Netcore

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 Customer Engagement Experience 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	Volumes	Monthly Billing (USD)	Total Contract Value (USD)
One Time Setup Fees	-	100,000	-
Platform (Fee) Product Experience (PX) / Customer Engagement (CE)	5 Mn MTUs Overages : USD Y per unit, Billable monthly	5,00,000	60,00,000
Event Container Inclusion and Overages	XX Mn Events (Included) Overages : Each additional XX Mn Event will be charged at USD X0,000/-	-	-
Managed Services-Customer Service Manager (CSM)			
Shared Resource		50,000	600,000
Dedicated Resource		100,000	1,200,000
Training Charges			~~2,00,000~~ (Waived off)
Total		**3,70,000**	**44,40,000**

Payment Terms:

1. 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.

2. 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

3. 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

MTU (Monthly Tracked Users): Monthly tracked users is count of unique user profiles that perform one session or event on your website, mobile app or store in a defined calendar month. (Campaign interactions like notification or email sent, WhatsApp opened etc. are not a part of the MTU calculations)

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.

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. _____ ("**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.

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. 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

2. 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.