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1. General Terms

1.1 Applicability

This document, Annex(es), and all attachments form the IZO™ Multi Cloud Network [IZO™-MCN] Service Schedule ("Service Schedule"). To order the IZO™ Multi Cloud Network ("IZO™ MCN License"), Customer and Supplier (each a "Party", collectively "Parties") must execute a Customer Order Form ("Order Form - eCOF") that expressly incorporates: i) the Service Schedule, and ii) the Master Service Agreement or General Terms (as applicable) adopted by the Customer and Supplier or their respective Affiliates ("General Terms").

This Service Schedule defines standard processes, policies and level of Service and Supplier support on IZO™ MCN. This Service Schedule is applicable only to sites identified in Order Form(s) for the Services. The General Terms, Service Schedule, and Order Form(s), as well as any other documents expressly referenced therein, shall constitute the "Agreement". The Agreement governs the delivery and receipt of the constituent Services that together make up the IZO™ MCN License.

1.2 Definitions

Capitalized terms used in this Service Schedule but not defined herein shall have the meanings given to them in the General Terms. In this Service Schedule, references to "Supplier" means the Tata Communications entity supplying the Service in a given country, and references to "Customer" means the Customer entity that executed the relevant Order Form to receive the Services

"Documentation" means the technical specifications, user manuals, implementation manuals, and other materials describing the functionality, operation, and use of the IZO™ MCN License provided by Provider.

"Monthly Subscription" means a period of 30 days.

"Yearly Subscription" means a period of 365 days.

"Subscription Term" means the period during which Customer is authorized to use the IZO™ MCN License, as specified in the applicable ordering document, purchase order, or statement of work ("Order Form").

"Supplier Network" means the telecommunications network which is owned and/or leased, operated and maintained by Supplier or its Affiliates.

"Support Services" means the technical support and maintenance services offered by Provider in connection with the IZO™ MCN License, if purchased by Customer.





1.3 License Description

1.3.1 Constituents of License

IZO™ MCN License provides flexible, software-only cloud platform that allows Customers to establish seamless connectivity across multiple clouds through a high-performance overlay network. This network can be defined, monitored, and managed through a unified interface.

1.3.2 Bundling with Other Services

The IZO™ MCN License may be bundled with other services provided by Supplier, such as managed hosting services, network services, content delivery network, and unified collaboration as a service, subject to the execution of additional terms governing such services. The IZO™ MCN License is subscription-based license that can be sold independently, regardless of whether the underlay connectivity is provided by Supplier.

1.3.3 Trunking Options

The Customer is required to have a connection to the Supplier Network to avail the IZO™ MCN License, as the license is not available without this connectivity.

1.3.4 Ordering

The Order Form(s) specify the services selected by the Customer, the specific entities ordering the service, as well as the pricing and billing information applicable to the service. Each Order Form executed by the Customer and accepted by the Supplier constitutes a separate Agreements between the Supplier and Customer entities executing the respective Order Forms unless otherwise set forth therein.

1.3.5 Order Form Supplementation

The initial Order Form shall be executed between the Supplier and the Customer. Unless otherwise agreed in writing, any subsequent supplementation of such mutually executed Order Forms shall be accepted by Customer within such timeframe as Supplier may identify, of an Order Form Supplementation (as defined herein) provided by Supplier. Any change that the Customer makes to an Order Form Supplementation shall be deemed a counteroffer that will not be effective unless acknowledged by Supplier in writing. Order Form Supplementation shall include changes to subscription quantities, rates, or technical requirements (such as addition or removal of addons). Termination of an individual subscription by Customer, to the extent permitted under the Agreement, may be effected by written notice.





2. Payment Terms

2.1 General

The charges shall be as agreed by the Parties in the Order Form and depend upon the license configuration selected by Customer. The charges may include non-recurring charges ("NRC") and monthly recurring charges ("MRC"). IZO™ MCN License operates on a subscription-based pricing model, where customers are charged based on the quantity of selected subscription plan and any selected add-ons. Depending on the subscription plan customer will be billed either on MRC or NRC basis.

2.2 Country-Specific Fees

Supplier shall notify Customer of any such Other Charges in the Order Form and/or in accordance with the Agreement. In addition, Supplier may invoice Customer, and Customer shall reimburse Supplier, for any regulatory fees, assessments, or contributions charged to Supplier by any Governmental Authority in connection with the Service(s) provided hereunder.

2.3 Acceptance of Services

The Services shall be accepted or deemed accepted in accordance with the following procedure:

- Customer logs in to the TCx Portal using the assigned credentials and clicks on the IZO™ MCN tile to get started with the order provisioning.
- The service starts billing once the customer clicks on the Accept Order button.
- In case of PO Mandatory customers services will begin once the PO validation is completed by Sales Support team

2.4 Billing Obligations

Post-Trial Activation:

- If a customer does not activate a plan after the trial period, no invoice will be generated.
- Post sixty (60) days from the trial period, the network created under the legal entity's name will be terminated. The trial plan cannot be offered to the same legal entity again.

Monthly Billing Cycle:

• Invoices will be generated and sent to the Customer within five (5) days after the end of the month.





• Payments are due in accordance with the terms of the MSA (Master Service Agreement), if signed; otherwise, payments must be made within fifteen (15) days of invoice generation.

Non-Payment or Delayed Payment:

- If payments are delayed for two consecutive months, the subscription will be paused.
- Access to the portal will be restricted until payments are cleared.
- Supplier will not be responsible for data loss or connectivity issues if the subscription is paused or terminated for more than six (6) months.

3. IZO™ MCN

IZO™ Multi Cloud Network is a network overlay license that enables seamless integration and centralized management of multiple cloud environments on a subscription model. It enables the provisioning of intent-based overlay networks with the ability to establish L3-connectivity between different cloud and L4-L7 connectivity between Managed Kubernetes clusters.

- Comprehensive Network Management: Effortlessly manage L3 and L4-L7 layers through a single, centralized interface, simplifying complexity and enhancing control. This cohesive network layer also seamlessly connects Kubernetes clusters across diverse cloud regions.
- Full-Stack Network Provider: Flexible underlay options to meet diverse connectivity needs, including Internet, CSP Private Connectivity, and Multi-Cloud Connectivity. Tailored solutions are available for every network requirement.
- Enhanced Cost Transparency: Provides a detailed cost analysis that goes beyond basic subscription pricing. Our platform offers precise insights into both subscription costs and the underlying cloud infrastructure expenses from each Cloud Service Provider (CSP)
- **Broad Cloud Provider Compatibility**: Connects seamlessly with leading providers ensuring coverage and flexibility across multi-cloud environments.

3.1 Subscription Plans

IZO™ MCN allows you to connect Virtual Private Cloud [VPCs] / Virtual Network [VNETs] across leading Cloud Providers including AWS, Azure, GCP. The customer is entitled to five (5) VPCs/VNETs under management by subscribing to one unit of the IZO™ MCN fundamental plan. Customer is allowed to have maximum 20** fundamental plans at any given point of time

- Fundamentals Pack of 5 VPCs VNETs MRC model
- Annual fundamentals Pack of 5 VPCs VNETs NRC model





3.2 Ordering Journey

Customer can directly login to the TCx portal and complete the ordering journey to start using IZO™ MCN services. Customers without a valid TCx login should contact their respective account manager or customer success manager for assistance.

3.2.1 New Order

Customers can directly log in to the TCx portal to complete the ordering process and activate the IZO™ MCN subscription plan.

3.2.2 Change Order

The self-service journey is available for submitting change order requests, including the addition or removal of subscription plans or add-ons.

3.2.3 PO Mandatory

- If PO submission is mandatory, Customers may alternatively provide a PO reference number. This reference will also be validated by sales support, and the ordering process will remain on hold until the validation is complete.
- If a customer wishes to opt out of the mandatory PO submission process, TCx offers the option to
 exclude this requirement, subject to the customer's written undertaking and consent to pay the
 invoices for the applicable license. This exclusion applies at the legal entity (LE) level, not at the
 product level.

4. End User License Agreement

This End User License Agreement ("Agreement") is a legal agreement between you ("the User or Customer") and Tata Communications Limited ("Tata Communications") for the use of the IZO™ Multi-Cloud Network license. By accessing or using the IZO™ MCN License, you agree to be bound by the terms and conditions of this Agreement. If you do not agree, do not access or must use the IZO™ MCN License

4.1 License Grant

Subject to the terms of this Agreement, Supplier grants you a limited, non-exclusive, non-transferable, non-sublicensable, license solely for the Customer's internal business purposes, in accordance with this Agreement.





4.2 Subscription Model

The IZO™ MCN License is provided on a subscription basis, and the Customer's access to the license is contingent upon timely payment of all subscription fees.

4.3 Ownership and Intellectual Property

- Ownership: The IZO™ MCN License, including all Intellectual Property Rights therein, is and shall remain the exclusive property of Supplier.
- No Transfer of Rights: Except for the limited license expressly granted to the Customer under this Agreement, no other rights, title, or interest in the IZO™ MCN License are transferred or assigned to the Customer.

4.4 Customer Obligations

- Compliance: The Customer shall use the IZO™ MCN License in compliance with all applicable laws and regulations.
- No Unauthorized Access: The Customer shall not permit any unauthorized third party to access or
 use the IZO™ MCN License.
- Infrastructure Requirements: The Customer is responsible for ensuring that its infrastructure meets the necessary requirements to operate the IZO™ MCN License. Supplier shall not be liable for performance issues arising from the Customer's infrastructure.

4.5 Disclaimer of Warranty

- No Warranties: The IZO™ MCN License is provided "as is" without any warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Supplier does not guarantee that the IZO™ MCN License will be error-free or uninterrupted.
- Infrastructure Dependency: The performance and availability of the IZO™ MCN License are contingent upon the infrastructure supporting it. Supplier disclaims all liability for any disruption, delay, or loss arising from issues with infrastructure.

4.6 Updates and Support

• **Updates:** Supplier may provide updates, enhancements, or modifications to the IZO™ MCN License from time to time. Any updates will be governed by the terms of this Agreement unless otherwise specified.





• **Support:** Supplier may provide technical support for the IZO™ MCN License as determined by its support policies. Support is not guaranteed and is subject to availability.

5. Limitation of Liability

In no event Supplier's aggregate liability for any damages arising out of or related to this Agreement shall exceed twelve (12) months of charges collected by Supplier from the Customer pursuant to the applicable Order Form giving rise to the liability. Under no circumstances shall either Party be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, loss of profits, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this agreement, whether or not caused by the acts or omissions or negligence (including gross negligence or wilful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages.

6. Confidentiality

- (a) The following shall be deemed "Confidential Information" for purposes of this Section: (i) the provisions of this Agreement; and (ii) all information provided to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") under, or in the course of performing under, this Agreement where such information is marked or reasonably identified or identifiable as confidential or proprietary, including without limitation technical, operational, marketing, billing, pricing and commercial information in relation to the supply of Services.
- (b) Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is independently developed by the Receiving Party; or (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Section (provided that the burden of establishing the availability of the foregoing exceptions shall be on the Receiving Party).
- (c) Confidential Information shall remain the property of the Disclosing Party. Each Receiving Party shall maintain the confidentiality of the Confidential Information of the Disclosing Party (and each Party shall maintain the confidentiality of this Agreement) using at least the same degree of care as it employs in maintaining as secret its own trade secret, proprietary and confidential information but in any event always at least a reasonable degree of care. A Receiving Party must not disclose the Disclosing Party's Confidential Information to any person except: (i) to its employees (which for Supplier includes its Affiliates' and its Third Party Service Providers' employees) on a 'need-to-know' basis provided those persons first agree to observe





the confidentiality of the information; (ii) to legal and financial advisers; (iii) with the other party's prior written consent; or (iv) if required by law, any stock exchange, or any Governmental Authority.

6.1 PRIVACY AND DATA COLLECTION

Data Collection: Supplier may collect certain personal or usage data in accordance with its Privacy Policy (link to be added). By using the IZO™ MCN License, you consent to the collection and use of your data as outlined in the Privacy Policy.

7. Restrictions & Conditions

7.1 Out of Scope Services/Components.

The IZO™ MCN License does not include any of the following:

- Infrastructure required to run the software application
- Installation, configuration, monitoring, and maintenance of Customer applications, databases, related software and services explicitly stated as being supported by the Supplier under the Order Form;
- Resolution of end user issues related to customer applications hosted on the virtual machine;
- End user rights and authentication management.
- Domain name server problem resolution with other service providers.
- Customer access to Supplier's monitoring and management system infrastructure.
- SSL digital certificates; or
- Service availability target on individual VM level uptime for unmanaged VMs.

7.2 Network Security

The infrastructure used to provide the Service may include networks provided by third party operators to the Customer. Supplier is not responsible for:

- any security issues related to Cloud Service Provider accounts
- network infrastructure being entirely protected from unauthorized access or interception, and
- any such unauthorized access in the form of malicious software or spyware, impairing the use of the Service or damaging Customer's infrastructure (e.g., terminals, PCs) or otherwise cause losses or damages to the Customer.





7.3 User Restrictions

- Customer cannot assign or transfer this Agreement, in whole or in part to any third party.
- The Customer shall not sell, resell, rent, lease, sublicense, or distribute the IZO™ MCN License to third parties.
- The Customer shall not modify, alter, adapt, decompile, reverse engineer, disassemble the Software, or otherwise attempt to derive the source code of the IZO™ MCN License.
- The Customer shall not create derivative works based on the IZO™ MCN License.
- Use the IZO™ MCN License for any unlawful purpose or in any way that infringes on the intellectual property or other rights of Supplier or third parties.

8. Miscellaneous

8.1 Assignment

Customer cannot assign this Agreement and/or a COF without first obtaining the Supplier's written consent; except, however, that either Party may assign this Agreement and/or a COF to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment. Any such assignment by Customer shall be conditioned on a determination by Supplier that the assignee is at least as creditworthy as Customer. Any purported assignment in contravention of this section shall be invalid and the assigning Party shall remain bound. This Agreement and/or the relevant COF will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

8.2 Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the jurisdiction as set out in the Order Form without reference to its conflict of law provisions and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the jurisdiction set out in the Order Form and any court of appeal therefrom. If the Order Form does not state a governing law or jurisdiction, then the laws of the state and/or country (as applicable) where Supplier contracting entity which signs issues the Order Form is registered or incorporated will apply and the Parties irrevocably submit to the exclusive jurisdiction of the courts of such jurisdiction and any court of appeal therefrom.





8.3 Entire Agreement

This Agreement, including any Order Forms, constitutes the entire agreement between the parties with respect to the IZO™ MCN License and supersedes all prior or contemporaneous agreements, understandings, and communications.

8.4 Amendments

Supplier may amend or modify this Agreement at any time by posting the updated version on its website or providing other notice to the Customer. Continued use of the IZO^{TM} MCN License after such changes constitutes Customer's acceptance of the modified Agreement.

8.5 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

8.6 Force Majeure

Except for Customer's payment obligations accruing under this Agreement up to the date of a bona fide Force Majeure Event, neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. If during the Service Term Supplier is unable to provide Services for a period in excess of sixty (60) consecutive days due to a Force Majeure Event, then either Party may terminate the affected Service(s) upon written notice to the other Party, and both Parties shall be released from any further future liability in relation to such Service(s).

BY INSTALLING, ACCESSING, OR USING THE IZO™ MCN LICENSE, THE CUSTOMER ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.











