

Taxilla Introduction:

- Taxilla is a Reg-Tech platform offering integration, transformation, validation, and computation rules management.
- enInvoice by Taxilla offers end-to-end automation for multi-source input to multi-country compliant eInvoice.
- 100+ existing customers in Saudi Arabia
- 15+ partners in Saudi Arabia
- 1000+ global customers for invoicing.
- Taxilla is a technology provider for one of the big four.

Customer Details:

[I]	Customer Details	Remarks
1	Name of legal Companies	Nogodi Co.
2	No. of legal companies under group	1
3	Total No. of VAT ID's (per company or group company registration)	1
4	No. of tax invoices (B2B+B2C) per entity per year	60,000 (Mostly B2C invoices)
6	No. of source systems	1
6	Method of usage (Manual data entry/Manual upload/S-FTP/REST-API)	REST-API/Manual Upload/S-FTP
7	Input File Format (XLSX/CSV/JSON/XML)	XLSX/CSV/JSON/XML
8	Output File Format (XLSX/CSV/JSON/XML/PDF)	PDF A3 with embedded XML / XLSX / XML
9	No. of custom output invoice formats required (Simplified Tax Invoice/Tax Invoice/Electronic Note/Credit Note/Debit Note)	3 (Tax invoice, Credit & Debit note)

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Pricing Format:**Implementation Fee:**

Implementation Fee	Fee (SAR)
Onboarding & Setup Assistance; Custom input data transformation; Training, Sandbox testing & Go-Live activities; Included one input customization; Included three output invoice PDF customization;	6,000
Per additional invoice PDF customization price would be	1,440

Annual Subscription Fee:

Annual Subscription Fee	Fee (SAR)
Annual subscription fees for 60,000 invoices per annum	36,000

Total Fee:

Implementation Fee: SAR 6,000

Annual Subscription Fee: SAR 36,000

Terms:

- Pricing mentioned is net amount to Taxilla.
- One Time Setup Fee 100% along with purchase order.
- Annual subscription fee, quarterly before each quarter. Renewal, one month before each year.
- Oracle, Jeddah data center would be used for data storage as per ZATCA requirement. This is in line with local laws of KSA.
- Customers who have utilized our phase 1 services will be covered under phase 2 when it becomes applicable to them.

Scope of work:**1. eInvoice Generation:**

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- Generate e-invoices, and e-notes to include all the data fields required, as per ZATCA eInvoice schema data dictionary and compliant with UBL 2.1 schema.
- Support for generating e-invoices in the following formats
 - XML
 - PDF
 - PDF/A-3 format (with embedded XML)
 - Other formats such as HTML, JSON can be supported as a customizing feature and is not standard
- Validation of invoice fields and computation of tax amounts per base UBL2.1 specification and KSA/ZATCA mandated business rules and applicability.
- QR Code: Required for simplified e-Invoice and Standard e-Invoice with below additional fields specification and KSA/ZATCA mandated business rules and applicability
 - The Seller's name o Seller's VAT Registration number
 - Time stamp of the invoice (date and time)
 - Invoice total o VAT total
 - Hash of invoice
 - Cryptographic stamp
 - Public Key
- Tax determination is based on the tax intent/motive captured in the input provided for each invoice.
- QR code which is a type of matrix barcode, with a pattern of black and white squares that is machine readable by a QR code scanner, or a camera on a smart device, in order to enable basic validation of e-invoices and e-notes.
- Customized Invoice is provided as per customer's current VAT invoice format with company logo, formats.
- API Integration with ZATCA for on boarding Taxpayer.
- API integration with ZATCA for Invoice reporting or clearance.
- Taxilla supports UI in the Arabic language.
- Ability to apply cryptographic stamp on the invoices.
- Pre validation of the data before sending it for processing and converting to ZATCA format.
- Ensuring all ZATCA requirements are met before sending invoice data to ZATCA for clearance/reporting.
- Generation of
 - Hash of invoice
 - Hash chain
 - UUID
 - Invoice counter value

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2. eInvoicing Security, Storage and Archival

- An invoice counter that cannot be altered.
- A hash will be generated by the platform for each eInvoice and hash chain is maintained to link current invoice to previous invoice.
- Generated invoices will be tamper-proof and a log file for any tampering activity that might occur by the user or any third party is provided on request.
- Generated invoices in all output formats will be protected from any alteration or unintended deletion and would be saved and archived on the platform.
- Cryptographic digital stamping of eInvoice XML will be provided for simplified tax invoices. For tax invoices it will be provided as part of Phase 2 feature set.
- A direct link with access token will be made available for customers to view, share or embed the link in the source business documents which will be available for up to six months.

3. Integration with customer systems

- Integration with ERP or Accounting software or any legacy systems is available through following communication methods and data formats.
 - SFTP/FTP
 - Restful API &
 - Supported formats are EXCEL, CSV, JSON, XML
- e-Invoices or e-notes can be auto emailed to counter party.
- Option would be provided to export the Invoices or Notes to external archival system through FTP/GET API or manual download options.

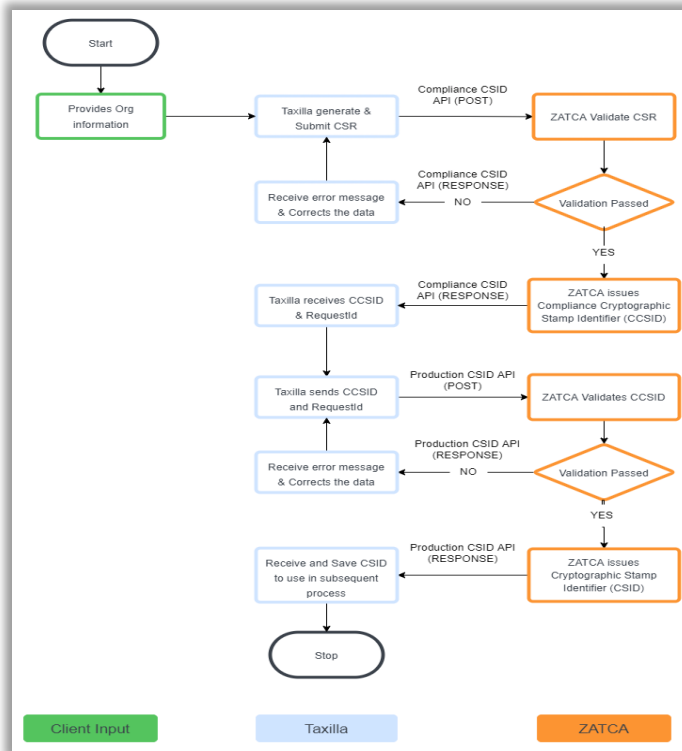
4. Phase 2 workflow.

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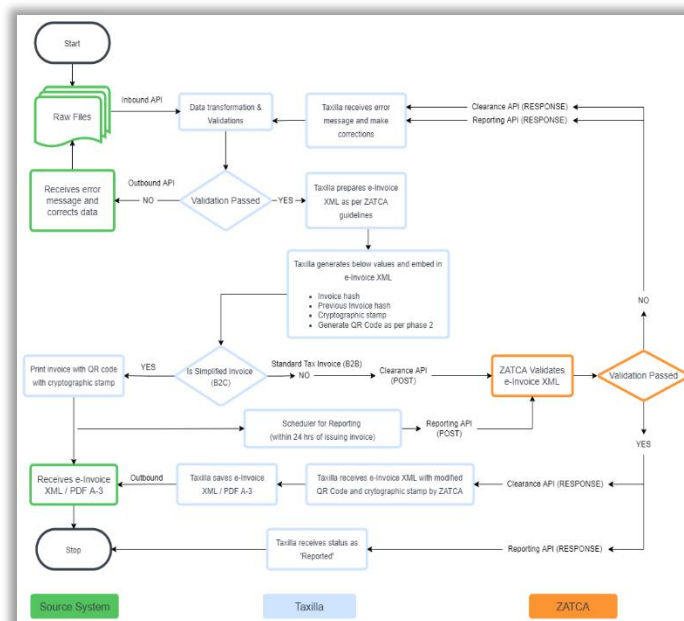
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- Onboarding workflow



- Invoicing workflow.



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5. A few of our reference customers from Saudi are as follows.

- FedEx
- United Motors
- AJEX Logistics
- Kamco Investment
- Saudi Investment
- TIQMO

6. Service Level Agreement (“SLA”)

The Service Availability SLA, the Taxilla enComply support services, the On-Board Services, and the other custom services described herein apply and are available to customers with an active subscription to utilize the Taxilla enComply services, and whose account is current (i.e. not past due), including, with respect to optional services, timely payment of fees therefor. The enComply support services are delivered pursuant to the Taxilla Master Services Agreement which is available at: taxilla.com/msa

Service Availability

a. Coverage and Definitions

The term “Production Cloud” is defined as any production multi-tenant application runtime engine hosted by Taxilla.

The term “UAT Cloud” is defined as any test multi-tenant application runtime engine hosted by Taxilla.

The term “PaaS Environment” is defined as either a test or production multi-tenant environment residing within a Customer’s private network or privately engaged cloud infrastructure with AWS or similar provider, outside of the Taxilla domain.

The term “Service Availability” is defined as the percentage of a particular month (based on 24 hour days for the number of days in the subject month) that “Taxilla Platform” and “Production Cloud” was available for access.

“UAT Cloud” and “PaaS Environment” are excluded from the term “Service Availability”.

“Scheduled Maintenance” does not factor into Service Availability. To ensure the Platform uptime and keep Taxilla Cloud operating optimally, it is necessary to perform regular, routine maintenance (“Scheduled Maintenance”) that, on occasion, may affect Platform availability. Taxilla reserves the right to schedule a Scheduled Maintenance on an as required basis at least once a month with twenty four (24) hours’ notice and in emergency scenarios with twelve (12) notice on as-required basis, for not more than six hours at a time. Although not guaranteed,

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efforts have been put in place for each service to be updated separately to bring down the requirement for downtimes to less than 3 minutes.

b. Service Level

Taxilla's goal is to achieve 99.9% Service Availability.

Subject to 1c and 1d, if in any month the Service Availability is less than 99.9%, Taxilla shall provide, as the sole and exclusive remedy, a credit to Customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service change for the affected service:

Service Availability Credit Percentage

< 99.9%	10%
< 99.00%	15%
< 97.00%	20%
< 95.00%	35%
< 90.00%	50%

c. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with: circumstances beyond Taxilla's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA; scheduled maintenance, upgrades and emergency maintenance; any DNS or Domain Registry issues outside the direct control of Taxilla including DNS and Registry propagation issues and expiration; Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, wilful misconduct, or use of the customer's account in breach of Taxilla's Master Services Agreement; Acts or omissions of other customers (or acts or omissions of others engaged or authorized by other customers) sharing the affected server(s) with customer, including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, willful misconduct, or use of the other customers' account in breach of Taxilla's Master Services Agreement; outages elsewhere on the Internet that hinder access to your account. Taxilla is not responsible for browser, DNS, or other caching that may make your account appear inaccessible when others can still access it. Taxilla will guarantee only those areas of the Internet considered under the control of Taxilla: Taxilla servers' links to the Internet, Taxilla's routers, and Taxilla's servers themselves.

d. Credit Request

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In order to receive a credit, Customer must make a request for credit by filing a support ticket through Taxilla's Customer Support Centre. Each request in connection with this SLA must include the dates and times of the unavailability, a description of the perceived problem, and must be received by Taxilla within ten (10) business days after the unavailability. If the unavailability is confirmed by Taxilla, credits will be applied within 30 days of Taxilla's receipt of customer's credit request. The total amount credited to Customer in a particular month under this SLA shall not exceed the total monthly recurring fee paid by the Customer for said month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by Taxilla and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability.

SLA Support Plan:

Taxilla's Support Services are aimed to have continuous availability for all high priority issues and customer success.

	Standard support is included free with the App subscription fee.	Priority support plan is available for customers with annual subscription value of at least \$30,000. Priority support is charged at 20% of total annual subscription price.	Premium support plan is available for customers with annual subscription of at least \$50,000. The cost of Premium support plan is 25% of the total annual subscription price.
Response Time	Severity 1: 1 hour, 24/7 Severity 2-4: 2 business days	Severity 1: 1 hour, 24/7 Severity 2-4: 8 business hours	Severity 1: 1 hour, 24/7 Severity 2-4: 4 hours, 24/7
Business Hours	8 am to 8 pm	24/5: from Sun 5pm to Fri 8pm	24/7
Phone Support	Only for Severity-1 (Production is down).	Yes	Yes
Email Support	Yes	Yes	Yes
Chat Support	Only for Severity-1 (Production is down).	Yes	Yes
Ticketing System	12 tickets per year	Unlimited	Unlimited

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7. As on date, Taxilla has eInvoicing solution in India, KSA, Kenya, Zambia, Poland, Romania, and Serbia.

Terms & Reference Points:

1. VAT is extra as applicable and if withholding tax (WHT) charge applicable will be charged extra.
2. Overages: 100% against invoice.
3. SaaS-Platform availability 24 x 7, except during planned & informed down time for periodic maintenance & version / patch upgrades.
4. Includes Standard Support Services;
 - a. Details of ticketing tool will be shared for technical queries and support;
 - b. Escalation Matrix will be provided at the time of Project Kick-Off;
 - c. Includes Phone call, screen sharing & e-Mail support;
 - d. Includes sharing of the important ZATCA notifications & upgrade/release information;
5. In future, if there is a change in the Source-ERP and/or change in the integration method, service would be billable additionally.
6. Above pricing does not include data extraction from Source-ERP.
7. Additional services are billable additionally.
8. Required FTP / S-FTP Folders and handling of Post-Get API Calls should be taken care by the customer.

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