



Master Service Agreement

This Master Service Agreement (the "Agreement") is a binding contract and governs the use of and access to the Services (defined hereinafter) provided by Amnic Inc. ("Amnic"). By accepting this Agreement, either by accessing or using a Service provided by Amnic, the customer ("Customer", "You", "Your") agrees to be bound by this Agreement as on the date of such access or use of the Services ("Effective Date")

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY THAT WILL BE RECEIVING AND USING OUR SERVICES, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" OR "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Customer and Amnic are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definition

1.1.1. "Affiliate" means an entity which, 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;

1.1.2. "Agreement" shall mean this agreement and any mutually agreed modifications thereto including all Schedules attached hereto, as may be modified subsequently;

1.1.3. "Applicable Laws" shall mean to include all applicable provisions of laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or governmental authorities and all orders and decrees of all courts;

1.1.4. "Execution Date" means the date of execution of the Agreement;

1.1.5. "Intellectual Property Rights" or "IPR" means and includes patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in goodwill, rights in designs, rights in computer software, product, machine learning algorithms, platform (front end and back end), source code of software, database rights, rights in Confidential Information (including know-how and trade secrets) whether registered or unregistered and including all applications (and rights to apply for such rights as mentioned under this paragraph), and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection, in any part of the world;

1.1.6. "Services" shall mean the services ordered by the Customer as per the Service Order.

1.1.7. "Service Order" shall mean an ordering document which specifies the Services to be provided by Amnic to the Customer, which includes the descriptions and specifications of the services. Once a Service Order is signed by both Parties, it shall be incorporated to the term of this Agreement.

1.2. Interpretations

1.2.1. In this Agreement, the headings are used for convenience and ease of reference and are not to be construed in the construction or interpretation of any provision of this Agreement.

1.2.2. In this Agreement, unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other gender.

1.2.3. In this Agreement, unless the context specifies otherwise, references to the Recitals, Clauses and Schedules shall be deemed to be a reference to the recitals, clauses and schedules of this Agreement.

1.2.4. References to any enactment are to be construed as referring also to any amendment or re-enactment (whether before or after this Agreement becomes effective), any previous enactment, which such enactment has replaced (with or without amendment), and to any regulation or order made under it.

1.2.5. Reference in this Agreement to any statute or regulation made using a commonly used abbreviation, shall be construed as a reference to the short title of the statute or full title of the regulation.

2. SCOPE OF THIS AGREEMENT

Amnic agrees to provide certain services (such as but not limited to support, logistics, infrastructure and any other services as per the requirements of the Parties, individually and together known as the "Services") to effectively perform the scope of work set out in detail in the Service Order. In the event the Customer requests additional services, the scope of such

additional services shall be as mutually agreed in writing by the Parties and shall be governed by this Agreement or by way of addendum to this Agreement.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PARTIES

Each Party hereby represents and warrants that:

- 3.1. it has the legal right, power and authority to enter into, deliver and perform this Agreement and any other documents executed in connection with or pursuant thereto;
- 3.2. it is duly incorporated/constituted, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated/constituted;
- 3.3. it shall comply with all the Applicable Laws relating to performance of the obligations set forth under this Agreement;
- 3.4. there is no impediment or restriction, whether under law, judgement, order, award, contract or otherwise, that would prevent it from entering into and/or performing any obligations set forth in this Agreement;
- 3.5. it shall not engage in any activity that is misleading, illegal, or fraudulent;
- 3.6. it shall not engage in any activity which violates any Applicable Laws, rules and regulations;
- 3.7. it shall not do or cause to be done anything, which is prejudicial to the interest of the other Party or whereby the business or reputation of other Party may be injured or damaged;
- 3.8. it will provide information relevant to the Services, which is reasonably required by the other Party for the purpose of providing the Services in a timely manner.

4. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained in the Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner whatsoever between the Parties. The Parties are entering into this Agreement on a non-exclusive basis.

5. TERM AND TERMINATION

- 5.1. Term: This Agreement shall be valid from the Effective Date and shall continue in effect unless terminated pursuant to the provisions of this Agreement ("Term").
- 5.2. Termination: Either Party may terminate this Agreement without cause, by providing the other Party a prior written notice of at least 30 days.

5.3. Termination for cause: Notwithstanding anything contained under this Agreement, either Party may terminate this Agreement with immediate effect, if the other Party materially breaches any of its representations, warranties, covenants, terms and conditions of this Agreement and such breach is not cured, within 7 (seven) business days after receipt of written notice of the breach from the other Party. Nothing herein shall restrict either Party's right to terminate this Agreement by written notice with immediate effect in case the other Party's acts and omissions are in violation of Applicable Law, without any obligation or liability whatsoever.

5.4. Consequences of Termination: Upon termination of this Agreement:

Each Party shall return to the other Party all things belonging to the other Party;

Termination of this Agreement, howsoever occasioned, shall be without prejudice to the rights and obligations incurred prior to the date of such termination and accounts between the Parties shall be promptly settled; and

Any rights or obligations of the Parties existing at the time of expiration or termination, which, by their nature, survive the expiration or termination of this Agreement and such other provision as specifically identified in this Agreement, shall survive.

6. FEES, PAYMENT AND INVOICING

6.1. In consideration of receipt of Services under this Agreement, Customer undertakes to pay Amnic the fees as detailed in the Service Order ("Fees").

6.2. Amnic shall raise the invoice, by 15th day of every month for the Services provided and Customer shall verify the invoice submitted by Amnic promptly and release the payments within 15 (fifteen) days from the date of submission of invoice. It is hereby clarified that the payment shall be settled on monthly basis.

6.3. All payments to be made in terms of this Agreement will be subject to the deduction of applicable taxes at source as per the Applicable Law.

6.4. All invoices raised by Amnic must be issued in accordance with Applicable Laws. Each Party shall comply with its respective tax obligations under Applicable Law.

7. CONFIDENTIALITY

7.1. The Receiving Party agrees to keep all technical and non-technical information, which the Disclosing Party may have acquired before or after the date of this Agreement in relation to the technology, customers, business, operations, financial conditions, assets or affairs of the Disclosing Party resulting from negotiating this Agreement; or exercising its rights or performing its obligations under this Agreement; or which relates to the contents of this Agreement (or any agreement or arrangement entered into pursuant to this Agreement), including but not limited to business plans, business forecasts, research, technology and financial information, procurement requirements, purchasing requirements, manufacturing, customer lists, sales and merchandising

efforts, marketing plans, experimental work, development, design details, specifications, engineering, copyrights, trade secrets, proprietary information, know-how, processes, equipment, algorithms, software programs, software source documents, and information in any way related to the current, future and proposed business, products and services of the Disclosing Party confidential or any other information designated as confidential from time to time ("Confidential Information"). For sake of clarity, the party divulging Confidential Information herein is referred to as the Disclosing Party and the recipient of such Confidential Information is referred to as the Receiving Party.

7.2. Notwithstanding anything in the foregoing to the contrary, confidential information shall not include information which: (i) was known by the Receiving Party prior to receiving the confidential information from Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to the Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

7.3. The Receiving Party and its principals, officers, employees, agents, and advisors (herein collectively referred to as the "Representatives") shall treat in the strictest confidence all information provided to the Receiving Party by the Disclosing Party which is stated by the Receiving Party to be confidential or not unless the information is in the public domain, and shall not, without the prior consent of the Disclosing Party, use such information for any purpose other than furnishing the obligations in accordance with the terms of this Agreement.

7.4. Any actual or threatened breach of this Clause may cause the Disclosing Party irreparable injury and the monetary damages may not be an adequate remedy for such a breach. In the event of an actual or threatened breach, the Disclosing Party shall be entitled to injunctive relief in any court of competent jurisdiction restraining the Receiving Party from violating the terms hereof or from disclosing any Confidential Information to any person.

7.5. Upon termination or expiry of this Agreement, the Receiving Party agrees to deliver, transfer and return all copies of Confidential Information in its possession or within its control to the Disclosing Party. Alternatively, the Receiving Party may, with Disclosing Party's consent, erase and/or destroy all Confidential Information in its possession, in which case an officer of the Receiving Party will certify in writing that all such Confidential Information has been so erased or destroyed. The requirements of confidentiality as set forth in this Agreement shall survive the destruction or return of the Confidential Information.

8. INTELLECTUAL PROPERTY

8.1. It is hereby clarified that all the Intellectual Property Rights belonging to a Party including prior to the execution of this Agreement shall remain vested in that Party.

8.2. Notwithstanding anything contained in this Agreement or otherwise, the Intellectual Property Rights of Amnic including all rights, title and interest in and to any product developed

under this Agreement, including but not limited to all hardware, software and other components required for such purpose, and all such related IPR shall at all times vest with Amnic.

8.3. Neither Party shall be entitled to any ownership or any other right on the IPR of the other Party and shall undertake not to put the other Party's IPR to any use other than for the Services or in breach of this Agreement in any manner. Neither Party shall use it, disclose or allow the use of the other Party's IPR by any third party nor shall it have any claim or right whatsoever therein.

8.4. Any breach of this provision shall be considered as a material breach of this Agreement and either Party shall be entitled to seek injunctive or other equitable relief, in addition to other remedies available to it under law.

9. INDEMNITY AND LIMITATION OF LIABILITY

9.1. Each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party and its Affiliates, directors, officers and representatives ("Indemnified Parties") from and against any and all liability suffered or incurred (including but not limited to liabilities, judgments, losses, claims, damages, costs and expenses, including attorney fees and expenses) or any other loss that may occur, arising from or relating to inadequate performance, non-performance, any fraudulent activities, provision of deficient services or breach by the Indemnifying Party of any of the terms, conditions, responsibilities, warranties and other provisions contained in this Agreement.

9.2. Notwithstanding anything contained in this Agreement or otherwise, neither Party shall be liable for any, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary. The total aggregate liability of each Party under this Agreement whether in contract (including in respect of the indemnity), tort (including negligence or breach of statutory duty, obligation/s), misrepresentation or otherwise for any consequential, incidental, indirect, special, punitive or other such loss or damage, including but not limited to those such as resulting from loss of profits, loss of business, depletion of goodwill, or other similar losses however arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid to Amnic until such date the claim arose.

10. MISCELLANEOUS

10.1. Assignment: Neither Party shall assign any right or interest under this Agreement, or delegate any work or other obligation to be performed or owed by it under this Agreement without the other Party's prior written consent.

10.2. Severability: If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be valid and enforceable and the Parties shall negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the Parties.

10.3. No Waiver: This Agreement may not be altered, modified, or amended in any way except in writing signed by both Parties. The failure of a Party to enforce any provision of the Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

10.4. Entire Agreement: This Agreement and the attachments hereto represent and constitute the entire agreement between the Parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the Parties.

10.5. Dispute Resolution: This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware applicable to contracts made and to be performed entirely within such jurisdiction. Each of the Parties hereto submits to the exclusive jurisdiction of the courts of Delaware in connection with any suit, action or proceeding with respect to this Agreement and the transactions contemplated hereby.

10.6. Survival: Clauses 5 (Term & Termination), 7 (Confidentiality), 9 (Indemnity), 10 (Miscellaneous) and other such rights and obligations that by their nature survive the termination of this Agreement shall continue to bind the Parties even subsequent to the termination of this Agreement.

10.7. Force Majeure: Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by any of the following: fire, flood, earthquake or acts of God or terror; riots, civil disorders, rebellions; strikes, lockouts, government legislations; ("Force Majeure") if the Party makes reasonable efforts to perform the obligations mentioned in this Agreement. Either Party may terminate the Agreement on written notice to the other Party if the Force Majeure Event continues more than 30 (thirty) days.

10.8. Notice: Any notice or communication (collectively, "Notice") to be given hereunder to any Party shall be in writing, and shall be given by hand delivery or mail, post, courier or telegram to the Party to which it is given at (a) Customer's address, mentioned in party description hereto, in case the notice is to Customer, and (b) Registered office address of Amnic, mentioned in Party description in case notice is to Amnic or (c) at such other address as such Party shall have designated by the prior Notice to the Party giving such Notice. Any Notice given as above shall be deemed to have been delivered and served fully on the Party to whom given, in case of hand delivery when actually delivered, in case of mail or telegram, post or courier within 3 (three) days of dispatch of such Notice.