



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

**Certificate No.** : IN-KA36489909362212U  
**Certificate Issued Date** : 04-Jun-2022 04:47 PM  
**Account Reference** : NONACC (FI)/ kacrsfl08/ INDIRA NAGAR5/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0897478634943473U  
**Purchased by** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Description of Document** : Article 5(J) Agreement (In any other cases)  
**Property Description** : TRANSITION SERVICES AGREEMENT  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Second Party** : TIMES INTERNET LIMITED  
**Stamp Duty Paid By** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Stamp Duty Amount(Rs.)** : 200  
(Two Hundred only)



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**Statutory Alert:**

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**Certificate No.** : IN-KA36490306401256U  
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**Account Reference** : NONACC (FI)/ kacrsf108/ INDIRA NAGAR5/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0897473947719692U  
**Purchased by** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Description of Document** : Article 5(J) Agreement (In any other cases)  
**Property Description** : TRANSITION SERVICES AGREEMENT  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Second Party** : TIMES INTERNET LIMITED  
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INDIA NON JUDICIAL GOVERNMENT OF KARNATAKA



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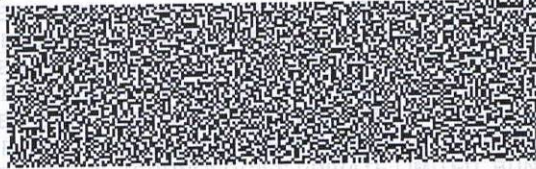
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Rs. 200

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Certificate No. : IN-KA36485835946579U  
Certificate Issued Date : 04-Jun-2022 04:44 PM  
Account Reference : NONACC (FI)/ kacrsfl08/ INDIRA NAGAR5/ KA-BA  
Unique Doc. Reference : SUBIN-KAKACRSFL0897523446970623U  
Purchased by : BUNDL TECHNOLOGIES PRIVATE LIMITED  
Description of Document : Article 5(J) Agreement (In any other cases)  
Property Description : ARBITRATION  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : BUNDL TECHNOLOGIES PRIVATE LIMITED  
Second Party : TIMES INTERNET LIMITED  
Stamp Duty Paid By : BUNDL TECHNOLOGIES PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 200  
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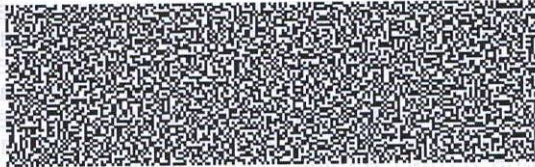
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**Government of Karnataka**

Rs. 200

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**Certificate No.** : IN-KA36491843682240U  
**Certificate Issued Date** : 04-Jun-2022 04:49 PM  
**Account Reference** : NONACC (FI)/ kacrsf108/ INDIRA NAGAR5/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0897322222338335U  
**Purchased by** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Description of Document** : Article 29 Indemnity Bond  
**Description** : INDEMNITY  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Second Party** : TIMES INTERNET LIMITED  
**Stamp Duty Paid By** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Stamp Duty Amount(Rs.)** : 200  
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**DATED JULY 1, 2022**

**TRANSITION SERVICES AGREEMENT**

**BETWEEN**

**TIMES INTERNET LIMITED**

**AND**

**BUNDL TECHNOLOGIES PRIVATE LIMITED**

**TABLE OF CONTENTS**

<b>1. DEFINITIONS.....</b>	<b>1</b>
<b>2. EFFECTIVE DATE .....</b>	<b>4</b>
<b>3. OBJECTIVE .....</b>	<b>4</b>
<b>4. SCOPE OF SERVICES .....</b>	<b>4</b>
<b>5. CONSIDERATION .....</b>	<b>6</b>
<b>6. COVENANTS .....</b>	<b>6</b>
<b>7. TAXES .....</b>	<b>8</b>
<b>8. REPRESENTATIONS AND WARRANTIES.....</b>	<b>8</b>
<b>9. INDEMNITY .....</b>	<b>8</b>
<b>10. GOVERNING LAW AND DISPUTE RESOLUTION .....</b>	<b>11</b>
<b>11. CONFIDENTIALITY .....</b>	<b>11</b>
<b>12. TERM AND TERMINATION.....</b>	<b>12</b>
<b>13. NOTICES .....</b>	<b>13</b>
<b>14. MISCELLANEOUS .....</b>	<b>13</b>
<b>SCHEDULE I : SCHEDULE OF SERVICES.....</b>	<b>11</b>
<b>SCHEDULE II : DETAILS OF LAPTOPS .....</b>	<b>19</b>
<b>SCHEDULE III : CONSIDERATION FOR TRANSITION SERVICES .....</b>	<b>28</b>

## TRANSITION SERVICES AGREEMENT

This **Transition Services Agreement** (“**Agreement**”) is made at Bangalore, Karnataka on this 1<sup>st</sup> day of July 2022 by and between (“**Execution Date**”):

**TIMES INTERNET LIMITED**, a public company duly incorporated and validly existing under the laws of India, having its registered office at Express Building, 9-10 Bahadurshah Zafar Marg, New Delhi, 110002, India (hereinafter referred to as, the “**Service Provider**” which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns);

**and**

**BUNDL TECHNOLOGIES PRIVATE LIMITED**, a private limited company duly incorporated and validly existing under the laws of India, having its registered office at No.55 Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bangalore Karnataka 560103, India (hereinafter referred to as the “**Service Recipient**”, which expression shall be deemed to mean and include its successors and permitted assigns).

The expressions the “**Service Provider**”, the “**Service Recipient**” shall collectively be referred to as the “**Parties**” and any of them individually shall be referred to as “**Party**”.

### WHEREAS:

- (A) The Service Recipient, directly or through it’s Affiliates is involved in the business of, *inter alia*, (i) operating an online marketplace, through its website and application for mobile and handheld devices, that enables transactions between participant restaurants/merchants and customers, and also enabling delivery and other allied services, (ii) running the cloud kitchens, (iii) undertaking business-to-business transactions relating to food and beverage items and packaging materials (“**Business**”).
- (B) The Service Provider, the Service Recipient and certain other parties have entered into a Business Transfer Agreement dated May 12, 2022 pursuant to which the Undertaking, has been transferred to the Service Recipient as a going concern, on a slump exchange basis, as on date, in accordance with the terms thereof (“**Business Transfer Agreement**”).
- (C) In connection with the transactions contemplated by the Business Transfer Agreement, and for the purposes of ensuring continuity of, and to minimize disruption of the operation of the Undertaking, the Service Provider has agreed to provide to the Service Recipient, the Transition Services (*as defined below*) commencing on the Execution Date, and the Service Recipient has agreed to receive such Transition Services on the terms and conditions of this Agreement.

**IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY ACKNOWLEDGED, THE SERVICE PROVIDER AND THE SERVICE RECIPIENT AGREE AS FOLLOWS:**

### 1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meaning assigned to them hereunder:

“**Additional Services**” shall have the meaning ascribed to the term under Clause 4.3;

“**Advance Tranche 1**” shall mean an amount of INR 1,74,86,000 (Indian Rupees One Crore Seventy Four Lakhs Eighty Six Thousand);

“**Advance Tranche 2**” shall mean such amount as may be mutually agreed between the Parties, in writing prior to the Advance Tranche 2 Payment Date;

“**Advance**” shall collectively mean the Advance Tranche 1 and Advance Tranche 2;

“**Advance Tranche 2 Payment Date**” shall mean the date that is 15 (Fifteen) Business Days after the Execution Date;

“**Affiliate(s)**” shall mean with respect to any Party, any Person that, alone or together with any other Person, directly or indirectly Controls, is Controlled by, or is under common Control with, such Party and in case of a Party being a natural person, shall, in addition, also include a “relative” (as such term is defined in the Companies Act) of such Person.

“**Applicable Law**” or “**Law**” shall mean (i) statutes, enactments, acts of legislature, laws, regulations, ordinances, notifications directives, guideline or rules, or any orders by any Governmental Authority in India and having the force of law in India; (ii) any similar form of decision of, or determination as mentioned in (i) above, by any Governmental Authority in India and having the force of law in India; or (iii) any interpretation or adjudication having the force of law of any of the foregoing, by any Governmental Authority in India, in each case having jurisdiction over the matter in question and to the extent applicable to the matter in question;

“**Business Day**” shall mean any day other than a Saturday or a Sunday on which scheduled commercial banks are open for business in National Capital Region (India) and Bangalore (India);

“**Claim**” shall have the meaning ascribed to it in Clause 9.2;

“**Consideration**” shall mean: (i) the Advance; and (ii) the fees payable by the Service Recipient to the Service Provider, excluding reasonable out of pocket costs and reasonable expenses incurred by the Service Provider that are specified as reimbursable expenses in this Agreement, in connection with the provision of the Transition Services and exclusive of GST and other Taxes, in each case in accordance with the amounts and usage set out in **Schedule I** against each Transition Service and which shall be paid in the manner set out in **Schedule III**. It is clarified that the term “Consideration” shall also include the consideration to be paid by the Service Recipient to the Service Provider in lieu of any Additional Services provided to the Service Recipient, on such terms as may be mutually agreed between the Parties;

“**Control**” with respect to any Person, shall mean directly or indirectly, either acting individually or acting in concert with other Persons,: (a) owning or controlling more than 50% (Fifty Percent) of the share capital and/or voting rights of the Person; or (b) having the right to appoint a majority of the directors to the board or other governing body of the Person; or (c) having the ability to control the composition of the board, management or policy decisions of the controlled entity, in each case whether by way of shareholding or management rights, contracts or otherwise and the terms “**Controlling**” and “**Controlled**” shall be correspondingly construed;

“**Dispute**” shall have the meaning ascribed to it in Clause 10.1;



“**Governmental Authority**” shall mean: (i) any supra-national, national, state, city, municipal, county or local government, governmental authority or political subdivision thereof; (ii) any agency or instrumentality of any of the authorities referred to in clause (i) above; (iii) any regulatory or administrative authority, body or other similar organisation, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organisation have the force of Law; (iv) any court or tribunal having jurisdiction, any other judicial, quasi-judicial, regulatory authority, or arbitrator(s) in an arbitration to which any Party is or has ever been a party; and (v) the governing body of any stock exchange(s), in each case having jurisdiction over the Person or matter in question;

“**Information**” shall have the meaning ascribed to it in Clause 11.1;

“**Loss**” or “**Losses**” shall mean direct loss, damage, liability, obligation, demand, fine, penalty, interest, fee (including any reasonable legal fee, expert fee, accounting fee or advisory fee), charge, expenses, but excludes all remote, incidental, special, exemplary, punitive, special, indirect or consequential losses, loss of opportunity, speculation losses, loss of goodwill, loss of revenue or opportunity cost;

“**Person**” shall include an individual, sole proprietorship, partnerships (whether limited or unlimited, registered or unregistered), company, body corporate, Hindu undivided family, joint venture, society, trust, unincorporated or unregistered associations of persons, Governmental Authority, or other entity; in each case whether or not having a separate legal or juristic personality and treated as a Person under Applicable Law;

“**Primary Term**” shall mean the term identified as ‘Primary Term’ with respect to each Transition Service, under **Schedule I**;

“**Secondary Term**” shall mean the term identified as ‘Secondary Term’ with respect to each Transition Service, under **Schedule I**;

“**Service Laptops**” shall mean such laptops as identified in **Schedule II**;

“**Service Term**” shall mean the period beginning from the Execution Date and ending on the date on which the provision of the all the Transition Services in completed in accordance with the terms of this Agreement, being no later than the Secondary Term and with respect to the Fixed Services shall mean at least the Minimum Term or such other extended period as may be mutually agreed between the Parties in writing;

“**Services Manager**” shall have the meaning ascribed to it in Clause 6.6;

“**Tax**”, “**Taxes**” or “**Taxation**” means all forms of direct and indirect taxes, duties, levies, imposts, including without limitation corporate income tax, withholding tax, minimum alternate tax, goods & services tax, value added tax, , service tax, capital gains tax and other transaction taxes, real estate taxes, registration taxes, transfer taxes, environmental taxes, other municipal taxes and duties and any other type of surcharge, cess, taxes or duties, and any interest, penalties, surcharges or fines relating thereto. It is clarified that any stamp duty shall not be considered as ‘Tax’ for the purposes of this definition;

“**Transferred Employees**” shall have the meaning ascribed to such term under the Business Transfer Agreement;

“**Transition Services**” shall mean the services set out in **Schedule I**, and shall include any Additional Services provided by the Service Provider in accordance with the terms of this Agreement;

“**Undertaking**” shall have the meaning ascribed to such term under the Business Transfer Agreement;

“**Undertaking Insurance Policy**” shall have the meaning ascribed to such term under the Business Transfer Agreement;

1.2. In this Agreement, unless the context otherwise requires:

- (i) words in the singular shall include words in the plural and words in the plural shall include the singular;
- (ii) the headings and sub-headings used in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions;
- (iii) reference to any one gender would include a reference to any other gender;
- (iv) references to Clauses, Schedules and Parties herein are references to the articles or schedule of, and parties to, this Agreement;
- (v) reference to any agreement or contract shall be construed as reference to such agreement or contract as amended, modified or supplemented from time to time;
- (vi) references in this Agreement to any statutory provisions shall be construed as references to those provisions as amended, modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification);
- (vii) any Schedule and Exhibit attached hereto shall form an integral part of this Agreement and all words and expressions used in any Schedule and Exhibit shall have the same meaning as defined herein, unless repugnant to the context or meaning thereof; and
- (viii) any capitalised term used in this Agreement but not otherwise defined shall have the meaning ascribed to such term in the BTA.

## 2. **EFFECTIVE DATE**

This Agreement shall become effective from the Execution Date (“**Effective Date**”) and shall remain in effect for the Service Term, unless earlier terminated, in accordance with the provisions of this Agreement.

## 3. **OBJECTIVE**

The Service Recipient hereby appoints the Service Provider for the Service Term, for provision of the Transition Services to it and/or its Controlled Affiliates, in relation to the continued operation of the Undertaking, for the Consideration, payable in a manner specified under Clause 5 below.

## 4. **SCOPE OF SERVICES**

4.1. Subject to the terms and conditions of this Agreement, the Service Provider has agreed to provide, or cause to be provided, to the Service Recipient and/or its Controlled Affiliates, in relation to the continued operation of the Undertaking, during the Service Term, the

Transition Services, as set out in **Schedule I**, for the Primary Term. It is hereby clarified that, the Service Recipient shall be entitled but not obligated to require the Service Provider to extend the provision of any or all of the Transition Services for the Secondary Term by way of notice in writing to the Service Provider, at least 30 (Thirty) calendar days prior to the expiry of the Primary Term. In the event that the Transition Services are being provided by the Service Provider to any Affiliate of the Service Recipient, the Service Recipient shall ensure that such Controlled Affiliates comply with the terms of this Agreement as if they were a party to this Agreement and in any case the Service Recipient shall remain jointly and severally liable for the obligations of such Controlled Affiliate. If the Service Recipient identifies any additional service or resource (“**Additional Services**”) that are not currently contemplated in the Transition Services but which are consistent with the services performed or used in connection with the Undertaking or reasonably required in relation to the operation or integration of the Undertaking by the Service Recipient, the Service Recipient may request the Service Provider to provide such Additional Services to it, on terms to be negotiated between the Service Provider and the Service Recipient, in good faith and as mutually agreed in writing between the Parties to the Agreement. The Parties agree that the Transition Services set out under Item 24, 39 and 54 of Schedule I (“**Fixed Services**”) shall have a minimum Service Term as indicated in the column VIII of Schedule I (“**Minimum Term**”) during which such Fixed Services shall not be terminated by the Service Recipient, provided however in the event the Service Recipient intends to terminate such Fixed Service in accordance with Clause 4.2, the Consideration associated with the entire Minimum Term of such Transition Services shall be payable by the Service Recipient to the Service Provider (“**Minimum Term Consideration**”).

- 4.2. The Service Recipient shall, notwithstanding anything to the contrary in this Agreement but subject to Clause 4.1 above so far as it pertains to the Fixed Services and their respective Minimum Terms, and providing an advance notice of at least 15 (fifteen) days, be entitled from time to time, to require that the Service Provider cease providing any one or more Transition Services (including Additional Services) (“**Notified Services**”) to it and/or its Controlled Affiliates (“**Service Cessation Notice**”), subject to payment of any reasonable out of pocket expenses incurred by the Service Provider for ceasing such Notified Services, as notified by the Service Provider in writing along with all documentation evidencing such expense (“**Cessation OPs**”). Upon receipt of a Service Cessation Notice, the Service Recipient shall, complete all pending tasks in relation to the Notified Services on or prior to the earlier of (i) the effective date of cessation of the Notified Service as specified in the Service Cessation Notice; and (ii) the completion of the extant invoice cycle (“**Cessation Date**”) or such other period as may be mutually agreed between the Parties in writing. Save and except for the Cessation Ops and outstanding Consideration due to the Service Provider for the Notified Services as on the Cessation Date (including the Minimum Term Consideration), the Service Recipient shall not be liable to pay any Consideration for or compensate the Service Provider in any manner for any Notified Service rendered to it and/or its Controlled Affiliates on and from the Cessation Date, save and except for the Minimum Term Consideration payable for the Minimum Term. The Service Recipient shall also be entitled to decline receipt of any Notified Service on and from the Cessation Date.
- 4.3. It is clarified that the Service Provider may elect to provide certain or all Transition Services through (i) its Affiliates (as set out in Schedule I) or (ii) sub-contract to certain third-party service providers, as set out in **Schedule I**, provided such Affiliates and/or third party service providers may be modified by the Service Provider with the prior written consent of the Service Recipient, provided that Service Provider shall not be entitled to delegate or sub-contract the entire or substantially the entire scope of service to be provided hereunder. Notwithstanding anything contained herein and unless agreed to in writing by the Parties, the Service Provider shall continue to remain responsible for compliance with all obligations under this Agreement, including in respect of the services provided by any other persons in terms of this Clause 4.3 and shall, to the extent practicable, undertake reasonable

steps to procure compliance of such Persons with the terms and conditions of this Agreement.

- 4.4. The Service Provider shall act under this Agreement solely as an independent contractor and not as an agent, employee or joint venture counterparty of any of the Service Recipient or its Controlled Affiliates.
- 4.5. All Service Laptops received by the Service Recipients shall be returned to the Service Provider promptly from the date of completion of the Transition Service set out in Item 61 of Schedule I and any (i) damage caused to a Service Laptop on account of use by the Service Recipient or its personnel; or (ii) costs incurred to replace a Service Laptop on account of the failure of the Service Recipient to return such Service Laptop; or (iii) costs associated with delay to return the Service Laptops to the Service Provider (“**Laptop Costs**”), shall be borne by the Service Recipient..

## 5. CONSIDERATION

- 5.1. On the Execution Date, the Service Provider shall issue an invoice to the Service Recipient for payment of Advance Tranche 1 as a lumpsum payment against the Transition Services proposed to be provided in accordance with the terms of this Agreement, and the Service Recipient shall, upon receipt of such invoice, on the Execution Date, transfer to the bank account of the Service Provider (as may be notified in writing to the Service Recipient in the said invoice) the Advance Tranche 1, through immediately available funds as a one-time lumpsum part payment against the Transition Services. The Parties agree that the Advance shall not be set off by the Service Recipient or its Controlled Affiliates against the fees due and payable to the Service Provider under limb (ii) of definition of “**Consideration**”.
- 5.2. On the Advance Tranche 2 Payment Date, the Service Provider shall issue an invoice to the Service Recipient for payment of Advance Tranche 2 as a lumpsum payment against the Transition Services proposed to be provided in accordance with the terms of this Agreement, and the Service Recipient shall, upon receipt of such invoice, on the Advance Tranche 2 Payment Date, transfer to the bank account of the Service Provider (as may be notified in writing to the Service Recipient in the said invoice) the Advance Tranche 2, through immediately available funds as a one-time lumpsum part payment against the Transition Services.
- 5.3. As consideration for the Transition Services to be provided by the Service Provider (including delivery of Service Laptops), the Service Recipient shall pay the Consideration to the Service Provider as per the amounts set out in **Schedule I** and in the manner and in the proportion set out in **Schedule III**.

## 6. COVENANTS

- 6.1. The Service Provider shall, at its own cost, ensure sufficient resources (to the extent required) are made available to provide the Transition Services as stated in this Agreement.
- 6.2. All employees of the Service Provider providing the Transition Services pursuant to this Agreement shall be under the direction, control and supervision of the Service Provider (and not of the Service Recipient or its Controlled Affiliates), and the Service Provider shall have the sole right to exercise all authority and shall bear sole responsibility with respect to all such Persons. It is hereby agreed that the Service Recipient and its Controlled Affiliates shall not be responsible for payment of any salary, commission, bonus, statutory contributions or any other payments or any compensation due to such Persons, and such

Persons shall not be deemed to be employees or agents of the Service Recipient or its Controlled Affiliates.

- 6.3. The Service Provider shall at all times perform, or undertake reasonable steps to cause to be performed, the Transition Services, in accordance with this Agreement and shall:
- (i) at all times act in good faith in relation to the Transition Services performed by it;
  - (ii) exercise similar level of skill, care, attention and diligence as previously exercised by the Service Provider whilst undertaking similar services for the Undertaking ;
- 6.4. The Service Recipient in relation to the provision of Transition Services shall at all times
- (i) provide all necessary support and co-operate with the Service Provider;
  - (ii) act in good faith in relation to the Transition Services;
  - (iii) maintain such resources (including computer equipment, adequate software etc) as may be required to ensure uninterrupted delivery of the Transition Services by the Service Provider.
- 6.5. During the Service Term, from time to time, the Service Provider shall appoint and designate a services manager (the “**Services Manager**”), who will be directly responsible for coordinating and managing the delivery of the Transition Services and have authority to act on the Service Provider’s behalf with respect to matters relating to this Agreement. The Services Manager will work with the personnel of the Service Provider to address issues and matters raised by the Service Recipient relating to this Agreement. As of the Execution Date, the Services Manager will be Mohit Sikka. The Service Provider shall promptly notify the Service Recipient, in writing of any change in the Services Manager. During the Service Term, the Service Recipient shall appoint and designate a coordinating manager (each a “**Recipient Coordinator**”) for the Service Recipient, who will be directly responsible for coordinating and managing the requisition of the Transition Services by the Service Recipient and its Controlled Affiliates and shall have authority to act on behalf of the Service Recipient and its Controlled Affiliates, with respect to matters relating to this Agreement. The Recipient Coordinator will work with the personnel of the Service Provider to address issues and matters raised by the Service Provider relating to this Agreement As of the Execution Date, the Recipient Coordinator will be Abhishek Agarwal. The Service Recipient shall promptly intimate the Service Provider, in writing of any change in the Recipient Coordinator.
- 6.6. The Service Provider shall provide all documentation, books, information and/or records as may be reasonably requested by the Service Recipient and to the extent available with the Service Provider, in relation to the provision of Transition Services by the Service Provider (“**Service Documentation**”), provided that the Service Provider shall be entitled to redact or withhold such Service Documentation (in whole or in part) to the extent that it contains any proprietary or confidential information of the Service Provider and/or its Affiliates.
- 6.7. It is agreed that in connection with the performance of its obligations under this Agreement, in no event shall the Service Provider or any of its Affiliates be obligated to: (a) make modifications to their existing systems; (b) acquire additional assets equipment, rights or properties (including computer equipment, software, furniture, furnishings, fixtures, machinery, vehicles, tools and other tangible personal property) that are not in the ordinary course of business of the Service Provider; or (c) hire additional employees at the direction of the Service Recipient or its Controlled Affiliates.

## **7. TAXES**

- 7.1. Where Goods & Service Tax (“**GST**”) is charged by Service Provider on the invoices raised under this Agreement and such GST is paid by Service Recipient, Service Provider shall furnish proper documentation of the payment of such GST to the appropriate tax authority such that the Service Recipient can obtain a corresponding input tax credit (if eligible) in respect of the GST paid.
- 7.2. If the Service Recipient are required by Applicable Law to withhold any Taxes from the payments of fees to the Service Provider hereunder, the Service Recipient may withhold such requisite amount as required by Applicable Law and shall furnish to the Service Provider proper documentation of the payment of such Taxes to the appropriate tax authority, within the period prescribed under Applicable Law. Such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Service Provider.

## **8. REPRESENTATIONS AND WARRANTIES**

- 8.1. Each Party represents and warrants to the other Party as on the Execution Date that:
- (i) it has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and is duly incorporated or organized and validly existing under the Laws of the jurisdiction of its incorporation or organization;
  - (ii) the execution and delivery by it of this Agreement and the performance by it of the obligations contained herein has been duly authorized by all necessary corporate or other action;
  - (iii) this Agreement constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms, except to the extent such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting the enforcement of creditors’ rights generally; and (ii) general principles of equity;
  - (iv) there are no commitments, arrangements or agreements entered into by it which may be in breach of the terms of this Agreement;
  - (v) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not result in:
    - (a) a breach of, or constitute a default under, any, agreement or instrument to which it is a party or by which it is bound; or
    - (b) violation of its constitutional documents or contravene any provision of any Applicable Law, or any order, writ, injunction or decree of any court or Governmental Authority to which such Party may be subject; and
  - (vi) no liquidation, dissolution, winding up, commencement of bankruptcy, insolvency, liquidation or similar proceedings, whether voluntary or involuntary, with respect to it is pending or has been pending, for which it has received a written notice, or to the knowledge of such Party, threatened in writing.

## **9. INDEMNITY**

- 9.1. The Service Provider agrees to, indemnify (“**Indemnifying Person**”), defend and hold harmless the Service Recipient and its directors, officers and employees (such Persons collectively, “**Indemnified Person**”) to the extent of any Losses actually incurred or suffered by an Indemnified Person, as a result of: (i) breach or inaccuracy of any representation or warranty as provided under Clause 8.1 of this Agreement, by the Service Provider; (ii) any third party claims on the Indemnified Person with respect to or on account of the provision of the Transition Services (including Additional Services) under this Agreement (“**Third Party Claims**”); and/or (iii) any fraud on part of the Indemnifying Person in connection with the Transition Services (each an “**Indemnification Event**”).
- 9.2. Any claim for indemnity against the Indemnifying Person pursuant to this Agreement (“**Claim**”), save and except for a Third Party Claim, shall be made by notice in writing to the Indemnifying Person within a period of 10 (ten) Business Days from the date of becoming aware of the Indemnification Event, specifying in reasonable detail the circumstances which give rise to the Claim, the breach or default and the amount claimed.
- 9.3. The Indemnifying Person shall be liable to make the payment for such Claim to the Indemnified Persons as soon as practicable but in any event not later than 15 (Fifteen) Business Days from the date of receipt of the Claim, provided that if the Claim is disputed by the Indemnifying Person and notice thereof has been given by the Indemnifying Person to the Indemnified Person within 10 (ten) Business Days of receipt of the Claim, the Indemnifying Person shall make payment in respect of such Claim subject to and in accordance with the terms of resolution of such dispute, in accordance with Clause 10 (*Governing Law and Dispute Resolution*).
- 9.4. If the Indemnified Person receives a notice of a Third Party Claim, the Indemnified Person shall deliver a notice to the Indemnifying Person (“**Claim Notice**”) within 10 (ten) Business Days of receipt of the Third Party Claim or such earlier period as set out under the Third Party Claim specifying in reasonable detail the circumstances which gave rise to the Third Party Claim, the breach or default and the amount claimed, in each case to the extent available with the Indemnified Person.
- 9.5. The Indemnifying Person shall have the right, to assume control of the defence of the Third Party Claim at its own expense, by way of issue of a written intimation to the Indemnified Persons within the earlier of (i) expiry of 10 (ten) Business Days from receipt of the Claim Notice; and (ii) 2 (Two) Business Days prior to the expiry of the timeline for response specified in the Third Party Claim, in each case provided that it has not rejected the Claim Notice. If the Indemnifying Person has taken control of the defense of the Third Party Claim, the Indemnified Person shall also have the right to participate at its own expense in defending (but not controlling) such Third Party Claim. The Indemnifying Persons shall conduct the defense of such Third Party Claim in a diligent manner and in accordance with timelines prescribed in the Third Party Claim or by any order of a Governmental Authority. Without the prior written consent of the Indemnified Person, the Indemnifying Person shall not be entitled to: (i) acknowledge or admit to any guilt, liability, fault, misconduct, negligence or breach of any Applicable Law or contract by any Indemnified Person; and/or (ii) take any action that that may adversely impact the reputation of the Indemnified Persons; (iii) consent to the entry of any judgment; and/or (iv) enter into any settlement, compromise or discharge, with respect to any such Third Party Claim. Notwithstanding the aforesaid, if the Indemnifying Person, proposes to settle a Third Party Claim which includes: (x) an unconditional and complete release of the Indemnified Person, save and except for any monetary claims paid by the Indemnifying Person as part of such settlement; and (y) no admission of liability or wrong doing, or any criminal act on part of any Indemnified Person, and the Indemnified Person withhold their consent to such a settlement, then the Indemnifying Person’s liability for such Third Party Claims shall not

exceed the amount at which the Indemnifying Person was willing to settle such Third Party Claim;

- 9.6. In the event the Indemnifying Persons elect not to take over the defence of a Third Party Claim in the manner specified above, the Indemnified Person shall have the right, to assume control of the defence of the Third Party Claim, with the assistance of counsel as deemed appropriate by such Indemnified Person. Without the prior written consent of the Indemnifying Person, the Indemnified Person shall not be entitled to: (i) acknowledge or admit to any guilt, liability, fault, misconduct, negligence or breach of any Applicable Law or contract by any Indemnifying Person; and/or (ii) take any action that that may adversely impact the reputation of the Indemnifying Person; and/or (iii) consent to the entry of any judgment; and/or (iii) enter into any settlement, compromise or discharge, with respect to any such Third Party Claim.
- 9.7. If the Indemnifying Person or the Indemnified Person assumes control of the defence of the Third Party Claim, the other Party(ies) shall, cooperate with the Indemnifying Person or the Indemnified Person, as the case may be, in such defense and make available to such Party all witnesses, pertinent records, materials and information in such Party's possession, as is required by such Indemnifying Person or the Indemnified Person, as the case may be.
- 9.8. Subject to Clause 9.5 below, the right of an Indemnified Person to be indemnified under this Clause 9 is without prejudice to any of its other non-monetary rights or non-monetary remedies under this Agreement or under Applicable Law.
- 9.9. The Indemnified Persons agree that the indemnification rights under this Clause 9 shall be the sole monetary remedy available to the Indemnified Person with respect to matters stated herein. Provided that the Indemnified Persons shall not be entitled to make a claim or recover indemnity or obtain payment, reimbursement or restitution more than once in respect of a single event of Loss arising out of the same subject matter, fact, event or circumstances.
- 9.10. Any indemnity payment made to the Indemnified Person pursuant to this Clause 9 shall be made without withholding or deduction of any Tax. If any withholding or deduction is required to be made under Applicable Law, including goods and services tax, the Indemnifying Person shall, at the same time as paying the sum which is the subject of the deduction or withholding, pay such additional amount to the Indemnified Person, as shall be required to ensure that the net amount received by such Indemnified Person will equal the full amount that would have been received by it, had no such deduction or withholding been required to be made.
- 9.11. Notwithstanding anything to the contrary, the Indemnifying Person shall not be liable for any Loss, to the extent that the same occurs on account of any of the following:
  - (i) the Loss would not have occurred but for the enactment of or any change in, any Applicable Law after the date of termination of this Agreement;
  - (ii) any liability which is contingent unless and until such contingent liability fructifies into an actual liability and is due and payable;
  - (iii) any Loss or increase in Loss to the extent that it would not have arisen or has been increased, directly as a result of any:
    - (a) act, omission or transaction carried out by the Indemnifying Person (or their respective directors, officers, employees, agents, or representatives) at the written direction or request of the Indemnified Person or their Controlled Affiliates, provided any act, omission or transaction carried out by the Indemnifying Person (or their respective directors, officers, employees,



- agents, or representatives) in order to perform the terms of this Agreement shall not in any manner limit or diminish their liability under this Clause 9;
- (b) act, omission or transaction carried out by the Indemnified Person or their Controlled Affiliates (or their directors, officers, employees, agents, or representatives).
- 9.12. The Indemnified Person shall take all reasonable steps to avoid or mitigate any Loss arising in relation to an Indemnification Event. Provided that the Indemnifying Person's liability shall be limited only to the extent of the increase in Loss caused by the Indemnified Person not taking such reasonable steps.
- 9.13. No amount shall be payable by the Indemnifying Person with respect to the Indemnification Event under:
- i. Clause 9.1(i), unless the Indemnified Parties have notified the Indemnifying Parties in writing of such Claim, on or prior to 12 (twelve) months from the date of termination of this Agreement;
  - ii. Clause 9.1(ii), unless the Indemnified Parties have notified the Indemnifying Parties in writing of such Claim, on or prior to 12 (twelve) months from the date of termination of this Agreement
- 9.14. The limitations set out in Clause 9.7 to Clause 9.9 shall not apply to an Indemnification Event set out in Clause 9.1(iii).
- 9.15. If the Indemnifying Person pays an amount in discharge of any indemnification obligation under this Clause 9 (*Indemnity*) and the Indemnified Person subsequently recovers from a third party a sum that indemnifies or compensates the Indemnified Person and which pertains to the subject matter of the corresponding Claim, the Indemnified Person shall pay to the Indemnifying Person the lower of: (a) the sum recovered from such third party; and (b) the sum received from the Indemnifying Person with respect to such Claim, in each case less any costs and Taxes incurred by the Indemnified Person in recovering or repaying such sum.
- 9.16. The Parties agree and acknowledge that, the aggregate monetary liability of the Service Provider under this Agreement for any and/or all Indemnification Events, including additional amounts on account of any applicable gross-up in accordance with the provisions of Clause 9.6 of this Agreement, shall not in any event exceed the amounts received by the Service Provider under Clause 5.2 of this Agreement as on the date on which the Claim is received ("**Aggregate Cap**"). It is clarified that the Advance shall not be considered by the Parties whilst calculating the Aggregate Cap.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

- 10.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**"), shall be referred to and finally decided before the courts at New Delhi

## **11. CONFIDENTIALITY**

- 11.1. The Parties shall keep all information and other materials provided to it by the other Parties, in relation to the transactions contemplated by this Agreement ("**Information**") confidential, and shall not without the prior written consent of the other Parties, divulge the

Information to any other person or use the Information other than for carrying out the purposes of this Agreement except:

- (i) to the extent that such Information is in the public domain other than by breach of this Agreement;
- (ii) to the extent that such Information is required to be disclosed by any Applicable Law or by any Governmental Authority, provided to the extent possible and practicable, it shall issue prior notice to the other Party;
- (iii) in so far as it is disclosed to the employees, directors or professional advisers of the Service Provider on a need to know basis and in connection with the performance of the Transition Services, provided that the Service Provider shall procure that such Persons treat such Information as confidential;
- (iv) to the extent that any of such Information is acquired by the Service Provider after the Execution Date, from a source not obligated to any other Party hereto to keep such Information confidential;
- (v) to the extent that any information, materially similar to the Information, shall have been independently developed by the Service Provider without reference to any information furnished by the Service Recipient or available to the Service Provider as prior proprietor of the Dineout Business.

11.2. Upon the termination of this Agreement, a Party shall, to the extent possible and on written demand by the other Party, return or destroy the Information together with any copies in its possession, except that a Party shall be entitled to retain one copy of the Information along with any secondary information created out of such Information in the form of notes, analyses, reports and other derivative data or information, in its legal archives, to the extent required for compliance with Applicable Law.

## **12. TERM AND TERMINATION**

12.1. This Agreement shall expire upon the expiry of the Service Term, unless otherwise terminated in accordance with Clause 12.2 below.

12.2. This Agreement may be terminated:

- (i) by any Party, if any other Party commits a breach of any of its representations, warranties, covenants or obligations under the Agreement and which is not remedied within 30 (Thirty) Business Days from receipt of notice of such breach by the other Party;
- (ii) by the Service Recipient, without cause, on providing a written notice of 30 (Thirty) days to the Service Provider, subject to payment of all undisputed dues payable to the Service Provider as stipulated under Clause 5.2 of this Agreement for the period during which the services have been provided in accordance with this Agreement; or
- (iii) by mutually written agreement between Parties.

12.3. The termination of this Agreement however caused shall be without prejudice to any obligations or rights of any of the Parties which have accrued prior to such termination and shall not affect any provision of this Agreement which is stated to come into effect on or to continue in effect after such termination.

### 13. NOTICES

- 13.1. Any notice given hereunder shall be in writing and shall be served personally or sent by post or electronic mail addressed to the address or email address (if any) of the relevant Party as set out in Clause 13.2 or to such other address or electronic mail address as any of the Parties may notify to the other Parties for this purpose.
- 13.2. All notices or other communication under or in connection with the Agreement shall be given in writing at the following address:

**In case of notices to the Service Provider:**

- (a) Address: Ecstasy IT Park, Plot 391, Phase III, Udyog Vihar, Sector 20, Gurugram, Haryana 122016.
- (b) Telephone: NA
- (c) Attention: Mr. Sahil Vohra, General Counsel
- (d) Email: sahil.vohra@timesinternet.in, investornotices@timesinternet.in, corpdev@timesinternet.in

**In case of notices to the Service Recipient:**

Address: No. 55, Sy No.8-14, Ground Floor, I & J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru - 560103

- (e) Telephone: NA
- (f) Attention: Mr. Abhishek Ganeriwala; Secretarial Team
- (g) Email: [ganeriwala.abhishek@swiggy.in](mailto:ganeriwala.abhishek@swiggy.in); secretarial@swiggy.in
- 13.3. Any Party may change the individuals designated to receive notices or change the addresses and in such an event, notice shall be given to the other Party by means of written notice of any such change.
- 13.4. A notice given in accordance with the above but received on a day not being a Business Day, or after business hours in the place of receipt, will be deemed to be given on the following Business Day in that place.

### 14. MISCELLANEOUS

#### 14.1. Survival

The following clauses will survive the termination of this Agreement: Clause 10 (*Governing Law and Dispute Resolution*), Clause 11 (*Confidentiality*), Clause 12 (*Term and Termination*), Clause 13 (*Notices*) and Clause 14 (*Miscellaneous*), shall survive the termination of this Agreement.

#### 14.2. Counterparts

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same agreement.

#### 14.3. Assignment

No rights, liabilities or obligations under this Agreement shall be assigned by any of the Party hereto without the prior written consent of the other Party hereto, except as permitted herein.

**14.4. Entire Agreement**

This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence), if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) along with the Business Transfer Agreement contains an entire agreement between the Parties hereto with respect to the subject matter hereof.

**14.5. Severability**

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions of this Agreement.

**14.6. Further Assurances**

The Parties shall in good faith, execute and do (or cause to be executed and done by any other necessary party within its control) all such deeds, documents, acts and things as may from time to time be required, to give full force and effect to this Agreement.

**14.7. No Partnership or Joint Venture**

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Service Provider, on the one hand, and the other Parties, on the other hand, and no Party shall hold himself out as an agent for the other Party or any of them, except with the express prior written consent of the other Party.

**14.8. Waivers**

Failure of any Party to enforce any provision, right or remedy under this Agreement shall not constitute a waiver of any provision, right or remedy by such Party. Any waiver, and any consent by any of the Parties under any provision of this Agreement, must be in writing and may be given subject to any conditions thought fit by the Party giving that waiver or consent.

**14.9. Variations**

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of the Parties.

**14.10. Specific Performance**

Subject to Clause 9.5, the Parties agree that damages for Losses attributable to a breach or non-performance of this Agreement may not be an adequate remedy, and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement.

- 14.11. **Costs and Expenses:** The costs and expenses relating to stamp duty in connection with this Agreement shall be borne by the Service Provider. Any income or direct tax arising from fees received by the Service Provider will be the liability of the Service Provider.]

Signed and delivered for and behalf of  
**TIMES INTERNET LIMITED**

A handwritten signature in black ink, appearing to be 'S. H.', written over a horizontal line.

By:  
Title:

Signed and delivered for and behalf of  
**BUNDL TECHNOLOGIES PRIVATE LIMITED**

M. Sri [Signature]

---

By: Sriharsha Majety  
Title: Director

**SCHEDULE I: SCHEDULE OF SERVICES**

-	I	II	III	IV	V	VI	VII	VIII
Item No.	Department	Detail	Nature of billing (fixed / variable / non chargeable)	Unit and per unit cost (if variable) (INR)	Fixed monthly cost (if fixed) (INR)	Primary Term	Secondary Term	Contract expiry date (wherever relevant)
1.	<b>IT/ Analytics/ Customer experience/ Digital Marketing</b>	O365(/user)	Variable	700 / license	NA	9 months	3 months	
2.		Workspace Business Plus(/user)	Variable	300 / license	NA	9 months	3 months	
3.		Workspace B Starter(/user)	Variable	100 / license	NA	9 months	3 months	
4.		Cortex XDR(/agent)	Variable	80 / license	NA	9 months	3 months	
5.		Manage Engine(/agent)	Variable	20 / license	NA	9 months	3 months	
6.		Creative Suit - Complete plan(/user)	Variable	6000 / license	NA	9 months	3 months	
7.		Single App - Illustrator(/user)	Variable	7000 / license	NA	9 months	3 months	
8.		Single App - Photoshop(/user)	Variable	3000 / license	NA	9 months	3 months	
9.		JamfPro(/agent)	Variable	400 / license	NA	9 months	3 months	
10.		Helpdesk(/user)	Variable	700 / license	NA	9 months	3 months	
11.		User Bandwith(/user)	Variable	229 / user	NA	9 months	3 months	



12.	Steadfast(in-house tool) - for server monitoring, alerting, change management	Non chargeable	NA	0	9 months	3 months	
13.	Jenkins - for deployments	Non chargeable	NA	0	9 months	3 months	
14.	Checkmarx - central licence used for static analysis of code for vulnerabilities	Non chargeable	NA	0	9 months	3 months	
15.	Hawkireg(in-house tool) for managing security requests and reports	Non chargeable	NA	0	9 months	3 months	
16.	CDN(Limelite + Akamai)	Variable	INR 2 per GB for web delivery + INR 2 per GB for WAF + INR 6500 per hour for premium support	NA	9 months	3 months	
17.	AWS	Variable	As per bill provided by AWS	NA	9 months	3 months	
18.	Google Cloud Platform	Variable	As per bill provided by GCP + 10% Analytics Support Cost (RSA Team)	NA	9 months	3 months	
19.	Newrelic	Variable	As per bill provided by Newrelic	NA	9 months	3 months	

20.	Imagekit	Variable	As per bill provided by Imagekit	NA	9 months	3 months	
21.	Apple Play Store	Non-chargeable	NA	0	9 months	3 months	
22.	Bitbucket	Variable	\$6 / per user / per month	0	9 months	3 months	
23.	Slike	Variable	As per actuals	NA	9 months	3 months	
24.	Appsflyer	Fixed	Actual Usage + 10% Analytics Support Cost (RSA Team)	NA	9 months	3 months	November 30, 2022
25.	Clevertap	Variable	As per bill provide by Clevertap	NA	9 months	3 months	
26.	Websites/Domains	Variable	As per actuals in Godaddy	NA	9 months	3 months	
27.	SMS Gupshup	Variable	INR 0.115 / SMS	NA	9 months	3 months	
28.	JIRA	Variable	INR equivalent of USD 7 / license	NA	9 months	3 months	
29.	Netcore	Variable	As per actuals	NA	9 months	3 months	
30.	Browserstack	Variable	As per actuals	NA	9 months	3 months	
31.	Pagerduty	Variable	As per actuals	NA	9 months	3 months	

32.	Times Mobile (SMS)	Variable	INR 0.105/SMS	NA	9 months	3 months	
33.	Vectramind	Variable	INR equivalent of AED 0.051 / SMS	94,689	9 months	3 months	
34.	Figma	Variable	As per actuals	NA	9 months	3 months	
35.	Microsoft Azure	Variable	As per actuals	NA	9 months	3 months	
36.	Shamel	Non- chargeable	NA	0	9 months	3 months	
37.	PWC	Fixed	NA	INR 300000/- pm	3 months		
38.	Salesforce - Sales & Service Cloud	Variable	As per actuals	NA	9 months	3 months	
39.	Tableau	Variable	NA	INR 23945 Per month till contract expiry date for existing number of licenses + 10% Analytics Support Cost (RSA Team)	9 months	3 months	February 28, 2023
40.	IPSeC tunneling between the Service Provider and Bundl Infra	Non- chargeable	NA	0	9 months	3 months	

41.	View access of Manageengine and JAMF MDM tiool	Non-chargeable	NA	0	9 months	3 months	
42.	View access of EDR tool	Non-chargeable	NA	0	9 months	3 months	
43.	G-Suite access of DO Account	Non-chargeable	NA	0	9 months	3 months	
44.	VPN services to access DO Infra Hosted @ TIL DC	Non-chargeable	NA	0	9 months	3 months	
45.	Freshworks	Variable	As per actuals	NA	9 months	3 months	
46.	Freshchat	Variable	As per actuals	NA	9 months	3 months	
47.	Salesforce Communities	Variable	As per actuals	NA	9 months	3 months	
48.	Google Analytics	Variable	As per actuals + 10% Analytics Support Cost (RSA Team)	NA	9 months	3 months	
49.	Apple Search Ads	Variable	As per actuals + 10% Analytics Support Cost (RSA Team)	NA	9 months	3 months	
50.	Facebook Business Manager	Variable	As per actuals + 10% Analytics Support Cost (RSA Team)	NA	9 months	3 months	

51.	Google Ads	Variable	As per actuals + 10% Analytics Support Cost (RSA Team)	NA	9 months	3 months	
52.	Google DV360	Variable	As per actuals + 10% Analytics Support Cost (RSA Team)	NA	9 months	3 months	
53.	Google Tag Manager	Non-chargeable	NA	0	9 months	3 months	
54.	KOAN ADVISORY GROUP	Fixed	NA	INR 16,667 Per month till expiry date of contract + 10% Analytics Support Cost (RSA Team)	9 months	3 months	October 31, 2022
55.	Branch	Fixed	NA	60,053	9 months	3 months	
56.	Snapchat Ads	Variable	As per actuals	NA	9 months	3 months	
57.	RTB House (Ads)	Variable	As per actuals	NA	9 months	3 months	
58.	Criteo (Ads)	Variable	As per actuals	NA	9 months	3 months	

59.		Affle (Ads)	Variable	As per actuals	NA	9 months	3 months	
60.		AdZealous (Affiliate)	Variable	As per actuals	NA	9 months	3 months	
61.		Leasing contract for laptops to continue	Variable	2500 / license	NA	1 month	1 month	
62.	<b>DevOps</b>	The Service Provider to manage the entire B2C Infra end-to-end as a managed service for the entire transaction period	Fixed	NA	10,00,000	9 months	3 months	
63.		The Service Provider to manage the entire B2B Infra end-to-end as a managed service till infra is migrated to Swiggy's Cloud				9 months	3 months	
64.		The Service Provider team man power for the following services:  Dineout is using the following manpower services of the central Service Provider team - Devops - Security testing - 24x7 monitoring - Database administration - Compliance - ISO, SOC2, Risk assessment report etc.				9 months	3 months	
65.	<b>TIL Servers - hosting of various apps and servers</b>	Cloud Instances	Variable	As per appended rate card[1]	NA	9 months	3 months	
66.		SSD Storage(GB)						
67.		Load Balancer						
68.		LB - Data Processed(GB)						
69.		Egress(GB)						
70.		IDS/IPS						

71.		Platform Support						
72.	<b>HR</b>	Service Provider to continue the medical insurance policy of employees till May 31st 2022 so as to continue the top up coverages etc opted by employees	Variable	As per actuals	NA	3 months	N.A.	
73.	<b>Restaurant search services on DO App</b>	Lepton Software Export & Research (P) Ltd.	Variable	As per actuals (no. of searches)	NA			
74.	<b>Telephony Costs</b>	Bharti Airtel (2 virtual numbers for call center)	Fixed	NA	INR 1400/- pm			
75.		Vodafone Idea (30 virtual numbers for call center)	Fixed	NA	INR 8304/- pm			
76.		Bharti Airtel (61 Datacards)	Fixed	NA	INR 13,139/- pm			
77.		Vodafone Idea (15 Datacards)	Fixed	NA	INR 3375/- pm			

**SCHEDULE II: DETAILS OF LAPTOPS**

<b>SA P ID</b>	<b>Name of owner</b>	<b>Empl oyment Type</b>	<b>St at us</b>	<b>Domain</b>	<b>Sub Domain</b>	<b>Reporting Manager</b>	<b>Loca tion</b>	<b>owner_email</b>	<b>catalog</b>	<b>serial_nu mber</b>	<b>Confir mation of IT Asset( Yes or No)</b>
1.5 E+0 7	Abhinav Kumar Seth	On Rolls	Ac tiv e	Product & Technology	Technology	Ashish Suresh Kothawale	Noid a	abhinav.seth@di neout.co.in	User Asset - Laptop	CC4WZ9 3	Yes
1.5 E+0 7	Abhishek	On Rolls	Ac tiv e	Account Sales	Account Sales	Anshika Srivastava	Noid a	Abhishek.jha@di neout.co.in	User Asset - Laptop	6FKPT93	Yes
1.5 E+0 7	Adil Fazal	On Rolls	Ac tiv e	Account Sales	Account Sales	Sruthi Mathew	Koch i	adil.fazal@dineo ut.co.in	User Asset - Laptop	1F5WZ9 3	Yes
1.5 E+0 7	Aditya Maheshwari	On Rolls	Ac tiv e	Account Sales	Account Sales	Samiya Muslim	Jaipu r	aditya.maheshwa ri@dineout.co.in	User Asset - Laptop	FRZRVZ 2	Yes
1.5 E+0 7	Ajay Gupta	On Rolls	Ac tiv e	Account Sales	Account Sales	Samiya Muslim	Jaipu r	ajay.gupta@dine out.co.in	User Asset - Laptop	49HPT93	Yes
1.5 E+0 7	Akshay Tarun Parnani	On Rolls	Ac tiv e	SteppinOut	Marketing	Khushbu Mav	Noid a	akshay.parnani@ dineout.co.in	User Asset - Laptop	C02D3K 4MMD6 M	Yes
1.5 E+0 7	Akshay Sharma	On Rolls	Ac tiv e	Account Sales	Account Sales	Rekith Nikam	Pune	akshay.sharma3 @dineout.co.in	User Asset - Laptop	JD5WZ9 3	Yes



1.5 E+0 7	Amal Kumar Mishra	On Rolls	Ac tiv e	Product & Technology	Technology	Vikas Jayna	Noid a	amal.mishra@di neout.co.in	User Asset - Laptop	C02F490 9MD6M	Yes
1.5 E+0 7	Ankur Sinha	On Rolls	Ac tiv e	Business Strategy and Analytics	Business Strategy and Analytics	Sahil Jain	Noid a	ankur.sinha@din eout.co.in	User Asset - Laptop	C02F49Y JMD6M	Yes
1.5 E+0 7	Ankush Gupta	On Rolls	Ac tiv e	Content & Data Quality	Data Quality	Irfan Shaikh	Noid a	ankush.gupta@di neout.co.in	User Asset - Laptop	PF34P59 N	Yes
1.5 E+0 7	Anshul Verma	On Rolls	Ac tiv e	Product & Technology	Technology	Madhu Mishra	Noid a	anshul.verma@di neout.co.in	User Asset - Laptop	F7HPT93	Yes
1.5 E+0 7	Arpit Menaria	On Rolls	Ac tiv e	Product & Technology	Technology	Ashish Suresh Kothawale	Noid a	arpit.menaria@di neout.co.in	User Asset - Laptop	633WZ9 3	Yes
1.5 E+0 7	Asha Singh	On Rolls	Ac tiv e	Content & Data Quality	Data Quality	Saloni Madaan	Noid a	asha.singh@dine out.co.in	User Asset - Laptop	R90XJH MG	Yes
1.5 E+0 7	Ashima Chawla	On Rolls	Ac tiv e	Growth	Growth	Ishank Tewari	Noid a	ashima.chawla@ dineout.co.in	User Asset - Laptop	PF36B27 V	Yes
1.5 E+0 7	Ashutosh Gupta	On Rolls	Ac tiv e	Finance & Accounts	Finance & Accounts	Gautam Sadana	Noid a	ashutosh.gupta@ dineout.co.in	User Asset - Laptop	J9HPT93	Yes
1.5 E+0 7	Asiya Khan	On Rolls	Ac tiv e	POS - CRM	Retail-CRM- FOS	Nikhil Kitukale	Noid a	asiya.khan@dine out.co.in	User Asset - Laptop	CS2VVZ 2	Yes
1.5 E+0 7	Ayan Sengupta	On Rolls	Ac tiv e	Paid Marketing	Paid Marketing	Nikhil Bakshi	Noid a	ayan.sengupta@ dineout.co.in	User Asset - Laptop	C43WZ9 3	Yes
1.5 E+0 7	Ayushi Dabral	On Rolls	Ac tiv e	Operations	Sales Support	Yash Chopra	Noid a	ayushi.dabral@di neout.co.in	User Asset - Laptop	7MHPT9 3	Yes

1.5 E+0 7	Bhakti Nareshkumar Dhanuka	On Rolls	Ac tiv e	Account Sales	Account Sales	Pranali Churi	Mum bai	bhakti.dhanuka@ dineout.co.in	User Asset - Laptop	2C4WZ9 3	Yes
1.5 E+0 7	Bharti Kardam	On Rolls	Ac tiv e	Finance & Accounts	Finance & Accounts	Abhishek Agarwal	Noid a	bharti.kardam@d ineout.co.in	User Asset - Laptop	98HPT93	Yes
1.5 E+0 7	Bharti	On Rolls	Ac tiv e	Quality Assurance and Compliance	Quality Assurance and Compliance	Nikhil Kukreja	Noid a	bharti@dineout.c o.in	User Asset - Laptop	JB4WZ9 3	Yes
1.5 E+0 7	Daniel Joseph Dsouza	On Rolls	Ac tiv e	Account Sales	Account Sales	Namrata Vijay Bhatnagar	Mum bai	daniel.dsouza@d ineout.co.in	User Asset - Laptop	G33WZ9 3	Yes
1.5 E+0 7	Dharna Dua	On Rolls	Ac tiv e	Paid Marketing	Paid Marketing	Nikhil Bakshi	Noid a	dharna.dua@dine out.co.in	User Asset - Laptop	JGKPT9 3	Yes
1.5 E+0 7	Dipanshu Mehta	On Rolls	Ac tiv e	Account Sales	Account Sales	Anshika Srivastava	Noid a	dipanshu.mehta @dineout.co.in	User Asset - Laptop	GPZRVZ 2	Yes
1.5 E+0 7	Gaurav Babu	On Rolls	Ac tiv e	Content & Data Quality	Data Quality	Saloni Madaan	Noid a	gaurav.babu@di neout.co.in	User Asset - Laptop	194WZ9 3	Yes
1.5 E+0 7	Gourav Ganguly	On Rolls	Ac tiv e	Operations	Concierge & Custome Exp.	Sumit Yadav	Noid a	gaurav.ganguly @dineout.co.in	User Asset - Laptop	BQZRV Z2	Yes
1.5 E+0 7	Gaurav Yadav	On Rolls	Ac tiv e	Account Sales	Account Sales	Shubham Singh	Noid a	gaurav.yadav@di neout.co.in	User Asset - Laptop	DGKPT9 3	Yes
1.5 E+0 7	Guha Kashyap	On Rolls	Ac tiv e	Product & Technology	Product	Ankit Mehrotra	Bang alore	guha.kashyap@d ineout.co.in	User Asset - Laptop	C02FCR X3Q6L4	Yes
1.5 E+0 7	Harsh N Gadhiya	On Rolls	Ac tiv e	Product & Technology	Product	Sharad Gupta	Noid a	harsh.gadhiya@d ineout.co.in	User Asset - Laptop	C02FCS9 HQ6L4	Yes

1.5 E+0 7	Harshita Beriwal	On Rolls	Ac tiv e	Dineout Passport Sales	Dineout Passport Sales	Yash Chopra	Noid a	harshita.beriw al@ dineout.co.in	User Asset - Laptop	PF34PA1 6	Yes
1.5 E+0 7	Himani Thapar	On Rolls	Ac tiv e	Account Sales	Account Sales	Rajneesh Verma	Agra	himani.thapar@d ineout.co.in	User Asset - Laptop	9Q2VVZ 2	Yes
1.5 E+0 7	Isha	On Rolls	Ac tiv e	Account Sales	Account Sales	Dhyanesh Z Sukhadia	Chen nai	isha.jain1@di neout.co.in	User Asset - Laptop	3FKPT93	Yes
1.5 E+0 7	Jaskaran Kaur Gill	On Rolls	Ac tiv e	Content & Data Quality	Data Quality	Saloni Madaan	Noid a	jaskaran.gill@di neout.co.in	User Asset - Laptop	CR2VVZ 2	Yes
1.5 E+0 7	Jaspreet Singh Khasria	On Rolls	Ac tiv e	Product & Technology	Design	Sahil Jain	Noid a	jaspreet.khasria @ dineout.co.in	User Asset - Laptop	C02F490 NMD6M	Yes
1.5 E+0 7	Jatin Bountra	On Rolls	Ac tiv e	POS - CRM	Retail-CRM- FOS	Nikhil Kitukale	Noid a	jatin.bountra@di neout.co.in	User Asset - Laptop	B94WZ9 3	Yes
1.5 E+0 7	Jyoti Prakash Das	On Rolls	Ac tiv e	Product & Technology	Technology	Prasanth Sannareddy	Noid a	jyoti.das@di neout.co.in	User Asset - Laptop	58HPT93	Yes
1.5 E+0 7	Kanishak Mahendiratta	On Rolls	Ac tiv e	Product & Technology	Technology	Prashant Kumar	Noid a	kanishak.m@di neout.co.in	User Asset - Laptop	8HKPT9 3	Yes
1.5 E+0 7	Kartik Rajendra Sherekar	On Rolls	Ac tiv e	Account Sales	Account Sales	Rekith Nikam	Pune	Kartik.Sherekar @ dineout.co.in	User Asset - Laptop	BB5WZ9 3	Yes
1.5 E+0 7	Kunal Shokeen	On Rolls	Ac tiv e	Product & Technology	Technology	Prashant Kumar	Noid a	kunal.shokeen@ dineout.co.in	User Asset - Laptop	6G4VVZ 2	Yes
1.5 E+0 7	Lawrence Veigas	On Rolls	Ac tiv e	Business Strategy and Analytics	Business Strategy and Analytics	Priyanka Grover	Mum bai	lawrence.veigas @ dineout.co.in	User Asset - Laptop	C02F49A 1MD6M	Yes

1.5 E+0 7	M Sadeed Dhanish	On Rolls	Ac tive	Account Sales	Account Sales	Mubarac Nisha	Chen nai	m.dhanish@dine out.co.in	User Asset - Laptop	GDKPT9 3	Yes
1.5 E+0 7	Madhu Mishra	On Rolls	Ac tive	Product & Technology	Technology	Vikas Jayna	Noid a	madhu.mishra@ dineout.co.in	User Asset - Laptop	JDMPT9 3	Yes
1.5 E+0 7	Mannat Bakshi	On Rolls	Ac tive	Account Sales	Account Sales	Anshika Srivastava	Noid a	mannat.bakshi@ dineout.co.in	User Asset - Laptop	FS2VVZ 2	Yes
1.5 E+0 7	Maria Romiyna Paul	On Rolls	Ac tive	Inside Sales	Inside Sales	Nidhi Surana	Hyde rabad	maria.paul@dine out.co.in	User Asset - Laptop	H94WZ9 3	Yes
1.5 E+0 7	Modi Vijay Vasudev	On Rolls	Ac tive	Account Sales	Account Sales	Aarshin Pancholi	Surat	modi.vasudev@d ineout.co.in	User Asset - Laptop	PF2K762 M	Yes
1.5 E+0 7	Mohana Chakraborty	On Rolls	Ac tive	Paid Marketing	Paid Marketing	Khushbu Mav	Noid a	mohana.chakrabo rty@dineout.co.i n	User Asset - Laptop	F8HPT93	Yes
1.5 E+0 7	Mohit Ruhil	On Rolls	Ac tive	Content & Data Quality	Data Quality	Irfan Shaikh	Noid a	mohit.ruhil@din eout.co.in	User Asset - Laptop	CBHPT9 3	Yes
1.5 E+0 7	Mohit Kumar Sain	On Rolls	Ac tive	Account Sales	Account Sales	Samiya Muslim	Jaipu r	mohit.sain@dine out.co.in	User Asset - Laptop	BQ2VVZ 2	Yes
1.5 E+0 7	Monis Mushtaque	On Rolls	Ac tive	Product & Technology	Technology	Prasanth Sannareddy	Bang alore	monis.mushtaque @dineout.co.in	User Asset - Laptop	G94WZ9 3	Yes
1.5 E+0 7	Mukesh Kumar Ranjan	On Rolls	Ac tive	Product & Technology	Design	Anugrah Sharma	Bang alore	mukesh.ranjan@ dineout.co.in	User Asset - Laptop	C02F491 AMD6M	Yes
1.5 E+0 7	Nancy Khanna	On Rolls	Ac tive	Quality Assurance and Compliance	Quality Assurance and Compliance	Nikhil Kukreja	Noid a	nancy.khanna@d ineout.co.in	User Asset - Laptop	PF34PW 4X	Yes

1.5 E+0 7	Neil Jimmy Dossabhoy	On Rolls	Ac tiv e	Sales Leads	Sales Leads	Karan Godinho	Jaipu r	neil.dossabhoy@ dineout.co.in	User Asset - Laptop	R90XJH LF	Yes
1.5 E+0 7	Nikhil Gupta	On Rolls	Ac tiv e	Product & Technology	Technology	Ashish Kothawale	Noid a	nikhil.gupta@din eout.co.in	User Asset - Laptop	443WZ9 3	Yes
1.5 E+0 7	Nithin P M	On Rolls	Ac tiv e	Product & Technology	Technology	Lakshmana	Bang alore	nithin.pm@dineo ut.co.in	User Asset - Laptop	8C4WZ9 3	Yes
1.5 E+0 7	Nitin Goel	On Rolls	Ac tiv e	Account Sales	Account Sales	Pranav Sood	Noid a	nitin.goel@dineo ut.co.in	User Asset - Laptop	5Q2VVZ 2	Yes
1.5 E+0 7	P Raj Kishore	On Rolls	Ac tiv e	Account Sales	Account Sales	Mohd Fazeel	Hyde rabad	p.kishore@dineo ut.co.in	User Asset - Laptop	PF3D564 9	Yes
197 643 8	Pawan Bharti	Teaml ease	Ac tiv e	Operations	Deployment	Nafees Ahmed	Noid a	pawan.bharti@di neout.co.in	User Asset - Laptop	5QZRVZ 2	Yes
1.5 E+0 7	Priyanshu Gupta	On Rolls	Ac tiv e	Product & Technology	Technology	Chhavi Garg	Noid a	priyanshu.gupta @dineout.co.in	User Asset - Laptop	5GKPT9 3	Yes
1.5 E+0 7	Rachita Agrawal	On Rolls	Ac tiv e	Business Strategy and Analytics	Business Strategy and Analytics	Archit Jindal	Noid a	rachita.agrawal@ dineout.co.in	User Asset - Laptop	PF34T7K A	Yes
1.5 E+0 7	Ram Kumar	On Rolls	Ac tiv e	Product & Technology	Technology	Ashish Suresh Kothawale	Noid a	ram.kumar1@din eout.co.in	User Asset - Laptop	1BNPT9 3	Yes
1.5 E+0 7	Ranjan Kumar	On Rolls	Ac tiv e	Marketing	Design	Bhagyashree Rewatkar	Noid a	ranjan.kumar@di neout.co.in	User Asset - Laptop	1QZRVZ 2	Yes
1.5 E+0 7	Ravi Shyam	On Rolls	Ac tiv e	Product & Technology	Technology	Pankaj Bisht	Noid a	ravi.shyam@dine out.co.in	User Asset - Laptop	18HPT93	Yes

1.5 E+0 7	Rinky Singh	On Rolls	Ac tive	Product & Technology	Technology	Rahul Gupta	Noid a	rinky.singh@di neout.co.in	User Asset - Laptop	C02F4A G5MD6 M	Yes
1.5 E+0 7	Rishabh Singh	On Rolls	Ac tive	Product & Technology	Technology	Prashant Kumar	Noid a	rishabh.singh@di neout.co.in	User Asset - Laptop	2MHPT9 3	Yes
1.5 E+0 7	Robin Sinha	On Rolls	Ac tive	Marketing	Brand Marketing	Sanjula Miglani	Noid a	robin.sinha@di neout.co.in	User Asset - Laptop	HB4WZ9 3	Yes
207 175 7	Rutuja Balasaheb Dhobale	Teaml ease	Ac tive	Operations	Inresto Operations	Shubham Bothara	Pune	rutuja.dhobale@ dineout.co.in	User Asset - Laptop	3C5WZ9 3	Yes
1.5 E+0 7	Sagar Panwar	On Rolls	Ac tive	Product & Technology	Technology	Vikas Jayna	Noid a	sagar.panwar@di neout.co.in	User Asset - Laptop	JCGPT93	Yes
1.5 E+0 7	Sahibha Khurana	On Rolls	Ac tive	Strategic Account Sales	Strategic Account Sales	Megha Dabral	Noid a	sahibha.khurana @dineout.co.in	User Asset - Laptop	FR2VVZ 2	Yes
1.5 E+0 7	Sahil Sethi	On Rolls	Ac tive	Account Sales	Account Sales	Pranav Sood	Noid a	sahil.sethi@dine out.co.in	User Asset - Laptop	JD4VVZ 2	Yes
1.5 E+0 7	Samiya Muslim	On Rolls	Ac tive	Account Sales	Account Sales	Neil Jimmy Dossabhoy	Jaipu r	samiya.muslim@ dineout.co.in	User Asset - Laptop	GQ2VV Z2	Yes
1.5 E+0 7	Sanjeev Bhardwaj	On Rolls	Ac tive	Operations	Concierge & Custome Exp.	Nagendra Singh Shekhawat	Noid a	sanjeev.bhardwaj @dineout.co.in	User Asset - Laptop	8G4VVZ 2	Yes
1.5 E+0 7	SHAMBHAV I DWIVEDI	On Rolls	Ac tive	Strategic Account Sales	Strategic Account Sales	Anumeha Dalmia	Kolk ata	shambhavi.dwive di@dineout.co.in	User Asset - Laptop	R90XJH NW	Yes
1.5 E+0 7	Shivangi Goel	On Rolls	Ac tive	Marketing	Brand Marketing	Ankit Kukreja	Noid a	shivangi.goel@di neout.co.in	User Asset - Laptop	2H4VVZ 2	Yes

1.5 E+0 7	Shrikant Sharma	On Rolls	Ac tive	Product & Technology	Design	Sharad Gupta	Noid a	shrikant.sharma @dineout.co.in	User Asset - Laptop	HHXT47 JXP5	Yes
1.5 E+0 7	Shubham Jain	On Rolls	Ac tive	Account Sales	Account Sales	Anshul Sharma	Udai pur	shubham.jain@di neout.co.in	User Asset - Laptop	3R2VVZ 2	Yes
1.5 E+0 7	Shubham Jain	On Rolls	Ac tive	Product & Technology	Technology	Prasanth Sannareddy	Noid a	shubham.jain1@ dineout.co.in	User Asset - Laptop	6GKPT9 3	Yes
1.5 E+0 7	Shubham Singh	On Rolls	Ac tive	Account Sales	Account Sales	Dhruv Kapoor	Noid a	shubham.singh3 @dineout.co.in	User Asset - Laptop	1RZRVZ 2	Yes
1.5 E+0 7	Siddharth Shankar Sharma	On Rolls	Ac tive	POS - CRM	Enterprise-CRM	Anand Kaley	Noid a	siddharth.sharma @dineout.co.in	User Asset - Laptop	7QZRVZ 2	Yes
1.5 E+0 7	Simran Singh	On Rolls	Ac tive	Account Sales	Account Sales	Vishwas Gautam	Chan digar h	simran.singh1@d ineout.co.in	User Asset - Laptop	H9NPT9 3	Yes
1.5 E+0 7	Sourabh Chohan	On Rolls	Ac tive	Product & Technology	Technology	Prashant Kumar	Noid a	sourabh.chohan @dineout.co.in	User Asset - Laptop	DQZRV Z2	Yes
1.5 E+0 7	Souradeep Ghosh	On Rolls	Ac tive	Business Strategy and Analytics	Business Strategy and Analytics	Priyanka Grover	Noid a	souradeep.ghosh @dineout.co.in	User Asset - Laptop	R90XJH N5	Yes
1.5 E+0 7	Sumit Yadav	On Rolls	Ac tive	Operations	Deployment	Vivek Kapoor	Noid a	Sumit.yadav@di neout.co.in	User Asset - Laptop	2NHPT9 3	Yes
1.5 E+0 7	Survi Hamirwasia	On Rolls	Ac tive	Account Sales	Account Sales	Jason Aaron	Kolk ata	survi.hamirvasia @dineout.co.in	User Asset - Laptop	PF3D4M D4	Yes
1.5 E+0 7	Tanay Khandelwal	On Rolls	Ac tive	Product & Technology	Product	Sharad Gupta	Noid a	tanay.khandelwal @dineout.co.in	User Asset - Laptop	C02FCR VRQ6L4	Yes

1.5 E+0 7	Urmi K Shah	On Rolls	Ac tiv e	Account Sales	Account sales	Rimanshi Bhatia	Ahm edaba d	urmi.shah@dine out.co.in	User Asset - Laptop	R90XJJC V	Yes
1.5 E+0 7	Vaibhav Chaudhary	On Rolls	Ac tiv e	Account Sales	Account Sales	Pushkar Pendharkar	Goa	vaibhav.chaudhar y@dineout.co.in	User Asset - Laptop	DFKPT9 3	Yes
1.5 E+0 7	Vibhuti Garg	On Rolls	Ac tiv e	Legal	Legal & Complaine	Abhishek Agarwal	Noid a	vibhuti.garg@din eout.co.in	User Asset - Laptop	5LHPT9 3	Yes
1.5 E+0 7	Vivek Kapoor	On Rolls	Ac tiv e	Management	Management	Ankit Mehrotra	Noid a	vivek.kapoor@di neout.co.in	User Asset - Laptop	C02F48Z 3MD6M	Yes
1.5 E+0 7	Mir Zaheer Ali Khan	On Rolls	Ac tiv e	Account Sales	Account Sales	Mohd Fazeel	Hyde rabad	zaheer.alikhan@ dineout.co.in	User Asset - Laptop	1B4WZ9 3	Yes



### **SCHEDULE III: CONSIDERATION FOR TRANSITION SERVICES**

1. Subject to Paragraphs 7 to 9 below, the the Consideration payable by the Service Recipient, in accordance with Clause 5.1 of this Agreement shall be computed on a month-on-month basis, in accordance with the monthly cost determinant set out in **Schedule I** above, with respect to each Transition Service, until the earlier of (i) Cessation Date with respect to such Transition Service; and (ii) the expiry of the Service Term.
2. Where an Additional Service is requested, the Parties shall mutually agree in writing to a monthly fee payable for receipt of such service, which (subject to Paragraphs 7 to 9 below below) shall be included in the Consideration payable upon on and from the end of the month when the provision of such Additional Service commenced.
3. The Consideration shall be exclusive of all reasonable administrative expenses and reasonable out of pocket expenses (including travelling costs and expenses, statutory charges, any fees or facilitation charges or expenses) incurred by the Service Provider in performance of the Transition Services. All such expenses must be pre-approved in writing by the Service recipient and shall be separately paid (in addition to the Consideration) on a monthly basis to the Service Provider along with the Consideration on the basis of actual costs incurred by the Service Provider (and which are supported by documentary evidence (e.g. invoices) to be provided to the Service Recipient).
4. In the event certain Additional Services are provided, the Service Recipient shall pay, such amount reasonable administrative expenses and reasonable out of pocket expenses, in addition to the Consideration, for the provision of such Additional Services, as may be agreed between the Service Recipient and the Service Provider, in accordance with Paragraph 3 above.
5. The Service Provider shall issue an invoice to the Service Recipient setting out the Consideration plus applicable Taxes, at the end of each 30 day period (“**Month**”) on and from the Execution Date, for all the amounts due in respect of Transition Services (including Additional Services) provided during that Month. Such invoice shall contain in reasonable detail (i) the description of the Transition Services (including Additional Services) provided in the Month; (ii) the amount chargeable for each Transition Service (including Additional Services) provided (per Paragraph 1 and 3 above); and (iii) details of pre-approved administrative costs and expenses incurred by the Service Provider for provision of the Transition Services (including Additional Services), during the Month; (iv) the bank account details of the Service Provider, into which the Service Recipient is required to remit the Consideration.
6. Subject to the provision of the Transition Services in accordance with the terms under this Agreement by the Service Provider, the Service Recipient shall make payment of all undisputed amounts against invoices raised by the Service Provider within a period of 30 (thirty) calendar days from the date of receipt of invoice by them.

7. If the Transition Services (including Additional Services) are provided for only a portion of the Month, the fees for such Transition Services payable by the Service Recipient will be prorated to reflect the number of days such Transition Services (including Additional Services) were actually provided during such Month.
8. In the event that the Service Recipient disputes any amount on an invoice, it shall notify the Service Provider within 15 (fifteen) calendar days after receipt of such invoice and shall describe the reason for disputing such amount in reasonable detail and will be entitled to withhold such amount during the pendency of the dispute. The provisions of Clause 10 (*Governing Law and Dispute Resolution*) shall apply with respect to any disputed amount. Upon resolution of the dispute as per the terms of Clause 10, to the extent amounts are due from the concerned the Service Recipient to the Service Provider, it shall pay such applicable amount within 15 (fifteen) calendar days from the resolution of the dispute in accordance with this **Schedule III** or such other time period as may be prescribed by the arbitral tribunal or jurisdictional court.