment, we redirect you to our third party payment gateway and at such a third party payment gateway your billing details such as billing name and address, and a credit card number, including card security number and credit card date of expiration ("Billing Information") may be collected by such third party payment gateway. You agree and acknowledge that your submission of Billing Information on the third party payment gateway will be governed by the terms of such third party payment gateway's privacy policy and terms of use.
- d) **Optional Information**: Where the customer is a business entity, this includes the business entity's annual revenues, number of employees, industry or similar information that helps us tailor our Services. Please note, that Optional Information is information that you do not have to provide us unless it is agreed upon between us.
- e) **Information Collected by Automated Means**: This includes information that E2E collects through commonly used information-gathering tools, such as cookies and web beacons. Such information includes standard information

from your web browser (such as browser type and browser language), your Internet Protocol ("IP") address, and your activities on the Website (such as the web pages viewed and the links clicked, number of visits, access time, device ID or other unique identifier, domain name, screen views, language information, device name and model, and operating system type), the URL of the site from which you came and the site to which you are going when you leave the Website, your computer operating system, and mobile device operating system (if you are accessing the Website using a mobile device). Information collected by automated means also includes information that we may collect about: your use of certain Service features; the functionality of the Services; when you click on ads; your participation in research initiatives like surveys about our Services. While E2E does not monitor or view the specific data stored by its customers who are using the Services, it is necessary for E2E to track various parameters of transferred data (file size, etc.) to support features including, but not limited to, bandwidth monitoring and storage usage. E2E treats such information as Non-Personal Information and it will be subject to the Terms and conditions agreed to by the Customer or applicable master services agreement ("MSA") or non-disclosure agreement ("NDA"), if any, executed with the respective customer.

f) **Sensitive Information**: We will not intentionally collect or maintain, and do not want you to provide, any information regarding your medical or health condition, race or ethnic origin, political opinions, religious or philosophical beliefs or other sensitive personal information.

# 4. HOW DO WE COLLECT INFORMATION ABOUT YOU

a) **Information you give us or our service providers**. You may provide Personal Information when you: (i) access the Website, (ii) request, purchase and use the Services, (iii) communicate with E2E via phone calls, chat, email, web forms, social media and other methods of communication, (iv) subscribe to E2E marketing material, (v) apply for a job at E2E, or (vi) provide services to E2E.

- b) **Information we collect about you and your device via automated means**. Each time you visit the Website, view an E2E advertisement on a third party-owned website or read an E2E marketing email, we may automatically collect information about you via cookies, web beacons and other similar technologies.
- c) **Email communication**. We use pixel tags and cookies in our marketing emails so that we can track your interaction with those messages, such as when you open the email or click a URL link that's embedded within them. When recipients click on one of those URLs, they pass through a separate web server before arriving at the destination page on the Website. We use tools like pixel tags and cookies so that we can determine interest in particular topics and measure and improve the effectiveness of our communications.
- d) **Information we receive from other sources**. We work closely with third parties (for example, business partners, service providers, sub-contractors, advertising networks, analytics providers, search information providers, credit reference agencies, fraud protection services, channel partners and resellers) and may receive information about you from them.
- e) **Social Media Platforms**. We may receive certain information that is stored or processed by third parties, such as the social media sites Facebook®, Twitter® and LinkedIn® when you interact with us through these social media platforms. The Website may include social media features such as the Facebook "Like" button and widgets such as the "share this" button. These features may collect your IP address as well as details of the pages you are visiting on the Website. Social media features and widgets are either hosted by a third party or hosted by the Website. The collection and disclosure of your Information by these social media platforms when you interact through these social media features will be governed by the respective privacy policy of such social media platforms.
- f) **Public Forums, Blogs and the Customer Reference Program**. The Website may feature bulletin boards, blogs or forums. These are public forums and any Personal Information that you choose to submit via such a forum may be read, collected, or used by others who visit these forums, and may be used

by such persons to send you unsolicited messages, and E2E shall not have any responsibility with respect to Personal Information shared by you on such forums. E2E may post the list of customers and testimonials on the Website. These lists and testimonials usually contain Personal Information such as customer names, company name and job titles.

- g) **Co-branding**. Some services that form part of the Services and are provided by E2E may be co-branded and offered in conjunction with another company. If you access the website of such other company or access such co-branded services, both E2E and the other company may receive the Personal Information that's collected via that co-branded website or service. The company whose privacy policy is displayed on a co-branded website will be responsible for Personal Information collected on such a website .
- h) **Third-party vendors**. In order to provide the Services and improve the Website, E2E may engage the services of third-party vendors. In the process of supplying services to E2E, these third-party vendors may need to collect Personal Information about you.

### 5. HOW WE USE YOUR INFORMATION

Unless otherwise stated herein, we use your Information for providing you the Services that you have requested from us, as described below:

- a) **To contact you**. We use your Contact Information to get in touch with you. Here are some examples of reasons why we might contact you: to communicate with you about your orders or the Services you use; conduct surveys; send you announcements about the Services; notify you about our upcoming events; administer surveys, sweepstakes, contests, or other promotional activities or events sponsored by us or our business partners;
- b) **For marketing purposes**. We use your Contact Information to recommend products and services that might be of interest to you, to send you marketing and advertising messages such as newsletters, announcements, or special offers or to notify you about our upcoming events. Providing you with marketing communications is not essential for us to provide the Services to

you; thus, you may opt-out from receiving such communications as described in Section 7 below. Your decision to opt-out from our marketing communications will not affect your ability to continue receiving the Services from us.

- c) **To provide the Services to you**. We need the Required Contact Information, Transactional Information, and Billing Information to: process orders (including payments) for our Services; provide the Services to you; provide access to secure areas of our websites; create and maintain your account, and control access to it.
- d) To measure interest in the Website and advertisements. We need Information collected via automated means to: measure interest in the Website and E2E advertisements; develop our web pages and marketing plans; customize and improve the content you view when you visit the Website; suggest products and services that you may be interested in purchasing; personalize the online ads we present to you based on your prior web visits or ads viewed; and enable us to review develop and continually improve the Services and offers we provide. Collecting this information is not essential for the maintenance or existence of the legal relationship we may have with you at a certain point.
- e) To enable third parties to provide services to us. We may need to provide your Required Contact Information to third parties so that they may carry out technical, logistical or other functions on our behalf. This disclosure of your Contact Information will be subject to the terms of Section 6 below. We also engage third-parties to provide us with reports about the usage and browsing patterns of the Website. Such third parties track and analyze such information with respect to visitors to the Website.
- f) We may also use your Personal Information in other ways as more particularly described in our Terms, MSA or NDA (as applicable) and the Company Policies (as defined in the Terms, MSA or NDA) between the customer and E2E. Any Personal Information you provide when you sign up for the Services may be used by us as we describe in the Terms, MSA or NDA, as applicable, between us, the Company Policies and as described in

this Privacy Policy. To assist us with the uses described in this paragraph, the Information that we or our service providers have collected from or about you (for example, through the Website, or E2E e-mail communications with you) may be combined with or enhanced by other information about you that we have obtained from you or from other sources, including from our service providers or business partners.

- g) **To protect our business**. We use Information we collect to prevent or detect fraud or abuses of the Website and the Services, and to identify and protect our business from fraudulent transactions.
- h) **To manage our everyday business needs**, such as to: administer and manage our business; train our employees; help promote compliance with the Terms/MSA/NDA (as applicable) and the Company Policies; allow you to apply for a job with E2E; carry out research and development to improve the Services; carry out other purposes that are disclosed to you and to which you consent; or to comply with applicable law.
- i) **Other**. If you purchase our Services via one of our online tools, we will use the information that you provide during the online sign-up process to establish your Customer Account. Information you submit through on-line chat, email, and web form is archived and may be tied to information that we collect about your web visits. Your telephone call or a web conference may be recorded for training purposes and we may enter information you provide via telephone, or other means of communication, into our systems and use it for the purposes described in this section.

### 6. DISCLOSURE OF PERSONAL INFORMATION

Except for the limited circumstances described in this Privacy Policy or the applicable Terms/MSA/NDA and/or the Company Policies, the Personal Information we gather is for internal use only and we will not authorize the release of this information to anyone outside of E2E unless you have consented to such disclosure. When we need to provide your Personal Information to third parties, we will only share it to the extent reasonably necessary for providing the Services or improving the customer experience

while availing the Services. We may also share your Personal Information as required or permitted by applicable law in the manner set out in the applicable Terms/MSA/NDA and as described below.

Please note that the parties to whom we disclose your Personal Information may be located in another country. Some of the countries in which these parties are located may not have the same or substantially similar privacy laws as those applicable to your own jurisdiction. Your Personal Information will only be transferred to other third parties as permitted by applicable law in a country where E2E operates and as described in this section.

- a) Disclosure to our Service Providers and third-party business
  Partners: We may disclose, to the extent necessary for the provision of
  Services, your Personal Information to our third party service providers and
  channel partners. Please be aware that our third party service providers and
  channel partners may be located in a different country than you, so your
  Personal Information may be transferred outside your country. We require that
  our third party service providers and channel partners agree to keep
  confidential all information we share with them and to use the information only
  to perform their obligations in the agreements we have in place with them.
  These third party service providers and channel partners are expected to
  maintain privacy and security protections that are consistent with E2E's
  privacy and information security policies. While we provide these third parties
  with no more information than is necessary to perform the function for which
  we engaged them, any information that you provide to these third parties
  independently is subject to their respective privacy policies and practices.
- b) **Disclosure to Others**: Should you breach any of the Terms/MSA/NDA or Company Policies or if we are under a duty to disclose or share your Personal Information in order to comply with any obligation imposed by applicable law, we may disclose your Personal Information to the relevant government authority. We may need to release your Personal Information that we collect to third parties when we believe it is required to comply with applicable law, to enforce our legal rights, to protect the rights, safety or property of our business and others, or to assist with industry efforts to control fraud, spam or other undesirable conduct and as needed to support auditing, compliance,

and corporate governance functions. Additionally, we will provide your Information to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).

- c) **Disclosure when we have your consent**: We may also disclose your Personal Information and other information, for any other purpose disclosed by us from time to time when you provide such Personal information, as otherwise required or permitted by applicable law, and/or with your express consent. Any such purposes may involve the transfer of your Personal Information across country borders. We may disclose Non-Personal Information that does not identify any individual or company (e.g., anonymous, aggregated data) without restriction. For example, we may provide our advertisers or other third parties with reports that contain aggregated and statistical data about our users.
- d) **Disclosure to your Referrer**: If you sign up for our Services through a referral, we may share information with your referrer to let them know that you used their referral to sign up for our Services.

# 7. HOW YOU CAN MANAGE YOUR PERSONAL INFORMATION

a) Communication Preferences and Opt-outs. If you wish to stop receiving email marketing communications from us, please click on the "unsubscribe" link at the bottom of the relevant email marketing communication or by following the instructions detailed in the communication. Please note that this may not unsubscribe you from all other communications. If you wish to opt-out completely then please contact us using the details provided below. Please note that you cannot unsubscribe from service-related messages. In accordance with industry standards and applicable laws, we reserve the right to retain your Personal Information for a reasonable amount of time for the purpose of our internal record-keeping.

b) **Advertising and Tracking Technologies**. If you wish to opt-out of interest-based advertising or other forms of "tracking" please be aware that opting out of interest-based advertising will not prevent advertisements from being displayed to you but they will no longer be tailored to your interests.

#### c) Access and Correction.

- 7.c.1. Subject to applicable law, if you would like to know what Personal Information we hold about you, you may submit a request to us by using the contact details below. We will supply Personal Information about you and that we hold in our own files within the reasonable timeframes stipulated by applicable law. Please note that some requests may be subject to a reasonable fee.
- 7.c.2. If you would like to correct or update the Information we hold about you, or revoke consent previously granted, please follow these instructions:
  - (a) If you're an existing customer, please log in to the applicable E2E control panel to submit a support ticket.
  - (b) If you're a Website visitor, a prospective customer, job applicant, a service provider or business partner, please email us at compliance@e2enetworks.com or write to us at the address listed in Section 14 of this Privacy Policy.
- d) **Data Retention**. We retain certain information about you and usage of the service in order to comply with applicable legal, tax, or accounting requirements and/or for our own legitimate business purposes. The personal and financial information that we collect from you during account creation, service usage logs and billing and transaction logs including IP and timestamps are retained.

You can view, update, and delete certain information about your account in E2E MyAccount (<u>myaccount.e2enetworks.com</u>) however when you update or delete any information, we may continue to retain a copy of the prior version for our records.

The information you provide us may be archived or stored periodically by us according to backup processes conducted in the ordinary course of business for disaster recovery purposes.

e) Choosing not to provide us with certain information. You can choose not to provide certain information when using the Website or the Services but this may prevent you from being able to take full advantage of the functions available online and it may prevent us from being able to provide you with Services.

### 8. SECURITY OF YOUR INFORMATION

- a) **The measures we take**. We are committed to industry best practice standards when it comes to preventing loss, misuse, alteration, unauthorised access, or unlawful or unnecessary processing of the Information we collect as described in Section 3 of this Privacy Policy. For example, we:
  - (a) make use of encryption technology as required;
  - (b) use appropriate network access control technology to limit access to the systems on which E2E collected Information is stored; and
  - (c) monitor for possible vulnerabilities and attacks on E2E's servers.

Unfortunately, we cannot guarantee that the technical, physical and organisational measures we take will prevent every security threat nor can we guarantee that your Information will not be improperly accessed, used, altered or destroyed. We will notify you if we discover there has been a material breach of security, which resulted in an unauthorized disclosure of your Personal Information.

- b) **The steps you should take**. To help maintain the security of information you provide to E2E or you store on E2E's hosted systems, please follow these rules:
  - a) Keep your passwords private.
  - b) If you're already a customer, remember that you're responsible for making sure no unauthorised person has access to your passwords and account details. You should promptly notify us if you need to deactivate your login or change your password. You should also implement appropriate security measures for the data you store on the hosted system.
  - c) Remember, when you use online tools such as our forums,
     community sites or social networking sites, the content you upload to
     them will be public. If you don't want the content you upload to be seen
     by the rest of the world, please don't post it!

# 9. DATA INTEGRITY AND RIGHT TO ACCESS YOUR PERSONAL INFORMATION

Personal Information we collect is relevant for the purposes for which it is to be used. E2E takes reasonable steps to help ensure that data is reliable for its intended use, accurate, complete, and current.

We will retain your Information for as long as reasonably needed to provide you the Services or to fulfil the purpose for which the Information was originally collected as set out in this Privacy Policy.

As noted in Section 7 above, you have the rights to access, correct and request deletion of your own Personal Information in accordance with applicable law. You are also entitled to oppose certain data processing practices or to revoke consent previously granted, to the extent permitted by applicable law. In order to exercise such rights please log in to the applicable E2E control panel to submit a customer support ticket or contact us to the contact data set forth below. When we receive such request, we may inform you of: (i) the information that you or your legal representative will be asked to provide (if any) and documents that you may need to enclose with your request; (ii) timeframes to receive a response from us regarding any request; (iii) forms and templates available for submitting the request (if any) and; (iv) how we will deliver your Information to you (which usually would be copies of documents or data messages). Please note that some requests may be subject to a reasonable fee.

If you wish to cancel your Customer Account or request that we no longer provide you the Services, please log in to the applicable E2E control panel to submit a ticket. In response, we will cancel or remove your Information but may retain and use copies of your Information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you do not have a Customer Account, you can send a request by email to compliance@e2enetworks.com or write to us at the address listed in Section 14 of this Privacy Policy.

#### 10. CHILDREN

The Website and the Services are not designed for or directed at individuals under the age of eighteen (18) or minors otherwise defined under local law or regulation. We will not intentionally collect or maintain information about these individuals. If you believe that we may have collected Personal Information from someone under the age of 18 or from a minor as may be otherwise defined in your country, please let us know using the methods described in Section 14 of this Privacy Policy. We will then take appropriate measures to investigate and, if found to be true, delete that information.

#### 11. VERIFICATION

E2E utilizes the self-assessment approach to assure its compliance with its Privacy Policy. E2E regularly verifies that the Privacy Policy is accurate, comprehensive, prominently displayed, completely implemented and in conformity with applicable laws and regulations and conducts its self-assessment on an annual basis to ensure that all relevant privacy practices are being followed. Appropriate employee training is in place and internal procedures for periodically conducting objective reviews of compliance are in place.

# 12. CUSTOMER DATA – PERSONAL INFORMATION OF OUR CUSTOMERS' CLIENTS

If you believe you have provided your Personal Information to somebody who hosts your Personal Information with us, then this section applies to you! Our customers use the Services to host, transmit or process data on our hosted systems, which may include your Personal Information ("Customer Data"). In these situations, it is our customers rather than us who decide the reasons for which the Customer Data is collected and otherwise processed. E2E will not review, share, distribute, nor reference any such Customer Data except as provided in the Terms/MSA/NDA, or as may be required by applicable law. See the applicable Terms/MSA/NDA governing your access to your Customer Account for more information about how we handle your Customer Data.

Nothing contained in this Privacy Policy shall be construed to alter specific terms and conditions applicable to the Services. Our customers remain responsible for Personal Information that they collect and process and for compliance with applicable data protection laws.

Our customers are responsible for maintaining the security and confidentiality of their accounts and access to the hosted systems, and encrypting any Personal Information they store on or transmit to/from our hosted system.

For details of how the Customer Data will be used and protected, and details of how to access or correct it, please refer to the Privacy Policy of the relevant customer to which you submitted your Personal Information.

#### 13. PRIVACY PRACTICES OF THIRD PARTIES

This Privacy Policy only addresses the use and disclosure of Personal Information that's collected via the Website and the Services.

In the course of our interactions with you, we may provide you with links to third-party websites for your convenience and information. The privacy practices of those sites may differ from our own practices and are not controlled by us nor covered by this Privacy Policy. We do not make any representations about third-party websites. We encourage you to review their privacy policies before submitting your Personal Information to such third-party websites.

## 14. INQUIRIES OR COMPLAINTS

If you have a question, grievance or complaint about this Privacy Policy or our information collection practices, please contact our grievance officer as per the below mentioned details:

Name: AMIT

Email id: compliance@e2enetworks.com

Registered Office Address: E2E Networks Limited, Awfis, First Floor, A-24/9, Mohan Cooperative Industrial Estate, Mathura Road, Saidabad, New Delhi-110044.

We will investigate the matter and are committed to resolve any privacy concerns that you may have.

E2E commits to resolve complaints about your privacy and its collection or use of your Personal Information in accordance with this Privacy Policy and any applicable Indian laws

# 11. Refund Policy

E2E Networks Limited ("**E2E**", "we", "our") provides cloud platform and configuration services, including but not limited to smart dedicated servers,

graphics processing units, object storage, content delivery network service and continuous data protection backup services ("Services") to its customers ("Customer(s)", "you", "your"), and such use of the Services by the Customers shall be governed by online terms of service available at link e2enetworks.com/policies/terms-of-service and/or a master services agreement, if any, executed between E2E and the Customer. This refund policy ("Policy") describes the cases in which a refund may be due to the Customer and sets out the terms governing such refund. Your use of the Services or your registration with us for availing the Services, constitutes your agreement to this Policy. E2E may modify this Policy at any time by posting a revised version of the same on E2E's website and the amended version of this Policy shall become automatically binding on you, if you continue to avail of the Services.

❖ In connection of your use of our Services, a refund may arise in the following cases:-

#### A. Refund for Invoice Discrepancies

- If you find any discrepancies in our invoices with respect to usage
  metrics or the Services subscribed by you and/or other details
  mentioned on the invoice like GSTIN etc., you are required to email us
  at billing-support@e2enetworks.com within 7 (Seven) days of first
  receipt of Invoice on email id (s) registered with us("Invoice Email").
- We will verify the validity of the alleged discrepancies internally and after verifying whether any refund is due, we may at our discretion, offer you a credit note or infra credits and/or refund the proportionate amount, wherever required.

If you do not inform us of any discrepancy within 7 (Seven) days of the
date of the Invoice Email, then thereafter, we will not entertain any
requests to modify bills/offer credit notes or offer refund in any other
form.

#### • B. Refund in case of Deprovisioning of Services

- All Services shall be presumed to be in an active state and shall be billed till the date of de- provisioning of respective Services. The Customer is required to follow the below process for making any de-provisioning request:-
- Services availed through Self Service Portal:- The Services availed by you via self- service portal accessible at
   <a href="https://myaccount.e2enetworks.com">https://myaccount.e2enetworks.com</a> can be de-provisioned by you by making a request through the self-service portal. For termination of the Services, the Customer can follow the steps mentioned in help article available at link <a href="https://docs.e2enetworks.com/nodes/managenode.html">https://docs.e2enetworks.com/nodes/managenode.html</a>.
- Services Provisioned Manually:- Where Services have been provisioned
  manually by our team on your request, you shall have to explicitly file a
  request for de-provisioning of the Services by sending an email to us at
  cloud-platform@e2enetworks.com specifying explicitly the date of
  de-provisioning. Such request shall be treated as valid only if sent

- through your authorized technical contact and the de-provisioning shall have to be unconditional.
- On receiving your request for de-provisioning of Service(s), our provisioning team will de-provision that/ those Service(s) and send you and the E2E finance team a de-provisioning mail ("De-provisioning Email"). We will cease billing for that/ those service(s) from the effective de- provisioning date mentioned in the De-Provisioning Email, which is copied to our finance team.
- In case our finance team inadvertently misses accounting for a De-provisioning Email and has billed you for the de-provisioned services, we shall rectify the error by issuing a credit note or infra credits, on receipt of an email to that effect from you. To enable us to do the same we request you to email us at billing-support@e2enetworks.com notifying us of the error along with the details of the appropriate De-provisioning Email received from provisioning@e2enetworks.com detailing the de-provisioning request.
- In case a De-provisioning Email has NOT been received by you, we would request you to email cloud-platform@e2enetworks.com intimating us of your previous de-provisioning request which was NOT processed, along with a screenshot of such previous request. The effective date of de-provisioning is usually the deprovisioning date mentioned in the

De-provisioning Email unless the service had a commitment period, in which case, the effective date would be the last date of such commitment period.

- If you have NOT sent a de-provisioning request, you should send it as soon as possible, so that our team can proceed to issue a Deprovisioning Email to you. Till the time the Services are de- provisioned, you remain liable to pay for the same. The finance team will be able to issue credit notes or infra credits only as per the above-mentioned process.
- The billing period for Services includes the day of provisioning and the day of de-provisioning and all the days in between these two dates. All manually provisioned services including virtual/dedicated compute nodes are billed in advance as per the monthly billing cycle (unless you have specifically requested for a longer billing cycle).
- If you request us to de-provision any manually provisioned service before the end of its billing cycle, we may, at our discretion, issue equivalent credit note or infra credits or refund the remaining amount charged in advance in full minus any payment gateway transaction charges to the source through which payment was received earlier. Alternatively, if you continue to avail other services that are still in the

provisioned state, the remaining amount may be adjusted in the next billing cycle.

#### • C. Refund for Software Licenses provided with the Compute Nodes

The software licenses billed by us are billed for each calendar month regardless of the period of usage during the month. Once a software license has been used during a calendar month, it is NOT eligible for a refund and you will be charged for the full monthly cost of that license. Refund of software license cost paid for unused future months is however possible, on receipt of an email from you to us at billing-support@e2enetworks.com requesting the same.

#### • D. Refund of Prepaid Infra Credits

If you have any unused prepaid infra credits in your Customer Account and you don't intend to use any further Services, then you can request refund by sending email to billing-support@e2enetworks.com, provided Customer account is not in "Inactive/ dormant state".

For the purpose of this clause, 'Inactive/dormant state shall mean a Customer account which, at any point of time, has not consumed any of the Services in the preceding 90 (Ninety) day.

No refund shall be due after the expiry of 90 day and we shall have the right to invalidate such credits after following the process mentioned in our TOS.

#### • E. TDS Refund

In order to claim a TDS refund, please refer to our TDS help article accessible at 'TDS Refund- How to claim TDS refunds? – E2E Networks

Knowledgebase', for information on the process to be followed.

❖ When will you not be entitled to a refund under this Policy:-

You shall not be entitled any refund in the following cases:-

- a) Minimum Billing Committed Nodes: The committed nodes are launched for a specific committed period for a fixed price and you shall not be eligible for a refund of the amount paid for the same. Additionally, you will not be eligible for a refund of the minimum billing amounts charged in each billing cycle;
- b) Promotional code benefits, free coupons etc. are not refunded;
- c) The transaction fees charged by payment gateways is not refunded;
- d) If you have an outstanding balance in any of the linked Customer accounts or if we suspect that your Customer account is linked in any manner to another customer account(s) which has outstanding dues, you will not be entitled to a refund. The balance, if any, remaining after adjustment of the outstanding balance for such linked customer account, shall be refunded to you;

For the purpose of this clause, outstanding dues shall include outstanding TDS payable for the Services, where a duly signed TDS certificate has not been provided by you;

- e) In case of suspected violations of our TOS, Company Policies (as defined in our TOS) etc.; or
- f) Any other cases, which at our discretion would disentitle you to a refund.

#### General:-

All requests for refund shall be sent to billing-support@e2enetworks.com within the timeline mentioned herein above. To the fullest extent permitted by applicable law, you hereby waive all claims relating to fees/charges payable/already paid to us unless claimed within the timeline prescribed in this refund policy.

# 12.Policy FAQ

# **Frequently Asked Questions**

### 1. Do you charge for data-transfer?

No, we currently don't charge for data-transfer to & from your machine instances.

### 2. Do you offer managed services for server instances for free?

No. All our cloud instances are self-managed by default. We provide basic platform support with 'no hands to keyboard' approach.

#### 3. What is your SLA?

E2E Networks provides a 99.9% Uptime SLA. Please refer to our SLA details <a href="https://doi.org/10.2016/nc.

#### 4. Where are your data centers located?

We have partnered with Tier-III plus data centers like Netmagic.

# 5. What are the various facility certifications available at your datacenter location?

Our data center has the following certifications• INFORMATION SECURITY MANAGEMENT SYSTEM – ISO/IEC 27001:2005• IT SERVICE MANAGEMENT SYSTEM – ISO/IEC 20000-1:2011• QUALITY MANAGEMENT SYSTEM – ISO 9001:2008

#### 6. What is your policy on abuse?

We have a zero-tolerance policy on abuse.

## 7. Do you allow to run gaming/mining?

We do not allow to run any sort of games like Counter Strike, Quake etc. nor we allow to run any sort of mining such as cryptocurrencies and/or anything similar.

# 8. Do you allow the use of your servers for downloading content available only in India?

Circumvention of geographical restrictions that violate content licensing using our servers is NOT allowed.

#### 9. Does E2E provides Self Managed servers?

Yes, E2E only offers Self Managed servers. Self Managed servers are servers in which E2E does NOT provide any maintenance, management and support. These servers are managed entirely by the customers. The only thing that E2E is responsible for is server and network uptime. Customers with technological savvy team and experience consider self-managed servers.

# 10. Do you support Anonymization/Public VPN access for anonymization/Tor nodes?

Any use case that involves hiding the IP address of an end user using our servers is a prohibited.

## 13. CUSTOMERS

The limitless impact of Cloud Technology.

Discover how E2E Networks customers are transforming the landscape of business, and our society, through the use of cloud technology.

#### **Featured Customers**

#### **IIT Madras**

Indian Institute of Technology Madras is Best Institute for higher education in India. It is a public technical and research university located in Chennai. Professors of this prestigious institute use E2E CloudGPUs to train Al/ ML Models.

### IIT Bombay

Indian Institute of Technology Bombay is an autonomous public technical and research university located in Powai, Mumbai, Maharashtra, India. Professors of this prestigious institute use E2E CloudGPUs to train AI/ ML Models.

#### Cars 24

CARS24 is a next-generation eCommerce platform for pre-owned cars. E2E Cloud powers Cars 24's developer stack, where most of their technology gets built.

#### Car Dekho

Cardekho is India's favorite auto search destination where users can buy and sell used cars easily. E2E Networks powers Cardekho's developer stack, where most of their technology gets built.

#### Team BHP

Team-BHP takes zero advertising money from the auto industry, hence providing the most trusted, detailed, and unbiased Car Reviews & News in India. Winners run on E2E Cloud.

#### Zenatix

Zenatix provides IoT-based automation & monitoring solutions, delivering energy efficiency and data-driven asset management. Zenatix's entire production Infra is containerized and runs on Kubernetes offering of E2E Cloud.

#### **COVASISS**

Covacsis Technologies has conceptualized, designed, and implemented a technology framework to optimize the operational and financial efficiency of a factory in real-time. Their entire IoT and Analytics production workloads are running on E2E Cloud.

#### **Instant Pay**

InstantPay is India's largest Neo Banking platform delivering full-stack banking services to individuals and businesses of all sizes. All the services of Instantpay run on E2E Cloud to give their customers a world-class experience.

#### **USE CASES**

## **Designed for Numerous Real-World Use Cases**

Our infrastructure cloud is used for solutions in domains ranging from Data Science, NLP, Computer Vision / Image Processing, Observability, HealthTech, ConsumerTech, and more.

#### **Explore Products**

Design and implement data-parallel algorithms that scale to hundreds of tightly coupled processing units: molecular modelling, fluid dynamics and others.

Accelerate Convolutional Neural Networks based deep-learning workloads like video analysis, facial recognition, medical imaging and others.

Providing 72 RT core allows for performing the real-time RAY Tracing. It is certified by the leading graphics organizations on sophisticated professional applications.

### 14. COUNTRIES

These are the Countries E2E Cloud is serving

- United States of America (USA)
- United Kingdom (UK)
- Germany
- France
- Canada
- Switzerland
- Australia
- Netherlands
- Italy

- Spain
- Israel
- Sweden
- Belgium
- Austria
- Singapore
- Norway
- Denmark
- Finland
- Portugal
- Brazil
- UAE
- South Korea
- India

# 15.Pricing

100% Predictable Pricing Guarantee

Request a Free TrialContact Sales

For Indian Users

## For International Users

Cloud GPUs
GDC HGX-100GDC A100GDC L40SGDC A100 40GBGDC A40GDC
A30GDC L4GDC V100GDC RTX 8000GDC T4
Linux Cloud
Windows Cloud
Storage Cloud
Cloud Solutions
FAQs
BackupsBilling & AccountsSales
HGX H100 Use the world's most powerful end-to-end Al supercomputing platform with
E2E Cloud.

Plan

vCPUs

#### **Dedicated RAM**

**Disk Space** 

**Hourly Billing** 

**Monthly Billing** 

**Yearly Billing** 

**36 Months Billing** 

8xH100

200 vCPUs

1800 GB

21000 GB SSD

₹2800/hr

₹20,00,000

Rs 342.46 per GPU/hr\*

Rs. 5,76,00,000

Reserve Now

8xH100 Infiniband

200 vCPUs

1800GB

30000 GB SSD

NA

₹26,00,000

Rs 445.2 per GPU/hr\*

Rs. 7,48,80,000

Reserve Now

4xH100

240 vCPUs

1320 GB

14000 GB SSD

₹1000/hr

₹7,30,000

Rs. 250 per GPU/hr\*

Rs. 2,10,24,000

#### Reserve Now

#### Request a Free Trial

# Our sales representatives are available at <u>+91-11-4084-4965</u> and sales@e2enetworks.com

\* Price is exclusive of 18% GST Rate

\*\* Monthly Prices shown are calculated using an assumed usage of 730 hr/month; actual monthly costs may vary based on the number of days in a month.

## A100

Leverage unprecedented acceleration and flexibility to power the world's highest-performing GPU for AI, data analytics, and HPC applications.

Linux A100 GPU

Windows A100

Linux A100

Plan

**GPU Memory** 

vCPUs

**Dedicated RAM** 

Disk Space

Hourly Billing

Weekly Billing

Monthly Billing

(Save 39%)

A100-80GB

1 x 80 GB

16 vCPUs

115 GB

250 GB

₹226/hr

₹33000

₹1,00,000

Try for Free

A100-80GB

1 x 80 GB

32 vCPUs

230 GB

250 GB

₹275/hr

₹38000

₹118000

Try for Free

4xA100-80GB

4 x 80 GB

64 vCPUs

460 GB

250 GB

₹904/hr

₹132000

₹4,00,000

Try for Free

A100-80GB SXM

1 x 80 GB

16 vCPUs

115 GB

250 GB

₹226/hr

₹33,000

₹1,00,000

Try for Free

4xA100-80GB SXM

4 x 80 GB

64 vCPUs

460 GB

250 GB

₹904/hr

₹1,32,000

₹4,00,000

Try for Free

#### Read MoreRequest a Free Trial

#### **L40S**

Launch the powerful universal GPU delivering breakthrough multi-workload acceleration for large language model (LLM) inference and training, graphics, and video applications, with E2E Cloud.

Linux L40S

Windows L40S

Linux L40S

Plan

vCPUs

**Dedicated RAM** 

**Disk Space** 

**Hourly Billing** 

**Weekly Billing** 

Monthly Billing

3 months Billing

6 months Billing

Yearly

Billing

36 months Billing

L40S

25 vCPUs

220 GB

250 GB SSD

₹200/hr

₹28,000

₹1,00,000

₹3,00,000

₹6,00,000

₹10,80,000

₹28,80,000

Try for Free

2xL40S

50 vCPUs

440 GB

250 GB SSD

₹400hr

₹56,000

₹2,00,000

₹6,00,000

₹12,00,000

₹21,60,000

₹57,60,000

Try for Free

4xL40S

100 vCPUs

880 GB

250 GB SSD

₹800/hr

₹1,12,000

₹4,00,000

₹12,00,000

₹24,00,000

₹43,20,000

₹11,520,000

Try for Free

Read MoreRequest a Free Trial

### A100 40GB

The NVIDIA A100 40GB is a high-performance data center GPU designed for deep learning, AI, and HPC workloads. With its advanced architecture and large memory capacity, the A100 40GB can accelerate a wide range of

compute-intensive applications, including training and inference for natural language processing, image recognition, and more.

Linux A100

Windows A100

Linux A100

Plan

**GPU Memory** 

vCPUs

**Dedicated RAM** 

Disk Space

**Hourly Billing** 

Weekly Billing

Monthly Billing

(Save 39%)

A100-40GB

1 x 40 GB

16 vCPUs

115 GB

1500 GB

₹170/hr

₹25,000

₹75,000

Try for Free

2xA100-40GB

1 x 40 GB

32 vCPUs

230 GB

3000 GB

₹340/hr

₹50,000

₹1,50,000

Try for Free

4xA100-40GB

4 x 40 GB

64 vCPUs

460 GB

6000 GB

₹680/hr

₹100000

₹3,00,000

Try for Free

8xA100-40GB

1 x 40 GB

128 vCPUs

920 GB

6000 GB

₹1360/hr

₹2,15,000

₹7,00,000

#### Try for Free

#### Read MoreRequest a Free Trial

## **A40**

The answer to your visual computing needs, A40 delivers incredible performance to professionals anywhere for today's design, creative, and scientific challenges.

Linux A40

Windows A40

Linux A40

Plan

vCPUs

**Dedicated RAM** 

**Disk Space** 

**Hourly Billing** 

**Weekly Billing** 

Monthly Billing

3 months Billing

6 months Billing

Yearly

Billing

A40

16 vCPUs

100 GB

750 GB SSD

₹96/hr

₹14,750

₹54,500

₹1,60,230

₹3,17,190

₹6,27,840

Try for Free

2xA40

32 vCPUs

200 GB

1500 GB SSD

₹193hr

₹29,500

₹1,09,000

₹3,20,460

₹6,34,380

₹12,55,680

Try for Free

4xA40

64 vCPUs

400 GB

3000 GB SSD

₹386hr

₹58,500

₹2,18,000 ₹6,40,920 ₹12,68,760 ₹25,11,360 Try for Free Read MoreRequest a Free Trial **A30** Bring accelerated performance to every enterprise workload with NVIDIA A30 Tensor Core GPUs. Linux A30 Windows A30 Linux A30 Plan

vCPUs

**Dedicated RAM** 

**Disk Space** 

## **Hourly Billing**

## **Weekly Billing**

Monthly Billing

3 months Billing

6 months Billing

Yearly

Billing

A30

16 vCPUs

90 GB

640 GB SSD

₹90/hr

₹12,000

₹40,000

₹1,17,000

₹2,28,000

## ₹4,32,000

Try for Free

A30

32 vCPUs

90 GB

640 GB SSD

₹125/hr

₹14,500

₹50,000

₹1,46,250

₹2,85,000

₹5,40,000

Try for Free

2xA30

32 vCPUs

180 GB

1280 GB SSD

₹180hr

₹24,000

₹80,000

₹2,34,000

₹4,56,000

₹8,64,000

Try for Free

4xA30

64 vCPUs

180 GB

1280 GB SSD

₹250/hr

₹29,000

₹1,00,000

₹2,92,500

₹5,70,000

₹10,80,000

Try for Free

4xA30

64 vCPUs

360 GB

2560 GB SSD

₹360/hr

₹48,000

₹1,60,000

₹4,68,000

₹9,12,000

₹17,28,000

Try for Free

Read MoreRequest a Free Trial

The NVIDIA L4 Tensor Core GPU is the breakthrough universal accelerator for efficient video, AI, and graphics.

Linux L4

Windows L4

Linux L4

Plan

vCPUs

**Dedicated RAM** 

**Disk Space** 

**Hourly Billing** 

**Weekly Billing** 

Monthly Billing

3 months Billing

6 months Billing

Yearly

Billing

25 vCPUs

110 GB

250 GB SSD

₹50/hr

NA

₹31,755

₹92,407

₹1,79,098

₹3,42,954

Try for Free

2xL4

50 vCPUs

220 GB

250 GB SSD

₹100/hr

NA

₹63,510

₹1,84,814

₹3,58,196

₹6,85,908

Try for Free

4xL4

100 vCPUs

440 GB

250 GB SSD

₹200/hr

 $\mathsf{N}\mathsf{A}$ 

₹1,27,020

₹3,69,628

₹7,16,393

₹13,71,816

Try for Free

8xL4

200 vCPUs

880 GB

250 GB SSD

₹400/hr

NA

₹2,54,040

₹7,39,256

₹14,32,786

₹27,43,632

Try for Free

Read MoreRequest a Free Trial

## **V100**

Startups, SMEs, and enterprises across various sectors use E2E Cloud for their application workloads. Now use Tesla GPUs on E2E Cloud, to power

your cutting-edge, High performance applications and to run your research & development workloads.

Linux V100

Windows V100

Linux V100

Plan

vCPUs

**Dedicated RAM** 

**Disk Space** 

**Hourly Billing** 

**Weekly Billing** 

Monthly Billing

3 months Billing

6 months Billing

Yearly

Billing

V100

8 vCPUs

120 GB

900 GB

₹100/hr

NA

₹50,000

₹1,47,000

₹2,91,000

₹5,64,000

Try for Free

V100

16 vCPUs

180 GB

1800 GB

₹120/hr

NA

₹60,000

₹1,76,400

₹3,49,200

₹6,76,800

Try for Free

2xV100

16 vCPUs

240 GB

1800 GB

₹160/hr

NA

₹75,000

₹2,20,500

₹4,36,500

₹8,46,000

Try for Free

2xV100

32 vCPUs

360 GB

3600 GB

₹200/hr

NA

₹75,000

₹2,64,600

₹5,23,800

₹10,15,200

Try for Free

2xV100

32 vCPUs

480 GB

3600 GB

₹400/hr

NA

1,80,000

₹5,29,200

₹1,047,600

₹20,30,400

Try for Free

Read MoreRequest a Free Trial

## **RTX 8000**

Designers and artists across industries can now expand the boundary of what's possible, working with the largest and most complex ray tracing, deep learning, and visual computing workloads.

Linux RTX

Windows RTX

Linux RTX 8000

Plan

vCPUs

**Dedicated RAM** 

**Disk Space** 

**Hourly Billing** 

**Weekly Billing** 

Monthly Billing

3 months Billing

6 months Billing

Yearly

Billing

RTX 8000

16 vCPUs

115 GB

900 GB SSD

₹72/hr

₹12,000

₹40,000

₹1,17,600

₹2,32,800

₹4,51,200

Try for Free

2xRTX 8000

32 vCPUs

230 GB

1800 GB SSD

₹144/hr

₹24,000

₹80,000

₹2,35,200

₹4,65,600

₹9,02,400

Try for Free

4xRTX 8000

64 vCPUs

460 GB

3600 GB SSD

₹288/hr

₹48,000

₹1,60,000

₹4,70,400

₹9,31,200

₹18,04,800

Try for Free

Read MoreRequest a Free Trial

## **T4**

Power your cutting-edge, high performance applications and run your research & development workloads on E2E Cloud.

Linux T4

Windows T4

Linux T4

Plan

vCPUs

**Dedicated RAM** 

**Disk Space** 

**Hourly Billing** 

**Weekly Billing** 

Monthly Billing

3 months Billing

6 months Billing

Yearly

Billing

T4

12 vCPUs

50 GB

900 GB SSD

₹30/hr

N/A

₹17,500

₹51,450

₹1,01,850

₹1,97,400

Try for Free

2xT4

24 vCPUs

100 GB

1800 GB SSD

₹60/hr

N/A

₹36,000

₹1,05,840

₹2,09,520

₹4,06,0807

#### Try for Free

#### Read MoreRequest a Free Trial

## **CPU Intensive Cloud**

With preconfigured security settings, networking and open source server software, you get exceptional price-performance ratio, higher performance, and low latency with C3 series!

High-Performance Computing SSD Series C3 Plans

Plan

vCPUs

**CPU Frequency** 

**Dedicated RAM** 

Disk Space

Price

(Billed Hourly)

Price

(Billed Monthly)

C3.8GB

4 vCPUs

≥ 2.8 GHz

8 GB

100 GB SSD NVMe

₹3.1/hr

₹2,263

Try for Free

C3.16GB

8 vCPUs

≥ 2.8 GHz

16 GB

150 GB SSD NVMe

₹6.1/hr

₹4,453

Try for Free

C3.32GB

16 vCPUs

≥ 2.8 GHz

32 GB

200 GB SSD NVMe

₹12.3/hr

₹8,979

Try for Free

C3.64GB

20 vCPUs

≥ 2.8 GHz

64 GB

400 GB SSD NVMe

₹24.5/hr

₹17,885

Try for Free

C3.96GB

≥ 2.8 GHz

96 GB

600 GB SSD NVMe

₹36.8/hr

₹26,864

Try for Free

C3.128GB

32 vCPUs

≥ 2.8 GHz

128 GB

800 GB SSD NVMe

₹49.1/hr

₹35,807

Try for Free

C3.192GB

≥ 2.8 GHz

192 GB

1000 GB SSD NVMe

₹73.5/hr

₹53,655

Try for Free

C3.250GB

48 vCPUs

≥ 2.8 GHz

256 GB

1500 GB SSD NVMe

₹98.0/hr

₹71,540

Try for Free

Read MoreRequest a Free Trial

### **Linux Smart Dedicated Cloud**

Get the best of both worlds - dedicated CPU cores with all the benefits of a public cloud platform.

Linux Smart Dedicated Compute - SDC3 Series

Plan

Dedicated vCPUs

**CPU Frequency** 

**Dedicated RAM** 

Disk Space

Price

(Billed Hourly)

Price

(Billed Monthly)

SDC3-4.30GB

4 vCPUs

≥ 2.8 GHz

₹6.3/hr

₹4,599

Try for Free

SDC3-8.60GB

8 vCPUs

≥ 2.8 GHz

60 GB

250 GB NVMe SSD

₹12/hr

₹8,760

Try for Free

SDC3-12.90GB

12 vCPUs

≥ 2.8 GHz

₹18/hr

₹13,140

Try for Free

SDC3-16-120GB

16 vCPUs

≥ 2.8 GHz

120 GB

250 GB NVMe SSD

₹24/hr

₹17,520

Try for Free

SDC3-24.180GB

24 vCPUs

≥ 2.8 GHz

₹36/hr

₹26,280

Try for Free

SDC3-32.240GB

32 vCPUs

≥ 2.8 GHz

240 GB

250 GB NVMe SSD

₹48/hr

₹35,040

Try for Free

SDC3-48.360GB

48 vCPUs

≥ 2.8 GHz

₹72/hr

₹52,560

Try for Free

SDC3-64.480GB

64 vCPUs

≥ 2.8 GHz

480 GB

250 GB NVMe SSD

₹96/hr

₹70,080

Try for Free

SDC3-96.720GB

96 vCPUs

≥ 2.8 GHz

₹144/hr

₹1,05,120

Try for Free

SDC3-120.900GB

120 vCPUs

≥ 2.8 GHz

900 GB

250 GB NVMe SSD

₹180/hr

₹1,31,400

Try for Free

Read MoreRequest a Free Trial

Linux Smart Dedicated Compute Plans

Plan

Dedicated vCPUs

**CPU Frequency** 

**Dedicated RAM** 

Disk Space

Price

(Billed Hourly)

Price

(Billed Monthly)

SDC-8.45 GB

8 vCPUs

≥ 2.8 GHz

45 GB

400 GB NVMe SSD

₹8.5/hr

₹6,205

Try for Free

SDC-12.60 GB

≥ 2.8 GHz

60 GB

600 GB NVMe SSD

₹13/hr

₹9,490

Try for Free

SDC-16.90 GB

16 vCPUs

≥ 2.8 GHz

90 GB

800 GB NVMe SSD

₹16/hr

₹11,680

Try for Free

SDC-24.120 GB

≥ 2.8 GHz

120 GB

1200 GB NVMe SSD

₹26/hr

₹18,980

Try for Free

SDC-32.180 GB

32 vCPUs

≥ 2.8 GHz

180 GB

1600 GB NVMe SSD

₹38/hr

₹27,740

Try for Free

SDC-48.240 GB

≥ 2.8 GHz

240 GB

2400 GB NVMe SSD

₹54/hr

₹39,420

Try for Free

Read MoreRequest a Free Trial

# **E2E Object Storage**

Also known as EOS, E2E object storage is an SSD-based S3-compatible object storage service designed for demanding workloads like machine learning and deep learning.

Slab

peak Usage per Calendar Month

Rate (excluding GST)

Comments

Slab<sub>0</sub>

0 GB - 250 GB

₹625 Flat

Flat billing

Try for Free

Slab 1

Beyond 250 GB

₹2.5/GB

Applied on peak usage per calendar Month

Try for Free

CDN.OVERAGE

\_

₹3/GB

Billable overage bandwidth usage of CDN

Try for Free

Read MoreGet Started

**E2E Volumes** 

E2E Volumes provides block-level storage volumes to use with our compute nodes. These volumes can be attached to your computing nodes which makes its data and file system available for your nodes.

If your node is running on Linux, you can mount this volume file system just like you can mount this volume file system just like mounting any other file system.

**Block Storage Size** 

**IOPS** 

Price

(Billed Hourly)

Price

(Billed Monthly)

250 GB

3,750

₹1.71/hr

₹1,250

Try for Free

500 GB

7,500

₹3.42/hr

₹2,500

Try for Free

1 TB

15k

₹6.85/hr

₹5,000

Try for Free

2 TB

30k

₹13.70/hr

₹10,000

Try for Free

4 TB

60k

₹27.4/hr

₹20,000

Try for Free

8 TB

120k

₹54.8/hr

₹40,000

Try for Free

Read MoreGet Started

# **E2E CDP Backup**

CDP backup service backups your VM or cloud instance data continually, incrementally, automatically on E2E Cloud — letting you fallback to backup recovery points as your situation demands.

Slab

Range

Rate (excluding GST)

Comments

Slab<sub>0</sub>

0 GB

₹270 Minimum billing

Minimum billing is on individual instance

Try for Free

Slab 1

0 GB to 1000 GB

₹8.9/GB

Applied on total monthly peak usage of the entire account

Try for Free

Slab 2

More than 1000 GB

₹1.8/GB

Applied on total monthly peak usage of the entire account minus 1000 GB

Try for Free

#### Read MoreGet Started

## Saved Image

You can use saved images for creating new nodes of different palns and configurations. Saved image are also a prerequisite for creating scale groups for configurations of auto-scaling of your applications. Storage space used by saved images are charged @ ₹4.00 per GB per Month.

Read MoreGet Started

# **Persistent Volumes (PV)**

Storage Volume (in GB)

Per Hour Cost

Per Month Cost

10 GB

₹0.07/hr

₹50

Try for Free

25 GB

₹0.17/hr

₹125

Try for Free

50 GB

₹0.34/hr

₹250

Try for Free

100 GB

₹0.68/hr

₹500

Try for Free

250 GB

₹1.17/hr

₹1,250

Try for Free

500 GB

₹3.42/hr

₹2,500

Try for Free

1000 GB

₹6.85/hr

₹5,000

Try for Free

2000 GB

₹13.7/hr

₹10,000

Try for Free

4000 GB

₹27.4/hr

₹20,000

Try for Free

Get Started

# **Snapshots**

Snapshots pricing: ₹0.0097 per GB per hour

### **Load Balancer**

Leave the hassle of maintaining your load balancers and focus more on your applications & customers with fully-managed Load Balancer Appliances on E2E Networks.

You can quickly launch, terminate, and configure the Load Balancer Appliance with the intuitive GUI available on the MyAccount portal. The load balancers are maintained and managed by E2E Networks so that you never need to touch/configure the underlying compute infrastructure.

Plan

vCPUs

**Dedicated RAM** 

Disk Space

Price

(Billed Hourly)

Price

(Billed Monthly)

E2E-LB-2

6 GB

10 GB SSD

₹2/hr

₹1,460

Try for Free

E2E-LB-3

8 vCPUs

12 GB

10 GB SSD

4/hr

₹2,920

Try for Free

E2E-LB-4

12 vCPUs

10 GB SSD

₹8/hr

₹5,840

Try for Free

E2E-LB-5

24 vCPUs

48 GB

10 GB SSD

₹16/hr

₹11,680

Try for Free

Read MoreGet Started

# **Cloud Firewall**

Understanding the benefits of firewall security is the first step in helping your business grow safely in the ever-changing digital age.

Even if your business only relies on technology and networks for a small piece

of your operations, it is still equally important that you take proactive steps to keep things protected. Firewalls serve as a first line of defense against external threats, malware, and hackers trying to gain access to your data and systems.

#### SKU

### Phy Cores 2.9GHz or above (Non Hyperthreaded Core)

**RAM** 

SSD in GB

Price

(Billed Monthly)

Price

(Billed annual)

FTN.100V

1

9

20

₹9,490

₹91,104

Try for Free

FTN.200V

2

18

40

₹18,980

₹1,82,208

Try for Free

FTN-A.100V

1

9

20

NA

₹1,62,000

Try for Free

FTN-A.200V

2

18

40

NA

₹3,00,000

Try for Free

### Virtual Private Cloud

Understanding the benefits of firewall security is the first step in helping your business grow safely in the ever-changing digital age.

Even if your business only relies on technology and networks for a small piece of your operations, it is still equally important that you take proactive steps to keep things protected. Firewalls serve as a first line of defense against external threats, malware, and hackers trying to gain access to your data and systems.

SKU

Price

(Billed Hourly)

Price

(Billed Monthly)

**VPC** 

4.8

₹3,500

Try for Free

**Get Started** 

# **E2E Container Registry**

SKU

SLAB (Usages in GB)

Pricing (Per GB Per Month)

CR\_SLAB\_0

0-1

Zero

Try for Free

CR\_SLAB\_1

Above 1

12.00

Try for Free

Get Started

# **Security Compliance**

SKU

**Pricing (Per Node Per Month)** 

**Compliance Licenses** 

200

Try for Free

Get Started

### **CDN Service**

E2E CDN is a global content delivery network that distributes your content & web pages to end-users with minimal latency, creating enhanced experiences for your customers.

Plan

peak Usage per Calendar Month

### Rate (excluding GST)

Comments

CDN.COMMITTED.250GB

0 GB - 250 GB

₹750

Usage over 250 GB will be charged @ ₹ 3 per GB per calendar month

Try for Free

CDN.COMMITTED.10TB

0 GB - 10,000 GB

₹27,000

Usage over 10,000 GB will be charged @ ₹ 3 per GB per calendar month

Try for Free

CDN.COMMITTED.25TB

0 GB - 25,000 GB

₹62,500

Usage over 25,000 GB will be charged @ ₹ 3 per GB per calendar month

### Try for Free

#### CDN.COMMITTED.50TB

0 GB - 50,000 GB

₹112,500

Usage over 50,000 GB will be charged @ ₹ 3 per GB per calendar month

Try for Free

CDN.COMMITTED.100TB

0 GB - 100,000 GB

₹200,000

Usage over 100,000 GB will be charged @ ₹ 3 per GB per calendar month

Try for Free

CDN.COMMITTED.250TB

0 GB - 250,000 GB

₹437,500

Usage over 250,000 GB will be charged @ ₹ 3 per GB per calendar month

Try for Free

#### CDN.COMMITTED.500TB

0 GB - 500,000 GB

₹800,000

Usage over 500,000 GB will be charged @ ₹ 3 per GB per calendar month

Try for Free

CDN.COMMITTED.1000TB

0 GB - 1000,000 GB

₹15,75,500

Usage over 1000,000 GB will be charged @ ₹ 3 per GB per calendar month

Try for Free

Read MoreGet Started

### **DBaaS**

Setup, operate, and manage your database in the cloud with just a few clicks.

Experience the Database service designed for mission-critical applications.

Plan

vCPUs

**Dedicated RAM** 

Disk Space

Price

DBS.32 GB

6 vCPUs

32 GB

300 GB SSD

₹15/hr

Try for Free

DBS.64 GB

8 vCPUs

64 GB

600 GB SSD

₹32/hr

Try for Free

DBS.96 GB

12 vCPUs

```
96 GB
```

900 GB SSD

₹48/hr

Try for Free

**DBS.128 GB** 

16 vCPUs

128 GB

1200 GB SSD

₹64/hr

Try for Free

**DBS.240 GB** 

24 vCPUs

240 GB

1500 GB SSD

₹96/hr

Try for Free

**DBS.360 GB** 

32 vCPUs

360 GB

2000 GB SSD

₹128/hr

Try for Free

Read MoreGet Started

### **E2E Kubernetes Service**

With the E2E Cloud platform, You can quickly launch the Kubernetes master, worker nodes and get started working with your Kubernetes cluster in a minute.

Plan

vCPUs

CPU

Frequency

Dedicated

 $\mathsf{RAM}$ 

Disk Space

Price

(Billed Monthly)

Price

(Billed Monthly)

C3.8GB Master Node

4 vCPUs

≥ 2.8 GHz

8 GB

100 GB SSD

NVMe

₹3.1/hr

₹2,263

Try for Free

Get Started

**E2E Auto Scaling** 

With the all-new E2E Auto Scaling feature, now on E2E Cloud, dynamically

scale up & scale back your applications & workloads as your situation

demands.

Read MoreGet Started

Reserved IP

Reserve new IP addresses & assign them to your nodes or keep them idle as

you need — also, reserve IP addresses of your existing nodes — and pay

only a fixed monthly price @ ₹199 per Calendar Month Pricing.

Read MoreGet Started

E2E API

E2E API lets you programmatically manage nodes and resources (which you

traditionally manage via the MyAccount portal) on E2E Cloud using

conventional HTTP requests.

Read MoreGet Started

**EQS Series** 

Plan

vCPUs

**Dedicated RAM** 

Disk Space

Price

(Billed Hourly)

Price

(Billed Monthly)

EQS.32GB

4 vCPUs

32 GB

50 GB SSD

₹5.6/hr

₹4, 095

Try for Free

EQS.48GB

8 vCPUs

48 GB

50 GB SSD

₹11.2/hr

₹8,191

Try for Free

EQS.96GB

12 vCPUs

96 GB

50 GB SSD

₹22.4/hr

₹16, 381

Try for Free

EQS.128GB

16 vCPUs

128 GB

50 GB SSD

₹33.7/hr

₹24, 572

#### Try for Free

#### Read MoreRequest a Free Trial

#### **DNS**

DNS is a mission-critical component for any online business. Yet this component is often overlooked and forgotten, until something breaks.

E2E DNS Manager is a comprehensive interface within the E2E Cloud Manager that gives you complete oversight of DNS records.

Read MoreGet Started

### **SSL Certificate**

**SSLType** 

Yearly Pricing

Positive SSL Wildcard

7200

Positive SSL

3000

**Get Started** 

## **Licenses Pricing**

MS SQL License

#### Name

License Edition

License Model/Rule

Per Calendar Month Pricing

**MSSQL** 

Web

Per 2 Core

1138.5

**MSSQL** 

Standard

Per 2 Core

17853.75

**MSSQL** 

Enterprise

Per 2 Core

#### **Get Started**

**RDP License** 

Name

License Model/Rule

Per Calendar Month Pricing

Remote Desktop License

Per User

717.6

**Get Started** 

BitNinja License

Name

License Model/Rule

Per Calendar Month Pricing

BitNinja

1 License Per Server

#### Get Started

#### 16. FAQs

## **Backups**

Is my server at E2E Networks automatically backed up?

No. Unless you purchase a backup plan from us, we don't backup anything.

#### Can I maintain my backups on the machine itself?

That is a super bad idea. If your machine gets corrupted or destroyed due to any reason then these backups are lost as well. This is worse than having no backups at all as it gives you a false sense of security and when there is a catastrophe from which data is recoverable it takes far more time to recover data than from a machine which is not used as a version control system.

But you have RAID-10 Or RAID-1 an all your servers which means a mirrored copy of data is always present? Why do i still need a backup plan?

While mirrored RAID setups are present on all the servers and it can protect against failure of 1 disk at a time but it won't protect against the following scenarios:-

1. Corruption of data due to a security compromise on the machine

- 2. Accidental deletion or corruption of data by someone in your team with access to your primary data stores and database ( say via phpmyadmin )
- 3. A catastrophic hardware failure due to which two or more disks get damaged at the same time, this can make even a RAID-10 un-recoverable.

Incase of a data loss event or hardware failure while we'll try our best to retrieve your data from failed hardware.

Unless you have signed up for a backup plan from us, our responsibility is limited to provide you with equivalent server configuration as soon as possible and if you are maintaining your own backups then help restore them to your server.

#### It is necessary to buy backup only from E2E Cloud?

You can buy a backup plan at E2E Networks from the plans listed on our website. Alternatively, you can also choose from 3rd party dedicated backup services like Tarsnap, Barracuda, Rackspace, Zmanda Cloud Backup where you can set up offsite backup for your data.

### How does the backup at E2E Networks work?

At E2E, we offer you a CDP (Continuous Data Protection) backup plans which backup your entire server minus excluded directories as per a backup schedule.

Using CDP, we take a snapshot of the entire filesystem onto the backup server in highly compressed CDP disksafe format. When the CDP agent is run for the first time, it does a complete sync of the system.

Each new backup is incremental for the changes made to your server between current backup and last backup thus speeding up the process and decreasing the load which occurs due to the backup process running on the server.

# Are there any particular Do's And Dont's while running CDP backups?

The CDP agent runs on each server you need backed up, if a scheduled backup doesn't run for any reason the backups fail and the support team at E2E is intimated about the same.

The database backup agent which is a part of CDP agent requires full Administrative access to the database servers (e.g. MS SQL, MySQL).

If you change the database administrative access without sharing it with E2E Networks via support ticket mentioning that this needs to be fixed on the backup process the database won't be backed up via CDP Backup plans.

R1soft agent (cdp-agent) running on the server should not be turned off for any reason.

Incase we find that the CDP backup agent has been turned off by a customer repeatedly, then we de-provision the backup plan.

#### How can I configure the frequency of backups?

You can ask us to configure the frequency of backup or request access of the backup control panel where you can manage your backups.

### How to restore the backup?

You can mail at cloud-platform@e2enetworks.com to ask the support team to restore any file/folder of a particular timestamped backup when you need it.

Click here for more information.

# So Is 'X' Backup Plan Really A Good End In Itself? Do You Know Your Mean Time To Repair (MTTR) Which Is Acceptable As Per Your RTB Objectives?

Even with backup plans mentioned above being available, the MTTR may be un-acceptable for your RTB (Run The Business) objectives you have in your mind.

For instance an innodb dependent MySQL database only 20GB in size might have a MTTR of 4 hours with the best of breed backup systems in place including CDP.

Certain NoSQL type datastores can't be backed up without taking data dump on the disk periodically and then relying on those data dumps or else risk getting in-consistent and corrupt datastore.

The only useful way of having a low MTTR with MySQL is to have a passive instance running with multiple instances of time-delayed replication from the Master DB which can help recover incase of data corruption or accidental deletion.

# Billing and Accounts Will My IP Address Change If I Upgrade To A Higher Plan? No.

#### Will my billing stop if I switch off the server?

No. The billing will continue even if you switch off the server as we cannot provide the same server to any other customer. Only when the server is terminated/ deleted, the billing stops.

Are there any discounts available for annual payments?

Yes, we do offer discounts on annual payments for certain plans. Kindly check the MyAccount portal for further details.

#### **How Does The Billing Take Place At E2E Networks?**

Kindly check the following link for more information: Billing & Payments

# What Are The Options For Payments Available At E2E Networks?

Kindly check the following link for more information:

https://docs.e2enetworks.com/guides/payment.html

#### **How Do I Deprovision My Public Cloud Server?**

Kindly check the following link for more information: Managed Nodes

### **How Does The Billing Of Microsoft Licences Work?**

All the licences provided from Microsoft (e.g. Windows licence, MS-SQL licence etc) are billed on a calendar month basis. This mean that even if any licence is used for one day in any given month, it will be charged for the whole month.

# Will I Get Any Refund If I Deprovision My Private cloud (dedicated) Server In The Middle Of My Billing Period?

We bill all the servers on a per day basis after the first month of usage.

We bill you on a prepaid monthly basis but if you de-provision in between the billing period, we will refund you on a pro rated basis.

However, no part of the first month's service fee will be refunded, in case a request to de-provision is received within the first 30 days of using the service.

#### Sales

What Is The Uptime Provided By E2E Networks? 99.95%.

#### Is It Possible To Customize Cloud Servers?

No. We request our customers to choose from the available options in the public cloud.

#### **How Much Traffic Will My Website Be Able To Handle?**

It depends on the various parameters including the CPU, RAM, applications, and so on. You can test the servers by sending an email to sales@e2enetworks.com for a free trial

#### Is The Internet Bandwidth Metered?

No. In highly exceptional cases, if your setup demands high and dedicated bandwidth, it is provided for an additional cost.

### Do I Get Root Access To My Server?

Yes.

#### Can I Host Multiple Websites With One Cloud server Plan?

You can host multiple sites depending upon resources like allocated disk space and memory in the Cloud server plan.

#### **How Much Time Does It Take To Provision My Server?**

Once the payment is done from Myaccount portal, customer can launch the server. Usually it takes 5-10 minutes to get the server credentials via email.

#### Where Is The Datacenter Located?

Our Cloud is hosted out of Netmagic's Noida and Mumbai datacenters.

#### What Are The Building Specifications Of The Datacenter?

The datacenter building has following characteristics:

Firm concrete buildingRaised Floor Load Bearing Capacity: 1,000 kgs/sq.mt. minimum.

#### How can I upgrade or downgrade my cloud server plan?

You can only upgrade your Cloud server plans within the particular series your plan lies in. There is no custom upgrade or downgrade for hard disk space, vCPUs, or RAM. The change in the Cloud server plan can be done upon a reboot, with a maximum downtime of 20 minutes to ensure everything is working fine. You can request a change in plan by raising a support ticket. You can send an email to cloud-platform@e2enetworks with the following information: IP of the server, current plan, plan to be upgraded to, downtime of 20 mins (between 10 am to 10 pm).

# What Are External Security Measures Taken At The Datacenter?

Following are the security measures taken at the data center for the safety of data and servers:

Camera: CCTV surveillance camerasSecurity Guards: 24x7 on-site security presence

Building Access: Photo ID required

Room Access: Access card and biometric authentication

### Do The Servers Have By Default Mirrored RAID Setup?

Yes, mirrored RAID-10 or RAID-1 setups are present on all servers to protect against failure of 1 disk at a time.

Do you offer managed services for server instances for free?

No. All our cloud instances are self-managed by default. We provide basic platform support with 'no hands to keyboard' approach.

#### **How Can I Check The Latency To Your Servers?**

You can ping our website <a href="https://www.e2enetworks.com/">https://www.e2enetworks.com/</a> to check the latency. You can also download testfiles from <a href="https://lg.e2enetworks.net/">https://lg.e2enetworks.net/</a> to check the download speed you get at your location.

#### Does E2E Networks provide Self Managed servers?

Yes, E2E Networks only offers Self Managed servers. Self Managed servers are servers in which E2E Networks does not provide any maintenance, management and support.

These servers are managed entirely by the customers. The only thing that E2E Networks is responsible for is server and network uptime.

Security inside the virtual machine, monitoring of resources in the virtual machine and Backup of data is customer's responsibility.

Customers with technological savvy team and experience should consider self-managed servers

Does E2E Networks offer one static Public IP per Cloud server?

Yes, every Cloud server has one static public IP and one private IP by default.

The price of this static public IP is included in the server price.

#### What are Reserved IP's?

Customers can reserve the static public IP of the server before deleting it.

This reserved IP can be attached to any other running public cloud server as an addon-IP. There are separate charges for reserved IP's.

# Can I detach my public IP address from the running Cloud server?

Yes, customers can detach public IP address from the running cloud server.

But, in that case, server cannot be accessed via public network.

In future, customer can attach addon reserved IP to the server to get the internet connectivity but customer has to pay separate charges for the addon reserved IP along with the server price.

### Is Torrenting allowed on E2E Cloud servers?

No, we don't allow torrenting on E2E Cloud servers.