

BY ACCEPTING THIS AGREEMENT, YOU (HEREINAFTER REFERRED AS END USER) AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF END-USER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THEN END-USER REPRESENT THAT S/HE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, END-USER SHALL REFER TO SUCH ENTITY.

IF END-USER DO NOT HAVE SUCH AUTHORITY, OR IF END-USER OR SUCH ENTITY DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT CLICK THE "ACCEPTANCE" BUTTON.

END-USER LICENSE AGREEMENT [EULA]

This END-USER LICENSE AGREEMENT (this "Agreement") is agreed and signed between **Invoyz Financial Solutions Private Limited** [CIN: U74999KA2021PTC148568] and the End-User who has accepted this agreement by clicking the Acceptance button and it becomes effective from the date of such acceptance by the End-User. This Agreement sets forth the terms and conditions that govern the subscription placed under this Agreement.

WHEREAS:

The **Invoyz Financial Solutions Private Limited** [CIN: U74999KA2021PTC148568] (hereinafter referred as "Company") is a software technology provider. The Company licenses the technology used for the exchange of business data across various ERP systems, including 3rd party systems and associated financial transaction processing, or any functionality that the company may offer as per its product roadmap (hereinafter referred to as "technology") through online/on-premises deployment and is accessible over end-user desktop/laptop/mobile devices.

NOW, THEREFORE, In consideration of the mutual agreements and covenants hereinafter set forth, the parties hereto consent as follows:

1. INSTALLATION

- i. The Company may either provide an onsite service for installation of technology or an online/remote deployment service.
- ii. The Company's End-User Agreement shall be deemed to be binding as soon as the End-User subscribes, and the technology is installed on end-user's system.

2. TECHNOLOGY LICENSE

- i. Annual License - Subject to End User's compliance with the terms and conditions of this Agreement and End User's payment of all fees (when due), COMPANY grants End-User a time-bound, scope-limited, non-exclusive, non-sub-licensable, non-transferable (except as may be expressly permitted herein) license to use Technology, in only the way as mentioned in this agreement.
- ii. Term of License - Technology is licensed for the period up to which the subscription remains valid, or One (1) calendar year; except for the period when the license is being used under the 'demonstration' scheme for the testing purposes.
- iii. Third Party Technology License – In cases, where there are any third parties Software embedded by the Company into their technology:
 - a) the End-User must subscribe for the license with respect to the usage of such technology, as and when needed; and
 - b) in case where usage to third party technology is covered under the GPL, the End-User might not be liable to pay the subscription fee for such third-party software use
- iv. End-User must comply with Third Party Software terms, as the Company shall embedded third party software, whenever required from time to time. And the Company might advise the End-User accordingly.

3. RENEWAL OF LICENSE

- i. Annual Renewal: License shall be valid for twelve (12) calendar months and shall be renewed on annual basis for a continuous usage.
- ii. Grace Period: After the annual expiry of subscription, there shall be a grace period of five (5) days for the End-User to renew the subscription. In case the End-User fails to renew the subscription in a timely session, the agreement shall be deemed to be terminated.

4. UPDATES FOR ENHANCEMENT, BUG-FIXES AND VIRUSES

- i. The Company may from time to time provide technical/process enhancements or improvements to the features/functionality of the Technology, which may include patches, bug fixes, updates, upgrades and other modifications.
- ii. Updates may add, modify or delete certain features and/or functionalities of the Technology. End-User agrees that the Company has no obligation to:
 - a) to provide any technical Updates, or
 - b) continue to provide or enable any features and/or functionalities of the Technology to End User
- iii. End-User further agrees that all updates or any other modifications will be:
 - c) deemed to constitute an integral part of the Technology, and
 - d) shall remain subject to the terms and conditions of this Agreement.
- iv. The Company shall not be responsible for any kind of viruses or bugs while installing the technology or during the usage of technology in the End Users front. End-user is advised to make own arrangements to protect their systems from any virus/bugs, etc.
- v. The hosting of technology is done on the End-User side; the Company shall not be responsible for the availability of server or failure of server. And since, the technology also works on the batch mode, the End-User shall be responsible for a good internet connectivity.

5. **END-USER OBLIGATIONS AND PROHIBITIONS**

- i. End-User shall be solely responsible for the use and upgradation of its hardware device and software to remain compliant with the Company's technology minimum hardware requirements as per the documentation. End-User may obtain advice from the COMPANY.
- ii. The Company's End-User Agreement shall be deemed to be binding as soon as the End-User subscribes to Company Technology/services, or when the technology is installed on the end-user's system.
- iii. End-User MUST regularly keep its system protected from viruses and other bugs, which might interfere with the functioning of the Technology. The End-User MUST have efficient anti-virus software installed, BEFORE installing the company's technology.
- iv. End-User MUST have unblocked/white-listed the company's technology on their hardware and in their systems, as few anti-viruses might block the company' technology from installing or from functioning properly.
- v. End-User shall regularly renew their license to continue to use the technology and its services, for the pre-defined time period and for a pre-defined cost, and such pre-defined time period and pre-defined costs may be communicated to the End-User by the Company.
- vi. For the avoidance of doubt, the End-User has NO right to access the coding (including object code, intermediate code, and source code) of the Platform, either during or after the Term. The intellectual property ownership of the technology, its code and services shall perpetually remain with the Company only.
- vii. The End-User shall use reasonable endeavors, including reasonable security measures relating to keep the technology safe-upkeep and to ensure that no unauthorized person may gain access to the technology/services and use it for any unintended purposes.
- viii. End-User cannot reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or structure, sequence and organization of the Technology or create any derivative works including, without limitation, customization, translation or localization.
- ix. End-User cannot sell, license, sub-license, rent, lease, sublease, lend or transfer the Technology or its Services or use the Technology or its Services for his own benefit to any third party without prior written permission from COMPANY.
- x. For any kind guidance for using the technology or the services, the End-User can raise a support ticket and the Company shall investigate it for a resolution.

6. **OBLIGATIONS OF COMPANY**

6.1. **MAINTENANCE SERVICE**

- i. The agreement to provide the technology for use, in return for the recurring fee set out in the accepted proposal; also include the provision of maintenance services by COMPANY in accordance with the following provisions for the agreed period of use of the Technology as a cloud solution.
- ii. Maintenance services shall include:
 - a) the remedy of reported defects
 - b) the provision of new software versions
 - c) the Support tickets – The COMPANY shall respond to all the support tickets raised by the End-User within 5-6 working days.
- iii. Response and Resolution:
 - a) The Company shall require 5 to 6 working days to respond to the issued raised by the End Users and accordingly the required time that the Company shall require to resolve the reported issue/s.
 - b) The Company shall not be liable for a guaranteed timeline to resolve or a permanent solution to the issues raised by the End User.
- iv. COMPANY shall choose one of the following measures to remedy defects that are reported or that it identifies itself:
 - a) deploying an over-the-air update or manually installed release;
 - b) Issuing instructions to the End-User on how to circumvent the problem or to remedy the defect (workaround). The End-User shall, as far as reasonably possible, ensure that such instructions are implemented by competent personnel.
 - c) Services by the company can be either onsite or online resolutions.
 - d) Either Company on its own can resolve the issues or can outsource any third party service for the End-User to resolve the issues raised
- v. COMPANY shall update or upgrade its technology and its programs on OTA basis shall not be liable to notify the End-User beforehand.
- vi. COMPANY may help the End-User to upgrade their technology as the latest version/update done by the COMPANY in the given technology.
- vii. **Triage Protocols and Service Levels** Shall be the same as mentioned and defined on the Company's website www.invoyz.me

7. **WARRANTIES**

- i. **Technology Services Warranty:** COMPANY warrants to End-User during the validity of the Term of Technology subscription, the Technology Services will conform in all material respects as elaborated in the Documentation.
- ii. **Refund and Return**
 - a) COMPANY does NOT have any return or refund policies with respect to licensing of the Technology, and its services. In case if the subscription to the technology is cancelled or terminated by the End-User in the middle of licensed period then NO amount shall be refunded by the Company.
 - b) In the case where End-User subscribes to the technology but doesn't avail the services, in no such event Company shall be liable to refund or return the paid amount.
- iii. Except for the express warranties and conditions expressly contained or referred to in this Agreement, COMPANY makes no other warranties or conditions, express or implied, including the implied warranties and conditions of satisfactory quality for a particular purpose in respect of the Services.

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8. **COLLECTION OF PERSONAL DATA** The Company may collect some of the personal data and information of the End-User and no data shall be used without the consent of the End User.
9. **LIMITATION OF LIABILITIES AND INDEMNIFICATION**
- i. Limitation of Liability- In no event shall The Company be liable for any indirect, incidental, consequential, punitive or special damages, including lost profits, sustained or incurred in connection with the products or caused by product defects, regardless of the form of action, whether by breach of contract or tort, including negligence and strict liability or otherwise, and whether or not such damages were foreseen or unforeseen.
 - ii. The information provided by the technology shall be only for guidance. In no such event COMPANY shall be liable to End-User for any sort of loss to material / investments in using the information provided by the technology.
 - iii. The Company shall not be liable for any kind of data loss and/or data privacy of the End User.
 - iv. Indemnifications: End-User shall defend, indemnify and hold the COMPANY harmless from and against any and all claims, costs, damages and liabilities.
 - v. Notwithstanding anything contained herein this agreement, the aggregate liability of COMPANY shall be limited to a maximum of 10% of the annual subscription fees paid by the End-User in that financial year, as under this agreement.
10. **PAYMENT**
- i. The payment method shall be on full in-advance mode and no postpaid or credit-period.
 - ii. Annual subscription fee shall have to be paid, for the End-User to have a license-to-use to the technology or the Company's services.
11. **TERMINATION OF SUBSCRIPTION**
- i. TERM - This subscribed agreement shall remain in effect from the Effective date till the End-User continues to renew its license to use the technology, without a break on an annual basis.
 - ii. End-User may terminate the Agreement by cancelling the subscription to use the technology.
 - iii. COMPANY may terminate this Agreement at any time forthwith without giving a prior notice in writing if:
 - a) The End-User is in material breach of any of its material obligations under this Agreement.
 - b) If the End-User becomes insolvent; or ceases to be able to pay for renewal of the license to use the technology as they fall due, the agreement shall be terminated.
 - c) Expiry of the grace period of five (5) days for the End-User to renew its license for continuous usage of technology after it's tenure has been expired. In case, even after issuance of reminder to renew the license, the End-User fails to renew within a timely session, the agreement shall be deemed to be automatically terminated, with no liability on the Company.
 - iv. EFFECTS OF TERMINATION- In case of termination of agreement by either party, the End User's license to use the Technology shall stand terminated immediately. The end-user would no more be eligible to continue to use the Technology.
 - v. POST TERMINATION- Upon expiration or termination of this Agreement, the license granted hereunder will immediately terminate and End-User MUST stop using the Technology. End-User will uninstall the Desktop Technology and the same will not be used after the effective date of this agreement termination.
12. **PROPRIETARY RIGHTS:** Technology services are licensed to End-User for restricted usage purpose and are not being sold. COMPANY and its licensors retain all title, ownership rights, and intellectual property rights in and to the Technology services, in any form or format, along with all copies, and all tools, routines, programs and other technology used or provided in the provision of Support Services. The Technology services are protected by copyright and other intellectual property laws. This Agreement does not grant End-User any rights not expressly granted herein. All trademarks used in connection with the Technology Services are owned by COMPANY, its affiliates, licensors and other 3rd party suppliers, and no license to use any such trademarks is provided hereunder. End-User may elect to provide suggestions, comments for enhancements or functionality, or other feedback to COMPANY with respect to the functioning of Technology, Support Services, and Professional Services ("Feedback"). End-User will not provide any Feedback subject to any terms that would impose any obligation on or require attribution by COMPANY.
13. **CONFIDENTIALITY**
- i. Each Party agrees and undertakes that during the term of this Agreement and thereafter it shall keep confidential and shall not use for its own purposes all information of a confidential nature (including, without limitation, information relating to a Party's business, know-how, processes, product information and trade secrets) which may become known to that Party from the other Party ("Confidential Information"), unless the information is public knowledge or already known to that Party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of that Party from a third party.
 - ii. Either Party's Confidential Information shall be maintained in strictest confidence by the other Party and shall be treated as the other Party would treat its own Confidential Information. It may only be used for the sole purpose of assisting that other Party in adequately discharging its obligations hereunder. Such Confidential Information shall not be disclosed to any third party, unless with prior written approval from the other Party or unless required by local law. This obligation shall survive the termination of this Agreement for 6 months from the end of the contract.
 - iii. Return of Confidential Information - Upon expiration or termination of this Agreement, each party shall return all Confidential Information received from the other party.
 - iv. In addition, any combination of Confidential Information will not be considered in the public domain merely because individual elements thereof are in public domain unless the combination and its principles are in the public domain.

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- v. The obligations of confidentiality will not apply to Confidential Information which the receiving Party can show by documentary evidence:
 - a) Was known to the receiving Party or generally known to the public prior to its disclosure hereunder; or
 - b) Subsequently becomes known to the public by some means other than a breach of this Agreement; or
 - c) Is subsequently disclosed to the receiving Party by a third Party having a lawful right to make such disclosure
 - 14. **DATA STORAGE:**
 - i. As per the provision by COMPANY agreement, the End-User shall have their data backed-up and saved separately from time to time.
 - ii. Company shall not be liable for any kind of data loss in case the End-User fails to retrieve the stored their data.
 - 15. **CHANGES OF AGREEMENT**

Changes or additions to this Agreement might be done by COMPANY from time to time and shall be accepted by both the parties.
 - 16. **INVALID CLAUSES**

In case one or more provisions of this Agreement are invalid, the validity of the remaining provisions of the Agreement shall not be affected thereby.
 - 17. **GENERAL TERMS**
 - i. Assignment- This Agreement may not be transferred or assigned by either Party without the prior written consent of the other Party. Subject to the foregoing, the provisions of this Agreement shall inure to the benefit of the Parties' successor and assigns.
 - ii. Governing Law- This Agreement shall be governed by, and construed in accordance with the laws of the State of Karnataka notwithstanding any choice of law provisions to the contrary
 - iii. Arbitration- Any and all dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Bangalore, Karnataka India in accordance with the Indian Arbitration and Conciliation Act and Rules for the time being in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be at a mutually agreeable location. The Tribunal shall consist of one arbitrator(s). The language of the arbitration shall be English.
 - iv. Notices- Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to COMPANY: Invoyz, 2nd Floor, 49, R.S. Plaza, Bellary Road, Next to CBI Office, R.T.Nagar, Bengaluru
 - v. We may give notices applicable to our Services End Users by means of a general notice on the COMPANY portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.
 - vi. The persons and addresses set forth above may be changed from time to time by a notice sent as aforesaid. If notice is given by personal delivery or overnight delivery in accordance with the provisions of this Section, said notice shall be conclusively deemed given at the time of such delivery provided a receipt is obtained from the recipient. If the notice is given by mail in accordance with the provisions of this Section, such notice shall be conclusively deemed given upon receipt and delivery or refusal.
 - vii. Non-waiver - The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
 - viii. Entire Agreement- This Agreement constitutes the complete and entire Agreement between COMPANY and End User, and there are no other oral agreements, understandings, representations or warranties, express or implied, between the Parties. All the modifications or amendments of this Agreement shall be done from time to time and shall be binding upon the Parties.
 - ix. Severability- The provisions of this Agreement shall be severable. In the event that any provision is held to be invalid, void or otherwise unenforceable, by a court or arbitration panel of competent jurisdiction, the remaining provisions shall remain enforceable to the fullest extent permitted by law.