

PART B – GENERAL TERMS AND CONDITIONS**1. Definitions**

- a) "Access Credentials" means any user name, identification number, password, license or security key, security token, personal identification number (PIN) or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.
- b) "Authorized User/s" means Customer's employees, consultants, agents and customers or clients (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.
- c) "Customer Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- d) "Customer Systems" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and Internet connectivity, whether operated directly by Customer or through the user of third-party services.
- e) "Documentation" means user manuals, handbooks, and guides relating to the Services, provided by Service Providers to Customer either electronically or in hard copy form/end user documentation relating to the Services.
- f) "Service Providers IP" means the Services, the Documentation, and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property provided to Customer or any Authorized User in connection with the foregoing by the Service Provider or its authorized partner/s.
- g) "Service Providers Materials" means the Services, specifications, Documentation and Service Providers Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Service Providers or any partner or sub-contractor in connection with the Services or otherwise comprise or relate to the Services or Service Providers Systems. For the avoidance of doubt, Service Providers Materials include any information, data or other content derived from Service Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.
- h) "Service Providers Systems" means the information technology infrastructure used by or on behalf of Service Providers in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Service Providers or through the use of third-party services.
- i) "Services" means the software-as-a-service offerings with inbuilt free data offered by the Service Providers and purchased by Customer

- j) "User Account" means the Customer's individual user account, as provided to it by Service Providers.
- k) "Third-Party Products" means any third-party products provided with or incorporated into the Services.

2. Access and Use.

- 2.1. Provision of Access: Subject to Customer's payment of Fees and compliance of the terms and conditions of this Agreement, Service Providers hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use shall be limited to Customer's internal use. Service Providers shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.
- 2.2. Implementation: Service Providers shall offer training to the Customer at no additional cost. Customer bears responsibility of training its Authorized Users.
- 2.3. Documentation License: Subject to the terms and conditions of this Agreement, Customer is entitled to a non-exclusive, non-sub licensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
- 2.4. Use Restrictions: Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- 2.5. Reservation of Rights: Service Providers reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Service Providers IP.
- 2.6. Suspension: Notwithstanding anything to the contrary in this Agreement, Service Providers may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Service Providers reasonably determines that (A) there is a threat or attack on any of the Service Providers IP, (B) Customer's or any Authorized User's use of the Service Providers IP disrupts or poses a security risk to the Service Providers IP or to any other customer or vendor of Provider, (C) Customer, or any Authorized User, is using the Service Providers IP for fraudulent, activities against public policy or illegal activities, (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of

creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, (E) Service Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law, or (F) technical repairs or maintenance are required to the Service Providers Systems; (ii) any vendor/partner of the Service Providers has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Clause 7 (any such suspension described in sub-clause (i), (ii), or (iii), a "Service Suspension"). Service Providers shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Service Providers shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Service Providers shall have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

- 2.7. Changes: Service Providers reserve the right, in their sole discretion, to make any changes to the Services and Service Providers Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services to its Customers; (ii) the competitive strength of or market for Services; or (iii) the cost efficiency or performance of the Services; or (b) to comply with applicable law.
- 2.8. Subcontractors: Service Providers may, at their sole discretion engage third parties to provide the Services (each, a "Subcontractor").
- 2.9. Suspension or Termination of Services: Service Providers may, directly or indirectly, and by use of a Service Providers disabling device or any other lawful means, suspend, terminate or otherwise deny access to, or use of, all or any part of the Services or Service Providers Materials by Customer, any Authorized User or any other Person, without incurring any resulting obligation or liability, if: (a) Service Providers receives a regulatory/judicial order that expressly or by reasonable implication requires Service Providers to do so; or (b) Service Providers believe, in their sole discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, activities against public policy or unlawful activities; or (iii) this Agreement expires or is terminated. This Clause does not limit any of Service Provider's other rights or remedies, whether at law, in equity or under this Agreement.

3. Customer Obligations

- 3.1. General: Customer shall be responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

- 3.2. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.
- 3.3. Customer shall ensure to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.
- 3.4. Customer further guarantees, acknowledges and agrees that:
 - i. it will keep private and secure all Access Credentials and passwords provided to it;
 - ii. it will set up, maintain and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Services are accessed or used;
 - iii. it will provide Service Providers representatives/ authorized personnel with such access to Customer's premises and Customer Systems as is necessary for Service Providers to perform the Services in accordance with the terms of this Agreement;
 - iv. it will assume full responsibility for all Customer Data, content and information it posts, uploads or otherwise provides to the Service Providers Systems;
 - v. it will not upload any Customer Data, content or materials that are potentially fraudulent, deceitful, defamatory, obscene, violent, hateful, racially discriminatory, illegal or offensive and further agrees that any content uploaded by Customer is in their sole discretion and that Service Providers are not responsible for such content and cannot be held liable for same;
 - vi. any content uploaded or actions performed through Customer's User Account are done so at the Customer's own risk and all correspondences and dealings with third parties are Customer's sole responsibility;
 - vii. it has received consent from their end-users before adding them into their User Account; and;
 - viii. it will provide all cooperation and assistance as Service Providers may reasonably request to enable Service Providers to exercise its rights and perform its obligations under and in connection with this Agreement.
 - ix. it will adhere to the Anti Bribery and Anti-Corruption clauses, Network Access clauses, Information Security and Data Protection clauses located at <https://www.dialog.lk/legal> or any other location determined by Service Providers from time to time.
4. **Effect of Customer Failure or Delay:** Service Providers shall not be responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer Failure").
5. **Third-Party Products:** Service Providers may from time to time make Third-Party Products and/or services available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. It is Customer's sole responsibility to read and understand such terms and conditions. Service Providers neither owns nor operates such Third-Party Products, has no

control of them, and makes no representations or warranties with respect to them. If Customer cannot or will not abide by the terms and conditions of such Third-Party Products, they may be precluded from using the Services.

6. Service Levels; Support; Data Backup: Subject to the terms and conditions of this Agreement:

- 6.1. Service Providers shall use commercially reasonable efforts to make the Services available at least 99.9% of the time during the Term excluding unavailability as a result of any of the Exceptions described below in this Clause 6 (the “Availability Requirement”).
- 6.2. For purposes of calculating the Availability Requirement, the following are “Exceptions” to the Availability Requirement, and neither the Hosted Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Services that is due, in whole or in part, to any:
 - i. act or omission by Customer or any Authorized User/access to or use of the Services by Customer or any Authorized User, or using Customer’s or an Authorized User’s Access Credentials, that does not strictly comply with this Agreement and the Services;
 - ii. delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement;
 - iii. Internet connectivity of Customer or its Authorized User;
 - iv. Force Majeure Event;
 - v. failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Service Providers under this Agreement;
 - vi. scheduled System downtime; or
 - vii. disabling, suspension or termination of the Services under Clause 2.9.
- 6.3. Support: Technical support shall be provided for Customers through a dedicated customer care hotline. Support will only be provided to Authorized Users and will not be provided to anyone else, including, but not limited to, registered non-administrators, people and/or persons claiming to be an administrator without being able to prove their identity, and employees or executives of the Customer who are not Authorized Users. Before contacting Provider’s support services, the Customer must have used due diligence in exhausting all attempts to investigate and solve their problem on their own. The Customer agrees to use the Service Providers support services on a reasonable basis and when necessary.
- 6.4. Data Backup: SERVICE PROVIDERS HAVE NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

7. Fees & Plans, Payments and Refunds

Fees: Customer shall pay Service Providers the fees (“Fees”) issued monthly by the Service providers and/or their partner without setoff or deduction as morefully provided in **PART 3**.

8. Confidential Information: The Parties shall retain all information subject to this Agreement confidential. The Parties shall keep confidential all information provided to it or that it may come across in carrying out its obligations herein. Each Party shall treat all data provided by or originating from another Party in the strictest of confidence and shall use the same exclusively for the purposes of this Agreement. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. This undertaking of confidentiality shall survive termination of this Agreement.

9. Intellectual Property Ownership; Feedback:

- 9.1. Service Providers IP: Customer acknowledges that, as between Customer and Service Providers, Service Providers and/or its authorized partners owns all right, title, and interest, including all intellectual property rights, in and to the Service Providers IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
- 9.2. Customer Data; Service Providers acknowledge that, as between Service Providers and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Service Providers a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Service Providers to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data. Customer also grants to Service Providers permission to use Customer's name and logo in Provider's marketing and promotional materials.
- 9.3. Feedback: If Customer or any of its employees or contractors sends or transmits any communications or materials to Service Providers by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service Providers IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Service Providers shall be free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Service Providers on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Service Providers are free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Service Providers are not required to use any Feedback.

10. Limited Warranty and Warranty Disclaimer.

- 10.1 Service Providers warrant that the Services will conform in all material respects when accessed and used in accordance with the Documentation. Service Providers do not make any representations or guarantees regarding uptime or availability of the Services. The remedies set forth in Clause 11 are Customer's sole remedies and Service Provider's sole liability under the limited warranty set forth in this Clause 11.1. The foregoing warranty does not apply, and Service Providers strictly disclaim all warranties, with respect to any third-party products.
- 10.2 Customer represents, warrants and covenants to Service Providers that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by Service Providers and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any IP Rights, or any privacy or other rights of any third party or violate any applicable Law.
- 10.3 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN CLAUSE 11.1, THE SERVICE PROVIDERS IP ARE PROVIDED "AS IS" AND SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SERVICE PROVIDERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN CLAUSE 11.1, THE SERVICE PROVIDERS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE PROVIDERS IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1. Service Providers Indemnification:

- i. Service Providers shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs including reasonable legal fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's Sri Lankan intellectual property rights, provided that Customer promptly notifies the Service Providers in writing of the claim, cooperates with Service Provider, and allows Service Providers sole authority to control the defense and settlement of such claim.
- ii. If such a claim is made or appears possible, Customer agrees to permit the Service Providers, at the Service Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Service Providers determines that neither alternative is reasonably available, Service

Providers may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

- iii. This Clause 11.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Service Providers or authorized by Service Providers in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; or (D) Third-Party Products.

11.2 Customer Indemnification:

Customer shall indemnify, hold harmless, and, at each Service Provider's option, defend the Service Providers from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by the Service Providers or authorized by the Service Providers in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against the Service Providers unless the Service Providers consent to such settlement, and further provided that the Service Providers shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12. Sole Remedy. THIS CLAUSE 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND EACH SERVICE PROVIDER'S RESPECTIVE SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL A SERVICE PROVIDER'S LIABILITY UNDER THIS CLAUSE 11 EXCEED THE TOTAL CONTRACTUAL FEES ALREADY PAID BY THE CUSTOMER FOR THE SERVICES IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. **LIMITATIONS OF LIABILITY:** IN NO EVENT WILL EITHER SERVICE PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN LAW OR IN EQUITY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE A CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL A SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IN LAW OR IN EQUITY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED ONE TIMES THE TOTAL

AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO THE SERVICE PROVIDERS UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

- 14. Term:** This Agreement shall be valid and legally binding on the Parties, as morefully provided in **PART 1**, unless terminated earlier subject to the terms and conditions of this Agreement. This Agreement will automatically renew at the end of each Term, as applicable, unless earlier subject to the terms and conditions of this Agreement or either Party gives the other Party written notice of non-renewal no less than Thirty (30) days prior to the expiration of the Term.
- 15. Termination:** In addition to any other express termination right set forth in this Agreement:
- 15.1** The Service Providers may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due subject to this Agreement; or (B) breaches any of its obligations under this Agreement and such breach continues unresolved for more than Five (05) days after a Service Provider's delivery of written notice thereof;
- 15.2** A Party may terminate this Agreement, effective immediately upon written notice to the other Parties, if the another Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 15.3** In the event this Agreement is terminated by the Service Providers due to no fault of Customer, the Service Providers shall refund any advance payment made to Services not performed at the time of notice of termination.
- 15.4** The Parties shall have the right to terminate this Agreement by giving Thirty (30) days prior written notice to the other Parties.
- 15.5** For avoidance of doubt, the foregoing provisions in respect of termination shall not affect accrued rights and obligations of the Parties and the Parties shall remain liable to each other for any obligation one may owe to the other preceding such termination.
- 15.6 Effect of Expiration or Termination:** Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Service Providers IP and, without limiting Customer's obligations under Clause 3, Customer shall delete, destroy, or return all copies of the Service Providers IP and certify in writing to the Service Providers that the Service Providers IP have been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.
- 16. Notices:** Subject to the terms and conditions herein, all notices hereunder shall be made in writing and shall be delivered by hand or sent by registered post (or confirmed fax) to the respective parties at the addresses specified in **PART 1**. Provided that any change in the above shall require immediate written notice to be given to the other Party. Any notice given by registered mail shall be deemed to have been received by the addressee in Four (04) working days after it had been duly addressed and posted and

any notice given by way of confirmed fax shall be deemed to have been received Eight (08) (8.00 a.m. to 6.00 p.m. from Monday to Friday save and except any public holiday) after when a notice or report generated from the machinery which sends the message indicates that the communication has been sent.

17. **Force Majeure:** Neither Party shall be responsible for delays or non-performance of any contractual obligation, caused by war, revolutions, insurrection, civil commotion, riots, mobilizations, strikes, lock outs, pandemics, acts of God, acts of Government, fire, flood or such other event beyond the control of that Party which directly, materially and adversely affect the performance of any obligation of that Party under this Agreement. In the event a Force Majeure event persists for over Fourteen (14) days the effected Party shall inform in writing to the other Party and the Parties may mutually agree to terminate this Agreement subject to the terms and conditions herein.
18. **Publicity:** The Service Providers retains the rights to press releases or public statements or publications relating to the Parties' collaboration, the contents of this Agreement or to any of the transactions contemplated hereby.
19. **Subcontracting:** Customer shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the other Parties. The Service Providers may from time to time assign this Agreement or any portion thereof to a third party at its discretion.
20. **Dispute Resolution Mechanism:** This Agreement shall be interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka and at all times material to this Agreement any question, dispute or difference in relation to or in connection with this Agreement or any part hereof or in the interpretation of any provision herein contained shall arise between the Parties, which cannot be amicably settled between the Parties hereto, such question, dispute or difference shall be referred to a court of competent jurisdiction for settlement.
21. **Authority:** The Parties represent and warrant that the signatories hereto have full power and authority to enter into this Agreement and this Agreement when executed will constitute the whole understanding between the Parties in relation to the subject matter and comprise valid and binding legal obligations of each Party.
22. **Relationship:** Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute or be deemed the Parties to be engaged in a partnership, joint venture, association or other co-operative entity of the other and shall not appoint either Party as agent of the other for any purposes whatsoever either in or outside Sri Lanka. Neither shall have the authority or power to bind the other Party's name or create any liability against the other Party in any way or for any purpose.
23. **Assignment:** Customer shall not assign the provisions of this Agreement or rights, duties and/or responsibilities there under without the prior consent in writing of the other Party hereof. The Service Provider may assign the provisions of this Agreement or rights, duties and/or responsibilities there under to any of its subsidiaries, affiliates with prior written notice to Customer.
24. **Entire Agreement:** This Agreement records the entire agreement, and prevails over any earlier agreement, concerning its subject. A variation/modification to the terms hereof shall only be effective if it is in writing and signed by each Party.