

(ON- PREMISE) SOFTWARE LICENSE AGREEMENT

The (On-Premise) Software License Agreement (Hereinafter referred to as the “Agreement”) is entered into on this 29th Day of the Month of May in the year 2023 (hereinafter referred to as “Effective date”)

BY AND BETWEEN

ATTORT LEGAL CONSULTANCY PVT. LTD., a Client incorporated under the Companies Act 2013, bearing PAN AARCA0553A represented by Ms Gautami Raiker, Director of the Client, Indian National and having its registered office at 335-1/A-1, Rachol-Goa (hereinafter referred to as “**Contractzy**”); which expression shall, unless repugnant to the meaning or context thereof, be deemed to include all permitted successors, affiliates and assigns;

AND

FINCARE SMALL FINANCE BANK LTD., a Client incorporated under the Companies Act 2013 and having been granted banking license under the provisions of the Banking Regulation Act, 1949 having its registered office at 301-306, 3rd Floor, Abhijeet-V, Opposite Mayor’s Bungalow, Law Garden Road, Mithakhali, Ahmedabad-380 006 and its Corporate office at #835/39, 5th Floor, Bren Mercury, Kaikondanahalli, Sarjapur Main Road, Bengaluru-560035 (hereinafter referred to as “**Client**”); which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns.

For the purpose of this SAAS Agreement, “**CONTRACTZY**” and “(The Client)” shall individually be referred to as “**Party**” and collectively referred to as “**Parties**”.

AND WHEREAS,

- i.** **CONTRACTZY** is engaged in providing services related to Legal consultancy, document automation, digitization, AI services and other co-related activities. **CONTRACTZY** is a contract automation software /online platform providing services such as Contract Lifecycle Management, E-signature module etc., (hereinafter referred to as the SAAS based product).
- ii.** Both the parties are willing to enter into the present (ON-PREMISE) Software License Agreement wherein for Client is to purchase the right to use the said Software Product, upon the mutually agreed terms as set forth.

NOW, THEREFORE, **CONTRACTZY** and the Client agree that the following terms and conditions will apply to the services provided under this SAAS Agreement and Orders placed and paid thereunder.

1. DEFINITIONS

- a. **API:** means Application Programming Interface which CONTRACTZY will provide to the Client for its required activities. The API will assist the Client to carry out its functions of digitization of documentation, E-Sign, E-Stamp facilities.
- b. **Client:** shall include the above-mentioned party and its Authorised Users including employees, directors, who have access to the Software Product for use.
- c. **Client details or Client content:** means all data and materials provided by Client to CONTRACTZY for use in connection with the API Services, including, without limitation to Client data, account statements, employees' details, contracts, templates, agreements, KYC documents (of the Client's clients/merchants) owned/uploaded by the Client (including such data which the Client has uploaded to the data storage facility provided through the API).
- d. **Client Data:** means the data processed, stored, hosted on Software Product by the Client in pursuance to use of Software Product under this Agreement.
- e. **Company System:** means the software, hardware, middleware, servers, or any other item operated by or on behalf of the Company, and communications connectivity used in conjunction with the foregoing.
- f. **Documentation:** means the user guides, online help manuals, release notes, training materials, templates, clause libraries and other documentation, all descriptions, instructions or other materials that are incorporated into this Agreement or not and during the Term which describe the specifications, operation, functionality or other information regarding the Company Software, System or Subscription and provided or made available by the Company to the Client regarding the use or operation of the Software Product and API Services.
- g. **(ON-PREMISE) based product:** means the services provided by The Company to the Client to use for execution of the services of the Client. The (ON-PREMISE) Legal Capsule shall assist the Client to carry out its functions of digitization of documentation i.e. E-Sign, E-NACH and E-Stamp facilities etc.
- h. **Licensing or Subscription term** – shall mean that period during which the Client will have online access and use of the (ON PREMISE) based product of CONTRACTZY. The Licensing Term shall be in consonance with the respective Subscription Plan preferred and chosen by the Client.
- i. **Services:** means the services to be provided by Company under this Agreement including, without limitation, access to, and use of, the Subscription Services, technical support and training.
- j. **Subscription Service:** shall mean the online services, web applications/software product, associated user interfaces, help resources, and any related technology as made available by Company via the Company System and the Internet specified in this agreement, together

with all security devices, and any proprietary third-party software that is provided as part of or that accompanies the Subscription Service.

- k. Update** – means a bug fix, patch, or other revision to or modification of software that the CONTRACTZY provides the Client, including those it makes generally available. Updates do not include Upgrades and versions of software.
- l. User Account** – Each subscriber entity shall be provided with the number of user accounts as agreed mutually. The user account is identifiable with the unique id generated. CONTRACTZY is not obligated and do not monitor user activity on the CONTRACTZY software. The single Account shall not be utilized by more than a single natural person without the prior intimation to both- the Admin user and CONTRACTZY.
- m. User Data** – comments, chats, sensitive personal information, executed, unexecuted contracts, any contents created by the user /subscriber, counter party of the contract.

2. SCOPE OF SERVICE AND PAYMENTS

- a.** During the Subscription Term, the Client will receive a non-exclusive, non-assignable right to access and use the SAAS Services solely for the purpose of internal business operations subject to the terms of this SAAS Agreement.
- b.** The Services shall be rendered as per specifications & terms agreed in “**ANNEXURE A** “annexed to this agreement. Any additional services those not specifically mentioned in the “**ANNEXURE A** “shall be provided on the mutual agreeable terms and with additional charges.
- c.** In consideration of the undertaking by CONTRACTZY for providing the services under this SAAS Agreement, more particularly described in **ANNEXURE A**, the Client agrees that it shall pay to the CONTRACTZY at mutually agreed rates recorded in **ANNEXURE A**.

3. TERM AND RENEWAL

- a. Term** – This Agreeemnt shall be effective from the date of execution and shall automatically renew for successive one-year terms unless terminated by CONTRACTZY with written notice thirty (30) days prior to the end of the then-current term. Customer may not terminate this Agreement except for cause.
- b. Renewal of term** – Before the expiry of the subscription term, the Client may at its discretion make payments towards the next subscription plan to ensure continuation of the services. The renewal of subscription plan shall be affected on the same terms and conditions as the last subscription plan unless specifically agreed between the parties in writing. CONTRACTZY will serve notice to the Client for the renewal of services or expiry of terms. Any use or access to software or feature pending payment shall be withdrawn post 15 days from its first access.

4. GENERAL PROVISIONS OF USAGE

- a. The present agreement allows the Client to use the software in a manner consistent with these Terms of Service, as determined by CONTRACTZY in its sole discretion. Even though CONTRACTZY releases upgrades and updates of the SAAS based product the services are provided herein on an “AS IS” basis as regards to its features, upgrades and versions.
- b. **Non-Exclusive License:** CONTRACTZY shall provide a non-exclusive basis SAAS Service to the Client. Nothing shall be deemed to prevent or restrict CONTRACTZY’s ability to provide the SAAS Services or other technology, including any features or functionality first developed for the Client to any other subscriber.
- c. **Upgrade or downgrade Subscription Plan:** No up-gradation or down-gradation in the paid subscribed plan shall be provided during the subscription term except the change in the number of User Accounts as provided in this Agreement with additional charges as laid down in ANNEXURE A. Any changes to the subscription plan shall be affected at the time of the renewal of the subscription plan.
- d. **Consent to Receive Emails/SMS or any other communication services:** By creating an account, the Client agrees to receive communications from CONTRACTZY such as newsletters, special offers, emails, account reminders and updates. However, the Client shall have the right to withdraw consent at anytime.
- e. **Terms of use and Privacy policy** - The Client also agrees to understand that CONTRACTZY has the right to change CONTRACTZY terms of use, privacy policy and disclaimer at any time and the said Client is bound to adhere to the modified policies without the requirement of prior approval to the extent consistent with this agreement and also laws applicable to both Parties. However, CONTRACTZY shall intimate/ notify the Client in writing of any changes or modifications to the CONTRACTZY terms of use, privacy policy and disclaimer.
- f. **Data protection** – The Client shall notify CONTRACTZY within 24 hours (a) of any breach of the security of the SAAS based Product - if the security of the User Data is compromised in any way, or of any unauthorized disclosure of the User Data or Client Data. The Client shall cooperate with CONTRACTZY in any investigation of the same. It shall be the responsibility of the Client to follow data protection practices including the confidentiality of passwords, USER ID, contents uploaded on the SAAS based product.
- g. **Data Storage** - CONTRACTZY shall provide a data storage facility during the subsistence of the plan. The arrangement of hosting services shall cease upon the expiry of the subscription plan so chosen. The Client shall be responsible to retrieve and store the data on their respective personal storage before the expiry of the plan and stoppage of services. Any data loss shall not be the responsibility of CONTRACTZY. CONTRACTZY shall ensure that it has the necessary infrastructure and security frameworks to safeguard and secure the data storage facility provided to the Client.

5. PAYMENT POLICY

- a. Upon making payments to CONTRACTZY, the Client automatically enters into a legally binding and enforceable contract with CONTRACTZY to purchase the products using the payment facility.
- b. Terms of Payment are mentioned elaborately in **ANNEXURE-A**.
- c. Subject to the terms of the Agreement, the Client shall make all payments, on demand by CONTRACTZY, within the stipulated time as mentioned in the Payment Plan through Account transfer/ NEFT.
- d. Any implications arising out of taxation, including GST, TDS etc as applicable from time to time shall be borne by the Client as per applicable laws.

6. TECHNICAL SUPPORT & MAINTAINANCE

- a. **"Error"** means a material failure of software Product to function in accordance with its documentation and general working, or any other alleged material defect in or malfunctioning of Software Product.
- b. **"Business Hours" and "Business Day"** mean 9.00am to 6.00pm on weekdays with weekly off on Sunday and CONTRACTZY holidays.
- c. The support policy does not include problems caused by the Client system administrator, User such as the Client's accidental or inadvertent destruction of the Client's own data, or a Force Majeure Event, Queries for the use of the features of the SAAS based product
- d. **Updates and upgrades-** The CONTRACTZY may release updates (not chargeable) and upgrades to the Software Product from time to time which shall be made available to the Client on the mutually agreeable terms and payments only, thereafter the Client is responsible for the timely installation of updates and upgrades released by the Client. CONTRACTZY shall provide assistance in the installation of such updates and upgrades.
- e. In case of the upgrades of the software during the term of the present agreement, the Client may choose to use the new upgraded software with the revised fees/charges while existing Fee structure shall be adjusted against the revised structure in the pattern as determined by CONTRACTZY and the Client mutually. The Client shall cooperate in transition to Upgradations so chosen.
- f. **Schedule/Unscheduled Downtime** - The Client acknowledges and agrees to scheduled and unscheduled maintenance of SAAS based product and its downtime. The Schedule Downtime during which Client will not be able to access the SAAS based Product shall be notified to the Client in advance to such schedule downtime. Any unscheduled downtime shall be notified to the Client through emails atleast 48 hours prior to such scheduled downtime. The scheduled downtime should be during the holidays / non-working hours and should not in any event exceed 24 hours. For any unscheduled downtime under exceptional circumstances, CONTRACTZY will ensure that the system is restored within 24 hours and shall provide intimation of the same to the Client. However, CONTRACTZY

hereby agrees to ensure that the frequency of the unscheduled downtime shall not exceed thrice in every twelve (12) months.

- g. Support Service** - CONTRACTZY will respond during Working Hours to Error reports that the Client submits to CONTRACTZY via the online Support Portal at help@contractzy.io. The turnaround time for the queries shall be within 24 working hours, further followed by the resolution time as provided depending on the query raised. The support policy does not include problems caused by the Client's system and users, such as the Client's accidental or inadvertent destruction of the own data, undoing features used.
- h. Training** – No training regarding usage of software shall be provided by CONTRACTZY unless specifically agreed, for all the Client users in a single session. Any additional training queries shall be chargeable. The User agrees to refer to the user manual or the user guide as provided by CONTRACTZY. In case of any addition of new users or upgrades or integration with other software CONTRACTZY will provide video tutorials and email support.
- i. Software Integration** – Any integration of other software with that of CONTRACTZY shall be on the mutual agreeable terms and charges. Although Parties can mutually agree to the integration of other software with CONTRACTZY, CONTRACTZY does not represent and warrant that the Software is flexible and compatible for integration with the other software/systems/applications/programs. The Client shall defend and hold harmless CONTRACTZY against any refunds, claims and demands in case CONTRACTZY is unable to integrate with other software, as mentioned above.
- j. Permissions**-The Client shall provide necessary permissions to CONTRACTZY for integration of any other software product or internal system or application of the Client use. CONTRACTZY does not warrant or support Third-Party Applications.
- k.** If the Client installs or enables any other application for use with CONTRACTZY's Software Product, the Client may be required to grant permission to CONTRACTZY of that other application to access the Client Knowledge Base as required. If the provider of the Other Application ceases to make the Other Application available for inter operation with the CONTRACTZY Software Product in a manner that breaks the integration with the CONTRACTZY Software Product, the Client will not be entitled to any refund, other compensation of whatsoever nature from the CONTRACTZY.

7. REPRESENTATION, WARRANTIES AND COVENANTS

- a. Pending Litigation:** The Parties warrant that there is no pending litigation against their respective entities, employees, directors so as to hamper the performance of the present agreement.
- b.** The Parties warrant providing cooperation and support including providing access to the data, permission and required information by the governmental authorities, court and such other regulatory authorities.

- c. **User Generated Contents:** CONTRACTZY software and its features shall be used only for contract life cycle management and for authorized administrative work. Therefore, the user shall only upload contents, images, messages, chats, and attaches annexes for the purposes described above. User warrants not to upload, use, or write any content including images not belonging to the user, unlawfully obtained, unauthorized, in violation of copyright, abusive, unlawful, hateful, derogatory, slanderous, defamatory or unauthorized use of confidential material and trade secrets.
- d. **Letterhead/Client seals:** Agreements or documents can be appended with an organization seal and letterhead. The user can utilize this component only when the user is approved by the organization to involve that seal and letterhead in a particular record.
- e. **Adding parties & bulk send:** The user agrees only to add the authorized parties and signatory intended to be added for the purpose of sharing, signing, reviewing the contract in an authorized manner. The user agrees not to reveal any confidential contents to any unauthorized parties whether through error, mistake, or on purpose. The user and not ALCPL shall be responsible for any unauthorized sharing and disclosure solely attributable to the action of the User. Once a document has been shared, it cannot be reversed.
- f. **E-Signatures:** The user acknowledges and agrees to the risk associated with using the signature affixation feature on the SAAS based product, whether it be a Virtual, Aadhaar, or Digital Signature, and to use it lawfully. As is done in the usual and accepted manner, The User agrees to affix the original signature belonging to the user strictly whether it is a virtual signature, an Aadhar card, a digital signature or otherwise. The user agrees that the use of any form of signature by the Client's users shall only be done by the individual to whom it belongs, the holder of the Aadhar card, and the holder of the digital signature certificate. The Users using the Aadhaar e-signature shall have his contact number registered and validated with UIDAI (Unique Identification Authority of India) in order to receive the one-time password (OTP) while affixing Aadhar E signature. The User agrees to be responsible to ascertain the signature affixation by the true and the intended party. CONTRACTZY shall not be responsible to ascertain and verify the validity of the use of e-sign and execution of a particular agreement under the applicable law provided the invalidity of the signature is not due to any non-compliance of CONTRACTZY with applicable laws and /or lapses in the SAAS based product and / or the SAAS based product not meeting the regulatory requirement.
- g. **E-stamping &Stamp Paper:** CONTRACTZY is not a Stamp Vendor however, procures legally compliant Stamp Papers as per legal processes, upon the Client's request . The turn-around time for procurement of stamp papers is 10(ten) days. The Client acknowledges that there may be delays in the procurement of stamp papers and agrees not to hold CONTRACTZY liable for the delayed procurement or non-availability of stamps provided that in the event of any delay or non-availability shall be promptly intimated to the Client in writing. Requests for Stamp Papers in hard copy shall be strictly made by the Client at least ten (10) days before initiating any transaction by clicking on the "Request for Stamp

Paper” button on user’s dashboard and by selecting the required value of the Stamp Paper. A Stamp paper that has been used or applied for execution once cannot be reused. It is the Client’s responsibility, liability to ensure that the stamp papers applied to the executed contracts are not reused. CONTRACTZY do not hold the responsibility to verify and maintain a record of used and unused stamp papers, nor do CONTRACTZY hold any responsibility to procure and apply stamp paper unless the user requests it. CONTRACTZY do not hold any responsibility to determine the value of the stamp paper, jurisdiction or state, type /method of stamping.

- h. Storage and cloud services:** CONTRACTZY shall be responsible to store Client’s contracts, information, contacts, any other data belonging to the Client till the expiry of Subscribed plan or till the subsistence of paid services. CONTRACTZY is not responsible to retain or retrieve any of User information, contents ,contracts upon the expiration of Client Subscription plan or termination of present agreement. CONTRACTZY shall not delete the data before the expiry of 30 days from the Data Deletion notice served to the Client upon expiry of Subscription Plan Any data loss post the expiry of the above mentioned 30 days shall not be the responsibility of CONTRACTZY. Any request to provide storage additionally shall be on the chargeable basis.. Before the expiration of the Subscribed plan, the Client must contact CONTRACTZY to share the back up User contents and all data of the Client, before the expiry of the subscription term, CONTRACTZY shall keep all the information received by it through the Client’s use of the SAAS based product confidential and secure for the entire Subscription Term.
- i. Comments and Chats:** The users can add comments to the clauses of the contracts drafted, as well as can chat with other authorized users of the Client. The data deletion request by the user implies no visibility to the user requesting data deletion and to other authorized users.
- j. Workflow Automation:** The Client shall remain responsible to verify the documents to be processed through the intended workflow.
- k. User Management:** Any addition, deletion, changes to the User data cannot be retrieved back and is modified permanently. The User agree to be responsible for and liable for the modifications done to the user data.
- l. Third-Party Integrations of software:** Before using the Third-Party integrations of software on SAAS based product such as Text Editor, Payment gateways, cloud service provider, the Client and its users agree to read the terms and conditions of such third-party service provider and shall be bound by the same. CONTRACTZY shall render necessary support that Client may require to establish validity of the electronic signature applied on any contract/document through the SAAS based product.
- m. Records and Audit:** CONTRACTZY shall maintain complete, accurate and detailed records regarding this Agreement for no less than Ten (10) years from date of record so created. Once in each 12 month period, or more frequently if necessary or if Client wishes, CONTRACTZY agrees to make available (including providing copies of documents

requested by Client at no additional expense to Client), during normal business hours and upon at least 1 week prior notice (unless a shorter period is required for compliance with a request from a regulatory or accrediting agency). CONTRACTZY agrees to provide such assistance as may be necessary to facilitate the review or audit. Additionally, CONTRACTZY agrees and acknowledges that the Client shall have the option to conduct audits to ensure that the security policy, disaster recovery and backup procedures, other procedures and documents are strictly implemented and practiced. The foregoing audit rights shall include when applicable, audits of (i) practices and procedures, (ii) security practices and procedures, (iii) disaster recovery and backup procedures, and (iv) other areas necessary to enable CONTRACTZY to meet laws applicable to the services.

n. CONTRACTZY represents and warrants:

- a.** The Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement;
- b.** No authorization or approval from any third party is required in connection with its execution of the Agreement nor does this Agreement conflict with or result in a breach of or default under any terms, conditions or provisions of any law or agreement, covenant and instrument to which it is a party;
- c.** It has full capacity, power and authority to enter into the Agreement and to carry out and perform all its duties and obligations as contemplated herein including the provision of the SAAS based product and shall keep the same valid throughout the Subscription Term.
- d.** It has the sole ownership / proprietorship of the SAAS based product and it is not in infringement of any third-party rights / intellectual property rights.
- e.** During the Subscription Term, the SAAS based software, when used as authorized under the Agreement, shall perform substantially in conformance with the documentation / demo shared with the Client.
- f.** It shall ensure that the SAAS based product does not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into Client's infrastructure of systems.
- g.** It has implemented appropriate disaster contingency planning and back-up and other data safeguards as per best industry practice.
- h.** At its own costs, undertake all investments and arrange infrastructure facilities including repair and upgradation thereof, required for rendering the services under this Agreement.
- i.** It has necessary arrangement with the e-sign service provider and/or certifying authorities for Aadhaar based authentication of e-signature and undertakes to keep such arrangement valid during the Subscription Term.

- j.** It shall ensure that there are no nonconformities with the established policies, standards, procedures, and compliance obligations with respect to services provided under this Agreement and the electronic signature applied on a document using E-signature module will be valid.
- k.** SAAS based software and related services are in compliance with the Information Technology Act, 2000 read with other applicable rules made thereunder and the guidelines of e-authentication guidelines of Controller of Certifying Authorities under Ministry of Electronics & Information Technology and other applicable laws prevalent in India (including any re-enactment or amendment thereof) ensuring highest standards of security, safety and compliance recognized by international professional bodies.
- l.** The SAAS based product has the following functional capabilities:
 - i.** Supports multiple e-signature authentication process such Aadhaar based, DSC and other approved virtual mode for different signatories in same contract/document.
 - ii.** The generated signature can be linked only to the signatory and to no other person;
 - iii.** Only the signatory had access to and control over the document at the time of signing;
 - iv.** Any alteration to the affixed electronic signature, or to the document to which the signature is affixed, is detectable;
 - v.** There will be a system generated audit trail of steps taken during the signing process;
 - vi.** No one is allowed to tamper with the audit log.
 - vii.** All the documents being uploaded by the User will be encrypted using best industry practices to ensure the secrecy of data. The data entered cannot be viewed by unauthorised persons and the uploaded documents become readable only after the document is opened by the authorised recipient by using unique access code.
 - viii.** Audit trails and Audit logging mechanism ensure that user action can be established and can investigated if any can be aided. (E.g. Logging of IP Address etc.)
 - ix.** Document alterations etc. through unauthorized channel is prevented.
 - x.** It will provide dashboard view for showing multiple reports. Dashboard view and content can be customized for individual User.
 - xi.** User access is appropriately segmented from other clients.

8. RESTRICTIONS

Client shall not or permit any person to engage in the following activities:

- a.** copy or republish the API of CONTRACTZY;
- b.** make the SAAS-based product accessible to any unauthorized third party;

- c. use or access the API Services or SAAS-based product for any purpose which is not agreed upon and mentioned in this SAAS Agreement between the Client and CONTRACTZY;
 - d. create derivative versions of the API Services or product provided by CONTRACTZY to the Client;
 - e. Extract, derive or attempt to extract or derive source code of the API CONTRACTZY to the Client;
 - f. Use the API Services to create a related API or software;
- CONTRACTZY shall own all right, title and interest in and to the API, Software, services, SAAS, Documentation, and other products provided under this SAAS Agreement to the Client, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein.

9. INTELLECTUAL PROPERTY RIGHTS

- a. **SAAS services-** Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, CONTRACTZY owns all Intellectual Property Rights to and into the website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons and hyperlinks.
- b. The Client shall acknowledge and agree that it shall not use, reproduce or distribute any content from the software belonging to CONTRACTZY without obtaining authorization from CONTRACTZY.
- c. The Logo of the Client may only be used by CONTRACTZY for marketing and other promotional activities. No Logo may be used in any way that mis-characterizes the relationship between CONTRACTZY and the Client.
- d. Notwithstanding the foregoing, it shall be expressly clarified that the Client shall solely be responsible for any content that the Client provides or uploads when using any service, including any text, data, information, or any other material which the Client may upload, transmit or store when making use of various services provided by CONTRACTZY.
- e. CONTRACTZY further reserves its right to terminate the account of the user who infringes the copyrights or other Intellectual Property Rights of CONTRACTZY or others, CONTRACTZY may in its discretion, terminate or deny access to and use of the site. In the case of such termination, CONTRACTZY will have no obligation to provide a refund of any amounts previously paid to CONTRACTZY.
- f. **Refund Policy–** CONTRACTZY is not obligated to refund any payments for non-usage of the subscription services within the subscription term or termination of the contract by the Client unless at its discretion

- g. The Ownership of the User content** - Any content uploaded whether in form of text, images, signs etc by the User or the Client shall be owned by the user of the content. No rights, interest, proprietary claims shall be raised by CONTRACTZY regards the same.

10. COPYRIGHT

All information, services, source code, API etc. displayed, transmitted, utilized with regards to the website is the property of the website. Any articles, information on blogs, FAQ's, indexes, videos, or any other information given to aid the Client on CONTRACTZY website is the sole property of the website. The content present and which can be utilized and accessible should be used exclusively for the purposes outlined in this SAAS Agreement and upon execution of this SAAS Agreement. The Client is not allowed to reuse, republish, convert, transfer, send, transmit, modify the content provided or accessed by them in any manner or provide for the use of any third party in any manner.

11. LIMITATIONS OF LIABILITY

Under no circumstances, including negligence, shall CONTRACTZY nor any of its successors, affiliates and assigns be liable for any indirect, incidental, special or consequential damages arising out of or related to the use of the Software, regardless of the nature of the claim, even if such damage was foreseeable or if the Parties had been advised of the possibility of such damages.

12. INDEMNIFICATION

CONTRACTZY shall not be liable for the content or the acts of the Client for which the software is being used by the Client. CONTRACTZY and Client shall each indemnify, defend and hold harmless the other party, and its directors, officers, employees, agents, permitted subcontractors and assignees, subsidiaries, from and against any and all direct and foreseeable losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs arising from Third Party claims resulting from (i) the indemnifying party's failure to perform or negligent performance of its obligations under this Agreement, and/or (ii) the indemmnifying party's violation of any law, statute, ordinance, order, standard of care, rule or regulation (iii) infringement of rights of the other, third-party including intellectual property; (iv) breach of confidentiality obligations.

13. CONFIDENTIAL INFORMATION

"Confidential Information" means includes, consists of any information/data exchanged, disclosed, transferred, by the Parties to each other, directly or indirectly under this Agreement, which shall mean and include the following:

- a.** Information in written, graphical, machine-readable, software, hardware, source code, API, analytics, coding language, algorithms, or other tangible or intangible form, whether or not if it is marked as "confidential" or "proprietary,"

- b. if disclosed orally, written or through any other means irrespective of identified at the time of initial disclosure as confidential and is handed over, exchanged or transferred in any medium, at any time, place or condition.
- c. Any information of any sort whatsoever exchanged, transferred, sent, transmitted under this Agreement.
- d. All the activity of the Client, information, Client Data, User Data, contracts, details etc. entered into the SAAS based product by the Client.

During the term of this SAAS Agreement and even upon termination of the SAAS agreement, the Parties shall treat all Confidential Information as Confidential. The Confidential information shall not be disclosed, exchanged, transmitted, transferred, sent, shown, displayed to any third party except to such employees etc. as may be required for rendering / availing the services hereunder strictly on a need to know basis and provided that such personnel are bound by confidentiality agreements.

14. FORCE MAJEURE

- a. “Force Majeure” shall be any event or occurrence starting after the Effective Date of this SAAS Agreement, whatever the origin, which cannot be foreseen and is beyond the control of, and cannot be circumvented by the Party affected, and which renders the performance of the obligations impossible, including but not limited to acts of god, acts of governmental policy/authority, fires, floods, earthquakes or other natural disasters, explosions, general strikes, riots, war (declared and undeclared), rebellion and sabotage.
- b. The Party affected by a Force Majeure event shall not be liable to the other Party for its delay in the performance of, or non-performance, of its obligations or any part thereof under the terms of this SAAS Agreement.

The Party affected by a Force Majeure event shall give notice of the Force Majeure event to the other Party on an immediate basis.

15. GOVERNING LAW

The SAAS Agreement shall be governed by the laws of India. The courts of law in the city of Mumbai shall have exclusive jurisdiction over any disputes arising under this SAAS Agreement.

16. TERMINATION

The Parties to the contract shall terminate the contract if there occurs any breach to the terms agreed upon by both Parties under this SAAS Agreement and the same is not cured within Thirty (30) days.

The Client may at its discretion terminate this Agreement:

- a. in the event the downtime is not cured within the specified timelines in more than one instance in a quarter

- b. if the system bugs / complaints of the Client are not resolved within the resolution time as stated by CONTRACTZY but which should not exceed 72 hours in more than one instance one or any single instance where the same remains uncured/ unresolved for more than seven working days.

(Service Level)

- c. If the SAAS based product becomes non-compliant as per applicable laws.
- d. If ALCPL ceases to provide or support the SAAS based product.

Either party may terminate this SAAS Agreement immediately upon the occurrence of the following events in relation to the other party:

- a. The party becomes or is declared as insolvent
- b. Party has resolved to wind up its activities or their functions
- c. Party has ceased to exist.
- d. Party commits any fraud, breach of contract, deceit.
- e. Party commits a breach of the Non-compete and Non-Disclosure clause of this SAAS Agreement.

If the Client desires to terminate this SAAS Agreement voluntarily and discontinue the services of CONTRACTZY, they are required to issue a notice of not less than Thirty (30) days before the desired termination of this SAAS Agreement.

A Client opting for the Monthly based service pack is required to make the payment for the subsequent month within 7 days of the receipt of invoice from CONTRACTZY, failing which shall suspend the services of the Client until payment of the amount.

Upon termination of this SAAS Agreement, the Client shall clear all the pending dues of CONTRACTZY within a period of 15 days.

Upon termination of this SAAS Agreement, CONTRACTZY shall retain all the acquired data of the Client up to a period of Fifteen (15) days. Post Fifteen (15) days, the data shall be destroyed to protect the interest of the Client. If the Client comes onboard again, then all required data will be created again by the Client.

17. SEVERABILITY

If any term or condition of this SAAS Agreement shall be held invalid in any respect by any court or governmental agency of competent jurisdiction and all appeals have been exhausted, the Parties shall use commercially reasonable efforts to agree on either; (a) an amendment which would restore the validity of the term or condition or (b) a comparable, valid term or condition. If no such agreement can be reached, the other valid provisions of this SAAS Agreement are severable and remain in effect.

18. RELATIONSHIP BETWEEN PARTIES

This SAAS Agreement is on a principal-to-principal basis and does not create and shall not be deemed any employer-employee or agent-principal relationship between CONTRACTZY and the Client and/or its employees.

19. MODIFICATION

Any modification of this SAAS Agreement or additional obligation assumed by either party in connection with this SAAS Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

20. AMENDMENT AND WAIVER

Any provision of this SAAS Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by both the Parties, and in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

21. NOTICES

All notices required or permitted hereunder shall be given in writing and (a) personally delivered to the other party, (b) sent by certified mail (c) sent by receipted delivery service, or (d) sent by facsimile with copy to the other party at the following details as specified at the signature page. Communications not received as described above are not considered to be communicated.

22. NON-COMPETE AND NON-SOLICITATION

- a.** Any act or attempt to prejudice and injurious the goodwill and business of the brand by the Parties shall, attract termination of SAAS Agreement and legal action by the other. The Parties shall not engage in any activity or attempt to divert the business or customer away from the other party or oppose the permissions, licenses, permits, concessions, discounts and benefits granted to the business of the other.
- b.** The Parties shall not indulge, expressly or indirectly, in any Client or business related to a business close to that of the other party or in dispute with the business, proposed business or business interests of the other, whether as an employee or owner.
- c.** Neither Party shall participate, directly or indirectly, in any business or activity that involves business similar to that of the other Party or compete with the business of the other Party during the Term of this Agreement and a period of Five (5) years following the expiration or termination of this Agreement, nor endeavour to solicit customers or induce other Party's employees or independent contractors, service providers to leave their

employment or engagement with the other Party to accept employment or engagement with themselves or anybody under their instructions.

- d.** The Parties agree not to create any sort of competition directly or indirectly by itself or through somebody else, by engaging in or attempt the activities including but not limited to the following –
 - i.** The Parties agree not to engage in business, services or sale of products similar to the business, services or products as that of the other party
 - ii.** The Parties agree not to be a partner, affiliate, service provider to business/operations/products, similar to the business or products as that of the other party.
 - iii.** The Parties agree not to engage or employ any of the employees, affiliates, partners, service providers of the party
 - iv.** The Parties agree not to solicit and divert, induce the customer /clients, the business of the other.
 - v.** Survival – The present clause of non-compete and non-solicitation shall survive during the term of this SAAS Agreement and for one (1) year after the termination of this SAAS Agreement

23. DISPUTE RESOLUTION

- a.** Negotiation: The Parties agree to first negotiate any disputes or claims between them in good faith and resolve the disputes amicably for Thirty (30) days from the rising of any dispute.
- b.** Arbitration: In the event that mediation fails, any controversy or claim arising out of or relating to this SAAS Agreement or breach of any duties hereunder shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act of India, 1996 with the seat of arbitration in (Place), India. All hearings will be held in (Place), India and shall be conducted in English. The Parties shall each appoint an arbitrator who shall then appoint a sole arbitrator to preside over the arbitration proceedings.

IN WITNESS WHEREOF, the Client has hereunto set his hand, and CONTRACTZY has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

ATTORT LEGAL CONSULTANCY PVT. LTD.

Represented by: GAUTAMI RAIKAR

Designation: CEO/ DIRECTOR

Email: gautami.raiker@contractzy.com

FINCARE SMALL FINANCE BANK

Represented by: KEYUR DOSHI

Designation: CHIEF FINANCIAL OFFICER

Email:

ANNEXURE A

SCOPE OF WORK AND TERMS OF PAYMENT

Plan Type: Basic Plan

Duration: Annual

*SCOPE OF WORK

Product	Annual Subscription Price
Contract Lifecycle Management Solution to manage contracts on a single platform. - Up to 10 Users - Unlimited contract transactions per annum - E-signature - 20 Contract Templates Configuration - Clause library - E-stamping - MS word integration - Collaboration & Negotiation -Renewal reminders	5,00,000/- (Anually + GST)

***TERMS OF PAYMENT**

TERMS AND CONDITIONS		
1. Payment terms - 100% advance along with the Firm PO		
2. Taxes at existing GoI rate of 18% is over and above the quoted amount		
3. Additional activities like below are charged per transaction at actuals for the period availed		
3.1	Aadhaar E-sign	₹ 25
3.2	DSC	₹ 15
3.3	Virtual Sign	₹ 15
3.4	Stamp Paper Convenience Fee	₹ 50
3.5	Stamp Duty	At actuals
3.6	Shipment of Stamp	At actuals
3.7	Document scanning for legacy contract upload (scanning facility is optional)	At actuals
3.8	Paralegal for data extraction	At actuals

1. The Subscription Fee for the entire year, i.e. (Amount) shall be payable in advance upon the Execution of this Agreement.

2. Subject to the usage of the e-signing, the undisputed amount of the Transaction fees shall be payable by the Client to CONTRACTZY subject to CONTRACTZY raising a GST compliant invoice along with the proofs of such usage.
3. In the event of any addition / reduction in the number of User Accounts, the Subscription Fee will be adjusted on a pro-rata basis from the amounts payable under this Agreement.
4. The Client shall not be liable to pay any other amounts than the amounts mentioned herein.

***ADDITIONAL**

Implementation Fee Inclusion	Implementation Fee Exclusion
Application Configuration	Additional Training, Customization to Modules, Integration: Rs. 15000/- per Working Day
5 Remote Training Sessions	On site visits charged at actuals

SUPPORT AMC	
Included in the Annual Fee	Excluded from the Annual Fee
Support over phone	New Paid Features
Tickets and Email	Adds-on

Data Extraction	₹4000 per 1000 pages (OCR)
Key Data Extraction	₹6000 per 1000 pages (Training of Data)

***OTHER TERMS**

1. All incidental expenses during implementation if any, including DA, Travel, Lodging, Boarding, Local Conveyance, etc., are billable to the Client's account as per our Travel Policy.
2. All costs and offers are subject to change.
3. The given cost is for a single server installation/account.
4. The cost of implementation, set-up, training, configuration, etc. is only indicative at this stage and will be revised at a later stage to accurately depict the services and efforts included.

*** END OF ANNEXURE A ***