

*THIS AGREEMENT GOVERNS YOUR USE OF OUR SERVICES.*

*BY ACCEPTING THESE TERMS OF SERVICE, EITHER BY REGISTERING ON THIS WEBSITE OR BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM OR ANY OTHER DOCUMENTATION THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, 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 “SUBSCRIBER” 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.*

*IF YOU REGISTER FOR A FREE TRIAL OR FREE ACCOUNT FOR OUR SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR FREE ACCOUNT.*

*Keka and subscriber are each a "party", and together are "parties" to this agreement.*

*This Agreement is effective between KEKA and SUBSCRIBER as of the date of SUBSCRIBER acceptance of this Agreement.*

*The parties hereby agree to the following with respect to SUBSCRIBER use, and KEKA's provision, of the Service (as defined below):*

## **1. Definitions**

- 1.1 “Account-Related Information”** means data that Keka collects from the Subscriber for account management, billing, authentication, customer support, and service improvement. This includes but is not limited to the Subscriber's name, contact details, payment details, subscription plan, usage metrics, and communication records with Keka.
- 1.2 “Agreement”** means this Master Subscription Agreement, including all schedules, exhibits, Order Forms, and addenda, as amended from time to time.
- 1.3 “Authorized User”** shall mean an individual user authorized by the Subscriber to access and use the Keka Platform pursuant to this Agreement and shall include the Subscriber's employees, contractors, consultants, agents, or any other personnel explicitly authorized by the Subscriber.
- 1.4 “Confidential Information”** refers to all non-public information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), including, but not limited to, the terms of this Agreement, pricing, business strategies, technical information, subscriber data and any documentation and communication related to the Services. Confidential Information excludes information that (a) is or becomes publicly available without breach of this Agreement, (b) was known to the Receiving Party prior to disclosure, (c) was lawfully obtained from a third party without restriction, (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information or (e) has been approved to be disclosed by the Disclosing Party.
- 1.5 “Intellectual Property Rights”** means any and all rights, arising under patent law, copyright law, trademark law, trade secret law, treaties or any other applicable intellectual property laws in any jurisdiction, whether registered or unregistered.

- 1.6 “Keka Platform”** means Keka’s software-as-a-service and subscribed to under an Order Form.
- 1.7 “Keka Service Credits”** means the subscription fee paid by the Subscriber and credited into the Keka Wallet. One (1) Keka Service Credit shall be equivalent to one (1) currency unit to be used to access the Services.
- 1.8 “Keka Wallet”** means a semi-closed prepaid instrument issued by Keka that can be used by the Subscriber against Services on the Keka Platform.
- 1.9 “Order Form”** means the documents specifying the Services that the Subscriber avails.
- 1.10 “Services”** means Keka's proprietary cloud-based platform and any new Services that Keka may introduce and to which Subscriber may subscribe to, and any updates, modifications, and improvements, thereto, including the API, Software, and related documentation, whether individually or collectively.
- 1.11 “Subscriber Content”** means any data, information, documents, or other materials that Subscriber or its Authorised Users’ input, submit, upload or process using the Keka Platform and includes any other content generated by Keka on behalf of the Subscriber in connection with the subscribed Services, excluding Account-Related Information and Subscriber Data. The Subscriber retains all ownership rights to Subscriber Content and Keka shall process such data only as necessary to provide the Services in accordance with this Agreement and applicable laws.
- 1.12 “Subscriber Input”** means any feedback and suggestions, provided by Subscriber or its employees or third-party service providers relating to Services.
- 1.13 “Subscription Period(s)”** means the period for which subscriber have agreed to subscribe to the Services as specified in the relevant Order Form.
- 1.14 “Usage Limits”** shall mean the limits on use of the Services based on the subscription plan purchased and Keka Service credits available in the Keka Wallet of the Subscriber.

## **2. Subscriber Responsibilities, and Restrictions**

- 2.1 Access to Services.** Subject to Subscriber’s compliance with this Agreement, Keka grants Subscriber a revocable, non-exclusive, non-transferable right to access and use the Services solely for its internal business purposes during the Subscription Period.
- 2.2 Subscriber Responsibilities.** Subscriber shall (a) Provide accurate, complete, and up-to-date information when accessing the Services (b) Ensure that each Authorized User is uniquely identified and complies with this Agreement (c) Use commercially reasonable efforts to prevent unauthorized access to the Services, including securing login credentials and monitoring usage (d) Comply with all Applicable Laws, including, but not limited to, data privacy regulations and intellectual property laws.
- 2.3 Usage Restrictions.** The Subscriber and its Authorized Users shall not, directly or indirectly: (a) Copying, modifying, distributing, sublicensing, transferring, selling, leasing, assigning, or otherwise exploiting the Keka Platform, including unauthorized access, reverse engineering, disassembly, or decompilation (except as permitted by law), or using it on behalf of third parties, such as in service bureaus or business process Services, without prior authorization. (b) Using the Keka Platform for competitive purposes, including benchmarking, competitive analysis, or developing competing products or Services. (c) Circumventing or attempting to circumvent Usage Limits specified in the Order Form or sharing Authorized User licenses among multiple individuals (except when reassigning to a new user). (d) Not use the Keka Platform for any unlawful, illicit,

or immoral purpose, including storing or transmitting harmful, defamatory, obscene, infringing, or privacy-violating material, or any malicious code, including hacking, phishing, or malware distribution. Nor interfere with, disrupt, compromise, or overburden the platform's security, infrastructure, system integrity, performance, or availability, including unauthorized data collection or tracking mechanisms. (e) Uploading or transmitting (or attempting to upload or transmit) any passive or active tracking mechanism, such as web bugs, cookies, spyware, tracking pixels, passive content monitoring systems (pcms), or similar devices, is also prohibited. (f) Removing, obscuring, or altering any proprietary or other notices contained in the Keka Platform.

3. **Fees and Payment Terms.** Fees are due and payable as on the invoice date unless otherwise agreed upon in writing. Any invoice disputes shall be raised within five (5) days of receipt. Fees are non-refundable whether or not the Keka Platform is actively being used. Late payment are subject to interest at a rate of 1% per month or the highest rate permitted by law, whichever is lower. Additional charges will apply for additional purchases or usage in excess of the purchased subscription(s). The Subscriber shall be responsible for all applicable taxes (any sales tax, use tax, value added tax, goods & service tax or any other similar tax) calculated on an ad valorem basis.
4. **Pricing.** The parties hereby agree that the price stipulated in this Agreement shall remain fixed for a period of one (1) year from the effective date of this Agreement. Thereafter, there will be an upward revision of 10% per annum, year on year, unless otherwise specified in the Order Form.
5. **Data Protection.** To the extent we process Account-Related Information and Customer Content on your behalf, the Data Protection Addendum ("DPA") on the website of the Company shall apply and is incorporated by reference into this Agreement.
6. **Confidentiality.** (a) Each Party agrees to maintain the confidentiality of the other Party's Confidential Information using at minimum the same degree of care it uses to protect its own information, but no less than reasonable care and shall not disclose to any third party except with accordance to this clause. (b) Either Party may disclose Confidential Information to its employees, agents, affiliates, advisors, contractors, and service providers on a need-to-know basis, provided such recipients are bound by confidentiality obligations that are at least as restrictive as those set forth in this section. (c) If required by law, the Receiving Party may disclose Confidential Information after providing reasonable notice to the Disclosing Party (unless prohibited by law) and seeking protective measures. (d) The Receiving Party shall not use Confidential Information except as necessary to perform its obligations or exercise its rights under this Agreement. (e) Any disclosure of Confidential Information in accordance with this clause shall require prior written notice to the other party.
7. **Third Party Services.** Certain functionalities on the Keka Platform may involve integrations with third-party tools, software, or Services ("Third-Party Services"). Their use is subject to the respective terms and conditions of such third parties and, Keka makes no representations or warranties regarding Third-Party Services and disclaims all liability for any interruptions, errors, or damages arising from their use. Subscriber may opt out of certain Third-Party Services by adjusting account settings or by notifying Keka in writing. If Subscriber elects to integrate Third-Party Services that require the transfer of Subscriber Data, Subscriber acknowledges and agrees that Keka shall not be liable for any data processing by such third parties.
8. **Rights and Licenses.** (a) Keka owns all rights, title, and interest in the Keka Platform and its Intellectual Property Rights, including updates, modifications, and derivative works, whether created by Keka or on its behalf. This Agreement does not grant the Subscriber any additional rights to Keka's Intellectual Property. (b) Subscriber grants Keka a perpetual, royalty-free license to use any Subscriber Input provided, including for sublicensing and integration into Keka Services. (c) Keka may collect and use non-identifiable Usage Data from the Subscriber's use of the Services for improvement, marketing, and operational purposes. (d) Promotional Rights: Subscriber agrees that Keka may refer Subscriber's name, trademarks, logos, Feedback, comments, suggestions, case

studies, testimonials, name and pictures of individual issuing testimonials or comments in its marketing, advertising, customer references and website.

**9. Limitation of Liability.** Neither Party will be liable to the other for any indirect, wilful, punitive, incidental, exemplary, special or consequential damages. Either Parties liability, under no circumstance, shall exceed value of aggregate of all amounts paid by the Subscriber to Keka in the last twelve (12) months preceding the first event giving rise or during the Subscription Period, whichever period is lower, to such claim or action.

**10. Warranty by Keka.** Keka warrants that during the Subscription Period, the Keka Platform will function as per Agreement and applicable documentation and will be free from any material defects that hinders the intended use. Keka will implement safeguards to protect the security and confidentiality of Subscriber Data. In case of any breach of warranty listed in this Section, the Subscriber shall be entitled to sole and exclusive remedies against Keka as per the Agreement.

**11. WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PROVIDES ITS SERVICES ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, INCLUDING ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WHILE THE COMPANY STRIVE FOR A SEAMLESS EXPERIENCE, IT CANNOT GUARANTEE UNINTERRUPTED ACCESS, ERROR-FREE FUNCTIONALITY, MALICIOUS CODE, VIRUSES, DATA LOSS OR CYBERATTACKS OR SPECIFIC OUTCOMES. ANY USE OF THE KEKA PLATFORM INVOLVES CERTAIN INHERENT RISKS. KEKA IS NOT LIABLE FOR DELAYS, INTERRUPTIONS, OR ISSUES ARISING FROM THE INTERNET, ELECTRONIC COMMUNICATIONS, OR SYSTEMS BEYOND ITS REASONABLE CONTROL.

## **12. Indemnification**

**12.1. Mutual Indemnification.** The Parties agrees to defend, indemnify and hold harmless each other's directors, officers, employees, affiliates, agents, and representatives against any third-party claims, including direct liabilities, damages, fines, costs, expenses, and reasonable attorneys' fees arising from: (a) business operations, (b) breach of this Agreement, and (c) gross negligence or wilful misconduct. Additionally, breaches of confidentiality, non-use, or other obligations under this Agreement causing irreparable harm entitle the affected Party to seek injunctive relief or specific performance, in addition to any other available remedies.

**12.2. Excluded Claims.** Keka shall not be liable for any third-party claims, including IP infringement, arising from: a) Changes made to the Keka Platform by the Subscriber or at the Subscriber's direction. b) Use with unauthorized hardware, software, or Services where the claim would not have occurred otherwise. c) Use outside the Agreement's scope or in violation of applicable laws. d) Any claims related to Subscriber's data, including IP infringement, privacy violations, or unlawful content.

**12.3. Conduct of Claims.** The indemnified Party shall promptly notify the indemnifying Party of any indemnity claim. Delayed notice does not waive obligations unless it demonstrably prejudices the indemnifying Party. The indemnified Party shall provide reasonable cooperation and information at the indemnifying Party's cost. The indemnifying Party shall have sole authority over the defense and settlement of third-party claims. If it fails to act within 30 days of notice, the indemnified Party may take necessary steps at the indemnifying Party's reasonable expense. The indemnified Party shall not admit liability or settle without the indemnifying Party's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.

- 13. Term.** This Agreement shall commence on the Effective Date and remain in effect for a term of three years, until terminated, in accordance with the termination provisions of this Agreement (“Term”). Prior to the expiry of the term, the Parties shall mutually agree in writing the duration of the renewal term and the revised commercial terms.
- 14. Termination.** Either Party may terminate this Agreement for cause by providing 30 days’ written notice to the other party in the following cases: (a) Material Breach – If the other Party materially breaches this Agreement and fails to remedy the breach within the notice period. (b) Other Grounds – If the other Party: (i) Enters into an unauthorized Agreement with creditors or initiates winding-up proceedings (except for legitimate restructuring). (ii) Is reasonably suspected of engaging in illegal activities or acts prejudicial to the other Party’s interests. (iii) Engages in misconduct, fraud, dishonesty, or misuse of the Software or other property. (iv) Breaches any representations or warranties under this Agreement. (v) Ceases or threatens to cease business operations.
- 15. Refund.** Upon termination by the Subscriber in accordance with clause 14, Keka will refund any prepaid fees on a pro-rata basis for the remaining Subscription Period. However, termination does not relieve the Subscriber from payment obligations, if any.
- 16. Retrieval of Subscriber Data.** Upon termination, Keka will provide Subscriber limited access to the Keka Platform for up to thirty (30) days, at no additional cost, solely for purposes of retrieving Subscriber Data. After this period, unless legally required, Keka may delete the Subscriber Data but may retain backup copies until scheduled for deletion. Subscribers can request earlier removal of backups in writing.
- 17. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Hyderabad, Telangana, India, excluding its conflict of law principles.
- 18. Arbitration.** In the event of any dispute or difference between the parties arising out of this Agreement, The management of the Parties hereto shall use their best endeavours to settle the dispute amicably, by mutual negotiation within 30 (Thirty) days of initiating such negotiation. In the event of any dispute arising out of or in connection with the present agreement, including any question regarding its existence, validity or termination, the parties shall refer the same for arbitration to be finally resolved under the administration of International Arbitration and Mediation Centre (“IAMC”) in accordance with the Arbitration Rules of International Arbitration and Mediation Centre (“IAMC Rules”) for the time being in force. The seat of Arbitration shall be Hyderabad\_. The Tribunal shall consist of one arbitrator appointed in accordance with the said Rules. The language of the arbitration proceedings shall be English. The law governing the agreement shall be Indian Laws.

## **19. General Provisions**

- 19.1. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 19.2. Amendments.** Any amendments or modifications must be in writing and signed by authorized representatives of both Parties.
- 19.3. Notices.** Unless expressly stated otherwise, all notices under this Agreement must be in writing. Notices to Keka must be sent addressing Legal Department at [legal@Keka.com](mailto:legal@Keka.com).
- 19.4. Change of Control.** A ‘Change of Control’ refers to any event in which (a) more than 25% of the voting stock or ownership interest of the Subscriber is transferred; or (b) the Subscriber merges with or is acquired by another entity. In the event of an anticipated Change in Control, Keka shall receive written notice at least 30 days prior to its effective date Keka shall not unreasonably withhold its consent to such Change of Control, provided that the new controlling entity agrees to

be bound by the terms of this Agreement. If consent is not granted, Keka may terminate the Agreement upon 15 days' notice.

- 19.5. No Third-Party Beneficiaries.** The terms of this Agreement are binding solely on the Parties, their successors, and permitted assigns. Nothing in this Agreement, whether expressed or implied, creates any rights, benefits, or remedies for any individual or entity other than the Parties, their successors, and permitted assigns.
- 19.6. Force Majeure.** Neither Party shall be liable for delays or failures in performance due to causes beyond its reasonable control, including but not limited to natural disasters, government actions, wars, riots, strikes, lockouts, other concerted acts of workmen or acts of God. A Party invoking force majeure shall promptly notify the other Party in writing, providing full details of the cause or event, along with the date of its first occurrence, as soon as reasonably possible. The affected Party must keep the other Party updated on developments and make all reasonable efforts to resolve the cause of non-performance. Once the impediment is removed, both Parties shall promptly resume their obligations under the Agreement. The Subscriber shall have the right to terminate the Agreement if force majeure continues for thirty (30) days.
- 19.7. Anti-corruption.** Each party shall comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.
- 19.8. Assignment.** Neither party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Keka.
- 19.9. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any Applicable Law from time to time: (a) such provision will be fully severable from this Agreement; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.
- 19.10. Waiver.** Except as otherwise provided in this Agreement, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.
- 19.11. Surviving Provisions.** Sections "Confidentiality," "Fees and Payments," "Warranty Disclaimers," "Limitation of Liability," "Indemnification," "Termination," "Surviving Provisions" and "General" shall survive termination of this Agreement up to 3 years from date of termination of this Agreement or any cause of action post termination, whichever is later.
- 19.12. Interpretation.** No provision of this Agreement shall be construed against one Party by reason of being deemed the "author" of the Agreement. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the terms of this Agreement.