# ORDER FORM

| Agreement Number | 20240226AL01 |
|---|---|
| Effective Date | 10-04-2024 |
| Name of the Customer | Alphastream Pte Ltd |
| Address of the Customer | 6 Raffles Quay, #14-07, Singapore (048580) |
| Covered Services | • Scrut Platform ("**Software**") ☑ <br> • Statement of Work set out in Schedule A ☑ |
| 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 Scrut Automation Inc., a Delaware corporation, having its registered office at 691 S Milpitas Blvd. Suite 217, Milpitas, California 95035 ("**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 (Schedule C), and the Privacy Policy available shall govern the relationship between the Parties.

**Company:**

*Aayush Choudhury*

**Scrut Automation Inc.**
691 S Milpitas Blvd. Suite 217, Milpitas, California 95035

**Customer:**

*Bala Subramanian*

**Bala Subramanian**
**Chief Operating Officer**
**Alphastream Pte Ltd**
6 Raffles Quay, #14-07, Singapore (048580)

# SCHEDULE A

### STATEMENT OF WORK

| General Tasks | Frequency |
|---|---|
| Establish the list of applicable controls with an Implementation plan | Annual |
| Carrying out the vulnerability assessment and external penetration testing | Annually |
| Support for remediation of vulnerabilities identified | 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 |
| Complete internal audits prior to the certification | Annual |
| External audit for agreed upon standards as per Schedule B | Annual |
| Quarterly internal assessment of the Infosec posturing post-certification | Quarterly |

**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 - ISO 27001:2022 and SOC 2 Type 2

**1. Timelines for audit:**
- **ISO 27001:2022 - 90 days from signing**
- **SOC 2 Type 2 - 90 days from signing**

**2. Both parties will be responsible for their part of the work. In case the delay is on Customer's end, Scrut shall not held be liable and if the delay is from Scrut, then customer is not liable to pay before receiving the final draft reports.**

3. The above dates may vary by upto 1 week depending on the scope of work and availability of client's team.

4.Any changes to this schedule will be mutually decided by the Client and Scrut Team.

5.The ETA of receiving the certificates/reports from the external auditor, after the external audit is successfully completed will be 1-2 weeks.

# SCHEDULE B

## COMMERCIALS

| Payment Terms | Price |
|---|---:|
| **Milestone 1 (On sign up)**<br>Paid annually upfront | $2,000.00 |
| **Milestone 2**<br>To be paid upon completion of ISO 27001 audit or 210 days from the day the agreement was signed, whichever comes first. | $2,000.00 |
| **Milestone 3**<br>To be paid upon completion of SOC 2 Type 2 audit or 210 days from the day the agreement was signed, whichever comes first. | $2,000.00 |

**Total**     **$6,000.00**

*All figures are in USD

- **This would be an annual subscription plan and the above cost excludes taxes.**
- **There will be an annual increment of 7.5% to the quoted cost.**
- **The above cost includes the cost of Scrut's preferred auditor for ISO 27001:2022 and SOC 2 Type 2.**
- **The above cost includes the cost of certification and audit report for the parent entity of Alphastream.**
- **The above cost does not inlcude the cost of VAPT for applications or network. You can opt for Application/Network/API VAPT for an additional cost. The cost for VAPT will be determined as per the scope requirement.**

These terms of use ("**Terms**" / "**Agreement**") are a binding legal contract between you ("**Customer**") and the Scrut Automation Inc., a Delaware corporation, having its registered office at 691 S Milpitas Blvd. Suite 217, Milpitas, California 95035 ("**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 the Customer. Your access to and use of the Software is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Software. By accessing or using the Software, you are agreeing to these Terms (as applicable).

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

Company and Customer may be referred to individually herein as a "**Party**" or collectively as the "**Parties**". In consideration of the terms and conditions set forth below, the Parties agree as follows:

The "**Effective Date**" of this Agreement is 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 entered into by Customer and Company governing the access to the Software ("**Order Form**").

This General Terms and Conditions ("**Agreement**") is entered into by and between:

Scrut Automation Inc., a Delaware corporation, having its registered office at 691 S Milpitas Blvd. Suite 217, Milpitas, California-95035 ("**Company**") and the person or placing an order for or accessing the Software ("**Customer**"), unless the Order Form indicates to the contrary. Company and Customer may be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

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

## ENGAGEMENT

1. Subject to the Order Form and the terms of this Agreement, Company will provide Customer a limited, revocable, non-transferable, non-sub-licensable and non-exclusive license to use and access Software in accordance with the Service Level Terms attached hereto as Exhibit A and agreed and reasonable technical support services in accordance with the terms set forth in Exhibit B. This Agreement 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, the "**Services**").

2. This Agreement is on non-exclusive basis and Company shall not have any exclusive right or obligation to provide the access to the Software under this Agreement 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 the Software or any documentation or data related to the Software; (b) modify, translate, or create derivative works based on the Software (except to the extent expressly permitted by Company or authorized by the terms of this Agreement); (c) use the 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 the Software.

2. Customer represents, covenants, and warrants that Customer will use the Software only in compliance with the terms of the Order Form, this Agreement and all applicable laws and regulations.

3. Customer shall be responsible for maintaining the Customer account and passwords (including but not limited to administrative and user passwords) in a secure manner to avoid any unauthorized access to the Software. Customer will co-operate with Company and provide all assistance as reasonably requested by Company in connection with the provision of the 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 while using and accessing the Software.

5. Customer consents to receive communications from the 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 the Customer will be subject to the 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 the 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 the 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 the 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, whether or not 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 this Agreement 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 the Software. "**Customer Data**" means the data or information submitted by Customer or its authorized users to the Software and any reports and other content produced by Customer or its authorized users using the Software (but excluding any Company IP embodied in such reports and content). The Receiving Party agrees: (i) to protect such Proprietary Information of the Disclosing Party in a manner similar to how the Receiving Party would protect its own similar proprietary and confidential information in compliance with standards consistent with the industry practice, 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 this Agreement and who are bound to written or statutory duties of confidentiality at least as onerous as this Agreement. 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 this Agreement, 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 Disclosing Party, or (e) is required to be disclosed by law or court order, provided that the 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. Notwithstanding anything to the contrary, 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 the Software and related systems and technologies, and Company will be free (during and after the term hereof) to use such information and data only to (i) improve and enhance the Software and for other development, diagnostic and corrective purposes in connection with the provision of the 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 the Customer. Nothing contained herein shall apply to any Customer Data and

the Company shall not be entitled to use such client or customer data of the Customer in any manner whatsoever.

3.  The Receiving Party shall, upon expiry or termination of the Agreement or upon the Disclosing Party's written request, securely destroy or return all of the Disclosing Party's Proprietary Information (including copies thereof) in the Receiving Party's custody or control.

## PAYMENT OF FEES

1.  Company will bill the Customer as per the fees specified in the Order Form ("**Fees**") and any other amounts owing under this Agreement. All Fees and other charges will be invoiced and payable by the Customer in the currency specified by the Company in the Order Form. If Customer's use of the 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 the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current Renewal Term. It is clarified that no prior notice is required for adjustment of Fees on account of change in the exchange rate as may be specified in the Order Form. If Customer reasonably believes that Company has billed Customer incorrectly, Customer must notify Company no later than 30 (thirty) 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.

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 30 (thirty) days of the date of receipt of the undisputed invoice. Unpaid amounts are subject to immediate termination or suspension of this Agreement, at the discretion of Company if not cured within a period of ten (10) days from the date of receipt of the notice to that effect by the Customer from the Company. Customer shall be responsible for all taxes associated with services contemplated under the Order Form.

3.  The Fees for the 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 the Customer Data: (a) to provide the Services to Customer including through its affiliates. Customer represents and warrants that it has obtained all necessary rights and consents to (i) provide, store, transmit, or otherwise process the Customer Data in or through the Software. Customer is solely responsible for the accuracy, quality, integrity, and legality of the Customer Data, the means by which Customer acquired the Customer Data, and Customer's use of Customer Data with the Services.

2. Company Intellectual Property Rights.

   a. In providing access to the Software, Company may use or include any Company IP that was licensed, procured, or developed by or for the Company, which shall at all times be owned by the Company. Additionally, the Company shall at all times own and/or be deemed to own and will retain all right title and interest in and to (a) the Software, any documentation made available by Company relating to the use and performance of the 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 the Software.

   b. For the purposes of this Agreement, "**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 the 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 this Agreement. 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 the Services (collectively, "**Feedback**"). Customer grants to Company a perpetual and irrevocable license to, copy, publicly perform, publicly display, modify, distribute, or otherwise use in any manner in Company's sole discretion such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Customer.

**TERM AND TERMINATION**

1. Subject to earlier termination as provided below, this Agreement 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 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. In addition to any other remedies it may have, either Party may also terminate this Agreement upon 30 (thirty) days' notice (or with a notice of ten (10) days in the case of non-payment), if the other Party materially breaches any of the terms or conditions of this Agreement and fails to cure such material breach within the 30 days period. Further, either Party may forthwith terminate the Agreement if there is a material change of circumstances including a condition or circumstance which such Party was not aware of, or ought not to have reasonably been aware of, becomes apparent, such that the said Party, acting reasonably, determines that continued provision/access of services as contemplated under the Order Form is not feasible in accordance with this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement, which by their nature should survive termination or expiration of the Agreement, 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.

3. Either Party may terminate this Agreement anytime for convenience upon 30 (thirty) days' notice to the other Party. For the avoidance of doubt, where the Service Provider has performed its Services for a particular milestone, the Customer will be liable to make payment for such milestone in accordance with the terms of this Agreement notwithstanding the termination of this Agreement. This provision shall accordingly survive the termination of this Agreement.

1. In the event of termination or expiry of the Agreement, as the case may be, (a) Company shall cease and revoke all licenses/works/developments/Services in respect of this Agreement; (b) Customer shall immediately stop using the 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, the Customer will have restricted access to the 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 the Customer.

## WARRANTY AND DISCLAIMERS

1. Each Party represents and warrants that it has validly entered into this Agreement and has the legal power to do so.

2. Subject to the 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 the Software in a manner, which minimizes errors and interruptions in the Software. Notwithstanding the foregoing, the 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.

3. The Company hereby represents and warrants that the Software, Services and deliverables of the Customer: (i) do not and shall not violate any rights, including intellectual property rights of any third party in any manner whatsoever; (ii) will meet the Customers requirements and specification as per the relevant Statement of Work.

1. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND COMPANY PROVIDES THE 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 IMPLIED WARRANTIES, STATUTORY OR OTHERWISE. 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) TERM OF THE RELEVANT STATEMENT OF WORK FROM THE DATE OF FIRST PURCHASE OR FIRST DELIVERY OF THE 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 the Software in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and Company will indemnify Customer from any direct and actual 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 based upon good faith consultation of the 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 Services are not 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 the Software other than in accordance with this Agreement; (iv) any modification of the Software not made or authorized in writing by Company; (v) a Claim Against Customer in relation to any third party application integration with the Software not authorised by the Company; (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.

1. 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 the Software (a) infringes or misappropriates the intellectual property or other proprietary rights of a third party or (b) violates applicable law;(each a "**Claim Against Company**"), and indemnify and hold Company and its affiliates harmless from and against any and all direct and actual 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. The provisions of sub-clause (1) above shall apply *mutatis – mutandis*.

## LIMITATION OF LIABILITY

1. In no event, will either the Customer or the 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 the Party has been advised of the possibility of such damages.

2. Save as otherwise mentioned in this clause but subject to sub-clause (3) below, the Company's aggregate liability arising out of or related to the Agreement or the Order Form (whether in contract or under any other theory of liability) shall not exceed the total amount paid by Customer hereunder in the preceding 12 (twelve) months prior to the occurrence of the event arising the liability ("**Standard Cap**").

3. Notwithstanding the aforesaid, the Company's aggregate liability for any loss incurred by the Customer due to any negligence, breach of confidentiality or breach of representations, warranties and obligations relating to intellectual property by the Company under this Agreement, shall not exceed, in the aggregate, 4 (four) 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 the Customer.

## SECURITY; DATA HANDLING (applicable where the contracting entity is Scrut Automation Inc.)

1. Company will implement and maintain commercially reasonable industry standard physical, technical, and organizational measures and safeguards designed to protect the Customer Data against unlawful or accidental access to, or unauthorized processing, disclosure, destruction, damage, or loss. Company will promptly notify Customer of any incidents affecting the confidentiality, integrity, or availability of Customer Data. To the extent Company processes any Customer Personal Data (as defined in the DPA) on behalf of Customer in connection with the provision of the Services, the data protection addendum at https://www.scrut.io/dpa ("**DPA**") as may be updated

by Scrut Automation from time to time only if required by applicable law, which is hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses (as defined in the DPA) which form part of the DPA, when and as applicable, Customer and its Affiliates are each the data exporter, and Customer's signing of or entering into this Agreement, and an applicable Affiliate's signing of or entering into an Order Form, shall be treated as signing of the Standard Contractual Clauses and their Annexes.

1. Company will remove or delete Customer Data from the Software within thirty (30) days after the termination or expiration of the Agreement or upon Customer's earlier written request, provided, however, that the foregoing shall not apply to any Customer Data or portions thereof contained in Company's automated backup or archival systems, which Company may retain for up to one-hundred eighty (180) days after the termination or expiration of the Agreement to the extent required under applicable laws.

## MISCELLANEOUS

1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

2. This Agreement is not assignable, transferable or sub-licensable by Customer, except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement with prior written notice to the Customer. Where the Company appoints a sub-contractor with respect to its obligations, Company will remain responsible for the acts of such a sub-contractor.

3. This Agreement is 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 this Agreement, and that all waivers and modifications must be in writing signed by both Parties, except as otherwise provided herein.

4. No agency, partnership, joint venture, or employment is created as a result of this Agreement 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 this Agreement, 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 the Software. Subject to the foregoing, all notices under this Agreement 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 or to a substituted updated email address notified by Company, marked "Attention: Legal Department".

6. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. If a dispute arises under this Agreement 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 Commercial Arbitration Rules of the American Arbitration Association then in effect as modified herein. All such arbitration shall be confidential and shall take place at the office of the American Arbitration Association located in San Francisco, California, or such other location that is mutually agreed to by the parties in writing. The award or decision of the arbitrator shall be final, binding, and conclusive, and judgement may be entered upon such award by any court of competent jurisdiction.

1. 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 Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request. Customer authorizes Company to publicly disclose that Customer is a customer and use Customer's name and logo to identify Customer as a customer on Company' website and marketing materials.

2. U.S. Federal Government End Use Provisions (applicable where the contracting entity is Scrut Automation Inc.). The Software, including any software or technology provided hereunder for ultimate federal government end use, or that are otherwise subject to the Federal Acquisition Regulations (FAR), are "Commercial Items" as defined in 48 C.F.R. 2.101 and are being provided as commercial computer software and commercial computer software documentation subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If such items are acquired by or on behalf of any agency within the Department of Defense ("**DOD**"), then they are subject to the terms and conditions of these Terms as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("**DFARS**") and its successors. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data. If a government agency needs additional rights beyond those customarily given by Company to the public, it must negotiate with Company a mutually acceptable agreement specifically granting those rights.

Customer will comply with all applicable export control laws, including U.S. export control laws. Company will not have any liability to Customer for any non-performance of its obligations under this Agreement to the extent that the non-performance is mandated by applicable law. Customer represents and warrants to Company that neither Customer nor its affiliates, nor any of Customer's or its affiliates' users, officers or directors, are persons, entities or organizations is prohibited from dealing (including provision of software, products or services) by virtue of any applicable law, regulation, or executive order, including US export control laws, and names appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List. Customer will comply with the requirements of applicable anti-bribery and modern slavery laws, including: (i) the Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010; and (ii) the UK Modern Slavery Act 2015, California Transparency in Supply Chains Act 2010 and any applicable anti-slavery laws.

1. 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 this Agreement 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.

2. If Customer has any questions about the Services or this Agreement, Customer may contact Company via email at sales@scrut.io.

## EXHIBIT A

## SERVICE LEVEL TERMS

The Software shall be available (System Availability) 99%, measured monthly, excluding national holidays in India (where the contracting entity is Riversys) and US federal holidays (where the contracting entity is Scrut Automation Inc.) and 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 = [(Total Minutes in the Month – Downtime) /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 (where the contracting entity is Riversys) or 8:00 am through 5:00 pm EST (where the contracting entity is Scrut Automation Inc.), with the exclusion of Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket by sending an email any time to: sales@scrut.io

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within 24 (twenty four) hours.

# Signature Certificate

| Signer | Timestamp | Signature |
|---|---|---|

**Aayush Choudhury**
Email: aayush@scrut.io

| | |
|---|---|
| Sent: | 08 Apr 2024 12:37:45 UTC |
| Viewed: | 08 Apr 2024 14:55:06 UTC |
| Signed: | 08 Apr 2024 14:55:17 UTC |

**Recipient Verification:**

✔Email verified                 08 Apr 2024 14:55:06 UTC

IP address: 172.56.104.220
Location: Seattle, United States

Document completed by all parties on:

08 Apr 2024 14:55:17 UTC

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