

Terms of Use

Use of the Services (as defined below) provided by **HiveLoop Technology Private Limited** (“HTPL/Company”) under its brand name “**Udaan ERP Lite**” is governed by these terms of use (“Agreement/Terms”). By accepting these terms below or by using/availing Company’s Services in any manner, you and the entity you represent and any affiliate of such entity included in the scope of your implementation of the Services (collectively, “Client”) agree that you have the authority to bind Client to these terms and have read, understand and agree to be bound by these Terms to the exclusion of all other terms. If you do not have such authority or do not agree to these terms, do not access or use or avail Services. If the terms of these Terms are considered an offer, acceptance is expressly limited to such terms. These Terms are entered into as of the date you accept these terms or use the Services (“effective date”).

1. Definitions

- 1.1. “**Affiliate**” means an entity that directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party. As used herein, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of the entity.
- 1.2. “**Applicable Laws**” means all applicable (i) statutes, enactments, acts of legislature or parliament, laws, bye-laws, ordinances, rules, regulations, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; (ii) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or consents of, or agreements with, any governmental authority or a recognized stock exchange; and (iii) international tax treaties, as may be in force from time to time.
- 1.3. “**Business Day**” means a day except Saturdays and Sundays and public holidays applicable in the contracting parties’ jurisdiction.
- 1.4. “**Confidential Information**” means any information concerning business, affairs, pricing, Clients, clients or suppliers of the Company or the Client, all tangible and intangible information obtained, developed or disclosed or accessed including all documents, data papers and statements and trade secrets, as applicable;
- 1.5. “**Client Content**” means all data and materials provided by the Client in connection with the access / availment of the Services.
- 1.6. “**Client Device**” shall mean the device which shall be used by the Client for operation of the Software as provided in the Order Form.
- 1.7. “**Documentation**” shall mean any accompanying documents, content, data provided by Company to Client that describes or supports the use of the Software and Services.
- 1.8. “**Enhancements**” 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 Client, provides minor functionality enhancements but does not change overall utility, functional capability, or application, where such modifications or additions are generally made available by all its Clients under support and maintenance service.

- 1.9. **“Events”** shall mean any use of the Services by a Permitted User post integration of the Software with the Client Device.
- 1.10. **“Fees”** shall mean the fees payable by Client to Company for availing the Services, as specifically set forth in the applicable Order Form.
- 1.11. **“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.
- 1.12. **“Order Form”** means a written order that the Parties may enter into from time to time under these Terms to avail the Services.
- 1.13. **“Permitted Users”** shall mean a user authorized by the Client to access / use the Software and the Services in accordance with these Terms.
- 1.14. **“Professional Services”** shall mean any additional services performed or delivered by Company through its representatives or its Affiliates under these Terms and more specifically detailed out in an Order Form as mutually agreed between the Parties.
- 1.15. **“Purpose”** shall mean use of the Software by Client for the sole purpose of its internal business use.
- 1.16. **“Privacy Policy”** means the privacy policy on the Site accessible via https://erplite.udaan.com/privacy_policy.pdf
- 1.17. **“Software”** means the software owned and licensed by the Company under the tradename **Udaan ERP Lite**.
- 1.18. **“Services”** means the online and web-based, Software, Documentation and Enhancements provided by the Company through the Site, order by Client by means of (i) the online purchasing process through the Site or (ii) an executed Order Form.
- 1.19. **“Site”** shall mean <https://erplite.udaan.com/> or other designated websites or IP addresses communicated to Client by the Company.
- 1.20. **“Term”** means the period of time identified in an Order Form or renewal document during which time the Client is authorized to access and use the Software and the Services upon payment of Fees.
- 1.21. **“Trial Period”** shall have the meaning given to it in Clause 2.5.

2. Services

- 2.1 **Use of the Services:** Subject to compliance with these Terms and in consideration of the Fees, Company hereby grants Client a fixed-term, non-exclusive, non-transferable, revocable, non-sub licensable and a limited license to avail the Services, provided, Client shall cause each Permitted User to abide by these Terms.
- 2.2 **Commencement of Services:** The Term shall commence on execution of the Order Form by the Client or commencement of the usage of the Services by the Client, whichever is earlier.

- 2.3 **Restrictions:** Client and the Permitted Users, shall not, directly or indirectly, i) copy, modify, adapt, translate, reverse engineer, decompile, disassemble, alter, reproduce or otherwise make any changes to the Services or Software, ii) use the Services in any manner to allow any third party to access or benefit from the Services, iii) use the Services or portion thereof in violation of any Applicable Laws or regulations, iv) use the Services for any purpose other than as set out in these Terms, v) allow use of the Services by anyone other than the Permitted Users, vi) use the Services to develop any competing or similar product, vii) engage in any Licensable Activity without a valid license, viii) use the Software's components, add-ons, files, modules, externals, contents including associated license material separately from the Software; viii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene hack into any aspect of the Software or Services; ix) use the Services in any shared context or otherwise for commercial usage. All rights not specifically and unequivocally granted to Client are reserved by Company.
- 2.4 **Professional Services:** In addition to the License, upon Client's request and in consideration of Fees, Company will provide to the Client, the Professional Services in accordance with the terms agreed under the Order, which may be executed between the Parties.
- 2.5 **Trial Services:** The Company, at its discretion, may offer trial services in respect of the Software and the Services at no cost to the Client ("Trial Services") for a period as determined in the Order Form ("Trial Period"). The Client shall be required to intimate the Company of its intention to continue / discontinue availment of the Services on or prior to 11:59 PM on the last day of the Trial Period, failing which it shall be deemed that the Client intends to purchase the Service based on the Fee as intimated to the Client at the beginning of the Trial Period. Any usage of the Services beyond the Trial Period by the Client shall then incur a Fee as set out in the Order Form. Any data, configurations, or customizations made to the Services by or for the Client during the Trial Period will be permanently lost unless the Services are purchased by the Client. The Company reserves the right to modify the Trial Services at any time in its sole discretion or even discontinue, suspend or terminate them entirely, without prior notice to Client.
- 2.6 **Order of Priority:** In case of any conflict between the Terms of Use and an executed Order Form, the Terms of Use will prevail, other than in respect of provisions where the Order Form expressly states that such terms in the Order Form shall prevail.

3. Company's and Client's responsibilities

- 3.1 **Software Integration:** Upon acceptance of the Terms of Use by the Client, the Company shall provide dashboard and administrative access of the Software to Permitted Users of the Client, to operate the Software on behalf of the Client.
- 3.2 **Account Management:** As a condition for usage of the Services, a Permitted User may be required to register with the Company and set up a login feature in order to use the Software. Client shall ensure that the Permitted Users shall provide accurate, complete, and updated registration information, if a Permitted User is so required to register with the Company, so as to avail the Services.
- 3.3 **Compliance with laws:** Client shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services.
- 3.4 **Unauthorized Use; False Information:** Client shall: (i) notify Company immediately of any unauthorized use of any password or user id or any other known or suspected breach of security and/or unauthorised use of the Services, (ii) report to Company immediately and use reasonable efforts to

stop any unauthorized use of the Services that is known or suspected by Client or any Permitted Users, and (iii) not provide false identity information to gain access to the Software or use the Services.

- 3.5 Access:** Client shall ensure that the Permitted Users abide by these Terms at all times while accessing the Software and using the Services. The Client shall be responsible and liable for all acts and omissions of Permitted Users in relation to use and access of the Software and the Services and all other steps that are incidental and ancillary thereto. The Client hereby acknowledges and agrees that the Company shall presume, without further inquiry, that any person accessing the Software through the Client's credentials is a Permitted User.
- 3.6 Client Content:** Client Content including but not limited to personally identifiable information processed by Client while availing the Services, shall be handled in accordance with the terms of the [Privacy Policy](#). Client is solely responsible for all Client Content transmitted on the Software, and for ensuring that Client Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Client acknowledges and agrees that the Company may use Client Content and track Client's and its Permitted Users' usage of the Services for any purpose including but not limited to research, analytics, and to improve the Software and the Services.
- 3.7** The Client undertakes that: (i) it has the requisite rights and consents to grant the foregoing license to process the Client Content and that the processing of the Client Content by the Company does not violate any third party rights, including those of privacy, publicity and data protection; and (ii) it shall make good the losses that the Company suffers, including by bearing any penalty and/ or any costs and expenses of any claim, demands, action arising out of the Company's use of such Client Content.
- 3.8** For the purposes of providing the Services, the Company may display, contain links to, or enable functionalities or features to connect with third-party products, services, and websites (collectively "**Third Party Services/Application**"), which are not moderated or operated by the Company. Any statements, services, offers, or other information that constitutes part of the Third-Party Services/Applications made available by third parties on the Software/Site or which are accessible through the Software/Site belong to such third parties. The Company does not provide, control or endorse any third-party information, products or services in any manner whatsoever, even if such third-party information, products or services are advertised or provided on the Software/Site. If Client installs, enables or uses Third-Party Services/Applications for the purposes of availing the Services or accessing the Software or Site that requires the transfer of Client Content for the Third-Party Services/Applications to interoperate with the Software, Client grants the Company permission to allow the provider of the Third-Party Services/Applications to access or receive Client Content for the interoperation of that Third-Party Service/Application with the Software. The Company does not guarantee the interoperability of such Third-Party Service/Application with the Software/Site. It is the Client's responsibility to evaluate the information, opinion, advice, or other services available on and through the Software/Site. Client shall be responsible for all fees charged by third parties related to Client's access and use of the Third Party Services/Applications. The Company disclaims all liabilities, direct or indirect for any transferring, transmitting, disclosure, modification, deletion or loss or damage that may arise from Permitted Users' use of such Third Party Services. Permitted Users' use of the Third-Party Services/Applications will be subject to the terms of use and service of such Third-Party Services/Application.

4. Fees

- 4.1 In consideration for the Services, the Client shall be charged a Service fee ("**Fees**") as specifically set out in the Order Form. Such Fees shall be exclusive of all applicable taxes. The Company shall raise

an invoice for such Fees and such invoices become payable within the timelines set out in the Order Form.

- 4.2 In case the Client wishes to raise any dispute in relation to the invoice issued by the Company, the Client shall raise such dispute to the Company within seven (7) working days from the date of receipt of the invoice. In case the Client fails to raise any dispute within seven (7) days, the invoice shall be deemed to be accepted by the Client. Without prejudice to the foregoing, in the event of payments is delayed longer than thirty (30) days, Company shall have the right to, inter alia, charge 18% interest per annum on the outstanding amount and/or suspend the Services without prejudice to its other rights and remedies.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Each Party represents and warrants (wherever applicable) to the other that: (i) it has the requisite corporate power and authority to accept these Terms and to perform its obligations hereunder; (ii) it is not a party to any agreement, and knows of no law, regulation or order, that would prohibit it from entering into and performing its obligations under this Agreement, or that would conflict with these Terms ; (iii) these Terms constitute a legal, valid and binding obligation of the Party, enforceable against it, subject to applicable bankruptcy, insolvency and other laws affecting the enforceability of creditors' rights generally and the discretion of courts in granting equitable remedies; (iv) any materials provided by either Party do not infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third party, and are not be defamatory or obscene; and (v) it shall perform its obligations in compliance with applicable laws. For any breach of a warranty in this section, exclusive remedies are those described in clause 10.3 herein.

- 5.2 SUBJECT TO CLAUSE 5.1, THE CLIENT ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON "AS IS" BASIS 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. SOFTWARE AND ITS SERVICES MAY CONTAIN DEFECTS, BUGS OR ERRORS. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY OF THE SOFTWARE AND ITS SERVICES WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. CLIENT ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE ACCURACY, TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

6. INDEMNIFICATION

- 6.1 **Indemnification by Company:** Company shall indemnify and hold harmless Client, from any claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) ("Claims") arising out of or in connection with (i) infringement of intellectual property rights of Client by the Company or its personnel; (ii) infringement of third party intellectual property rights by Company or its personnel; (iii) violation of any applicable laws and statutory obligations by Company (iv) gross negligence and/or misconduct by Company. If a Claim is received

or is reasonably likely to be received, Company may, at its option and sole discretion and expense, either (i) replace or modify the Services, or any part thereof, as appropriate, (ii) obtain a license for Client to continue using the Services, (iii) replace the Services with a substantially equivalent service; or (iv) terminate the applicable Order Form and refund to Client a pro-rated amount of any prepaid, unused fees applicable to the remaining portion of the applicable Term following the date of termination. Notwithstanding the foregoing, Company will have no liability for any Claim that arises in whole or in part from: (a) modifications to the Service made by Client or any third party; (b) the combination, operation or use of the Services with software, hardware, data or technology not provided by Company; (c) Client's use of the Services other than in accordance with these Terms or in violation of applicable law; or (d) Third Party Software, Client software or Client Content. The indemnification obligations set forth in clause 6.1 are Company's sole and exclusive obligations, and Client's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

6.2 Indemnification by Client: The Client agrees to indemnify, keep indemnified, defend (at the Company's option) and hold harmless the Company its Affiliates and its respective directors, officers, employees, agents or representatives, from and against any and all claims and resulting losses, costs, penalties, damages, liabilities, and expenses (including without limitation attorney's fees and court fees), arising as a result of or in connection with: (i) Client's or its Permitted Users' breach of or violation of applicable laws and regulations including any privacy laws or (ii) Client's or its Permitted Users' use of the Software or the Services other than as permitted herein, (iii) the acts or omissions of the Permitted Users, or (iv) a third party claim made against Company for infringement or misappropriation based upon following conduct of Client: (a) Client's combination or use of the Services with software, services, or products developed by Client or third parties; (b) Client Content infringes any patent, copyright or trademark, or misappropriate any trade secret.

7. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES, HOWSOEVER CAUSED IN CONNECTION WITH THESE TERMS EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE COMPANY FOR ANY CLAIMS THAT MAY ARISE IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED AN AMOUNT OF INR 5,000/-.

8. CONFIDENTIALITY

8.1 Confidential Information shall mean information disclosed by one Party to the other and which includes, without limitation the financial, business, technical and marketing information, business plans, methods, processes, inventions, techniques, designs, data, know-how, ideas, concepts, strategies, trade secrets, the Professional Services, Software product and services and any such other information. Company's Confidential Information shall include the information about the Software, Enhancements etc. 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.

8.2 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.

8.3 Upon request by the disclosing Party, the receiving Party shall immediately 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.

8.4 The receiving Party agrees that any violation of the confidentiality obligations will cause irreparable injury to the disclosing Party, entitling the disclosing Party to obtain injunctive relief in addition to all legal remedies.

8.5 The confidentiality obligations stated herein shall survive for a period of five (5) years from the date of termination of the Services.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Any and all rights to the Services, Software, Documentation, Enhancements, and branding thereof including title, ownership rights and intellectual property rights such as copyrights, trademarks, service marks and patents therein are the sole and exclusive property of the Company. These Terms does not grant Client any rights, title and interest in and to the Services, Software, Documentation, Enhancements, its contents and branding thereof including Company's intellectual property rights except where expressly and unequivocally licensed herein.

9.2 From time to time, Client may provide feedback, suggestions, requirements or recommendations ("**Feedback**") regarding the Software or the Services. Client hereby assigns to Company all rights, title and interest in such Feedback and an exclusive right to create any developments based on such Feedback.

9.3 Client shall retain title to and all ownership rights in Client Content. Client shall grant to Company a worldwide, non-exclusive, and non-transferable limited-term license to host, copy, transmit, analyze, process, display, store, configure, and perform Client Content solely as necessary to provide the Services to Client.

9.4 Client acknowledges and agrees the Software may generate certain reports ("**Reports**") with the use of Client Content provided by Client while availing the Services. All intellectual property rights including the ownership rights in all such Reports generated during the provision of Services shall vest solely with the Company.

10. Term and Termination

10.1 These Terms (including any Order Form) shall be valid from the Start Date of the Order Form executed or Services commenced whichever is earlier ("**Term**") unless terminated in accordance with this Agreement.

10.2 **Termination:** The Company may terminate the Agreement without any assigning any reasons by providing a notice of thirty (30) days.

10.3 **Termination for cause.** Either party may terminate this Agreement or any applicable Order Form for cause in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching party, specifically identifying the breach or breaches on which such

notice of termination is based. The breaching party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30) day period. Provided however in case any breach/default is incurable, in the opinion of the Company, including breaches relating to infringement of intellectual property rights of the Company or any third party or breach of any personal data of any individual or confidentiality obligations under this Agreement, no cure period shall be provided, and the Company shall have the right to terminate the Agreement with immediate effect.

10.4 Termination for insolvency. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event such other Party (i) seeks reorganization or release under applicable law, (ii) seeks the appointment of a trustee, receiver or custodian, (iii) becomes the subject of a proceeding seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and such proceeding is not dismissed within sixty (60) days of the commencement thereof, (iv) makes an assignment for the benefit of creditors, or (v) has a substantial part of such party's property become subject to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

10.5 Consequences of Termination. Upon termination of this Agreement hereunder for any reason, (i) Client shall cease to use the Services; (ii) Client will remove, delete and return or destroy, as Company instructs in writing the confidential information in its possession and control including the Software and all access to such Software; (iii) any dues payable by the Client to the Company shall be paid within fifteen (15) days of the effective date of termination.

11. Governing Law and dispute resolution

These Terms shall be governed by the laws of India and the parties to the Terms agree to submit to the exclusive jurisdiction of the courts of Bangalore, Karnataka, India.

12. MISCELLANEOUS

- 12.1 The relationship of the Parties to each other is intended to be that of independent contractors and shall not be interpreted to constitute an agency, partnership or joint venture.
- 12.2 Neither Party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God, fires, floods, storms, earthquakes, riots, acts of terrorism, wars or pandemic, governmental restrictions, other cause or causes which could not with reasonable diligence be controlled or prevented by such Party.
- 12.3 The Company may assign, novate, sell, transfer, delegate or otherwise dispose of, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement. The Client shall not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or rights under this Agreement or delegate performance of its duties under this Agreement without the written prior consent of the Company, which consent will not be unreasonably withheld. Subject to the forgoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- 12.4 If any provision of this Agreement is, for any reason, held to be invalid, illegal or unenforceable, such illegality, validity and unenforceability shall not affect other relevant provisions of this Agreement, unless otherwise stated by applicable law.

- 12.5 The Parties shall agree within reasonable time to make necessary modifications/ variations to this Agreement in order to achieve the objectives of the nullified clauses. The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement. Company reserves the right to modify the terms and conditions of this Agreement from time to time, by posting the modified terms on the Company's Site. Any updated version of these terms shall become effective as of the posting date and will supersede all prior versions. Client's continued use of the Services after the updated version has been posted, will constitute Client's acceptance of such updated terms and no separate notice will be required.
- 12.6 The Client acknowledges that the Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict the Company's ability to provide the Software or Services, including any features or functionality first developed for Client, to other parties.
- 12.7 Either party during the term of this Agreement and for a period of one (1) year following its termination or expiration, shall agree not to directly or indirectly or through third parties solicit or hire for employment any of the employees of the respective parties who were engaged in this transaction, in whatsoever manner, under this Agreement.
- 12.8 Either Party shall not act in any fashion or take any action that will render the other Party or any of its Affiliates liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA") or UK Bribery Act 2010, Prevention of Corruption Act, 1988 or any similar applicable law or regulation, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or any organization that assists either Party in obtaining or retaining business or in carrying out either Party's duties and activities under this Agreement. Both Parties shall comply with the Prevention of Corruption Act, 1988 and the rules and regulations thereof. Additionally, both Parties agree not to receive or accept any payments or other benefits from any parties associated with the performance of its duties and activities under this Agreement. Both Parties agree that failure to comply with the FCPA, the UK Bribery Act 2010, Prevention of Corruption Act, 1988 or any similar law or regulation, or receipt of payment or other benefits could compromise the integrity of the work performed and, therefore, such other Party would have the right to terminate this Agreement immediately.
- 12.9 This Agreement (including all Orders, Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement.
- 12.10 The Terms and Conditions which by their nature are intended to survive termination of this Agreement shall survive, including but not limited Confidentiality, Intellectual Property, Limitation of Liability, Governing Law and Dispute Resolution. This Agreement contains the entire understanding of the parties on the subject matter hereof.
- 12.11 All notices to be provided by Company to Client under this Agreement may be delivered in writing (i) by nationally recognized delivery service ("Courier") to the contact mailing address provided by Client on any Order Form or (ii) by electronic mail to the electronic mail address provided for Client's account owner. If Client needs to give notice to the Company, Client must do so in writing by Courier to 1st Floor of South Wing "TWA - SJR - The Hub" situated at Survey Number 8, 2 & 9, Sarjapur Main Road, Sarjapur - Marathahalli Road, Bellandur, Bengaluru, Karnataka PIN-560102. Attn. Legal Department. All notices shall be deemed to have been given immediately upon delivery if by electronic mail, or, if otherwise delivered, then upon the earlier of receipt or two (2)

business days after being deposited in the mail or with a Courier as permitted above. If Client has any questions or concerns about the Services or this Agreement, Client may contact us by email at erplitesupport@udaan.com.