Pico Public Cloud Limited
Master Services Agreement

MASTER SERVICES AGREEMENT (MSA)

This Master Services Agreement (hereinafter referred to as the “MSA”/ "Agreement"), made effective on this ___________ day of ___________________, 20____ ("Effective Date"), is entered into by and between ___________________ (hereinafter referred to as the "CLIENT", "TENANT", "YOU", or "YOUR"), and **PICO PUBLIC CLOUD LIMITED**, having office at Bays 23 Gulshan Avenue, Plot-6 (6th Floor), Block-SW(I), Bir Uttam Mir Shawkat Sarak, Dhaka-1212 (“PICO”, "PROVIDER", “Service Provider” "WE", "US", or "OUR"), as the cloud service provider. This Agreement sets forth the terms and conditions governing the provision and use of services, becoming binding upon the CLIENT from the Effective Date.

1. ANNEXURE DETAILS

The following documents, together with this Master Services Agreement, collectively form the entire Agreement between the Parties:

1.1 Main Body - This Master Services Agreement

1.2 Annexure A- Definitions

1.3 Annexure B - Non-Disclosure and Confidentiality Agreement

1.4 Annexure C - Service Level Agreement ("SLA")

1.5 Annexure D - Product and Payment Schedule ("PPS")

1.6 Annexure E - Acceptable Use Policy ("AUP")

1.7 Annexure F - PICO Marketplace Terms

1.8 Annexure G – Managed Services Scope and Responsibilities

1.9 Annexure H- Data Retention Policy (DRP)

2. LICENSE AND USAGE POLICY

2.1 License Grant

Subject to the terms and conditions of this Agreement, including the CLIENT’s subscription to the Cloud Services in accordance with the Product and Payment Schedule (Annexure D) and compliance with the Acceptable Use Policy (Annexure E), WE hereby grants to YOU a revocable, worldwide, limited, non-exclusive, non-transferable right and license, during the term of this Agreement, to: (i) use the Public Cloud Services; and (ii) implement, configure, and access the Public Cloud Services that YOU have ordered, including any developments by US delivered as part of the services, solely for YOUR internal or external business operations and strictly in accordance with the terms of this Agreement.

It is agreed that WE may suspend or terminate the Services immediately in the event of (i) non-payment; (ii) security threats; (iii) the Client’s violation of any terms of this Contract; (iv) unlawful use; or (v) upon legal & regulatory requirement.

2.2 Authorized User

YOU may permit YOUR authorized users to utilize the Cloud Services. Notwithstanding such permission, YOU shall remain solely responsible for ensuring YOUR authorized users' compliance with all terms and conditions of this Agreement, provided that,

2.2.1 Such use is strictly for YOUR internal business operations.

2.2.2 YOU do not sublicense, distribute, resell, or otherwise commercially exploit the Cloud Services.

2.2.3 YOU remain fully responsible and solely liable for all actions of YOUR authorized users, including any violation or misuse. Any unauthorized or illegal use by YOU or Your authorized user/s shall be deemed as a breach by YOU.

2.2.4 YOU shall not use the Cloud Services to (i) engage in illegal activities; (ii) store or distribute unlawful, harmful or offensive content; (iii) conduct unauthorized network scanning, penetration testing or hacking; (iv) engage in cryptocurrency mining; or (v) consume excessive computing resources beyond agreed quotas. PICO reserves the right to suspend or terminate the Cloud Services immediately if any such violation is detected.

2.2.5 YOU shall be solely responsible for ensuring that YOUR use of Cloud Services complies with all applicable laws, including but not limited to cybersecurity, data protection and financial regulations. If PICO is notified by legal or regulatory authorities of any illegal activity involving the Client’s use of the Cloud Services, it reserves the right to take necessary action, including suspension of the Services, without liability.

3. INTERPRETATION

In this Agreement, unless otherwise stated or the context otherwise requires, the following words and expressions shall have the following meanings:

3.1 "Party" refers individually to PICO or the CLIENT, and "Parties" refers collectively to PICO and the CLIENT.

3.2 All headings and sub-headings are for convenience of reference only and shall not be used in the interpretation or construction of this Agreement; "Clause" or "Sub-Clause" refers to a clause or sub-clause of this Agreement.

3.3 "Written" or "in writing" means any communication or record that is hand-written, typed printed, or electronically made, resulting in a permanent record.

3.4 Where the context so requires, reference to a "person" shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons, or any state or agency thereof.

3.5 Any official communication shall be deemed formal communication when transmitted via e-mail, hard copy, soft message, postal service, audio and/or video call, or any other mutually agreed medium.

3.6 The singular includes the plural and vice versa.

3.7 Any one gender includes the other.

3.8 Where a word or expression is defined, cognate words and expressions shall be construed accordingly.

3.9 Reference to the word "person" or "persons" or to words importing persons includes individuals, firms, corporations, government agencies, committees, departments, authorities, and other bodies, whether incorporated or unincorporated, and whether having separate legal personality or not.

3.10 The words "including", "include", "in particular", "such as", or any similar expression are to be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of any preceding words.

3.11 Reference to a Party is to a Party to this Agreement, its successors, and permitted assigns.

3.12 Where any act, matter, or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a Business Day, then that act, matter, or thing shall be carried out or performed on the immediately following Business Day.

4. LAW AND LANGUAGE

4.1 This Agreement shall be governed by and construed in accordance with the laws and regulations of the People’s Republic of Bangladesh.

4.2 The language of this Agreement shall be English. All correspondence and other documents pertaining to this Agreement, including technical documentation, exchanged between the Parties, shall be written in English. In the event of any discrepancy or dispute arising from translations into another language, the English version shall prevail.

5. PENALTY/COMPENSATION

5.1 Penalty due to Non-Performance by PROVIDER

5.1.1 If PICO fails to meet the applicable service level thresholds as stipulated in the Service Level Agreement (SLA), solely due to its own fault and not as a result of any force majeure event or other exclusions expressly permitted under the SLA, PICO shall be liable to compensate the CLIENT strictly in accordance with the service credit provisions set out in the SLA.

5.1.2 For the avoidance of doubt, the service credits provided under the SLA shall constitute the sole and exclusive remedy of the CLIENT in respect of any failure to meet the agreed service levels.

5.2 Penalty Due to Failed Payment by CLIENT

If the CLIENT fails to make payment in accordance with the agreed-upon payment schedule on or before the Due Date, the CLIENT shall be liable to pay a late payment penalty following the provisions of the Data Retention Policy (Annexure H).

6. VARIATION AND ADJUSTMENT

6.1 Any changes to this Agreement may be made by way of addition, alteration, substitution, repeal or modification within the scope of this Agreement and through mutual agreement in writing between the Parties.

6.2 Notwithstanding the foregoing, PICO may update or modify any Documentation (defined in Annexure A) from time to time, provided that changes to the Documentation will not result in a material reduction in the level of performance or availability of the applicable Cloud Services provided to the You during the Term of this Agreement. Any change due to such modification to the Documentation shall not result in violation of the foregoing clause.

7. DISPUTE RESOLUTION

7.1 The Parties shall make every effort to resolve amicably by direct formal or informal negotiation if there is any disagreement or dispute arise between themselves under or in connection with this Agreement.

7.2 If the Parties are unsuccessful in resolving the dispute within a period of 01 (one) month, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by Arbitration in accordance with the Arbitration Act 2001. The place of arbitration shall be Dhaka, and the language to be used in the arbitral proceedings shall be English.

8. FORCE MAJEURE

8.1 Failure on the part of either party to perform any of its obligations set forth in this Agreement will not be deemed to be a breach of this Agreement to the extent that such failure arises as a result of an event of Force Majeure.

8.2 For the purpose of this clause, “Force Majeure” means an event or situation beyond the control of either party that is not foreseeable, is unavoidable and its origin is not due to negligence or lack of care on the part of either party which makes the performance of the contract completely different from what was expected by the Parties at the time of the entering into the contract. Force majeure shall include but not limited to Acts of God (such as fire, explosion, earthquake, drought, tidal wave, flood, or other natural disasters, War, hostilities (whether war be declared or not), invasion, acts of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, military or usurped power, or civil war, Contamination by radioactivity of any kind and capacity, as well as lethal and non-lethal medical situations arising from contagious diseases creating epidemics, pandemics, or other medical situations declared by a recognized Governmental or international health authority, riot, commotion, strikes, go-slows, lockouts, unlawful assembly, or disorder, unless solely restricted to employees of the supplier or of their sub-contractors or acts or threats of terrorism or any other event of any nature or kind whatsoever beyond the control of the Parties that directly or indirectly hinders or prevents the Parties from commencing or proceeding with consummation of the rights and obligations contemplated hereby.

8.3 If a Force Majeure situation arises, the defaulting Party shall notify the other Party in writing, within 7 (seven) days of such occurrence, the existence of such condition and the cause thereof. Unless otherwise directed by the innocent Party in writing, the defaulting Party shall try and continue to perform its obligations under this Agreement as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.4 If one or more events or circumstances of force majeure render it impossible for a party to fulfil its obligations under this Agreement, and such event or circumstances lasts uninterruptedly for a continuous period of 60 (sixty) days, the Parties shall be entitled to terminate this Agreement forthwith by giving a termination notice to the other party without any liability except the liabilities accrued to the Parties in accordance with the provisions of this Agreement prior to the date of occurrence of the force majeure.

8.5 The Parties agree to use all reasonable endeavours to mitigate the effect of any force majeure.

9. TERM & TERMINATION OF AGREEMENT

9.1 This Agreement shall become effective on the date the CLIENT first subscribes to any Cloud Service package offered by the PROVIDER through its platform and shall remain valid for the duration of the subscribed package, including any subsequent renewals thereof.

9.2 Unless the CLIENT renews the subscribed Cloud Service(s) on or before the applicable due date, the services shall automatically expire at the end of the active subscription period, and the CLIENT’s data shall thereafter be handled in accordance with the Data Retention Policy annexed hereto.

9.3 The CLIENT may terminate this Agreement solely in the event of a material and continuous Service Interruption attributable to PICO, which is not excused under any force majeure event or other permitted downtime or exclusions expressly allowed under the applicable Service Level Agreement (SLA). In such case, the CLIENT shall provide seven (7) business days’ prior written notice specifying the nature of the Service Interruption and allowing PICO an opportunity to cure within such period. If PICO fails to restore the Services in accordance with the SLA within the cure period, the CLIENT may terminate the Agreement. For the avoidance of doubt, no termination right shall arise in respect of (i) scheduled maintenance, (ii) force majeure events, (iii) acts or omissions of the CLIENT or third parties beyond PICO’s control, or (iv) any other circumstances expressly excluded under the SLA.

9.4 Subject to following the procedure of the preceding clause, the CLIENT may terminate the Agreement and claim compensation, in accordance with Clause 5.1. For avoidance of doubt, neither Party shall have the right to terminate this Agreement for convenience during any active subscription period.

9.5 PICO may terminate this Agreement upon written notice if the CLIENT commits a material breach of this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice thereof. Such termination shall be without liability to PICO, and shall be without prejudice to any rights, remedies, or claims accrued in favour of PICO prior to the effective date of termination, including without limitation any outstanding payment obligations due and payable.

9.6 Notwithstanding the termination or expiry of this Agreement for any reason, the provisions relating to confidentiality, limitation of liability, intellectual property, governing law, dispute resolution, payment obligations accrued prior to termination, and any other provisions which by their nature are intended to survive, shall remain in full force and effect in accordance with their terms.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership of Pre-existing Intellectual Property

Each Party retains all rights, title, and interest in and to its respective pre-existing Intellectual Property Rights (IPR) existing prior to or independently of this Agreement. Nothing in this Agreement shall be construed as a transfer of ownership of any pre-existing IPR from one Party to the other.

10.2 Ownership of Developed Intellectual Property

All Intellectual Property Rights developed by PICO while providing the Cloud Services to the CLIENT under this Agreement, including but not limited to custom configurations, integrations, or specific software enhancements created for the CLIENT, shall remain the sole property of PICO. PICO hereby grants the CLIENT a non-exclusive, non-transferable, worldwide license to use such developed IPR solely in conjunction with the Public Cloud Services for the CLIENT's internal/external business operations, subject to the terms and conditions of this Agreement.

10.3 Client Data

As between the Parties, the CLIENT shall retain all Intellectual Property Rights in and to the Client Data. PICO acknowledges that it obtains no rights of ownership in the Client Data by virtue of this Agreement.

10.4 IPR Indemnification

10.4.1 By PICO: PICO shall indemnify, defend, and hold harmless the CLIENT from and against any third-party claims, demands, suits, or proceedings alleging that the Public Cloud Services, as provided by PICO, infringe or misappropriate any patent, copyright, trademark, or trade secret of such third party, provided that (a) the CLIENT promptly notifies PICO of the claim, (b) PICO has sole control of the defense and all related settlement negotiations, and (c) the CLIENT provides PICO with all reasonable assistance, information, and authority necessary to perform the above.

10.4.2 By CLIENT: The CLIENT shall indemnify, defend, and hold harmless PICO from and against any third-party claims, demands, suits, or proceedings alleging that the Client Data or the CLIENT's use of the Public Cloud Services in violation of this Agreement infringes or misappropriates any patent, copyright, trademark, or trade secret of such third party, provided that (a) PICO promptly notifies the CLIENT of the claim, (b) the CLIENT has sole control of the defense and all related settlement negotiations, and (c) PICO provides the CLIENT with all reasonable assistance, information, and authority necessary to perform the above.

10.5 Restrictions

The CLIENT shall not (and shall not permit any third party to) reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Public Cloud Services, or modify, translate, or create derivative works based on the Public Cloud Services, except as expressly permitted herein.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1 Exclusion of Damages

To the maximum extent permitted by applicable law, in no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of goodwill, or interruption of business, arising out of or in connection with this Agreement, even if such Party has been advised of the possibility of such damages.

11.2 Cap on Liability

Except for liabilities arising under Clause 10 (IPR Indemnification), Clause 12 (Data Protection and Security), or for damages caused by fraud, gross negligence, or willful misconduct, the aggregate liability of either Party to the other Party under this Agreement, regardless of the form of action, whether in contract, tort, or otherwise, shall in no event exceed the total fees amount paid or payable by the CLIENT to PICO under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

11.3 Indemnification

11.3.1 Each Party shall indemnify, defend, and hold harmless the other Party, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or relating to: (i) any breach of this Agreement by the indemnifying Party; (ii) any negligence or willful misconduct of the indemnifying Party; or (iii) any violation of applicable laws by the indemnifying Party in performing its obligations under this Agreement. This general indemnification is distinct from and in addition to the specific penalties set forth in Clause 5.

11.3.2 In addition, and without limiting the generality of Clause 11.3.1, the CLIENT shall indemnify, defend, and hold harmless PICO, its affiliates, and their respective officers, directors, employees, agents, and subcontractors from and against any and all claims, suits, losses, damages, liabilities, costs, charges, and expenses (including but not limited to reasonable legal counsel's fees, judgments, fines, penalties, or orders imposed by a court, regulator, or other competent authority) that arise out of or relate to.

a) the CLIENT's use or misuse of the Cloud Services, including any processing, transmission, storage, or disclosure of data or content (whether of the CLIENT or any third party),

b) any claim that the CLIENT's data, content, or business operations infringe or misappropriate the intellectual property or other rights of any third party,
c) the CLIENT's failure to obtain necessary consents, authorizations, or approvals in relation to data or content uploaded, stored, or processed through the Cloud Services; or
d) the CLIENT's breach of applicable laws, including but not limited to data protection, cybersecurity, and export control laws.

11.3.3 The indemnification obligations under this Clause shall survive the termination or expiry of this Agreement.

12. DATA PROTECTION AND SECURITY

12.1 Data Ownership

All data, information, and content submitted by the CLIENT or its users to the Public Cloud Services ("Client Data") shall remain the sole property of the CLIENT. PICO shall only process Client Data as necessary to provide the Services under this Agreement and in accordance with the CLIENT's lawful instructions.

12.2 Data Security

PICO shall implement and maintain appropriate technical and organizational measures to protect Client Data against unauthorized or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure. Such measures shall be commensurate with industry best practices and the sensitivity of the Client Data, as further detailed in the SLA.

12.3 Data Privacy Compliance

Both Parties shall comply with all applicable data protection, privacy, and cybersecurity laws and regulations in Bangladesh and any other jurisdiction relevant to the processing of Client Data under this Agreement. This includes, where applicable, obligations under the Digital Security Act (DSA), and any future data protection ordinances or laws in Bangladesh.

12.4 Data Breach Notification

PICO shall promptly notify the CLIENT without undue delay upon becoming aware of any actual or suspected unauthorized access to, use, or disclosure of Client Data. PICO shall provide reasonable cooperation to the CLIENT in investigating and mitigating the effects of any such breach.

12.5 Data Return and Deletion

Upon termination or expiration of this Agreement, PICO shall, at the CLIENT's written request, either return or securely delete all Client Data within a reasonable period, unless otherwise required by law or retained for legitimate business purposes as specified in PICO's Data Retention Policy (DRP) Annexure H.

12.6 If PICO is legally compelled (including, without limitation, by law, rule regulation, stock exchange, government regulatory, administrative or similar agency, as part of a judicial or administrative proceeding or otherwise, by deposition , interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or otherwise) to disclose any confidential data/information, PICO may disclose only the part of the confidential data/information as it is required by law to be disclosed and shall use its reasonable best efforts to obtain confidential treatment therefore.

13. REPRESENTATIONS AND WARRANTIES

13.1 Mutual Warranties .

Each Party represents and warrants that:

13.1.1 It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation.

13.1.2 It has the full corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

13.1.3 The execution and performance of this Agreement do not and will not conflict with or violate any other agreement or instrument to which it is a party or any law or regulation by which it is bound.

13.2 PICO Warranties

PICO represents and warrants that:

13.2.1 It will provide the Public Cloud Services in a professional and workmanlike manner, in accordance with industry standards and the specifications set forth in the SLA.

13.2.2 The Public Cloud Services, as provided, will not infringe or misappropriate any Intellectual Property Rights of any third party.

13.2.3 It will comply with all applicable laws and regulations in its provision of Public Cloud Services.

13.3 CLIENT Warranties

The CLIENT represents and warrants that:

13.3.1 It has the necessary rights and consents to provide the Client Data to PICO for processing under this Agreement.

13.3.2 Its use of the Public Cloud Services will comply with all applicable laws and regulations, including but not limited to data protection laws, and the AUP.

13.3.3 Client Data does not contain any material that is unlawful, harmful, defamatory, or infringes upon the rights of any third party.

14. DISCLAIMER OF IMPLIED WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PICO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. PICO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

15. ASSIGNMENT AND SUBCONTRACTING

15.1 Assignment

The CLIENT shall not assign, transfer, delegate, novate, or otherwise dispose of, whether voluntarily, involuntarily, by operation of law, or otherwise, any of its rights, interests, or obligations under this Agreement, without the prior written consent of PICO. Such consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation of this clause shall be null and void.

Notwithstanding the foregoing, PICO may assign or transfer this Agreement, in whole or in part, without the consent of the CLIENT, to any of its affiliates, subsidiaries, parent companies, group entities, any entity under common control with PICO, or to a successor entity in connection with a merger, acquisition, corporate reorganization, consolidation, or sale of all or substantially all of its assets or business, provided that any permitted assignee assumes all rights and obligations of PICO under this Agreement.

15.2 Subcontracting

PICO may subcontract any or all portions of the Cloud Services to any Third Party; provided, however, that PICO shall remain fully responsible for all acts and omissions of its subcontractors as if they were the acts and omissions of PICO itself, and PICO shall ensure that any such subcontractors comply with the terms of this Agreement, particularly concerning confidentiality and data security.

16. SERVICE MANAGEMENT

16.1 Change Management Process

The Parties shall establish and adhere to a mutually agreed-upon Change Management Process for all significant changes to the Cloud Services, Client Data, Client's environment, or the underlying infrastructure that may impact Client's operations. This process shall include, but not be limited to, procedures for requesting, reviewing, approving, scheduling, implementing, and documenting changes, with appropriate notice periods and rollback plans.

16.2 Client Responsibilities for Managed Services

To enable PICO to deliver the Cloud Services effectively, Client shall: (a) provide timely access to necessary information, systems, and personnel; (b) ensure its network and internal systems meet specified technical prerequisites; (c) designate a primary point of contact for service coordination and escalations; (d) promptly respond to requests for information or approvals from PICO; and (e) adhere to all security policies and procedures communicated by PICO relevant to Client's environment.

17. GOVERNING DOCUMENTATION HIERARCHY

17.1 In the event of any conflict or inconsistency between the provisions of this Master Services Agreement and any annexures, schedules, purchase orders, or work orders executed pursuant hereto, the documents shall take precedence in the following order of priority:

17.1.1 The Main Body of this Master Services Agreement;

17.1.2 Annexure C (Service Level Agreement);

17.1.3 Annexure E (Acceptable Use Policy);

17.1.4 Annexure D (Product and Payment Schedule);

17.1.5 Annexure H (Data Retention Policy)

17.1.6 Annexure A (Definition)

17.1.7 Annexure B (Non-Disclosure and Confidentiality Agreement);

17.1.8 Annexure F (PICO Marketplace Terms)

17.1.9 Annexure G (Managed Services Scope and Responsibilities), and

17.1.10 any other annexure(s), purchase order, or mutually agreed work order.

17.2 Notwithstanding the foregoing, where any such annexure, purchase order, or work order expressly provides that its provisions shall prevail over this Agreement or any of its annexures, such express provision shall be given effect to the extent of the conflict.

18. AUDIT RIGHTS

18.1 Client's Right to Audit

Upon reasonable prior written notice (not less than 30 days) and not more than once every twelve (12) months, the CLIENT, or its designated independent third-party auditor (not a competitor of PICO and subject to confidentiality obligations), may, at the CLIENT's expense, audit PICO's compliance with the security, data protection, and service level obligations set forth in this Agreement and the SLA. Such audits should be conducted during normal business hours and in a manner that does not unreasonably interfere with PICO's business operations.

18.2 Provider's Audit Reports

PICO may, upon request, provide the CLIENT with copies of any relevant third-party audit reports that PICO obtains relating to Public Cloud Services.

19. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given upon: (a) personal delivery; (b) one (1) business day after dispatch if sent by reputable express courier with tracking; or (c) three (3) business days after mailing if sent by registered or certified mail, postage prepaid, return receipt requested; or (d) upon confirmation of receipt if sent by email, provided that a copy is also sent by one of the other methods, to the addresses specified below, or to such other address as either Party may designate by written notice to the other Party:

If to CLIENT:

[CLIENT's Full Legal Name]

[CLIENT's Address]

[CLIENT's City, Postal Code, Country]

Email: [CLIENT's Email for Notices]

Attention: [Relevant Contact Person]

If to PICO:
Pico Public Cloud Limited

Bay's (level 10) 23 Gulshan Avenue, Gulshan 1

Dhaka 1212 Bangladesh

Email: info@picopublic.cloud

Attention: Chief Executive Officer

20. ENTIRE AGREEMENT

This Agreement, together with its Annexures, constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, negotiations, discussions, or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of both Parties.

21. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed to be deleted from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect as if the invalid, illegal, or unenforceable provision had never been contained herein. The Parties shall endeavour to replace any such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely approximates the original intent and economic effect of the invalid, illegal, or unenforceable provision.

22. WAIVER

22.1 No failure to exercise nor any delay in exercising on the part of the Parties any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

22.2 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

23. RELATIONSHIP

The performance of services by any Party for the other hereunder is in the capacity of an independent contractor. Accordingly, nothing contained in this Contract shall be construed as establishing an employer/employee relationship, joint venture, partnership or agency relationship between PICO and the CLIENT.

24. APPLICABILITY OF ANNEXURES

The annexures attached hereto form an integral part of this Agreement. However, each annexure is intended to apply only to the specific category of Client for which it is relevant. The applicability of any annexure shall be determined based on the nature of the relationship between the Client and the Service Provider, and the specific services or arrangements availed by the Client. In the event an annexure is not relevant to the Client's category or scope of engagement, such annexure shall be deemed inapplicable and shall have no binding effect on the Client.

25. ACKNOWLEDGMENT AND CONSENT TO AGREEMENT EXECUTION (ONLINE ACCEPTANCE)

By selecting the “I Agree” option, the CLIENT affirms that the CLIENT has reviewed, comprehended, and consented to be legally bound by all provisions contained herein. Such electronic affirmation shall serve as the CLIENT’s valid and enforceable execution of this Agreement, possessing the same legal effect as a manually affixed signature.

IN WITNESS WHEREOF, this Agreement is executed in duplicate by the duly authorized representatives of the Parties on the date first written above.

Signature of the CLIENT	Witness, for and on behalf of, CLIENT
Full Name:	Full Name:
Address:	Address:
Signature of the PROVIDER	Witness, for and on behalf of, PROVIDER
Full Name:	Full Name:
Designation:	Address: