MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("**Agreement**", which expression shall include all annexures, to this Agreement, by whatever name they may be called) is executed as on the date mentioned in the relevant Order Form, at Bangalore, by and between:

Desk Nine Private Limited, a private limited company incorporated under the Companies Act, 2013 and having its principal place of business at No. 24, 9th Cross Road, Malleshwaram, Bangalore – 560003, Karnataka, India represented by its Authorized Representative, Mr **Abhishek Saseendran**, Chief Executive Officer, (hereinafter referred to as the "**Service Provider**", which expression shall unless repugnant to the subject or context thereof mean and include its successors and assigns);

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AND

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The Client, as defined in the relevant Order Form.

The Service Provider and the Client shall be individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

A.   The Service Provider is in the business of providing technology and software solutions. The Service Provider has developed an artificial intelligence powered Software product named '**SignDesk**'' which it intends to make available to the Client and its Authorized Users (*defined below*) as a Service (*defined below)*.

B.   The Client has reviewed the functionalities of the Product (*defined below*) and being satisfied regarding its utility, desires to avail the Service from the Service Provider for its internal business usage.

C.   The Client seeks to obtain a licence for the Product in accordance with the terms and conditions of this Agreement.

 IT IS HEREBY AGREED:

1.   DEFINITIONS:

All terms and expressions when used with capitalized first letter shall have the meaning ascribed to them as hereunder. All other terms when used with capitalized first letter but not defined below shall, unless repugnant to the context thereof, have the meaning ascribed to such terms elsewhere under this Agreement:

1.1. "**APIs**" means application program interface.

1.2. "**Authorized User**" means an employee, representative, consultant, or any other person on behalf of the Client who validly accesses the Product, pursuant to authorization granted by the Client in accordance with this Agreement.

1.3. "**Applicable Law(s)**" shall mean in respect of a Party, any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, by-law, permits, licences, approvals, consents, authorizations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy, or administration having the force of law of any of the foregoing, by any regulatory authority, whether in effect as of the Effective Date or at any time after, applicable to such Party.

1.4. "**Confidential Information**" shall mean and include all business, employee, customer, and all technical and non-technical information or data, in any form either tangible or intangible, of one Party ("**Disclosing Party**") which is disclosed to or otherwise comes into possession of the other Party ("**Receiving Party**"), including this Agreement, materials, products, technology, software, specifications, manuals, trade secrets, know-how, proprietary information, designs, schematics, techniques, plans, or any other information relating to any project, work in process, future development, sales, suppliers, customers, employees, investors, or affiliates, whether or not marked as 'confidential' or the like, and any other information that would reasonably be considered as confidential or proprietary having regard to the nature of the information and the circumstances of its disclosure. For clarity, the Product and any information relating to the Product or any of its constituents shall be treated as the Service Provider's Confidential Information.

1.5. "**Fees**" shall have the meaning ascribed to in Clause 5

1.6. "**Intellectual Property Right(s)**" includes designs, database rights, methodologies, software, computer programmes (including any and all source code and object code), technical information, manufacturing, engineering and technical drawings, know-how, rights to inventions, copyright and related rights, moral rights, patents, utility models, trade secrets, industrial models, processes, trademarks and service marks, business names and domain names, derivative works, goodwill and the right to sue for passing off or unfair competition, rights to use and protect the confidentiality of Confidential Information, image rights, rights in personality and similar rights, and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.7. "**Service**" means the implementation of the Product on the hosted service(s), including any API integration services, in the context of the Product, any service, and any Support Services provided by the Service Provider under this Agreement.

1.8. "**Product**" means (i) 'SignDesk', including all algorithms, formulae, processes and concepts used in developing or incorporated into the Product, developed by or for the Service Provider, and used by the Service Provider in the management, hosting or delivery of the Service to the Client; (ii) any new releases, updates or upgrades made available from time

to time by the Service Provider; and (iii) any complete or partial copies of any of the foregoing, altogether outlined in the **Order Form**.

1.9. "**Support Services**" means the support services in relation to the Product provided by the Service Provider to the Client, as specifically outlined in **Annexure I.**

2. GRANT OF LICENCE:

2.1. Subject to the Client's compliance with the terms of this Agreement, the Service Provider hereby grants to the Client a limited, non-exclusive, worldwide, revocable, non-transferable, and non-sublicensable licence to use the Product for the internal business purpose of the Client during the Term.

2.2. The Client may permit its Authorized Users to access and use the Product and undertakes to ensure that such access and use by the Authorized Users is in compliance with the provisions of this Agreement. The Client shall be solely and entirely responsible for the acts and omissions of any Authorized User, as if they were the acts and omissions of the Client and agrees to indemnify and hold the Service Provider harmless for any such act or omission causing damage or loss to the Service Provider arising from or in connection with this Agreement. The Client shall promptly notify the Service Provider of any unauthorized access or use of the Service and/or Product, as may be discovered by the Client and the Client shall render all required support to the Service Provider in this regard.

2.3. The Service Provider shall have the right under this Agreement to block the Service or block the respective concerned Authorized Users from accessing the Service or Product in cases of: (i) breach of usage of Product, as per terms of this Agreement, by the Authorized Users; or (ii) violation of applicable law by the Authorized Users.

2.4. The Client shall be solely responsible for verifying and ascertaining the suitability of the Product for its use and requirements and acknowledges that the licence to the Product is being granted to the Client on an "as is" basis, without any alterations, customizations, modifications, adaptations whatsoever.

2.5. It is hereby expressly agreed between the Parties that the Service Provider shall not in any manner be responsible and liable for any integration of other technology, software, or solutions used by the Client with the Product including their compatibility with the Product, or the suitability/ use of such integration for its purposes. Further, the Client shall also ensure: (i) adequate functioning of the other technology, hardware, software, solutions used by the Client with the Product, to support the Service; and (ii) the integration of such other technology, software, solutions with the Product.

2.6. The Client undertakes that access credentials issued to / used by the Client to access or utilize the Service shall not be shared or used by any person other than the Client or its Authorized Users.

2.7. The Client agrees that the Service Provider shall have the right to publish any copyright notices on the Product, as required or passed through by the Service Provider on the user interface of the Product.

2.8. When using the Service or the Product, the Client represents and warrants that it shall not, and shall ensure that its Authorized Users do not: (i) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify or derive the source code of any or all parts of the Product; (ii) interfere with or disrupt the Product or prevent, impair, or otherwise adversely affect the operation of the Product or Service, by use of any other computer software, hardware or network, including without limitation by way of any software virus, trojan horse, or any software program or code designed to interrupt, destroy or limit the functionality of any computer resource; (iii) circumvent or disclose the user authentication or security of the Service or any host, network, or account related thereto; (iv) access the Service for the purpose of building a competitive product or service or copying its features or user interface; (v) permit access to the Service by a direct competitor of the Service Provider; (vi) use any robot, spider, or automated device, or manual process to monitor or copy any part of or whole of the Product; (vii) transfer, use, or export the Product in violation of any Applicable Laws or regulations of any government or governmental agency, including but not limited to export control laws and regulations; (viii) remove or alter any copyright, trademark, or proprietary notice contained within the Product; or (ix) rent, lease, distribute, licence, sell, resell, assign, transfer, timeshare, offer in a service bureau, or otherwise make the Product, available to any third-party contrary to the terms stated herein.

3.   DATA AVAILABILITY AND USE:

3.1. The Client shall be responsible for entering or inputting the relevant information into the Product for the purposes as mentioned in the Agreement, and the Client shall be solely responsible for the accuracy, completeness, integrity, authenticity, and all other attributes of information including compliance with applicable laws dealing with data entry, collection, processing, and retention of information in their existing automation systems. The Client shall be responsible for procuring and maintaining the security, availability and reliability of technology systems owned or operated by the Client, to facilitate the use of the Product or Services.

3.2. The Client further acknowledges and agrees that the information provided through the use of the Product is made available for the functionality of the Product by the Client voluntarily and the Client has the relevant power, authority, and consents to make available such information for the purpose of this Agreement.

3.3. The Service Provider shall not be bound by the provisions of any agreement or understanding between the Client and its users or customers. No implied or fiduciary duties or obligations of the Service Provider shall be read into the terms of this Agreement.

3.4. The Service Provider may, during the subsistence of this Agreement and thereafter in perpetuity, process the data received from use of the Service in any manner for analytics, statistics, research, and such other related purposes, in an aggregated form and in compliance with Applicable Laws.

3.5. The Service Provider shall take all reasonable measures to comply with all applicable data protection laws in relation to the any data processed and

the Service Provider shall ensure that the data is collected, stored, utilized, and transmitted in accordance with the provisions of the said data protection laws. The data will be handled by the Service Provider for the purposes of this Agreement only.

4. SERVICE:

4.1. Subject to the Client's compliance with the terms of this Agreement, the Service Provider shall make the Service available to the Client and its Authorized Users to be utilised solely for the Client's own internal business purposes and shall at all times be in compliance with this Agreement. During the Term, the Service Provider shall provide Support Services with reasonable skill and care.

4.2. Either Party may request a change order ("**Customization Request Form**") in the event of actual or anticipated change(s) to the agreed scope of Support Services. Such Customization Request Form shall be in writing and shall be on the terms and conditions mutually accepted between both the Parties. The Service Provider shall inform the Client on the feasibility of such customisations and shall inform Client in case of any impediments or additional commercial implications. The Client shall on its own scrutiny and acceptance instruct the Service Provider to implement such customisations. The Client acknowledges that customisations or flows shall be implemented only upon instructions from the Client and the Client hereby undertakes all the responsibility for any customisations.

4.3. The Service Provider's failure to perform its contractual obligations or responsibilities, to perform the Support Services shall be excused to the extent the Service Provider's non-performance is caused by the Client's omission to act, delay, wrongful action, failure to provide inputs, or failure to perform its obligations under this Agreement.

4.4. The Client shall obtain all required consents from third-parties, including from Authorized Users and provide all necessary co-operation and assistance to the Service Provider as may be notified by the Service Provider from time to time, to enable the Service Provider to provide the Support Services to the Client, including adhering to any regulatory or internal requirement.

4.5. The Service Provider shall make best efforts to ensure that the (i) Service are suitable for the purpose disclosed by the Client; and (ii) Service operates in an accurate, secure, and error-free manner.

4.6. Notwithstanding anything to the contrary:

(a) For the performance of the Service, the Service Provider shall be entitled to rely on the data supplied by Client on an 'as is' basis without any further verification whatsoever.
(b) In the event of data breach, the Service Provider shall inform the Client within 48 hours of such information becoming aware to the Service Provider.

5. PAYMENT TERMS:

The Client shall be liable to pay the Service Provider as per the Order Form ("**Fees**"). The Fees are based on actual use or minimum commitment as mentioned in the Order Form.

5.1. One Time Integration ("**OTI**"): All OTI charges are non-refundable.

5.2. Annual Increment: the Client will pay an annual increment on the Fees as mentioned in the Order Form.

5.3. Payment Disputes: In case the Client finds any discrepancy in the monthly invoice raised, the same shall be intimated to the Service Provider in writing describing, in detail, the exact nature of the discrepancy within 7 business days of receipt of invoice. In case no such dispute is raised within 7 business days, the invoice shall be deemed to be accepted.

5.4. All Fees and other amounts payable by the Client are exclusive of taxes. The Client is responsible for paying taxes (GST, TDS, or other applicable taxes, duties, levies, and charges imposed by any regulatory authority) when due or, if necessary, reimburse the Service Provider for the same.

5.5. The Client agrees that, depending on the Services availed, the Fees payable under this Agreement may change subject to changes in rates by the UIDAI, NSDL, SHCIL, NeSL, stamping service providers, any third-party service providers, or any government or regulatory changes. Any such changes shall be intimated to the Client.

5.6. The Client agrees to reimburse any out-of-pocket expenses incurred by the Service Provider that have been mutually agreed upon by the Parties.

5.7. Late payment: The Client agrees to pay all undisputed invoices within such timeline as specified in the Order From upon receipt of the invoice. If the Client fails or defaults to pay the Fees within the stipulated timelines, the Service Provider may (i) charge applicable late payment interest according to statutory provisions, and (ii) seek appropriate legal remedy under the provisions of applicable law. The Client shall reimburse the Service Provider for any costs incurred by the Service Provider in collecting late payment of amounts or related interests including attorney fees, court costs, and collection agency fees.

5.8. If the Client fails to pay the Fees within a period as mentioned in the Order Form upon receipt of invoice, the Service Provider shall suspend the Service after providing a written notice of 15 (fifteen) days.

5.9. Resolution of payment Dispute; Any discrepancy, as described in the above Clause 5.2 shall be resolved within a period of 15 business days and payments to be made within 10 days of such resolution.

6. CONFIDENTIALITY

6.1. During the Term, each Party may be exposed to Confidential Information relating to the other Party, their clients, and their business partners. Each Party agrees to neither use nor disclose the Confidential Information without the prior written consent of the other Party. Notwithstanding the above, the Parties may disclose Confidential Information to its directors,

officers, employees, contractors, or advisors ("**Representatives**") on a 'need to know' basis to fulfill the Parties' obligations under this Agreement. The Parties shall ensure that such Representatives are bound by confidentiality obligations that are as restrictive as the terms of this Agreement. The Receiving Party shall be held liable for breach of this Clause by any of its Representatives. Each Party shall take precautions to protect the Intellectual Property Rights and Confidential Information of the other Party. Neither Party shall be bound to retain any data as confidential which: (i) becomes part of the public domain other than by a breach of this Agreement; (ii) is lawfully obtained by it from another person without any restriction in respect of use and disclosure; or (iii) was known to it prior to disclosure and was not unlawfully misappropriated. If compelled by law or legal process to disclose Confidential Information of the other Party, each Party shall provide the other Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's expense, if the other Party wishes to contest the disclosure. Confidentiality obligations under this Agreement shall survive for 2 (two) years from expiry or termination of this Agreement. In the event the Confidential Information constitutes trade secrets or any Intellectual Property Rights, the obligations shall subsist indefinitely.

6.2. Upon termination or expiration of this Agreement, the Parties shall return the Confidential Information of the other Party or destroy the same upon request by the Disclosing Party. However, each Party shall have the right to retain any Confidential Information as required under applicable law.

6.3. The Service Provider shall follow all applicable laws, guidelines & regulations, including but not limited to the Information Technology Act, 2000 and all Rules provided thereunder.

7.   INTELLECTUAL PROPERTY

7.1. The Service Provider shall always be the absolute owner of any and all copyrights, trademark rights, patent rights and other Intellectual Property Rights or other rights, title and interest in and related to the Product, and the Service, any improvements, design contributions or derivative works thereto, including the user interface and other 'front-end' elements as well as the software code, algorithms and other 'back-end' elements.

7.2. The Service, and all rights contained therein, shall be the sole property of the Service Provider. Notwithstanding anything in this Clause, all pre-existing rights in tools, software, equipment, documentation, websites, and materials (including, but not limited to the aggregate data collected by the Service Provider) provided by the Service Provider during the course of performance or delivery of the Service shall remain with the Service Provider. Except for the limited licence expressly granted herein, nothing in this Agreement shall operate to assign or transfer any intellectual property rights in the Product or Service from the Service Provider to the Client, under whatsoever circumstances. All rights not expressly granted to the Client in this Agreement are reserved by the Service Provider.

7.3. All data shared by the Client to the Service Provider to avail Service shall be owned by the Client. Any IPR generated in the course of availing services with respect to the usage of such data shall be solely of the Client.

7.4. Either Party shall have the right to use the name, logo, trademark, or trade name of the other Party for promotional material, publicity releases, advertising, marketing, or business generating efforts.

8. REPRESENTATION, WARRANTIES AND DISCLAIMERS:

8.1. Each Party hereby represents and warrants that: (i) It is duly incorporated, validly existing and in good standing under the laws of the relevant jurisdiction; (ii) It has all requisite legal and corporate power to execute and perform this Agreement; (iii) It has no agreement or understanding with any third-party that interferes with or will interfere with its performance of its obligations under this Agreement; and It has obtained and shall maintain during the Term all rights, approvals and consents necessary to perform its obligations under this Agreement; and (v) It has taken all actions required to make this Agreement a legal, valid, and binding obligation, enforceable against such Party.

8.2. The Service Provider hereby represents and warrants that (i) the Service Provider is authorized to provide, the Service to the Client; (ii) to its knowledge, there are no infringements of any intellectual property right of any third-party in providing the Product in connection with the Service in accordance with this Agreement; (iii) the Product is proprietary to the Service Provider; and (iv) the Service shall be performed with skill and diligence as may be customary in the Service Provider's industry.

8.3. The Service Provider warrants that the Service will substantially conform in all material respects that it will provide in accordance with the Order Form. The foregoing warranty shall not apply to the extent: (i) the Service is not being used in accordance with this Agreement; or (ii) any non-conformity caused by third-party software, content or service being accessed through the Service, including other technology, software, solutions used by the Client with the Product; (iii) the information given to the Service Provider is inaccurate or incomplete or outdated; and (iv) the Client does not install recent updates as provided or made available by the Service Provider. Client's sole and exclusive remedy, and the Service Provider's entire liability for breach of the warranty in this Clause, shall be correction of the warranted non-conformity.

8.4. The Client shall provide the Service Provider with prompt written notice of any non-conformity described herein, but in no event later than 5 (five) working days of Client's discovery of such non-conformity. The Client acknowledges that the Product and Service provided by the Service Provider is never wholly free from defects, errors, minor impairments, and bugs and subject to the other provisions of this Agreement, the Service Provider gives no warranty or representation that the Product will be wholly free from defects, errors, minor impairments, and bugs.

8.5. The Client acknowledges that the Product is never entirely free from security vulnerabilities and subject to the other provisions of this Agreement, the Service Provider gives no warranty or representation that the Product will be entirely secure. Except as expressly provided in this Agreement, the Service Provider does not make any representation or warranties, express or implied, statutory, or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a

particular use or purpose or results to be derived from the use of the Service or Product. The Client acknowledges and accepts that the Product or the Service may be unavailable for short periods due to any maintenance or service window, as notified in writing to the Client reasonably in advance, in case of scheduled maintenance.

8.6. The Service Provider disclaims all warranty and liability that the Product or the Service is unavailable for use due to reasons beyond the Service Provider's control, such as mobile data connectivity, internet connectivity or compatibility with the Client's/third-party technology, services or software. The Service Provider makes no representation or warranty in relation to the third-party software, services or materials. The Client agrees the Service Provider shall not be liable in any manner for any losses or damages sustained by the Client which is directly attributable the Client's use of any third-party software or materials. The Client agrees that the Service Provider is merely providing software-based services to the Client and the Service Provider shall not be liable for the Client's independent use of the Services or any act by a third party service provider or government body. The Client agrees that the Service Provider shall not be liable to conduct independent legal scrutiny or legal validity of any documents or information used in the Product and that the Service Provider shall not be liable for execution of any document through the use of the Product or Service which is not eligible for digital execution under applicable law.

8.7. The Client represents and warrants that it and its Authorized Users shall (i) use the Product and Service in accordance with the terms and conditions of this Agreement; (ii) ensure that no individual other than the Authorized Users access the Product or use the Service at any time; (iii) provide all necessary support and assistance to the Service Provider as required to provide the Service under this Agreement.

9. INDEMNITY.

9.1. Client hereby agrees to defend, indemnify, and hold harmless the Service Provider, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from or in relation to: (i) Client's misuse of the Product or Service; or (ii) Client's violation or breach of its representations, warranties, obligations, confidentiality obligations, and covenants under this Agreement or of any applicable laws; (iii) any alleged or actual infringement of Intellectual Property Rights of any third party arising out or in connection with any act or omission of the Authorized Users, the Client, or any other person acting for or on behalf of the Client; and/or (iv) any act of fraud, willful misconduct, negligence, default, failure, or refusal of the Authorized Users, the Client, or its Representatives in connection with this Agreement.

9.2. The Service Provider hereby agrees to defend, indemnify and hold harmless the Client, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) the Service Provider's violation of any third-party intellectual property rights in relation to the Product or Service; (ii) breach of confidentiality obligations and non-compliance with applicable laws by

the Service Provider; (iii) breach of data security and (iv) misuse of data other than the purposes required for pursuance of this agreement.

9.3. **Duty to correct**. Should any Service or Product become the subject of a claim of infringement of a third-party intellectual property right, the Service Provider shall, at its expense and choice: (i) procure for the Client the right to use the Service in question; or (ii) replace or modify the Service to make it non-infringing, provided that substantially the same function is performed by the replacement or modified Service; or (iii) if the right to use cannot be procured or the Service cannot be replaced or modified, the Service Provider shall reimburse the Client for any payments made for such Service, starting from the date of notification or identification of infringement. The Client's sole and exclusive remedy, other than the indemnification obligation of the Service Provider, is as stated herein and to cease use of the Service.

10. LIMITATION OF LIABILITY

10.1. Notwithstanding anything to the contrary, either Party, its Affiliates, and their directors, employees, or representatives shall in no manner be responsible to the other Party or any other party for any loss of profits, loss of savings, or other indirect, special, incidental, or consequential damages arising out of the use or inability to use the Services.

10.2. Notwithstanding anything to the contrary, the either Party shall have no liability for a claim of infringement arising from any third party.

10.3. Notwithstanding anything to the contrary, the maximum aggregate liability of the Service Provider shall be in accordance with the product specific Terms as mentioned in the Order Form.

11. TERM AND TERMINATION

11.1. This Agreement shall be effective from the Effective Date and shall be valid for the period mentioned in the Order Form as ("**Initial Term**"). This Agreement shall renew for additional term as mutually agreed in writing, unless either Party provides a written notice of termination within at least 30 (thirty) days prior to the expiration of the then prevalent Initial Term/Renewed Term. The Initial Term and Renewed Term shall be collectively referred to as "**Term**".

11.2. Termination for convenience: Either Party shall have the right to terminate this Agreement for any reason whatsoever by providing the other Party with a 30 (thirty) day written notice.

11.3. Either Party shall have the right to terminate the Agreement by giving prior written notice of not less than 15 (fifteen) days if the other Party has committed a material breach of the terms and conditions of the Agreement and fails to cure such default within 30 (thirty) days from the written intimation of the material breach.

11.4. Either Party may at its discretion terminate this Agreement if the non-terminating Party be adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against the non-terminating Party seeking relief,

reorganization or arrangement under any laws relating to insolvency, which is not dismissed within 180 (one hundred and eighty) days, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of the non-terminating Party's property or assets, or upon liquidation, dissolution or winding up of the non-terminating Party's business.

11.5. Parties hereby agree and acknowledge that in the event either Party undergoes a change in management, ownership or Control, Parties shall endeavor to assign the rights and obligations under this Agreement to the acquiring entity. However, if either Party is unwilling to continue with the Agreement due to such changes, either Party can terminate the Agreement by giving prior written notice of not less than 30 (thirty) days.

11.6. In the event of termination or expiry of the Agreement: (i) the licence granted to the Client to use the Product shall cease to be in force and Service shall be discontinued; (ii) the Service Provider shall be entitled to use the data only in an anonymized and aggregated manner for improving the Product and the Service; (iii) the Client shall immediately pay all amounts due and payable before or on the date of expiry or termination.

11.7. Notwithstanding anything to the contrary elsewhere contained in the Agreement, the Service Provider may, in its reasonable determination and with prior written notice to the Client, suspend or temporarily deactivate Client's access to the Service or a portion thereof, if and to the extent the Service Provider can substantiate that Client's use has or continued use of the Service may result in harm to the Service (including the security of the systems used to provide the Service), the Service Provider or other clients of the Service Provider.

11.8. The termination of this Agreement and revocation of the licence to use the Product, shall not relieve either Party of its obligations and liabilities under this Agreement accruing up to and including the date of termination.

12. GOVERNING LAW AND DISPUTE RESOLUTION:

12.1. This Agreement is governed by and shall be construed in accordance with the laws of India without regard to any conflict of law principles. Subject to the foregoing, the courts in Bangalore, India shall have exclusive jurisdiction of the matters mentioned herein.

13. MISCELLANEOUS:

13.1. Notices: Any notice, demand or communication required to be given to a Party under this Agreement shall be sent by registered mail, RAPD or recognized courier to the address first set out above. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by post, and after receipt of transmission in the case of service by email.

13.2. Force Majeure: If the whole or any part of the performance of the respective obligations (excepting payment obligations) of the Parties hereunder is prevented or delayed by reasons of natural calamities, war, arson, epidemic, civil disturbance, act of God, network failure or failure of

electronic transmission, destruction of Product on facilities and such other reasons beyond the reasonable control of a person (each a "**Force Majeure Event**"), then to the extent either Party shall be prevented or delayed from performing all or any part of their respective obligations under this Agreement despite due diligence and reasonable efforts to do so, such Party shall be excused from performance hereunder for so long as the Force Majeure Event persists. For the purpose of clarification, financial non-performance of either Party shall not constitute as a Force Majeure event.

13.3. <u>Severability</u>: If the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable, the other provisions of this Agreement shall continue in full force and effect and the Parties undertake to endeavor in good faith to replace the invalid, illegal or unenforceable provision by a valid, legal, and enforceable provision which contains, as nearly as possible, the rights and obligations contained in the provision to be replaced.

13.4. <u>No Waiver or Election</u>: No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver will be effective only if in writing and signed by the Party against whom such waiver or consent is sought to be enforced.

13.5. <u>Assignment</u>: The Client shall not be entitled to assign or transfer this Agreement whether in whole or in part, and any of its rights or obligations under this Agreement to any third person, except with the prior written consent of the Service Provider. Notwithstanding the preceding, the Service Provider may assign or transfer the whole or any part of this Agreement and its respective rights and obligations hereunder to its affiliates or to any person, with prior notice to the Client.

13.6. <u>Amendment</u>: This Agreement shall not be amended, altered, or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

13.7. <u>Entire Agreement:</u> This Agreement including annexures constitutes the complete and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, communications, negotiations, and agreements, written or oral, with respect to the subject matter hereof.

13.8. <u>Survival</u>: All provisions of this Agreement which by their very nature are intended to survive the expiry or early termination of this Agreement, including Clause 6, Clause 7, Clause 8, Clause 9, Clause 11, Clause 12, Clause 13.3, and Clause 13.6 shall survive the expiry or early termination of this Agreement in terms hereof.

13.9. <u>Relationship Between Parties</u>: The relationship between the Parties shall be on a principal-to-principal basis and nothing contained in this Agreement shall create, constitute, or evidence any partnership, agency, joint venture, trust or employer/employee relationship between the Parties and a Party may not make, or allow to be made, any representation that such relationship exists between the Parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE MENTIONED ON THE AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES.

Signed and delivered by the within named:

FOR: Desk Nine Private Limited	**FOR:**
SIGNATURE:	**SIGNATURE:**
NAME: Abhishek Saseendran	**NAME:**
DESIGNATION: Chief Executive Officer	**DESIGNATION:**

Annexure 1

Support Services

The Service Provider shall provide the Service in accordance with the terms and conditions of the Agreement. Pursuant to the Product, the Service Provider shall provide the following support services. For the purpose of clarity, the Service Provider shall also be referred to as "**SignDesk**".

1.   **DOWNTIME:**

In the event of an unscheduled downtime, or any other issue faced by the Client, the Client shall report to the Service Provider of such incident. A ticket shall be raised depending on the severity level. The Service Provider shall resolve the ticket and inform the Client regarding the availability of the Service. If the Service Provider is aware of such unscheduled outages/downtimes, the Service Provider shall inform the Client as soon as practicable.

Downtime is calculated from the earlier of:

(a)   when an interruption or disruption of the Service has been updated by the Service Provider's system; or
(b)   a Trouble Report has been issued by the Client to the Service Provider's Support Portal.

Downtime will end when the incident has been finally resolved.

2.   **INCIDENT REPORTING**

2.1.   **Trouble Reports:**

In case of an Incident, the Client or the Client's Authorized User shall issue a Trouble Report to the SignDesk Helpdesk which, shall include the following information:

(a)   identity and e-mail address of the submitter of the Trouble Report;
(b)   brief description of the Incident and its impact on the performance of the services;
(c)   if possible, a brief description on how the Incident can be reproduced; and
(d)   the Severity Level of the Incident (Critical/Serious/Minor according to the Incident Priority Matrix below), which shall be reasonable;
(e)   any other special information relating to the Incident.

The user can report the incident to the SignDesk support team within 5 business days of the occurrence of the incident.

(a) Before taking any action SignDesk will authenticate the validity of the claim using the required methods.

(b) SignDesk will make all reasonable efforts to provide the best support possible if the claim is proven to be under SignDesk's control.

3. SUPPORT

3.1. Mode of support - Email (email address)

3.2. Availability of support - Monday to Friday, 9:30 AM to 6:30 PM

3.3. Any reports filed after the business hours will be answered and addressed only at the start of the next business day, i.e., 9.30 AM next business day.

4. SEVERITY LEVELS

An Incident shall be classified in accordance with the below Severity Level classifications. Re-classification of a Severity Level can be done through a written agreement between the Parties.

Priority Class	Description
Critical	Portal is down or not functioning or all of the users are not able to access the system.
High	Minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality. Operation of the Product by a user is not adversely affected.
Medium	A minor issue causing an inconvenience. There is no loss of service. The impact does not impede the operation of Product.

All incidents (as indicated above) reported (as indicated above) will be redressed within the following time-frame if opted for Regular service management and support:

5. Service Levels - Incidents

SignDesk shall resolve Incidents, in accordance with the below Service Levels.

Priority	Response Time	Resolution Time

Critical	6 Business hours	12 Business hours
High	12 Business hours	3 Business days
Medium	24 Business hours	7 Business Days

6. SignDesk ESCALATION MATRIX

Level 1

Sl. No	Name	Contact Details
1	Ticketing system	Log into the SignDesk Portal and access the ticketing system
2	Client success support engineers	care@signdesk.com

Level 2

Sl. No	Name	Contact Details
1	Customer success team	080466822607 08046682214 08046682661

Level 3

Sl. No	Name	Contact Details
1	Ganesh A	ganesh.a@signdesk.com

	Customer Success Manager	Phone : 080 804682231
		Mobile : +91 7010351672

Level 4

Sl. No	Name	Contact Details
1	Ajay S Business Head	ajay.s@signdesk.com

7. SUPPORT EXCLUSIONS

SignDesk wouldn't be able to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by:

(a) The Client's acts, omissions, negligence, or willful misconduct, including any unauthorized modifications of the Product or Service or its operating environment;

(b) In case of any failure or defect of the Client or a third party's equipment, software, facilities, third party applications, or internet connectivity that the Client uses to avail the Product or Service (or other causes outside of Sign Desk's firewall);

(c) The Client's use of the Service other than in accordance with the Service's documentation; or

(d) Force Majeure Event