END-USER LICENSING AGREEMENT (EULA)

This End-user Licensing Agreement ("**Agreement**") made as on ___ day of _____, 2024 ("**Effective Date**") is executed BETWEEN

PeopleStrong Technologies Private Limited, a company incorporated under provisions of the Companies Act, 1956 and having its corporate office at A-10, Infocity, Sector-34, Gurgaon, Haryana-122001, (hereinafter known as "**Licensor**", which expression shall, unless the same be repugnant to the meaning or context hereof be deemed to include its successors-in-interest and permitted assigns) AND

_____, a company incorporated under the provisions of the Companies Act, 1956/2013 and having its corporate office at _____ (hereinafter known as "**Licensee**", which expression shall, unless the same be repugnant to the meaning or context hereof be deemed to include its successors-in-interest and permitted assigns).

(the Licensor and Licensee may hereinafter individually referred to as "**Party**" and collectively as "**Parties**")

RECITALS:

WHEREAS, the Licensor is inter-alia engaged in the business of providing HR technology and has created and developed a Software (defined below);

WHEREAS, the Licensor owns all the rights in or to the Software which, *inter alia*, includes proprietary content and documentation (including but not limited to manuals, instructions and training materials for use and operation of the Software);

WHEREAS, the Licensee has evaluated the Software and has expressed interest in obtaining a license to use the Software on a non-exclusive basis, as per the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, including the covenants set out below, the receipt and sufficiency of which are acknowledged, the Parties agree to be bound by the terms mentioned below and as amended from time to time:

1. DEFINITIONS

1.1. For the purposes of this Agreement, unless the context otherwise requires, the following capitalized words shall have the respective meanings ascribed to them hereunder:

(i) "**Agreement**" shall mean this End-user Licensing Agreement and all the schedules, annexures and appendices attached hereto and also includes all the amendments and modifications hereof as may be mutually agreed to in writing and signed by the Parties;

(ii) "**Software**" shall mean the web-based proprietary software that is exclusively created and developed by the Licensor and shall include all rights of any nature whatsoever associated with it, including all intellectual property rights pertaining thereto, recognized by applicable laws and associated therewith;

(iii) "**License**" shall mean the non-exclusive, non-transferable, revocable and limited license/ rights accorded by the Licensor to the Licensee to use the Software strictly in accordance with the terms and conditions contained in this Agreement;

Any other words or phrases defined elsewhere in this Agreement shall also be deemed to be a part of this Section 1.

2. GRANT OF LICENSE

2.1. Grant of License. Licensor hereby grants to the Licensee a License during the Term to access and use the Software, solely for Licensee's own internal use.

2.2. Software will be deployed in 'cloud' with suitable accessing mechanism through appropriate accessing protocol through login ids and passwords. The Licensee shall ensure that the login ids and passwords are protected and only disclosed to authorized personnel of the Licensee. This License does not entitle Licensee to receive from Licensor hard-copy documentation to the Software.

2.3. The Licensee hereby acknowledges that the Licensor stores the data relating to the Licensor and its clients (including the Licensee) on a cloud storage platform called "Amazon Web Services" ("Cloud Partner"). The Licensor will be responsible for its own information technology as well infrastructure, but the other terms

and conditions as regards the cloud storage platform will be governed by the Cloud Partner. As regards data protection, the terms and conditions available at https://aws.amazon.com/service-terms/ will be applicable.

Further, the Licensor reserves the right to change the Cloud Partner at any time during the Term at its sole and absolute discretion.

3. TERM AND TERMINATION

3.1. The Agreement will commence on the Effective Date and will continue for a period of 10 years, unless terminated as per the provisions specified in this Section 3 ("**Term**").

3.2. The Agreement may be terminated by either Party upon a written notice of 30 days to the other Party if the other Party commits a breach of any of its obligations hereunder and fails to cure such breach within 30 days after receipt of notice of such breach or fails to reach an agreement with the non-breaching Party regarding the cure thereof within the said 30 day period.

3.3. In any other case, either Party can terminate this Agreement by giving a written termination notice of Four (04) months to the other Party.

3.4. Upon the termination of this Agreement, the Licensee shall immediately (i) pay to the Licensor all undisputed invoices provided that all disputes related to outstanding invoices shall be resolved and paid within One (01) Week from the date of dispute, and (ii) stop using the Software and provide, if required by the Licensor, all necessary assistance to remove the Software from Licensee's system. Further, both Parties shall immediately destroy or return to the other Party all the Confidential Information of the other Party or copies thereof in its possession and in case of destruction, provide proof to the other Party.

3.5. Upon termination of the Agreement, the Licensor shall retain such information shared by the Licensee with the Licensor which is required by the Licensor for the purpose of audit or is mandated to be retained by applicable law. Such retained information shall not be used for any purpose other than for the purpose as mentioned above.

3.6. All provisions of this Agreement which by their language or nature should survive the termination of this Agreement as well as obligations relating to intellectual property (Section 5), confidentiality (Section 6), Indemnity and Limitation of Liability (Section 9) , Section 10.6 and Section 10.7, shall, subject

to applicable laws, survive the termination of the Agreement and continue indefinitely.

4. COVENANTS

4.1. Licensee's Responsibilities. Licensee shall not at any point of time:

a. modify, adapt, customize or create any derivative works of Software or documentation, including translation or localization;

b. use any information provided by the Licensor to create any software, computer program or documentation that is similar in its features, functionality and/ or expression to the Software (including, but not limited to, expressions of Software in other computer languages);

c. reverse engineer (e.g., decompile, disassemble, reverse compile, reverse assemble, or reverse translate) or otherwise attempt to derive and/ or discover the source code of or trade secrets in Software (except to the extent applicable laws specifically prohibit such restriction) or otherwise circumvent any technological measure that controls access to Software;

d. copy, distribute, redistribute, encumber, sell, rent, lease, sublicense (except as mutually agreed), give access to or otherwise transfer rights to Software;

e. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in Software;

f. enable and/ or allow any third party to engage in any of the acts coming within any of the previous clauses of this section; or

g. use the Software in a manner that violates applicable laws or infringes intellectual property of any third party, including, but not limited to, trademark or copyright or design; or

h. use the Software or supporting documentation for any purpose other the purpose permitted in this Agreement.

5.2 The Licensee shall, at all times during the Term, ensure that it collects and submits to the Licensor all such information of the Licensee's employees as is relevant for the Licensor for providing the Services hereunder. Further, it shall be the responsibility of the Licensee to obtain prior consent (if required under applicable law) from their employees with

respect to the personal data which is shared by the Licensee to the Licensor for availing of Services. It is hereby clarified that the Licensor shall not be held responsible for any information of the Licensee's employee(s) shared by the Licensee with the Licensor which is not relevant for provisioning of Services hereunder. Licensee shall provide Licensor with evidence of such consent upon request. Licensor shall have the right to review the documentation provided by Licensee to ensure compliance with data protection laws.

5. INTELLECTUAL PROPERTY

5.1. Intellectual property and all other proprietary rights will have the broadest possible meaning for the purpose of this Agreement and include, without limitation, all patent rights, copyrights, trademarks, rights relating to the protection of trade secrets and confidential information, and any right similar to any of the foregoing.

5.2. The title and related rights in the content accessed through the Software is the sole property of the Licensor. The title, ownership rights, and intellectual property rights in Software, including any modifications, improvements, updates, versions, etc. thereof is and shall remain solely vested with the Licensor. Licensee acknowledges such ownership and intellectual property rights and agrees that it will not take any action to jeopardize, limit or interfere in any manner with Licensor's ownership of or rights with respect to Software.

5.3. The Licensee shall not use or allow any employee, agent or third party to use or exploit the Licensor's trademarks or copyright or patent or design or any other intellectual property rights (including publicity material) without the prior written permission of the Licensor.

5.4. No rights in or to the Services or Software installed are hereby granted or intended to be granted to the Licensee, except the limited right to use and access the Software as agreed to between the Parties in accordance with the provisions of this Agreement.

5.5. Subject to the rights expressly granted to the Licensee under this Agreement, Licensee shall not be entitled to make or cause to be made any additions, alterations, modifications, analyses, comments, observations, abstracts or extracts of, or copy, reproduce, in any manner whatsoever, to the Software provided under this Agreement. Licensee shall indemnify Licensor and Licensor's employees, officers and agents against any loss suffered by all or any of them, in the event of a breach of this Section.

6. CONFIDENTIALITY

6.1. Licensor and Licensee shall each hold the Confidential Information of the other in trust and confidence and shall allow the disclosure or release thereof to any other person for the purpose allowed in this Agreement only on a need-to-know basis by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own confidential information of a similar nature, but not less than reasonable care. Upon termination of the Agreement, the Parties shall immediately stop using the other Party's Confidential Information and shall immediately either return the Confidential Information to the disclosing Party or destroy it, if allowed by the disclosing Party and provide a proof of destruction.

6.2. The term "**Confidential Information**" shall mean any and all information of confidential or proprietary nature and/or information treated by the disclosing Party as such (in every form and medium), which has been or is hereafter disclosed or made available by either Party (the "disclosing Party") to the other (the "receiving Party") in connection with the Agreement.

6.3. The obligations of confidentiality under this section will not apply to information that the receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of Agreement or other wrongful act by the receiving Party, (iii) has been received by it from a third party without restriction on disclosure and without breach of agreement by the receiving Party, or (iv) is independently developed by the receiving Party without regard to the Confidential Information of the disclosing Party. In addition, the receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities or required by applicable law, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to disclosure and assists, at disclosing Party's cost, in obtaining an order to protect the information from public disclosure.

6.4. The Parties expressly acknowledge and agree that the injured Party will be entitled to seek immediate injunctive and other equitable relief from a competent court, without waiving any other rights or remedies available under this Agreement. Either Party is obligated to inform the other Party immediately in writing of any breach or threatened breach of this Section 7.

7. WARRANTY

7.1. Each Party hereby warrants and represents the following to the other Party: (a) that it has power and authority to execute this Agreement; (b) the execution, delivery and performance of, and the transaction contemplated by this Agreement, do not and will not conflict with any law, regulation, court order or judgment or arbitral award applicable to it or any other contract of agreement binding on it; (c) to the best of its knowledge, there is no action, suit or proceeding against it, pending before any court of law tribunal, judicial, quasi-judicial or administrative authority, which may affect its obligations hereunder; and (d) it holds and shall continue to validly hold, during the Term, all licenses and approvals required under applicable laws for performing this Agreement.

7.2. EXCEPT FOR THE WARRANTIES STATED IN THIS AGREEMENT, EITHER PARTY MAKES NO OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

8. INDEMNITY AND LIMITATION OF LIABILITY

9.1 Subject to the provisions of and limitations contained in this Agreement, each Party shall, immediately upon demand, fully and unconditionally indemnify, hold harmless and defend the other Party and its respective directors, officers and employees from and against any and all claims, losses (including reasonable legal costs and expenses on a full indemnity basis) or liabilities incurred or suffered by any of the aforementioned indemnified persons arising directly out of or in direct connection with this Agreement, or arising directly from any suit, action or proceeding by any third party against any of the indemnified persons, to the extent such claims, losses or liabilities was caused by the default of the indemnifying Party, its directors, officers and/or employees.

9.2 In no event shall either Party be liable to the other Party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the Party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such Party. In no event shall Licensor's liability to Licensee or any other person or entity arising out of or in connection with the Agreement or the Services exceed, in the aggregate, 1 month fee to be calculated on the basis of average of the total fees paid by the Licensee to Licensor in the 12 months immediately preceding the date on which such damage arose.

9. MISCELLANEOUS

9.1. The headings contained within this Agreement are provided for convenience only and are not part of this Agreement.

9.2. No Agency/ Partnership. The relationship between Licensee and Licensor is that of independent contracting parties and neither any Party nor its employees/agents shall have any authority to act, make representations or bind or contract on behalf of the other Party in any way.

9.3. Notice. Any notice issued under this Agreement shall be in writing and is deemed to be given when delivered personally or sent by registered post/ courier at the address mentioned above in this Agreement or at the below mentioned e-mail address of the Parties, in which case it shall be deemed delivered upon proper transmission from the senders e-mail address.
Licensor: rajesh@peoplestrong.com
Licensee: [insert e-mail address]

9.4. No Waiver. No delay or failure of either Party to detect, protest or remedy the other Party's failure to perform an obligation under this Agreement constitutes a waiver of the former Party's rights. No waiver of any rights or obligations of either Party is effective unless stated in writing and signed by both Parties. Such waiver is effective only for the specific purpose and instance stated in writing.

9.5. Force Majeure. Neither Party will be liable to the other for its failure to perform any obligations under this Agreement during any period in which such performance is rendered impracticable or impossible due to circumstances beyond its reasonable control, including acts of God, floods, earthquakes, riots or other hostilities, government or regulatory authority actions, provided that the Party experiencing the delay promptly notifies the other of the delay and takes reasonably necessary steps to resume full performance as soon as possible.

9.6. Dispute Resolution. In the event any controversy arises with respect to any of the terms and conditions of this Agreement or any matters connected herewith ('**Dispute'**), each of the Parties hereto agrees to attempt to resolve it upon mutual consultation and in good faith. In the event no amicable resolution or settlement is

reached and the Dispute cannot be resolved through good faith negotiations within a period of 45 days from the date of commencement of such mutual consultation, the Parties shall refer the Dispute to arbitration by a panel of 3 arbitrators, each Party nominating 1 arbitrator and the 2 arbitrators so appointed nominating the umpire. Such arbitrators shall be competent in any technical, employment law or other issues involved in the Dispute. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of the arbitration shall be New Delhi. The arbitration award shall be final and binding on both Parties. Each Party shall bear its own cost of arbiration, unless otherwise directed in the arbitrtral award. The arbitration shall be conducted in the English language.

9.7. <u>Governing Law and Jurisdiction.</u> This Agreement and all Disputes arising from or relating to performance under this Agreement shall be governed by the laws of India, and subject to the dispute resolution mechanism stipulated at Article 10.6, the Courts at New Delhi shall have exclusive jurisdiction on any matters relating to this Agreement.

9.8. <u>Assignment.</u> The Licensee shall have the right to assign this Agreement to any third party with prior written intimation to the Licensor. However, the Licensee shall not assign this Agreement to any third party who is a competitor of Licensor. For the purpose of this clause, "**competitor**" means any person, whether incorporated or not, which is engaged in similar or same business as that of the Licensor. Further, the Licensor may, with prior written intimation to the Licensee, assign this Agreement to any affiliate or to any third party acquiring the whole or substantially the whole of

Licensor's business. Any attempted assignment in contravention of the above provisions shall be void and ineffective.

9.9. <u>Sub-contracting.</u> The Licensor may, in its sole discretion and for performance of the Services, appoint third party contractor(s) to support it in the required areas.
Further, the Licensor assumes any and all responsibility for the actions undertaken by such third party contractors on behalf of the Licensor hereunder.

9.10. <u>Severability.</u> If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue to be in full force, provided that the mutuality of the respective obligations under the Agreement is not adversely affected.

9.11. <u>Counterparts.</u> This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

9.12. <u>Entire Agreement.</u> This Agreement constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

IN WITNESS, THE AUTHORIZED OFFICERS OF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE MENTIONED.

ANNEXURE A – PEOPLESTRONG OFFERINGS

The below section provides a quick brief on each of the module offered by PeopleStrong.

For more details on the standard functionalities provided by any of the modules, please refer to this link:
https://marketing.peoplestrong.com/hubfs/PeopleStrong%20Solution%20Documents/Modulewise%20Features%20List.pdf

1. **TALENT ACQUISITION**

   1.1. **Recruit:** An Applicant Tracking System (ATS) platform that comes with 5 interfaces (Recruiter interface, Business interface, Employee interface, Vendor interface and Candidate interface) to enable seamless flow of processes between various stakeholders.

   It covers candidate tracking till offer letter acceptance. Once the offer letter is accepted, the candidate becomes a 'prospective hire' and further journey continues in the onboarding module.

   1.2. **Onboarding:**

   This module continues candidate's journey post offer letter acceptance.

   It allows configuration of various checklists – pre-joining, joining and post-joining wherein different tasks can be assigned to various stakeholders and can be tracked and processed accordingly.

   Prospective hire onboarding portal is available to candidates to fill in joining details & statutory forms and download onboarding pass and appointment letter.

   1.3. **Digital Onboarding:**

   This offering is an 'add-on' to the onboarding module that elevates candidates' experience by enabling quick validation of the documents and details.

2. **CORE HR**

   2.1. **HRIS:**

   This module provides the single source of truth for all your HR data. Employee details and documents along with organization policies are part of this module.

   2.2. **Position Management:**

   This module drives manpower control in the organization.

   2.3. **Employee Lifecycle:**

   This module comprises of workflows for lifecycle events in employees' journey – confirmation, transfer and promotion. Contract management (for contractual employees) is also part of this module.

2.4. <u>Exit:</u>

This module covers workflows for various exit types – voluntary, involuntary, absconding, demise, and retirement. 'Suspension' workflow is available as well.

3. WORFORCE MANAGEMENT

3.1. <u>Leave:</u>

Various leave types get configured in this module. Employees can apply for leave and check status. Approval workflow, email notifications are available.

3.2. <u>Attendance:</u>

Shifts and roster management, attendance marking through system and mobile app (geofencing & geotagging), attendance regularization, OT and Comp-off are some of the key aspects that get covered in this module.

4. PAYROLL & EXPENSES
4.1. <u>Payroll:</u>

Configurable payroll engine to streamline all the payroll inputs, processing and outputs (statutory reports, challans, JV, Bank advice, etc.). Payroll ESS (Employee Self Service) is also available for employees to do tax declarations, submit proofs, view pay slips, etc.

4.2. <u>Loans, Advances and Variable Inputs (LAV):</u>

This add-on module to 'Payroll' provides workflow enabled access to employees to request loans & advances. Managers also get the access to upload variable inputs in the system with maker-checker option.

4.3. <u>Expenses:</u>

Provides access to employees to apply for non-ctc reimbursements and keep track of the application status online.

5. TALENT MANAGEMENT
5.1. <u>Performance:</u>

Goals and appraisal cycles management, normalization process, bell curve, 9 box, continuous feedback, multi-rater feedback, etc. are some of the key aspects covered under this module.

5.2. <u>Learning:</u>

This module allows learning admins to create various kind of courses – Trainings, assessments, surveys, learning paths and users to consume such courses on web/mobile. Budget management, Course Catalogue, Training Calendar, Competency tagging, Discussion board, etc. are the main features of this module.

5.3. <u>Succession:</u>

Managing successors pipeline for critical people or critical roles along with succession development plans are the main offerings in this module.

5.4. Career & Skills:

This module lets employees view recommended and probable career paths for them. 'Skill gap identification', 'development plans', 'Talent programs', 'Talent Market Place' are some of the key aspects of this module.

5.5. Compensation:

This module provides step by step wizard for managing salary increments. Defining budgets, thresholds, simulations, internal salary benchmarking, etc. are some of the key features of this module.

6. EXPERIENCE

6.1. Collaboration:

Platform for employees to securely discuss and share business documents one on one or in groups. Task assignment, Appreciation, Polls within a group are also part of the offering.

6.2. Jinie Chatbot:

Jinie is an AI enabled chatbot that helps employees with quick responses to frequently asked queries & defined use-cases for the modules in scope.

6.3. Gen AI:

Multiple uses cases embedded across the talent life cycle, to leverage Gen AI capabilities to enable quick actions and enhance user experience.

7. ANALYTICS

Analytics platform gathers data across modules through data lake and provides meaningful dashboards.

8. BUILDER APPLICATIONS

PeopleStrong Builder is a PaaS platform that enables creation of quick screens and forms with HRIS masters' linkage and with configurable workflows. This platform helps create quick applications with minimal coding requirements.