

Sales Order Form

This Sales Order is for purchase of subscription to the Netcore services as set forth below. Customer is desirous of availing the Email, CEE and WhatsApp service from Netcore. Such Service shall be provided by Netcore in accordance with various terms & conditions as specified at <https://netcorecloud.com/terms-of-service/> for provisions of this Sales Order. In consideration of the Services provided by Netcore, Client agrees to pay to Netcore the fees, charges and/or other sums stipulated in pricing and payment terms in this Order Form.

Customer Name		GST/VAT No.	
Billing Address		PAN	
Primary Contact		Billing Contact	
Primary Email		Billing Email	
Primary Phone		Billing Phone	
POC Start Date	Deleted the term if not applicable	Billing Method	Prepaid
POC End Date	Deleted the term if not applicable	Billing Frequency	Quarterly Advance
Subscription Start Date		Billing Currency	USD
Subscription End Date		Payment Terms	30 Days
Billing Start Date		Payment Method	Wire Transfer

Pricing and Payment Terms for the Services

COMPONENT/PRODUCT	VOLUMES	Monthly Billing (USD)	Total Contract Value (USD)
One Time Setup Fees	-	100,000	-
Platform (Fee) Product Experience (PX) / Customer Engagement (CE)	5 Mn MAUs Overages : USD Y per unit, Billable monthly	500,000	6,000,000
Event Container Inclusion and Overages	XX Mn Events (Included) Overages : Each additional XX Mn Event will be charged at USD X0,000/-	-	-
Bundled Products (with Monthly Consumption Validity):		10,000	120,000
Email	: M Mn (included) Overages : m USD/email		
RCS messages	: X Mn (included) Overages : x USD/RCS		

WhatsApp messages	: Y Mn (included) Overages : y USD/WA		
Managed Services-Customer Service Manager (CSM)			
Shared Resource		50,000	600,000
Dedicated Resource		100,000	1,200,000
Training Charges			200,000 (Waived off)
TOTAL		760,000	8,120,000

WhatsApp Session Pricing

Market	Currency	Marketing	Utility	Authentication	Service
Singapore	USD	0.0915	0.0590	0.0531	0.0280

For countries other than Singapore, please refer Annexure B with the price given in USD for sessions to mobile numbers as per the list of countries.

Payment Terms:

- Pricing offered here is exclusive of any applicable taxes and bank charges. Any such taxes or fees will be charged over and above the price quoted in this Order Form.
- Payment shall be made through legal banking channels, payable to the bank account of Netcore detailed in the invoice. No cash payments are acceptable. Bank details as under:

Beneficiary Name: NETCORE CLOUD PTE LTD
 Beneficiary Bank: Citibank N.A.,
 Branch Name: Singapore Branch
 Branch Address: 8 Marina View #22-01 Asia Square Tower 1, Singapore 018960
 Account No: 0-010242-029
 Bank Code: 7214
 Swift Code: CITISGSG

- Netcore will raise monthly invoices, where undisputed amounts must be paid by the Client within 30 days from the date of the invoice (“Due Date”). Any late payment shall bear interest at the rate of 1.5% per month from the Due Date until the date of realization of payment in full by Netcore. Where payments are delayed beyond 10 days from the Due Date, Netcore reserves the right to suspend Services. Where Services are suspended due to non-payment and the Client wants to recommence the Services, the Client shall be able to resume the Services upon paying all outstanding dues, along with interest accrued and a reconnection charge.

Product Billing Terms:

Customer Engagement Experience Products (CE & PX)

- MAU (Monthly Active Users) : Monthly active users is count of unique user profiles who have interacted with the platform, including those who have received messages across channels, as well as users who have visited the website, mobile app or store in a defined calendar month.
- EVENTS : Are user-initiated actions while interacting with your mobile app, website and your campaigns. For example, viewing a product, adding a product to cart, launching mobile app or clicking on a push notification. (Email open, Whatsapp read and App notification delivered is not counted as a user event)

- **EVENTS CONTAINER** : Is the total number of events the prospect will store on the Netcore platform across the entire year or lifetime. It is very similar to someone buying a water tank of 10L, the same way the brand buys an event container of 100mn with Netcore. Event containers cannot be sold for every month.

Email Products

- Email credit referred will have a Monthly usage validity. Unused credit will expire on the last date of the respective month
- Email Broadcast consumable will be charged on SENT basis.
- Email Broadcast price mentioned above has a permissible size limit of 100KB per email. Additional 1 USD will be charged for each subsequent 100 KBs beyond the mentioned permissible size limit.
- Email Log - Data Retention : Netcore follows a 90 days data retention policy. The detailed email delivery reports thus will remain available to our customers on the "Netcore Email-API" panel ONLY for 90 days from the 'email sent' date. The data will stand purged on 90th day and thus Netcore will neither be able to, nor stand liable to provide any data log/trail beyond 90 days period.

RCS

- RCS credit referred will have a Monthly usage validity. Unused credit will expire on the last date of the respective month
- The price is applicable for Normal Text messages. Rich Communication and Application to Peer message will be considered as 02 message counts
- RCS consumables will be charged on SENT basis
- The charging for both B2U and U2B messages will start after the end user initiates the message and then only a session of 24Hrs gets started. Any messages sent by brand or replied by user during this 24Hrs won't bear any additional charges.
- The RCS pricing may be revised from time to time subject to change in commercial pricing implemented by Service Providers. Netcore will provide 7 (seven) Business Days' written notice before implementing the price change.

WhatsApp

- The maximum message size definition will be governed as per WhatsApp's policy. This will be subject to change from time to time. Netcore's billing to customer will be aligned to WhatsApp size definition.
- The Services rendered by Netcore shall be non-exclusive and Netcore shall be entitled to render similar services to third parties.
- Netcore would not be responsible for any failure in delivery or more time taken for maintaining uptime goals due to such circumstances being beyond Netcore's control including due to incorrect data format, or overload/breakdown of sending, receiving or intermediate network, servers or applications.
- The WhatsApp pricing may be revised from time to time by Meta Platforms /WhatsApp team. Netcore reserves the right to pass on such pricing change to the Client with 10 (ten) days prior written notice.
- All prices are subject to changes as and when Meta changes the pricing
- All Conversations are measured in 24-hour increments of "sessions"
- These 24-hour conversation sessions start whenever the first message is delivered by a business, either in response to a user inquiry, or if a business- initiated message template is delivered.

Key Terms

- **Onboarding:** This is a day period for Netcore to integrate and enable its solution for the customer.
- **Billing Start Date:** Billing Start date provides Netcore the right to start invoicing for the term of the Order Form.

- Except as provided in this Order Form, services purchased under this Order Form are non-cancellable and non-refundable.
- **Tenure:** This Order Form shall be for an initial term of 12 (twelve) months beginning from the effective date i.e. [REDACTED] (“**Initial Term**”). Then it shall automatically renew for successive 12 (twelve) month periods unless either party delivers written notice of non-renewal to the other party at least 30 (thirty) days prior to the expiration of the then-current term (each a “**Renewal Term(s)**”). Initial Term and Renewal Terms shall collectively be referred to as “**Term**” (“**Term**”). There will be an escalation of fees of 10% for each Renewal Term.
- The parties mutually agree to sign comprehensive Statement of Works (SOW) clearly detailing the actionable steps with timelines, to ensuring competition of the integration and go-live, to meet the committed billing date as per this order form”. Both parties operating teams would sign the SOW and own the responsibility for timely adherence to the SOW terms. Such SOW to be signed between the operating teams of both the entities, will form an integral part of this sales order.
- It is agreed between the Parties that, pursuant to Netcore raising its monthly invoice, if the Client has any concerns on the invoice raised and the services rendered during the billing period of the said invoice, the Client shall intimate the same to Netcore within 10 (ten) days from the date of the invoice (“Dispute Raising Period”), post which the invoice shall deemed to have been accepted in full and payable by the Due Date. Where any dispute is raised during the Dispute Raising Period, the Parties will take all necessary actions to discuss and resolve the same within 10 (ten) days from the date of the issue being raised (“Resolution Period”). Upon expiry of the Resolution Period, if the dispute is resolved, the Client will clear outstanding amounts by the Due Date, but where the Parties were unable to resolve the dispute, the Customer must pay the bill value post which has the rights to take the dispute to the courts as per the jurisdiction.
- **Scope of Work and SLA:** The Scope of Work and SLA by Netcore under the Sales Order form are specified at <https://netcorecloud.com/scope-of-service/> , current as of the Effective Date. Refer Annexure A for the Service level Guarantee & Reports, and for specific Scope of work (if applicable) defining implementation timelines.
- **Governing law and Jurisdiction:** Subject to the dispute resolution provision under the Term and Conditions at <https://netcorecloud.com/terms-of-service/>, the validity, construction and enforceability of this Order Form shall be governed in all respects by the Laws of Singapore. The Parties hereto agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the Courts in Singapore shall have jurisdiction to try and adjudicate such dispute to the exclusion of all other courts.
- Customer availing the WhatsApp messaging service provided by Netcore in accordance with various terms and conditions as specified at <https://netcorecloud.com/whatsapp-terms-of-use/> and provisions of this Work Order and those stated in the Meta Agreement.

Agreement:

This Order Form is made as of the contract start date above, between Netcore Cloud Pte Ltd (“Netcore”), and the Customer set forth above (“Customer”). The services provided by Netcore under the Sales Order form are governed by and subject to Terms & Conditions as mentioned on <https://netcorecloud.com/terms-of-service/> , current as of the Effective Date.

Except as otherwise provided in the Service Terms, as an authorized signatory and representative of the company, I have read and agree to the terms of this proposal and hereby accept it.

	Customer	Netcore Cloud Pte Ltd	Netcore Cloud Pte Ltd
Signature:			
Name:			
Title:			
Date:			

Annexure A

1. Service Level Guarantee

The Email delivery timelines would be a function of the criticality of message and the volumes being published at any instant. They are categorized as under:

WHATSAPP

The WhatsApp message delivery timelines would be a function on the availability of End User internet.

EMAIL:

Promotional Mailers:

Description: These mailers are promotional in nature and used mainly to promote brands or educate customers

Volume: As per client's requirements

Timelines: Delivered within the same day (12 hours)

Assumptions:

- Valid email ids would mean all the email ids for which mailers could be delivered at that point of time e.g. the mailers sent to deliverable email ids and do not have any other issues related to their mailbox etc.
- A combination publish of the above messages in high volumes could cause latency in the lower priority messages
- These timelines do not apply to messages published on holidays and black out days Email delivery would comply to all regulatory and government guidelines

2. Managed Services-Customer Service Manager (CSM) includes:

- Business goal planning
- KPI Measurement & reviews
- Sharing best practices across industries
- Weekly/Fortnightly cadence meeting
- Quarterly business review

3. Reports:

- Exhaustive Standard Reports would be available on the UI provided to the client. A demo would be provided to the client on accessing and interpreting the reports.
- Reports would be updated with a delay of half an hour. Accuracy of Reports would be a function of DLRs being received by from the operator.
- Any customized reports over and above the standard reports, if required, would be worked upon based on the request and feasibility. Customized reports may be charged.
- The standard reports are available on the user interface. Accuracy of reports would be based on the details received from the client. For advance reporting and tracking Netcore's SDK needs to be integrated with the application.

Annexure B

Market	Currency	Marketing	Utility	Authentication	Service
Argentina	USD	0.0773	0.0510	0.0459	0.0395
Brazil	USD	0.0781	0.0438	0.0394	0.0375
Chile	USD	0.1111	0.0733	0.0659	0.0568
Colombia	USD	0.0156	0.0106	0.0096	0.0075
Egypt	USD	0.1341	0.0859	0.0773	0.0805
France	USD	0.1790	0.0960	0.0864	0.1074
Germany	USD	0.1706	0.1066	0.0960	0.1024
India	USD	0.0124	0.0053	0.0018	0.0050
Indonesia	USD	0.0514	0.0250	0.0375	0.0238
Israel	USD	0.0441	0.0235	0.0211	0.0225
Italy	USD	0.0864	0.0525	0.0473	0.0483
Mexico	USD	0.0545	0.0333	0.0299	0.0131
Netherlands	USD	0.1996	0.1000	0.0900	0.1114
Nigeria	USD	0.0645	0.0399	0.0359	0.0388
Pakistan	USD	0.0591	0.0316	0.0285	0.0178
Peru	USD	0.0879	0.0524	0.0471	0.0224
Russia	USD	0.1003	0.0596	0.0536	0.0498
Saudi Arabia	USD	0.0508	0.0315	0.0283	0.0244
South Africa	USD	0.0474	0.0250	0.0225	0.0210
Spain	USD	0.0769	0.0475	0.0428	0.0461
Turkey	USD	0.0136	0.0116	0.0104	0.0038
United Arab Emirates	USD	0.0425	0.0248	0.0223	0.0238
United Kingdom	USD	0.0881	0.0498	0.0448	0.0485
North America	USD	0.0313	0.0188	0.0169	0.0110
Rest of Africa	USD	0.0281	0.0200	0.0180	0.0454
Rest of Asia Pacific	USD	0.0915	0.0590	0.0531	0.0280
Rest of Central & Eastern Europe	USD	0.1075	0.0774	0.0696	0.0313
Rest of Latin America	USD	0.0925	0.0618	0.0556	0.0529
Rest of Middle East	USD	0.0426	0.0248	0.0223	0.0273
Rest of Western Europe	USD	0.0740	0.0525	0.0473	0.0496
Other	USD	0.0755	0.0423	0.0380	0.0181