

## ORDER FORM

|                           |  |
|---------------------------|--|
| Agreement Number          | 20240125ET01   |
| Effective Date            | 22-04-2024   |
| Name of the Customer      | Yanolja Cloud Solution Private Limited (formerly known as Yanolja Cloud India Private Limited (formerly known as eZee Technosys Private Limited))  |
| Address of the Customer   | Address: D-113, International Trade Center, Majura Gate, Surat, Gujarat 395002   |
| GST No. of the Customer   | 24AABCE7806N1ZG  |
| Covered Services          | <ul style="list-style-type: none"><li>Scrut Platform (“<b>Software</b>”) <input checked="" type="checkbox"/></li><li>Statement of Work set out in Schedule A <input checked="" type="checkbox"/></li></ul> |
| Fees for Covered Services | (detailed in Schedule B)   |
| Subscription Term         | 1 year   |

This Order Form is entered into on the Effective Date mentioned above between Riversys Technologies Private Limited, a private limited liability company having its registered office at 302, Plot No 15, 3rd Floor, Kumar Tower, Wazirpur Industrial Area, Delhi North-West, 110052 (“**Company**”), and the Customer listed above (“**Customer**”). Unless otherwise mutually agreed between the Parties in writing, the terms set forth in this Order Form together with the Schedules attached herein, the [General Terms and Conditions](#), and the [Privacy Policy](#) available shall govern the relationship between the Parties.

Company:

Customer:

*Aayush Choudhury*

*Harshdeep Khatri*

**Riversys Technologies Private Limited**

302, Plot No 15, 3rd Floor, Kumar Tower, Wazirpur  
Industrial Area, Delhi North West, 110052  
GST No.: 07AAKCR1346R1ZR

**Yanolja Cloud Solution Private Limited (formerly  
known as Yanolja Cloud India Private Limited  
(formerly known as eZee Technosys Private  
Limited))**

Address: D-113, International Trade Center, Majura Gate,  
Surat, Gujarat 395002

## SCHEDULE A

### STATEMENT OF WORK

| General Tasks  | Frequency  |
|--|--|
| Establish the list of applicable controls with an Implementation plan          | Annual   |
| Deploying the GRC tool and making necessary configurations                     | Recurring Software Usage   |
| Consultation and preparing the policies  | Annual   |
| Consultation, preparing and helping customer to collect the evidence artifacts | Annual   |
| Infosec training for all the employees   | Recurring, auto-administered on the platform when a new employee joins |

The exact timing of each of the above activities shall be mutually decided, basis the availability of Client's team and Riversys customer success team

**Standards covered - Up to 5 Frameworks**

## SCHEDULE B

### COMMERCIALS

| Payment Terms  | Price       |
|--|-------------|
| <b>Annual subscription to Scrut's GRC Platform</b><br>Payable monthly upfront, i.e., INR 53,333.33 per month | ₹640,000.00 |

**Total ₹640,000.00**

\*All figures are in INR

- This would be an annual subscription plan and the above cost excludes taxes.
- The above cost does not include the cost of an external auditor.
- The above cost includes onboarding, training, and on-going product support.
- The monthly payment option is available only if auto-debit from credit/debit card is enabled.

### General Terms and Conditions

These terms of use ("**Terms**") are a binding legal contract between Yanolja Cloud Solution Private Limited (formerly known as Yanolja Cloud India Private Limited (formerly known as eZee Technosys Private Limited)), located at D-113, International Trade Center, Majura Gate, Surat, Gujarat 395002 ("**Customer**") and Riversys Technologies Private Limited, a private limited company incorporated under the Companies Act, 2013 having its registered office at 302, Plot No 15, 3<sup>rd</sup> Floor, Kumar Tower, Wazirpur Industrial Area, Delhi North-West, 110052 ("**Company**") to govern the usage of the Scrut platform provided as a software as a service by Company, together with any materials made available by Company on or through the platform ("**Software**") by Customer. Customer's access to and use of Software is conditioned on Customer's acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use Software. By accessing or using Software, Customer is agreeing to these Terms (as applicable).

Company and Customer may be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

If Customer is using and/or accessing the software as an employee, agent, or contractor of a corporation, partnership or similar entity, then Customer represents that Customer has the authority to bind such entity in order to accept the Terms. These Terms are subject to terms of any such contracts that Customer might enter into with Company including any order forms entered into by Customer and Company governing the access to Software ("**Order Form**").

**Modifications to this Terms:** Company may amend these Terms from time to time, in which case the new terms and conditions will supersede prior versions. Company may modify these Terms with or without prior permission from Customer. However, Customer shall be informed prior to such modifications. If Customer continues to use Software following such a change, this is deemed as consent by Customer to the so amended policies. Nonetheless, should Customer object to any such modifications within fourteen (14) days from the date of receipt, the original terms and conditions shall be upheld.

In consideration of the terms and conditions set forth below, the Parties agree as follows:

The "**Effective Date**" of these Terms are the date which is the earlier of (a) Customer's initial access to the Scrut platform provided as a software as a service by Company, together with any materials made available by Company on or through the platform ("**Software**"); or (b) the effective date mentioned in the Order Form.

### ENGAGEMENT

1. Subject to the Order Form and the terms of these Terms, Company shall provide Customer a limited, revocable, non-transferable, non-sub-licensable and non-exclusive license to use and access Software in accordance with Service Level Terms attached hereto as Exhibit A and reasonable technical support services in accordance with the terms set forth in Exhibit B. These Terms will also govern any statement of work ("**Statement of Work**") covered under the Order Form describing any additional services to be provided by Company to Customer ("**Additional Services**" and together with the Software and support, "**Services**").

2. These Terms are on non-exclusive basis and Company shall not have any exclusive right or obligation to provide the access to Software under these Terms to Customer. Customer shall be free to subscribe to any other software from any other person.

## RESTRICTIONS AND RESPONSIBILITIES

1. Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to Software or any documentation or data related to Software; (b) modify, translate, or create derivative works based on Software (except to the extent expressly permitted by Company or authorized by the terms of these Terms); (c) use Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (d) remove any proprietary notices or labels from Software.
2. Customer represents, covenants, and warrants that Customer will use the Software only in compliance with the terms of the Order Form, these Terms and all applicable laws and regulations.
3. Customer shall be responsible for maintaining Customer account and passwords (including but not limited to administrative and user passwords) in a secure manner to avoid any unauthorized access to Software. Customer will co-operate with Company and provide all assistance as reasonably requested by Company in connection with the provision of Software.
4. Customer shall comply with all applicable law including those regulating privacy or data protection and the collection, storage use and disclosure of Personal Data (as defined below) while using and accessing Software.
5. Customer consents to receive communications from Company through electronic means, including email, SMS, calls or other such means in connection with its use and access to the Software.
6. For any external certifications contemplated under the Order Form, the delivery of such certification to Customer will be subject to Customer duly signing the management representation letter or any similar document, as may be requested by the external auditor /CPA/ competent authority providing the certification.
7. To the extent that the Order Form contemplates Customer obtaining any external certifications from a third party (i.e., an external auditor, CPA, or competent authority ("**Auditor**")) (collectively, the "**Audit Services**") in connection with Services provided by Company to Customer hereunder, Customer may be required to enter into a management representation letter or similar document with the relevant Auditor in respect of the Audit Services prior to the commencement of the Audit Services by Auditor. Company will not be a party to such document and bears no responsibility for the quality, accuracy, or completeness of the Audit Services. Any issues arising in connection with the Audit Services must be resolved directly between Customer and Auditor.

## CONFIDENTIALITY

1. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business that is marked as confidential or proprietary at the time of disclosure or that reasonably should be considered confidential or proprietary based on the nature of the information and the circumstances surrounding the disclosure (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Company includes (i) information regarding features, functionality and performance of the Software; and (ii) information provided by Company to Customer pursuant to these Terms and the Order Form. Proprietary Information of Customer includes Customer Data and non-public data provided by Customer to Company to enable the provision of Software. “**Customer Data**” means the data submitted by Customer or its authorized users to Software and any reports and other content produced by Customer or its authorized users using Software (but excluding any Company IP embodied in such reports and content). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information of the Disclosing Party, and (ii) not to use (except in performance of the obligations contemplated herein or as otherwise permitted herein) or divulge to any third person any such Proprietary Information of the Disclosing Party other than the Receiving Party’s employees, representatives, and agents with a need to have access for the purposes of these Terms and who are bound to written or statutory duties of confidentiality at least as onerous as these Terms. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public other than by a breach of these Terms, or (b) was in its possession or was known by it, prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the the Disclosing Party, or (e) is required to be disclosed by law or court order, provided that Party which is required by law to disclose such information shall beforehand notify the other Party of any such requirement, to the extent legally permitted, and consult with the other Party regarding the manner of such disclosure.
2. To the extent permitted hereunder and the permitted applicable laws, Company shall have the right to access, collect, use, process, store, and analyze meta data and other information relating to the provision, use and performance of various aspects of Software and related systems and technologies, and Company will be free (during and after the term hereof) to use such information and data to (i) improve and enhance Software and for other development, diagnostic and corrective purposes in connection with the provision of Software; and (ii) produce data, information or other materials that cannot be identified as relating to a particular individual or company (such data, information and materials, the “**Anonymized Data**”). Company may use, process, store, disclose and transmit the Anonymized Data for any purpose and without restriction or obligation to Customer of any kind provided that the said Anonymized Data is not reasonably capable of being linked in any way with Customer.
3. Each Party shall, upon the other Party’s written request, securely destroy or return all of the other Party’s Proprietary Information (including copies thereof) in Party’s custody or control.

## PAYMENT OF FEES

1. Company will bill Customer as per the fees specified in the Order Form (“**Fees**”) and any other amounts owing under these Terms. All Fees and other charges will be invoiced and payable by Customer in the currency specified by Company in the Order Form. If Customer’s use of Software or any feature thereof requires the payment of additional fees per the terms of the Order Form, Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided therein. Company reserves the right to revise Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current Renewal Term, subject to prior written notice to Customer. Company shall obtain Customer’s prior written consent before adjusting Fees due to changes in exchange rates. If Customer reasonably believes that Company has billed Customer incorrectly, Customer must notify Company no later than 15 (fifteen) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. The inquiries should be directed to Company’s customer support department at [customerrelations@scrut.io](mailto:customerrelations@scrut.io).
2. Subject to the terms set forth in the Order Form, Company may choose to bill through an invoice, in which case, full payment for the invoices issued must be received by Company within 15 (fifteen) days of the invoice date. In the event of an unpaid amount, Company may terminate or suspend these Terms if Customer fails to cure such a default within 7 (seven) days of Company issuing a notice to Customer. Customer shall be responsible for all taxes associated with services contemplated under the Order Form.
3. The Fees for Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, goods and services tax, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Customer shall be responsible for all Taxes associated with Services contemplated under the Order Form, other than Taxes assessable against Company based on Company’s income, property, or employees. If Company has the legal obligation to remit or collect Taxes for which Customer is responsible, Company will invoice the Taxes owing to Customer, and Customer will pay them unless Customer provides Company with a valid tax exemption certificate.

## INTELLECTUAL PROPERTY RIGHTS; FEEDBACK

1. Customer shall retain all ownership and intellectual property rights in and to Customer Data. Customer hereby grants to Company and its Affiliates a non-exclusive, transferable, sub-licensable, royalty-free license to use, copy, transmit, modify, distribute, publish, display, process, and host Customer Data: (a) solely for the purposes of providing, operating, improving, expanding, and modifying the Services to Customer, (b) in accordance with Company’s Privacy Policy. Customer represents and warrants that it has obtained all necessary rights and consents to (i) provide, store, transmit, or otherwise process Customer Data in or through the Software and (ii) grant Company and its affiliates the licenses and rights to use Customer Data in accordance with



these Terms. Customer is solely responsible for the accuracy, quality, integrity, and legality of Customer Data, the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the Services.

2. Company Intellectual Property Rights.

- a. In providing access to Software, Company may use or include any Company IP that was licensed, procured, or developed by or for Company, which shall at all times be owned by Company. Additionally, Company shall at all times own and/or be deemed to own and will retain all right title and interest in and to (a) Software, any documentation made available by Company relating to the use and performance of Software, and any and all derivative works of, or improvements, enhancements, modifications or updates to any of the foregoing; (b) any tools, developer codes, templates, platforms or software used in connection with Software.
  - b. For the purposes of these Terms, "**Company IP**" shall mean all trade secrets, know-how, source code, object code, technical information, commercial and financial data, copyright, designs, inventions, patents, service marks, trademarks (in each case, whether registered or arising at common law, or its overseas equivalent) and all other industrial or intellectual property rights (whether registered or not) of Company.
3. Reservation of Rights. Each Party grants the other only the licenses and rights to such Party's intellectual property as expressly set out in these Terms. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise.
4. Customer may voluntarily post, submit, or otherwise communicate to Company any questions, comments, suggestions, ideas, original or creative materials or other information about Services (collectively, "**Feedback**"). Company shall obtain Customer's prior consent before copying, publicly performing, publicly displaying, modifying, or distributing such Feedback for commercial purposes only.

## TERM AND TERMINATION

1. Subject to earlier termination as provided below, these Terms commences on the Effective Date and is for the initial subscription term as specified in the Order Form ("**Initial Term**") and shall be renewed for additional periods as the Parties may mutually agree in writing (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") prior to the end of the Initial Term or then-current Renewal Term.
2. Either Party may immediately terminate these Terms upon 60 (sixty) days' written notice to the other Party.
3. In addition to any other remedies it may have, either Party may also terminate these Terms upon 30 (thirty) days' prior written notice (or without notice in the case of non-payment), if the other Party materially breaches any of the terms

or conditions of these Terms and fails to cure such material breach within the 30 (thirty) days period. Further, Company may forthwith terminate these Terms if there is a material change of circumstances including a condition or circumstance which Company was not aware of, or ought not to have reasonably been aware of, becomes apparent, such that Company, acting reasonably, determines that continued provision of services as contemplated under the Order Form is not feasible in accordance with these Terms. Customer will pay in full for Services up to and including the last day on which Services are provided. All sections of these Terms, which by their nature should survive termination or expiration of these Terms, will survive termination or expiration, including, without limitation, accrued rights to payment, confidentiality obligations, ownership of intellectual property rights, Company's right to use feedback, warranty disclaimers, indemnification obligations, and limitations of liability.

4. In the event of termination or expiry of these Terms, as the case may be, (a) Company shall cease and revoke all licenses/works/developments/Services in respect of these Terms; (b) Customer shall immediately stop using Services except as expressly set forth in this paragraph; and (c) Customer will not be relieved of its payment obligations to Company and outstanding payments will be due and payable immediately on expiration or termination. Upon such termination or expiry, Customer will have restricted access to Software for a period of 30 (thirty) days from the date of such termination or expiry for the purpose of retrieving any Customer Data. For the purpose set out above, Company will make available restricted access to one data administrator as identified and communicated to it by Customer.

## **WARRANTY AND DISCLAIMERS**

1. Each Party represents and warrants that it has validly entered these Terms and has the legal power to do so.
2. Subject to Service Level Terms attached hereto as Exhibit A and reasonable technical support services in accordance with the terms set forth in Exhibit B, Company shall use reasonable efforts consistent with prevailing industry standards to maintain Software in a manner, which minimizes errors and interruptions in Software. Notwithstanding the foregoing, Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Despite the above, should the Software be unavailable for use due to issues persisting for several days, Customer shall be entitled to a refund for the days Software was unusable. Such prolonged unavailability will be considered a material breach of these Terms.
3. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY ABOUT SERVICES, INCLUDING ANY REPRESENTATION THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND COMPANY PROVIDES SERVICES (INCLUDING ANY CONTENT OR INFORMATION CONTAINED THEREIN) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS,

IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY OF THESE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO CUSTOMER OR IS VOID WITH RESPECT TO CUSTOMER UNDER ANY APPLICABLE LAWS OR REGULATIONS, THE RESPECTIVE WARRANTIES THAT CANNOT BE EXCLUDED ARE LIMITED TO THE SHORTER OF (A) 90 DAYS FROM THE DATE OF FIRST PURCHASE OR FIRST DELIVERY OF SERVICES, AND (B) THE SHORTEST PERIOD PERMITTED BY THOSE LAWS AND REGULATIONS.

## INDEMNITY

1. Indemnification by Company. Company will defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that Customer's use of Software in accordance with these Terms infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and Company will indemnify Customer from any damages, reasonable attorneys' fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Company in writing in respect of, a Claim Against Customer, provided that Customer (a) promptly gives Company written notice of the Claim Against Customer, (b) gives Company sole control of the defense and settlement of the Claim Against Customer, but subject to good faith discussions with Customer, and (c) gives Company all reasonable assistance, at Company's cost. Subject to the foregoing, Customer may participate in the defense and/or settlement of any Claim Against Customer with counsel of its choosing at its own cost. The foregoing defense and indemnification obligations will not apply if: (i) the allegation does not state with specificity that Services are the basis of the Claim Against Customer; (ii) a Claim Against Customer arises from the use or combination of the Software or any part thereof with any other products, software, hardware, data, processes, or services not provided by Company; (iii) Customer's use of Software other than in accordance with these Terms; (iv) any modification of Software not made or authorized in writing by Company; (v) a Claim Against Customer arises from an Application under an Order Form for which there is no charge; (vi) a Claim Against Customer arises from Customer Data; or (vii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. This Section states Company's sole liability and Customer's exclusive remedy for any Claim Against Customer.
2. Indemnification by Customer. Customer will defend Company and its affiliates against any claim, demand, suit, or proceeding made or brought against Company or any of its affiliates by any third party alleging that (i) Customer Data or Customer's use of Customer Data with Software (a) infringes or misappropriates the intellectual property or other proprietary rights of a third party or (b) violates applicable law; or (ii) the combination of any software, application, hardware, or system with Software infringes or misappropriates a third party's intellectual property rights (each a "**Claim Against Company**"), and indemnify and hold Company and its affiliates harmless from and against any and all damages, liabilities, fines, penalties, settlements, reasonable attorneys' fees, costs, and expenses of any kind incurred by Company and/or

its affiliates in connection with a Claim Against Company. Company may participate in the defense and/or settlement of a Claim Against Company with counsel of its choosing at its own expense.

## **LIMITATION OF LIABILITY**

1. In no event, will either Customer or Company have any liability to the other Party or to any third party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not Party has been advised of the possibility of such damages.
2. Save as otherwise mentioned in this clause, will Company's aggregate liability arising out of or related to these Terms or the Order Form (whether in contract or under any other theory of liability) exceed the total amount paid by Customer hereunder in the period of billing, preceding the last event giving rise to the liability.
3. Notwithstanding the aforesaid, the Company's aggregate liability for any loss incurred by the Customer due to any breach of confidentiality or intellectual property obligations by the Company under this Agreement, shall not exceed, in the aggregate, five times the Standard Cap.
4. Company shall not, in any manner, be held liable for any loss or damage the reasons of which are attributable to Customer.

## **MISCELLANEOUS**

1. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.
2. Neither Party shall assign or transfer any rights and obligations under these Terms without the prior consent of the other Party. Company may, however, engage the services of subcontractors to carry out these Terms, but Company remains responsible for the rights and obligations under these Terms.
3. These Terms are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all waivers and modifications must be in writing signed by both the Parties, except as otherwise provided herein.
4. No agency, partnership, joint venture, or employment is created as a result of these Terms and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under these Terms, the prevailing Party will be entitled to recover its reasonable costs and attorneys' fees.

5. Company may provide Customer with notices that affect Company's customers generally via email or Software. Subject to the foregoing, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered; or when receipt is electronically confirmed, if transmitted by facsimile or e-mail. Company will provide Customer with legal notices by email to the email address provided by Customer on the applicable Order Form. Customer must provide notices to Company by email to [legal@scrut.io](mailto:legal@scrut.io) or to a substituted updated email address notified by Company, marked "Attention: Legal Department".
6. If a dispute arises under these Terms that cannot be resolved first through good faith negotiations between the Parties, such dispute shall be referred to arbitration to be conducted and resolved. These Terms shall be governed by the laws of India without regard to its conflict of laws provisions. If a dispute arises under these Terms that cannot be resolved first through good faith negotiations between the Parties, such dispute shall be referred to arbitration to be conducted and resolved by a single arbitrator in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 then in effect as modified herein. Subject to the arbitration clause, the Courts in New Delhi shall have exclusive supervisory jurisdiction over any disputes under these Terms.
7. The Parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 (ninety) days of the Effective Date, and each Party agrees to reasonably cooperate with the other Party to serve as a reference account upon request.. Company must obtain Customer's consent prior to publicly disclosing that Customer is a client and before using Customer's name and logo to identify Customer as a client on Company's website and in marketing materials.
8. Each Party acknowledges and agrees that the other may suffer irreparable damage in the event of a breach or threatened breach by the other Party of any provision of these Terms pertaining to the protection of a Party's intellectual property rights or Proprietary Information. Accordingly, either Party shall have the right, in addition to any other rights each of them may have, to seek in any court of competent jurisdiction, temporary, preliminary, and/or permanent injunctive relief to restrain any breach or threatened breach of such provisions.
9. If Customer has any questions about Services or these Terms, Customer may contact Company via email at [sales@scrut.io](mailto:sales@scrut.io).

## **EXHIBIT A**

### **SERVICE LEVEL TERMS**

The Software shall be available (System Availability) 99%, measured monthly, excluding national holidays in India, weekends and scheduled maintenance.

If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation.

System Availability percentage is calculated as follows:

System Availability percentage =  $[(\text{Total Minutes in the Month} - \text{Downtime}) / \text{Total Minutes in the Month}] * 100$

Scheduled Maintenance: [Weekly, Sunday 2:00 am to 6:00 am Local Time]. Local Time refers to the location of the data center where Company's Services are hosted.

## **EXHIBIT B**

### **SUPPORT TERMS**

Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 8:00 am through 5:00 pm IST, with the exclusion of Holidays.

Customer may initiate a helpdesk ticket by sending an email any time to: [sales@scrut.io](mailto:sales@scrut.io)

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within 3 (three) business days.



# Signature Certificate

Reference number: J8YFT-AYHSW-EYTSM-N8BDM

## Signer

## Timestamp

## Signature

### Harshdeep Khatri

Email: harshdeep@ezeetechnosys.com

Shared via link

Sent:

22 Apr 2024 08:43:44 UTC

Viewed:

22 Apr 2024 08:46:36 UTC

Signed:

22 Apr 2024 08:46:52 UTC

*Harshdeep Khatri*

IP address: 103.39.131.121

Location: Surat, India

### Aayush Choudhury

Email: aayush@scrut.io

Sent:

22 Apr 2024 08:43:44 UTC

Viewed:

22 Apr 2024 14:06:48 UTC

Signed:

22 Apr 2024 14:07:09 UTC

*Aayush Choudhury*

### Recipient Verification:

✓ Email verified

22 Apr 2024 14:06:48 UTC

IP address: 172.56.105.122

Location: Federal Way, United States

Document completed by all parties on:

22 Apr 2024 14:07:09 UTC

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