

MICROTALK COMMUNICATIONS PRIVATE LIMITED PRE-PAY CALL CENTRE MINUTES SERVICE DESCRIPTION TERMS AND CONDITIONS

1. DEFINED TERMS AND PRIORITY

Unless otherwise defined in this Service Description, all capitalized terms used herein shall have the meanings ascribed to them in the most recent Master Service Agreement, between Microtalk Communication Private Limited ("**Microtalk**"), and ("**Customer**") (the "**Agreement**"). This Service Description including its priority is qualified in its entirety by reference to the specific provisions of the Agreement, and no information contained herein is intended to constitute, and shall not constitute, any representation or warranty except to the extent expressly provided in the Agreement.

The information disclosed herein is subject to the terms of the Confidentiality obligation of the Agreement and should not be used for any purpose other than those contemplated herein.

In this Service Description the following expressions have the following meanings unless inconsistent with the context:-

"Calls" means voice (or other applicable traffic) transported to, from and over the Microtalk Network through Interconnection or via SIP. For the avoidance of doubt this includes inbound Call traffic to the Numbers and traffic originated by Customer users and handed over by Customer to Microtalk or from Microtalk to Customer for onward conveyance via Interconnection or IP.

"Call Termination Charges" means the charges payable by Customer to Microtalk for calls made through Customer's Microtalk Account and carried over the Microtalk Network and terminated to PSTN or SIP by Microtalk.

"Equipment" means computer, networking, and data communications hardware and software used, located, and maintained by Microtalk in respect of the provision of the Services.

"Interconnection" means the interconnection of Microtalk's Network to such other telecommunications or internet network providers as used by Microtalk from time to time (collectively hereafter referred to as "**Carriers**" and each a "**Carrier**") in respect of the conveyance and receipt of Calls by Customer Users via IP, to other numbers subsisting on the global switched telecommunications networks and/or to the Numbers pursuant to the Services.

"Microtalk Network" means Microtalk's telecommunications, SIP, internet, networking, data communications and associated computer equipment and software now and in the future operated and used by Microtalk for the purposes of providing the Services hereunder.

"Numbers" means phone numbers which can receive calls which ultimately end up connecting to the Microtalk Network.

Services" means the provision by Microtalk of those services set out in Schedule 1.

2. IMPLEMENTATION OF THE SERVICES

2.1 Forthwith following the date hereof, Microtalk shall make available, operate and maintain the Services including but not limited to:

(a) the provision of all necessary Equipment and connectivity at the data centres where Microtalk shall choose to locate and operate Equipment. and

(b) subject to clause 2.2, the connection of the Customer systems (or systems operated by third parties on Customer's behalf) to the Microtalk Equipment and Microtalk Network as necessary for the proper implementation, integration, interworking, operation and maintenance of the Services.

2.2 Customer shall provide to Microtalk such information and co-operation in as timely manner as is reasonably required by Microtalk to enable Microtalk to perform the implementation of the Services as required by Carrier(s) for the purposes of Interconnection and for the purposes of IP conveyance. At all times during the period of this Service Description, each Party shall keep the other party informed of any material changes to the configuration of its systems or processes to ensure continued inter-operability of the Services.

2.3 Systems operated by third parties on Customer's behalf shall only be connected to Microtalk Equipment and Microtalk Network with the prior written agreement of Microtalk (not to be unreasonably withheld). If such connection requires any testing or integration work by Microtalk then Customer shall pay Microtalk a fee for this work which shall be agreed in writing before the commencement of the works.

3. OPERATION OF THE SERVICES.

3.1 Microtalk shall use its reasonable efforts to provide the Services on an uninterrupted basis (except for scheduled maintenance or upgrade downtime) for the duration of this Service Description (including any termination notice period). Additional services may be added from time to time to the Services upon the terms and conditions as set out in this Service Description or Agreement or on such other terms and conditions as may be mutually agreed by the Parties and shall be included by adding as an amendment to this Service Description an additional Annex signed by the Parties.

4. COMPLIANCE OBLIGATIONS

4.1 In the context of the Services, each Party shall comply with all applicable laws and codes of conduct and comply with all directions, consents and recommendations of applicable regulatory authorities.

4.2 Customer shall comply with all regulatory, best practice and legal requirements applicable to the country or countries it is calling, including but not limited to Data Protection, Opt-In and Do Not Call legislation.

4.3 Customer shall comply with any Acceptable Use Policy issued by Microtalk from time-to-time.

4.3 Customer indemnifies Microtalk for all costs incurred by Microtalk as a result of Customer's actions including those which are in breach of any of its compliance obligations. These costs include but are not limited to direct and indirect costs, legal costs, regulator-imposed fines, management time and direct and consequential loss of profits, which Microtalk may incur in any country as a result of calls made by Customer and carried over Microtalk network which are in breach of Customer's compliance obligations. Customer undertakes that it will pay these costs to Microtalk in full immediately upon notification by Microtalk.

5. CALL ORIGATION CHARGES AND PAYMENTS

5.1 Customer shall pre-pay Microtalk for the Services. Microtalk shall generate an invoice (weekly, fortnightly or monthly) to Customer for Services provided in the previous period. The Invoice shall show payments received, usage charges and the account Balance.

5.2 Microtalk shall provide Customer with such call origination billing information on a monthly basis (including call detail information).

5.3 Microtalk may upon giving Customer no less than 7 days prior notice either in writing or by electronic mail, vary the Call Origination Charges payable under this Service Description by the same real amount and the contents of Annex 2 shall be deemed to be amended accordingly.

5.4 Pre-Payment Arrangements

- a. The Customer shall pay the pre-payment by bank transfer or cash deposit. Customer shall notify Microtalk that the pre-payment has been made. Microtalk will aim to apply any pre-payment it receives in to its bank account within three (3) working days as a credit on Customer's Account on Microtalk billing systems.
- b. Microtalk may request KYC information, as set out in Annex 3, from Customer at any time. Customer must provide such information to Microtalk within 5 Business Days.
- c. Microtalk will deduct payment for calls and other costs defined in the Services Descriptions, from Customer's pre-payment as the cost is incurred.
- d. Microtalk reserves the right to terminate and/or temporarily suspend any or all of the Services if Customer's pre-payment reduces to zero or if Customer fails to make the payment of outstanding invoices and overdue interest charges, for services provided on a credit account basis, after receiving a written demand from Microtalk for the same. **FOR THE AVOIDANCE OF DOUBT, MICROTALK DOES NOT GUARANTEE TO TERMINATE PRE-PAID SERVICES WHEN THE BALANCE REDUCED BELOW ZERO AND CUSTOMER IS RESPONSIBLE FOR ALL CHARGES INCURRED ON THEIR ACCOUNT.**
- e. It is the Customer's responsibility to ensure sufficient credit is available in Customer's pre-pay Account.
- f. The pre-payment does not constitute a waiver of Microtalk's right to suspend, disconnect, or terminate the Services and seek legal redress due to non-payment of any outstanding bills due to Microtalk.
- g. When this Service Description is terminated, Microtalk shall calculate the value of any pre-payment which has not been applied against charges and return this balance to the Customer within 45 days of the end of the Service Description.

6. SUSPENSION

Microtalk may, without terminating this Service Description and without incurring any liability, contractual or otherwise, or without the possibility of Customer to claim for compensation, particularly to interrupt calls in their telecommunication network or limit their duration, immediately suspend all or part of the Services it provides under this Service Description until further notice if any of the following occurs:

- 6.1 Customer's Pre-Paid account balance reaches or falls below zero;
- 6.2 Microtalk believes that the Customer's Account is being used in a way which does not comply with its Acceptable Use Policy;
- 6.3 Microtalk is obliged to comply with an order, instruction or request of government, emergency services organization or other competent authority;
- 6.4 Customer fails to make any payment of undisputed amounts in full on the due date;
- 6.5 Suspension is necessary for reasons of public security, to perform work necessary for operations or to avoid faults in the Microtalk Network; or
- 6.6 Suspension is necessary for operational reasons such as maintenance, systems alterations or because of an emergency; provided, however, that in this case Microtalk shall give Customer seven (7) days prior written notice of any planned outages if reasonably possible.

Suspension of any Services by Microtalk will not exclude any rights Microtalk has to otherwise terminate any Services or this Service Description.

7. PROJECT MANAGEMENT

7.1 The Parties shall each provide contact details of commercial and technical representatives and such representatives shall provide reasonable co-operation to each other in relation to the subject

matter of this Service Description. Any changes to those representatives will be notified in writing to the other Party as soon as reasonably practicable.

8. SERVICE CUSTOMISATION

8.1 The Service may be customised to Customer's specific requirements. If required, the reseller shall provide written instructions to Microtalk on the basis of which Microtalk will provide a written quotation to Customer to meet Customer's requirements.

8.2 If Microtalk is unable to meet Customer's instructions the Parties shall meet to agree a revised Service customisation. In no event will Microtalk be obliged to accept any customisation instructions from Customer. Equally Customer is not obliged to accept a quotation from Microtalk.

8.3 If Customer accepts a quotation provided by Microtalk in accordance with this clause it shall pay for the agreed Service customisation in advance.

8.4 Once Microtalk has received payment from Customer it shall provide the Service customisation as set out in the quotation.

8.5 Any Intellectual Property Rights created pursuant to the Agreement shall remain the property of Microtalk and Microtalk may, on its sole discretion, grant Customer a non-exclusive right to use such Intellectual Property Rights for the duration of this Service Description.

8.6 Microtalk shall be the single point of contact for Customer for any Service customisation provided in accordance with this Service Description and Customer agrees not to approach or engage directly with any developers, contractors or other third party engaged by Microtalk to provide this Service.

ANNEX 1 – CALL CENTRE TERMINATION SERVICES

Public switched telecommunications network (PSTN) and IP and internet access, management, operation and connection services in order to facilitate and enable (a) the conveyance of Calls originated on or from the Customer system to Microtalk for subsequent conveyance to a third party Carrier(s) for onward delivery through Microtalk's interconnection arrangements from time to time, and (b) the receipt and subsequent delivery of Calls to Numbers via Interconnection for onward delivery to either (i) the Customer User (for on-net delivery) or (ii) to a third party carrier for delivery to a designated Call or IP termination number, on a 24-hour-a-day, 7-day-a-week basis, with the exception of scheduled maintenance downtime.

The specific services provided under this agreement are for:

1. Call centre call termination

ANNEX 2: CALL ORIGINATION RATES, CALL TERMINATION RATES, NUMBER PRICING

Microtalk's charges for the delivery of Calls through Interconnect to its Carriers for delivery shall be, at the date hereof as set out as in the Microtalk call charge sheet which shall be issued from time to time.

Billing details

Traffic Type	Currency	Currency decimal point resolution	Minimum connected call duration (seconds)	Billing increment (seconds)
Call Centre	INR	As notified from time to time	As notified from time to time	As notified from time to time

ANNEX- 3 KYC DOCUMENTS

KYC Documents which Microtalk may request from Customer:

1. Signed customer pre-paid agreement
2. Signed VOIP order form
3. Certificate of Incorporation copy
4. Latest list of directors
5. Trade License copy
6. PAN Card copy
7. Latest Three months Bank Account Statement
8. Cancelled check
9. Photos showing building, office setup, agents on the floor, etc. as proof of valid business.