E-KYC Service Agreement

The Terms and Conditions of this Agreement, along with privacy policy or other terms ("Terms") constitute a binding agreement by and between **ABCM APP PRIVATE LIMITED**, ("Website Owner" or "we" or "us" or "our") and **You** ("Customer" or "you" or "your") and relate to your use of our website, goods (as applicable) or services (as applicable) (collectively, "Services").

By using our website and availing the Services, you agree that you have read and accepted these Terms (including the Privacy Policy). We reserve the right to modify these Terms at any time and without assigning any reason. It is your responsibility to periodically review these Terms to stay informed of updates.

The Company and the Customer shall individually be referred to as "**Party**" and collectively as "**Parties**" to the Agreement.

WHEREAS:

(A)   The Company owns and operates a technology platform and has developed certain web applications and application program interfaces, which it provides to its customers.

(B)   The Customer intends to avail certain Services to effectively carry out its business operations and the Company has agreed to provide the Services to the Customer, subject to the payment of Fees, in accordance with this terms and conditions.

AGREED TERMS:

1.   DEFINITIONS AND INTERPRETATION

1.1.   **Definitions:**

"**Access Keys**" shall mean any confidential or secret keys, including developer ID, certificate ID, application ID, dashboards that shall be required by the Customer to access the Services.

"**Aggregate Data**" shall mean de-identified or anonymised data that is devoid of any personal identifiers that cannot be used whether directly or indirectly to identify a natural person.

"**API**" or "**Application Program Interface**" shall mean those application program interfaces that are made available by Company to the Customer for availing the Services, under the terms of this Agreement.

"**Applicable Law**" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, by-law, permits, licenses, approvals, consents, authorisations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or

administration, having the force of law of any of the foregoing, by any regulatory authority, whether in effect as of the Effective Date or at any time after.

"**Base Plan**" shall mean the base plan offered by the Company to its Customer with respect to the Services.

"**Confidential Information**" in relation to the Company shall mean all proprietary material exchanged with the Customer including but not limited to the written and electronic media, all verbal disclosures of information made and/or accessible to the Customer, APIs , strategic and development plans, financial conditions, business plans, data, software specifications, software source code, inventions, designs, patents, copyrights, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed or to which the Customer may be provided access to, or which is generated as a result of or in connection with the Platform.

Or

"**Confidential Information**" means any and all proprietary or confidential data or information relating to either Party, disclosed (directly or indirectly) by one Party to the other Party, including but not limited to, the terms and conditions of this Agreement and/or any and all financial, technical, non-technical information, data, business operations, APIs, on-going research, or business, sales, subscribers, suppliers, clients, employees, ideas and creative works belonging to either Party (regardless of whether such information is protectable under copyright, patent or trademark and/or trade secret doctrine) including but not limited to copyright, trade secret and proprietary information, data, techniques, business forecasts, research, work in progress, program formats, projects, sales and marketing plans, future development, personnel information, whether in oral, written, graphic or electronic form, and whether designated as confidential or not and shall also include Confidential Information, of a third party, which either Party may gain access to, in the course of fulfilment of the purposes of this Agreement.

"**Customer Account**" shall have the meaning ascribed to it in Clause 3.1.

"**Customer Data**" shall mean all personally identifiable information (including but not limited to names, addresses, e-mail addresses, transaction data, demographic data, behavioural data, customer service data, correspondence and other documents and information) of the Customer and/or its End Customers.

"**Customer Representatives**" shall have the meaning ascribed to it in Clause 3.2.

"**Dispute**" shall mean any dispute, difference, claim or controversy arising between the Parties as to the construction of this Agreement or as to any matter of whatsoever nature arising thereunder or in connection therewith, including any question regarding its breach, termination, enforcement, interpretation or validity.

"**End Customers**" shall mean the consumers of the Customer's products and services.

"**Fee**" shall have the meaning subscribed to in Clause 11.1**.**

"**Infringing Material**" have the meaning ascribed to it in Clause 14.3.

"**Intellectual Property Rights**" shall mean and include all rights in, to, or arising out of: (i) any domestic or international patent or any application therefore and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or non-patentable in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask works registrations, applications, moral rights, trademarks, and rights of personality, privacy and likeness, whether arising by operation of law, contract, license or otherwise; and (iv) any other similar or equivalent proprietary rights anywhere in the world.

"**Notice**" shall have the meaning ascribed to it in Clause 16.1.

"**Services**" shall mean access to the APIs and the Platform and such other services provided by the Company to the Customer.

"**Support Services**" shall refer to the services detailed in Clause 10.1.

"**Term**" shall have the meaning ascribed to it in Clause 13.1.

"**Third-Party Software**" shall mean certain software not developed by the Company, consisting of open source software and third-party proprietary software, that are not licensed to the Customer under the terms of this Agreement**.**

"**Transaction Logs**" shall mean the following data points (i) the API request generated by the Customer, (ii) the date and time stamp of the API request and (iii) the status of the API request.

1.2. <u>Interpretation</u>:

(a) A reference to the Agreement shall include reference to the Agreement along with Annexures and all the other Documents executed between the Parties during the Term.
(b) A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
(c) A reference to a statute or statutory provision shall include all subordinate legislation made under the statute or statutory provisions in force as on the Effective Date.
(d) References to Clauses and Schedules are to the clauses and schedules of this Agreement; references to Paragraphs are to paragraphs of the relevant Schedule to this Agreement.

(e)　　Any reference to writing includes typing, printing and email but excludes any other form of electronic communication.

2.　SERVICES AND GRANT OF LICENSE

2.1.　Subject to payment of the Fees, the Company shall make the APIs available to the Customer as per the terms of this Agreement.

2.2.　The Company hereby grants to the Customer a non-exclusive, non-transferable, limited, non-sublicensable, revocable license to use and access the Platform and the APIs, during the Term, in India, in accordance with the terms of this Agreement.

2.3.　The prices, features, and options provided to the Customer with respect to the Services shall depend on the plan selected by Customer as set forth in the Base Plan. The Company does not guarantee that the particular plan chosen by the Customer will be offered indefinitely. The Company reserves the right to change the prices, features, or options included in a particular plan with appropriate notice period, provided that such changes shall be applicable prospectively.

2.4.　Statements of Work:

(a)　　The Services to be provided by the Company under this Agreement shall be expressly set forth in the relevant SOW.

(b)　　Each SOW shall specifically identify the plan subscribed by the Customer and the Services to be rendered.

(c)　　Each SOW shall be deemed separate and severable.

(d)　　Each SOW shall be annexed to this Agreement as a Schedule and shall form an integral part of this Agreement.

(e)　　In the event of any conflict between the terms of this Agreement and the SOW, the terms of this Agreement shall prevail, unless expressly specified to the contrary in the relevant SOW.

3.　CUSTOMER ACCOUNT AND ACCESS KEYS

3.1.　In order to enable the Customer to access the Platform, the Customer shall be required to create a Customer account ("**Customer Account**"), by entering details, including but not limited to name and email address, via an authentication service, and/or establishing a Customer profile name and password. The Customer shall be responsible for maintaining the confidentiality of the Customer Account, including the username and password. The Customer must immediately notify the Company of any unauthorised use of the Customer Account or any other breach of security.

3.2.　The Company will provide the Customer with the Access Keys. The Customer acknowledges and agrees that the Access Keys are the exclusive property of the Company and that the misuse of the Access Key by the Customer or any third party could cause substantial loss and damage to

the Company and/or its customers. The Customer shall take appropriate measures to protect the security of the Access Key(s) and not provide the Access Key(s) to any third party except for the Customer's officers, directors, employees, sub-contractors ("**Customer Representatives**"), without prior written consent of the Company.

3.3. The Customer shall solely be held liable for any and all losses, claims, damages, costs, demands or expenses incurred by the Company or any other user/client or visitor of the Platform: (a) due to unauthorized use of any of the APIs and/or the Services by the Customer or the Customer Representatives; or (b) due to Customer's or Customer Representatives' failure in keeping the details of the Access Key/s confidential; or (c) due to the unauthorised activities that take place through the Customer Account; (d) due to the acts and omissions of the End Customer.

4. USE OF PLATFORM AND APIs

4.1. <u>Permitted Uses</u>: The Customer shall be permitted to use the Platform and the APIs on a non-exclusive basis for its internal business purposes only. The Customer agrees that, notwithstanding anything to the contrary in this Agreement, excluding the personally identifiable information of the Customer and/or the End Customer (as the case maybe), the Company shall have the right to collect and analyse Aggregate Data and other information relating to or derived from the provision, use and performance of various aspects of the Services and related systems and technologies. The Company will be free (during and after the term hereof) to use such information and data, to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings.

5. RESTRICTIONS

5.1. The Customer shall not and shall ensure that the Customer Representatives and/or the End Customer shall not:

(a) use the Platform and the APIs in any manner except as expressly permitted in this Agreement.
(b) modify or create derivative works based upon the Services or Platform or APIs.
(c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform and the APIs.
(d) access the Services or APIs, or Platform in order to build a similar or competitive product.
(e) sub-license, resell, rent, lease, distribute, market, or otherwise transfer usage or other rights to the APIs or the Platform or modify or alter any part of the API.
(f) use any robot, crawler, other automated device, or manual process to monitor or copy any part or the whole of the Platform or APIs.
(g) use the APIs and /or Platform (i) in any unlawful manner; or (ii) for fraudulent or malicious activities.
(h) probe, scan, or test the vulnerability of any system or network of the Company.
(i) breach or otherwise circumvent any security or authentication measures.
(j) undertake activities that are in violation of the Applicable Law.

6.   OBLIGATIONS AND RESPONSIBILITIES

6.1.   <u>Customer's Obligations</u>: The Customer shall be solely responsible and liable:

(a)   for obtaining all requisite approvals and ensure compliance with the Applicable Law.

(b)   for maintaining the necessary infrastructure required to connect to, access or otherwise use the APIs.

(c)   for obtaining appropriate consent from End Customers (in a form and manner, prescribed under Applicable Law) for the purpose of the Services, including, but not limited to, (i) the transmission of their sensitive personal information, if any, and (ii) storing images of various identification and other documents of the End Customers (if shared), retaining such images, and forwarding such images to the Company for the purpose of this Agreement in the manner contemplated in this Agreement, provided such consent shall be procured by the Customer prior to sharing the Customer Data with the Company.

6.2.   The Customer shall at all times comply with all the Applicable Laws including but not limited to the laws related to data protection, privacy and transaction and financial data including but not limited to the RBI's data localisation norms, Information Technology Act, 2000 and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and any other law that may apply in the future.

6.3.   Should the Customer avail the 'Aadhaar Check' product, it agrees that it shall comply with the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, and the applicable Rules and Regulations framed thereunder.

6.4.   <u>Company's Obligations</u>

(a)   Based on the data provided by the Customer, the Company shall liaise with various external agencies or parties to automatically collect, verify and compile information. The Company shall take reasonable care while collating, transcribing and encrypting information which it collects from such sources.

(b)   The Company shall maintain Transaction Logs on its Platform in a secure manner as required under Applicable Laws, for the Customer's records and for any regulatory authority's audit.

7.   INTELLECTUAL PROPERTY RIGHTS

7.1.   The Company and/or its licensors (if any) shall at all times retain all the Intellectual Property Rights in and to the Platform and the APIs. All the right, title and interest in the Aggregate Data shall at all time vest with the Company.

7.2.   The Customer's rights to use the Platform and the APIs is limited to those expressly granted by this Agreement. Except for the limited right granted under Clause 2.2, no other rights with

respect to the Platform and APIs or any related intellectual property are granted or implied to be granted to the Customer under this Agreement.

7.3.   Notwithstanding anything to the contrary contained in this Agreement, the Company shall have no liability for a claim of infringement arising from:

(a)   Any Third-Party Software;
(b)   Any portions of the APIs that rest on open source software;
(c)   The combination of the Platform or APIs with products or services not provided by the Company, which claim would have been avoided but for such combination;
(d)   The use of the Platform and/or APIs in a manner not permitted or contemplated hereunder or approved by the Company.

7.4.   The Customer hereby grants to the Company a non-exclusive, worldwide, perpetual, revocable, transferable, and royalty-free license to display the Customer's logo, trademark, brand name for marketing on the Company's website, directory and other marketing materials.

8.   DISCLAIMER OF WARRANTIES OF THE COMPANY

8.1.   To the extent permitted by Applicable Law, the Platform and the APIs is provided on an "as is" and "as available" basis.

8.2.   To the fullest extent permissible under Applicable Law, unless otherwise agreed under this Agreement the Company expressly disclaims all other warranties of any kind, express or implied, with respect to the APIs, including warranties of merchantability, compatibility, applicability, usability and appropriateness, fitness for a particular purpose, satisfactory quality, accuracy, title and non-infringement, and any warranties that may arise out of the course of performance or course of dealing.

8.3.   The Company does not warrant that the operation of the Platform will be uninterrupted, secure or error free.

8.4.   The Company does not warrant or represent that the Platform and/or the APIs will be compatible with any Third-Party Software. It is the Customer's responsibility to ensure compatibility of the Platform and/or the APIs with any Third-Party Software.

8.5.   The Customer is aware of, and understands and agrees that Services provided by the Company, via the Platform and APIs, are subject to limitations posed by technology, and the Company is dependent on the availability of certain services and/or websites maintained by third parties including but not limited to banks, hosting service providers, governmental agencies. The Company shall in no event be liable for any non-availability of the Services caused due to the non-availability of the services and/or websites maintained by the third parties.

9.   REPRESENTATIONS AND WARRANTIES OF THE CUSTOMER

9.1.   The Customer represents and warrants to the Company that:

(a)   It is a valid subsisting entity registered and existing under Applicable Law;

(b)   It has all requisite power and authority to execute and deliver this Agreement and perform its obligations set out in this Agreement;

(c)   The execution of this Agreement will not result in the violation of any of the terms and provisions of any agreement, written or oral, to which it may be a party;

(d)   It has full legal authority to bind its employees to this Agreement;

(e)   It has obtained prior consent from the End Customer before sharing the Customer Data with the Company; and

(f)   It shall at all times comply with the Applicable Laws.

10.   SERVICE LEVELS

10.1.   <u>Support Services by the Company</u>: In the event of non-availability of the APIs due to any technical issue on the part of the Company, the Customer shall immediately inform the Company of such non-availability in writing via email to the Support services email id provided by the Company to the Customer, subsequent to which the Company shall make all reasonable efforts to resolve such technical issues promptly ("**Support Services**").

10.2.   <u>Availability of the APIs:</u> The APIs shall be fully operational 99.5% of the time (24/7) measured monthly. However, any non-availability of the APIs due to factors set forth herein below, shall not considered in order to calculate the availability of the APIs:

(a)   factors outside of Company's reasonable control;

(b)   any improper actions or inactions of Customer or any third parties;

(c)   any issue/maintenance/ downtime of third - party vendors services/websites.

11.   FEES AND REFUNDS

11.1.   The Customer shall pay the Company Fees as agreed between the parties.

11.2.   All the Fees shall be paid by the Customer in advance.

11.3.   In the event the Company discontinues the Services or the Company is unable to provide the Services for an indefinite period of time due to a third party that the Company has partnered with, , the Customer shall have the right to request i) a refund of the Fees paid by the Customer on a pro-rata basis for the unused portion of the Services (excluding set-up fees paid) or ii) utilize Fees paid by the Customer for the unused portion of the Services (determined on a pro-rata basis and excluding set-up fees) to subscribe to other plans and services provided by the Company.

11.4.   The Fees agreed is exclusive of all applicable taxes.

12.   CONFIDENTIAL INFORMATION

12.1   Each Party ("**Recipient**") undertakes not to use the other Party's ("**Disclosing Party**") Confidential Information otherwise than in the exercise and performance of its rights and obligations under this Agreement ("**Permitted Purposes**").

12.2   In relation to the Disclosing Party's Confidential Information, the Recipient shall treat as confidential all Confidential Information of the Disclosing Party supplied under this Agreement. The Recipient shall not divulge any such Confidential Information to any person except to its own employees who need to know it for the Permitted Purposes. The Recipient shall ensure that its employees, sub-contractors, agents, and consultants are aware of, and comply with, this Clause, and execute appropriate agreements with each such employee, sub-contractor, agent, and consultant that contain obligations detailed in this Clause.

12.3   The restrictions imposed by this Clause shall not apply to the disclosure of any Confidential Information which:

(a)   is now in or hereafter comes into the public domain otherwise than as a result of a breach of this Clause;

(b)   before accepting this Agreement was already known by the receiving party (or, in the case of the Company or any of its Affiliates) and was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation;

(c)   is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the Disclosing Party to limit disclosure to such authorised person to the extent necessary).

12.4   Each Party shall notify the other Party if any of its staff connected with the provision or receipt of the APIs becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other Party, at that other Party's reasonable cost, in connection with any enforcement proceedings which that other Party may elect to bring against any person.

12.5   This Clause shall remain in full force and effect in the event of any termination of this Agreement.

13.   TERM AND TERMINATION

13.1.   Term: This Agreement shall come into effect on the Date of accepting or signing and shall be valid until terminated by either Party in accordance with the terms of this Agreement ("**Term**").

13.2.   Termination for Convenience: Each Party may terminate this Agreement by providing 30 (thirty) days' prior written notice to the other Party.

13.3. <u>Termination for Cause</u>: Either Party may at any time terminate this Agreement or any SOW with immediate effect by giving a written notice to the other Party if:

(a)   the other Party fails to perform its obligations or is in breach of any terms and conditions of this Agreement and such breach or non-performance capable of being cured and is not cured within 30 (thirty) days of notice of such breach or non-performance;

(b)   the other Party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors;

(c)   the other Party admits in writing its inability to pay debts to any third party; or

(d)   the other Party involuntarily becomes the subject of a petition in bankruptcy or reorganization proceeding and such proceeding shall not have been dismissed or stayed within 60 (sixty) days after such filing.

13.4. <u>Termination Due to Force Majeure Events</u>: In the event a force majeure event detailed in Clause 17.9 causes delay or non-performance for a continuous period of 30 (thirty) days or more, the Party not affected may terminate this Agreement by giving 7 (seven) days' written notice to the other Party.

13.5. <u>Consequences of Termination</u>: Upon expiration or termination of this Agreement:

(a)   The Customer's license to use the APIs, avail the Services and access the Platform shall cease immediately.

(b)   The Customer's data including but not limited to transaction logs shall continue to be retained by the Company.

(c)   The Customer shall immediately irretrievably destroy (or return) all copies of the Confidential Information as detailed in Clause 12.

(d)   The Customer shall, upon the Company's written request, certify that the Customer has completed all of its post termination obligations under this Clause.

13.6. In the event the Agreement is terminated by the Company pursuant to Clause 13.2, the Company shall refund to the Customer, on a pro-rata basis the Fees paid by the Customer for the unused portion of the Services, provided that any set-up fees paid by the Customer shall not be refunded by the Company.

13.7. In the event this Agreement is terminated, all the SOWs executed under this Agreement shall be automatically terminated.

13.8. The termination of this Agreement shall be without prejudice to any claims or rights of action accrued to the Parties hereunder prior to such termination.

14.   INDEMNITY

14.1. The Customer shall on demand indemnify, defend and hold the Company and its officers, directors, employees, agents, successors and assigns harmless from and against all suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable

attorney's fees) and expenses arising from third party claims raised against the Company due to: (a) any wilful breach of this Agreement by the Customer; (b) any gross negligence or wilful misconduct of the Customer; (c) wilful breach of Company's Intellectual Property Rights by the Customer; or (d) any violation of any Applicable Law by the Customer; (e) the Customer's use of the API or the Platform in violation of the terms of this Agreement;.

14.2. The Company shall on demand indemnify, defend and hold the Customer and its officers, directors, employees, agents, successors and assigns harmless from and against all suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from any third party intellectual property infringement claim against the Customer arising from the Customer's use of the API and/or the Platform in accordance with the terms of this Agreement.

14.3. In the event any portion of the APIs or the Platform are held or believed by the Company to infringe or misappropriate Intellectual Property Rights of any third party (such portion to be deemed the "**Infringing Materials**"), then Company (where the Infringing Materials are the Services), at its sole expense and at its option: (a) obtain from such third party the right for the Company to continue to use the Infringing Materials; or (b) modify the Infringing Materials to avoid and eliminate such infringement or misappropriation, as the case may be; or (c) upon mutual agreement with the other Party, remove and disable the Infringing Materials; or (d) if none of the foregoing remedies is commercially feasible, terminate this Agreement, provided that in such case Company shall promptly refund on a pro-rata basis to Customer all the advance Fees paid by Customer to Company for the remainder of the Term. Subject to Clause 14.2, this Clause sets forth Company's entire liability and obligation, for any claim of infringement or misappropriation of any Intellectual Property Rights.

14.4. The indemnified Party shall promptly notify the indemnifying Party in writing of any claim; provided that the failure to provide such notice shall not relieve the indemnifying Party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure. The indemnifying Party shall bear full responsibility for the defence (including any settlements) of any claim; provided, however, that (i) the indemnifying Party shall keep the indemnified Party informed of, and consult with the indemnified Party in connection with the progress of such litigation or settlement, and (ii) the indemnifying Party shall not settle any such claim in a manner that does not unconditionally release the indemnified Party, without the indemnified Party's written consent (such consent shall not be unreasonably withheld or delayed).

15. LIMITATION OF LIABILITY

15.1. Neither Party will be liable to the other Party for any indirect, incidental, consequential, special, or exemplary damages arising out of or related to this Agreement, even if the other Party has been advised of the possibility of such damages and regardless of whether such liability is with respect to contract, negligence, tort, strict liability, warranty, or otherwise.

15.2. Notwithstanding any provision to the contrary, the total liability of the Company for any claims arising out of this Agreement shall not exceed Rs. 5,00,000 (Rupees Five Lakhs only).

16.   NOTICES

16.1. Any notice or other communication in connection with this Agreement shall be in writing in English language (a "**Notice**") and shall be sufficiently given or served if delivered or sent. In the case of Company it shall be addressed to following:

ABCM APP Private Limited,
Address: Unit No 342, 3rd Floor, IJMIMA Complex, Off Link Road,
            Mind Space, Malad West, Mumbai – 400064
Email: santosh@abcmapp.com
Contact Person: Santosh Purabia

16.2. Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received upon receiving successful transmission report, if sent by post or international overnight courier, 7 (Seven) business days from the time of posting, if sent by airmail, or at the time of delivery, if delivered by hand or if sent by email, 1 (one) business day from the date of email.

17.   MISCELLANEOUS

17.1. <u>Entire Agreement</u>: This Agreement along with the Schedules and SOWs constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral.

17.2. <u>Marketing and Promotional Activities</u>: The Customer acknowledges and agrees that the Company may share additional marketing and promotional information with respect to any and all products, services or any other communication with the Customer.

17.3. <u>Conflict</u>: If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

17.4. <u>Amendment</u>: Each of the Parties agree that this Agreement may only be amended or modified by the written agreement of all the Parties herein.

17.5. <u>Assignment</u>: The Customer may not sublicense, assign or transfer the Customer's rights under this Agreement without the Company's prior written consent. Any attempt by the Customer to sublicense, assign or transfer any of the Customer's rights, duties or obligations under this Agreement, whether directly, or indirectly by merger, acquisition or change of control, will be null and void.

17.6. <u>Waiver</u>: A Party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. A waiver of any provision of this Agreement must be in writing and must specify the provision to be waived and signed by the Party agreeing to the waiver.

17.7. <u>No Partnership</u>: Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as an agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17.8. <u>Severability</u>: If any provision of this Agreement is or becomes invalid, illegal or unenforceable, the provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any such modification of a provision shall not affect the validity, legality and enforceability of the rest of this Agreement. If a Party gives notice to another Party of the possibility that any provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that it becomes legal, valid and enforceable.

17.9. <u>Force Majeure</u>: Subject to Clause 13.4, neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations.

17.10. <u>Non-Compete:</u> The Customer hereby acknowledges that the Company is disclosing and making available to the Customer, its Confidential Information that is essential to its business. The Customer, therefore, agrees that during the Term of this Agreement and thereafter for a period of 1 (one) year immediately following the termination of this Agreement for any reason, the Customer shall not develop any application programming interface that is similar to the API provided by the Company under this Agreement, directly or indirectly, through itself or its affiliates or any related party concerns, that can be developed from the Confidential Information disclosed by the Company. The Customer further understands, agrees and acknowledges that this provision in no way acts as a restraint on its business, trade or activities.

17.11. <u>Survival</u>: Any Clauses that explicitly or implicitly may survive, shall survive the termination of this Agreement including but not limited to the Customer's obligation to make a payment of any outstanding unpaid Fees.

17.12. <u>Third Party Rights</u>: No third-party shall have any right to enforce the provisions of this Agreement.

18. JURISDICTION AND GOVERNING LAW

18.1. This Agreement is governed by, and shall be construed in accordance with the laws of India. Subject to Clause 19, courts in Mumbai shall have exclusive jurisdiction over any Dispute.

19. DISPUTE RESOLUTION

19.1. Subject to the other provisions of this Clause 19, the Parties shall attempt in good faith to mutually resolve any and all Disputes, whether of law or fact, and of any nature whatsoever arising from or with respect to this Agreement within 30 (thirty) days of the Dispute arising.

19.2. In the event the Parties fail to resolve the dispute amicably within the timelines set forth in Clause 19.1, the Dispute shall be resolved by arbitration in Mumbai in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force and rules thereunder, which are deemed to be incorporated by reference in this Clause. The tribunal shall consist of 1 (one) arbitrator mutually appointed by the Parties. The seat and the venue of the arbitration shall be Mumbai, and the language of the arbitration shall be English.

19.3. The award rendered by such arbitrator shall be final and binding on the Parties.