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General Terms and Conditions

These Terms and Conditions shall constitute an agreement between Tvarit Solutions Private Limited ("**Tvarit**", "**us**", "**we**", "**our**", or "**Company**") and you, either individually, or on behalf of your company or any other entity which you represent ("**you**", "**your**", or "**Customer**").

You understand that by using our Services, you agree to be bound by this Agreement. If you do not accept this Agreement in its entirety, you must not obtain or use the Services. You are entering into a legally binding agreement. By signing or accepting these terms, you hereby acknowledge that you have read and understood the terms and conditions of this Agreement and that you hereby agree to be bound by all of its provisions.

In case you represent your company or another entity, you hereby represent that (i) you have full legal authority to bind your company or entity (as applicable) to this Agreement; and (ii) after reading and understanding the terms of this Agreement, you agree to them on behalf of your company or entity, and the terms of this Agreement shall bind your company or entity.

The purpose of this Agreement is to establish the terms and conditions under which you shall obtain our Services. In the event of any inconsistency or conflict between the terms of this Agreement and the terms of the Service Order executed for the Service, the terms of such Service Order shall control, if there is no possibility of a harmonious construction of the conflicting provisions.

1. Definitions

- 1.1. **Affiliate** means any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by or is under common ownership with, by virtue of a controlling interest of 50 % or more of the voting rights or the capital, a party to the Agreement.
- 1.2. **Confidential Information** means any information provided by the Disclosing Party or any of its Representatives to the Receiving Party, or otherwise obtained by the Receiving Party or any of its Representatives, whether obtained before or after execution of the Agreement, in connection with the Disclosing Party, the Services or this Agreement. It includes:
 - a. all confidential business information, documents, records, financial information, reports, customer information, technical information and forecasts which relate to the Disclosing Party or the business of the Disclosing Party including, but not limited to: (i) any scientific or



technical information, design, process, procedure, formula, improvement, technology or method; (ii) customers and their information, suppliers, licensors, licensees, agents, distributors, shareholders, management, contractors or other business contacts including, without limitation, lists of, identities of, contact details of and requirements of such persons, pricing or price structures, discounts, special prices or special contract terms offered to or by or agreed with such persons; and (iii) any concepts, reports, data, know-how, works-in-progress, designs, development tools, trade secrets, specifications, computer software, source code, object code, flow charts, databases, inventions, and other information;

- b. Intellectual Property, existing and planned goods, product lines or services and their components and any underlying technology or proprietary materials;
- c. the terms and conditions of this Agreement; and
- d. any information created under or arising out of the provision of Services under this Agreement,
- e. but excludes information which:
 - I. is in or becomes part of the public domain, other than through a breach of this Agreement or an obligation of confidence owed to the Disclosing Party or any of its Representatives;
 - II. was known to the Receiving Party at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; or
 - III. the Receiving Party can prove by contemporaneous written documentation was independently acquired or developed without breaching any of the obligations set out in this Agreement.

1.3. **Deliverables** means the deliverables as described in the applicable Service Order.

1.4. **Developed Intellectual Property** means Intellectual Property that is discovered, developed or that otherwise come into existence as a result of, for the purposes of, or in connection with the performance of the Services or this Agreement.

1.5. **Disclosing Party** means the party that discloses Confidential Information to the other party hereunder.

1.6. **Effective Date** shall mean the date on which the Services are first provided to the Customer, as specified in the Service Order.



- 1.7. **Force Majeure Event** means any events which are unforeseen by, beyond the control of and occurs without fault or negligence by the party prevented from or delayed in performing its obligation under this Agreement, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, power failures, breakdown of plant or machinery, epidemic, pandemic, any other government regulations, act of God, floods, war, civil disturbances, riots, etc.
- 1.8. **Intellectual Property** means all present and future rights conferred under statute, common law or equity, title and interests in and to the patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual property, know-how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licenses and permissions in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing and "**Intellectual Property Rights**" shall mean all rights in respect of the Intellectual Property.
- 1.9. **Loss** means any loss including any liability, cost, expense (including legal costs on a full indemnity basis), claim, proceeding, action, demand, penalties or damage and any costs or expenses referable to time spent by a Representative of a party, involved in, or preparing for any claim, proceeding, action or demand.
- 1.10. **Personal Data** means data or information, whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can reasonably be ascertained, from the data or information.
- 1.11. **Privacy Act** means the Digital Personal Data Protection Act, 2023, as amended from time to time.
- 1.12. **Receiving Party** means the party that receives Confidential Information from the other party hereunder.
- 1.13. **Representative** means any director, officer, employee, agent, contractor, subcontractor, adviser or Affiliate of a party, including Resource/s provided under this Agreement.
- 1.14. **Services** means all advisory, technical, software, consulting or other services as specified elaborately in the applicable Service Order.
- 1.15. **Service Order** means service order form(s)/ quote, or purchase order, offer, or statement of work, regardless of actual name or designation, executed between the Customer and the Company with



respect to the Services, which may detail, amongst other things, the applicable Fees, and any other commercial terms and conditions governing the Services.

2. Services and Obligations

2.1. **We shall provide the Services** in terms of the applicable Service Order. Nothing in this Agreement shall prohibit Tvarit from providing services that are the same or similar to the Services to any third party.

2.2. **Unless otherwise agreed in the Service Order:**

- a. The Services may be provided on a time and material or milestone/ project basis. All staffing rights for the Services will be reserved by the Company solely;
- b. The Customer shall make available at no charge all technical data, computer facilities, programs, files, documentation, test data, sample output, office space, equipment and other assistance as reasonably requested by the Company, during or before provision of the Services, in order to enable the Company to provide the Services. Where the Company is unable to provide Services as a result of non-availability of data, the Customer shall, within a period of 7 days, provide an alternate solution.
- c. The Company shall control the method and manner of performing all work necessary for completion of the Services, including but not limited to the supervision and control of any personnel performing the Services;
- d. Delivery and Acceptance:
 - I. Deliverables shall be deemed accepted by the Customer in accordance with the terms of the applicable Service Order. Where there are no details about the date of acceptance in the time schedule, a time period of ten (10) days is applicable. In the event the Customer fails to communicate its acceptance/refusal within the stipulated timeline, the Deliverables shall be deemed to be accepted.
 - II. If the Customer refuses acceptance, it shall state the reason for the same in a comprehensive manner in writing. The acceptance of performance may not be refused if a deviation in the Deliverables does only insignificantly impair the use of the Deliverables.
 - III. Any deviation in the Deliverables shall be informed to Tvarit without undue delay, no later than 10 days from the date of delivery of Services. If Customer reports a deviation of the Services to Tvarit, Tvarit shall provide supplementary performance as mutually decided

with the Customer, taking into account the severity of the deviation and the impact on the Customer.

- e. **Milestones:** As part of a Service Order or the performance thereof, milestone due dates may apply for rendering the Services. Milestone due dates are only binding if specially stated by Tvarit. In case Tvarit does not deliver the Services in time (as per the Service Order), Tvarit will make best endeavours to deliver the Services within such extended time as is reasonable within the circumstances, without any obligations on Tvarit's part. Such deadline extension is obsolete when Customer accepts Services within that time and/or the Parties agree on further activities and Services. In case Customer wants to postpone the performance of Services ten (10) working days prior to the due date, Tvarit is entitled to bill for the actual expenditure incurred by it on account of such postponement, subject to a minimum amount of INR 50,000.

2.3. **If agreed as part of the Service Order**, the Company may allocate suitably qualified and experienced technical personnel ('**Resource**') to the Customer during the Term, to perform the Services. Where the Resource is required to provide the Services on site, the following is agreed:

- a. The Resource shall reasonably comply with Customer's policies, procedures and rules;
- b. The Customer shall provide a reasonable and safe location, access, resources and privileges, and infrastructural access to the Resource to enable him/ her to provide the Services efficiently and effectively;
- c. The Resource shall be allowed leaves as per the policy of the Company, provided that the leaves do not hamper the performance of the Services;
- d. The Customer may request a change in the Resource, and the Company will endeavour to replace the Resource, subject to availability, as soon as practicable;
- e. The Company may at its sole discretion, replace any Resource/s by giving 30 days' written notice to the Customer, provided that the Company ensures that any such change/ replacement does not impact the provision of the Services.

2.4. **Sub-Contractors:** The Customer acknowledges and agrees that the Services being provided by the Company are unique and innovative, and hence the Company may, in order to ensure effective and efficient provision of Services, engage, without notice to the Customer, external resources or sub-contractors, provided however, that such external resources or sub-contractors are bound by strict confidentiality terms, similar to those included herein.



2.5. **Project Study:** Tvarit will be allowed to publish a project study on social media platforms and websites. Tvarit may also use the Customer's name and disclose that the Customer is a customer of the Company in advertising, press, promotion or similar public disclosures.

2.6. **Service Provided Free of Cost::** Where Services or any part thereof are provided free of cost by Tvarit, no guarantee or obligation or liability, as applicable for paid Services, shall apply.

2.7. **Meetings:** Unless otherwise agreed, the Customer and the Company may nominate at least one (1) representative who will attend meetings in order to discuss and review the provision of Services or performance of obligations under this Agreement. The meetings may be conducted on a mutually decided timeline at a place or medium (including online) mutually agreed between the parties.

2.8. **Customer's Obligations**

- a. to provide data, information, documents, administrative access required by the Company timely, to enable the Company to provide the Services in an effective and efficient manner. Failure to perform Services as a result of the Customer failing to provide necessary details, data, information, or administrative access as aforesaid, shall not be treated as a breach of this Agreement by the Company;
- b. to ensure that any data or information provided to Tvarit, in connection with the Services is at all times updated, legal, accurate and complete, and is not infringing any third party intellectual property rights;
- c. to ensure that the data is properly secured, and backed up;
- d. to provide completion sign-off upon completion of each milestone as specified in the applicable Service Order;
- e. to make timely payment of Fees in terms of the applicable Service Order;
- f. to comply with the terms of this Agreement, and/ or any other agreement entered into with Tvarit; and
- g. co-operate with Tvarit and its Representatives to ensure effective and efficient provision of Services

2.9. **Tvarit's Obligations**

- a. provide the Services in accordance with the applicable Service Order, in a timely and



professional manner, and as per the agreed standards;

- b. ensure that, while providing the Services and/or Deliverables, it exercises due care, skill and judgment;
- c. unless otherwise agreed in a Service Order, provide timely status and progress reports to the Customer with respect to the Deliverables;
- d. use reasonable endeavours to co-operate with the Customer in all matters relating to the Services.

2.10. **The Customer Acknowledges That:**

- a. Tvarit's ability to provide the Services and perform its obligations under this Agreement depends on the Customer meeting its responsibilities under this Agreement;
- b. The Customer is solely and exclusively responsible for its regular data backup and data security;
- c. Tvarit is entitled to and will rely on the information, data and material provided by the Customer. Tvarit shall only be liable for data loss, if such data loss has occurred solely and exclusively due to Tvarit's fault or negligence. If Tvarit is liable for data loss, the liability is limited to the direct costs incurred by copying the backups, as well as to the direct costs for data recovery, which would have been incurred even with adequate data backup, the total costs being subject to the limited liability clause below;
- d. Tvarit shall not be liable or responsible for any delay or deficiency in the performance of Services or liable to honor any guarantees with respect to the Service, to the extent such delay or deficiency results from any acts or omissions of the Customer, or a failed Customer Obligation. Delay or deficiency in provision of Services that results from a delayed or failed Customer Obligation, including on account of non-availability of data, shall not impact the payment of Fees. In case Customer does not perform, or does not deliver in time the Customer Obligations, the deadlines set for the delivery of Services by Tvarit will be prolonged accordingly.

3. **Fees and Expenses**

- 3.1. The Customer shall be required to make payment for the Services ("**Fees**") as per the payment terms agreed in writing between the Parties, in the Service Order. Unless specified otherwise in



writing, all prices are deemed to be in INR.

- 3.2. The Fees is exclusive of all taxes, duties, fees, interest or other charges of any nature, including but not limited to value added taxes, Goods and Services taxes, sales, transfer, turnover, use or any other taxes, import, export, customs or any other duties or fees, administrative fees, or any other similar charges (hereinafter referred to as "**Taxes**"). Any such Taxes shall be borne and paid by the Customer.
- 3.3. All travel expenses and other out of pocket expenses incurred by Tvarit for the purposes of provision of Services shall borne by the Customer, provided that the same are pre-approved by the Customer.
- 3.4. Except as otherwise agreed in writing in a Service Order or otherwise, the following payment terms shall apply:
 - a. Fees once paid is non-refundable.
 - b. Payment shall be made in full, free and clear of all deductions or offset, within 14 calendar days from the date of invoice. Payment shall only be deemed to have been effected when Tvarit's account has been fully and irrevocably credited.
 - c. In case payment of invoices by Customer is delayed, Tvarit shall be entitled to charge a late payment charge of 2% (two percent) or the maximum permitted by law whichever is less on any amount overdue for payment for each calendar month or fraction thereof and Tvarit's collection efforts including reasonable attorney fees until payment is received.
 - d. In case the Customer fails to make payments within a period of 30 days from the date it becomes due, Tvarit may terminate the provision of the Service for the period for which such default is committed. Tvarit will however give the Customer at least ten (10) days' prior written notice that its account is overdue before terminating the provision of Service.
- 3.5. Disputed invoice: The Customer shall provide Tvarit with detailed written notification within seven (7) days from the date of receipt of invoice in case the Customer disputes the Fees detailed in any such invoice. The Customer's failure to provide Tvarit with written notice of any disputed invoice as described herein shall be deemed as the Customer's acceptance of such invoice. Unless the disputed amount is more than 25% of the total invoice amount, the Customer shall be liable to pay the entire invoice amount as per the terms contained herein, till a resolution is reached. Where the disputed amount is more than 25% of the total invoice amount, the Customer shall pay the invoice amount less the disputed amount as per the terms contained herein, till a resolution is



reached.

4. Confidentiality

4.1. Obligations of Confidence

Where a Receiving Party receives Confidential Information from the Disclosing Party under this Agreement, the Receiving Party must:

- a. keep the Confidential Information strictly confidential;
- b. not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of this Agreement;
- c. not, without the prior written consent of the Disclosing Party, disclose Confidential Information to any person other than its Representatives who need the information for the purposes of this Agreement, provided that they are bound by the same or similar confidentiality obligations as contained in this Agreement; and
- d. establish and maintain effective security measures to safeguard the Confidential Information from unauthorized access, use, copying or disclosure, using the same care and diligence that the Vendor uses to protect its own proprietary and confidential information, but in no case less than reasonable care.

4.2. Further Permitted Use and Disclosure

Notwithstanding the aforesaid, the Receiving Party may use or disclose Confidential Information to the extent necessary to comply with any law or binding directive of a regulator or a court order, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

4.3. Responsibility for Representatives

The Receiving Party must ensure that its Representatives do not do, or omit to do, anything which if done or omitted to be done by the Receiving Party, would breach this clause.

4.4. Notification of Unauthorized Use

The Receiving Party must immediately notify the Disclosing Party of any potential, suspected or actual unauthorized use, copying or disclosure of the Confidential Information.



4.5. **Ownership**

All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party, and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Receiving Party. All Confidential Information shared by the Disclosing Party shall be on an “as is” basis without any warranties and representations, whether express or implied, with respect to the accuracy or completeness of the Confidential Information.

4.6. **Return of Confidential Information**

The Receiving Party must on demand or on the termination of this Agreement:

- a. return to the Disclosing Party, or destroy if requested by the Disclosing Party, any documents in its possession, power or control containing Confidential Information; and
- b. procure the return, or destruction if requested by the Disclosing Party, of any documents containing Confidential Information in the possession, power or control or held by any Representative of the Receiving Party.
- c. The Receiving Party must not retain copies of any Confidential Information in any form, except to the extent required by law, or retention policies of the Receiving Party.
- d. If requested by the Disclosing Party, the Receiving Party shall certify destruction of all Confidential Information received under this Agreement in writing to the Disclosing Party.

4.7. **Obligations to Continue**

All obligations of confidence set out in this Agreement continue in full force and effect for a period of (3) three years after the termination or expiration of this Agreement.

5. **Data Protection**

5.1. By providing the Company with access to any Personal Data, in connection with this Agreement, the Customer warrants that it:

- a. has collected the Personal Data in accordance with the Privacy Act and all other applicable laws and regulations;
- b. has obtained all necessary approvals and consents as required under the Privacy Act and/ or any other applicable laws and regulations for the Company to access, use and disclose the Personal Data for the purposes of this Agreement.



- 5.2. The Company warrants, in respect of Personal Data held in connection with this Agreement:
- to comply with the Privacy Act and all other applicable laws and regulations; and
 - to use the Personal Data only for the purposes of this Agreement.
- 5.3. Without limiting the provisions of its Privacy Policy, in providing the Services, the Company will:
- ensure that access to any data is limited to its personnel who need such access in order to meet the company's obligations under this agreement, and that all such personnel are informed of the confidential nature of data;
 - implement appropriate technical and organizational measures to protect any data against unauthorized or unlawful processing and accidental loss or damage;
 - promptly and fully notify the customer in writing, if any data has been disclosed in breach of this clause and take every step to enable the customer to comply promptly with any applicable security breach notification procedures; and
 - take reasonable precautions to preserve the integrity of any data which it processes and to prevent any corruption or loss of such data.

6. Intellectual Property Rights

- 6.1. Tvarit agrees that all Intellectual Property that the Customer provides or makes available to Tvarit remains the property of the Customer. The Customer grants Tvarit a world-wide, personal, royalty-free, irrevocable, non-exclusive, and non-assignable licence to use the Customer's existing Intellectual Property in connection with the performance of its obligations under this Agreement.
- 6.2. Any and all rights to the Service, its contents and any documentation provided therewith, including title, ownership rights and Intellectual Property Rights therein shall remain the sole and exclusive property of Tvarit. Customer will not acquire any ownership right or ownership title in such Intellectual Property. All Developed Intellectual Property will vest in, be owned exclusively by, and be deemed assigned to Tvarit upon creation.
- 6.3. Customer is hereby granted with a non-exclusive, non-transferable, limited license to use the Developed Intellectual Property subject to the Customer: (i) keeping the Intellectual Property strictly confidential; (ii) ensuring that the Developed Intellectual Property is not be copied, reverse engineered, or modified. Customer's right to use the Developed Intellectual Property shall terminate immediately on termination of this Agreement, unless otherwise agreed in writing.



Tvarit shall further have the right to disseminate the Deliverables subject to Tvarit complying with the confidentiality requirements and applicable data protection regulations. Where Tvarit intends to make use of the Customer's name/ logo/ mark while disseminating the Deliverables, it shall be subject to prior authorization by the Customer.

- 6.4. Nothing in this Agreement shall be construed as a transfer in the Intellectual Property Rights of one party to the other.
- 6.5. Customer hereby grants the Company a non-exclusive license to list the Customer's name and display Customer Marks on the Company's website, social media and other platforms for advertising and promotional purposes.

7. Non-Solicitation

- 7.1. The Customer agrees that for the term of this Agreement and for a period of two years post termination or expiration of this Agreement, it will not, without the Company's prior written consent, directly or indirectly, hire, solicit or encourage for employment or any other relation or work, any of Tvarit's or its Affiliate company's employees, or contractors or induce any such person to leave the employment of terminate the relationship with Tvarit or its Affiliate companies. This Clause shall survive the termination/expiry of this Agreement.
- 7.2. Neither Party shall, either during the term of this Agreement or any time after its termination or expiration, directly or indirectly disparage the other Party in any way, or make negative, derogatory, defamatory, or untrue statements about the Company or its directors, managers, officers, employees, affiliates, agents, or representatives.

8. Warranty and Disclaimer

- 8.1. Each party represents and warrants that:
 - a. it has full corporate power to enter into and give effect to this Agreement and the transactions contemplated under this Agreement;
 - b. it has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
 - c. the execution, delivery and performance of this Agreement does not contravene any contractual, legal or other obligations that apply to it;



- d. the obligations under the Agreement will be valid, binding and enforceable; and
- e. it has and will continue to comply with all applicable laws, regulations and procedures.

8.2. The Customer hereby expressly agrees and acknowledges that, except as provided in this Agreement, the Service is provided on an "as is" and "as available" basis, without any representations, conditions, warranties or covenants whatsoever with respect to the Service, including without limitation, any express, statutory or implied representations, warranties or conditions of merchantability, merchantable quality, satisfactory quality or fitness for a particular purpose, or arising otherwise in law or from a course of dealing or usage of trade, all of which are expressly disclaimed and excluded.

8.3. The Customer acknowledges that, in entering into this Agreement, it does not do so by relying on any representation, warranty or other provision. Any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

9. Indemnity

9.1. The Customer shall, defend, indemnify and hold harmless Tvarit and its Representatives from and against any loss, third-party claims, including any claims arising out of misuse of the Service; breach by the Customer or its Representatives of terms of this Agreement; any infringement of the Company's or any third party's Intellectual Property Rights; breach of applicable laws; any unlawful, negligent, or wrongful act or omission of the Customer or its Representatives in connection with this Agreement.

9.2. This indemnity shall survive the termination of this Agreement. The Indemnified Party is obligated to use its reasonable efforts to mitigate the amount of any Loss for which it is entitled to seek indemnification hereunder.

10. Limitation of Liability

10.1. In no event shall the Company be liable to the Customer or any third party for any special, punitive, indirect, incidental or consequential Loss or damages (including loss of use, data, business or profits, business interruption) arising out of or in connection with this Agreement or the use or performance of the Service, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), or otherwise, and whether or not the Customer or the third



party has been advised of the possibility of such Loss or damage.

- 10.2. Notwithstanding anything contained in this Agreement, and to the extent permitted by law, the Company shall, not under any circumstances, be liable for any Loss which arises as a result of the Company relying on any false, misleading or incomplete information provided by the Customer.
- 10.3. Subject to the foregoing, the Company will only be liable for the proportion of the total Loss incurred by the Customer that was caused or contributed to by the Company's negligent act or omission. In any event, Company's maximum aggregate liability (whether in contract or under any other form or liability) for damages or Loss, howsoever arising or caused, whether or not arising from Company's negligence, shall not be in excess of the prorated amount of Fees paid to the Company hereunder in preceding three (03) months of the event giving right to such claim. In jurisdictions where the limitation of liability, as aforesaid, is not allowed, the liability of the Company shall be limited to the maximum extent permitted by applicable law.

11. Term and Termination

- 11.1. The term ("**Term**") of this Agreement shall commence from the Effective Date and continue as per the applicable Service Order.
- 11.2. Either Party may terminate this Agreement in the event that:
 - a. the other Party is in default of any of its material obligations hereunder and such default is not remedied within thirty (30) days of receipt of written notice thereof; or
 - b. the other Party is adjudicated bankrupt or becomes insolvent, makes any assignment for the benefit of creditors; proceedings are instituted by the other party seeking relief; reorganization or rearrangement under any laws relating to insolvency, bankruptcy or similar laws of any jurisdiction; a receiver, liquidator or trustee is appointed in respect of substantial property or assets of the other party or an order is made for the liquidation, dissolution or winding up of the other party.
- 11.3. Either Party may terminate the provision of Services and this Agreement without cause with a written notice of sixty (60) days.
- 11.4. Upon termination or expiration of this Agreement, the Customer shall cease all use of the Service, and shall forthwith return all related documentation including all Confidential Information in its possession and shall so certify in writing to Tvarit.



11.5. On the termination of this Agreement for any reason:

- a. each party retains its accrued rights in respect of any breach by the other party; and
- b. the Customer must make payment to the Company in connection with any Services provided by the Company (including all related accrued and unbilled revenue for work in progress) up to the date of termination.

11.6. Unless specified otherwise, the provisions which, by their nature are meant to survive the termination of this Agreement, shall survive for a period of three (3) years from the expiry or termination of this Agreement.

12. Disputes and Governing Law

12.1. In the event of any dispute arising out of or in relation to this Agreement, the Parties shall try and resolve the dispute amicably in good faith through negotiations. In case the dispute is not resolved within thirty (30) days, the Parties agree to submit the same for arbitration. The arbitration proceedings shall be conducted and administered by the International and Domestic Arbitration Centre, India (IDAC India) in accordance with the IDAC India Rules for the time being in force, without recourse to the ordinary courts of law. IDAC India's rules are deemed to be incorporated by reference in this clause.

12.2. The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Article 14.1 B. of the IDAC Rules. The Tribunal shall consist of one arbitrator under the expedited procedure and shall be seated at Vadodara. The Arbitration Proceedings will be held at Vadodara. The language of the arbitration shall be English. The Procedural and substantive law applicable to the dispute is Indian Law. The award of the arbitration proceedings shall be final and binding on the Parties. Arbitration proceedings may be conducted through video conferencing, if agreed by both the parties and allowed by the Arbitrator/s.

12.3. This Agreement shall be governed by and construed under the laws of India. Subject to arbitration clause above, any dispute arising out of or in relation to this Agreement shall be submitted to the sole and exclusive jurisdiction of the courts at Vadodara, Gujarat.

12.4. The Customer agrees that the Company will suffer irreparable injury in case of any breach of this Agreement by the Customer, and that the Company shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach,



an award of actual and exemplary damages from any court of competent jurisdiction, in addition to any other remedy that the Company may have in law or equity.

13. Force Majeure

- 13.1. If a party is prevented from or delayed in performing an obligation under this Agreement ("Affected Party") by a Force Majeure Event, the obligation is suspended during, but for no longer than, the period such Force Majeure Event continues, provided however that: (1) such Force Majeure Event is beyond the control of the Affected Party and could not be prevented by appropriate precautions; (2) the Affected Party is diligently attempting to recommence performance (including through alternate means).
- 13.2. Under no circumstances shall either party be held liable for any damage or loss due to deficiency in performance of the obligations under this Agreement, resulting directly or indirectly from a Force Majeure Event.
- 13.3. The affected party shall, upon discovery of a Force Majeure Event, immediately notify the other Party. If the Force Majeure Event results in a delay that continues for a period exceeding sixty (60) days, the Parties shall endeavor to agree upon a mutual solution under the circumstances.

14. General

- 14.1. **Notices:** Any and all notices that either Party is required or may desire to give to the other Party hereunder, shall be given by addressing the communication to the address set forth in this Agreement or as otherwise notified, and shall be served via e-mail, by hand, or by certified or registered post. Any change to the abovementioned address shall be informed to other Party in writing, within thirty (30) days of such change.
- 14.2. **Relationship:** Nothing contained or implied in this Agreement constitutes a party as a partner, agent or legal representative of the other party for any purpose, or creates any partnership, employment, agency or trust. Neither party has the authority to bind the other party in any way.
- 14.3. **Assignment:** Neither Party may assign its rights under this Agreement without the prior written consent of the other Party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities. No assignment will be effective until the assigning party provides



written notice of such assignment, including the assignee's written agreement to the terms of this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this section will be null and void.

- 14.4. **Severability:** Although the restrictions, covenants contained in this Agreement are considered by the parties to be reasonable and valid, if any such restriction, covenant is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- 14.5. **Waiver:** No delay or failure of either Party in exercising any right and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other rights under this Agreement. A waiver is not effective unless it is in writing, and waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- 14.6. **Entire Agreement and Amendment:** Unless otherwise agreed in writing between the Parties, this Agreement shall contain the entire agreement and understandings by and between the Parties with respect to the subject matter herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. The Parties have read this Agreement and agree to be bound by all its terms. This Agreement may not be altered or modified except by a written agreement between the Parties.