

User Terms

Thank you for visiting our website, www.Softberry.in ("Website") or downloading our mobile application ("App"). While the Softberry partners finish your personal tasks, please spare the time to read the following terms and conditions. You can learn about our services from the Website and use our services through the mobile application or App (the Website and the App referred to herein as "Platforms").

For the purposes of these Terms of Use, the term 'Softberry' or 'Us' or 'We' refers to Softberry Digital Private Limited. The term 'You' refers to the user or visitor of the Website and/or App. When You use our services, You will be subject to the terms, guidelines and policies applicable to such service and as set forth in these Terms of Use. As long as you comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use our Platforms and services.

1. Acceptance of Terms

- 1.1 These Terms of Use sets forth legally binding terms for Your use of our Platforms and services. By using the Platforms, You agree to be bound by these Terms of Use, whether You are a "Visitor" (which means that you simply browse our Platforms) or you are a "Subscriber" (which means you have registered with Softberry as a user). If You do not accept these terms, You should leave the Website and/or App and discontinue the use of the service immediately.
- 1.2 We may modify these Terms of Use from time to time, and such modification shall be effective upon its posting on our Platforms. You agree to be bound by any modification to these terms when You use the Platforms after any such modification is posted; it is therefore important that You review these Terms regularly.

2. General Registration Requirements

- 2.1 In consideration of your use of our Platforms, you represent that You are of legal age to form a binding contract and are not a person barred from receiving services under any law in force in India or other applicable jurisdiction. You also agree to:
 - (a) provide true, accurate, current and complete information about yourself while registering on our Platforms to avail the Services; and

- (b) maintain and promptly update Your registration data to keep it true, accurate, current and complete.
- 2.2 If You provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate Your account and refuse any and all current or future use of our Platforms (or any portion thereof) at any time.
- 2.3 There is limited content available on our Platforms. All of such content is provided to you "AS IS" for Your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Softberry. Softberry reserves all rights not expressly granted in and to the Website/App and the Content.
- 2.4 You may access our Platforms as available for Your information and personal use.
- 2.5 You will be required to enter a valid phone number while registering on our Platforms as a subscriber. By registering Your phone number with us, you consent to be contacted by us via phone calls, SMS notifications or instant messages, in case of any subscription/service updates. If we do so, each communication we send You will contain instructions permitting you to "opt-out" of receiving future communications. In addition, if at any time You wish not to receive any future communications or You wish to have Your name deleted from our mailing lists, please contact us as indicated below. If You are registered with the DND National registry, You may not receive any promotional messages from Us.

3. Subscriber Account and Security

If You register with Softberry, you may be required to complete a verification process as part of setting up Your account. Once set up, You are responsible for maintaining the confidentiality of Your account information, and are fully responsible for all activities that occur through Your account. Should there be instances of any unauthorized use of Your account or any other breach of security, please notify Us to stop processing requests from Your account, until further instructions.

4. Services and Payment

- 4.1 Softberry's services constitute a technology platform that connects You to a third party Softberry partner/ Merchant to schedule and complete your everyday requirements and Services ("Services"). Softberry does not run your tasks or Services by itself nor does it actively supervise the completion of Your tasks.

- 4.2 When You use the services of a service provider/ Softberry partner/ merchant, You will incur a charge. Softberry will facilitate your payment for the services and the service provider/partner/ merchant fee through integrated payment platforms. To the extent that Softberry receives charges on behalf of the service provider/partner/ merchant, it acts as an agent of the service provider/partner/ merchant and all payments made by You for services rendered are deemed to be payments made to the service provider/partner/ merchant. Payments are inclusive of taxes.

5. User Information

- 5.1 Our Services depends on the information You provide to us. You are solely responsible for and in control of the Information You provide to us.
- 5.2 If You use the Website or the App, You agree that information about Your use of the Softberry Platforms through Your mobile telecommunication device may be communicated to us, and we may obtain information about Your mobile carrier, Your mobile device, or Your physical location. In addition, use of our Platforms through a mobile telecommunication device may cause data to be displayed on and through Your mobile device. By accessing our Platforms using a mobile telecommunication device, You represent that to the extent You import any of Your Softberry data to Your mobile telecommunication device that You have authority to share the transferred data with Your mobile carrier or other access provider. In the event You change or deactivate Your mobile account, You must promptly update Your Softberry account information to ensure that Your messages are not sent to the person that acquires Your old number and failure to do so is Your responsibility. You acknowledge that You are responsible for all charges and necessary permissions related to accessing our Platforms through Your mobile access provider. Therefore, You should check with Your provider to find out if our Platforms are available for Your specific mobile devices.
- 5.3 Softberry reserves the right to collect user data including name, contact information and other details to facilitate the Services or use of its Platform to avail Services. All information collected from You are on a bonafide basis. Misuse and misrepresentation of identity or contact details will lead to automated termination of services or the use of the platform without the obligation of a prior notice to You.
- 5.4 Compilation of user accounts and user accounts bearing contact number and e-mail addresses are owned by Softberry.
- 5.5 In the case where the system is unable to establish unique identity of the user against a valid mobile number or e-mail address, the account shall be indefinitely suspended. Softberry reserves the full discretion to suspend a user's account in the above event and does not have the liability to share any account information whatsoever.
- 5.6 We may disclose to third parties certain data related to You, without providing Your personal details such as name, residential and e-mail address, mobile number, unless: (1) You expressly permit us to do so, or any other person You may specifically designate to disclose

such information or (2) We are required to disclose such information by any applicable law or legal process.

6. Prohibited Conduct

- 6.1 You agree not to use the Platforms inappropriately, or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content" means the transmission of information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials generated by a user) that:
 - is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual
 - harasses or advocates harassment of another person
 - exploits people in a sexual or violent manner
 - contains nudity, violence, pornography, sexually explicit material or offensive subject matter
 - provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own
 - promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous
 - violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files
 - involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"
 - contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page)
 - furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses
 - solicits passwords or personal identifying information from other Subscribers
 - involves commercial activities and/or sales without Softberry's prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes

- includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights
- denigrates, ridicules, or demeans another person; or contains a virus or other harmful component.
- 6.2 You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses our Platforms.

7. Termination or Suspension of Account or Services

You agree that Softberry may at any time and for any reason, terminate your access to our Platforms, or restrict or suspend your access to all or any part of the Website or the App at any time, for any or no reason, with or without prior notice, and without liability. We may also terminate the rendering of any service without prior notice or liability.

8. Preservation/Disclosure

You acknowledge, consent and agree that Softberry may access, preserve and disclose Your account information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:

- 8.1 comply with legal process nationally or internationally
- 8.2 enforce these Terms
- 8.3 respond to your requests for service or complete your tasks
- 8.4 protect the rights, property or personal safety of Softberry, its subscribers and the public, or
- 8.5 pursuant to the terms of the Privacy Policy.

9. Security Components

You understand that our Platforms and software embodied within the Platforms may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Softberry and/or content providers who provide

content to Softberry. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded in our Platforms.

10. Proprietary Rights

All materials on our Platforms, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, “Material”) are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Softberry. You acknowledge and agree that all content on our Platforms is made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere in our Platforms, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Softberry’s prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize our Platforms or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

11. Softberry and Links to Third Parties

Our Platforms may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their Websites. Softberry does not assume any responsibility or liability for the actions, product, and content of any such Third Party websites. Before You use any Third Party websites, You should review the applicable terms of use and policies for such Third Party websites. If you decide to access any such linked third party website, you do so at your own risk.

We may introduce you to independent third parties to complete your tasks. Where we refer independent third party service providers, You shall pay the fees directly to the service provider. Softberry's disclaims all responsibility and liability as regards the services, conduct or actions of such third party.

12. General Terms and Conditions

- 12.1 You agree and accept that the use of the Services provided by Softberry is at Your sole risk and further acknowledge that the Company disclaims all representations and warranties of any kind, whether express or implied.
- 12.2 You shall ensure that You will not indulge in any of the following activities while using the service asking the service provider to break any Police and/or government rules for any purpose (especially getting the service faster). The service provider has the right to refuse such a request by You.
- 12.3 You agree and acknowledge that the use of the Services offered by Softberry is at Your sole risk and that Softberry disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes are excluded to the fullest extent permitted by law.
- 12.4 Without prejudice to the above, Softberry makes no representation or warranty that the Services will meet the customer's requirements. In all circumstances Softberry's liability is limited to the service fee paid by You for the transaction in question.
- 12.5 Softberry will not be liable for any damages of any kind arising from the use of the Service offered by the Company, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- 12.6 Softberry shall be entitled at any time without giving any reason to terminate the request for services from You.
- 12.7 If You have any complaint in respect of the Services, You must inform Softberry of the same in writing within 24 hours of using the Services of Softberry.
- 12.8 Softberry shall not be liable for any conduct or behavior or actions of third party service providers. However, Softberry encourages you to notify it of any complaints that you may have against the service provider that you may have hired using Softberry's services.
- 12.9 Partners will only run Your Services as per your instructions. In the interest of user privacy, partners do not check any bags or packages for any contents. You are solely responsible for the contents of the packages.

- 12.10 Scheduling and rescheduling a task depends on the availability of Softberry partners at the time of scheduling and at the time of running the task. Should you choose to reschedule a task at a later point in time it will be considered as a new task.
- 12.11 If a partner/ service provider /merchant cannot fulfill any of your tasks, you will be notified as soon as is reasonably possible.
- 12.12 Under no circumstances can we run any tasks which are immoral or unlawful in nature. Softberry reserves the right to refuse to perform any tasks on the grounds of such tasks being immoral/unlawful/banned. Softberry may also refuse to perform any task on the grounds that such task is prohibited under any contract to which we are party.
- 12.13 To help the service provider to serve you better, please provide as much information as possible regarding the task.
- 12.14 The Company is hereby authorized to use the location based information provided by any of the telecommunication companies when You use the mobile phone to request a service. The location based information will be used only to facilitate and improve service offerings to You.
- 12.15 In the event your task requires the purchase or sale of any product or service, such product or service is provided to you from a third party merchant. Any grievance with such product or service should be raised with such merchant. You understand and acknowledge that except for the Services, Softberry by itself does not sell or provide any such product or service. Softberry is not responsible for the quality, merchantability or fitness of such product or service.

13. Compliance with Applicable Law

- 13.1 You agree that You shall not use any Softberry Platform in order to host, display, upload, modify, publish, transmit, update, distribute, share, store or destroy material, including without limitation, Softberry Content:
 - (a) in violation of any applicable law or regulation,
 - (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property or proprietary rights of others or violate the privacy, publicity or other personal rights of others,
 - (c) that belongs to another person and to which the user does not have any right to,
 - (d) that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, threatening, abusive or hateful or racially, ethnically objectionable, disparaging, relating encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever,
 - (e) harm minors in any way,

- (f) deceives or misleads the addressee about the origin of such message or communicates any information which is grossly offensive or menacing in nature,
- (g) impersonate another person or entity,
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of Softberry's computer systems or site or Softberry's users, customer's computer systems or site,
- (i) Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or of public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or insulting any other nation.

14. Intellectual Property Rights

- 14.1 The Services provided by Softberry is premised on a proprietary software developed and made available exclusively by Softberry. Softberry is the sole owner of the App, Website and all software created to provide You with the Services. Softberry provides You with a single limited license to download, use and access the App/Website on Your mobile telephone devices for the limited purpose of using the Services. The license is specifically personal, non-transferable, and non-exclusive. All content on the App or the Website, which is including, but not limited to, designs, text, graphics, images, video, information, logos, button icons, software, audio files and any other content ("Content") are the exclusive and sole property of Softberry. You may not copy, reproduce or use such Content without due attribution of ownership to Softberry. All icons and logos are trademarks of and proprietary to Softberry. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
- 14.2 All Content is the exclusive copyright of Softberry or its licensors, except the Third Party Content and link to third party website. Systematic retrieval of Softberry Content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Softberry is prohibited. In addition, use of the Content for any purpose not expressly permitted by Softberry in these Terms is prohibited and may invite legal action.

15. Acceptance of Terms

- 15.1 These Terms shall remain in full force and effect for so long as it is posted on any of our Platforms. You may terminate your use of the services at any time.
- 15.2 Softberry reserves the right to terminate Your account or Your access to the Platforms immediately, with or without notice to You, and without liability to You, if Softberry believes that You have breached any of these Terms, furnished Softberry with false or misleading information, or interfered with use of the Platform by others.

16. Disclaimer of Warranties and liability

- 16.1 All the material and products on our Platforms, (including but not limited to software) and services, included on or otherwise made available to you through our Platforms are provided on "AS IS" and "AS AVAILABLE" basis, without any representation or warranties, express or implied, except otherwise specified in writing. Without prejudice to the foregoing paragraph, Softberry does not warrant that the Website or App and services provided pursuant thereto will be constantly available, or available at all.
- 16.2 Softberry will not be liable to you in any way or in relation to the Contents of, or use of, or otherwise in connection with its Platforms. Softberry does not warrant that the Website; information, Content, materials, product (including software) or services included on or otherwise made available to you through its Platforms; their servers; or electronic communication sent from us are free of viruses or other harmful components.
- 16.3 SUBJECT TO APPLICABLE LAWS, IN NO EVENT WILL SOFTBERRY OR ITS EMPLOYEES OR ITS AGENTS AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE SERVICES SHALL NOT EXCEED THE PAYMENTS ACTUALLY RECEIVED AND RETAINED BY SOFTBERRY FROM YOU AS SERVICE FEES FOR THE SERVICES RENDERED FOR ANY AND ALL CAUSES OF ACTION BROUGHT BY YOU OR YOUR AGENTS.

17. Cancellations and Refunds

- 17.1 We will proceed with the execution of Your task upon confirmation from You. Should You thereafter wish to cancel the task, You may incur a service fee if we have already commenced work.
- 17.2 If a third party vendor has been engaged or We have incurred a cost with a third party vendor, You cannot cancel the task. You will in such circumstances be subject to the cancellation and refund policies of such third party vendor.
- 17.3 Whilst we surely hope not, but We may need to cancel Your order in any of the circumstances below:
 - (a) in the event of the designated address following outside the delivery zone offered by us;
 - (b) if in our discretion the task involves the supply of goods/services that may violate applicable laws, standards and/or regulations or may offend taste and decency in the relevant jurisdiction.
 - (c) Inability to proceed/complete the task due to lack of information, direction or authorization from You;
 - (d) inability to complete the task due to reasons beyond Our control.
- 17.4 Refunds may be provided only when the task has been pre-paid. In any one of the following circumstances we may provide a refund:
 - (a) Your order packaging has been tampered or damaged at the time of delivery;

- (b) Us cancelling Your order due to the area of delivery being outside the jurisdiction of the services offered by us or by third party vendors;
- (c) You cancelling the order at the time of confirmation due to unavailability of the items you ordered for at the time of booking.
- 17.5 Our decision on refunds shall be at our sole discretion and shall be final and binding. All refund shall be processed and credited to your account in accordance with the terms that may be stipulated by the partner payment merchant and/or associated bank.

18. Exclusions and Limitations

Those who access or use our Platforms from other jurisdictions do so at their own volition and are responsible for compliance with the local law.

19. Indemnity

You agree to defend, indemnify and hold harmless Softberry, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from:

- (a) Your use of and access to our Platforms in a manner except as permitted herein;
- (b) Your violation of any of these Terms or any applicable law;
- (c) Your violation of any third party right, including without limitation any copyright, property, or privacy right; or

This indemnification obligation will survive the termination of Your account or use of services and the App.

20. Additional Terms

We may also require You to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through our Platforms. These additional

terms are part of these Terms, and You agree to comply with them when You participate in those promotions, or otherwise engage in activities governed by such additional terms.

21. Modification and Discontinuation

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service or any of our Platforms (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of our Platforms.

You may discontinue using the services at any time. You may also delete your account by writing to us at support@Softberry.in. Deletion of your account will be effective once all outstanding credits to your account have been cleared. Please note, upon deletion of your account we may still retain some information and record of transactions as required by any law, contract or policy applicable to Us.

22. Assignment

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Softberry without restriction.

23. Integration Clause

These Terms together with the Privacy Policy and any other legal notices published by Softberry on its Platforms, shall constitute the entire agreement between you and Softberry concerning its Platforms and governs Your use of our Platforms and Service, superseding any prior agreements between You and Softberry with respect to our Platforms and Service.

24. Waiver and Severability of Terms

The failure of Softberry to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

25. Governing Law and Venue

These Terms are governed by the laws of India. Any matters arising under these terms shall be subject to the exclusive jurisdiction of courts located in Bangalore.

26. Grievance Officer

In case of any grievance arising from the use of the Website or the App, please write to the Grievance Officer at support@Softberry.in.

27. SOFTBERRY CASH: Terms and Conditions

- (a) This document is an electronic record in terms of Information Technology Act, 2000 that requires publishing the rules and regulations, privacy policy and Terms of Use for access or usage of Softberry marketplace platform (hereinafter referred to as "Softberry").
- (b) Your use of the Softberry and services and tools are governed by "Terms of Use" as applicable to Softberry including the applicable policies which are incorporated herein by way of reference. By mere use of the Softberry app, You shall be contracting with Softberry Digital Private Limited and these terms and conditions including the policies constitute Your binding obligations, with Softberry.
- (c) In these Terms, references to "You", "User", "Your" shall mean the end user/shopper/customer accessing Softberry. The term "Softberry", "We", "Us", "Our" shall mean Softberry Digital Private Limited and its affiliates.
- (d) Usage/redemption of Softberry Cash will be subject to the following terms and conditions:
 - Softberry Cash can be used only for making a purchase on the Softberry app. These cannot be taken as cash-back, or transferred to a bank account.

- Softberry Cash can be redeemed on a task upto a maximum of 25% of the total bill value or ₹100, whichever is lower.
- Softberry Cash cannot be redeemed on restricted items.
- Softberry Cash cannot be combined or exchanged with any other promotion offer on the App, except when an outlet / merchant offers a discount communicated to the user on the platform.
- Softberry Cash cannot be redeemed on bike rides.
- Softberry Cash cannot be redeemed on send packages.
- Softberry Cash cannot be transferred from one Softberry account to another.
- Softberry Cash needs to be redeemed within 21 days from the day they become active, post which Softberry Cash will expire.
- Softberry reserves the right to change/modify these usage criteria. In that event, the user shall be notified.
- Any fraud or abuse concerning the usage of Softberry Cash is subject to strict administrative and / or legal action by us, including but not limited to reversal of Softberry Cash reward and/or termination of membership. A fraud encompasses:
 - If a user is found signing up using multiple IDs or phone numbers.
 - If a user is found making multiple accounts, redeeming Softberry Cash and then a majority of these orders are returned or cancelled or the payment for which is not completed.
 - Any other attempt to take unfair advantage, as deemed by us, of the Softberry Cash Program.
- (e) Participation in the Softberry Cash Program may require you to submit personal information about you and the users you refer, such as name and email address. You agree to receive communications from us with regard to your participation in the Softberry Cash Program. Any information collected from you as part of the Softberry Cash Program shall be subject to Softberry's Privacy Policy.
- (f) We may terminate your eligibility for Softberry Cash or terminate your account, or the accounts of Softberry members you have referred, if you or they take any of the following actions:
 - Open multiple accounts, including with different email addresses, for the same person in order to generate additional Softberry Cash rewards.
 - Use false names, impersonate other people, or otherwise provide false or misleading information to us.

- Violate these terms or any other terms and conditions on Softberry.
- Participate in the Softberry Cash Program where doing so would be prohibited by any applicable law or regulations.
- (g) We reserve the right in our sole discretion at any time and without prior notice to you to add to, remove or otherwise change the terms of this program, including but not limited to:
 - Modifying the amount of the Softberry Cash rewards.
 - Modifying the eligibility criteria for the user.
 - Modifying when the Softberry Cash reward is given to the user.
 - Modifying how you may use the Softberry Cash rewards earned through this program.
 - Requiring minimum purchase amounts for redemption of Softberry Cash reward.
 - Instituting a cap on the maximum amount of Softberry Cash which the user earns or spends.
 - Discontinuing the Softberry Cash Program entirely.
- (h) We shall post an updated version of these terms on the Softberry App, and you shall be deemed to have accepted such changes by continuing to use the Softberry App or the Softberry Cash Program after the date such changes are posted.
- (i) This is a limited period offer and is subject to change, at the sole discretion of Softberry.
- (j) Softberry reserves the right to amend, modify, cancel, update or withdraw this Program at any time without notice. Upon such premature suspension, inconvenience, cessation, withdrawal, termination or closure by the Company, no person shall be entitled to claim loss of any kind whatsoever.
- (k) Customers agree to be bound by these “Terms and Conditions”, the “Terms of Use”, “Privacy Policy” and other relevant documentation that are available on Softberry Mobile App/website including any modifications, alterations or updates that we make.
- (l) All disputes arising out of the referral program shall be subject to the exclusive jurisdiction of the Courts in Bangalore, India.

Partner Terms

This Services Agreement (“Agreement”) constitutes a legal agreement between an independent company in the business of providing transportation and logistics services (“Customer”) and

Softberry Digital Private Limited, a private limited company registered under the Companies Act, 2013, having its offices at No 201 2nd Floor Smart Square Complex, 100 Feet Road, Indiranagar, Bengaluru - 560038, Karnataka, India, ("Softberry").

Softberry provides the Softberry Services (as defined below) for the purpose of providing lead generation to transportation and logistics services providers. The Softberry Services enables an authorized transportation and/or logistics provider to seek, receive and fulfil requests for item(s)/package(s) pick-up and drop, purchase of item(s) from outlets in the Territory or other person(s)/service provider(s), facilitate other logistic services, including transportation services from an authorized user of Softberry's mobile application.

Customer is authorized to provide transportation and logistics services in the state(s) and jurisdiction(s) in which it operates, and it desires to enter into this Agreement for the purpose of accessing and using the Softberry Services to enhance its independent transportation and/or logistics business, as is applicable.

Customer acknowledges and agrees that Softberry is a technology services provider that does not provide transportation or logistics or delivery services, function as a transportation/logistics carrier, nor operate as an agent for the delivery of good(s)/item(s) purchased, logistic(s) services and/or transportation of passengers.

In order to use the Softberry Services, Customer must agree to the terms and conditions that are set-forth below. Upon Customer's execution (electronic or otherwise) of this Agreement, Customer and Softberry shall be bound by the terms and conditions set-forth herein.

1. Definitions

- 1.1. "Affiliate" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of

the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up.

- 1.2. “City Addendum” means an addendum or supplemental information to this Agreement setting forth additional Territory--specific terms, as made available and as updated by Softberry from time to time.
- 1.3. “Device” means an Softberry Device or Driver--Provided Device, as the case may be.
- 1.4. “Driver” means a principal, employee or contractor of Customer: (a) who meets the then--current Softberry requirements to be an active driver using the Softberry Services; (b) whom Softberry authorizes to access the Softberry Services to provide Transportation and/or Logistics Services on behalf of Customer; and (c) who has entered into the Driver Addendum.
- 1.5 “Driver ID” means the identification and password key assigned by Softberry to a Driver that enables a Driver to use and access the Softberry Partner App.
- 1.6. “Driver Addendum” means the terms and conditions that Customer is required to enter into with a Driver prior to such Driver providing Transportation and/or Logistics Services on behalf of Customer (as may be updated by Softberry from time to time).
- 1.7. “Softberry Partner App” means Softberry’s mobile application that enables independent contractor couriers to access the Softberry Services for the purpose of seeking, receiving and fulfilling on--demand requests for on-demand delivery services by Users, as may be updated or modified by Softberry at its discretion from time to time.
- 1.8. “Softberry Data” means all data related to the access and use of the Softberry Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation and/or Logistics Services via the Softberry Services and the Driver App, and the Driver ID.
- 1.9. “Softberry Device” means a mobile device owned or controlled by Softberry that may be provided to Customer or a Driver for the sole purpose of such Driver using the Driver App to provide Transportation and/or Logistics Services and for no other purpose whatsoever.
- 1.10. “Softberry Services” mean Softberry’s electronic services rendered via a digital technology platform, being on--demand intermediary and related services that enable transportation and/or logistics providers to seek, receive and fulfil on--demand requests for transportation and/ or logistics services by Users seeking such transportation and/ or logistics services; such Softberry Services include access to the Driver App and Softberry’s related software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified by Softberry at its discretion from time to time.
- 1.11. “Fare” has the meaning set forth in Section 4.1.
- 1.12. “Logistics Services” has the meaning set forth in Section 3.1

- 1.13. “App On-boarding Fee” shall mean the one-time amount charged by Softberry on the Customer at the time of on-boarding onto the Softberry App.
- 1.14. “Service Fee” has the meaning set forth in Section 4.4.
- 1.15. “Transportation/Logistics Services” has the meaning set forth in Section 3.1.
- 1.16. “Territory” means the city or metro areas in the territory of India which Customer and its Drivers are enabled by the Driver App to receive requests for Transportation and/or Logistics Services.
- 1.17. “Tolls” means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the Softberry Services based on available information.
- 1.18. “User” means an end user authorized by Softberry to use Softberry’s mobile application for the purpose of obtaining Transportation and/or Logistics Services offered by Softberry’s transportation and/or logistics provider customers.
- 1.19. “User Information” means information about a User made available to Customer or a Driver in connection with such User’s request for and use of Transportation and/or logistics Services, which may include the User’s name, pick-up location, contact information and photo.
- 1.20. “Vehicle” means any vehicle of Customer that: (a) meets the then-current Softberry requirements for a vehicle on the Softberry Services; and (b) Softberry authorizes for use by a Driver for the purpose of providing Transportation and/or Logistics Services on behalf of Customer.

2. Use of the Softberry Services

- 2.1. Driver IDs. Softberry will issue Customer a Driver ID for each Driver providing Transportation and/or logistic Services to enable Customer and each Driver to access and use the Driver App on a Device in accordance with the Driver Addendum and this Agreement. Customer agrees that it will, and that it will ensure that its Drivers will, maintain Driver IDs in confidence and not share Driver IDs with any third party other than the Driver associated with such Driver ID for the purpose of providing Transportation and/or logistics Services. Customer will immediately notify Softberry of any actual or suspected breach or improper use or disclosure of a Driver ID or the Driver App.
- 2.2. Provision of Transportation and/or Logistics Services. When the Driver App is active, User requests for Transportation and/or Logistics Services may appear to a Driver via the Driver App if the Driver is available and in the vicinity of the User. If a Driver accepts a User’s request for Transportation and/or Logistics Services, the Softberry Services will provide certain User Information to such Driver via the Driver App, including the User’s first name and pickup location. In order to enhance User satisfaction with the Softberry mobile application and Customer’s and Driver(s) Transportation and/or Logistics Services, it is recommended that the

Driver wait at least ten (10) minutes for a User to show up at the requested pick--up location. It is also recommended that the Driver understands the local regulation(s), including the minimum age and purchase quantity condition(s) with respect to the purchase and/or delivery of alcoholic beverages, item(s) containing tobacco including any other restricted item(s) under applicable law. The Driver will obtain the destination and/or the purchase outlet detail(s) from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination and/or the purchase outlet via Softberry's mobile application. Customer acknowledges and agrees that once a Driver has accepted a User's request for Transportation and/or Logistics Services, Softberry's mobile application may provide certain information about the Driver to the User, including the Driver's first name, contact information, Customer entity name, location, and the Driver's Vehicle's make, license plate number, as is applicable. Customer shall not, and shall ensure that all Drivers do not, contact any Users or use any User's personal data for any reason other than for the purposes of fulfilling Transportation and/or Logistics Services. As between Softberry and Customer, Customer acknowledges and agrees that: (a) Customer and its Drivers are solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation and/or Logistics Services; and (b) except for the Softberry Services or any Softberry Devices (if applicable), Customer shall provide all necessary equipment, tools and other materials, at Customer's own expense, necessary to perform Transportation and/or Logistics Services.

- 2.3. Customer's Relationship with Users. Customer acknowledges and agrees that Customer's provision of Transportation and/or Logistics Services to Users creates a legal and direct business relationship between Customer and the User, to which Softberry is not a party. Softberry is not responsible or liable for the actions or inactions of a User in relation to the activities of Customer, a Driver or any Vehicle. Customer shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from its provision of Transportation and/or Logistics Services. Customer acknowledges and agrees that it and each Driver are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. Customer acknowledges and agrees that Softberry may release the contact and/or insurance information of Customer and/or a Driver to a User upon such User's reasonable request. Customer acknowledges and agrees that, unless specifically consented to by a User, neither Customer nor Driver may transport or allow alongside any Vehicle individuals other than a User and any individuals authorized by such User during the performance of Transportation and/or Logistics Services for such User. Customer acknowledges and agrees, and shall ensure that its Drivers agree, that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.
- 2.4. Customer's Relationship with Softberry. Customer acknowledges and agrees that Softberry's provision to Customer of the Driver App and the Softberry Services creates a legal and direct business relationship between Softberry and Customer. Softberry does not, and shall not be deemed to, director control Customer or its Drivers generally or in their performance under this Agreement specifically, including in connection with the operation of Customer's business, the provision of Transportation and/or Logistics Services, the acts or omissions of Drivers, or the operation and maintenance of any Vehicles. Customer and its Drivers retain the

sole right to determine when and for how long each of them will utilize the Driver App or the Softberry Services. Customer and its Drivers retain the option, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation and/or Logistics Services via the Softberry Services, or to cancel an accepted request for Transportation and/or the Logistics Services via the Driver App, subject to Softberry's then-current cancellation policies. Customer acknowledges and agrees that it has complete discretion to operate its independent business and direct its Drivers at its own discretion, including the ability to provide services at any time to any third party separate and apart from Transportation and/or Logistics Services. For the sake of clarity, Customer understands that Customer retains the complete right to provide Transportation and/or Logistics services to its existing customers and to use other software application services in addition to the Softberry Services. Softberry retains the right to, at any time in Softberry's sole discretion, deactivate or otherwise restrict Customer or any Driver from accessing or using the Driver App or the Softberry Services in the event of a violation of this Agreement, a violation of a Driver Addendum, Customer's or any Driver's disparagement of Softberry or any of its Affiliates, Customer's or any Driver's act or omission that causes harm to Softberry's or its Affiliates' brand, reputation or business as determined by Softberry in its sole discretion. Softberry also retains the right to deactivate or otherwise restrict Customer or any Driver from accessing or using the Driver App or the Softberry Services for any other reason at the sole and reasonable discretion of Softberry.

- 2.5. Customer's Relationship with Drivers. Customer shall have the sole responsibility for any obligations or liabilities to Drivers that arise from its relationship with its Drivers (including provision of Transportation and/or Logistics Services). Customer acknowledges and agrees that it exercises sole control over the Drivers and will comply with all applicable laws (including tax and employment laws) governing or otherwise applicable to its relationship with its Drivers. Notwithstanding Customer's right, if applicable, to take recourse against a Driver, Customer acknowledges and agrees that it is at all times responsible and liable for the acts and omissions of its Drivers vis--à-vis Users and Softberry, even where such liability may not be mandated under applicable law. Customer shall require each Driver to enter into a Driver Addendum (as may be updated from time to time) and shall provide a copy of each executed Driver Addendum to Softberry. Customer acknowledges and agrees that Softberry is a third party beneficiary to each Driver Addendum, and that, upon a Driver's execution of the Driver Addendum (electronically or otherwise), Softberry will have the irrevocable right (and will be deemed to have accepted the right unless it is rejected promptly after receipt of a copy of the executed Driver Addendum) to enforce the Driver Addendum against the Driver as a third party beneficiary thereof.
- 2.6. Ratings.
 - 2.6.1. Customer acknowledges and agrees that: (a) after receiving Transportation Services, a User will be prompted by Softberry's mobile application to provide a rating of such Transportation and/or Logistics Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation Services, the Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. Customer shall instruct all Drivers to provide ratings and feedback in good faith.

- 2.6.2. Customer acknowledges that Softberry desires that Users have access to high-quality services via Softberry's mobile application. In order to continue to receive access to the Driver App and the Softberry Services, each Driver must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Softberry for the Territory, as may be updated from time to time by Softberry in its sole discretion ("Minimum Average Rating"). In the event a Driver's average rating falls below the Minimum Average Rating, Softberry will notify Customer and may provide the Driver in Softberry's discretion, a limited period of time to raise his or her average rating above the Minimum Average Rating. If such Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Softberry reserves the right to deactivate such Driver's access to the Driver App and the Softberry Services. Additionally, Customer acknowledges and agrees that repeated failure by a Driver to accept User requests for Transportation and/or Logistics Services while such Driver is logged in to the Driver App creates a negative experience for Users of Softberry's mobile application. Accordingly, Customer agrees and shall ensure that if a Driver does not wish to accept User requests for Transportation Services for a period of time, such Driver will log off of the Driver App.
- 2.6.3. Softberry and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of Softberry and its Affiliates without attribution to or approval of Customer or the applicable Driver. Customer acknowledges that Softberry and its Affiliates are distributors (without any obligation to verify) and not publishers of Driver and User ratings and comments, provided that Softberry and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Softberry's or its Affiliates' content policies.
- 2.7. Devices.
 - 2.7.1. Softberry encourages Customer to use Driver--Provided Devices for providing the Transportation Services. Otherwise, Softberry will supply Customer upon request with Softberry Devices to each authorized Driver and provide the necessary wireless data plan for such Devices, provided that Softberry will require reimbursement from Customer for the costs associated with the wireless data plan of each Softberry Device and/or request a deposit for each Softberry Device. Customer acknowledges and agrees that: (a) Softberry Devices may only be used for the purpose of enabling Driver access to the Softberry Services; and (b) Softberry Devices may not be transferred, loaned, sold or otherwise provided in any manner to any party other than the Driver assigned to use such Softberry Device. Softberry Devices shall at all times remain the property of Softberry, and upon termination of this Agreement or the termination or deactivation of a Driver, Customer agrees to return to Softberry the applicable Softberry Devices within ten (10) days. Customer acknowledges and agrees that failure to timely return any Softberry Devices, or damage to Softberry Devices outside of "normal wear and tear," will result in the forfeiture of related deposits.
 - 2.7.2. If Customer elects to use any Driver--Provided Devices: (i) Customer and/or its Drivers are responsible for the acquisition, cost and maintenance of such Driver--Provided Devices as

well as any necessary wireless data plan; and (ii) Softberry shall make available the Driver App for installation on such Driver--Provided Devices. Softberry hereby grants the authorized user of any Driver--Provided Device a personal, non--exclusive, non-- transferable user right to install and use the Driver App on a Driver--Provided Device solely for the purpose of providing Transportation and/or Logistics Services. Customer agrees to not, and shall cause each applicable Driver to not, provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing right shall immediately terminate and Driver will delete and fully remove the Driver App from the Driver--Provided Device in the event that Customer and/or the applicable Driver ceases to provide Transportation and/or Logistics Services using the Driver--Provided Device. Customer agrees, and shall inform each applicable Driver that: (i) use of the Driver App on a Driver--Provided Device requires an active data plan with a wireless carrier associated with the Driver--Provided Device, which data plan will be provided by either Customer or the applicable Driver at their own expense; and (ii) use of the Driver App on a Driver--Provided Device as an interface with the Softberry Services may consume very large amounts of data through the data plan. Softberry advises that Driver--Provided Devices should only be used under a data plan with unlimited or very high data usage limits, and Softberry shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan.

- 2.8. Location Based Services. Customer acknowledges and agrees that each Driver's geo--location information must be provided to the Softberry Services via a Device in order to provide Transportation and/or Logistics Services. Customer acknowledges and agrees, and shall inform and obtain the consent of each Driver, that: (a) the Driver's geo--location information will be monitored and tracked by the Softberry Services when the Driver is logged into the Driver App and available to receive requests for Transportation and/ or Logistics Services, or when the Driver is providing Transportation and/ or Logistics Services; and (b) the approximate location of the Driver's Vehicle will be displayed to the User before and during the provision of Transportation and/ or Logistics Services to such User. In addition, Softberry may monitor, track and share a Driver's geo--location information obtained by the Driver App and Device for safety, security, technical, marketing and commercial purposes, including to provide and improve Softberry's products and services.

3. Drivers and Vehicles

- 3.1. Driver Requirements. Customer acknowledges and agrees that each Driver shall at all times: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate the Vehicle assigned to such Driver, and (ii) all licenses, permits, approvals and authority applicable to Customer and/or Driver that are necessary to provide passenger transportation services to third parties in the Territory and/or logistic services, involving the purchase of item(s) third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation and/or Logistics Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Customer acknowledges and agrees that each Driver may be subject to certain background and driving record checks from time to time in order for such

Driver to qualify to provide, and remain eligible to provide, Transportation and/or Logistics Services. In addition if Customer and/or Driver are using the Softberry App to provide Transportation and/or Logistics Services in conjunction with operating a vehicle which enables passenger(s) to be ferried ("Transportation and/or Logistics Services"), such Customer and/or Driver shall comply with all applicable laws with respect thereto. Customer acknowledges and agrees that Softberry reserves the right, at any time in Softberry's sole discretion, to deactivate or otherwise restrict a Driver from accessing or using the Driver App or the Softberry Services if Customer or such Driver fails to meet the requirements set forth in this Agreement or the Driver Addendum.

- 3.2. Vehicle Requirements. Customer acknowledges and agrees that each Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle and/or Vehicle to transport Item(s) purchased in the Territory; (b) owned or leased by Customer, or otherwise in Customer's lawful possession; (c) suitable for performing the passenger transportation service and/or Vehicle to transport item(s) as contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.
- 3.3. Documentation. To ensure Customer's and each of its Drivers' compliance with all requirements in Sections 3.1 and 3.2 above, Customer must provide Softberry with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to Customer's and the applicable Drivers' provision of any transportation services and/or logistic services. Thereafter, Customer must submit to Softberry written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Softberry shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and Customer's failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Softberry reserves the right to independently verify Customer's and/or any Driver's documentation from time to time in any way Softberry deems appropriate in its reasonable discretion.

4. Financial Terms

- 4.1. Fare Calculation and Customer Payment. Customer is entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the Softberry Services ("Fare"), where such Fare is calculated based upon a base fare amount plus distance (as determined by Softberry using location--based services enabled through the Device) and/or time amounts, for the applicable Territory ("Fare Calculation"). Customer is also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation and/or Logistics Services, if applicable. Customer: (i) appoints Softberry as Customer's limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested by Customer, applicable taxes and fees from the User on behalf of the Customer via the payment processing functionality facilitated by the Softberry Services; and (ii) agrees that payment made by User to Softberry

shall be considered the same as payment made directly by User to Customer. In addition, the parties acknowledge and agree that as between Customer and Softberry, the Fare is a recommended amount, and the primary purpose of the pre--arranged Fare is to act as the default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a fare that is less than the pre--arranged Fare; or (ii) negotiate, at Customer's request, a Fare that is lower than the pre--arranged Fare (each of (i) and (ii) herein, a "Negotiated Fare"). Softberry shall consider all such requests from Customer in good faith. Softberry agrees to remit to Customer on at least a weekly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region, certain taxes and ancillary fees. If Customer has separately agreed, other amounts may be deducted from the Fare prior to remittance to Customer (e.g., App On-boarding Fee(s) etc.), the order of those deductions from the Fare to be determined exclusively by Softberry. Notwithstanding anything to the contrary in this Section 4.1, if Customer is providing two-wheeler taxi Services, the following shall apply: (x) the Fare is calculated pursuant to local taxi regulations in the Territory; and (y) in some jurisdictions, Users may pay such Customer or Driver directly rather than through Softberry's mobile application (Softberry will notify Customer if (y) is applicable in its Territory).

- 4.2. Changes to Fare Calculation. Softberry reserves the right to change the Fare Calculation at any time in Softberry's discretion based upon local market factors, and Softberry will provide notice to Customer in the event of such change that would result in a change in the recommended Fare. Continued use of the Softberry Services after any such change in the Fare Calculation shall constitute Customer's consent to such change.
- 4.3. Fare Adjustment. Softberry reserves the right to: (i) adjust the Fare for a particular instance of Transportation Services (e.g., Driver took an inefficient route, Driver failed to properly end a particular instance of Transportation Services in the Driver App, technical error in the Softberry Services, etc.); or (ii) cancel the Fare for a particular instance of Transportation Services (e.g., a User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). Softberry's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.
- 4.4. Service Fee. In consideration of Softberry's provision of the Softberry Services, the Customer may pay Softberry a service fee on a per Transportation and/or Logistics Services transaction basis calculated as a percentage of the Fare (regardless of any Negotiated Fare), as provided to Customer via email or otherwise made available electronically by Softberry from time to time for the applicable Territory ("Service Fee"). Unless regulations applicable to Customer's Territory require otherwise, taxes will be calculated and charged on the Fare, and Softberry shall calculate the Service Fee based on the Fare inclusive of such taxes. Softberry reserves the right to change the Service Fee at any time in Softberry's discretion based upon local market factors, and Softberry will provide notice to Customer in the event of such change. Continued use of the Softberry Services after any such change in the Service Fee calculation shall constitute Customer's consent to such change. In addition, with respect to Taxi Services in the applicable Territory, Customer agrees to pay Softberry a booking fee in consideration of Softberry's provision of the Driver App and the Softberry Services.
- 4.5. Cancellation Charges. Customer acknowledges and agrees that Users may elect to cancel requests for Transportation and/or Logistics Services that have been accepted by a Driver via

the Driver App at any time prior to the Driver's arrival. In the event that a User cancels an accepted request for Transportation and/or Logistic Services, Softberry may charge the User a cancellation fee on behalf of the Customer. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation and/or Logistics Services for the purpose of remittance to Customer hereunder ("Cancellation Fee"). The parties acknowledge that and agree that as between Customer and Company, this Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as the default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at Customer's request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a "Negotiated Cancellation Fee"). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fare for the cancelled Transportation and/or Logistics Services for the purpose of remittance to the Customer hereunder.

- 4.6. Receipts. As part of the Softberry Services, Softberry provides Customer a system for the delivery of receipts to Users for Transportation and/or Logistics Services rendered on the Softberry Platform. Upon the completion of Transportation and/or Logistics Services for a User by a Driver, Softberry prepares an applicable receipt and issues such receipt to the User via email on behalf of the Customer and applicable Driver. Such receipts are also provided via email or the online portal available to the Customer on the Softberry Services. Receipts include the breakdown of amounts charged to the User for Transportation and/or Logistics Services and may include specific information about the Customer and applicable Driver, including the Customer's entity name and contact information, as well as a map of the route taken by the Driver. Customer shall inform Drivers that any corrections to a User's receipt for Transportation and/or Logistics Services must be submitted to Softberry in writing within three (3) business days after the completion of such Transportation and/or Logistics Services. Absent such a notice, Softberry shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.
- 4.7. Platform Advertisement; Marketing. Customer acknowledges and agrees that, for the mutual benefit of the parties, through advertising and marketing, Softberry and/or its Affiliates may seek to attract new Users to Softberry and to increase existing Users' use of Softberry's mobile application.
- 4.8. Taxes. Customer acknowledges and agrees that it is required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to the provision of Transportation Services as required by applicable law; and (b) provide Softberry with all relevant tax information. Customer further acknowledges and agrees that Customer and each of its Drivers are responsible for taxes on their own income arising from the performance of Transportation and or Logistics Services. Notwithstanding anything to the contrary in this Agreement, Softberry may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from Customer's and/or any Driver's provision of Transportation and/or Logistics Services and/or provide any of the relevant tax information Customer and/or any Driver has provided pursuant to the foregoing requirements in this Section 4.8 directly to the applicable governmental tax authorities on Customer's and/or the applicable Driver's behalf or otherwise.

5. Proprietary Rights; License

- 5.1. License Grant. Subject to the terms and conditions of this Agreement, Softberry hereby grants Customer a non-exclusive, royalty-free, non-transferable, non-sub-licensable, non-assignable license, during the term of this Agreement, to use (and allows its Drivers to use) the Driver App in connection with the provision by Softberry of the Softberry Services solely for the purpose of providing Transportation and/or Logistics Services to Users and tracking resulting Fares and Fees. All rights not expressly granted to Customer are reserved by Softberry, its Affiliates and their respective licensors.
- 5.2. Restrictions. Customer shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Softberry Services, Driver App or any Softberry Device in any way; (b) modify or make derivative works based upon the Softberry Services or Driver App; (c) improperly use the Softberry Services or Driver App, including creating Internet “links” to any part of the Softberry Services or Driver App, “framing” or “mirroring” any part of the Softberry Services or Driver App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Softberry Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Softberry Services or Driver App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, Customer shall not, and shall not allow any other party to, access or use the Softberry Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Softberry Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Softberry Services; or (iv) attempt to gain unauthorized access to the Softberry Services or its related systems or networks.
- 5.3. Ownership. The Softberry Services, Driver App and Softberry Data, including all intellectual property rights therein, and the Softberry Devices are and shall remain the property of Softberry, its Affiliates or their respective licensors. Neither this Agreement nor Customer’s use of the Softberry Services, Driver App or Softberry Data conveys or grants to Customer any rights: (a) in or related to the Softberry Services, Driver App or Softberry Data, except for the limited license granted above; or (b) to use or reference in any manner Softberry’s, its Affiliates’, or their respective licensors’ company names, logos, product and service names, trademarks, service marks or other indicia of ownership. Additionally, Customer acknowledges Softberry’s rights in its SOFTBERRY family of trademarks and names, including SOFTBERRY, alone and in combination with other letters, punctuation, words, symbols and/or designs, the SOFTBERRY Logo and/or the SOFTBERRY Pillion (“SOFTBERRY Marks and Names”). Customer agrees it will not, and it will ensure that its Drivers do not, try to register or otherwise claim ownership in any of the SOFTBERRY Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark or name.

6. Confidentiality

- 6.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("Confidential Information"). Confidential Information includes Softberry Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non--public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- 6.2. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non--use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Softberry, its internal record--keeping requirements).
- 6.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. Privacy.

Subject to all applicable laws, Softberry may provide to a third party any information (including personal data and any Softberry Data) about Drivers provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between a Driver and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in Softberry's or any Affiliate's sole discretion, by applicable law or regulation; (d) it is necessary, in Softberry's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Softberry, the Softberry Services or any third party, (2) detect, prevent or otherwise address fraud, security or technical issues, and/or (3) prevent or stop activity which Softberry or any of its

Affiliates, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or (e) it is required or necessary, in Softberry's or any Affiliate's sole discretion, for insurance or other purposes related to Customer's and/or Driver's ability to qualify, or remain qualified, to use the Softberry Services. Customer understands that Softberry may retain Customer's and/or Driver(s) personal data for legal, regulatory, safety, and other necessary purposes after this Agreement is terminated. Softberry processes personal data (including that referenced in Section 2.8 above) in accordance with its privacy policy located at www.Softberry.in.

8. Insurance

- 8.1 Customer agrees to maintain during the term of this Agreement on all Vehicles operated by Customer and its Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured.
- 8.2 Customer agrees to maintain during the term of this Agreement commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Territory.
- 8.3. Customer agrees to maintain during the term of this Agreement workers' compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, Customer may choose to insure itself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Customer's subcontractors may also, to the extent permitted by applicable law, maintain occupational accident insurance in place of workers' compensation insurance.
- 8.4. Customer shall add Softberry (or any Affiliate which may be designated by Softberry from time to time) to Customer's insurance policies required in Sections 8.1 and 8.2 above as an additional insured, and shall, upon Softberry's request, provide Softberry with a copy of such insurance certificate(s) within seven (7) days of such request.

9. Representations and Warranties; Disclaimers

- 9.1. By Customer. Customer hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the term will not enter into, any agreement that would

prevent it from complying with this Agreement; (d) it will comply with all applicable laws in its performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation and/or Logistics Services using the Drivers and Vehicles pursuant to this Agreement, and (ii) passenger transportation services to third parties in the Territory generally; and (e) it shall require all Drivers to comply with the Driver Addendum, the applicable terms and conditions set forth in this Agreement and all applicable laws.

- 9.2. Disclaimer of Warranties. Softberry provides, and Customer accepts, the Softberry Services, Driver App and the Softberry Devices on an "as is" and "as available" basis. Softberry does not represent, warrant or guarantee that Customer's or any Driver's access to or use of the Softberry Services, Driver App or the Softberry Devices: (a) will be uninterrupted or error free; or (b) will result in any requests for Transportation Services. Softberry functions as an on-demand lead generation and related service only and makes no representations, warranties or guarantees as to the actions or inactions of the Users who may request or receive Transportation/Logistics Services from Customer or any Driver hereunder, and Softberry need not screen or otherwise evaluate Users. By using the Softberry Services and Driver App, Customer acknowledges and agrees that Customer or a Driver may be introduced to a third party (including Users) that may pose harm or risk to Customer, a Driver or other third parties. Customer and Drivers are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the Softberry Services or Driver App. Notwithstanding Softberry's appointment as the limited payment collection agent of Customer for the purpose of accepting payment from Users on behalf of Customer as set forth in Section 4 above, Softberry expressly disclaims all liability for any act or omission of Customer, any Driver, any User or other third party.
- 9.3. No Service Guarantee. Softberry does not guarantee the availability or uptime of the Softberry Services or Driver App. Customer acknowledges and agrees that the Softberry Services or Driver App may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the Softberry Services or Driver App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and Softberry is not responsible for any delays, delivery failures or other damages, liabilities or losses resulting from such problems.

10. Indemnification

- 10.1. Customer shall indemnify, defend (at Softberry's option) and hold harmless Softberry and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) Customer's breach of its representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to Customer's provision of Transportation and/or Logistics Services or use of the Softberry Services.

- 10.2. As between Customer and Softberry, Customer is and shall be solely responsible for its Drivers' provision of Transportation Services. As such, Customer shall indemnify, defend (at Softberry's option) and hold harmless Softberry and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes directly or indirectly arising out of or related to its Drivers' provision of Transportation and/or Logistics Services or use of the Softberry Services.

11. Limits of Liability.

Softberry and its Affiliates shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) Customer's, Driver's or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. Except for Softberry's obligations to pay amounts due to Customer pursuant to Section 4 above, but subject to any limitations or other provisions contained in this Agreement which are applicable thereto, in no event shall the liability of Softberry or its Affiliates under this Agreement exceed the amount of Service Fees actually paid to or due to Softberry hereunder in the six (6) month period immediately preceding the event giving rise to such claim. Customer acknowledges and agrees that any and all claims Customer has or purports to have against Softberry and/or its Affiliates should be notified to Softberry and/or its Affiliates within one (1) year after the event(s) that gave rise to such claim and that Customer forfeits all rights in respect of that claim if Customer fails to do so. These limitations do not purport to limit liability that cannot be excluded by applicable law.

12. Term and Termination

- 12.1. Term. This Agreement shall commence on the date that the Agreement is executed by Customer (electronically or otherwise) and shall continue until terminated as set forth herein.
- 12.2. Termination. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Softberry may terminate this Agreement or deactivate Customer

or a particular Driver immediately, without notice, with respect to Customer and/or any Driver in the event Customer and/or any Driver, as applicable, no longer qualifies, under applicable law or the standards and policies of Softberry, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.

- 12.3. Effect of Termination. Upon termination of the Agreement, Customer and all Drivers, as applicable, shall: (a) promptly return to Softberry all Softberry Devices; and (b) immediately delete and fully remove the Driver App from any applicable Driver--Provided Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5, 2.6.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. Relationship of the Parties

- 13.1. Except as otherwise expressly provided herein with respect to Softberry acting as the limited payment collection agent solely for the purpose of collecting payment from Users on behalf of Customer, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship (including from a labor law, tax law perspective), between Softberry and Customer or Softberry and any Driver; and (b) no joint venture, partnership, or agency relationship exists between Softberry and Customer or Softberry and any Driver.
- 13.2. Customer has no authority to bind Softberry and undertakes not to hold itself out, and to ensure that each Driver does not hold himself or herself out, as an employee, agent or authorized representative of Softberry or its Affiliates. Where, by implication of mandatory law or otherwise, Customer or any Driver may be deemed an employee, agent or representative of Softberry, Customer undertakes and agrees to indemnify, defend (at Softberry's option) and hold Softberry and its Affiliates harmless from and against any claims by any person, entity, regulators or governmental authorities based on such implied employment, agency or representative relationship.
- 13.3. Customer expressly acknowledges and agrees that by agreeing to the terms and conditions of this Agreement, Customer intends to perform Transportation Services in a non--incidental manner and, as such, Softberry will consider Customer and its Drivers to be taxable persons in accordance with all applicable VAT and indirect tax legislation.

14. Miscellaneous Terms

- 14.1. Modification. Softberry reserves the right to modify the terms and conditions of this Agreement or the Driver Addendum at any time, effective upon publishing an updated version of this Agreement or the Driver Addendum, as applicable, on the online portal available to Customer on the Softberry Services. Softberry reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. Customer hereby acknowledges and agrees that, by using the Softberry Services, or downloading, installing or using the Driver App, Customer is bound by any future amendments and additions to this

Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Softberry Services or Driver App after any such changes shall constitute Customer's consent to such changes.

- 14.2. Supplemental Terms. Supplemental terms may apply to Customer's and Driver's use of the Softberry Services, such as use policies or terms related to certain features and functionality and/or zero tolerance/shipping policies, which may be modified from time to time ("Supplemental Terms"). Customer may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.
- 14.3. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.
- 14.4. Assignment. Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party. Softberry may assign or transfer this Agreement or any or all of its rights or obligations hereunder, in whole or in part, under this Agreement from time to time without consent.
- 14.5. Entire Agreement. This Agreement, including the recitals and all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.
- 14.6. No Third-Party Beneficiaries. Except as otherwise set forth in Section 2.5 above, Customer acknowledges that there are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.
- 14.7. Notices. Any notice delivered by Softberry to Customer under this Agreement will be delivered by email to the email address associated with Customer's account or by posting on the online portal available to the Customer on the Softberry Services. Any notice delivered by Customer to Softberry under this Agreement will be delivered by contacting Softberry on legal@Softberry.in and/or its support representatives. Additional Territory--specific notices may be required from time to time.
- 14.8 Governing Law; Arbitration. This Agreement shall be governed exclusively by laws of India and the Parties expressly submit to the exclusive jurisdiction of the courts of Bangalore. In the event of any dispute, claim or controversy arising under, or in relation to, this Agreement ("Dispute"), such Dispute shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Dispute shall be settled by a sole arbitrator, jointly appointed by the Parties. If the Parties are unable to appoint a sole arbitrator by way of mutual consent, then such arbitrator shall be appointed pursuant to the provisions of Section 11 of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bengaluru, India and the arbitration

proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. All arbitration proceedings shall be conducted in English. The arbitration award shall be final and binding on the Parties and shall be enforceable in any competent court of law, and the Parties agree to be bound thereby and to act accordingly.

By clicking “I accept” on the Softberry App or signing below (as such may be required by applicable law), Customer expressly acknowledges that Customer has read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that Customer agrees to be bound by the terms and conditions of this Agreement, and that Customer is legally competent to enter into this Agreement with Softberry.

DRIVER ADDENDUM TO SERVICES AGREEMENT

This Driver Addendum to Services Agreement (“Addendum”) constitutes a legal agreement between an independent company in the business of providing transportation/logistics services (“Transportation/Logistics Company”) and an independent, for-hire transportation/logistics provider (“Driver”).

Driver currently maintains a contractual or employment arrangement with Logistics/Transportation Company to perform passenger carriage services or logistics services, as the case may be, for the Transportation and/or the Logistics Company.

Transportation Company and Softberry Digital Private Limited (“Softberry”) have separately entered into a Services Agreement (“Agreement”) in order for Transportation/Logistics Company to access the Softberry Services (as defined below).

In addition to the transportation/logistics services it regularly performs pursuant to his or her contractual arrangement with Transportation/Logistics Company, Driver is interested in receiving lead generation and related services through the Softberry Services.

Transportation/Logistics Company and Driver desire to enter into this Addendum to define the terms and conditions under which Driver may receive such lead generation and related services.

In order to use the Softberry Services, Driver and Logistics/Transportation Company must agree to the terms and conditions that are set forth below. Upon Driver's execution (electronic or otherwise) of this Addendum, Driver and Logistics/Transportation Company shall be bound by the terms and conditions set forth herein.

1. Definitions.

- 1.1. "Affiliate" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up.
- 1.2. "Device" means an Softberry Device or Driver-Provided Device, as the case may be.
- 1.3. "Driver App" means Softberry's mobile application that enables transportation providers to access the Softberry Services for the purpose of seeking, receiving and fulfilling on-demand requests for transportation/logistics services by Users, as may be updated or modified by Softberry at its discretion from time to time.
- 1.4. "Driver App ID" means the identification and password key assigned by Softberry to a Driver that enables a Driver to use and access the Driver App.
- 1.5. "Softberry Data" means all data related to the access and use of the Softberry Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation and/or Logistics Services via the Softberry Services and the Driver App, and the Driver ID.
- 1.6. "Softberry Device" means a mobile device owned or controlled by Softberry that is provided to Transportation and/or Logistics Company or a Driver for the sole purpose of such Driver using the Driver App to provide Transportation and/or Logistics Services and for no other purpose whatsoever.
- 1.7. "Softberry Services" mean Softberry's electronic services rendered via a digital technology platform, being on-demand intermediary and related services that enable transportation/logistics providers to seek, receive and fulfil on-demand requests for transportation/logistics services by Users seeking transportation/logistics services; such Softberry Services include Softberry's software, websites, payment services, and related support services systems, as may be updated or modified by Softberry at its discretion from time to time.

- 1.8 “Logistics Services” means the provision of logistics services to Users via the Softberry Services in the Territory by Logistics/Transportation Company and its Drivers using the Vehicles, which would include but not limited to purchase of item(s) to deliver to the User(s) and pick-up an item from one point to deliver to the User(s), which would exclude certain item(s) as enlisted and updated from time to time under the Shipping Policy available on www.Softberry.in.
- 1.9. “Territory” means the city or metro areas in India, which Transportation/Logistics Company and its Drivers are enabled by the Driver App to receive requests for Transportation and/or Logistics Services.
- 1.10. “Transportation Services” means the provision of passenger transportation services to Users via the Softberry Services in the Territory by Transportation Company and its Drivers using the Vehicles.
- 1.11. “User” means an end user authorized by Softberry to use Softberry’s mobile application for the purpose of obtaining Transportation and/or Logistics Services.
- 1.12. “User Information” means information about a User made available to Transportation/Logistics Company or a Driver in connection with such User’s request for and use of Transportation/Logistics Services, which may include the User’s name, pick-up location, contact information and photo.
- 1.13. “Vehicle” means any vehicle of Transportation Company that: (a) meets the then-current Softberry requirements for a vehicle on the Softberry Services; and (b) Softberry authorizes for use by a Driver for the purpose of providing Transportation and/or Logistics Services on behalf of Transportation/Logistics Company.

2. Use of the Softberry Services.

- 2.1. Driver App IDs. Driver will be issued a Driver App ID for providing Transportation Services to enable Driver to access and use the Driver App on a Device in accordance with this Addendum. Driver will maintain his or her Driver App ID in confidence and not share it with any third party unless called upon to do so under a lawful order or by the law enforcement authorities during the course of investigation, and will immediately notify Transportation/Logistics Company of any actual or suspected breach or improper use or disclosure of the Driver App ID or the Driver App.
- 2.2. Provision of Transportation/Logistics Services. When the Driver App is active, User requests for Transportation/Logistics Services may appear to Driver via the Driver App if Driver is available and in the vicinity of the User. If Driver accepts a User’s request for Transportation/Logistics Services, the Softberry Services will provide certain User information to Driver via the Driver App, including the User’s first name and pickup location. In order to enhance User satisfaction with the Softberry mobile application and Driver’s Transportation Services, it is recommended that Driver waits at least ten (10) minutes for a User to show up at the requested pick-up location. Driver will obtain the destination from the User, either in

person upon pickup or from the Driver App if the User elects to enter such destination via Softberry's mobile application. Driver acknowledges and agrees that once he or she has accepted a User's request for Transportation Services, the Softberry Services may provide certain information about Driver to the User, including Driver's first name, contact information, Transportation Company entity name, photo and location, and Driver's Vehicle make and license plate number. Driver shall not contact Users or use any User's personal data for any reason other than for the purposes of fulfilling Transportation/Logistics Services. Driver agrees that his or her contact and/or insurance information may be released to a User upon such User's reasonable request. Driver may not, unless specifically consented to by a User, transport or allow individuals other than a User and any individuals authorized by such User during the performance of Transportation Services for such User. Driver shall transport all Users directly to their specified destination or otherwise complete all logistics related tasks, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

- 2.3. Driver's Relationship With Softberry. Softberry does not, and shall not be deemed to, direct or control Driver generally or in Driver's performance of Transportation/Logistics Services or maintenance of any Vehicle(s). Driver acknowledges that Softberry does not control, or purport to control: (a) when or for how long Driver will utilize the Driver App or the Softberry Services; or (b) Driver's decision, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation/Logistics Services, or to cancel an accepted request for Transportation/Logistics Services, via the Driver App, subject to Softberry's then-current cancellation policies. Driver may be deactivated or otherwise restricted from accessing or using the Driver App or the Softberry Services in the event of a violation of this Addendum or Transportation/Logistics Company's violation of the Agreement, or Driver's or Transportation/Logistics Company's disparagement of Softberry or any of its Affiliates, or Driver's or Transportation/Logistics Company's act or omission that causes harm to Softberry's or any of its Affiliates' brand, reputation or business as determined by Softberry in its sole discretion. Softberry also retains the right to deactivate or otherwise restrict Driver from accessing or using the Driver App or the Softberry Services for any other reason at the sole and reasonable discretion of Softberry. Additionally, Driver acknowledges Softberry's rights in the SOFTBERRY family of trademarks and names, including SOFTBERRY, alone and in combination with other letters, punctuation, words, symbols and/or designs, the SOFTBERRY Logo ("SOFTBERRY Marks and Names"). Driver agrees that he or she will not try to register or otherwise claim ownership in any of the SOFTBERRY Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark or name.
- 2.4. Ratings.
 - 2.4.1. Driver agrees that: (a) after receiving a request for Logistics/Transportation Services, a User will be prompted by Softberry's mobile application to provide a rating of such Transportation Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation Services, Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. Driver shall provide ratings and feedback in good faith.

- 2.4.2. In order to continue to receive access to the Driver App and the Softberry Services, Driver acknowledges that he or she must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Softberry for the Territory, as may be updated from time to time by Softberry in its sole discretion (“Minimum Average Rating”). In the event Driver’s average rating falls below the Minimum Average Rating, Driver may be provided a limited period of time to raise his or her average rating above the Minimum Average Rating. Driver agrees that if Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Softberry may deactivate such Driver’s access to the Driver App and the Softberry Services. Driver agrees that repeated failure to accept User requests for Transportation Services while Driver is logged in to the Driver App creates a negative experience for Users of Softberry’s mobile application. Accordingly, Driver agrees that if they are logged in to the Driver App, they will strive to accept a substantial portion of User requests for Transportation/Logistics Services, and that if they do not wish to accept User requests for Transportation/Logistics Services for a period of time, they will log off of the Driver App.
- 2.4.3. Softberry and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of Softberry and its Affiliates without attribution to or approval of Driver. Driver acknowledges that Softberry and its Affiliates are distributors (without any obligation to verify) and not publishers of Driver and User ratings and comments, provided that Softberry and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual’s name or other personal information, or violate any privacy laws, other applicable laws or Softberry’s or its Affiliates’ content policies.
- 2.5. Devices. If Driver receives any Softberry Device(s), Driver acknowledges that such Device(s):
 - (a) are only to be used for the purposes of enabling Driver’s access to the Softberry Services;
 - and (b) may not be transferred, loaned, sold or otherwise provided in any manner to any other party. If Driver elects to use any Driver-Provided Device(s), Driver acknowledges that Softberry is not responsible for the acquisition, cost or maintenance of any such Driver- Provided Device(s) or any necessary wireless data plan. Softberry shall make available the Driver App for installation on such Driver-Provided Devices. Driver agrees to not provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. Driver will delete and fully remove the Driver App from the Driver-Provided Device in the event that Transportation Company and/or Driver ceases to provide Transportation Services using the Driver- Provided Device. Driver agrees that: (i) use of the Driver App on a Driver-Provided Device requires an active data plan with a wireless carrier associated with the Driver-Provided Device, which data plan will be provided by either Transportation Company or Driver at their own expense; and (ii) use of the Driver App on a Driver-Provided Device as an interface with the Softberry Services may consume very large amounts of data through the data plan. Softberry advises that Driver-provided Devices only be used under a data plan with unlimited or very high data usage limits, and Softberry shall not be responsible or liable for any fees, costs or overage charges associated with any data plan.
- 2.6. Location Based Services. Driver acknowledges and agrees that his or her geo-location information must be provided to the Softberry Services via a Device in order to provide the

Transportation Services. Driver acknowledges and agrees that: (a) his or her geo-location information will be monitored and tracked by the Softberry Services when Driver is logged into the Driver App and available to receive requests for Logistics/Transportation Services, or when Driver is providing Logistics/Transportation Services; and (b) the approximate location of Driver's Vehicle will be displayed to the User before and during the provision of Logistics/Transportation Services to such User. In addition, Softberry may monitor, track and share Driver's geo- location information obtained by the Driver App and Device for safety, security, technical, marketing and commercial purposes, including to provide and improve Softberry's products and services.

3. Driver Requirements

Driver agrees that he or she shall will at all times: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate the Vehicle assigned to them, and (ii) all licenses, permits, approvals and authority necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation/Logistics Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Driver agrees that he or she may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Transportation and/or Logistics Services. Driver may be deactivated from or otherwise restricted from accessing or using the Driver App or the Softberry Services if Driver fails to meet the requirements set forth in this Driver Addendum or if Transportation/Logistics Provider fails to meet the requirements set forth in the Agreement.

4. Modification.

From time to time, Driver may be required to enter into updated versions of this Addendum in order to continue to have access to the Driver App and the Softberry Services.

5. Privacy.

Subject to all applicable laws, Softberry may provide to a third party any information (including personal data and any Softberry Data) about Driver provided under the Agreement if: (a)

there is a complaint, dispute or conflict, including an accident, between Driver and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in Softberry's or any Affiliate's sole discretion, by applicable law or regulation; (d) it is necessary, in Softberry's or any Affiliate's sole discretion, to protect the safety, rights, property or security of Softberry, the Softberry Services or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity which Softberry or any of its Affiliates, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or (e) it is required or necessary, in Softberry's or any Affiliate's sole discretion, for insurance or other purposes related to Driver's ability to qualify, or remain qualified, to use the Softberry Services. Driver understands that Softberry may retain Driver's personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated. Softberry processes personal data (including that referenced in Section 2.6 above) in accordance with its privacy policy located at <http://www.Softberry.in/>.

6. Insurance.

Driver represents and agrees that he or she holds or is otherwise covered by a valid policy of liability insurance (in industry-standard coverage amounts) with respect to Driver's operation of the Vehicle(s) under this Addendum.

7. No Third-Party Beneficiary.

The parties acknowledge that Softberry is a third-party beneficiary to this Addendum. Softberry will have the irrevocable right (and will be deemed to have accepted the right unless this is rejected promptly after receipt of a copy of the executed Addendum) to enforce the Addendum against Transportation/Logistics Company and Driver as a third-party beneficiary thereof.

By clicking "I accept" on the Softberry App or signing below (as such may be required by applicable law), Driver expressly acknowledges that he or she: (i) has read and understood this Addendum; (ii) has had the opportunity to consult with others (including an attorney) regarding

this Addendum; (iii) agrees to be bound by the terms and conditions of this Addendum; and (iv) is legally competent to enter into this Addendum.

Pick Up and Drop Off Terms

These pick up and drop off terms (“PND Terms”) are published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy. In this case, these rules and regulations with respect to Softberry Digital Private Limited (“Softberry”) will include, (i) these PND Terms, (ii) Terms of Use (<https://Softberry.in/terms.html>), and the (iii) the Privacy Policy (<https://Softberry.in/privacy.html>), for access or usage of www.Softberry.in (“Website”) and the Softberry mobile application (“Softberry App”).

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

- 1. As agreed by you in the Terms of Use, Softberry enables a registered user of the Softberry App to connect with independent service providers (“Softberry Partner”), to fulfil tasks raised by such user. Such tasks could include, tasks to pick up and drop items from one location (“Pick-Up Location”) and to drop to another location (“Drop Location”) (such pick up and drop off tasks, “Pick-up/Drop-off Task(s)”).
- 2. You understand and agree that the pick-up and drop service is provided to you by the Softberry Partner directly. Softberry merely acts as a technology platform to facilitate such tasks raised by you, and Softberry does not assume any responsibility or liability for any deficiency in the service on part of the Softberry Partner.
- 3. You agree that if the Softberry Partner picks up certain item(s) from a Pick-Up Location on Your behalf, the Softberry Partner does so on your sole instructions under the task raised by you. Softberry is not a retail store, restaurant, food delivery service, merchandise delivery service, a courier or shipping service or food preparation entity.
- 4. You acknowledge and agree that the Pick-Up Location and the Drop Location have been voluntarily added by you on the Softberry App. You agree that your location data is collected in accordance with Softberry’s Privacy Policy.
- 5. You agree that you shall not request for a Pick-up/Drop-off Task on the Softberry App, for item(s) which are illegal, hazardous, dangerous, or otherwise restricted or constitute items which are prohibited by any statute or law or regulation.

- 6. You agree that before initiating a Pick-up/Drop-off Task on the Softberry Platform, you are well aware of these contents of the package sent or requested by you through registered Softberry Partners, and that such contents are legal and within limits of transportation under any applicable law. Such contents shall not be restricted and/or banned and/or dangerous and/or prohibited for carriage (*such items include, but are not limited to, radio-active, incendiary, corrosive or flammable substances, hazardous chemicals, explosives, firearms or parts thereof and ammunition, firecrackers, cyanides, precipitates, gold and silver ore, bullion, precious metals and stones, jewelry, semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, securities (including stocks and bonds, share certificates and blank signed share transfer forms), coupons, stamps, negotiable instruments in bearer form, cashier's cheques, travellers' cheques, money orders, passports, credit/debit/ATM cards, antiques, works of art, lottery tickets and gambling devices, livestock, fish, insects, animals, plants and plant material, human corpses, organs or body parts, blood, urine and other liquid diagnostic specimens, hazardous or bio-medical waste, wet ice, pornographic materials, contraband, bottled alcoholic beverages or any intoxicant or narcotics and psychotropic substances*).
- 7. You also agree that you shall not request for dispatch of item(s) which require a special transportation permit or require any special license under applicable law.
- 8. You are also aware that the Softberry Partner may choose to not deliver item(s) for any reason whatsoever.
- 9. You also agree that, upon becoming aware of the commission any offence or your intention to commit any offence upon initiating or during a Pick-up/Drop-off Task of any item(s) stipulated under paragraph 6 of these PND Terms or otherwise restricted under applicable law, the Softberry Partner may report such information to the law enforcement authorities.

Merchant Terms

Merchant (Pharmacy) Partner Terms of use

The Softberry Master Framework Letter ("Letter") along with the Merchant Partner Terms of Use ("Terms"), represents and confirms our mutual Terms with respect to the Merchant Partner's participation on the proprietary mobile platform currently made available by Softberry Digital Private Limited ("Softberry" or "us") or its affiliates, from time-to-time, and referred to as the "Softberry App". Upon signing by both parties, the Letter and the Softberry Merchant Terms of Use binding and enforceable legal contract between you and Softberry as of the date set forth above ("Effective Date")

The Terms with you are as follows:

1. Structure of Terms

Our Terms shall consist of this Letter, together with the addenda (individually, an “Addendum”) addressing areas of collaboration agreed to by both of us (this Letter and any and all such Addenda are collectively the “Terms”). In connection with each Addendum, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in an Addendum will supersede conflicting terms contained in these Terms.

2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with the item(s), which include medicines, cosmetics, other licensed drugs and health products made available [each an “Item(s)”] via the Softberry App. Each project will be further specified in an Addendum, and any such project will only be undertaken once we mutually execute such Addendum.

3.

The suggested search term(s) or Merchant item(s) visible on the Softberry App is the general availability of Item(s) during the Merchant’s normal business hours. The Merchant’s customers (the “Buyers” and/or “Softberry App Users”/” User(s)”) may select Item(s) from the displayed search term(s)/listing(s) on the Softberry App.

4. Delivery

The “Softberry Web Dashboard” will be made available to the Merchant to access on-demand logistic services by Delivery Partners. For the sake of clarity, neither Softberry nor its affiliates provide any delivery or logistics services, but Softberry provides a platform for outlets like yours to connect with Delivery Partners for delivery services and to receive demand prediction, payment processing and related information services in connection with the sale of the Items. “Delivery Partner” is defined as an independent contractor who intends to provide on demand delivery services using Softberry’s proprietary technology platform under license from

Softberry or one of its affiliates. Softberry will not have any obligation to deliver the Item(s) as a platform provider. For purposes of delivery of the Items, Softberry and the Delivery Partners shall operate (i) under cover of any approval, license or permission required to operate your business at the Merchant Outlet and sell the Item(s) and (ii) under your control, as your agent (including but not limited to receipt agent of Item charges and based on your instructions, if applicable, apply the Item charges collected on your behalf towards disbursement of the fee payable by you to Delivery Partner), and not employee. For the sake of clarity, you, through the services provided by Delivery Partners, are responsible for the delivery of Items and you maintain possession, control and care of the Items at all times. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Softberry will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Items and will follow reasonable guidance you provide regarding the delivery of the Items.

5. Availability of Item(s)

- 5.a. Item(s). Softberry will provide you reasonable advice regarding demand prediction, which you may use in connection with your determination of the quantity and type of Items made available via the Softberry App. You are fully responsible for quality, safety and delivery of the Items and you shall adhere to all applicable laws and regulations in relation to the preparation, provision, packaging and delivery of the Items. You will determine any quality, portion, size, ingredient or other criteria (including those of laws and regulations) that apply to the Items (“Criteria”) and you are solely responsible for ensuring that the Items meet such criteria when then are made available via the Softberry App. In the event of failing to provide Items that adhere to the Criteria (each, a “Substandard Item”), Softberry is under no obligation to make such Substandard Items available for sale via the Softberry App.
- 5.b. Taxes. You are responsible for determining and setting the retail price (“Retail Price”) for each Item and duly informing Softberry from time to time, including any Item discount(s)/discounts on offer from time to time. You shall be the “retailer” or “seller” of all Items for the purpose of any indirect tax (such as value added tax, sales tax, service tax, goods and services tax) (“Indirect Tax”) and the responsible party for collection and remittance of applicable Indirect Tax. For the sake of clarity, the Retail Price for each Item shall include Indirect Tax, as applicable. You undertake that all applicable taxes on item(s) & delivery would be deposited by you with the government treasury within stipulated timelines. Except as may be expressly agreed in this Terms, each party shall be responsible for its expenses and costs during its performance under this Terms.
- 5.c. Item Inventory. You maintain title to all Item inventory until each Item is delivered to a User. You are responsible for the costs of all Items. Whenever a User wishes to avail Items or

Service as identified by the App, Softberry will notify the Merchant Partner of the specifications and particulars of the order as is received from the User. Upon receipt of an order request from a User, the Merchant Partner shall keep ready the product or provide any service as required by the User. In the event the specifications are not sufficient for the Merchant Partner to process any order, the Merchant Partner must seek further information as required.

- 5.d. Notwithstanding these Terms, Softberry reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by the Merchant Partner which includes, but is not limited to, the following instances:
 - (i). User/Buyer complaints received by Softberry which are directly or indirectly attributable to the quality of item(s) provided by the Merchant Partner either through poor ratings, as defined by Softberry, through calls placed with Softberry or through any other means;
 - (ii). Sale of medicines requiring a prescription, without one to the User or the sale of medicines which are below the standard quality or prohibited from sale under any law;
 - (iii). Breach of the provisions of the Drugs and Cosmetics Act, 1940 and the rules, including any other law applicable to the Merchant Partner;
 - (iv). Breach of the representations and warranties of the Merchant Partner; or
 - (v). Any other material breach of the terms.
 - Notwithstanding anything contained under this Terms, Softberry has the right to immediately delist any of the item(s) from the Platform, which is not in compliance with applicable law or the rules or regulations, made thereunder.
- 5.e. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Merchant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Item(s), undelivered Item(s), discrepancy in the Item(s) delivered which is not in accordance with the Item placed and/or those Item(s) for which User requests for a replacement. ("Disputed Orders") Any such User(s) request a refund for any Item(s) (including, without limitation, any costs associated with retrieving any such Item(s), if applicable), for reasons that are considered by Softberry in its sole discretion as reasonable, for (i) request by the Users of refund or (ii) acceptance by the Delivery Partner of the request. Softberry may deduct refunds from the payment made to you under these Terms.
- 5.f. It is clarified that Softberry shall not be liable to make any payment for a Disputed Order. Softberry shall reserve the right to recover from Merchant Partner, the amount paid to Users/Buyers as refund upto the order value.
- 5.g. In case of complaints from the User pertaining to item quality, or any other such issues, Softberry shall notify the same to Merchant Partner and shall also redirect the Buyer to the consumer call center of the Merchant. Merchant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Softberry has the right to share with the Merchant Partner, the relevant information including the Merchant details to enable

satisfactory resolution of the complaint. Softberry shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Merchant details.

- 5.h. Service Fee. In consideration for use of the Softberry App, Softberry will charge you a service fee as specifically set forth on each applicable Addendum as well as the Letter. All fees under these Terms shall be paid in Indian Rupees and are exclusive of any taxes, including Indirect Tax and withholding tax, if applicable.
- 5.i. Softberry does not guarantee that you will be matched with the Delivery Partner at the time you wish to be matched. Softberry shall not be liable for any failure to match.

6. Promotional Activities

- 6.a. Marketing. Softberry will each showcase the availability of the Items via the Softberry App through various promotional activities (e.g., our respective social media channels, websites, or blogs), as mutually agreed.
- 6.b. Marks. Subject to the terms and conditions of this Terms, each party hereby grants to the other party (and, in the case of Softberry, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Terms, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Except as expressly set forth herein, neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights.
- 6.c. Publicity. Except as may be expressly set forth in this Terms or an applicable Addendum, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.
- 6.d. Privacy. "Personal Data" means any information obtained in connection with this Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered "personal data" or "personal information" under the applicable law. Merchant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the services contemplated by this Terms. Merchant shall maintain the accuracy and integrity of any Personal Data provided by Softberry in its possession, custody or control. Merchant agrees to retain Personal Data provided to Merchant by Softberry solely by using the software and tools provided by Softberry.

7. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in a Letter/Addendum, our relationship is non-exclusive.

8. Confidential Information

“Confidential Information” means any confidential, proprietary or other non-public information disclosed by one party (the “Discloser”) to the other (the “Recipient”), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser’s Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser’s Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser’s Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser’s election) any and all materials or documents containing the Discloser’s Confidential Information, together with all copies thereof in whatever form.

9. Representations and Warranties; Disclaimer

- 9.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms (in your case, including without limitation, any exclusive Terms with any third parties for the availability of item via a technology platform); and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- 9.b. The Merchant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms including, but not limited to, the Drugs and Cosmetics Act, 1940 and rules and regulations made thereunder, including any law applicable to its engagement of Delivery Partners.
- 9.c. The Merchant further represents and warrants that the details of the tax registrations provided by the Merchant and Indirect tax to be levied on each item to be made available for sale via the Softberry App is as per Addendum II, forming integral part of this Terms. The Merchant further confirms and declares that the information provided in Addendum II and the copies of tax registrations, are true and correct, and assumes responsibility to intimate Softberry in case of any change in the provided information. The Merchant undertakes that all Indirect Tax applied on each Item and Delivery made available for sale via the Softberry App would be deposited with the Government Treasury within stipulated timelines.
- 9.d. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

10. Indemnification

- 10.a. Indemnified Claims. Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Softberry and Delivery Partners to the extent they are your agents pursuant to Section 3) in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Softberry Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Softberry or its employees, agents or Delivery Partners.

- 10.b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

11. Limits of Liability

For the purposes of this clause, "Liability" means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Softberry does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Softberry shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Softberry will use its best endeavors to ensure that the unintentional operational errors do not occur, Softberry cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Softberry's aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order.

12. Insurance

During the Term (as defined below) and for one (1) year thereafter, the Merchant shall maintain General Commercial Liability and, if required by law, Worker's Compensation (or substantially equivalent) insurance. The General Commercial Liability insurance policy limits shall be the greater of (a) the limits required by applicable law or (b) the limits customarily

maintained by companies in the merchant's industry, in India. All policies shall be written by reputable insurance companies in the jurisdiction. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon Softberry's request, the Merchant shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a Merchant under the Terms.

13. Term and Termination

Either Softberry or the Merchant Partner can terminate this contract providing 15 days' prior written notice to the other. Softberry shall delist the Merchant Partner at the end of the 15th Day. Upon termination in accordance with the terms hereof, Merchant Partner shall only be required to service Item(s) already placed through Softberry prior to such expiry or earlier termination of these Terms, and Softberry shall be entitled to receive Service Fee for such Item(s).

14. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees.

16. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The venue of the arbitration shall be Bengaluru and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Bengaluru shall have exclusive jurisdiction.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Notice

- All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below:
- Softberry Digital Private Limited
Reg Office: 457, 10th Main Road, 2nd Stage, HAL 2nd Stage, Indiranagar, Bengaluru, Karnataka 560038

19.

If the Merchant Partner notices any discrepancy in the weekly settlement, the Merchant Partner may raise a ticket by writing an email to merchantsupport@Softberry.in and the same will be mutually resolved by both parties within 15 days from the date on which the ticket was raised.

20.

The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

21.

Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

22.

Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Softberry (for Softberry), or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms shall be deemed to create any joint

venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 3 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and Terms, whether oral or written, relating such subject matter hereof. This Terms may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Addendum I

Special Terms

1. Reporting

Softberry will give you information regarding the number of Items picked up by Delivery Partners and sold by you to the Users pursuant to the Terms. The Merchant Partner shall maintain such documents to record the proof of delivery of product or performance of service. Without prejudice to the generality of the aforesaid, Merchant shall routinely and at such time intervals provide such reports and in such formats as may be specified by the Company.

2. Payment

- 2.a. Service Fee. In consideration for Softberry's lead generation, demand prediction, payment processing and other related services provided via the Softberry App under the Terms, Softberry will charge you a service fee, agreed under the Letter and reiterated under the Addendum II (exclusive of Indirect Tax and withholding tax, if any) on Item Value, as defined under the Letter or (the "Service Fee"). This Service Fee is charged as consideration for expediting the Users' orders via the Softberry App.
- 2.b. Goods and services tax ("GST"). Collection by Softberry from Users on your behalf would be subject to tax deduction or collection at source in accordance with the applicable GST laws.

- 2.c. Remittance. Softberry will remit to you the total (i) Item Payment (including any Indirect Tax collected on your behalf but reduced by the Service Fee, amounts remitted to Delivery Partners under your instructions and tax deduction/ collection at source) earned by you, (ii) less any refunds given to your customers or Users (such final remitted amount being the “Item Revenue”).
- 2.d. Item Revenue received by Softberry from the User on behalf of the Merchant Partner will be settled into the Merchant Partner’s bank account, details of which are set forth in Addendum II. Settlement of transaction payments shall be within the time period as set forth by the guidelines of the Reserve Bank of India, where applicable. The Merchant Partner agrees to provide such documents and information necessary or as may be sought by a payment facilitator or bank to enlist the Merchant Partner as a payee of Softberry. The Merchant Partner agrees that for this purpose, information about and provided by the Merchant Partner will be shared with a payment facilitator or bank.

3. Restrictions

Delivery Partners are independent service providers, and as such, they reserve the right to refuse to accept any item for delivery in their sole discretion. Any item that you do not have permission or license to sell or deliver may not be sold to Users.

ADDENDUM II

TAX DETAILS OF THE MERCHANT

1. Details of Tax Registrations

Details of Registration	Registration Number
Permanent Account Number	
Goods & Service Tax Registration	

2. Indirect Taxes to be levied on each Item enlisted on the Softberry App

Nature of Tax	Percentage Levy

Service Tax	
Value Added Tax	
Central Goods & Service Tax	
State Goods & Service Tax	
Integrated Goods & Service Tax	

3. Other Charges to be levied on each Item enlisted on the Softberry App

Nature of Charges	Percentage / Amount
Packaging Charges	

OTHER DETAILS

Name of Merchant Partner	
Effective Date	
Registered Address of the Merchant Partner	
Service Address, Email, Telephone numbers, User/Customer Complaint Redressal Number	
Merchant Partner contact person	

Service Fee	% of the Item Value.
Mode of Payment Settlement	
Bank Account details of the Merchant Partner	

Merchant (Grocery) Partner Terms of use

The Softberry Master Framework Letter (“Letter”) along with the Restaurant/Merchant Partner Terms of Use (“Terms”), represents and confirms our mutual Terms with respect to the Restaurant/Merchant Partner’s participation on the proprietary mobile platform currently made available by Softberry Digital Private Limited (“Softberry” or “us”) or its affiliates, from time-to-time, and referred to as the “Softberry App”. Upon signing by both parties, the Letter and the Softberry Restaurant/Merchant Terms of Use binding and enforceable legal contract between you and Softberry as of the date set forth above (“Effective Date”)

The Terms with you are as follows:

1. Structure of Terms

Our Terms shall consist of this Letter, together with the addenda (individually, an “Addendum”) addressing areas of collaboration agreed to by both of us (this Letter and any and all such Addenda are collectively the “Terms”). In connection with each Addendum, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in an Addendum will supersede conflicting terms contained in these Terms.

2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with the food or packaged food item(s) or any grocery item(s) and/or beverages the Restaurant/Merchant makes available (each, a “Meal” or “Item(s)”, as interchangeably used under these Terms) via the Softberry App. Each project will be further specified in an Addendum, and any such project will only be undertaken once we mutually execute such Addendum.

3.

The suggested search term(s) or Restaurant/Merchant item(s) visible on the Softberry App is the general availability of Meals during the Restaurant’s normal business hours. The Restaurant/Merchant’s customers (the “Buyers” and/or “Softberry App Users”/“ User(s)”) may select Meals from the displayed search term(s)/listing(s) on the Softberry App.

4. Delivery

The “Softberry Web Dashboard” will be made available to the Restaurant/Merchant to access on-demand logistic services by Delivery Partners. For the sake of clarity, neither Softberry nor its affiliates provide any delivery or logistics services, but Softberry provides a platform for restaurants/outlets like yours to connect with Delivery Partners for delivery services and to receive demand prediction, payment processing and related information services in connection with the sale of the Meals. “Delivery Partner” is defined as an independent contractor who intends to provide on demand delivery services using Softberry’s proprietary technology platform under license from Softberry or one of its affiliates. Softberry will not have any obligation to deliver the Item(s) as a platform provider. For purposes of delivery of the Meals, Softberry and the Delivery Partners shall operate (i) under cover of any approval, license or permission required to operate your business at the Restaurant/Merchant Outlet and sell the Meal and (ii) under your control, as your agent (including but not limited to receipt agent of meal charges and based on your instructions, if applicable, apply the meal charges collected on your behalf towards disbursement of the fee payable by you to Delivery Partner), and not employee. For the sake of clarity, you, through the services provided by Delivery Partners, are responsible for the delivery of Meals and you maintain possession, control and care of the Meals at all

times. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Softberry will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Meals and will follow reasonable guidance you provide regarding the delivery of the Meals.

5. Availability of Meal(s)/Item(s)

- 5.a. Meal(s)/Item(s). Softberry will provide you reasonable advice regarding demand prediction, which you may use in connection with your determination of the quantity and type of Meals/Items made available via the Softberry App. You are fully responsible for quality, safety and delivery of the Meals/Items and you shall adhere to all applicable laws and regulations in relation to the preparation, provision, packaging and delivery of the Meals/Items. You will determine any quality, portion, size, ingredient or other criteria (including those of laws and regulations) that apply to the Meals/Items (“Criteria”) and you are solely responsible for ensuring that the Meals/Items meet such criteria when then are made available via the Softberry App. In the event of failing to provide Meals/Items that adhere to the Criteria (each, a “Substandard Meal/Item”), Softberry is under no obligation to make such Substandard Meals/Items available for sale via the Softberry App.
- 5.b. Taxes. You are responsible for determining and setting the retail price (“Retail Price”) for each Meal/Item and duly informing Softberry from time to time, including any Meal/Item discount(s)/discounts on offer from time to time. You shall be the “retailer” or “seller” of all Meals/Items for the purpose of any indirect tax (such as value added tax, sales tax, service tax, goods and services tax) (“Indirect Tax”) and the responsible party for collection and remittance of applicable Indirect Tax. For the sake of clarity, the Retail Price for each Meal/Item shall include Indirect Tax, as applicable. You undertake that all applicable taxes on meal(s)/item(s) & delivery would be deposited by you with the government treasury within stipulated timelines. Except as may be expressly agreed in this Terms, each party shall be responsible for its expenses and costs during its performance under this Terms.
- 5.c. Meal/Item Inventory. You maintain title to all Meal/Item inventory until each Meal/Item is delivered to a User. You are responsible for the costs of all Meals/Items. Whenever a User wishes to avail Meals/Items or Service as identified by the App, Softberry will notify the Restaurant Partner of the specifications and particulars of the order as is received from the User. Upon receipt of an order request from a User, the Restaurant Partner shall keep ready the product or provide any service as required by the User. In the event the specifications are not sufficient for the Restaurant/Merchant Partner to process any order, the Restaurant/Merchant Partner must seek further information as required.
- 5.d. Notwithstanding these Terms, Softberry reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by the Restaurant Partner which includes, but is not limited to, the following instances:

- (i). User/Buyer complaints received by Softberry which are directly or indirectly attributable to the quality of food provided by the Restaurant Partner either through poor ratings, as defined by Softberry, through calls placed with Softberry or through any other means;
- (ii). Breach of the provisions of the Food Safety and Standards Act, 2006 and the rules and regulations, made thereunder, by Restaurant Partner;
- (iii). Breach of the representations and warranties of the Restaurant Partner; or
- (iv). Any other material breach of the terms.
- Notwithstanding anything contained under this Terms, Softberry has the right to immediately delist any of the food products from the Platform, which is not in compliance with the Food Safety and Standards Act, 2006 or the rules or regulations, made thereunder.
- 5.e. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Restaurant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Meal(s)/Item(s), undelivered Meal(s)/Item(s), discrepancy in the Meal(s)/Item(s) delivered which is not in accordance with the Meal/Item placed and/or those Meal(s)/Item(s) for which User requests for a replacement. ("Disputed Orders") Any such User(s) request a refund for any Meal(s)/Item(s) (including, without limitation, any costs associated with retrieving any such Meal(s), if applicable), for reasons that are considered by Softberry in its sole discretion as reasonable, for (i) request by the Users of refund or (ii) acceptance by the Delivery Partner of the request. Softberry may deduct refunds from the payment made to you under these Terms.
- 5.f. It is clarified that Softberry shall not be liable to make any payment for a Disputed Order. Softberry shall reserve the right to recover from Restaurant Partner, the amount paid to Users/Buyers as refund upto the order value.
- 5.g. In case of complaints from the User pertaining to food efficacy, quality, or any other such issues, Softberry shall notify the same to Restaurant Partner and shall also redirect the Buyer to the consumer call center of the Restaurant. Restaurant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Softberry has the right to share with the Restaurant Partner, the relevant information including the Restaurant details to enable satisfactory resolution of the complaint. Softberry shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Restaurant details.
- 5.h. Service Fee. In consideration for use of the Softberry App, Softberry will charge you a service fee as specifically set forth on each applicable Addendum as well as the Letter. All fees under these Terms shall be paid in Indian Rupees and are exclusive of any taxes, including Indirect Tax and withholding tax, if applicable.
- 5.i. Softberry does not guarantee that you will be matched with the Delivery Partner at the time you wish to be matched. Softberry shall not be liable for any failure to match.

6. Promotional Activities

- 6.a. Marketing. Softberry will each showcase the availability of the Meals via the Softberry App through various promotional activities (e.g., our respective social media channels, websites, or blogs), as mutually agreed.
- 6.b. Marks. Subject to the terms and conditions of this Terms, each party hereby grants to the other party (and, in the case of Softberry, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Terms, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Except as expressly set forth herein, neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights.
- 6.c. Publicity. Except as may be expressly set forth in this Terms or an applicable Addendum, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.
- 6.d. Privacy. "Personal Data" means any information obtained in connection with this Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered "personal data" or "personal information" under the applicable law. Restaurant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the services contemplated by this Terms. Restaurant shall maintain the accuracy and integrity of any Personal Data provided by Softberry in its possession, custody or control. Restaurant agrees to retain Personal Data provided to Restaurant by Softberry solely by using the software and tools provided by Softberry.

7. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in a Letter/Addendum, our relationship is non-exclusive.

8. Confidential Information

"Confidential Information" means any confidential, proprietary or other non-public information disclosed by one party (the "Discloser") to the other (the "Recipient"), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not

include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser's Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are be bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser's Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form.

9. Representations and Warranties; Disclaimer

- 9.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms (in your case, including without limitation, any exclusive Terms with any third parties for the availability of food via a technology platform); and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- 9.b. The Restaurant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms including, but not limited to, the Food Safety &

Standards Act, 2006 and rules and regulations made thereunder, its engagement of Delivery Partners.

- 9.c. The Restaurant further represents and warrants that the details of the tax registrations provided by the Restaurant and Indirect tax to be levied on each meal to be made available for sale via the Softberry App is as per Addendum II, forming integral part of this Terms. The Restaurant further confirms and declares that the information provided in Addendum II and the copies of tax registrations, are true and correct, and assumes responsibility to intimate Softberry in case of any change in the provided information. The Restaurant undertakes that all Indirect Tax applied on each Meal and Delivery made available for sale via the Softberry App would be deposited with the Government Treasury within stipulated timelines.
- 9.d. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

10. Indemnification

- 10.a. Indemnified Claims. Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Softberry and Delivery Partners to the extent they are your agents pursuant to Section 3) in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Softberry Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Softberry or its employees, agents or Delivery Partners.
- 10.b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party’s expense.

11. Limits of Liability

For the purposes of this clause, “Liability” means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Softberry does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Softberry shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Softberry will use its best endeavors to ensure that the unintentional operational errors do not occur, Softberry cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Softberry’s aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order.

12. Insurance

During the Term (as defined below) and for one (1) year thereafter, the Restaurant shall maintain General Commercial Liability and, if required by law, Worker’s Compensation (or substantially equivalent) insurance. The General Commercial Liability insurance policy limits shall be the greater of (a) the limits required by applicable law or (b) the limits customarily maintained by companies in the restaurant industry, in India. All policies shall be written by reputable insurance companies in the jurisdiction. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days’ prior written notice to the other party. Upon Softberry’s request, the Restaurant shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a Restaurant under the Terms.

13. Term and Termination

Either Softberry or the Restaurant Partner can terminate this contract providing 15 days' prior written notice to the other. Softberry shall delist the Restaurant Partner at the end of the 15th Day. Upon termination in accordance with the terms hereof, Restaurant Partner shall only be required to service Meal(s) already placed through Softberry prior to such expiry or earlier termination of these Terms, and Softberry shall be entitled to receive Service Fee for such Meal(s).

14. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees.

16. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The

venue of the arbitration shall be Bengaluru and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Bengaluru shall have exclusive jurisdiction.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Notice

- All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below:
- Softberry Digital Private Limited
Reg Office: 457, 10th Main Road, 2nd Stage, HAL 2nd Stage, Indiranagar, Bengaluru, Karnataka 560038

19.

If the Restaurant Partner notices any discrepancy in the weekly settlement, the Restaurant Partner may raise a ticket by writing an email to merchantsupport@Softberry.in and the same will be mutually resolved by both parties within 15 days from the date on which the ticket was raised.

20.

The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

21.

Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

22.

Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “Force Majeure Event”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Softberry (for Softberry), or (b) in connection with the sale of all or substantially all of such party’s equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 3 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and Terms, whether oral or written,

relating such subject matter hereof. This Terms may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Addendum I

Special Terms

1. Reporting

Softberry will give you information regarding the number of Meals picked up by Delivery Partners and sold by you to the Users pursuant to the Terms. The Restaurant Partner shall maintain such documents to record the proof of delivery of product or performance of service. Without prejudice to the generality of the aforesaid, Restaurant shall routinely and at such time intervals provide such reports and in such formats as may be specified by the Company.

2. Payment

- 2.a. Service Fee. In consideration for Softberry's lead generation, demand prediction, payment processing and other related services provided via the Softberry App under the Terms, Softberry will charge you a service fee, agreed under the Letter and reiterated under the Addendum II (exclusive of Indirect Tax and withholding tax, if any) on Meal Value, as defined under the Letter or (the "Service Fee"). This Service Fee is charged as consideration for expediting the Users' orders via the Softberry App.
- 2.b. Goods and services tax ("GST"). Collection by Softberry from Users on your behalf would be subject to tax deduction or collection at source in accordance with the applicable GST laws.
- 2.c. Remittance. Softberry will remit to you the total (i) Meal Payment (including any Indirect Tax collected on your behalf but reduced by the Service Fee, amounts remitted to Delivery Partners under your instructions and tax deduction/ collection at source) earned by you, (ii) less any refunds given to your customers or Users (such final remitted amount being the "Meal Revenue").
- 2.d. Meal Revenue received by Softberry from the User on behalf of the Restaurant Partner will be settled into the Restaurant Partner's bank account, details of which are set forth in Addendum II. Settlement of transaction payments shall be within the time period as set forth by the guidelines of the Reserve Bank of India, where applicable. The Restaurant Partner agrees to provide such documents and information necessary or as may be sought by a payment facilitator or bank to enlist the Restaurant Partner as a payee of Softberry. The Restaurant

Partner agrees that for this purpose, information about and provided by the Restaurant Partner will be shared with a payment facilitator or bank.

3. Restrictions

Delivery Partners are independent service providers, and as such, they reserve the right to refuse to accept any item for delivery in their sole discretion. Any item that you do not have permission or license to sell or deliver may not be sold to Users.

ADDENDUM II

TAX DETAILS OF THE RESTAURANT/MERCHANT

1. Details of Tax Registrations

Details of Registration	Registration Number
Permanent Account Number	
Goods & Service Tax Registration	

2. Indirect Taxes to be levied on each Item enlisted on the Softberry App

Nature of Tax	Percentage Levy
Service Tax	
Value Added Tax	
Central Goods & Service Tax	

State Goods & Service Tax	
Integrated Goods & Service Tax	

3. Other Charges to be levied on each Meal enlisted on the Softberry App

Nature of Charges	Percentage / Amount
Packaging Charges	

OTHER DETAILS

Name of Restaurant Partner	
Effective Date	
Registered Address of the Restaurant Partner	
Service Address, Email, Telephone numbers, User/Customer Complaint Redressal Number	
Restaurant Partner contact person	
Service Fee	% of the Meal Value.
Mode of Payment Settlement	

Bank Account details of the Restaurant Partner	
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Merchant (Restaurant) Partner Terms of Use

The Softberry Master Framework Letter (“Letter”) along with the Restaurant/Merchant Partner Terms of Use (“Terms”), represents and confirms our mutual Terms with respect to the Restaurant/Merchant Partner’s participation on the proprietary mobile platform currently made available by Softberry Digital Private Limited (“Softberry” or “us”) or its affiliates, from time-to-time, and referred to as the “Softberry App”. Upon signing by both parties, the Letter and the Softberry Restaurant/Merchant Terms of Use binding and enforceable legal contract between you and Softberry as of the date set forth above (“Effective Date”)

The Terms with you are as follows:

1. Structure of Terms

Our Terms shall consist of this Letter, together with the addenda (individually, an “Addendum”) addressing areas of collaboration agreed to by both of us (this Letter and any and all such Addenda are collectively the “Terms”). In connection with each Addendum, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in an Addendum will supersede conflicting terms contained in these Terms.

2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with the food or packaged food item(s) or any grocery item(s) and/or beverages the Restaurant/Merchant makes available (each, a “Meal” or “Item(s)”, as interchangeably used under these Terms) via the Softberry App. Each project will be further specified in an Addendum, and any such project will only be undertaken once we mutually execute such Addendum.

3.

The suggested search term(s) or Restaurant/Merchant item(s) visible on the Softberry App is the general availability of Meals during the Restaurant's normal business hours. The Restaurant/Merchant's customers (the "Buyers" and/or "Softberry App Users"/" User(s)") may select Meals from the displayed search term(s)/listing(s) on the Softberry App.

4. Delivery

The "Softberry Web Dashboard" will be made available to the Restaurant/Merchant to access on-demand logistic services by Delivery Partners. For the sake of clarity, neither Softberry nor its affiliates provide any delivery or logistics services, but Softberry provides a platform for restaurants/outlets like yours to connect with Delivery Partners for delivery services and to receive demand prediction, payment processing and related information services in connection with the sale of the Meals. "Delivery Partner" is defined as an independent contractor who intends to provide on demand delivery services using Softberry's proprietary technology platform under license from Softberry or one of its affiliates. Softberry will not have any obligation to deliver the Item(s) as a platform provider. For purposes of delivery of the Meals, Softberry and the Delivery Partners shall operate (i) under cover of any approval, license or permission required to operate your business at the Restaurant/Merchant Outlet and sell the Meal and (ii) under your control, as your agent (including but not limited to receipt agent of meal charges and based on your instructions, if applicable, apply the meal charges collected on your behalf towards disbursement of the fee payable by you to Delivery Partner), and not employee. For the sake of clarity, you, through the services provided by Delivery Partners, are responsible for the delivery of Meals and you maintain possession, control and care of the Meals at all times. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Softberry will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Meals and will follow reasonable guidance you provide regarding the delivery of the Meals.

5. Availability of Meal(s)/Item(s)

- 5.a. Meal(s)/Item(s). Softberry will provide you reasonable advice regarding demand prediction, which you may use in connection with your determination of the quantity and type of Meals/Items made available via the Softberry App. You are fully responsible for quality, safety and delivery of the Meals/Items and you shall adhere to all applicable laws and regulations in relation to the preparation, provision, packaging and delivery of the Meals/Items. You will determine any quality, portion, size, ingredient or other criteria (including those of laws and regulations) that apply to the Meals/Items (“Criteria”) and you are solely responsible for ensuring that the Meals/Items meet such criteria when then are made available via the Softberry App. In the event of failing to provide Meals/Items that adhere to the Criteria (each, a “Substandard Meal/Item”), Softberry is under no obligation to make such Substandard Meals/Items available for sale via the Softberry App.
- 5.b. Taxes. You are responsible for determining and setting the retail price (“Retail Price”) for each Meal/Item and duly informing Softberry from time to time, including any Meal/Item discount(s)/discounts on offer from time to time. You shall be the “retailer” or “seller” of all Meals/Items for the purpose of any indirect tax (such as value added tax, sales tax, service tax, goods and services tax) (“Indirect Tax”) and the responsible party for collection and remittance of applicable Indirect Tax. For the sake of clarity, the Retail Price for each Meal/Item shall include Indirect Tax, as applicable. You undertake that all applicable taxes on meal(s)/item(s) & delivery would be deposited by you with the government treasury within stipulated timelines. Except as may be expressly agreed in this Terms, each party shall be responsible for its expenses and costs during its performance under this Terms.
- 5.c. Meal/Item Inventory. You maintain title to all Meal/Item inventory until each Meal/Item is delivered to a User. You are responsible for the costs of all Meals/Items. Whenever a User wishes to avail Meals/Items or Service as identified by the App, Softberry will notify the Restaurant Partner of the specifications and particulars of the order as is received from the User. Upon receipt of an order request from a User, the Restaurant Partner shall keep ready the product or provide any service as required by the User. In the event the specifications are not sufficient for the Restaurant/Merchant Partner to process any order, the Restaurant/Merchant Partner must seek further information as required.
- 5.d. Notwithstanding these Terms, Softberry reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by the Restaurant Partner which includes, but is not limited to, the following instances:
 - (i). User/Buyer complaints received by Softberry which are directly or indirectly attributable to the quality of food provided by the Restaurant Partner either through poor ratings, as defined by Softberry, through calls placed with Softberry or through any other means;
 - (ii). Breach of the provisions of the Food Safety and Standards Act, 2006 and the rules and regulations, made thereunder, by Restaurant Partner;
 - (iii). Breach of the representations and warranties of the Restaurant Partner; or
 - (iv). Any other material breach of the terms.

- Notwithstanding anything contained under this Terms, Softberry has the right to immediately delist any of the food products from the Platform, which is not in compliance with the Food Safety and Standards Act, 2006 or the rules or regulations, made thereunder.
- 5.e. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Restaurant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Meal(s)/Item(s), undelivered Meal(s)/Item(s), discrepancy in the Meal(s)/Item(s) delivered which is not in accordance with the Meal/Item placed and/or those Meal(s)/Item(s) for which User requests for a replacement. ("Disputed Orders") Any such User(s) request a refund for any Meal(s)/Item(s) (including, without limitation, any costs associated with retrieving any such Meal(s), if applicable), for reasons that are considered by Softberry in its sole discretion as reasonable, for (i) request by the Users of refund or (ii) acceptance by the Delivery Partner of the request. Softberry may deduct refunds from the payment made to you under these Terms.
- 5.f. It is clarified that Softberry shall not be liable to make any payment for a Disputed Order. Softberry shall reserve the right to recover from Restaurant Partner, the amount paid to Users/Buyers as refund upto the order value.
- 5.g. In case of complaints from the User pertaining to food efficacy, quality, or any other such issues, Softberry shall notify the same to Restaurant Partner and shall also redirect the Buyer to the consumer call center of the Restaurant. Restaurant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Softberry has the right to share with the Restaurant Partner, the relevant information including the Restaurant details to enable satisfactory resolution of the complaint. Softberry shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Restaurant details.
- 5.h. Service Fee. In consideration for use of the Softberry App, Softberry will charge you a service fee as specifically set forth on each applicable Addendum as well as the Letter. All fees under these Terms shall be paid in Indian Rupees and are exclusive of any taxes, including Indirect Tax and withholding tax, if applicable.
- 5.i. Softberry does not guarantee that you will be matched with the Delivery Partner at the time you wish to be matched. Softberry shall not be liable for any failure to match.

6. Promotional Activities

- 6.a. Marketing. Softberry will each showcase the availability of the Meals via the Softberry App through various promotional activities (e.g., our respective social media channels, websites, or blogs), as mutually agreed.
- 6.b. Marks. Subject to the terms and conditions of this Terms, each party hereby grants to the other party (and, in the case of Softberry, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Terms, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be

in the form and format specified or approved by the owner of such marks. Except as expressly set forth herein, neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights.

- 6.c. Publicity. Except as may be expressly set forth in this Terms or an applicable Addendum, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.
- 6.d. Privacy. "Personal Data" means any information obtained in connection with this Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered "personal data" or "personal information" under the applicable law. Restaurant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the services contemplated by this Terms. Restaurant shall maintain the accuracy and integrity of any Personal Data provided by Softberry in its possession, custody or control. Restaurant agrees to retain Personal Data provided to Restaurant by Softberry solely by using the software and tools provided by Softberry.

7. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in a Letter/Addendum, our relationship is non-exclusive.

8. Confidential Information

"Confidential Information" means any confidential, proprietary or other non-public information disclosed by one party (the "Discloser") to the other (the "Recipient"), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser's Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such

Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser's Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form.

9. Representations and Warranties; Disclaimer

- 9.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms (in your case, including without limitation, any exclusive Terms with any third parties for the availability of food via a technology platform); and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- 9.b. The Restaurant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms including, but not limited to, the Food Safety & Standards Act, 2006 and rules and regulations made thereunder, its engagement of Delivery Partners.
- 9.c. The Restaurant further represents and warrants that the details of the tax registrations provided by the Restaurant and Indirect tax to be levied on each meal to be made available for sale via the Softberry App is as per Addendum II, forming integral part of this Terms. The Restaurant further confirms and declares that the information provided in Addendum II and the copies of tax registrations, are true and correct, and assumes responsibility to intimate Softberry in case of any change in the provided information. The Restaurant undertakes that all Indirect Tax applied on each Meal and Delivery made available for sale via the Softberry App would be deposited with the Government Treasury within stipulated timelines.

- 9.d. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

10. Indemnification

- 10.a. Indemnified Claims. Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Softberry and Delivery Partners to the extent they are your agents pursuant to Section 3) in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Softberry Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Softberry or its employees, agents or Delivery Partners.
- 10.b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party’s expense.

11. Limits of Liability

For the purposes of this clause, “Liability” means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Softberry does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Softberry shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of

business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Softberry will use its best endeavors to ensure that the unintentional operational errors do not occur, Softberry cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Softberry's aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order.

12. Insurance

During the Term (as defined below) and for one (1) year thereafter, the Restaurant shall maintain General Commercial Liability and, if required by law, Worker's Compensation (or substantially equivalent) insurance. The General Commercial Liability insurance policy limits shall be the greater of (a) the limits required by applicable law or (b) the limits customarily maintained by companies in the restaurant industry, in India. All policies shall be written by reputable insurance companies in the jurisdiction. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon Softberry's request, the Restaurant shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a Restaurant under the Terms.

13. Term and Termination

Either Softberry or the Restaurant Partner can terminate this contract providing 15 days' prior written notice to the other. Softberry shall delist the Restaurant Partner at the end of the 15th Day. Upon termination in accordance with the terms hereof, Restaurant Partner shall only be required to service Meal(s) already placed through Softberry prior to such expiry or earlier

termination of these Terms, and Softberry shall be entitled to receive Service Fee for such Meal(s).

14. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees.

16. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The venue of the arbitration shall be Bengaluru and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Bengaluru shall have exclusive jurisdiction.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Notice

- All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below:
- Softberry Digital Private Limited
Reg Office: 457, 10th Main Road, 2nd Stage, HAL 2nd Stage, Indiranagar, Bengaluru, Karnataka 560038

19.

If the Restaurant Partner notices any discrepancy in the weekly settlement, the Restaurant Partner may raise a ticket by writing an email to merchantsupport@Softberry.in and the same will be mutually resolved by both parties within 15 days from the date on which the ticket was raised.

20.

The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

21.

Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the

remainder of this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

22.

Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “Force Majeure Event”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Softberry (for Softberry), or (b) in connection with the sale of all or substantially all of such party’s equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 3 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and Terms, whether oral or written, relating such subject matter hereof. This Terms may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Addendum I

Special Terms

1. Reporting

Softberry will give you information regarding the number of Meals picked up by Delivery Partners and sold by you to the Users pursuant to the Terms. The Restaurant Partner shall maintain such documents to record the proof of delivery of product or performance of service. Without prejudice to the generality of the aforesaid, Restaurant shall routinely and at such time intervals provide such reports and in such formats as may be specified by the Company.

2. Payment

- 2.a. Service Fee. In consideration for Softberry's lead generation, demand prediction, payment processing and other related services provided via the Softberry App under the Terms, Softberry will charge you a service fee, agreed under the Letter and reiterated under the Addendum II (exclusive of Indirect Tax and withholding tax, if any) on Meal Value, as defined under the Letter or (the "Service Fee"). This Service Fee is charged as consideration for expediting the Users' orders via the Softberry App.
- 2.b. Goods and services tax ("GST"). Collection by Softberry from Users on your behalf would be subject to tax deduction or collection at source in accordance with the applicable GST laws.
- 2.c. Remittance. Softberry will remit to you the total (i) Meal Payment (including any Indirect Tax collected on your behalf but reduced by the Service Fee, amounts remitted to Delivery Partners under your instructions and tax deduction/ collection at source) earned by you, (ii) less any refunds given to your customers or Users (such final remitted amount being the "Meal Revenue").
- 2.d. Meal Revenue received by Softberry from the User on behalf of the Restaurant Partner will be settled into the Restaurant Partner's bank account, details of which are set forth in Addendum II. Settlement of transaction payments shall be within the time period as set forth by the guidelines of the Reserve Bank of India, where applicable. The Restaurant Partner agrees to provide such documents and information necessary or as may be sought by a payment facilitator or bank to enlist the Restaurant Partner as a payee of Softberry. The Restaurant Partner agrees that for this purpose, information about and provided by the Restaurant Partner will be shared with a payment facilitator or bank.

3. Restrictions

Delivery Partners are independent service providers, and as such, they reserve the right to refuse to accept any item for delivery in their sole discretion. Any item that you do not have permission or license to sell or deliver may not be sold to Users.

ADDENDUM II

TAX DETAILS OF THE RESTAURANT/MERCHANT

1. Details of Tax Registrations

Details of Registration	Registration Number
Permanent Account Number	
Goods & Service Tax Registration	

2. Indirect Taxes to be levied on each Meal enlisted on the Softberry App

Nature of Tax	Percentage Levy
Service Tax	
Value Added Tax	
Central Goods & Service Tax	
State Goods & Service Tax	
Integrated Goods & Service Tax	

3. Other Charges to be levied on each Meal enlisted on the Softberry App

Nature of Charges	Percentage / Amount
Packaging Charges	

OTHER DETAILS

Name of Restaurant Partner	
Effective Date	
Registered Address of the Restaurant Partner	
Service Address, Email, Telephone numbers, User/Customer Complaint Redressal Number	
Restaurant Partner contact person	
Service Fee	% of the Meal Value.
Mode of Payment Settlement	
Bank Account details of the Restaurant Partner	

Merchant (Pet Store) Partner Terms of Use

The Softberry Master Framework Letter (“Letter”) along with the Merchant Partner Terms of Use (“Terms”), represents and confirms our mutual Terms with respect to the Merchant Partner’s participation on the proprietary mobile platform currently made available by Softberry Digital Private Limited (“Softberry” or “us”) or its affiliates, from time-to-time, and referred to as the “Softberry App”. Upon signing by both parties, the Letter and the Softberry Merchant Terms of Use binding and enforceable legal contract between you and Softberry as of the date set forth above (“Effective Date”)

The Terms with you are as follows:

1. Structure of Terms

Our Terms shall consist of this Letter, together with the addenda (individually, an “Addendum”) addressing areas of collaboration agreed to by both of us (this Letter and any and all such Addenda are collectively the “Terms”). In connection with each Addendum, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in an Addendum will supersede conflicting terms contained in these Terms.

2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with the item(s), which include perishable/non-perishable goods including other item(s) or accessories produced for pets made available [each an “Item(s)”] via the Softberry App. Each project will be further specified in an Addendum, and any such project will only be undertaken once we mutually execute such Addendum.

3.

The suggested search term(s) or Merchant item(s) visible on the Softberry App is the general availability of Item(s) during the Merchant’s normal business hours. The Merchant’s customers

(the “Buyers” and/or “Softberry App Users”/” User(s)”) may select Item(s) from the displayed search term(s)/listing(s) on the Softberry App.

4. Delivery

The “Softberry Web Dashboard” will be made available to the Merchant to access on-demand logistic services by Delivery Partners. For the sake of clarity, neither Softberry nor its affiliates provide any delivery or logistics services, but Softberry provides a platform for outlets like yours to connect with Delivery Partners for delivery services and to receive demand prediction, payment processing and related information services in connection with the sale of the Items. “Delivery Partner” is defined as an independent contractor who intends to provide on demand delivery services using Softberry’s proprietary technology platform under license from Softberry or one of its affiliates. Softberry will not have any obligation to deliver the Item(s) as a platform provider. For purposes of delivery of the Items, Softberry and the Delivery Partners shall operate (i) under cover of any approval, license or permission required to operate your business at the Merchant Outlet and sell the Item(s) and (ii) under your control, as your agent (including but not limited to receipt agent of Item charges and based on your instructions, if applicable, apply the Item charges collected on your behalf towards disbursement of the fee payable by you to Delivery Partner), and not employee. For the sake of clarity, you, through the services provided by Delivery Partners, are responsible for the delivery of Items and you maintain possession, control and care of the Items at all times. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Softberry will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Items and will follow reasonable guidance you provide regarding the delivery of the Items.

5. Availability of Item(s)

- 5.a. Item(s). Softberry will provide you reasonable advice regarding demand prediction, which you may use in connection with your determination of the quantity and type of Items made available via the Softberry App. You are fully responsible for quality, safety and delivery of the Items and you shall adhere to all applicable laws and regulations in relation to the preparation, provision, packaging and delivery of the Items. You will determine any quality, portion, size, ingredient or other criteria (including those of laws and regulations) that apply to the Items

("Criteria") and you are solely responsible for ensuring that the Items meet such criteria when then are made available via the Softberry App. In the event of failing to provide Items that adhere to the Criteria (each, a "Substandard Item"), Softberry is under no obligation to make such Substandard Items available for sale via the Softberry App.

- 5.b. Taxes. You are responsible for determining and setting the retail price ("Retail Price") for each Item and duly informing Softberry from time to time, including any Item discount(s)/discounts on offer from time to time. You shall be the "retailer" or "seller" of all Items for the purpose of any indirect tax (such as value added tax, sales tax, service tax, goods and services tax) ("Indirect Tax") and the responsible party for collection and remittance of applicable Indirect Tax. For the sake of clarity, the Retail Price for each Item shall include Indirect Tax, as applicable. You undertake that all applicable taxes on item(s) & delivery would be deposited by you with the government treasury within stipulated timelines. Except as may be expressly agreed in this Terms, each party shall be responsible for its expenses and costs during its performance under this Terms.
- 5.c. Item Inventory. You maintain title to all Item inventory until each Item is delivered to a User. You are responsible for the costs of all Items. Whenever a User wishes to avail Items or Service as identified by the App, Softberry will notify the Merchant Partner of the specifications and particulars of the order as is received from the User. Upon receipt of an order request from a User, the Merchant Partner shall keep ready the product or provide any service as required by the User. In the event the specifications are not sufficient for the Merchant Partner to process any order, the Merchant Partner must seek further information as required.
- 5.d. Notwithstanding these Terms, Softberry reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by the Merchant Partner which includes, but is not limited to, the following instances:
 - (i). User/Buyer complaints received by Softberry which are directly or indirectly attributable to the quality of item(s) provided by the Merchant Partner either through poor ratings, as defined by Softberry, through calls placed with Softberry or through any other means;
 - (ii). Breach of the provisions of the Prevention of Cruelty to Animals Act, 1960 and the rules and regulations, made thereunder, by Merchant Partner;
 - (iii). Breach of the representations and warranties of the Merchant Partner; or
 - (iv). Any other material breach of the terms.
 - Notwithstanding anything contained under this Terms, Softberry has the right to immediately delist any of the item(s) from the Platform, which is not in compliance with the Prevention of Cruelty to Animals Act, 1960 or the rules or regulations, made thereunder.
- 5.e. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Merchant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Item(s), undelivered Item(s), discrepancy in the Item(s) delivered which is not in accordance with the Item placed and/or those Item(s) for which User requests for a replacement. ("Disputed Orders") Any such

User(s) request a refund for any Item(s) (including, without limitation, any costs associated with retrieving any such Item(s), if applicable), for reasons that are considered by Softberry in its sole discretion as reasonable, for (i) request by the Users of refund or (ii) acceptance by the Delivery Partner of the request. Softberry may deduct refunds from the payment made to you under these Terms.

- 5.f. It is clarified that Softberry shall not be liable to make any payment for a Disputed Order. Softberry shall reserve the right to recover from Merchant Partner, the amount paid to Users/Buyers as refund upto the order value.
- 5.g. In case of complaints from the User pertaining to item quality, or any other such issues, Softberry shall notify the same to Merchant Partner and shall also redirect the Buyer to the consumer call center of the Merchant. Merchant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Softberry has the right to share with the Merchant Partner, the relevant information including the Merchant details to enable satisfactory resolution of the complaint. Softberry shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Merchant details.
- 5.h. Service Fee. In consideration for use of the Softberry App, Softberry will charge you a service fee as specifically set forth on each applicable Addendum as well as the Letter. All fees under these Terms shall be paid in Indian Rupees and are exclusive of any taxes, including Indirect Tax and withholding tax, if applicable.
- 5.i. Softberry does not guarantee that you will be matched with the Delivery Partner at the time you wish to be matched. Softberry shall not be liable for any failure to match.

6. Promotional Activities

- 6.a. Marketing. Softberry will each showcase the availability of the Items via the Softberry App through various promotional activities (e.g., our respective social media channels, websites, or blogs), as mutually agreed.
- 6.b. Marks. Subject to the terms and conditions of this Terms, each party hereby grants to the other party (and, in the case of Softberry, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Terms, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Except as expressly set forth herein, neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights.
- 6.c. Publicity. Except as may be expressly set forth in this Terms or an applicable Addendum, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.

- 6.d. Privacy. “Personal Data” means any information obtained in connection with this Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered “personal data” or “personal information” under the applicable law. Merchant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the services contemplated by this Terms. Merchant shall maintain the accuracy and integrity of any Personal Data provided by Softberry in its possession, custody or control. Merchant agrees to retain Personal Data provided to Merchant by Softberry solely by using the software and tools provided by Softberry.

7. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in a Letter/Addendum, our relationship is non-exclusive.

8. Confidential Information

“Confidential Information” means any confidential, proprietary or other non-public information disclosed by one party (the “Discloser”) to the other (the “Recipient”), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser’s Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser’s Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser’s Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the

Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form.

9. Representations and Warranties; Disclaimer

- 9.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms (in your case, including without limitation, any exclusive Terms with any third parties for the availability of item via a technology platform); and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- 9.b. The Merchant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms including, but not limited to, the Prevention of Cruelty to Animals Act, 1960 and rules and regulations made thereunder, including any law applicable to its engagement of Delivery Partners.
- 9.c. The Merchant further represents and warrants that the details of the tax registrations provided by the Merchant and Indirect tax to be levied on each item to be made available for sale via the Softberry App is as per Addendum II, forming integral part of this Terms. The Merchant further confirms and declares that the information provided in Addendum II and the copies of tax registrations, are true and correct, and assumes responsibility to intimate Softberry in case of any change in the provided information. The Merchant undertakes that all Indirect Tax applied on each Item and Delivery made available for sale via the Softberry App would be deposited with the Government Treasury within stipulated timelines.
- 9.d. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

10. Indemnification

- 10.a. Indemnified Claims. Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and

agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Softberry and Delivery Partners to the extent they are your agents pursuant to Section 3) in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Softberry Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Softberry or its employees, agents or Delivery Partners.

- 10.b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party’s expense.

11. Limits of Liability

For the purposes of this clause, “Liability” means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Softberry does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Softberry shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Softberry will use its best endeavors to ensure that the unintentional operational errors do not occur, Softberry cannot

provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Softberry's aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order.

12. Insurance

During the Term (as defined below) and for one (1) year thereafter, the Merchant shall maintain General Commercial Liability and, if required by law, Worker's Compensation (or substantially equivalent) insurance. The General Commercial Liability insurance policy limits shall be the greater of (a) the limits required by applicable law or (b) the limits customarily maintained by companies in the merchant's industry, in India. All policies shall be written by reputable insurance companies in the jurisdiction. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon Softberry's request, the Merchant shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a Merchant under the Terms.

13. Term and Termination

Either Softberry or the Merchant Partner can terminate this contract providing 15 days' prior written notice to the other. Softberry shall delist the Merchant Partner at the end of the 15th Day. Upon termination in accordance with the terms hereof, Merchant Partner shall only be required to service Item(s) already placed through Softberry prior to such expiry or earlier termination of these Terms, and Softberry shall be entitled to receive Service Fee for such Item(s).

14. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy.

No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees.

16. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The venue of the arbitration shall be Bengaluru and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Bengaluru shall have exclusive jurisdiction.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Notice

- All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below:
- Softberry Digital Private Limited
Reg Office: 457, 10th Main Road, 2nd Stage, HAL 2nd Stage, Indiranagar, Bengaluru, Karnataka 560038

19.

If the Merchant Partner notices any discrepancy in the weekly settlement, the Merchant Partner may raise a ticket by writing an email to merchantsupport@Softberry.in and the same will be mutually resolved by both parties within 15 days from the date on which the ticket was raised.

20.

The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

21.

Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

22.

Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes,

work stoppage or other labor disturbances, war or sabotage (each being a “Force Majeure Event”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Softberry (for Softberry), or (b) in connection with the sale of all or substantially all of such party’s equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 3 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and Terms, whether oral or written, relating such subject matter hereof. This Terms may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Addendum I

Special Terms

1. Reporting

Softberry will give you information regarding the number of Items picked up by Delivery Partners and sold by you to the Users pursuant to the Terms. The Merchant Partner shall maintain such documents to record the proof of delivery of product or performance of service.

Without prejudice to the generality of the aforesaid, Merchant shall routinely and at such time intervals provide such reports and in such formats as may be specified by the Company.

2. Payment

- 2.a. Service Fee. In consideration for Softberry's lead generation, demand prediction, payment processing and other related services provided via the Softberry App under the Terms, Softberry will charge you a service fee, agreed under the Letter and reiterated under the Addendum II (exclusive of Indirect Tax and withholding tax, if any) on Item Value, as defined under the Letter or (the "Service Fee"). This Service Fee is charged as consideration for expediting the Users' orders via the Softberry App.
- 2.b. Goods and services tax ("GST"). Collection by Softberry from Users on your behalf would be subject to tax deduction or collection at source in accordance with the applicable GST laws.
- 2.c. Remittance. Softberry will remit to you the total (i) Item Payment (including any Indirect Tax collected on your behalf but reduced by the Service Fee, amounts remitted to Delivery Partners under your instructions and tax deduction/ collection at source) earned by you, (ii) less any refunds given to your customers or Users (such final remitted amount being the "Item Revenue").
- 2.d. Item Revenue received by Softberry from the User on behalf of the Merchant Partner will be settled into the Merchant Partner's bank account, details of which are set forth in Addendum II. Settlement of transaction payments shall be within the time period as set forth by the guidelines of the Reserve Bank of India, where applicable. The Merchant Partner agrees to provide such documents and information necessary or as may be sought by a payment facilitator or bank to enlist the Merchant Partner as a payee of Softberry. The Merchant Partner agrees that for this purpose, information about and provided by the Merchant Partner will be shared with a payment facilitator or bank.

3. Restrictions

Delivery Partners are independent service providers, and as such, they reserve the right to refuse to accept any item for delivery in their sole discretion. Any item that you do not have permission or license to sell or deliver may not be sold to Users.

ADDENDUM II

TAX DETAILS OF THE MERCHANT

1. Details of Tax Registrations

Details of Registration	Registration Number
Permanent Account Number	
Goods & Service Tax Registration	

2. Indirect Taxes to be levied on each Item enlisted on the Softberry App

Nature of Tax	Percentage Levy
Service Tax	
Value Added Tax	
Central Goods & Service Tax	
State Goods & Service Tax	
Integrated Goods & Service Tax	

3. Other Charges to be levied on each Item enlisted on the Softberry App

Nature of Charges	Percentage / Amount
Packaging Charges	

OTHER DETAILS

Name of Merchant Partner	
Effective Date	
Registered Address of the Merchant Partner	
Service Address, Email, Telephone numbers, User/Customer Complaint Redressal Number	
Merchant Partner contact person	
Service Fee	% of the Item Value.
Mode of Payment Settlement	
Bank Account details of the Merchant Partner	

Merchant Outlet Offer(s) and Sampling: Terms & Conditions

- 1. As a registered User, You understand that Softberry is merely a technology intermediary communicating a promotion on behalf of the Merchant and is not in any manner liable for the content hosted or otherwise the Offer extended through the Softberry App.
- 2. You acknowledge that the product is offered for sale or otherwise offered without any consideration, as the case maybe, by the Merchant and not Softberry.
- 3. You agree that any product/item procured/purchased by you from the Merchant shall be for your personal consumption.
- 4. All commercial/contractual terms are offered by and agreed to between User and Merchant(s) alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. Softberry

does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.

- 5. Softberry does not make any representation or Warranty as to specifics (such as quality, value, saleability, etc.) of the products or services proposed to be sold or offered to be sold or purchased on the Softberry App. Softberry shall not be liable in case the product sold by the Merchant is unfit for use or faulty or rendered unfit during carriage of the same from the point of pick-up to the drop-off point.
- 6. Softberry does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular Merchant that You choose to deal with on the Softberry App and use Your best judgment in that behalf.
- 7. Softberry does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Softberry App. Softberry accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
- 8. Consistent with Softberry's Privacy Policy, Softberry may share your information with third parties to manage, expedite and improve the Softberry App services provided to you or otherwise to carry out specific service requests, including any other reason(s) as covered under the Privacy Policy acknowledged by you.
- 9. Softberry is not responsible for any non-performance or breach of any contract entered into between Users and Merchants. Softberry shall not and is not required to mediate or resolve any dispute or disagreement between Users and Merchants.
- 10. At no time shall Softberry hold any right, title or interest over the products nor shall Softberry have any obligations or liabilities in respect of such contract.
- 11. Softberry is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.
- 12. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the Merchant that you transact with.