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This Software Product is protected by copyright laws as well as other intellectual property laws. This Software Product is licensed, not sold.

End User License Agreement

This End User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Elegant MicroWeb Technologies Pvt. Ltd. (hereinafter referred to as "Company") covering your use of **SmartenApps for Tally – Mobile App and Web Portal (www.SmartenApps.com)** (hereinafter referred to as "Software Product" or "Software") provided with this EULA. The Software Product includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. Use of any software and related documentation provided to you by the Company in whatever form or media, will constitute your acceptance of these terms, unless separate terms are provided by the software supplier, in which case certain additional or different terms may apply. If you do not agree with the terms of this EULA, do not download, install, copy or use the Software. By installing, copying or otherwise using the Software Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, the Company is unwilling to license the Software Product to you.

1. Eligible Licensees.

This Software is available for license solely to Software owners to be used in accordance with the terms of the license purchased, with no right of duplication or further distribution, licensing, or sub-licensing. IF YOU DO NOT OWN THE SOFTWARE, THEN DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE.

2. License Grant.

The Company grants to you a non-exclusive, non-transferable, worldwide Software-As-A-Service (SAAS) license to use the current version of the Software provided with this EULA. This license allows you to use the Software installed on a Server Environment which is hosted by or on behalf of Elegant MicroWeb Technologies Pvt. Ltd. Company reserves the right to change the Server Environment from time to time as it may deem fit.

You shall have following options under this agreement:

- (a) To purchase other licenses and/or add-ons in future at any time during the term of this EULA by paying appropriate License Fee as decided by the Company; and
- (b) To reduce the number of licenses and/or add-ons already purchased by you in future at any time during the term of this EULA. In case you unsubscribe before completion of the then current term, Company

shall not be obligated to refund the unused amount of License Fees to you. However, you shall not be charged for the unsubscribed licenses and/or add-ons in the following term

3. License Restrictions.

The Software contains copyrighted material, trade secrets and other proprietary material. You shall not:

- (a) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Software;
- (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violative of third party rights;
- (c) No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- (e) interfere with or disrupt the integrity or performance of SAAS;
- (f) attempt to gain unauthorized access to SAAS or its related systems or networks;
- (g) merge the Software with any other software or documentation;
- (h) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software;
- (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Company's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Software or on any copies made in accordance with this Agreement;
- (j) use, or authorize or permit the use of, the Software except as expressly permitted herein
- (k) use this Software to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- (l) This service is provided as is. You are expected to thoroughly check the applicability of the software for your needs and requirements before using it for business purposes.
- (m) This service is hosted on a third party server and we do not guarantee an uptime or minimum downtime

4. Copyright.

The Software is licensed, not sold. You acknowledge that no title to the intellectual property in the Software is transferred to you. You further acknowledge that title and full ownership rights to the Software will remain the exclusive property of the Company, and you will not acquire any rights to the Software, except as expressly set forth above. All copies of the Software will contain the same proprietary notices as contained in or on the Software. All title and copyrights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product, are owned by the Company or its suppliers. The Software Product is protected by copyright laws and

other intellectual property laws. You may not copy the printed materials accompanying the Software Product.

5. Term and Termination.

This Agreement shall be effective for the Initial Term and shall automatically renew and continue in effect thereafter for each Renewal term as agreed between the parties hereto (collectively “the Term”) unless either Company or you terminate this agreement pursuant to this Section 5 of this agreement.

This Agreement shall be terminated:

- (a) at the end of the then current Term; or
- (b) in the event of a material breach of this Agreement by you or Company; or
- (c) in the event of termination at any time during the term of Agreement by Company or you.

Without prejudice to any other rights, the Company may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, your right to use the Software and the rights to use the files produced using the Software by third parties terminates automatically and you must then destroy all copies of the Software in your possession.

You may terminate this Agreement, upon completion of the Initial Term, at any time by unsubscribing to SAAS from the official website of the Company or by requesting Company to cancel your subscription to SAAS and Company shall not be obligated to refund any remaining portion of License Fees paid by you.

On termination of the agreement all data stored by you for use on our product will be irrevocably lost. It is in your best interest to maintain appropriate back up on your own systems.

6. Limited Warranty.

- (a) Company warrants that Software will conform, as to all substantial operational features, to Company's current published specifications when installed.
- (b) You must notify Company in writing, within seven (7) days of delivery of the Software to you (not including delivery of any subsequent modifications to the Software), of your claim of any defect in the Software. If the Software is found defective by Company, Company's sole obligation under this warranty is to remedy such defect in a manner consistent with Company's regular business practices.
- (c) COMPANY DOES NOT WARRANT THAT: (A) THE OPERATION OF THE SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT FUNCTIONS CONTAINED IN THE SOFTWARE WILL OPERATE IN COMBINATIONS OF SOFTWARE OR HARDWARE THAT MAY BE SELECTED FOR USE BY YOU; (B) THE SOFTWARE WILL BE FREE OF VIRUS, TROJANS OR OTHER SUCH HARMFUL CONTENT; (C) THE SOFTWARE IS INCAPABLE OF BEING HACKED; (D) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR (E) ANY RESULTS, OUTPUT, OR DATA PROVIDED THROUGH OR GENERATED BY THE SOFTWARE WILL BE ACCURATE, UP-TO-DATE, COMPLETE OR RELIABLE.

- (d) If any modifications are made to the Software by you during the warranty period, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to your errors or systems changes shall be billed at Company's standard time and material charges.
- (e) You agree that Company's liability arising out of contract, negligence, strict liability in tort or warranty shall not exceed the then current License Fees or License Fees payable by you for three (3) months, whichever is lower, for the Software.
- (f) Company shall disclaim all warranties provided to you under this agreement after three (3) months from the date of Sign-up.
- (g) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY COMPANY. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, RELATING TO THIS AGREEMENT AND THE SOFTWARE AND ANY SERVICES PROVIDED TO YOU, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. Limitation of Liability.

- (a) Company shall not be responsible for any activity occurring in connection with your use of SAAS, and you shall abide by all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data. You shall notify Company immediately of any other known or suspected breach of security.
- (b) YOU AGREE THAT SAAS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS CAUSED DUE TO INHERENT NATURE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR TRANSFER OF SERVER ENVIRONMENT OR OTHER SOFTWARE OR NETWORK OR HARDWARE OR INFRASTRUCTURE ISSUES AND COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- (c) COMPANY DOES NOT OWN ANY CONTENT THAT YOU SUBMIT TO SAAS. YOU, NOT COMPANY, SHALL HAVE SOLE LIABILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS, AND INTELLECTUAL PROPERTY OWNERSHIP OR RIGHT TO USE OF ANY DATA, INFORMATION OR MATERIAL, AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY CONTENT AND/OR USE OF CONTENT BY YOU.
- (d) IN NO EVENT WILL COMPANY, ITS EMPLOYEES, CONTRACTORS, AGENTS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS OF USE, DATA OR PROFITS, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, INCLUDING WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE SOFTWARE, OR ANY RESULTS OBTAINED FROM OR THROUGH THE SOFTWARE. COMPANY WILL NOT BE LIABLE FOR ANY HARDWARE OR PLATFORM OR NETWORK-RELATED OR SERVER ENVIRONMENT PROBLEMS ATTRIBUTABLE TO THE SOFTWARE OR CHANGES TO HARDWARE OR PLATFORM OR NETWORK CONFIGURATION OR SERVER ENVIRONMENT THAT MAY AFFECT THE PERFORMANCE OF THE SOFTWARE AND FOR THE DELAY IN DELIVERY, INSTALLATION OR FURNISHING OF LICENSED MATERIAL OR SERVICES UNDER THIS AGREEMENT.

- (e) Company shall not be liable for any hardware, infrastructure or any other services provided to you by any third party.
- (f) Company shall only be held liable for direct damages resulting from its failure to perform obligations under this Agreement. In no event shall the liability of Company for any damages exceed the then current License Fees or License Fees payable by you for three (3) months, whichever is lower, for the Software.

We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. Your Account and Accountability

Except to the extent caused by our breach of this Agreement, you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and we and our affiliates are not responsible for unauthorized access to your account.

Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

Your Security and Backup. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

Log-In Credentials and Account Keys log-in credentials and private keys generated by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services. "End User" means any individual or entity that directly or indirectly through another user: accesses or uses Your Content; or otherwise accesses or uses the Service Offerings under your account.

We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.

"Account Information" means information about you that you provide to us in connection with the creation or administration of your SAAS service account. Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your account.

8. FEES, TAXES

Service Fees. We calculate and bill fees and charges as per billing frequency in the plan chosen by you. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month on all late payments.

Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of all taxes. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

9. Maintenance and Support Services.

Company shall provide maintenance and support services, upon payment of License Fees by you, in connection to the Software, which includes automatic Software upgrades, during the term of your license for the Software.

Maintenance and support services under this agreement extend only to the Software free of any modifications and such services shall be rendered by Company from its location in Ahmedabad, India and not onsite. Maintenance and support services do not include and Company shall not be liable for any software or hardware employed by you to use and access SAAS hosted on the Server Environment. Company reserves the right to cease the provision of maintenance and support services anytime without notice should Company, in its sole discretion, determine that continued support for the Software is no longer economically practicable and/or in the event that the Software has become inoperable or incompatible with current operating systems, hardware, or other technologies.

In addition to this, the Company may provide training and consulting services at locations and for price and terms as the Company may deem fit.

10. Indemnification by You.

You hereby agree that you shall fully indemnify and completely save harmless Company and any of its directors, officers, employees, agents, representatives of and from any and all liabilities, claims, expenses, damages including reasonable legal fees and disbursements arising out of any claims or suits for damage or injury to person in connection with, directly or indirectly, in whole or in part, (i) any negligent act or omission of your employees, agents, contractors, directors, officers or any person for whom you have a legal responsibility or (ii) your failure to comply with any municipal, state or central law or (iii) any act or omission which is, or can be determined to be, a breach of any term or condition of this Agreement.

You agree to defend us in case of any suit or legal action brought against us by third parties who have chosen you as a service provider or vendor and deemed to have used or consumed the data from our product directly or indirectly

11. General.

- (a) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the India without reference to its conflicts of law principles and the courts at Ahmedabad, India shall have exclusive jurisdiction.
- (b) We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action
- (c) **Publicity Rights.** You expressly grant Company the right to include you as a customer on Company's website or other promotional material in relation to the Software for marketing purposes. You can deny Company this right at any time by submitting a written notice, requesting to be excluded from

promotional material. Upon receipt of such notice, Company will remove any reference to you from such promotional material within thirty (30) days and make no further reference to you.

- (d) **Non-Solicitation.** During the Term of this Agreement and for a period of one (1) year thereafter, Licensee will not, and will ensure that its affiliates will not, directly or indirectly: (i) solicit for employment or for performance of any services any person employed by Licensor or (ii) hire or engage for any services any person employed by Licensor. In the event of a breach of this non-solicitation clause, Licensee agrees to pay Licensor compensation equal to Licensor's employee's annual salary as liquidated damages, which Licensee agrees is fair and reasonable compensation for Licensor.
- (e) **No Waiver.** The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.
- (f) **Effect of Termination.** Sections 6 (Limited Warranty), 7 (Limitation of Liability), 10(a) (Governing Law), and this Section 10 shall survive the expiration or termination of this Agreement.
- (g) **Entire agreement; Modifications.** This Agreement constitutes the entire agreement between you and Company with respect to the subject matter hereof, and supersedes all proposals, oral or written, and all other communications between the parties with respect to such subject matter. This Agreement shall not be modified, except by written agreement signed by the parties hereto.
- (h) **Force Majeure.** Company shall not be liable for and shall be excused from any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including but not limited to, work stoppages, shortages, civil disturbances, terrorist actions, transportation problems, interruptions or power or communications, failure or suppliers or subcontractors, natural disasters or other acts of Nature.
- (i) Company may cease to provide the service for any reason with a notice of 3 months to users. This may be due to any circumstances.

Please contact the Company should you have any questions concerning this Agreement or wish to provide notice to Company.

Elegant MicroWeb Technologies Pvt. Ltd.
contact@elegantmicroweb.com
www.elegantmicroweb.com