

End User License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND KRUTRIM SI DESIGNS PRIVATE LIMITED (REFERRED AS 'COMPANY') THAT GOVERNS CUSTOMER'S ACCESS AND USE OF COMPANY SERVICES. BY ACCESSING AND/OR USING THE SERVICES, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY SERVICES SOLD SEPARATELY WHICH SHALL BE SUBJECT TO THE TERMS OF THE THIRD-PARTY PROVIDER.

1. Definitions

- 1.1. "Affiliate" means with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.
- 1.2. "Agreement" means the End User Agreement and any other documents incorporated by reference, including an Order.
- 1.3. "Company" means Krutrim SI Designs Private Limited, or its Affiliate, that delivers the Service pursuant to an Order.
- 1.4. "Confidential Information" means any information disclosed by either party, whether or not marked, including, without limitation, the provisions of the Agreement, the Services, Materials, individual contact information provided by either party, or related performance test results derived by Customer but shall not include such information identified in clause 6.2.
- 1.5. "Customer" means the legal entity or individual that uses the Services from the Company.
- 1.6. "Customer Content" means (i) any data uploaded to a Cloud Service for storage or data in Customer's computing environment to which Company is provided access in order to perform Cloud Services or (ii) disclosed by Customer to Company for the purpose of receiving Maintenance. Customer Content may be confidential in nature and is subject to the standard of care set forth in Section 7.
- 1.7. "Documentation" means material provided with the Services, as updated by Company from time to time, describing how to make use of that Service.
- 1.8. "Education Services" means training services performed or delivered by Company.
- 1.9. "Error" means a material failure of the Software, Cloud Services to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Company.
- 1.10. "Extraordinary Corporate Event" means a corporate transaction which results in Customer divesting business operations and related assets to another or new entity, or acquiring, being acquired by, merged, or otherwise combined with another entity or into another entity's legal or corporate structure (including an acquisition of all or substantially all of the assets of another entity) which, prior to the corporate transaction, was not part of the Customer or its legal or corporate structure.
- 1.11. "Fees" means all fees and/or payments stated in an Purchase Order applicable to the Services.

- 1.12. "Maintenance" means Company's provision of technical support services and Updates, which are provided pursuant to the Terms associated with the Services purchased in an Order.
- 1.13. "Materials" means any tangible or intangible information, design, specification, instruction, projectware or data (and any modifications, adaptations, derivative works or enhancements) provided by Company during the performance of Consulting Services which incorporates, reinforces or is used to apply Company's configuration or implementation methodologies, processes and know-how to Customer's use of the Software, excluding Customer Content.
- 1.14. "Order" means a document or combination of documents memorializing Customer's purchase of Services (including an order form, quote, Purchase Order, statement of work, on-line order, or other form of an ordering document) submitted by Customer to (i) Company, (ii) a Company authorized reseller, and/or (iii) through Company Service websites.
- 1.15. "Services" means Cloud Services, Education Services, Krutrim products, Krutrim Services inclusive of the Software development kit (SDK).
- 1.16. "Purchase Order" means a document issued by Customer to Company confirming Customer's contractual commitment to purchase the Services that corresponds with and specifically references Company's order document or quote number.
- 1.17. "Subscription" means the non-cancellable license to use the Software or Cloud Service stated in an Order and identified as Subscription, that includes the right to receive Maintenance during the Term.
- 1.18. "Updates" means any corrections, bug fixes, features or functions added to the Software or Cloud Services if and when made generally available by Company under Maintenance.

2. Service terms

- 2.1. **Cloud Services** - Unless otherwise stated in the Agreement, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license to access and use the Number of Units of Cloud Services during the Term solely for internal business.
- 2.2. **Education Services and Courseware** - Unless otherwise stated in the Agreement, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license to use the Number of Units of Education Services and/or Courseware as stated in an Order in accordance with the Terms and Conditions solely for internal business purposes.
- 2.3. **Restrictions on Licensed Rights -**
- a. You will not:
 - i. modify, disassemble, decompile, or reverse engineer any part of the Services;
 - ii. copy (except for backup purposes and with all labeling and copyright notices intact) or otherwise reproduce the Services, in whole or in part;
 - iii. modify, adapt, alter, translate, or incorporate into or with other software or create a derivative work of any part of the Services, except as expressly permitted herein;
 - iv. remove, modify, or otherwise tamper with notices or legends on the Services or any labeling on any physical media;
 - v. use the Services in any manner to provide service bureau, time sharing, or other computer services to third parties;
 - vi. distribute the Services (other than the incorporation of distributable elements of the Services in Your Developed Programs in accordance with the terms of this Agreement);

- vii. disclose the results of any performance benchmarks or similar testing of the Services to any third party without Krutrim's prior written consent;
 - viii. publish the Services for others to copy; or
 - ix. use the Services to develop applications for other platforms or to develop another Services.
- b. In addition, You will not:
- i. use Krutrim's trademarks to market Your Developed Program without written permission of Krutrim;
 - ii. use Krutrim's trademarks in a way that suggests Your Developed Programs come from or are endorsed by Krutrim;
 - iii. use the Services to create, develop, or use any program, software, or service which (1) takes away the functionality of Krutrim products or other Krutrim software; (2) exposes and/or discloses header file information; (3) contains any viruses, Trojan horses, worms, logic bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (4) when used in the manner in which it is intended, violates any applicable law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, false advertising, or data privacy); or (5) interferes with the operability of other Krutrim or third-party programs or software; or
 - iv. modify, distribute, or convey the Services so that the Services becomes subject to any license which requires, as a condition of license, use, modification, distribution, or conveyance, that (1) the code be disclosed or distributed in source code form; (2) others have the right to modify or create derivative works of it; and/or (3) it becomes redistributable at no charge.
- c. You will:
- i. distribute the object code under the terms and conditions of an end user license agreement which requires that end-users not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Services, Krutrim file formats, Krutrim protocols, and/or any part thereof; and which requires end-users to indemnify, defend, and hold harmless Krutrim from any claims, including attorneys' fees, related to the distribution or use of Your Developed Programs;
 - ii. include on each copy You distribute all applicable copyright and trademark notices;
 - iii. be solely responsible to Your customers for any update or support obligation or other liability which may arise from such distribution;
 - iv. not make any statements that Your Developed Program is "certified," or that its performance is guaranteed, by Krutrim;
 - v. remain at all times responsible and liable for the misuse of the Services by Your employees and consultants.

2.4. **Terms and Conditions-** Terms and Conditions are defined and stated in the <https://chat.olakrutrim.com/terms-and-conditions>. These terms and conditions are binding on each Customer.

3. **Orders and Delivery**

- 3.1. **Orders** - Customer shall order Services by issuing an Order to Company. All Orders, including renewals, are subject to acceptance by Company at its discretion.
- 3.2. **Delivery** - Company shall deliver the Cloud Services and Courseware electronically upon Customer's submission of a Purchase Order to Company. Customer's acceptance of a Service is deemed to occur on Company's initial delivery of the Service to Customer.

4. **Financial Terms**

- 4.1 **Payment Terms** - The fees for access to and use of the Services ("Fees") are based on usage and, are charged at the rates set forth on the Company's Pricing webpage. The Company reserves the right to change the Fees or its pricing model at any time during the term. Unless otherwise expressly specified, the Fees are calculated at

the end of each month based on Customer's usage of the Services.

- 4.2 Taxes** - Fees are exclusive of all applicable transactional taxes on Services and Services (including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties) imposed by any government entity or collecting agency based on the Services ("Taxes"). Customer shall (i) pay Company such applicable Taxes (excluding Company's income taxes) listed on the relevant invoice or (ii) withhold all applicable taxes according to the local rules, both of which may be in addition to Fees due.

5. Intellectual Property

- 5.1. Company Proprietary Rights** - The Company and its Affiliates own, or have license rights to, all intellectual property rights in Cloud Services, Materials, Software Development Kit (SDK) Documentation, and all derivatives thereof (collectively "Protected Materials") and Company trademarks ("Company Marks"), which are protected by applicable patent, copyright, trademark and trade secret laws. Customer must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials. Except as expressly stated in the Agreement, Customer receives no other rights to use any of Company's Protected Materials or Company Marks. Except for the limited license use rights expressly granted in the Agreement, Customer has no right, title or interest in or to the Protected Materials, Services, or Company Marks or any intellectual property rights related thereto. In no event may Customer alter or delete any proprietary notices on Protected Materials.
- 5.2. Customer Proprietary Rights** - The Customer Content and Personal Data is and remains the property of Customer; except for a limited, non-exclusive, worldwide license to Company to provide any services or otherwise fulfill its obligations under this Agreement.

6. Confidentiality

- 6.1. Non-Disclosure** - Neither party shall disclose Confidential Information to any third party (other than an Affiliate or to an Authorized Reseller) without the disclosing party's prior consent. Confidential Information may only be disclosed to recipients that need to know such information, and on the condition that the recipient is subject to a written agreement to protect information with terms as protective as this Agreement. Confidential Information remains the sole property of the disclosing party; except for rights explicitly granted in the Agreement, the receiving party does not acquire any rights to such Confidential Information.
- 6.2. Exclusions** - The duty to protect Confidential Information does not apply to information that is shown to be: (i) available to the public other than by a breach of a confidentiality obligation; (ii) rightfully received from a third party not in breach of a confidentiality obligation; (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); (v) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.
- 6.3. Remedies** - Except as prohibited by local law, each party shall indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from a breach of this Section. Money damages may not be a sufficient remedy for a breach of confidentiality. If either party breaches the confidentiality obligations, the non-breaching party may seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief is in addition to all other rights and remedies available at law or in equity.

7. Term and Termination

7.1 The term of this Agreement commences on the earlier of your clicking of the "I ACCEPT" button, and when you first access the Services and shall continue for so long as you access the Services. If the Company becomes aware of any possible violations by Customer of this Agreement, the Company may, in its discretion, immediately terminate or suspend Customer's access to the Services. The Customer can discontinue using the Services at any time. Upon termination, Customer shall immediately cease all use of the Services, and delete or destroy all copies of any other Materials in the possession or control of Customer.

7.2 Survival - The provisions of Sections 1 (Definitions), 2.3 (Restriction in Use of License), 5 (Intellectual Property), 8 (Warranties and Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11 (Miscellaneous) survive any termination of the Agreement. The provisions of Section 6 (Confidentiality) survive any termination of the Agreement for three (5) years, except for trade secrets which shall remain confidential for so long as they remain trade secrets.

8. Warranties and Disclaimer To the extent permitted by law, the following warranties apply:

8.1 Company's Warranty - The Company warrants to you that during the term of this Agreement the Platform will perform materially in accordance with the functionality described in the Documentation. Your sole and exclusive remedy for a breach of this warranty will be that the Company will use commercially reasonable efforts to modify the applicable Platform to achieve the functionality described in the Documentation. This warranty is void in the event you are in breach of this Agreement. For clarity, this warranty will not apply to any trial or beta services.

8.2 Customer's Warranty - Customer represents and warrants that:

- i. It has procured all applicable consents required to provide the Customer Data to the Company for the performance of the Services.
- ii. The Customer Data will not: (a) infringe or misappropriate any third party's intellectual property rights; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage the Hosted Services, the Platform or Materials; and (d) otherwise violate the rights of a third party (including under all applicable privacy laws);
- iii. It will use the Services, Platform and Materials in accordance with the terms herein and all applicable laws; and
- iv. The Customer shall not upload to the Services any Customer Data that contains any sensitive personal information (such as financial, medical or other sensitive personal information such as government IDs, passport numbers or social security numbers).
- v. The Customer agrees that any use of the Services, Platform or Materials contrary to or in violation of the representations and warranties of Customer in this Section constitutes unauthorized and improper use of the Hosted Services, Platform or Materials, as applicable.

8.3 The Company shall not be responsible for any claimed breach of warranty arising out of (i) modifications to Services made by Customer or any party other than Company, (ii) Customer's failure to use any Updates or other corrected versions of service made available by Company, (iii) Errors caused by customizations, (iv) any use of

Services by Customer that is outside the operating procedures stated in the Documentation.

9. **Indemnification**

- 9.1. To the fullest extent permitted by law, you agree to indemnify and otherwise hold harmless Krutrim, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Software or any other matter relating to the Software.
- 9.2. **Remedies** - If Customer's use of any of the Services is, or in Company's opinion is likely to be, enjoined as a result of an Infringement Claim, Company shall, at its sole option and expense, either (i) procure for Customer the right to continue to use the Services as contemplated in an Order, or (ii) replace or modify the Services to make their use non-infringing without degradation in performance or a material reduction in functionality. If options (i) and (ii) are not reasonably available, Company may, in its sole discretion and upon written notice to Customer, terminate the Agreement and refund to Customer any prepaid, but unused, Fees on the Services.
- 9.3. **Exclusions** - Company assumes no liability, and shall have no liability, for (i) any damages based on Customer's access to and/or use of the Services that occurs after Company provides Customer with notice to cease using a Service due to an Infringement Claim; (ii) an Infringement Claim based on any modification of the Services by Customer or at its direction; (iii) an Infringement Claim based on Customer's combination of the Services with third party programs, services, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Company or involving any marking or branding applied at Customer's request.
10. **Limitation of Liability** EXCEPT FOR (a) A BREACH BY CUSTOMER OF SECTION 2, (b) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS, (c) TO THE EXTENT PERMITTED BY APPLICABLE LAW (THE "EXCLUDED MATTERS"), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST OF PROFITS; and (v) UNAVAILABILITY (EXCLUDING CREDITS DUE FOR ANY SERVICE LEVEL AGREEMENT OBLIGATION) OR NON-PERFORMANCE OF ANY OR ALL OF THE SERVICES, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED MATTERS, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF, SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAYABLE FOR THE APPLICABLE SERVICE(S) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER ANY ORDER.

11. **Miscellaneous**

- a. **Assignment** - Customer may not assign or otherwise transfer this Agreement or any of its rights or obligations, in whole or in part, and any unauthorized assignment or transfer shall be void. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- b. **Notices** - You may give notice to Company at the following address: 8th Floor, Wing C, Prestige RMZ Startech Block C, Industrial Layout, Hosur Road, Koramangala, Bengaluru, Bengaluru Urban, Karnataka, 560095 **Attn:** Ravi Jain.

- c. **Choice of Law** - This Agreement shall be governed by laws of India, without regard to the choice of conflicts of law provisions of any jurisdiction. Customer submits to the exclusive jurisdiction and venue of the courts located in Bengaluru for any disputes arising out of or related to this Agreement.
- d. **Severability** - If any term of this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- e. **Waiver**- An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.
- f. **Independent Contractor** - Neither this Agreement nor the cooperation of the parties contemplated under this Agreement shall be deemed or construed to create any partnership, joint venture or agency relationship between the parties. Except as otherwise expressly permitted in this Agreement, neither party is, nor will either party hold itself out to be, vested with any power or right to bind the other party contractually or act on behalf of the other party as a broker, agent or otherwise
- g. **Force Majeure** - Any delay in the performance of any duties or obligations of either party (except for the obligation to pay Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, war, fire, earthquake, typhoon, flood, natural disasters, governmental action, pandemic/epidemic, cloud-service provider outages any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.
- h. **Entire Agreement** - This Agreement constitutes the entire understanding of the parties with respect to the transactions and matters contemplated hereby and supersedes all previous communications, representations, agreements and understanding relating to the Hosted Services, the Platform, and the Materials. No representations, inducements, promises or agreements, whether oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect.