

MUTUAL TECHNICAL SERVICES AGREEMENT

This mutual technical services agreement is made as of the 1st day of January 2019 between Amagi Media Private Limited, with offices at 1 London Street, Reading, Berkshire, England, RG1 4PN, hereinafter referred to as "**Amagi UK**" and Amagi Media Labs Private Ltd, with its principal place of business at 4th Floor, Raj Alkaa Park, Sy. No. 29/3 & 32/2, Kalena Agrahara Village, Begur Hobli, Bangalore – 560076, hereinafter referred to as "**Amagi**" and collectively referred to as the "**Parties**". This agreement consists of the following terms and conditions and all applicable exhibits attached hitherto (Collectively agreement).

Purpose

The parties to this agreement provide consulting services to their respective clients. The parties acknowledge that from time to time it may be desirable for either of the parties to provide all or a portion of technical and consulting services to its clients. For this reason, a party to this agreement (The Main Contractor) may wish to engage the other party (The subcontractor) to perform certain technical services to the Main Contractor itself or to the Main Contractor's client(s) as a Subcontractor of the Main Contractor, and the Subcontractor may wish to provide such technical services through qualified technical personnel for the purpose of providing services.

The parties therefore wish to enter into this agreement for the purpose of establishing the terms and conditions under which any such subcontracting services would be provided by one party to the other. (The terms subcontractor and Main contractor may apply to either party, depending on the particular engagement).

TERMS AND CONDITIONS

The parties hereby agree as follows

1. **Definitions:** The following definitions apply to this agreement and all Task Order(s) under this Agreement unless otherwise specifically defined in a Task Order (provided that, unless otherwise expressly stated, any definitions in an Task Order shall apply only to the specific Task Order.
 - 1.1. "Change Request" means the written modifications or changes in the obligations of either parties documented in an applicable Task Order.
 - 1.2. "Client" means any Main Contractors' client for whom subcontracted services are to be provided under this Agreement.

- 1.3. "Deliverable" means any products and / or services procured by the Subcontractor under a Task Order for delivery to the Main Contractor of Client. Deliverables shall include all code, documentation, media and other objects identified as deliverables in the applicable Task Order.
- 1.4. "Main Contractor" means the party that engages the other party as a Subcontractor to perform services under this agreement.
- 1.5. "Fees" means the fees payable by the Main Contractor for the services, as specified in the applicable Task Order(s).
- 1.6. "Services" means the technical or consulting services to be provided by the Subcontractor to or for the benefit of Clients under this agreement, as more fully described in applicable Task Order(s).
- 1.7. "Task Order" means a detailed document depicting the nature of service being requested. In the event a party wishes to engage the other party as a subcontractor under this agreement, and in the event such other party wishes to provide consulting services as the subcontractor to the other party, the parties shall enter into one or more Task Order(s) which will be made a part of this agreement; the terms and conditions of this agreement will apply mutas mutandis to all such Task Order(s).
- 1.8. "Subcontractor" means the party providing services for the benefit of Clients under this agreement and the applicable Task Order(s).

2. Responsibilities:

- 2.1. **General:** Each party is solely responsible for complying with all laws, rules and regulations applicable to it, relating to the employment and engagement of its Contractors including those relating to immigration, taxation, workers' compensation and unemployment compensation. Each party is responsible for all acts and failures to act by its Contractors arising out of or related to the performance of Services by such Contractors. Neither party has any obligation to provide any insurance or other benefits for the other party's Contractors.
- 2.2. **Services:** When a party is designated as a Subcontractor in a Task Order, such party agrees to provide the services as detailed in such Task Order. Such services may be provided to the Main Contractor or its specified client, as per the request of the Main Contractor. The subcontractor shall endeavor to use commercially reasonable efforts to produce / provide the deliverables as specified in the relevant Task Order(s).
- 2.3. **Change Request:** All Changes, modifications and / or additions to the obligations of either party or to any other material aspects of a Task Order will require a change order signed by both the parties.

3. Fees: Details of the fees payable by the Main Contractor to the Sub-contractor shall be computed as per Schedule 1. Following terms are applicable with respect to such services.

3.1. Out of Expenses: Any out of pocket Expenses incurred in performing the requested services set forth in the Task Order(s) is the sole responsibility of the party incurring the expense unless otherwise agreed in writing.

3.2. Payment Terms: The fees shall be calculated by the Subcontractor, as per the provisions of Schedule 1, and invoiced on a periodic basis to the Main Contractor. The periodicity would be on a quarterly basis unless otherwise agreed mutually between the parties. The invoice shall be payable by the Main Contractor within thirty (30) days after receipt. In case any statutory approvals have to be sought, the payment shall be immediately after such approvals have been obtained. Upon submission of the invoice to the Main Contractor, the subcontractor shall also provide a report showing the details of the work executed with reference to the Task Order identification number, wherever applicable. The Main Contractor's payment for services shall not be deemed to be an acceptance of the services or confirmation of the schedule or other criteria have been met.

3.3. Taxes: Payments made by one party (Payor) to the other (Payee) under this agreement are exclusive of all applicable taxes. Payor agrees to pay and bear the liability for any taxes associated with the delivery of all services provided under this agreement, including but not limited to Sales, use, excise and Added value taxes, but excluding; (1) taxes based upon Payee's net income, capital receipts, or (2) any with-holding taxes imposed if such with-holding tax is allowed as a credit against such income taxes of Payee where such With-holding is required by law. In the event Payor is required to With-hold taxes, Payor agrees to furnish to Payee, the statutory receipts substantiating such payment. Payor agrees to provide Payee with valid tax exemption certificates in advance of any remittance otherwise required to be made by Payee on behalf, or for the account, of Payor where such certificates are applicable.

To the extent any sales or service tax is incurred with respect to Services provided hereunder, (a) such tax shall be reflected as a separate line item on all invoices, (b) the amount of such tax incurred shall be paid as reflected on each invoice, and (c) the party receiving payment of such tax shall be liable for paying such sums to the appropriate taxing authority in a timely fashion.

4. Term and Termination:

4.1. Term: This agreement will become effective upon the Effective date and will continue in force unless terminated by Termination Provisions.

4.2. Termination for Cause: Either Party may terminate the agreement for material breach by the other party of any material term. The terminating party must first give the breaching party

written notice of the alleged breach and a reasonable period of at least fifteen (15) days in which to cure the alleged breach. If the breach is not cured within the cure period, the terminating party may terminate this agreement upon written notice to the breaching party. Termination shall be in addition to any other remedies which may be available to the non-breaching party.

4.3. Effect of Expiration / Termination: Upon termination of this Agreement, each party's sole obligation to the other party is to pay the other party any amounts owed pursuant to this Agreement up to the date of termination. Upon termination of this Agreement, each party shall deliver to the other party all Work Product (whether completed or not) that is in the possession of such party.

5. Confidential Information: Each party shall maintain in strict confidence all business information and proprietary information of the other party, including without limitation books and records, financial statements, lists, databases, software, intellectual property, trade secrets, policies and procedures.

6. Warranty: Each party represents and warrants that it and its respective Contractors shall perform the Services in a professional and workmanlike manner, all Contractors shall be adequately trained, competent and experienced, and the Services shall be in compliance with all applicable governmental laws, regulations and requirements.

7. Limitation of Liability:

7.1. Anything in this agreement to the contrary notwithstanding, neither party shall be liable to the other party, for any indirect, special, incidental or consequential damages (including, but not limited to, damages for loss of profits and loss of use of data) arising under the applicable Task Order, even if the parties have been advised of possibilities of such damages.

7.2. Each Party's liability to the other on any claim for damages arising out of or relating in any way to this agreement (including Task Order(s)) shall in no event exceed, in the aggregate, the amount which has been paid by the Main Contractor to the Subcontractor for the subcontractor's performance under the most applicable Task Order.

8. Intellectual Property:

8.1. Ownership of Pre-existing works: Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know-how, works in any media, software, information, trade secrets, materials, property or proprietary interests that it owned prior to this agreement, or that it created or acquired independently of its obligations pursuant to this agreement (collectively, "pre-existing works"). All the rights in pre-existing works not expressly transferred or licensed herein are reserved to the owner.

8.2. The work under this agreement is deemed to be work for hire.

9. General Provisions

- 9.1. Notice:** Each party giving any notice or making any demand or communication pursuant to this Agreement shall give the notice in writing and shall use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: effective at the time delivery is shown in the courier's records; or (b) by email, with such notice effective one (1) business day after sending (unless the sender receives an automatically-generated notice that such message was undeliverable).
- 9.2. Force Majeure:** Neither party will be liable to the other because of any delay or failure of performance, if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of such party.
- 9.3. Governing Law:** This agreement shall be construed in accordance with and governed by the laws of India. Venue for any actions arising under or relating in any way to this agreement, the transactions under this agreement, and or activities under this agreement shall vest exclusively in the state of Karnataka.
- 9.4. Severability:** If any provision or portion of this Agreement shall be held by a Court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this agreement shall remain in full force and effect.
- 9.5. Amendments / Waivers:** The parties may not amend this Agreement except by a written agreement that each party executes. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement operates as a waiver or estoppel of any right, remedy or condition.
- 9.6. Precedence:** In the event there is a conflict between the terms of this Agreement and the terms of any Task Order, the terms of the Task Order shall prevail.
- 9.7. Entire Agreement.** This Agreement constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative


Amagi Media Private Limited



(Authorised Signatory)

Please insert designation

Amagi Media Labs Pvt Ltd

M.G.S. 

(Authorised Signatory)

Please insert designation

Schedule 1

For any technical services rendered under this agreement, the Main contractor agrees to pay the sub-contractor a service fee that equals to 93 percent (93%) of the revenue billable to the end customer for the relevant financial year.

The percentage shall however be adjusted from time to time to ensure that the arm's length markup earned by the sub-contractor satisfies the Transfer pricing regulation in the respective jurisdiction.

AMENDMENT #1 TO MUTUAL TECHNICAL SERVICES AGREEMENT

This Amendment ("Amendment- 1") is made and entered into by and between **Amagi Media labs Private Limited**, India with its registered office address at 4th Floor, Raj Alkaa Park, Sy. No. 29/3 & 32/2, Kalena Agrahara Village, Begur Hobli, Bangalore – 560076 ("Amagi") and **Amagi Media Private Limited**, a company in 1 London Street, Reading Berkshire, England RG1 4PN hereinafter referred to as ("Amagi UK") and is effective as of **April 1, 2021** (the "Amendment-1 Effective Date").

Purpose

1. Amagi and Amagi UK had entered into a Mutual Technical Services Agreement dated **1st January 2019** ("Agreement") whereby either party can request for Technical Services to be provided in connection with the agreement.
2. In consideration of the promises and the mutual covenants of the Parties, it is agreed that the Agreement shall be amended as under.

1. Amendment: The following sections shall be amended as follows:

- a. With respect to **Schedule 1** of the Agreement, the section shall be deleted and replaced with the following.

For any Technical consulting & support services rendered under this agreement, Amagi UK agrees to pay Amagi a service fee that is computed as under:

Sl. No.	Particulars	Amount
1.	Third Party customer revenue earned by Amagi UK	AAA
2.	Less: Direct Costs incurred by Amagi UK towards rendering Technical Services	BBB
3.	Less: 7% commission retained by Amagi UK for local services rendered in UK	CCC = (XXX * 7%)
	Amount payable to Amagi Media Labs Private Limited	AAA – BBB - CCC

2. Except as expressly modified by the terms of this Amendment-1, all of the terms and conditions of the Original Agreement will remain in full force and effect as modified hereby.
3. This Amendment-1 and the Agreement supersedes and cancels all previous written, online agreements, communications and other understandings. In the event of any conflict between the documents, Amendment-1 shall prevail in the first order of preference.

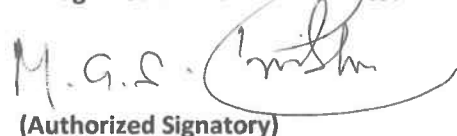
IN WITNESS THEREOF, each of the parties hereto has caused this Amendment – 1 to be executed by its duly authorized representative

Amagi Media Private Limited


(Authorized Signatory)

Name: Baskar Subramanian
Designation: Director

Amagi Media Labs Private Limited


(Authorized Signatory)

Name: Prabhu Mamidi
Designation: Sr. Director Finance