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WE SCORG TECHNOLOGIES PRIVATE LTD (“LICENSOR”, “WE”, “US”, “OUR”) HAVE DEVELOPED A PROPRIETARY SOFTWARE NAMED AS RESCRIBE HIS “SOFTWARE”. PLEASE READ THESE SOFTWARE TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE USING THE SOFTWARE. THESE TERMS CREATE A BINDING LEGAL AGREEMENT BETWEEN LICENSOR AND ALL THE USERS OF THE SOFTWARE. (“LICENSEE”, “USER’S” “YOU”, “YOUR”).

BY ACCEPTING THESE TERMS, BY CLICKING ‘I AGREE’ (OR SIMILAR BUTTON) OR BY USING THE SOFTWARE YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS OR USE THE SOFTWARE.

Licensor and Licensee are individually referred to as “Party” and collectively as “Parties”.

1. DEFINITIONS

- a. **“Annual Maintenance Services”** shall mean the maintenance services provided by the Licensor to the Licensee through a Statement of Work on an annual basis as detailed in the applicable Order.
- b. **“Documentation”** shall mean the instructions and/or User manuals that describe installation, use, and/or operation of the Software.
- c. **“Minor Change”** shall mean any modification, update, upgrade or addition to the Software that, when made or added to the solution or modules currently being used by Licensee, provides minor functionality enhancements but does not change overall utility, functional capability, or application, where such modifications or additions are generally made available by Licensor to all its customers. Minor Change are generally denoted by minor version level (e.g., v1.1.0 to v1.1.1) changes, as determined by Licensor. No new modules will be provided by Licensor as part of the support and maintenance services (if any).
- d. **“Error”** shall mean any verifiable and reproducible failure or inability of the Software to perform any material functions set forth in the Documentation due to any programming defect in the Software when used by the Licensee as specified under these Terms or the Documentation by the Licensor. The term “Error” shall not include any failure or inability of the Software that (i) results from the misuse or improper use of the Software, (ii) does not materially affect the operation and use of the Software, (iii) results from any modification to the Software that is not a Licensor authorized change, (iv) results from any cause beyond reasonable control of Licensor including third party hardware, software, firmware, malicious code like virus, Trojan or malware.
- e. **“Fixes”** shall mean any modification or addition to the Software that, when made or added to the solution or modules currently being used by Licensee, corrects Errors but does not change overall utility, functional capability, or application, where such modifications or additions are generally made available by Licensor to all its customers under support agreement.
- f. **“Licensable Activity”** shall mean any activity encompassed by any intellectual property rights and absent a license, would give rise to liability for infringement (or inducement of infringement or contributory infringement) of such intellectual property rights.

- g. **“License Fees”** shall mean the fees payable by Licensee to the Licensor for the Commercial License of the Software, as set out in the applicable Order.
- h. **“License Term”** means the period covering the Evaluation Period and ending on a date as set out in the applicable Order.
- i. **“New Version”** shall mean any modification, update, upgrade or addition that, when made or added to Software, provides major functionality enhancements or changes the overall utility, functional capability, or application. New Versions are generally denoted by major version level (e.g., v1.0 to v1.1 or above) changes, as determined by Licensor.
- j. **“Order”** means a written order, that the Parties may enter into from time to time to place an order for the license to the Software, setting forth the details of the Software to be provided by Licensor, the license term start date, any configuration, training or other services to be provided by Licensor, any applicable fees, and such other terms as the Parties may agree related to the transactions contemplated by the applicable Order.
- k. **“Permitted Users”** shall mean an employee of Licensee or any user as authorized by Licensee who may use the Software pursuant to the instance of the license granted through an applicable Order.
- l. **“Purpose”** shall mean use of the Software by Licensee for the sole purpose of its internal business use in accordance with these Terms. For clarity, nothing contained in these Terms grants Licensee a right to resell, distribute, sublicense the Software.
- m. **“Services”** shall mean the services pertaining to the Software provided by Licensor including but not limited to implementation, training or such other services as outlined in the applicable Order to be executed between the Parties.
- n. **“Service Fees”** shall mean the fees payable by Licensee to Licensor for availing the Services for the Software, as set in the applicable Order.
- o. **“Service Level Terms”** shall mean the various categories of support services pertaining to the Software and the conditions of service availability.
- p. **“Software”** shall mean the proprietary software product of the Licensor described in these Terms licensed to the Licensee by the Licensor through an Order or other software components, created and made available to Licensee as per the terms set out under the applicable Order.

2. GRANT OF LICENSE AND RESTRICTIONS

a. Evaluation License:

- i. Subject to these Terms, Licensor may at its discretion upon request of Licensee Grants Licensee a revocable, non-sub licensable, non-exclusive, non-transferable, non-assignable, limited license for the sole purpose of internal evaluation (“Evaluation”) for a term of [.] days (“Evaluation Period”) from the Effective Date.
- ii. Licensee agrees and understands that the Software is provided on a “AS IS” basis and Licensor makes no warranties of any kind whether express or implied.
- iii. Licensee agrees and understands that Licensor does not provides any support and maintenance services during the Evaluation Period.
- iv. To the extent Licensee enters any data into the Software, Licensee, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all Licensee data, and Licensor shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of such

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- v. Licensee may stop using the Software at time any during Evaluation Period by providing five (5) days prior written notice to the Licensor. Licensee will, at Licensor's request, promptly return the Software and Documentation to Licensor or destroy the Software and the Documentation and all copies and portions thereof, in all forms and types of media, and de-install the Software from all systems and confirm the same through email to Licensor.
 - vi. If the Licensee does not stop using the Software beyond the Evaluation Period or upon expiry of the Evaluation Period, Licensee shall be deemed to have opted for the Commercial License and all the Terms relating to the Commercial License shall apply on expiry of the Evaluation Period.
- b. Grant of Commercial License:**
Subject to its compliance with these Terms and in consideration of the Commercial License Fees, Licensor hereby grants Licensee a non-exclusive, non-transferable, revocable, non-sub licensable and a single server limited user license, for such term and subject to such restrictions, to use the Software solely for the Purpose ("Commercial License"), as detailed in the applicable Order provided that Licensee shall cause each Permitted User to abide by these Terms. Unless otherwise agreed under the scope of its support and maintenance services by Licensor, the grant of license does not oblige Licensor to provide any New Versions.
- c. Restrictions:**
Licensee shall not, directly or indirectly, i) copy, modify, adapt, translate, reverse engineer, decompile, disassemble, alter, reproduce or otherwise make any changes to the Software, ii) use the Software in any manner to provide time-sharing, benchmarking or other computer services to third parties, except as expressly provided herein, or allow any third party to access or benefit from the functionality of the Software, iii) use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any applicable export control laws or regulations, iv) use the Software for any illegal purposes or for any purpose other than the Purpose, v) allow use of the Software by anyone other than the Permitted Users, vi) use the Software to develop any competing or similar product, vii) engage in any Licensable Activity, or viii) use any of the Software's components, add-ons, files, modules, externals, contents including associated license material separately from the Software, viii) use the Software at any other locations other than the Licensee's premises. Licensee acknowledges that Licensor shall not be held liable for any claim or damage that may arise as a consequence of Licensee grant of access to the Software to any third party other than the Permitted User. Licensee shall have no rights over the Software other than as specifically granted herein. All rights not specifically and unequivocally granted to Licensee are reserved by the Licensor.
- d. Delivery:**
The Software shall be delivered by Licensor to Licensee with the help of an installable file or a complied object code provided by the Licensor and installed by the Licensor's personnel as per the agreed terms of Commercial License. Licensor will assist the Licensee with initial configuration of the Software.

3. LICENSEE'S RESPONSIBILITIES

a. Compliance with Laws:

Licensee shall comply with all applicable local, state, national and foreign laws in connection with its use of the Software, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Licensee acknowledges that Licensor exercises no control over the content of the information transmitted by Licensee or the Permitted Users through the Software. Licensee shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

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Licensee shall: (i) notify Licensor immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to Licensor immediately and use reasonable efforts to stop any unauthorized use of the Software that is known or suspected by Licensee or any Permitted Users, and (iii) not provide false identity information to gain access to or use the Software.

c. Access:

Licensee shall be solely responsible for the acts and omissions of its Permitted Users. Licensor shall not be liable for any loss of data or functionality caused directly or indirectly by the acts or omissions of Permitted Users. Licensee acknowledges that Licensee is required to obtain Licensor's consent for any automatic processes/ integration or data migration done through the Software.

4. SERVICES

a. Implementation services:

Subject to receipt of the License Fees and the Service Fees and execution of the applicable Order, Licensor shall provide the Services associated with the Software as set forth in the applicable Order.

b. Support and Maintenance Services:

Licensee agrees to procure the services of maintenance and support of the Software, only from the Licensor on such terms and conditions as mentioned in the Service Level Terms [Insert the link of Service Level Terms] .

Licensor may also provide additional services pertaining to the Software to Licensee, as per the terms and conditions agreed in the applicable Order to be executed between the Parties.

The Licensee understands and acknowledges that the Licensor shall cease to provide maintenance and support services for the Software upon a particular version's "end of life" on a 3 months' prior written notice by Licensor to the Licensee.

5. FEES

- a. In consideration of the grant of the Commercial License to the Software and Licensor's provision of the Services contemplated by this Agreement, Licensee shall pay the License Fees and the Service Fees as set forth in the applicable Order. License Fees and Service Fees are collectively referred to as "Fees".
- b. All Fees and charges under the applicable Order shall be exclusive of taxes and such applicable taxes shall be borne by the Licensee.
- c. All the Fees shall be paid within a period of net thirty (30) days from the date of the issue of the invoice (Due Date)
- d. Licensor shall be entitled to charge interest at a monthly rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law on any overdue Fees, from the date on which fees are due till the date the overdue amount is paid in full. Any Fees and any interest thereon, that are unpaid as of the date of termination or expiration of this Agreement will be immediately due and payable.
- e. If Licensee fails to pay any Fees due under the applicable Order within the Due Date, Licensor may, in its sole discretion suspend Licensee's access to the Software, till the full payment of the Fees by the Licensee.
- f. Licensee understands and acknowledges that the Licensor may reduce the functionality of the Software as made available to the Licensee, in the event the Licensee does not pay the Support and Maintenance Fees as agreed between the Parties in the applicable Order.

6. WARRANTY

a. Mutual Warranties:

Each Party hereby represents and warrants to the other Party that: (i) it is duly organized and validly existing under the laws of the jurisdiction in which it was incorporated or organized; and (ii) it has all requisite corporate power and authority to execute the applicable Order and perform its obligations under these Terms.

b. Licensor's Warranties:

Licensor warrants that the Software, as delivered to Licensee, will substantially conform to the applicable Documentation for a period of one (1) year from the date of delivery (the "Warranty Period"), to the extent that the Software is used in accordance with such Documentation. In the event Licensee reports any Errors to the Software during the Warranty Period, Licensor will take commercially reasonable efforts to provide, solutions or Fix any Errors identified and reported by Licensee.

c. Process and Exclusions:

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7. DISCLAIMER OF WARRANTY

EXCEPT FOR THE LIMITED WARRANTIES SET OUT ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATIONS, CONDITIONS, WARRANTIES OR COVENANTS WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESS, STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OTHERWISE IN LAW OR EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY OF THE SOFTWARE WILL MEET LICENSEE’S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

8. INTELLECTUAL PROPERTY RIGHTS

- a. Any and all rights to the Services, Software, Documentation, Minor Change, New Versions and branding thereof including title, ownership rights and intellectual property rights such as copyrights, trademarks, service marks and patents therein is the sole and exclusive property of Licensor. These Terms do not grant Licensee any rights, title and interest in and to Software, Documentation, its contents, and branding thereof including the Licensor’s intellectual property rights. Any rights not expressly and unequivocally granted are reserved. New Versions will be licensed under separate license terms.
- b. From time to time, Licensee may provide feedback, suggestions, requirements or recommendations (“**Feedback**”) regarding the Software or the Services. Licensee hereby assigns to the Licensor all right, title and interest into such Feedback and an exclusive right to create any developments based on such Feedback.

9. CONFIDENTIALITY

- a. “**Confidential Information**” shall mean information disclosed by one Party to the other and which includes, without limitation the Software, Documentation, financial, business, technical and marketing information, business plans, methods, processes, inventions, techniques, designs, data, know-how, ideas, concepts, strategies, trade secrets, software product and services and any such other information. Confidential Information does not include information which: a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by either Party without violating any confidentiality obligations stated herein; (d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law.
- b. The receiving Party shall keep Confidential Information and proprietary information and data received from the disclosing Party in strict confidence and shall not disclose it to any third parties except to a limited group of receiving Party’s directors, officers, agents, authorized representatives on a need-to-know basis. Each Party will use the same degree of care and discretion (but in any event no less than a reasonable degree of care and discretion) to avoid

unauthorized disclosure or use of the other Party's Confidential Information as that receiving Party uses to protect its own information of a similar nature from unauthorized disclosure or use.

- c. Upon request by the disclosing Party, the receiving Party shall within reasonable period return to the disclosing Party, all Confidential Information disclosed by the disclosing Party and all copies thereof. All such information shall be and shall remain the sole property of the disclosing Party.
- d. The confidentiality obligations stated herein shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.
- e. The receiving Party agrees that any violation of the confidentiality obligations will cause irreparable injury to the disclosing Party, entitling disclosing Party to obtain injunctive relief in addition to all legal remedies.

10. INDEMNITY

Licensee shall indemnify, hold harmless and defend Licensor, its officers, agents, directors, affiliated companies, and their employees, against all claims, losses, liabilities costs or damages arising out of or in connection to (i) Licensee's breach of or violation of applicable laws and regulations or (ii) Licensee's use of the Software other than as permitted under these Terms, or (iii) a third party claim made against Licensor for infringement or misappropriation based upon following conduct of the Licensee: Licensee's combination or use of the Software with software, hardware, services, or products developed by the Licensee or third parties, (iv) any personal injury, disease or death of any person(s), damage to or loss of any property caused by, arising out of or in any way connected with the performance of Services and work under these Terms, including without limitation any injury, death or property damage caused by or attributable to (1) the negligence of Licensee, its subcontractors, invitees or suppliers (including without limitation the respective employees, contractors or agents of the foregoing); or (2) where liability with or without fault is strictly imposed by operation of law, (v) any claims on the Licensor for any misuse or breach of any data privacy laws by the Licensee, its subcontractors, invitees or suppliers (including without limitation the respective employees, contractors or agents of the foregoing).

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THESE TERMS TO THE CONTRARY, IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES OR LOSS OF ANY KIND, HOWSOEVER CAUSED IN CONNECTION WITH THESE TERMS OR OTHERWISE EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE MAXIMUM LIABILITY OF LICENSOR SHALL BE LIMITED TO THE FEES RECEIVED BY LICENSOR FROM LICENSEE IN THE THREE (3) MONTHS PERIOD IMMEDIATELY PRECEDING EVENT GIVING RISE TO SUCH CLAIM UNDER THE APPLICABLE ORDER. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN.

12. TERM AND TERMINATION

- a. Each Order will commence upon its effective date and shall continue, unless terminated in accordance with this Section 12.
- b. Either Party may terminate the applicable Order without cause, by giving a prior written notice of sixty (60) days to the other Party.
- c. Either Party may terminate the applicable Order in the event that 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.
- d. Either Party may terminate the applicable Order immediately with a written notice to the other Party if 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 any property or assets of the other Party or an order is made for the liquidation, dissolution or winding up of the other Party.
- e. Upon the expiry or any termination of the applicable Order, the Licensee's right to Services shall immediately cease and at the Licensor's discretion, the Licensee will return/ delete/ destroy any materials provided by the Licensor to the Licensee. Any Fees due for licensing the Software or Services performed prior to the expiration or termination date will become due and payable immediately but no later than seven (7) days from the receipt of the invoices thereof, and Licensor shall cease to render any further Services.
- f. Licensee understands and acknowledges that in the event the Licensor is required to provide any transition assistance after the termination of the applicable Order, such transition assistance will be at an additional cost as may be mutually agreed between the Parties.

13. NON-SOLICITATION

Each Party agrees that it shall not, during the term of the applicable Order and for a period of one (1) year after the termination or expiration of the applicable Order, directly or indirectly, solicit the services of (for employment, consulting or otherwise), accept the services of, or employ or engage any person who is now employed by the other Party.

14. NON-COMPETE

Licensee understands, agrees and acknowledges that Licensee shall not use the Software in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Software.

15. INTERPRETATION

These Terms will in all events be construed as a whole, according to its fair meaning, and not strictly for or against a Party merely because that Party (or the Party's legal representative) drafted these Terms. The headings, titles, and captions contained in these Terms are merely for reference and do not define, limit, extend, or describe the scope of these Terms or any provision herein. Unless the context requires otherwise, (a) the gender (or lack of gender) of all words used in these Terms includes the masculine, feminine, and neuter, and (b) the word "including" means "including, without limitation".

16. FORCE MAJEURE

- a. For the purposes of these Terms, “Force Majeure” means an event which are beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, pandemics, natural or man-made disasters, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. The failure of a Party to fulfil any of its obligations hereunder (except for the obligation to make timely payment by Licensee) shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure.
- b. Any Party who is subject to such a Force Majeure event (the “Affected Party”) shall promptly notify the other Party of the occurrence and particulars of such Force Majeure event upon it being foreseen by or becoming known to the Affected Party.
- c. Except as stated in Clause 16 (a) above, the Affected Party’s obligations under this Agreement, to the extent and for the time the said Force Majeure event prevents performance, will be temporarily suspended and the Affected Party shall be granted an extension of time equal to the period of such Force Majeure Event.
- d. In the event such suspension of obligations by an Affected Party under Force Majeure event exceeds a period of sixty (60) days, either Party may elect to terminate the applicable Order thereunder by a written notice to the Affected Party without any penalty or damages.

17. SEVERABILITY

If any provision of these Terms is determined to be invalid, illegal or unenforceable in any respect, including because of the duration thereof, the area covered thereby, or the types of activities restricted thereby, by a court of competent jurisdiction (i) the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and (ii) the court of competent jurisdiction making such determination shall have the power to reduce the duration and/or area of such provisions or types of activities restricted and/or to delete specific words or phrases and in its reduced form such provision shall then be enforceable. The Parties may be acting in good faith adopt any and all actions required to cause such invalid, illegal and unenforceable provision to be valid and enforceable, or, alternatively, to reach an agreement in relation to said null provision whereby each of the Party receives, as far as possible, substantially the same benefits and obligations based on valid provisions, provided that these Terms is not enforced in a form that materially affects the commercial agreement between the Parties.

18. ASSIGNMENT AND DELEGATION

The Licensee shall not assign the applicable Order without the prior written consent of the Licensor. Licensor may assign the applicable Order in conjunction with the sale of substantial assets, divestiture, merger or amalgamation, or to its affiliate, and may delegate or subcontract its duties. Any unauthorized assignment of the applicable Order is void. Assignment shall mean to include any incidence of change in control or management of the Licensee.

19. WAIVER

Failure to exercise, or any delay in exercising, any right or remedy provided under these Terms shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall preclude or restrict the further exercise of that or any other right or remedy.

20. GOVERNING LAWS

These Terms and all rights and obligations under these Terms shall in all respects be governed by and construed and enforced in accordance with the laws of India and the courts of Pune shall have an exclusive jurisdiction to adjudicate any subject matter under these Terms.

21. AUDIT

Licensor shall have the right to audit Licensee during business hours and upon reasonable prior notice in order to verify that the Software is being used in compliance with these Terms. Notwithstanding anything to the contrary contained herein, Licensor shall be entitled to introduce patches and / or other programs to monitor the Licensee's usage of the Software, in order to ensure that the Licensee's usage of the Software is in accordance with these Terms. In the event of the Licensee's usage exceeds permitted usage as set out under the applicable Order, the patches and / or other programs introduced by Licensor might make the Software unusable and, in such event, Licensor shall not be liable for any damages, expenses, losses, or any other consequence caused to the Licensee as a result thereof.

22. PUBLICITY

By accepting these Terms, the Licensee agrees to; (i) be included in the list of customers on Licensor's website, (ii) allow a press release at the applicable Order sign-off stage, and (iii) participate in a case-study upon or after "go-live" with the Software. Optionally, Licensee may agree to participate in speaking engagements in webinars and industry events at their discretion upon request.

23. ORDER OF PRECEDENCE

If there is any conflict between an Order and these Terms, these Terms shall prevail, except to the extent the Order expressly modifies any specified provisions of these Terms in which case such modified provisions will prevail over the Terms only with respect to such an Order. Any other terms referring to an Order in an invoice or any other document shall not be valid or apply to this engagement between the Parties.

24. ENTIRE AGREEMENT

These Terms constitutes the entire terms agreement between the Parties and supersedes any prior understanding or representation of any kind.