**YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO ONE OR MORE OF THE FOLLOWING FOR YOU: (1) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE INSTALLATION OF THE PROGRAM, OR (2) ACCESSING OR USING THE PROGRAM, (3) EXECUTING AN ORDER THAT INCORPORATES THIS AGREEMENT, OR (4) SIGNING A COPY OF THIS AGREEMENT.**

## 1. Definitions and Interpretation

1.1. Definitions

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where "**control**" is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues.

**"Agreement"** means these terms and conditions, the Data Processing Addendum, your Order(s) and any other documentation or terms and conditions referred to within any of them.

**"API"** means an application programming interface.

**"App"** means application software designed to run on a mobile device.

**"Commencement Date"** means either the date we accept your Order, the date you do anything which indicates your acceptance of this Agreement or the date you access and use the Service for the first time, whichever date is earlier.

**"Customer Data"** means the data, information or material provided, inputted, processed or submitted by you (or by Users on your behalf) into the Service.

**"Customer Support"** means assistance that we (or your Reseller) may provide or make available to you as more particularly set out in the Documentation.

**"Documentation"** means the online or written user guides, specifications and manuals regarding the Service made available by us, and any updates thereto, but excluding marketing materials and sales publications.

**"Force Majeure Event"** means an act of God (e.g. a natural disaster, accident or epidemic) or another event outside of a party's reasonable control (e.g. acts of war, terrorism, government or regulatory authority or by another third party outside the party's control).

**"Initial Subscription Term"** means the initial term of this Agreement, as more particularly set out in your Order.

**"Intellectual Property Rights"** means rights recognized by any jurisdiction with respect to intellectual work product including, without limitation, patent rights (including priority rights), design rights, copyrights (including moral rights), trade secret rights, trademarks, service marks, know-how and domain name rights.

**"Maintenance"** means updates, upgrades, enhanced and new functionality, patches and fixes for the Service that we (or your Reseller) may provide or make available to you as more particularly set out in the Documentation.

**"Order"** means the ordering document evidencing your subscription to the Service.

**"Privacy Notice"** means our Privacy Notice posted on **www.aasaan.co** (or such other URL as notified to you) as amended from time to time.

**"Reseller"** means an independent third party authorized or certified by us to act as a partner or distributor of the Service.

**"Restricted Territories"** means (i) Cuba, Sudan, Iran, North Korea, Syria and the territory of Crimea / Sevastopol, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, the U.S, United Nations or elsewhere.

"**ATPL**" means Aasaan Tech Private Limited, Mumbai, India or an Affiliate thereof.

**"ATPL Data**" means the information on the Order, data about the configuration and use of the Service, Usage Data, the Documentation, and other information provided to you via login in the Services or otherwise by ATPL in the course of performance under this Agreement, other than Customer Data.

**"Service"** means the Pocket Construction Manager solution including related Maintenance and Customer Support that you procure from ATPL (or your Reseller) as more particularly described in the Documentation, but excluding any Third-Party Service.

**"Subscription Fees"** means the subscription fees payable by you to us (or your Reseller) for the Service, as more particularly set out in your Order.

**"Subscription Term"** means the term of this Agreement, being the Initial Subscription Term together with any Renewal Terms.

**"Third-Party Provider"** means the provider of a Third-party Service.

**"Third-Party Service(s)"** means any product(s) (e.g. Apps, software, or forms), tool(s) (e.g. integration or development tools) or service(s) (e.g. cloud services, hosting, implementation, configuration, development or accounting) provided by a party other than ATPL or our subcontractors.

**"Usage Data"** has the meaning set out in the Data Processing Addendum.

**"Users"** means those individuals who are authorized by you to access and use the Service. Users may include your employees, consultants, contractors or agents.

**"User Subscriptions"** means the number of user subscriptions purchased by you which entitle Users to access and use the Service, as more particularly set out in your Order.

**"we" "us" or "our"** means Aasaan Tech Private Limited.

**"you" or "your"** means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the person represents that they have the authority to bind such entity and its Affiliates to the terms of this Agreement; and (ii) "**you**" and "**your**" and "**Customer**" refers to such entity and its Affiliates (to the extent that Users who are employed or who are otherwise engaged as consultants, contractors or agents by Affiliates access and use the Service).

Other capitalized terms shall have the respective meanings given to them elsewhere in this Agreement.

**1.2** Interpretation. In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) "**including**" and "**includes**" and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry; (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; and (f) a reference to writing or written includes email but not faxes.

**2. Usage Rights.**

2.1. Access to the Service. Subject to the rights and limitations set out in this Agreement and your payment of all Subscription Fees when due, we grant you a limited, nonexclusive, non-sublicensable, non-transferable (except as expressly permitted herein) right to permit Users to access and use the Service during the Subscription Term: (i) solely for your internal business purposes; and (ii) for the scope of use set out in your Order and the Documentation. You shall not permit any unauthorized access to or use of the Service and shall notify us immediately in the event that you become aware of any unauthorized access or use.

2.2. Affiliate use. You may either: (i) process the data of an Affiliate (for the purposes of creating group or non consolidated reports); or (ii) permit Users who are employed or who are otherwise engaged as consultants, contractors or agents by an Affiliate to access and use the Service on your behalf only if you: (a) have paid the relevant Subscription Fees for such Users, and such Users form part of the User Subscriptions you have purchased from us; (b) maintain an accurate list of the relevant Affiliates and provide us with a copy of such list, upon request; and (c) promptly notify us of any change to the list of Affiliates specified in section 2.2(ii) above.

2.3. Limitations. Except with our prior written consent, you shall not access or use all or any part of the Service if you provide, or intend to provide, any service or functionality which competes with the Service, or for any other benchmarking or competitive purposes. Any breach of this section 2.3, by you, shall amount to a material breach of this Agreement.

2.4. Compatibility. You are solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems (or those provided by a Third-Party Provider) to the Service, and for all problems, conditions, delays, delivery failures, costs and all other loss or damage arising from or relating to your (or any Third-Party Provider's) network connections, telecommunications links or caused by the internet.

2.5. Amazon Web Services Cloud Platform. The Service is hosted on Amazon Web Services Cloud platform, an internet-scale cloud computing and services platform hosted in Amazon Web Services data centers. Your use of the Service is also subject to the AWS terms, conditions and policies as stated on their website; https://aws.amazon.com/legal/?nc1=f_cc

2.6. User subscriptions. You undertake that: (i) the maximum number of Users that you permit to access and use the Service shall not exceed the number of User Subscriptions that you have purchased from us; and (ii) Users shall keep confidential any user IDs and passwords relating to their use of the Service.

2.7. Changing your subscription. You may during the Subscription Term request changes to your subscription, which may include changes to User Subscriptions or changes to the modules you subscribe to. If you request additional User Subscriptions or modules then you shall pay to us, on a prorated basis for the remainder of the Initial Subscription Term or the then current Renewal Term, the relevant fees (based on our then current price list) for such additional User Subscriptions or modules. If you request a reduction in the number of User Subscriptions or the modules you subscribe to at any stage during the Subscription Term, then you may only do so with effect from

the commencement of your next Renewal Term, at which point the Subscription Fees payable for your next Renewal Term will be calculated (as per our then current price list) taking into account the changes to your subscription. You shall pay any adjusted Subscription Fees in accordance with the provisions of section 5.3.

2.8.    Your obligations. You shall: (i) provide us with all necessary cooperation in relation to this Agreement, and all necessary access to such information as we may require in order to provide the Service; (ii) carry out all of your obligations under this Agreement in a timely and efficient manner, failing which we may adjust any agreed timetable or delivery schedule as reasonably necessary; (iii) ensure that the Users use the Service only in accordance with the Documentation and the terms of this Agreement, and be responsible for any User's breach of this Agreement; (iv) obtain and maintain all necessary licenses, consents and permissions necessary to allow us (or our employees, consultants, subcontractors or agents) to perform our respective obligations under this Agreement; (v) ensure that your network and systems comply with any requirements as notified to you from time to time; (vi) comply with all notices, policies and instructions relating to the Service which we (or your Reseller) provide to you, from time to time; (vii) be solely responsible for the accuracy, quality, reliability, integrity and legality of the Customer Data and for obtaining the necessary consents and permissions to allow you to input the Customer Data into the Service.

2.9.    Restrictions. You shall not: (i) license, rent, sell, resell, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make the Service available to any third party other than your Users, or include the Service as part of a facility management, timesharing or service bureau arrangement except as expressly authorized in the Agreement; (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer, copy, modify or make derivative works based upon the Service;
(iii) remove any proprietary notices or labels from the Service or the Documentation;; (iv) use the Service, including through a Third-Party Service, for any purpose other than those for which it was designed and specifically not use it: (a) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations; (b) to provide us with fraudulent information; (c) to send or store material which violates the rights of a third party; (d) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) to interfere with or disrupt the integrity or performance of the Service or other data contained therein or threaten to do the same; (f) to make or attempt to make a local non-cache copy or any part of the Service; or (g) for any other illegal or unlawful purposes, and we reserve the right, without liability or prejudice to our other rights under this Agreement, to immediately disable your access to any aspect of the Service or the entire Service and / or the Third-Party Service in the event that you breach the provisions of this section 2.9. In the event that we restrict or suspend your access to the Service, the parties agree to work together in

good faith to resolve the issues causing the restriction or suspension to the Service. You shall not facilitate or aid a third party in any of the activities described in this section 2.9.

2.10.    API. If the Service offers integration capabilities via an API, your use of the API may be subject to additional costs, ATPL specific policies, and terms and conditions (which shall prevail in relation to your use of the API). You may not access or use the API in any way that could cause damage to us or the Service, or in contravention of any applicable laws. We reserve the right in our sole discretion, to: (i) update any API from time to time; (ii) place limitations around your use of any API; and (iii) deny you access to any API in the event of misuse by you or to otherwise protect our legitimate interests.

**3.    Availability and Support**

3.1.    Availability and Service Levels. We will use commercially reasonable endeavors to ensure the Service meets the then current service level standards as specified in the Documentation, except for: (i) planned Maintenance (of which we shall give reasonable notice); (ii) any unavailability that is necessary to protect you, ATPL or our subcontractors (wherever practicable we will give you prior notice of such unavailability); (iii) any unavailability caused by a Force Majeure Event; or (iv) where we suspend your access to the Service in accordance with the terms of this Agreement.

3.2.    Service Credits. If we fail to provide the Service in accordance with the current service level standards specified in the Documentation, then you shall be entitled to service credits as more particularly set out in the Documentation. The provision of a service credit shall be your sole and exclusive remedy in relation to our failure to meet service level standards.

3.3.    Customer Support and Maintenance. We will use reasonable endeavors to provide Customer Support and Maintenance in accordance with the then current service level standards as specified in the Documentation. We will not be required to provide Customer Support or Maintenance where any errors arise from: (i) your failure to fulfill or comply with your obligations under this Agreement; or (ii) any other circumstance where it is stated in the Documentation that such Customer Support and Maintenance will not be provided. If we offer enhanced Customer Support and/or Maintenance, then you may purchase these services separately in accordance with our then current price list.

3.4.    The Service may contain auto update technology, a feature used to provide Maintenance. This feature cannot be disabled. This feature will: (i) connect to our (or our subcontractors) systems over the internet; (ii) use internet protocols to determine whether Maintenance is required; and (iii) automatically download and install, or prompt you to download and install, current Maintenance. By accessing and using the Service, you consent to the automatic downloading and installing of Maintenance in this manner.

3.5. <u>Professional Services.</u> We may also provide you with other services, such as consulting, training or development services. Any such services or requirements are outside the scope of this Agreement and shall only be provided by us subject to the terms of a separate written agreement between the parties.

### 4. Third-Party Services

4.1. <u>No Endorsement of Warranty.</u> ATPL does not endorse, and does not make any representation, warranty or promise regarding any Third-Party Service or Third-Party Provider and shall have no liability whatsoever for any damage, liabilities or losses caused by any Third-Party Service or Third-Party Provider, regardless of whether it is described as "authorized," "certified", "recommended" or the like and regardless of whether the Third-Party Service is included in your Order. Your use of the Third-Party Services is subject to the terms and conditions imposed by the Third-Party Providers in addition to any terms relating to the same under this Agreement. If you do not accept or agree to the terms and conditions imposed by the Third-Party Providers, then your access and use of the Service may be affected. You are solely responsible for evaluating Third-Party Providers, and for reviewing all applicable terms and conditions and policies of any such Third-Party Providers. ATPL has no obligation to provide any support for Third-Party Services and does not guarantee the initial or continuing interoperability of the Service with any Third-Party Services. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with the Service features on reasonable terms, ATPL may cease providing those Service features without any further responsibility or liability to you.

4.2. <u>Data Sharing</u>. If you obtain a Third-Party Service that requires access to or the transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third- Party Provider's own privacy notices and policies, and you authorize us to provide the Customer Data as requested by the Third-Party Service. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.

### 5. Fees and Payment

5.1. In consideration of the provision of the Service you shall pay to us the Subscription Fees. We will invoice you on or around the Commencement Date for the Subscription Fees payable in respect of the Initial Subscription Term and, subject to section 9.1, at least thirty (30) days prior to each anniversary of the Commencement Date for the Subscription Fees payable in respect of the next Renewal Term. If during your Subscription Term you purchase additional User Subscriptions or modules, then we will invoice you separately for the relevant fees in accordance with the provisions of section 2.7. You agree to accept receipt of invoices electronically. You shall pay all invoices within thirty (30) days of the date of the invoice. All amounts and fees stated or referred to under this Agreement: (i) shall be payable in pounds sterling; and (ii) are, except as set out in this Agreement, non-cancellable and non-refundable. We shall be entitled to increase the Subscription Fees at the start of each Renewal Term upon giving you reasonable prior written notice.

5.2. <u>Billing and Contact information</u>. You shall on the Commencement Date provide us with valid, up to date, complete and accurate billing and contact information (including a valid email address) and shall promptly notify us of any change to this information.

5.3. <u>Taxes</u>: All Subscription Fees are exclusive of applicable taxes (including value added tax), levies, or duties imposed by taxing authorities, and you are responsible for the payment of all such taxes, levies or duties in addition to the Subscription Fees, excluding taxes on our net income.

5.4. <u>Suspension for non-payment.</u> If any Subscription Fees or any other fees owing by you under this Agreement (or any other amount which is owing by you under any other agreement for ATPL services) are thirty (30) or more days overdue, we may, without limiting our other rights and remedies under this Agreement or any other agreement (i) accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable; and/or (ii) immediately suspend your access to the Service until such amounts are paid in full.

### 6. Verification of Use

6.1. We (or our designated auditors) shall have the right to audit your use of the Service to verify your compliance with any usage limits and this Agreement. We will conduct any such audit at our expense and will use reasonable endeavors to provide you with reasonable prior notice of any such audit. If any such audit reveals that you have underpaid Subscription Fees or owe any other fees to us in connection with the Service then, without prejudice to any other rights that we may have under this Agreement, we will invoice you for the underpayment or amount due based on our then current price list for the Service. You shall pay any such invoice within ten (10) days of the date of the invoice.

### 7. Proprietary Rights

7.1. <u>ATPL Intellectual Property Rights.</u> Subject to the limited rights expressly granted under this Agreement, ATPL (and our licensors, where applicable) reserve all rights, title and interest in and to the Service (including any configurations, customizations, modifications, enhancements, updates and revisions thereof), ATPL Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly set out in this Agreement are reserved by us. The ATPL name, logo and the product names associated with this Service are trademarks of ATPL or third parties and no right or license is granted to use them.

7.2. <u>Ownership of Customer Data</u>. Customer Data is owned by you, and you grant ATPL and our subcontractors a worldwide, royalty-free, non-exclusive license to host and use any Customer Data provided

through your use of the Service to the extent necessary to provide the Service, and otherwise use in accordance with this Agreement.

7.3. Feedback. You may, but are not required to, provide ATPL or its subcontractors with ideas, suggestions, requests, recommendations or feedback about the Service. If you do so, you grant ATPL a non-exclusive, royalty free, worldwide, perpetual, irrevocable license to use, exploit, reproduce, incorporate, distribute, disclose, and sublicense any feedback for any purpose.

## 8. Confidentiality

8.1. Definition of Confidential Information. Subject to section 8.2, "**Confidential Information**" means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms of this Agreement, business and marketing plans, pricing and payment information, technology and technical information, product designs, and business processes. The Service and ATPL Data are our Confidential Information.

8.2. Exceptions. Confidential Information excludes: (i) information that was known to the Receiving Party without a confidentiality restriction prior to its disclosure by the Disclosing Party; (ii) information that was or becomes publicly known through no wrongful act of the Receiving Party; (iii) information that was rightfully received from a third party authorized to make such disclosure without restriction; (iv) information that has been independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information; and (v) information that was authorized for release (in writing) by the Disclosing Party.

8.3. Confidentiality Obligations. The Receiving Party will use the same degree of care as it uses for its own confidential information of like nature, but no less than commercially reasonable care, to protect the Disclosing Party's Confidential Information from any use or disclosure not permitted by this Agreement or authorized by the Disclosing Party. The Receiving Party may disclose the Disclosing
Party's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information in order to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those in the Agreement.

8.4. Disclosure required by Law. The Receiving Party may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Receiving Party provides advance notice thereof (to the extent practicable) and reasonable assistance, at the Disclosing Party's cost, to enable the Disclosing Party to seek a protective order or otherwise prevent or limit such disclosure.

8.5. Injunctive Relief. A breach of this section 8 may cause irreparable damage, which money cannot satisfactorily remedy, and therefore, in addition to any other available remedies the Disclosing Party may seek injunctive relief for any threatened or actual breach of this section 8 without the need to prove damages or post a bond or other surety.

## 9. Term

9.1. This Agreement shall commence on the Commencement Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve (12) months (unless a different period is agreed in writing between the parties) (each a "**Renewal Term**"), unless: (i) either party gives the other party notice of non-renewal at least sixty (60) days before the end of the Initial Subscription Term or any Renewal Term, in which case the Agreement shall terminate upon expiry of the applicable Initial Subscription Term or Renewal Term; or (ii) otherwise terminated in accordance with the provisions of this Agreement. If you fail to give us notice of non-renewal within the timescales specified in this section 9.1, then you shall remain liable for the Subscription Fees for the remainder of the following Renewal Term.

## 10. Termination

10.1. Termination for Cause. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if remediable) fails to remedy that breach within thirty (30) days of being notified in writing to do so; (ii) to the extent permitted by applicable law, the other party becomes the subject of a petition in bankruptcy or other proceedings relating to insolvency or makes an assignment for the benefit of creditors; (iii) if the other party suspends or ceases, or threatens to suspend or cease, to trade.

10.2. Termination for Non-Payment. We may terminate this Agreement with immediate effect by giving written notice to you if you fail to pay any amount due under this Agreement on the due date for payment and remain in default not less than thirty (30) business days after being notified in writing to make such payment.

10.3. Effect of Termination. On expiration or termination of this Agreement for any reason: (i) all applicable User Subscriptions and other rights granted to you shall immediately terminate; (ii) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before termination shall not be affected or prejudiced; and
(iii) each party shall, at the request of the other party, destroy all materials that may contain the other party's Confidential
Information and/or (to the extent legally and technically practicable) erase the other party's Confidential

Information from all computer and communication devices used by it. Notwithstanding the foregoing, each party may retain the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

10.4.    Survival. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including section 1 (Definitions and Interpretation), section 5 (Fees and Payment), section 7 (Proprietary Rights), section 8 (Confidentiality), section 10 (Termination, section 12 (Indemnification), section 13 (Liability), section 15 (Customer Data), section 16 (General Provisions) and the Data Processing Addendum.

10.5.    Access to Customer Data. You may export Customer Data at any time during the Subscription Term. We will not delete Customer Data from the Service for up to thirty (30) days after termination or expiration of the Agreement and may assist you with exporting Customer Data during such period in accordance with our then current price list. After that thirty (30) day period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you.

## 11. Warranties

11.1.    Authority. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

11.2.    Warranty. We warrant that the Service will perform materially in accordance with the Documentation. The warranty in this section 11.2 shall only apply provided you use the Service in accordance with our operating instructions (including any instructions set out in the Documentation) and provided that the Service has not been modified or altered by anyone other than us, or our duly authorized consultants, subcontractors or agents acting under our explicit instruction.

11.3.    Remedies. If you notify us in writing that the Service does not conform with the warranty in section 11.2, we will use reasonable endeavors to correct any such non-conformance promptly. You will provide us with all the information that may be necessary to assist us in resolving the non-conformance, including a documented example of any defect or fault, or sufficient information to enable us to re-create the defect or fault. You will take reasonable steps to mitigate any loss, damage or liability you may incur as a result of such non-conformance. Subject to your right to terminate the Service in accordance with the provisions of this Agreement, this section 11.3 constitutes your sole and exclusive remedy for any breach of the warranty set out in section 11.2.

11.4.    DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WE DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES, CONDITIONS OR GUARANTEES (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT; OR (IV) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES WITH THE SERVICE THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY.

## 12. Indemnification

12.1.    Indemnification. Subject to section 12.3, we shall indemnify and hold you and your Affiliates harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with a claim alleging that the Service infringes the Intellectual Property Rights of a third party. In no event shall we, our employees, consultants, agents and subcontractors be liable to you to the extent that the alleged infringement is based on: (i) a modification of the Service by anyone other than us; (ii) your use of the Service in a manner contrary to the instructions given to you by us, including such instructions given in any Documentation; (iii) your use of the Service in combination with any Third-Party Service, if the alleged infringement relates to such combination or (iv) your use of the Service after notice of the alleged or actual infringement from us or any appropriate authority. If the Service infringes, or we reasonably believe it may infringe, third party rights, we may, at our own expense and sole discretion: (i) procure the right for you to continue use of such Service; (ii) modify such Service so that it becomes non-infringing; or (iii) if (i) or (ii) are not feasible, terminate the Agreement and refund you a pro-rata refund of any prepaid fees covering the remainder of the term after the effective date of termination.

12.2.    Indemnification by you. Subject to section 12.3, you shall indemnify and hold ATPL and our officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that your collection, retention or use of the Customer Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim alleging that your use of the Service in breach of this Agreement infringes the rights of, or has caused harm to, a third party.

12.3. <u>Indemnification Procedure</u>. In the event of a potential indemnity obligation under this section 12, the indemnified party shall: (i) give the indemnifying party prompt written notice of the claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability and such settlement does not affect our business or Service); and (iii) provide to the indemnifying party all reasonable assistance, at the indemnifying party's expense.

12.4. <u>Exclusive Remedy</u>. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in the section.

### 13. Limitation of Liability

13.1. EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR YOUR OBLIGATIONS TO PAY SUBSCRIPTION FEES UNDER THIS AGREEMENT AND FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO US IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.2. <u>Scope.</u> The exclusions and limitations set out in this section 13 apply to all causes of action whether arising from any breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss. No party may circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing claims on behalf of its Affiliates.

13.3. <u>Unlimited Liability.</u> Nothing in this Agreement shall be construed so as to limit or exclude any liability which cannot be legally limited, including but not limited to liability for: (i) death or personal injury caused by a party's own negligence; or (ii) a party's fraud or fraudulent misrepresentation.

13.4. <u>Claims against ATPL.</u> You agree that you shall only be entitled to bring a claim, whether in contract, tort (including negligence), breach of statutory duty or otherwise against us in respect of any issues related to the Service and not against any other ATPL company.

### 14. Customer Data and Data Privacy

14.1. We will process all Customer Data, including your personal data (as defined in the Data Processing Addendum), pursuant to the Data Processing Addendum.

14.2. <u>Access to Customer Data</u>. You agree that we may, for the purposes of providing Maintenance and Customer Support and/or for the purpose of otherwise protecting the integrity of the Service, access and/or download your Customer Data on a limited basis.

### 15. General provisions

15.1. <u>Compliance with Laws</u>. You shall: (i) comply with all applicable laws and/or regulations in connection with your use of the Service and this Agreement, including but not limited to applicable laws relating to anti-bribery, anti corruption and tax evasion ("**Relevant Requirements**"); (ii) not engage in any conduct which could constitute an offense under the Relevant Requirements; (iii) not do, or omit to do, any act that may lead to us being in breach of the Relevant Requirements; and (iv) have and maintain in place during the Subscription Term your own policies and procedures to ensure compliance with the Relevant Requirements.

15.2. <u>Sanctions.</u> You hereby confirm that: (i) you shall, at all times during the Subscription Term, conduct your business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU; (ii) neither you nor any of your Affiliates is named on any "denied persons list" (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor are you or any of your Affiliates owned or controlled by a politically exposed person; and (iii) you have and shall maintain throughout the Subscription Term appropriate procedures and controls to ensure and be able to demonstrate your compliance with this section 15.2. You shall not permit Users to access and/or use the Service in violation of any export restrictions in any jurisdiction or any sanctions law or regulation or in any Restricted Territories. Such access and/or use is not permitted by us and shall constitute a material breach of this Agreement, and where we are aware of or suspect you (or any of your Users) to be accessing, using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, we may immediately suspend your use of the Service to the extent that we consider necessary without prior notice, and we shall promptly notify you of such suspension and investigate any potential breach. You will promptly notify us if either you or any of your Affiliates has violated, or if a third party has a reasonable basis for alleging that you or any of your Affiliates has violated, this section 15.2. In the event that we have grounds to suspect that you are accessing and/or using the Service in violation of this section 15.2, you shall provide us with your full cooperation and assistance in respect of your access and/or use of the Service and

in respect of your compliance with this section 15.2. You shall indemnify (and keep indemnified) ATPL and our officers, directors, employees, attorneys and agents against any claims, costs, damages,losses, liabilities and expenses (including attorney's fees and costs) arising out of or in connection with your (or your Users) breach of this section 15.2.

15.3. <u>Assignment and other dealings</u>. You may not assign, transfer, novate, charge, subcontract or deal in any other manner with any of your rights or obligations under this Agreement, whether in whole or in part, directly or indirectly, by operation of law, merger, acquisition or otherwise without our prior written consent. We may assign this Agreement in its entirety without your consent to any Affiliate or in connection with a merger, acquisition, corporate reorganization or sale of substantially all of our assets.

15.4. <u>Third Party Rights</u>. Except as expressly set out in this Agreement, a person who is not party to this Agreement will have no rights to enforce any terms of this Agreement.

15.5. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties regarding the use of the Service and supersedes all prior or contemporaneous agreements, negotiations and discussions (whether written or oral) between the parties regarding the subject matter herein. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing shall limit or exclude either party's liability for fraud.

15.6. <u>Severability</u>. If any provision or part-provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable then such provision(s) shall be deleted, or shall be construed, as far as possible, to reflect the original intentions of the invalid, illegal or unenforceable provision(s) with all other provisions in this Agreement remaining in full force and effect.

15.7. <u>No Partnership or Agency</u>. Each party is an independent contractor and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. We are entering into this Agreement as principal and not as an agent for any other ATPL company. Subject to any permitted assignment under section 15.3, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

15.8. <u>Waiver</u>. No failure or delay by either party to exercise or enforce any of its rights under this Agreement will act as a waiver or continuing waiver of such rights. Such rights may only be waived in writing, signed by both parties.

15.9. <u>Force Majeure</u>. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent that fulfillment or performance of any terms or provisions of the Agreement are delayed or prevented by a Force Majeure Event.

15.10. <u>Order of Precedence</u>. In the event of any conflict or inconsistency between the following documents, the order of precedence shall be: (i) these terms and conditions; (ii) the Data Processing Addendum; (iii) your Order; and (iv) the Documentation.

15.11. <u>Variations.</u> From time to time, we may amend the terms of this Agreement at our sole discretion. We will notify you of any material changes by promptly sending an email or posting a notice in the Service. By continuing to access or use Service after we have provided you with such notice of a change, you are indicating that you agree to be bound by the modified terms. If the changes have a material adverse impact on and are not acceptable to you, then you must notify us within thirty (30) days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then current Subscription Term. Any Renewal Term will be governed by our then current terms.

15.12. <u>Publicity</u>. ATPL may display your name and logo(s) on our website or issue a press release identifying you as ATPL customer. If at any time you do not want ATPL to use your name or logo(s) in the ways described above, please let us know by sending an email to care@aasaan.co or by contacting your usual ATPL representative. ATPL will remove any reference to your name and logo(s) as soon as reasonably possible, however, you acknowledge that it may take a short while to process your request and that some former publications of your name and logo(s) may still be publicly available. For more information about how ATPL uses information about you please refer to our Privacy Notice.

15.13. <u>Governing law and jurisdiction</u>. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India. Each party irrevocably agrees that the courts of Mumbai, India shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

15.14. <u>Notices</u>. Except as otherwise specified in this Agreement, any formal notice required to be given under this Agreement will be in writing and will be sent by pre-paid mail or recorded delivery or by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by:(i) pre-paid mail, forty-eight (48) hours after posting; or (ii) recorded delivery on the next business day; or (iii) email at 09:00. a.m. on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct).

15.15. <u>Dispute Resolution</u>. If a dispute arises out of or in

connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this section 15.15: (i) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the account managers of both parties shall attempt in good faith to resolve the Dispute; (ii) if the account managers are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to senior managers of both parties who shall attempt in good faith to resolve it; (iii) if the senior managers of both parties are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, then either party may pursue alternative dispute resolution remedies.

15.16. <u>Purchasing through a Reseller</u>. The following supplemental terms apply if you purchase a subscription to the Service through a Reseller: If you place an order for the Service with a Reseller (i) such document shall constitute an Order; and (ii) your acceptance of such Order shall be an acceptance of this Agreement provided that any transactions solely between you and the Reseller shall not form part of this Agreement. First line technical support for the Service will be provided by the Reseller, unless otherwise expressly stated in your Order or your agreement with the Reseller. Any non- payment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement. If you grant a Reseller access to your Customer Data or to your Service account, such access shall constitute consent to the disclosure of your Customer Data to the Reseller pursuant to section 4.2, and you will be responsible for terminating such access. If you have purchased the Service from a Reseller you should investigate and satisfy yourself regarding the experience, skills and qualifications of that Reseller. Any Reseller is an independent contractor and is neither appointed nor authorized by us as our consultant, subcontractor or agent. We do not endorse, and do not make any representation, warranty or promise regarding any Reseller and shall have no liability whatsoever for any damage, liabilities or losses caused by any Reseller