URBAN PIPER

UrbanPiper Technology Private Limited

AGREEMENT

This AGREEMENT is made and executed on Fifteenth day of February, Two Thousand and Twenty One (15/02/2021) – **Effective Date**,

BY

URBANPIPER TECHNOLOGY PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 and having its business office at #204, Brigade IRV Center, Nallurahalli Road, Whitefield, Bangalore - 560066 represented by Mr. Himanshu Makhijani, VP-Finance, UrbanPiper Technology Private Limited, hereinafter referred to as **"UrbanPiper"**

AND

SEP Restaurants Private Limited, having its business office at No A104, Bairavi Dhrupad, New Thippasandra Main Road, Bengaluru-560075, represented by Ms Deepika Bhalla, and running its retail brand in India in the name and style of **Curry On Tikka & Indian Burrito Company**, hereinafter referred to as **"Merchant"**.

UrbanPiper and **Merchant** are individually referred to as "Party" and collectively as "Parties".

THE PARTIES AGREE AS FOLLOWS:

1. **Services**

    UrbanPiper provides a Software-as-a-Service (SaaS) platform which allows merchants to deploy applications meant for online commerce or customer engagement. Merchant can choose to sign-up for one or all of the below products (for specifics governed by this Agreement, see Annexure B):

    a. **Order Management System**
    Merchant can set up an online storefront to accept and process online orders. The storefront can be customer-facing as a themed website or apps (Android & iOS), or, an internal tool for taking orders through a call-centre.

    b. **Aggregator Management (HUB)**
    Merchant can use UrbanPiper's seamless integration with the leading online order aggregator products in the form of a unified dashboard to manage inventory and orders from the different aggregators.

    c. **CRM and Loyalty**
    Merchant can deploy our loyalty platform through their PoS/billing system and use the CRM dashboard to target and engage customers effectively.

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    d. Prime

Prime POS helps merchants to manage sales & operations of multiple brands and outlets at a time and use reports & analytics to track business performance. Prime allows merchants to manage In-store (Take-away & Dine-in) & Online Orders from a single dashboard and to control store operations such as Recipe Management, Transfers, Purchases, Stock monitoring & automation, etc.

2. Intellectual property rights

    a. **Reservation of Rights:** Except as expressly set forth herein, this Agreement does not grant: (a) UrbanPiper any Intellectual Property Rights in Customer Data; or (b) Merchant any Intellectual Property Rights in the Services or UrbanPiper trademarks and brand features.

    b. **Limited permission:** Merchant grants UrbanPiper only the limited rights that are reasonably necessary for UrbanPiper to provide the Services (typically include logos, images, descriptions, etc.).. This limited permission also extends to Subcontractors or Sub-processors.

    c. **License of Merchant's Trademark:** The Merchant grants UrbanPiper non-exclusive, royalty free, worldwide license to display Merchant's name, logos, trademarks, service marks, slogans, labels and designs (**"Intellectual Property"**) in a manner as provided by the Merchant. If the Merchant does not provide the artwork/design as per the Terms and Conditions agreed to, UrbanPiper shall not proceed with the artwork/design on its own. The merchant shall at its option provide other material like 3rd party logos etc. to UrbanPiper with the express understanding that the merchant has all requisite permissions from 3rd party including customers to publish the same on their website/other marketing collateral. The title, Ownership, Copyright, Logo, and Designs provided by the Merchant shall always lie with the Merchant in pursuant to the terms of this agreement during the term and thereon.

3. Data security

UrbanPiper will use industry standard technical and organizational security measures to transfer, store, and process Customer Data. These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access, use, and processing of Customer Data.

4. Data access & Reports

The Merchant will have access to the dashboards and all the customer or order related data can be downloaded from the dashboards. In case the Merchant requires data in a format which is not available, a request can be made to UrbanPiper. Such a request might be rejected if the format can be derived from any of the available downloadable

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reports. Merchant is advised to take regular data backups to ensure all historical data is available with them at all times.

- Moreover, UrbanPiper will try to provide access to all historical data through the dashboard. However, due to technical considerations, for some datasets, data preceding more than 1 (one) year might not be available. Should the merchant want access to such data, a request can be made UrbanPiper shall endeavor to provide some or all of the data requested for a nominal fee.

5. **Payment & Invoicing**

   a. **Fees:** The Merchant shall pay the fees (the "Fees") as per the Payment Terms to UrbanPiper, which is described in the **Commercial Details.** Taxes, as applicable per the governing law of the land, shall be charged extra on such Fees**.** Each Party shall be responsible for payment of its taxes, maintaining their own books-keeping, financial records, collection reports in accordance with generally accepted accounting principles and be compliant to all applicable laws.

   b. Merchant will pay UrbanPiper invoices as per the payment interval set forth in **Commercial Details**.

      i. If there are any discrepancies in the billing, the same can be raised by the Merchant within 15 days of receiving the invoice, to UrbanPiper and shall be resolved within a period of 15 days from the date of escalation. Merchant will provide complete and accurate billing and contact information to UrbanPiper.

   c. Merchant shall have to pay the invoice amount incl. all applicable taxes within 30 days of the date of the invoice. If the Merchant defaults on the same, UrbanPiper system shall suspend all services provided to the Merchant anytime after the due date. UrbanPiper doesn't take responsibility for any loss of business caused due to suspension of services on account of non payment of invoices.

      i. In case the Merchant requests for a reactivation of services, a reactivation fee of Rs 1,000 plus applicable taxes shall be levied by UrbanPiper.

6. **Non-Exclusive**

   There is no provision for an exclusivity clause involved within the said Services as detailed in the **Annexure B.** UrbanPiper will continue to have and exercise its right to offer any of its Services to any other Merchant/Party.

7. **Disclaimer of Warranties**

   UrbanPiper is a facilitator for Merchant's offerings. UrbanPiper makes no warranties with respect to the Services and hereby disclaims all warranties, express or implied, other than which are directly agreed except to the title and non-infringement.

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8. **Scope**

UrbanPiper will take complete responsibility for matters related to the technical aspects of the platform, such as uptime, reliability, bug fixes. UrbanPiper shall also ensure that the support services offered will be done so in a timely manner, adhering to the SLAs outlined. For tasks which lie outside UrbanPiper's scope, such as, marketing, catalogue content (text and pictures), payment gateway, and other 3rd party dependencies, UrbanPiper will not be in a position to offer commitments on timelines or quality of service.

a. **For HUB**: the operational efficiency that UrbanPiper's seamless, real-time integration with aggregators can help the Merchant is subject to (a) the Merchant relying on UrbanPiper's internal tool for fulfilling all tasks (in which case, UrbanPiper takes responsibility of the tool's functionality); and (b) the level of integration that is available with the PoS/ERP/billing system deployed by the Merchant.

9. **Obligation of UrbanPiper**

a. **Service Support:**

i. UrbanPiper will be responsible for providing 24x7 support for all hosted infrastructure.

ii. UrbanPiper will provide operational and technical support (Discussions, Non-Critical Requests) on email during the following time slots-
   ● Monday to Friday: 9 am — 10 pm
   ● Saturday & Sunday: 12 noon — 10 pm

iii. At present, UrbanPiper offers no SLA guarantees for tickets (Non-Critical requests) created on weekends. However, if this changes in the future, a notification will be sent out to the same effect.

iv. All support requests from the Merchant should be addressed to the support channel — support@urbanpiper.com

v. Phone based support shall be available depending on the plan subscribed. Please reach out to your sales representative or drop an email to support@urbanpiper.com to know the call support timings for your account.

vi. Resolution Timelines (as per business hours) are as defined in **Annexure A**. UrbanPiper has to intimate the merchant at least 24 hours in advance for all the planned Maintenance activities done for up keeping the service covered under this agreement.

vii. Backup system will be established and maintained by UrbanPiper to ensure the continued availability of the data and all the relevant application service which shall be used to restore the services to the normal state in case any critical issues cannot be resolved within the stipulated time mentioned above.

viii. UrbanPiper has to ensure that all the services covered under this agreement will be closely monitored on a regular basis and if required preventive action to be taken

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immediately to keep the service unaffected, updated and enhanced its hosting server/network/infrastructure all the time.

ix. Integration with any third-party or in-house vendor will be completed based on the feasibility of Vendor's APIs and a reasonable charge may be levied if it involves UrbanPiper to provide technical support in the integration.

10. Merchant's Obligations

a. **Merchant Administration of the Services**: Merchant may specify End Users as Administrators through the dashboard. Merchant shall be responsible for maintaining the confidentiality of passwords and Admin Accounts, and managing access to Admin Accounts. UrbanPiper's responsibilities do not extend to the internal management or administration of the Services for Merchant.

b. **Restrictions**: Merchant will not: (a) sell, resell, or lease the Services or Software or; (b) reverse engineer the Services or Software, or attempt or assist anyone else to do so.

c. **Third-Party Apps and Integrations**: If Merchant uses any third-party service or applications which use an UrbanPiper API: (a) UrbanPiper will not be responsible for any act or omission of the third-party, including the third-party's access to or use of Merchant Data; and (b) UrbanPiper does not warrant or support any service provided by the third-party.

d. **Copyrights and Licenses:** The Merchant shall be responsible for securing all licenses and copyrights of the material that will be used by UrbanPiper as part of creating the Merchant's catalogue, website, apps or any other online product. These materials include, but are not limited to, pictures, fonts, design and content. UrbanPiper will not verify the authenticity of the ownership of said materials, and neither shall be held responsible nor accountable for any transgressions which might be flagged later on.

e. **Timely Payment of Invoices:** invoices shall be generated by UrbanPiper as per the payment plan and shall be sent to the email ids provided by the Merchant. The Merchant shall revert to UrbanPiper within 15 days of receiving the invoice if there are any discrepancies in the invoice. UrbanPiper shall endeavour to resolve the issues in a timely manner. The Merchant shall make payments within the due date to ensure continued services.

f. **Configuration Changes:** The Merchant understands that as a part of daily operations, there would be a need to make changes in the configuration of the Merchant account on UrbanPiper platform from time to time. While all UrbanPiper tools/applications are built keeping a Do-It-Yourself (DIY) approach in mind, the Merchant might still feel it necessary to seek help of a UrbanPiper representative to perform configuration changes/actions on their behalf.

i. The Merchant gives consent to UrbanPiper's representative to make configuration changes on its behalf on a case-to-case basis. The Merchant understands that the changes in configuration can have material impact on their online business and will check at their end that the changes have had the desired effect and no ill-effect.

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ii. The Merchant agrees not to hold UrbanPiper accountable in any way for outcomes resulting from changes that the Merchant asks an UrbanPiper representative to perform on their behalf.

11. Confidentiality

The Parties acknowledge that in the course of the performance of this Agreement, each party may have access to other party's proprietary and confidential information including that of source code and other intellectual property for the creation of the platform and providing the Services ("**Confidential Information**"). The parties shall take all reasonable measures to safeguard the disclosing party's Confidential Information and shall be liable for any unauthorized use and disclosure of Confidential Information to any third party. Receiving party shall be held liable for any breach committed with respect to the Confidential Information by its directors, shareholders, management or employees.

12. Term and Termination:

This Agreement shall commence from the Effective Date & shall continue until terminated by either party according to the terms of this Agreement. The pricing as provided in Annexure B shall be applicable for a period of 12 months from the effective date post which it may be mutually decided by both parties to either modify or continue the same pricing. Any change in pricing or any other commercial aspect can be intimated by email. In the absence of any email, the same pricing shall continue. In the event of a material breach of this Agreement by a Party, the other Party may terminate this Agreement by giving 30 days prior written notice to the other Party. This Agreement shall be automatically terminated if any of the Party resolves, applies or becomes or is declared insolvent/bankrupt or if a receiver is appointed to manage its business. No termination of this Agreement by a Party shall be deemed a waiver of any claim for damages. Either party can terminate this agreement at any time upon giving one (1) month of prior notice without assigning any reason.

13. Effects of Termination:

On the termination of this Agreement,:
a. The Merchant will pay all outstanding dues as per the agreed commercials to UrbanPiper, within a period of 7 days upon receiving the termination notice.
b. Both Parties shall destroy all material/documents/copies relating to confidential information of the other party
c. BothParties shall discontinue usage of intellectual property owned by the other Party.
d. UrbanPiper shall stop using and maintaining the services offered in pursuant to the provisions of this agreement.

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14. Dispute Resolution

The Merchant shall identify a point of contact for redressing any of customer's grievances reported to UrbanPiper / Merchant. UrbanPiper shall direct such grievances to the Merchant and not be responsible for redressal. However UrbanPiper shall be responsible for any customer's claim made against the Services rendered by UrbanPiper.

15. Indemnification

a. **By Merchant:** Merchant will indemnify, defend, and hold harmless UrbanPiper from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against UrbanPiper regarding: (a) Merchant Data; (b) Merchant Domains; (c) Merchant's, or Merchant's End Users', use of the Services in violation of this Agreement; or (d) any claims arising from the quality and nature of goods sold through the online commerce platform, or, from any perceived deficiency in the nature of loyalty or other customer engagement services.

b. **By UrbanPiper:** UrbanPiper will indemnify, defend, and hold harmless Merchant from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Merchant to the extent based on an allegation that UrbanPiper's technology used to provide the Services to the Merchant infringes or misappropriate any copyright, trade secret, patent, or trademark right of the third party. In no event will UrbanPiper have any obligations or liability under this section arising from: (a) use of any Services in a modified form or in combination with materials not furnished by UrbanPiper; and (b) any content, information, or data provided by Merchant, End Users, or other third parties.

16. Limitation of Liability

Except with respect to a breach of Confidentiality and the Merchant's indemnification obligations hereunder, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages, including lost profits, loss of data or interruption of business ("Indirect Damages") resulting from the integration with any aggregator even if such party has been advised of the possibility of such loss. In any exceptional case, if UrbanPiper is solely liable for any loss suffered by the Merchant out of the services being provided, then UrbanPiper will bear such loss on behalf of the Merchant only to the extent of a month's invoice value and shall be adjusted against the invoice of the month in which the loss has been proved.

17. Miscellaneous

a. *No Conflicts.* Each Party represents to the other that it has the authority to enter into this Agreement.

b. *Assignment.* This Agreement and the rights granted under it may not be assigned or transferred by either Party without prior written consent of the other Party. In case if

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UrbanPiper is taken over by the new management or third party Company, it shall be the UrbanPiper's responsibility to make sure Merchant get the same services from the new management/Company on the same terms as agreed herein.

c. *Independent Contractors.* The relationship of the Parties is solely that of independent contractors on a principal to principal basis. Neither Party shall have any authority to contract with third parties on behalf of the other Party or to expressly or impliedly represents that it has any such authority, to any person unless authorised to do so in writing.

d. *Entire Agreement and Modification.* This Agreement including the Annexure hereto constitutes the complete and exclusive understanding between the Parties and it may be amended only by a written agreement signed by both the Parties.

e. *Waiver.* If one Party fails to enforce any provision of this Agreement, it shall not be precluded from enforcing the same provision at another time

f. *Notices.* All notices and communications required or permitted under this Agreement shall either be in email, sent to the identified email ids at the time of signing the agreement or; be in writing and delivered personally or sent to the official address of the Party through recognized courier service. Either Party may change its email id or address by delivering notice of such change of address to the other Party.

g. *Severability.* In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the Parties. In such an event, the remaining terms and conditions of this Agreement shall remain in full force and effect.

h. *Arbitration.* Any dispute or difference arising between the parties out of this Agreement shall be referred to the sole Arbitrator and settled through arbitration subject to Indian Laws of Arbitration. The arbitration shall be conducted in English language and the venue of arbitration shall be in Bangalore.

i. *Governing Law.* This Agreement shall be governed by and construed in accordance with the Laws of India. The courts of Bangalore shall have exclusive Jurisdiction.

j. *Force Majeure.* Neither Party shall be responsible for delays or failures in performance resulting from labour conflicts, industry wide shortages of labour or material, acts of war or civil disruption, governmental action, acts of God and other natural disasters which are beyond the reasonable control of such party.

k. *Survival of certain terms.* All the warranties, indemnification and confidentiality obligations set forth in this Agreement shall survive the termination of this Agreement.

18. Related services and 3rd Party Applications (Not applicable for HUB)

a. UrbanPiper is integrated with multiple 3rd party systems which are essential for the functional and experiential completeness of its products. These services include, though not limited to, Analytics, Payment Gateways, e-mail and app notifications, etc. UrbanPiper strives to adopt services that are robust, proven and widely adopted across

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the world and also ensures that the usage of said services are offered within the overall cost of offering. To that end, UrbanPiper eschews any suggestions for integrating services over and above those already in place, unless there is a compelling deficiency in the current service(s).

b. **Google Maps:** has been a widely used service essential to any online ordering service. Google used to offer this as a free service up until mid-2019, but that has now been replaced with a paid service. UrbanPiper has adopted multiple measures to ensure that the consumption of Google Maps is minimised significantly. In most cases, the charges don't even cross the free-tier offered by Google. However, the Merchant would be required to set up its own Google Maps project and share the API keys with UrbanPiper for usage. Not doing so would require UrbanPiper to stipulate certain quotas on the usage of the service that will guarantee it to be within the free tier. This however, may cause disruption of the website or mobile applications (android / iOS). To offer a consistent experience, UrbanPiper requests the account to be created by the Merchant. UrbanPiper shall endeavour to provide training to the Merchant to configure the project in a desirable manner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date mentioned above.

For, UrbanPiper Technology Private Limited.

Name: Mr. Himanshu Makhijani

Designation: Head - Finance

Signature: ……………………………
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For, SEP Restaurants Private Limited

Name: _____ Mrs Deepika Bhalla

Designation: _____ CMD

Signature: ……… Mrs Deepika Bhalla ……………
BAAEDBE9EBBF49E...

Annexure A: Resolution Timelines

Priority	Definition	Example	Response Time	Resolution Time
Urgent	The most severe type of program error. It can be described as a showstopper, a	Service Down	1 hour	4 hours

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	critical failure in operational activity where no workaround is available			
High	This is the second most severe type of program error. These problems are considered high impact issues. Problems in this assessment category include an application that is inoperative or seriously degraded where a short-term workaround is available	Reduced usability of Service (i.e. material data access errors)	1 hour	12 hours
Medium	The program Error limits the functionality or usefulness of the application, but the condition is not critical to the continued operation of the service. A workaround is readily available, and can be applied or used with little or no operational impact.	Work around that is inconvenient but service is functional	2 hours	48 hours
Low	This is the least severe type of Program Error. It can be described as a minimal problem arising from a misleading or unsatisfactory component or feature. The problem can be circumvented with no operational impact and there are no data integrity issues. Deferred maintenance of "low" Program Error is acceptable	Minimal to no impact, but may be resolved in the next patch update	4 hours	72 hours

Annexure B: Payment Terms

Merchant Name: SEP Restaurants Private Limited

Offer Details:
- *Prime : POS & Inventory Management tool for restaurants*

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- Additional products & services:
  - Quint dashboard — A DIY dashboard which the merchant can use to update the inventory on a regular basis. This dashboard will also provide support for basic analytics and the provision to download detailed transactional reports.
  - Satellite prime is an order management tool for all orders received through UrbanPiper platform incl. orders received on aggregators as well as website and apps managed by UrbanPiper
  - Atlas is the business dashboard for Analytics and Campaigns.
  - Training — UrbanPiper's customer success team will provide detailed demos at the time of on-boarding. Thereafter, for new features, the merchant can request for a demo, if one hasn't already been provided before.

Commercials

- **HUB +Prime**

No. of Licenses	Yearly Pricing(Rs)	Quarterly Pricing(Rs)	Billing Frequency
3	8000	2000	Quarterly

Other Payment Terms
- All prices quoted are exclusive of applicable government taxes and levies.
- Payment against an invoice shall be cleared within, at most, 30 days from the invoice date.
- A reasonable charge will be paid by the Merchant if required for UrbanPiper team to travel outside Bangalore, provided prior approval has been taken from the Merchant on the same.
- Any specific feature requirement outside the Scope of Work for the Merchant may be charged extra with a nominal fee provided prior approval has been taken from the Merchant.
- Payment gateway or any third party charges are exclusive of the quoted pricing (Applicable only to Online Ordering - Website & Apps).

NOTE: UrbanPiper will offer the **Satellite Prime tool** tool, free of cost, for any exigent scenario, or, if the PoS integration is work-in-progress, stalled, or not in the scope. This Satellite Prime tool is NOT a replacement of the Point of Sale system.

Merchant Contact Details (POC)

1. Name of Representative   **Mr. Rahul**

2. Email id of Representative   **accounts@sepr.in**