

SAVEX TECHNOLOGIES PRIVATE LIMITED

GENERAL TERMS AND CONDITIONS FOR MICROSOFT CLOUD SERVICES

These terms and conditions ("Agreement") govern the use of Cloud Services offered through Microsoft (referred to as the "Cloud Services and/or Services"), which are provided and distributed by Savex Technologies Private Limited and its affiliate(s) ("Savex"). By accessing and using the Services provided by Savex (and not third parties) that are accessible through the Site, you agree to abide by these terms and conditions of the Agreement. Your use of these Services is contingent on your acceptance of these Agreement. It's important to note that these Services are only available to users or partners who have the legal capacity to form binding contracts under the relevant laws in India, where these Services are offered or made available. If you do not meet these criteria, you should not use our Services. Throughout these terms and conditions, terms such as "Savex," "we," "us," or "our" refer to Savex Technologies Private Limited and its applicable affiliate(s). Further the term "you" refers to both partners and its customers/permitted users. It is essential to carefully read and understand these terms and conditions as they govern your use of our Services and any associated activities or transactions. By continuing to use our Services, you acknowledge your agreement to be bound by these terms and conditions.

If an individual is accepting these terms and conditions of the Agreement on behalf of a company/partners or another legal entity, they are representing that they have the authority to do so. By accepting the Agreement, the individual is stating that they have the authority to bind not only the company but also any affiliated entities to the terms and conditions of these agreement.

1. Definitions:

"Affiliate" means any legal entity in which Savex or you, directly or indirectly, holds more than 50% of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

"Cloud Services/ Services" means within the scope of this Agreement, the term 'Cloud Services' or 'Services' signifies a set of specialized and tailored solutions offered by Savex Technologies Private Limited under formal orders or agreements. These services exhibit several distinct characteristics, including a subscription-based payment model, the option for one-time or fixed pricing, billing based on actual Azure resource consumption, remote hosting on the Microsoft cloud platform including but not limited to Microsoft Azure, comprehensive technical support, and the flexibility to operate these solutions on-demand. These services are further categorized into Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS), all of which are seamlessly hosted and delivered through the Microsoft cloud infrastructure.

"Confidential Information" means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its representatives designates as confidential, internal and/or proprietary at the time of disclosure, should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure including but not limited to a party's non-public information, know-how, or trade secrets.

"Customer/Partners Data" means any content, materials, data and information that you enter into the system of a Cloud Service or that you or your customer derives from its use

of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include Savex's Confidential Information.

"Data Protection Laws" means any and all Laws applicable to Company, relating to data security, protection, privacy, or the Processing of Personal Data, including (where applicable) Digital Personal Data Protection Act 2023.

"Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

"Order" refers to a formal request initiated by you, for the procurement of Cloud Services offered by Savex on the Site. The order attains validity and becomes legally binding upon the receipt of confirmation from Savex. However, it's essential to note that the execution and fulfillment of the order are contingent upon strict adherence to these terms of the Agreement that governs the provision of these Cloud Services.

"Parties" refers shall collectively and jointly refer to Savex and you.

"Permitted User" means those end Users for whom you have purchased these Services under an Order and who are authorized to access and use the Services on your behalf in accordance with these terms.

"Representatives" means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.

"Site" means www.savex.cloud

"Software" means any software that we provide to you in connection with the Services and whose functionality is as may be described in the Order/invoice and it adheres to Microsoft's specifications.

"Taxes" means all applicable transactional taxes, levies and similar charges (and any related interest and penalties) such as central, state or local sales tax, goods and services tax or similar taxes.

"Term" these Terms shall remain effective until terminated by Savex.

"Territory" shall mean territory of India.

"Third Party" means entities or individuals other than you or Savex or our respective Affiliates.

"Third Party Applications" means web-based, mobile, offline, online or other applications and products provided by a Third Party as identified in an Order, including APIs.

"Vendor" means *Microsoft & its related OEM / ODM for cloud & on premise services*

2. Applicability

- a) **Applicability of Terms:** These terms and conditions of the Agreement are applicable when Savex provides Services to you in the Territory. It establishes the relationship between you and Savex. Further these terms and conditions are applicable to the Permitted User/ End customer as well.
- b) **Acceptance of Terms:** Your acceptance of these terms and conditions can be demonstrated through either of the following methods:
- By accepting or utilizing any service provided by Savex Technologies Private Limited.
 - By explicitly providing your agreement or consent under our Site.

Whichever of these actions takes place first will be regarded as your acceptance of the terms and conditions.

- c) **Effective Date:** The terms are effective from the first time you access/consent or use the Services.

3. Access and Use of Services and Restrictions:

To access and utilize our Services, you can establish an account on our Site, and your access will be granted in the form of a username and password. It's important to note that the access we provide is intended solely for use within India, referred to as the "Territory.

You hold the responsibility for maintaining the security and confidentiality of this unique access authorization, including your username and password, at all times. It is strictly prohibited for third parties to use your credentials without our prior approval. You will bear the primary responsibility for any charges or fees incurred through the use of the credentials we provide to you. Additionally, we retain the right to impose a fee or modify the fee for any of the Services at our discretion, and we will notify you of such changes in advance. This clause outlines the terms and responsibilities associated with accessing and using our Services, emphasizing the importance of safeguarding your account credentials and acknowledging potential fees for our Services.

To the extent that a service supplied under these Terms is a software then, in addition to these Terms, that software will be supplied subject to the terms and conditions of the relevant license agreement applicable to it. Software license agreements may be packaged with the software, may be separately provided to you for execution or may require on-screen acceptance by you. You agree to use the software in accordance with the terms and conditions of the relevant license agreement. Where the term "supply" is used in these Agreement to refer to a software, such term means the sale and purchase of the license to use that software.

Vendor Services

Use of Vendor Services. We or Vendor may from time to time make Vendor Applications available to you, such as implementation, customization and other consulting services. Your acquisition of Vendor Applications or services, and any exchange of data between you and any Vendor, is solely between you and the applicable Vendor. We do not warrant or support Vendor Applications or other services, whether or not they are designated by us as

“certified” or otherwise, except as may be expressly specified in an Order. Subject to Integration with Vendor Services, no purchase of Vendor Applications or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

Vendor Services and Your Data. If you enable Vendor services for use with Services, you acknowledge that we may allow providers of those Vendor services to access Your Data as required for the interoperation of such Vendor services with the Services. We are not responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Vendor Application or its provider. You may allow a Vendor service provider to use or access the Services solely for purposes of providing services for you, provided that such service provider has contractually agreed to maintain the confidentiality of the Services under terms no less restrictive than as set forth, and you are responsible and liable for such service provider’s compliance with the terms of this Agreement governing such use.

Integration with Vendor Services. The Services may contain features designed to interoperate with Vendor services (e.g., email, text messaging, or customer relationship management applications). To use such features, you may be required to obtain access to such Vendor services from their providers or to grant us access to your account(s) on such Vendor services. We cannot guarantee the continued availability of such Service features, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a Vendor service ceases to make the Vendor service available for interoperation with the corresponding Service features in a manner acceptable to us.

Vendor Terms and Conditions. Certain components of the Services may be provided by Vendor and are subject to separate terms and conditions. You must agree to those terms and conditions before accessing or using such Services, and you must comply with such terms and conditions. We may modify, remove or replace such services from time to time.

Mobile Access to Cloud Service

At present, we do not offer mobile application services. However, we are actively considering the possibility of providing access to specific Cloud Services through mobile applications. These applications would be sourced from third-party or vendor websites, such as the Android and Apple app stores. The aim is to ensure that our services are easily accessible on mobile devices, particularly on the Google platform.

While we do not currently offer mobile applications, we are exploring this avenue to enhance the accessibility and convenience of our Cloud Services for users who prefer to utilize them on their mobile devices. We will keep our users informed of any developments regarding the availability of these mobile applications in the future.

On-Premise Components

The Cloud Service may incorporate on-premise components, subject to specific additional conditions communicated by Savex to you. It's important to note that the System Availability Service Level Agreement (SLA) does not extend to cover these on-premise components.

When it comes to on-premise components, you are only permitted to use them during the Service Term. The configuration and installation of these on-premise components are the responsibility of the partner, not Savex Technologies Private Limited.

4. Modification and Termination:

- a) We may modify the terms of these Agreement or our Services at any time and may impose new conditions applicable to the use of the Services in our sole discretion. It is your responsibility to check these Terms regularly. Any modification to these Terms will be effective once posted on the Site. Use of the Services after any such modification will signify your acceptance of such updated Terms. If any modification is unacceptable, you may stop using the Services.

We reserve the right to immediately terminate or suspend your access to the Services if:

- i. we stop offering the Service; or
 - ii. Breach of these Terms by you; or
 - iii. Use of the Services by you or your customers that could pose a risk to us or other users.
- b) If we determine, at our sole discretion, that you have acted inappropriately or in violation of these Terms, we may:
- i. Terminate your account; or
 - ii. Prohibit you from using the Services; or
 - iii. Take appropriate legal actions.
- d) **Consequences of Violation:**
- i. In case of violations, we may temporarily or permanently prevent you from using the Services.
 - ii. We may cancel the Services without a refund.
 - iii. We may pursue legal action against you.
 - iv. You may be subject to civil or criminal penalties and injunctive relief.
- e) **Disclaimer of Liability:**

We will not be liable for any claims that may arise from our suspension or termination of the Services.

Partners can also initiate the termination/cancellation of services, subject to the guidelines stipulated by Microsoft. The comprehensive details and procedures for service termination can be found herewith [New commerce experience cancellation policy - Partner Center | Microsoft Learn](#) This link contains essential information and guidelines that partners should adhere to when considering the termination/cancellation of services.

5. Intellectual Property

What is ours is ours and what is yours is yours, and nothing in these Terms or your use of the Services changes that. When you use the Services, you may provide things like files, content, messages, contacts and so on, that belong to you. The Terms do not give us any rights to your property except for the limited right to enable us to offer the Services. Likewise, the Services are protected by copyright, patent, trademark and land laws and regulations. These Terms do not grant you any right, title or interest in the Services, others' content in the Services, trademarks, logos or brand features and no license or ownership right in any intellectual property owned by us or the Vendor is transferred to you. Please take note that any property developed by you through the use our Services belong to us – this includes the development of service connectors (a software mechanism capable of processing requests that relates the Services to your or a third party's environment) used or developed for interacting with our Services. You acknowledge that the "Developed Property" shall be deemed "works made for hire" by you for us, and, therefore, shall vest in us and be the exclusive property of us and shall belong exclusively to us, with us having the sole right to obtain, and to hold in our name, patents, copyright registrations or trademark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

6. Order Policy

All orders for Services must comply with the terms of the Agreement and are subject to acceptance by Savex. An order will be deemed accepted only when Services are supplied, or a back-order or delivery delay is confirmed in writing by an authorized representative of Savex to the customer.

You will be liable for orders placed with Savex through your account, regardless of whether those orders were placed in accordance with the your authorisation or instructions. It is your responsibility to ensure that your account is only accessed and used by authorised personnel in accordance with any limits on their authority, and safeguarded from misuse by authorised or unauthorised individuals. Savex assumes no responsibility or liability for any consequences arising out of the same.

7. Order Cancellation

Order cancellations will be governed by the conditions specified in the Microsoft guidelines, which are made available to access through the link i.e. [New commerce experience cancellation policy - Partner Center | Microsoft Learn](#) It is important to refer to these guidelines for comprehensive information regarding the cancellation process and any associated terms and conditions. Savex will adhere to the cancellation procedures and policies outlined in the Microsoft guidelines as provided, and it will not be held responsible for any losses incurred due to the cancellation or termination of services.

8. Fees, Payment and taxes:

- a) In the Consumption Basis (Post Payment) model of Microsoft, customers/Partners are billed based on the actual usage of Azure services, and payment occurs after the services have been utilized. This pay-as-you-go approach offers businesses the flexibility to leverage Azure's cloud resources, including compute power, storage, and data transfer, without the need for upfront commitments or fixed subscription fees.

However, a critical aspect to consider in this model is that if usage exceeds the predefined limits or budgets, the responsibility for payment falls on the Partners. Partners who manage Azure/other services for customers may become liable for any additional charges incurred due to usage exceeding the agreed-upon thresholds.

- b) Pre (One-Time/Timely Subscription): This model involves making upfront payments or periodic subscription payments for a set amount of Azure/other services or resources. It is a prepaid model where you commit to a certain level of usage in advance, often with the advantage of cost savings or discounts compared to pay-as-you-go pricing.

The fees for the Services will be Savex's quoted price and are subject to change without prior notice. The payment terms for such fees may be set forth in and paid in accordance with the Order. If you fail to pay any fees when due, Savex shall be entitled, at its sole discretion, to: (i) call for all amounts owing by you to Savex on any account as being immediately due and payable together with legal costs of enforcement (ii) suspend provision of the Services to you or End User/Customer until you fulfill all of your pending obligations; (iii) charge you an interest rate of 18% per annum or the maximum amount permitted by law, whichever is higher; and/or (iv) terminate these terms and/or your access rights to the Services. If applicable, if you or End User exceeds the capacity or number of Users using the Services exceeds the number of Permitted Users designated in the applicable Order, in addition to Savex's other remedies, you will be charged additional fees, which will be reflected in the invoice. Unless otherwise stated in an Order, all payments made under this terms shall be in Indian Rupees. Fees are non-refundable.

Unless stated otherwise in these Agreement (or in writing by Savex's authorised representative), all prices quoted for Services are exclusive of all applicable taxes, handling, delivery, agents' charges and any other charge, duty or impost. You must pay Savex, on demand, any tax, fee and/or levy (other than income tax) payable under the terms of these Agreement, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services tax, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by you. You shall pay the full amount due to Savex under this clause and shall not deduct from that amount any tax in relation to purchase of the services. You shall reimburse Savex for any taxes Savex pays on your behalf.

9. Confidentiality and Data Protection:

You acknowledge that Savex has disclosed and may from time to time disclose Confidential Information to you. You must (a) only use the Confidential Information solely for the purposes relating to your orders; and (b) not disclose (whether directly or indirectly) to any third party the Confidential Information. If disclosure of Confidential Information to third parties is necessary, you will obtain from such third parties binding agreements to maintain in confidence the Confidential Information disclosed at least to the same extent as you are bound to protect Savex's Confidential Information under this clause.

You hereby grant us a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to you and/or your users that is processed using the Services (collectively, "Data") strictly for the limited purpose of providing the Services

to you and/or your users. If you are a reseller/partner, you agree that you have received proper consent from your customers to provide their information to us for use in connection with Services.

You shall obtain and maintain all necessary effective consents required under the Data Protection Laws for the collection, use, disclosure and transfer of Personal Data by Savex before You discloses or transfers any Personal Data to Savex;

Prior to obtaining information from end users/ Customers, obtain their legally valid permission or have another valid legal basis to Process their data and to transfer it to the other party. If obtaining user permission, such permission must comply with Laws as valid consent.

You shall protect the Personal Data in your possession or under your control by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks, which shall not be varied without Savex's prior written approval.

Upon the expiry or termination of the parties' relationship, you must cease to use and must return or destroy (as Savex may instruct) Confidential Information in its possession or control.

These terms do not extend to any information which is:

- (a) at the time of disclosure, rightfully known to or in the possession or control of you and which is not subject to an obligation or confidentiality;
- (b) public knowledge (otherwise than as a result of a breach of these terms or any other obligation of confidentiality);
- (c) approved in writing by an authorised officer of Savex to be disclosed; or
- (d) is independently developed by you without reference to the Savex's Confidential Information; or
- (e) required to be disclosed by a government authority or by relevant laws provided that notice of any such required disclosure is first given to Savex.

10. Disclaimer of Warranties

We strive to provide great Services, but there are things we cannot guarantee. Software are not warranted by Savex under these Terms. Such software is warranted in accordance with the relevant license agreements governing their use. Savex distributes its services through Microsoft. In the event of technical glitches or faults associated with the Microsoft platform, Savex disclaims liability. This means that if there are issues related to the underlying infrastructure or technical aspects of the Microsoft platform that affect the services provided by Savex, Savex is not responsible for those technical problems.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED. THE SERVICES ARE PROVIDED "AS IS." WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER SAVEX MAKES NO WARRANTIES FOR THIRD-PARTY PRODUCTS OR SERVICES.

SAVEX DOES NOT WARRANT THAT THE ORDER SYSTEM OR WEBSITE OR API WILL RUN ERROR-FREE OR BE FREE OF NON-TECHNICAL DEFECTS, WILL RUN WITHOUT INTERRUPTION, BE VIRUS FREE.

11. Limitation of Liability

WE DO NOT EXCLUDE OR LIMIT OUR LIABILITY TO YOU IF IT WOULD BE ILLEGAL TO DO SO. THIS INCLUDES ANY LIABILITY FOR OUR FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. In cases where liability can be limited, such liability will be capped at a maximum of 1/10 of the total fees paid under this agreement to Savex by Partner.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT Savex OR ITS AFFILIATES HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification:

You agree to indemnify, defend and hold us (Savex, and its officers, directors, employees, affiliates and assigns) and our suppliers harmless from and against any and all claims, demands, suits, judgment, losses of any nature whatsoever (including attorneys' fees) that might arise as a result of your breach of your obligations, access to or use of the Services in breach of these Terms.

13. Compliance:

Compliance with applicable Laws. You will conduct your business activities under the Agreement in full compliance with all applicable Laws. Without limiting the foregoing, You will:

- a) comply with all applicable import and export laws and regulations, including but not limited to, trade laws. You will not take any action that causes Savex to violate any trade laws. Savex may suspend or terminate the Agreement immediately to the extent that Savex reasonably believes that continued performance would violate trade laws or put it at risk of becoming subject to sanctions or penalties under trade laws; further You are solely responsible for compliance with Export Laws related to your or your customer data, including obtaining any required export authorizations for your or your customer data.
- b) comply with all data privacy applicable Laws including but not limited to Digital Personal Data Protection Act 2023;
- c) comply with Laws that govern the rights to and protection of the other party's copyrights, Marks, patents, trade secrets, and other forms of intellectual property;
- d) comply with anti-corruption Laws and other Laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering;

- e) obtain and maintain any required local government approvals, each at its own expense; and
- g) timely provide information, assistance, and cooperation (at the requesting party's commercially reasonable request and expense) as necessary to comply with Laws, or to register (or renew registration) or report to any governmental agency or certification body that regulates or certifies the use, licensing or distribution of Products.

14. Notices:

If you would like to communicate with us concerning our Services, including if you think that something in those Services infringes your rights, please notify us at the following address(es):

Email: sales.cloud@savex.in, info@savex.in

Post: Savex Technologies Private Limited

124, Maker Chambers III, 12th Floor,

Nariman Point, Mumbai – 400021

15. Waiver, Severability, Assignment and Survival:

Our failure to enforce a provision is not a waiver of our rights to do so. A waiver of any breach of these terms is not deemed a waiver of any other breach. If a provision is found invalid or unenforceable, the remaining provisions of the Terms will remain in full force and effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms and any such attempt will be void. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any provision required by its construction or required for rights and obligations enforcement, will survive termination, including, but not limited to, the indemnity provisions, limitations of liability and the survival terms of this section.

16. Relationship of the Parties:

(a) Non-Exclusive relationship. The parties are working together on a non-exclusive basis. Engagements between the parties will not be interpreted to limit either party's right to obtain, promote, or distribute products or services from other sources, and will not restrict either party's freedom to set prices for its products or services.

(b) Right to independent development. Neither party is restricted from independently developing or acquiring new products or services, improving existing products or services, or marketing any new, improved, or existing products or services.

(c) Independent contractors. Any use of the term "partner" is for reference purposes only. The parties are independent contractors and do not intend to create an employer-employee relationship, partnership, joint venture, agency relationship, or fiduciary relationship. Neither party nor any of its Representatives may make any representation, warranty, or promise on behalf of the other party.

(d) Costs. Each party will bear its own costs of performance under the Agreement, unless otherwise specified.

(e) Publicity. Except as otherwise required by Laws or as otherwise expressly authorized under the Agreement, neither party will issue any press release, publicity, or other disclosure in any form that relates to the terms of the Agreement or to a party's relationship with the other party, including in client presentations or client lists, without the other party's prior written approval.

17. Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of these terms. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

18. Governing Law and Jurisdiction

These terms and any claims (including any non-contractual claims) arising out of or in connection with these terms and its subject matter will be governed by and construed under the laws of India. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to these terms. These Terms are governed by the laws of India and the courts of Mumbai shall have exclusive jurisdiction to hear any disputes arising from or relating to these Terms.

19. Statute of Limitation

You must initiate a cause of action for any claim(s) relating to these terms and its subject matter within one (1) year from the date when you knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

20. Entire Agreement

These Terms constitute the entire agreement between you and us with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights. We reserve all rights not expressly granted in these Terms. Terms and conditions of any your order shall have no force and effect, even if Savex accepts or does not otherwise reject the order.

21. General

- a) **Monitoring of Services:** Savex reserves the right to monitor and audit the use of the Services under the agreement and to ensure compliance with these terms and applicable laws. This may include the monitoring of user activities, data traffic, and system usage.
- b) **Reporting Obligations:** You or Permitted Users of the Services may have reporting obligations as outlined in separate agreements or as required by law. You are

responsible for promptly reporting any suspicious or unauthorized activities to Savex.

- c) Anti-Piracy: The parties to this agreement acknowledge and agree that piracy, including but not limited to unauthorized copying, distribution, or use of intellectual property, software, or content, is strictly prohibited. If a party is found to be in breach of this Anti-Piracy Clause, the non-breaching party may seek remedies and damages available under applicable laws and this agreement. Remedies may include injunctive relief, monetary damages, or termination of this agreement.
 - d) Prohibition of Illegal Activity: You are explicitly prohibited from using the Services for any illegal activity and We reserve the right to monitor your activity at any time.
 - e) Security Policy: You agree to comply with the security policy of Microsoft, which can be accessed [Security best practices and patterns - Microsoft Azure | Microsoft Learn](#). Adherence to Microsoft's security policy is an essential requirement for using the Services. By accessing and utilizing the services, you acknowledge your commitment to maintaining the security standards set forth by Microsoft.
 - f) Any form of misuse or fraudulent usage of our Services is strictly prohibited. This includes, but is not limited to, unauthorized access, hacking, data breaches, identity theft, and any activities that violate the law or the terms outlined in this agreement. We take misuse and fraudulent activities seriously and reserve the right to take appropriate legal action and terminate access to the Services for partners or its customers or any entities found engaging in such behaviour. Protecting the integrity and security of our services is paramount, and we expect all users to uphold these standards.
 - g) The Partners acknowledge and agree, on behalf of their customers, that they shall be solely responsible for ensuring compliance with all Microsoft Policies, applicable laws, industry standards, and any other relevant regulations.
 - i. In the event that a customer, for whom the Partners are providing Services, does not adhere to the compliance requirements outlined in this agreement, the Partners shall be held liable for such non-compliance. The Partners agree to indemnify, defend, and hold Savex harmless against any and all losses, damages, liabilities, costs, and expenses, including but not limited to legal fees and fines, arising from or in connection with any non-compliance by the Partners' customers. This indemnification shall encompass all losses incurred by Savex, whether direct, indirect, consequential, or otherwise, arising from such non-compliance.
 - ii. The Partners shall promptly notify Savex in writing in the event they become aware of any non-compliance by their customers with the specified compliance requirements.
 - iii. The Partners shall cooperate fully with Savex in any legal or regulatory proceedings, investigations, or claims related to the non-compliance of their customers, including providing any necessary information or documentation.
 - iv. Nothing in this clause shall limit or exclude any liability that cannot be limited or excluded under applicable law.
 - h) **The privacy practices of this Site is governed by the privacy statement available at [\[link\]](#). Please refer to the [link](#) for detailed information on how we collect, use, and protect your personal data.**
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