

SCOGO FOR BUSINESS TERMS AND CONDITIONS :-

As of September 25 2018

These Scogo for Business terms and conditions (the "Agreement") are entered into by and between the company identified within this sign-up page ("Partner") and Scogo Networks , a private limited company incorporated under the laws of the India with a company identity number of U72900MH2018PTC309883 and registered address 6th Floor, Reliabels Business Centre Commercial Premises Anand Nagar Jogeshwari West, Mumbai, Maharashtra 400102, INDIA("Scogo Networks"). Capitalised terms used herein shall have the meaning ascribed to them in this Agreeem

This Agreement sets forth the terms under which a Customer may utilise the Scogo Service, terms may be modified or updated by Scogo Networks from time to time. Scogo Networks will provide Partner with a notice of any such modifications or updates via email and/or the Dashboard, and Partner is responsible for regularly reviewing the Agreement. Continued use of Scogo Networks after any such modifications or updates shall constitute Customer's/Partner's consent to such changes.

(1) . DEFINITIONS

- "Active Account" shall have the meaning set forth in Section 2.3.
- "Administrator" shall have the meaning set forth in Section 3.1.
- "Billing" shall mean an enterprise billing and payment process for the Service provided by Scogo Partner to Scogo's End Customer through any Scogo Networks approved form of payment or payment process.
- "Dashboard" shall have the meaning set forth in Section 3.1.
- "Dashboard Data" shall have the meaning set forth in Section 3.1.
- "Data Protection Law" means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of India
- "End User Terms" shall mean the terms and conditions applicable to all users of the Scogo Networks Service.
- "Linking Data" shall have the meaning set forth in Section 2.4.
- "Personal Data" means any information Partner obtains from Scogo Networks in connection with this Agreement that can reasonably be used to identify an individual, including but not limited to Dashboard Data as defined in Section 3.1, or that may otherwise be considered personal data.
- "User" shall have the meaning set forth in Section 2.3.
- "Service Fee" shall mean the service fees payable by Scogo Networks to the Partner upon completion of the service as set forth Scogo Platform.
- "Term" shall have the meaning set forth in Section 6.1.
- "Scogo Networks Service" shall mean Scogo Networks's technology platform that enables Partner's users to service orders listed on Scogo Platform.

(2).PROVISION OF SERVICES

2.1 Access to Services.

Upon execution of this Agreement, Scogo Networks will establish a Partner corporate account that will enable Partner to provide authorised Users with Active Accounts. As part of the corporate account. Subject to Partner's compliance with this Agreement, Scogo Networks agrees to use commercially reasonable efforts to provide the Scogo Networks Service to Partner and their Users as set forth herein.

2.2 Scogo Networks Policies.

PARTNER ACKNOWLEDGES AND AGREES THAT THE SCOGO NETWORKS SERVICE IS A TECHNOLOGY PLATFORM THAT ENABLES ACCESS SERVICE REQUESTS FROM ENTERPRISE CUSTOMERS OF SCOGO NETWORKS WHICH THEY CAN CHOOSE TO SERVICE. PARTNER ACKNOWLEDGES THAT SCOGO NETWORKS IS NOT THE END CUSTOMER.

2.3 Active Account Required.

(a) Partner acknowledges and agrees that before an individual authorised by Customer/Partner ("FE/Administrator") can use Scogo Networks Service pursuant to this Agreement, such User must

(i) register for and maintain during the Term an active personal user account for the Scogo Networks Service, which registration requires the entry of certain Proposed User personal data and if required a bank account details, and

(ii) confirm the mobile number provided during the registration process ("Active Account").

(ii) confirm the mobile number provided during the registration process ("Active Account").

iii) By accepting the terms set hereunder, Partner acknowledges and approves Scogo Networks' collection and use of any personal data, location data and bank account details to establish an Active Account shall be as set forth on the Scogo Networks Privacy Policy.

(b) Partner acknowledges that certain Proposed Users may be suspended or banned from use of the Scogo Networks Service due to future or past violations of the End User Terms ("Violations"), and that Scogo Networks shall have no obligation or liability related to a Proposed User that is unable to obtain or maintain an Active Account for the purposes of Billing hereunder due to Violations.

2.4 Account Linking

(a) To enable Billing, Partner must provide Scogo Networks with

(i) Active Account holder's full name,

(ii) the Active Account holder's email address, and

(iii) other identifying information about the Active Account holder as reasonably requested by Scogo Networks ("Linking Data"). Scogo Networks will use the Linking Data provided by Partner for the purpose of (x) authenticating the identified Active Account holder and linking such Active Account with the Billing option, and (y) verifying the Billing status from time to time during the Term.

2.5 Responsibility for User Activity. Partner agrees that

(a) Partner is responsible for all actions undertaken Partner's User

(b) Charges may be subject to price changes at any time, including, without limitation, occasional increases during periods of high demand as further described in the End User Terms. Further, Customer agrees that Scogo Networks shall not be responsible for Charges incurred by a Customer User. Finally, as between Customer and Scogo Networks, Customer shall be responsible for the Charges incurred due to fraudulent or other unpermitted activity on the part of Customer User's use of Scogo Networks Service. Customer shall notify Scogo Networks promptly upon discovery of fraudulent or unpermitted activity occurring under Customer's account.

2.6 Restrictions.

Partner agrees to, and to cause all Partner Users to, use the Scogo Networks Service solely as set forth in this Agreement and the End User Terms; provided, however, that in the event of a conflict between this Agreement and the End User terms with respect to Partner or any authorised Partner User employing Billing with the Scogo Networks Service, the terms of this Agreement shall control. Scogo Networks reserves the right to suspend participation to Participation and/or any Partner Users for violations of this Agreement or the End User Terms. Partner shall not, and shall not authorise others to,

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a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Scogo Networks Service except to the extent allowed by applicable law,

(c) upcharge, increase or otherwise modify the Charges as calculated through the use of the Scogo Networks Service or

(d) impose any additional fees or charges on a User related to use of the Scogo Networks Service. Scogo Networks reserves all rights not expressly granted to Partner or Partner Users under this Agreement. 3. ACCOUNT ADMINISTRATION

3.1 Customer Dashboard. Partner Dashboard. Partner shall be provided with access to Scogo Networks's Dashboard ("Dashboard"). Scogo Networks's primary contact with Partner shall be by way of Partner's administrator set forth on the account creation form associated with this Agreement ("Administrator/SI"). Scogo Networks will inform the Administrator/SI of Dashboard login credentials. The Dashboard will enable Partner to

(a) view a current list of User' requests that have been accepted/in-progress, Payments, FE list

(b) provide additional Linking Data to invite additional Users or FE,

(c) revoke any Partner User's access,

(d) view detailed project information, which may include, without limitation. Partner agrees to use Dashboard Data solely for legitimate business purposes including, but not limited to, Providing SI Service, accounting, and Payments. Scogo Networks reserves the right to add, remove and update features and functionality of the Dashboard at any time. 3.2 Field Engineers/FEs Partner may appoint additional FEs at its discretion, and Scogo Networks will cooperate with Partner to inform new FEs of login credentials. Partner agrees to

(a) maintain all login credentials in confidence,

(b) only permit the FE and Partner's authorised administrators to access the Dashboard, etc and

(c) update all information of the FE and other authorised administrators to ensure that it is current, accurate, and complete. Partner shall be responsible for all activity that occurs under its Dashboard login credentials. 3.3 Partner User Updates.

It is Partner's sole responsibility to keep and maintain an accurate list of current authorised Users entitled to access to Scogo Platform. Scogo Networks may review the current list of Customer Users from time to time to maintain and support the Scogo Networks Service and ensure compliance with this Agreement.

4. PRIVACY AND DATA SECURITY

4.1 Roles of Parties

Scogo Networks is the data controller of the Personal Data (which includes Dashboard Data) and the processor of Job related Data. Scogo Networks determines the purposes and means of processing for the Personal Data and Dashboard Data. Each Party will individually inform data subjects; and will comply with the obligations applicable under the Data Protection Law with respect to the processing of Personal Data, Dashboard Data and Linking Data.

4.2 Data Restrictions.

Partner agrees that any Data obtained in connection with this Agreement shall be used solely in connection with the use of the Scogo Networks Services, and for no other purpose, unless expressly authorised in writing by Scogo Networks. Partner shall not use any data in any way that harms Scogo Networks or that benefits a competitor of Scogo Networks. Partner agrees that it shall not disclose

5. FEES AND PAYMENTS

5.1 Payments

To be informed by Scogo Networks from time to time.

(i) All payments shall be made through NEFT/RTGS/UPI/Wallet, as mutually agreed from time to time.

(ii) Scogo Networks is authorized to make deductions from the Payment which includes the following:

(a) Tax Deduction at Source (TDS) as per the Income Tax Act, 1961, where applicable

(b) GST will be applicable for all transactions

(c) and any other amounts due and payable by Scogo networks as per applicable law.

(iii) Scogo Networks reserves the right to change the rates and payment terms between the Partner and Scogo Networks mentioned in this Segment at any given point in time, which shall be notified to the Partner

(iv) Notwithstanding anything contained in this Agreement, where Scogo Networks has reason to believe that any charges/debits in respect of the Fee have been fraudulently incurred ("Suspect Charge"), Scogo Networks will always be entitled to deduct an amount equivalent to Suspect Charge from the Payment or in the event of insufficient Payment Amount, Scogo Networks will be entitled to require the Partner to remit the Suspect Charge in cash with Scogo Networks

(v) The Billing payments to be done by Scogo Networks will be made within 30 days of the Project completion and sign-off to the Partner.

6. TERM AND TERMINATION

6.1 Term.

This Agreement shall commence on the Effective Date and shall remain in effect until terminated as set forth herein (the "Term").

6.2 Termination.

Either party may terminate this Agreement with or without cause upon ten (10) days' advance written notice to the other party. All outstanding payment obligations and Sections 4- and 10 of these Terms shall survive the termination of this Agreement.

7. WARRANTY AND DISCLAIMER OF LIABILITY

7.1 Mutual Warranties.

Each party represents and warrants that:

- (a) such party has the full right, power and authority to enter into this Agreement and
- (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party.

7.2 Warranties.

Partner represents and warrants that:

- (a) Partner has all rights and permissions necessary to provide Scogo Networks with the information hereunder in connection with the Scogo Networks Service
- (b) Partner has obtained legally-adequate consent from Users, FEs and other Administrators as necessary to provide Scogo Networks with any personal data in connection with the Scogo Networks Service and Billing,
- (c) Partner is in compliance, and shall remain in compliance during the Term of the Agreement, with all applicable local, city, state, federal, national, and international laws, rules and regulations relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security.

8. LIMITATIONS OF LIABILITY

OTHER THAN WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL SCOGO NETWORKS OR PARTNER BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SCOGO NETWORKS OR PARTNERS (OR THEIR

AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE GREATER OF ONE MILLION INR (₹1,000,000).

9. PROPRIETARY RIGHTS.

9.1 Ownership.

Scogo Networks and its affiliates are and shall remain the owners of all right, title and interest in and to the Scogo Networks Service and Dashboard Data including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to Customer or any User or FE in connection with this Agreement.

10. GENERAL CONDITIONS

10.1 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION :-

If any dispute arises between Customer, Partners and Scogo Networks, in connection with, or arising out of, these T&C, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by Scogo Networks. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

10.2 Notices :-

Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving Party at the relevant addresses set forth in this T&C:

(i). By electronic mail : Scogo: info@Scogo networks.in; Customer/Partner: As provided during agreement.

(ii). By SMS sent to mobile number at: Scogo Networks : Not Applicable; Customer/Partner: As provided during agreement.

(iii). By hand, against a written acknowledgement of receipt by the receiving Party. Scogo Networks : 6th Floor, Reliables Business Centre Commercial Premises Anand Nagar Jogeshwari West, Mumbai, Maharashtra 400102, INDIA; Transport Service Provider: As provided during agreement.

10.3 Force Majeure :-

Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by Acts of God, strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

10.4 Severability :-

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.5 Assignment :-

This Agreement is not transferable and may not be assigned by Partner, in whole or in part, without the prior written consent of Scogo Networks. Notwithstanding anything contained in this clause 10.5, either party may assign this Agreement without such consent, but with notice to the other, in connection with a merger or a sale of all of the equity or assets of said party. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

10.6 Legal Fees :-

In any litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Agreement.

10.7 Headings :-

Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

10.8 Independent Contractor :-

Scogo Networks and Partners are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other. Partner hereby represents that the individual clicking to accept this Agreement is authorised by Partner to bind, and does hereby bind, Partner to the terms hereof.

Annex 1 - Data Processing Agreement Linking Data

1. PROCESSING OF LINKING DATA

1.1. Roles of Parties. For purposes of this Agreement, Scogo Networks is processor of Linking Data, and Customer is controller.

1.2. Compliance with Laws. Each Party shall, and is responsible for, its compliance with applicable Data Protection Laws in connection with the processing of Linking Data.

1.3. Limitation on Processing. Scogo Networks shall not process any data in connection with the performance of its responsibilities under this Agreement, except (1) such data as is necessary to perform such responsibilities, and solely for the purpose of performing such responsibilities (including to the extent required to satisfy legal requirements relating thereto); or (2) as otherwise instructed in writing by Partner

2. RIGHTS AND OBLIGATIONS Scogo Networks

2.1. Audits. Partner will maintain all relevant books, records and accounts relating to the Services provided by them and payments collected. Upon reasonable notice, Scogo Networks may audit, or may appoint a qualified independent auditor to audit, the books and records of the

Customer/Partner to verify the accuracy of the amount of payments collected by them. If such audit reveals any discrepancies with respect to the payment collected and submitted to Scogo Networks, then in addition to Scogo Networks retaining the right to exercise other remedies, may require the Partner to promptly pay Scogo Networks an amount equal to the discrepancy and may ask for an additional amount as fine from the Partner.

2.2. Data Subject Rights. Scogo Networks shall forward any data subject request from a data subject relating to Partner. Scogo Networks shall provide all reasonable cooperation necessary to fulfill a data subject request from a data subject.

3. RIGHTS AND OBLIGATIONS OF Scogo Networks

3.1. Scogo Networks Personnel. Scogo Networks shall limit access to data by its employees or agents (Personnel) to those Personnel who require access to data to perform their roles and responsibilities in connection with Scogo Networks's processing of data.

3.2. Security and Confidentiality Measures. Each party shall take and maintain appropriate technical, physical and organisational measures to secure and maintain the confidentiality of Linking Data, and to protect Linking Data against Information Security Incidents.

4. DATA SECURITY INCIDENTS

4.1. Notice. Scogo Networks shall notify Partner within 48 hours of discovering that an information security incident has occurred or is reasonably likely to occur.

5. CONFIDENTIALITY

Partner acknowledges that pursuant to this T&C, Partner will have access to confidential information of Scogo Networks and its affiliates which has been provided by Scogo Networks.

Partner undertakes to keep confidential all data and other confidential information of Scogo Networks and shall not sell or otherwise make that information available to any third parties.

Except as otherwise agreed, the data of Customer/Projects/Assets will be the exclusive property of Scogo Networks and Partner will not use the same for his own purpose or distribute such data in any form or means except for the purpose of this T&C and shall keep it confidential at all times.

6. SURVIVAL

6.1. Termination and Survival. This Agreement and all provisions herein shall survive so long as, and to the extent that, Scogo Networks processes or retains Linking Data.

7. RETENTION
Prohibited Processing. Scogo Networks shall retain data for only so long as necessary to perform its obligations under the Agreement, unless otherwise required under applicable laws. Upon termination or expiration of the Agreement or earlier as requested by Partner, Scogo Networks shall deliver to destroy all data, except for such information as must be retained under applicable law.

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"Dashboard" shall have the meaning set forth in Section 3.1.

"Dashboard Data" shall have the meaning set forth in Section 3.1.

"Data Protection Law" means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of India

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(ii) confirm the mobile number provided during the registration process ("Active Account").

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(b) Partner acknowledges that certain Proposed Users may be suspended or banned from use of the Scogo Networks Service due to future or past violations of the End User Terms ("Violations"), and that Scogo Networks shall have no obligation or liability related to a Proposed User that is unable to obtain or maintain an Active Account for the purposes of Billing hereunder due to Violations.

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Partner shall not, and shall not authorise others to,

(a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Scogo Networks Service except to the extent allowed by applicable law,

(b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Scogo Networks Service or to any unaffiliated third party,

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(vi) Notwithstanding anything contained in this Agreement, where Scogo Networks has reason to believe that any charges/debits in respect of the Fee have been fraudulently incurred ("Suspect Charge"), Scogo Networks will always be entitled to deduct an amount equivalent to Suspect Charge from the Payment or in the event of insufficient Payment Amount, Scogo Networks will be entitled to require the Partner to remit the Suspect Charge in cash with Scogo Networks

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- (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party.

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Partner represents and warrants that:

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- (c) Partner is in compliance, and shall remain in compliance during the Term of the Agreement, with all applicable local, city, state, federal, national, and international laws, rules and regulations relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security.

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OTHER THAN WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL SCOGO NETWORKS OR PARTNER BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SCOGO NETWORKS OR PARTNERS (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE GREATER OF ONE MILLION INR (₹1,000,000).

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Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving Party at the relevant addresses set forth in this T&C:

- i. By electronic mail : Scogo: info@Scogo networks.in; Customer/Partner: As provided during agreement.
- ii. By SMS sent to mobile number at: Scogo Networks : Not Applicable;Customer/Partner: As provided during agreement.
- iii. By hand, against a written acknowledgement of receipt by the receiving Party. Scogo Networks : 6th Floor, Reliabels Business Centre Commercial Premises Anand Nagar Jogeshwari West, Mumbai, Maharashtra 400102, INDIA; Transport Service Provider: As provided during agreement.

10.3 Force Majeure:-

Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by Acts of God, strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party

10.4 Severability:-

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.5 Assignment:-

This Agreement is not transferable and may not be assigned by Partner, in whole or in part, without the prior written consent of Scogo Networks. Notwithstanding anything contained in this clause 10.5, either party may assign this Agreement without such consent, but with notice to the other, in connection with a merger or a sale of all of the equity or assets of said party. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

10.6 Legal Fees:-

In any litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Agreement.

10.7 Headings :-

Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

10.8 Independent Contractor:-

Scogo Networks and Partners are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other. Partner hereby represents that the individual clicking to accept this Agreement is authorised by Partner to bind, and does hereby bind, Partner to the terms hereof.

Annex 1 - Data Processing Agreement Linking Data

1. PROCESSING OF LINKING DATA

1.1. Roles of Parties. For purposes of this Agreement, Scogo Networks is processor of Linking Data, and Customer is controller.

1.3. Limitation on Processing. Scogo Networks shall not process any data in connection with the performance of its responsibilities under this Agreement, except (1) such data as is necessary to perform such responsibilities, and solely for the purpose of performing such responsibilities (including to the extent required to satisfy legal requirements relating thereto); or (2) as otherwise instructed in writing by Partner

2. RIGHTS AND OBLIGATIONS Scogo Networks

2.1. Audits. Partner will maintain all relevant books, records and accounts relating to the Services provided by them and payments collected. Upon reasonable notice, Scogo Networks may audit, or may appoint a qualified independent auditor to audit, the books and records of the Customer/Partner to verify the accuracy of the amount of payments collected by them. If such audit reveals any discrepancies with respect to the payment collected and submitted to Scogo Networks, then in addition to Scogo Networks retaining the right to exercise other remedies, may require the Partner to promptly pay Scogo Networks an amount equal to the discrepancy and may ask for an additional amount as fine from the Partner.

2.2. Data Subject Rights. Scogo Networks shall forward any data subject request from a data subject relating to Partner. Scogo Networks shall provide all reasonable cooperation necessary to fulfill a data subject request from a data subject.

3. RIGHTS AND OBLIGATIONS OF Scogo Networks

3.1. Scogo Networks Personnel. Scogo Networks shall limit access to data by its employees or agents (Personnel) to those Personnel who require access to data to perform their roles and responsibilities in connection with Scogo Networks's processing of data.

3.2. Security and Confidentiality Measures. Each party shall take and maintain appropriate technical, physical and organisational measures to secure and maintain the confidentiality of Linking Data, and to protect Linking Data against Information Security Incidents.

4. DATA SECURITY INCIDENTS :-

4.1. Notice. Scogo Networks shall notify Partner within 48 hours of discovering that an information security incident has occurred or is reasonably likely to occur.

5. CONFIDENTIALITY :-

Partner acknowledges that pursuant to this T&C, Partner will have access to confidential information of Scogo Networks and its affiliates which has been provided by Scogo Networks.

Partner undertakes to keep confidential all data and other confidential information of Scogo Networks and shall not sell or otherwise make that information available to any third parties.

Except as otherwise agreed, the data of Customer/Projects/Assets will be the exclusive property of Scogo Networks and Partner will not use the same for his own purpose or distribute such data in any form or means except for the purpose of this T&C and shall keep it confidential at all times.

6. SURVIVAL :-

6.1. Termination and Survival. This Agreement and all provisions herein shall survive so long as, and to the extent that, Scogo Networks processes or retains Linking Data

7. RETENTION :-

Prohibited Processing. Scogo Networks shall retain data for only so long as necessary to perform its obligations under the Agreement, unless otherwise required under applicable laws. Upon termination or expiration of the Agreement or earlier as requested by Partner, Scogo Networks shall deliver to destroy all data, except for such information as must be retained under applicable law.