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INDIA NON JUDICIAL

Government of Uttarakhand

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Certificate No.

: IN-UK78585008356688X

Certificate Issued Date

: 07-Mar-2025 12:26 PM

Account Reference

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: SUBIN-UKUK132020464422611913526X

Purchased by

: NO PAPERFORMS SOLUTIONS PRIVATE LIMITED

Description of Document

: Article 5 Agreement or Memorandum of an agreement

Property Description

: NA

Consideration Price (Rs.)

: 0
(Zero)

First Party

: NO PAPERFORMS SOLUTIONS PRIVATE LIMITED

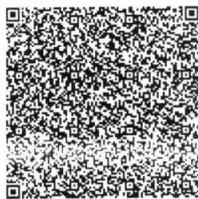
Second Party

: SWAMI RAMA HIMALAYAN UNIVERSITY

Stamp Duty Paid By

: NO PAPERFORMS SOLUTIONS PRIVATE LIMITED

Stamp Duty Amount(Rs.)

: 100
(One Hundred only)

Swami Rama
Himalayan University
Dehradun District
Uttarakhand

Please write the name of the person in this line



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Service Contract

This **Service Contract** (the hereinafter referred to as the "MoU" or "Contract") is entered into as of **07/03/2025** by and between

NoPaperForms Solutions Private Limited, a company incorporated under the Companies Act, 2013, having corporate office at 1st Floor, 242 & 243, AIHP Palms, Udyog Vihar, Phase IV, Gurugram-122016 (hereinafter referred to as the "Company" or "NoPaperForms") and

Swami Rama Himalayan University (SRHU), a university established under section 2 (f) of UGC Act 1956 vide Uttarakhand State Act, having its registered office at Swami Rama Nagar, P.O. Jolly Grant, Doiwala, Dehradun, Uttarakhand- 248016 (hereinafter referred to as the "Client" or "Organization").

NoPaperForms Solutions Pvt Ltd and Swami Rama Himalayan University are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

1. Company is SaaS-based Enrolment Automation Platform catering to the needs of academic institutions.
2. Client is a University with an emphasis on providing education, training and research in the areas of medical sciences, dental sciences, allied health sciences, pharmacy, nursing, management studies, science, engineering and technology, rural development, humanities, yoga sciences and other areas of higher education.
3. The Client has agreed to engage **Meritto (a product of NoPaperForms)** to automate the Admissions/Enrolment process for **Swami Rama Himalayan University** (the "Client").
4. The Company shall enable **Enrollment Cloud - Standard-Plan** at Client's end confined to the scope and features mentioned in the deliverables listed below. The Company's products are 100% web-based and require no installation of software/hardware.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. Duration of Contract

The Contract will be valid from "**7th March 2025 to 9th December 2025**" (herein after called subscription period) whichever ends earlier. After the contract completion, it will be renewed upon mutual consent of both the parties. The renewal date for the contract will be a month in advance to the end date of the admission cycle or one year whichever is earlier. In case of non-renewal, the subscription shall expire automatically on the expiry of the one admission cycle of Swami Rama Himalayan University or on expiration date i.e. 9th December 2025.

2. Non-Disclosure

This contract binds both the Client and the Company not to disclose any confidential information in whatsoever circumstances through whatsoever medium without the written consent of the other party or as required by law. This includes Candidate Information, Terms and Conditions, Commercial Agreement or any other sensitive detail to either business.



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In the event that the Company discloses or leaks the Client's confidential data without prior authorization, the Company shall be liable for any resulting damages, including financial losses, reputational harm, and legal expenses incurred by the Client. The Client reserves the right to terminate this contract immediately, seek injunctive relief to prevent further disclosure, and claim compensation for any harm caused by the breach. Additionally, the Company may be subject to penalties, fines, or regulatory action under applicable Indian laws. The Company shall indemnify the Customer for any third-party claims arising from the unauthorized disclosure of confidential information. The Client may also pursue legal or criminal action, including breach of trust or privacy violations, depending on the nature of the breach.

3. General Terms and Conditions

3.1 Binding contract during subscription duration: The contract cannot be paused for convenience for the duration of the subscription period.

3.2 Billing Start Date: Billing of Subscription shall start at Subscription Start Date. This includes the period of setup and implementation.

3.3 Subscription Service: The billing is based on subscription plan and licenses procured. If a license is not used, then it will not lead to any refund/credit.

3.4 Upgrade / Downgrade Term: If a plan is upgraded or licenses are added, then it will be billed from the activation month till subscription end month. Downgrade is not permitted during the subscription period.

3.5 Refund/Termination Policy: No refund of any fees for the contract period (subscription fee, setup fee or Allied Services credits bought). In the event of a material breach of the terms and conditions of the contract by the Company, the Client may terminate this contract by providing 30 days' written notice, provided that such breach remains uncured at the expiration of the notice period. If the Client terminates the contract due to a material breach by the Company, or if the Company terminates the contract for any reason, the Company shall refund a proportionate amount of any advance payments made, corresponding to the services not provided up to the date of termination. Upon termination of this contract, the Company shall promptly and securely hand over all data, files, documents, and materials belonging to the Client. The Company shall ensure that all Client data is returned in its original form, including any copies or backups, and shall provide assistance in transferring the data to the Client. The Company shall certify all saves for such copies as may be required to be retained by law or for compliance with corporate governance requirements and internal policies or to defend itself against any proceedings brought against it, as well as copies of electronically exchanged confidential Information



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made as a matter of routine information technology backup, however any use of this data shall be with the prior consent of SRHU.

3.6 Right on Data: Customers have the sole right on their data hosted in Meritto platform and such data shall not be used by Meritto for any other purpose except to provide services under this contract.

3.7 Support Hours: Monday to Friday 10 am to 7 pm IST except on public holidays.

3.8 Allied Services:

- a. If the Client wishes to send communication through the platform, they need to recharge their account with subscription (for the communication) as per their usage requirement. This prepaid amount will be consumed as per the rates mentioned in the Top Up Price section in Schedule C.
- b. As the prices for these Allied services offered are based on the pricing of the respective service providers or vendors, thus in case of a revision in price by the service providers or vendors, Meritto pricing will also be revised. The client will be intimated in advance of any such revision if, as and when it happens, wherever possible.
- c. Any unused balance of Allied Service credits would lapse on the expiry (unless renewed based on mutual agreement) or termination of this contract.

4. Indemnity

Each Party agrees to indemnify, hold harmless and keep indemnified the other Party, its directors, officers, employees and authorized representatives, from and against any actions, claims, costs, damages, demands, expenses, losses, penalties, fines, assessments and injuries (including reasonable attorney's fees) suffered or incurred by the indemnified Party, arising directly or indirectly from, or in connection with:

- (i) the non-performance or failure of indemnifying Party to fulfill its obligations under this contract;
- (ii) any material breach of representations, warranties, or covenants made by indemnifying Party under this contract, or
- (iii) Any negligence, misconduct, misrepresentation, or wrongful act or omission by the indemnifying Party, its officers, agents, employees, subcontractors, or representatives in connection with the performance of this contract."

5. Dispute Resolution

Any dispute arising out of or in connection with this contract shall be settled amicably through negotiations between the parties.

If the dispute cannot be settled amicably within 30 days, such dispute shall be referred to and finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Dehradun, Uttarakhand, India. This contract shall be governed by and construed in accordance with the laws of India. The parties agree that any disputes, claims, or controversies



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arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the courts located in Dehradun, Uttarakhand, India.

8. Entire Agreement

This contract constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. Amendment

This contract may be amended only by a writing signed by both parties.

10. Notices

Any notice or communication given under the contract to the Company must be sent via email to legal@meritto.com, and if to the Client reg@srhu.edu.in.

11. Consent

The Client hereby authorizes NoPaperForms Solutions Private Limited to invoice the Client as per the subscription details mentioned above and the Client promises to pay the invoiced amount within the credit period i.e. forty-five (45) days. The Client understands that the subscription is subject to Subscription Agreement terms mentioned on Meritto website. A copy of terms & conditions downloaded from the above link is attached with this contract as Schedule D for ready reference. In case of the conflict between the terms contained in this Service Contract and the terms page on the website, those specific clauses mentioned in this Service Contract shall prevail.

12. Non Assignment

The Parties shall not assign any of the rights under this contract, or delegate the performance of any of their obligations hereunder, without the prior written consent of the other Party.

13. Representation & Warranties

Each party represents and warrants to the other that it has full power and absolute authority to enter into, execute and deliver this service contract and to perform its obligations and the transactions contemplated hereby and, it is duly incorporated and validly registered under the laws of the jurisdiction of its incorporation or organisation. The execution and delivery of this contract and the performance by it of the transactions contemplated hereby have been duly authorised by all necessary corporate or other internal action of such Party. The execution, delivery and performance by it of this contract does not violate any statute, law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, court or tribunal to which it is subject.



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14. Neither party shall use the other party's name, website address, and logo ("Logo") for any purpose without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Service Contract under seal.

On behalf of

Swami Rama Himalayan University



Name: Commander Challa Venkateswar (Retd.)

Designation: Registrar

On behalf of

NoPaperForms Solutions Private Limited



Name: Manish Kumar

Designation:

WITNESS:

Signature: _____

Name: Suraj Bhutt, IT Dept

Address: SRHU, Jollygrant

Signature: _____

Name: AKASH SENGAL

Address: Gurgaon

S/o Sh. Ashok Sehgal
R/o S-16, Gali No-4,
South Anarkali, Krishna
Nagar, East Delhi-110051
ADHAR NO. 315425514622



Schedule A: Client Information

Institution Name	Swami Rama Himalayan University
Website	https://srhu.edu.in/
Whether the client is registered under any regulatory body recognised by the Department of Higher Education (Ministry of education)?	University Grants Commission (UGC): SRHU is recognized by the UGC , the statutory body responsible for maintaining higher education standards in India. This recognition allows the university to grant degrees as per the norms of the UGC Act, 1956 . Regulatory Approvals for Specific Programs: The university also has program-specific approvals from bodies like: • Medical Council of India (MCI) (now replaced by the National Medical Commission, NMC) for medical courses. • Nursing Council of India (NCI) for nursing programs. • Pharmacy Council of India (PCI) for pharmacy programs.
Name of the regulatory body	University Grants Commission under Section 2(f) of the UGC Act, 1956
Affiliation/registration/application number granted by the regulatory body	AOP (Association of Persons)

Billing Details

Billing Name	Swami Rama Himalayan University
Invoice Address	Bill To Swami Rama Himalayan University. Swami Ram Nagar, Joly Grant, Dehradun 248016 Uttarakhand, India Uttarakhand India



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PAN #	AAAJH0463L
GST #	05AAAJH0463L1ZC
TAN #	MRTH01304C
POC Details for Invoicing	
Name	Mr. Hemant Negi
Email	hemantnegi@srhu.edu.in
Phone	+91-9873154981
Designation	Head of Digital Marketing

Business POC Details

Contact Name (Business POC)	Mr. Hemant Negi
Email	hemantnegi@srhu.edu.in
Phone	+91-9873154981
Designation	Head of Digital Marketing
Email Address for Admin Account Creation	hemantnegi@srhu.edu.in



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Schedule B: Deliverables

Deliverables	Enrollment Cloud
Plan Name	Standard Plan

Lead Management	Marketing Platform
Google Lead Ad Connectors	Remarketing Connectors - Google
Facebook Lead Ad Connectors	Remarketing Connectors - Facebook
Bulk Offline Upload/Quick Add	Conversion Tags Integration
Lead Source Tracking	Drag & Drop Email Template Builder
Duplicate Blocking	Responsive Email Template Gallery
Lead Verification	Responsive Email Campaigns
OneView Lead Profile	SMS Campaigns
Custom Fields	Recurring Communication
Custom Tabs	Communication Performance Reports & Tracking
Counselor Management Platform	Campaign Management Platform
Smart Views	Campaign Dashboard
Round Robin Lead Distribution	Lead Verification Index
Advanced Lead Distribution (Business Logic)	Dynamic Lead Flow (API)
Lead Distribution to checked in users	Channel Classification
Tasks & Follow Ups	Source Classification (PST Tracking)
Conversation Notes	Inventory Classification
Request and Schedule a Call Automation	Publisher Panel Platform
Counselor Productivity Dashboard	MEI
Counselor Notifications, Disposition Automation	
One-on-one Emails	
One-on-One WhatsApp	



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Predictive Analytics (Lead Score, Lead Strength)	
User and Team Management	Mobile CRM
Default Role Based Access	Mobile App Click to Call
Custom Role Based Access	Mobile App Check In - Check Out
Teams & Hierarchy Management	Mobile App - Field Force Tracking
User Session and Audit Log Module	
Data Masking Module	
Restricted IP Access Module	
Developer Portal	Training & Support
Publisher APIs Connector	Email Support (Ticket System)
Lead Integration APIs	Virtual Training (Zoom)
	On-site Training
Application Automation Platform	Payment Management (Collexo)
Application Form Automation	Application / Token Fees Collection (Standard Workflows)
Student Admission Portal	Payment link
Institute level Registration page	Split Payment
Form level Registration Page	Payment reminder
SAP whitelabelled URL	Discount/Voucher Management
Query Management System	
Document Manager (View and Download)	
Email/SMS Notification	
Login via Application Number	
Login via OTP	
Aadhar Authentication	
Document Verification	
Offer Letter Placement	



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Schedule C: Plan, Pricing, and Billing Details

:C Subscription

Subscription/Contract Dates and Duration	Start Date	7th March 2025
	End Date	9th December 2025
	Duration (Months)	9 months
Subscription Plan Name	Enrollment Cloud – Standard Plan	
Plan Limits (key license limits of the chosen plan)	Type	Standard Plan
	(A)	
	White labeled URL	Yes
	Number of user logins	Up to 15
	Max Contact/Lead Limit	1,50,000
	Max Raw data Intake Limit	1,00,000
	Number of Widgets	10
	Google Remarketing Connector	Yes
	Facebook Remarketing Connector	Yes
	Android Mobile App	Yes
	Application form Platform cloud	Yes
	Number of Application form	10
	Document Verification	Yes
	Query Management System	Yes
	Responsive Landing Builder	1
	Application Fee Multiple Fee collection	Yes
	NIAA Web	Yes
	NIAA Whatsapp	Yes
	Whatsapp Business API	Yes
	JUNO 2 way ERP Integration	Yes
	Maintenance	



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	Total Subscription Plan Cost (A)	INR 9,25,000+ Taxes
	Total Offered Subscription Plan(A)	INR 7,00,000+Taxes
	Applications surcharge cost surcharge till 2500 paid applications	INR 2,00,000 Cost Absorbed only for session 2025
	Applications Cost to billed post 2500 paid Applications	INR 80 /Paid Application

D. Total Costs Summary

Particulars	Costs
Total Subscription Plan Cost (A)	INR 7,00,000
Taxes	INR 1,26,000
Total Subscription Costs (A) inclusive of all Taxes	INR 8,26,000

Payment Terms and Schedule

-The total costs are to be paid as per the following payment schedule

Due Date	Description	Amount
Upon signing of the Contract	Payment of core INR 5,00,000+Taxes to be released on the date of signing the new contract.	INR 5,00,000+Taxes
31 st March 2025	Payment of core INR 1,00,000+Taxes to be released on or before 31 st of March 2025	INR 1,00,000 +Taxes
31 st May 2025	Payment of core INR 1,00,000+Taxes to be released on or before 31 st May 2025	INR 1,00,000 +Taxes



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- All invoices are to be paid 100% in advance unless explicitly stated otherwise
- Payment Mode: Cheque/NEFT/RTGS/Bank Transfer
- Any charges levied towards payment of invoices or bank transfer charges need to be borne by the client
- Please use the following details for payments

Company Name: NoPaperForms Solutions Private Limited

Bank Name: HDFC BANK LTD

Account Number: 50200028221477

Branch : Okhla Industrial Area Ph 3, New Delhi - 110020

RTGS/IFSC: HDFC0002074

Swift Code: HDFCINBBDEL>

Top-up Prices

Additional User Login	INR 15,000 /user/year
Additional Lead Intake Cost	INR 1,000/ 1000 leads
Additional Raw data Intake Cost	INR 1,000/3000 data points
Cost per email	5 paisa
Cost per SMS(National)	14.5 paisa+ 2.5 paisa DLT Scrubbing charges
Cost per Whatsapp (Service Messages)	5 paisa
Cost per Whatsapp(Marketing message)	99 paisa
Cost per Whatsapp (Utility message)	15 paisa
Additional Cost per Niala Session	INR 2 per session
Additional Budget	INR 7,500
Additional Form Development Cost	INR 20,000
Any other integrations	Based on Scope work



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Payment Gateway Handling and or Convenience Charge

Education (Schools/Colleges/Universities) Application Fees:

- All domestic payments (Application fee >1K) - <2% + Taxes>
- All domestic payments (Application fee <=1K) - INR <20 + Taxes>
- International payments – <3.5% + taxes>

Education (Schools/Colleges/Universities) Admissions Fees:

- All Indian Cards (Debit/Credit) - 2.5% + Taxes
- International Cards - 3.75% + Taxes
- Wallets - 2.5% + Taxes
- Net Banking - INR 60 + Taxes
- UPI - INR 60 + Taxes

- a. Payment settlement time for domestic and international will be as per RBI guidelines.

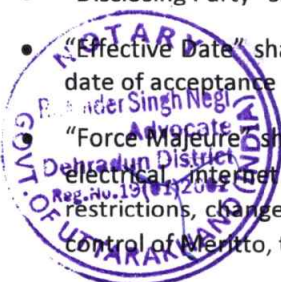


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Schedule D: Terms & Conditions of said Subscription Agreement As per the clause -07 of the service contract (for ready reference only)

DEFINITIONS

- "Meritto", "NoPaperForms", "NPF", "we", "us" or "our" shall mean NoPaperForms Solutions Private Limited, a company incorporated in India under provisions of the Companies Act, 2013, having its registered office at 2nd Floor, Property No. 76, Okhla Industrial Estate, Phase-3, New Delhi 110020 and principal place of business at First Floor, Plot No. 242 & 243, AIHP Palms, Udyog Vihar, Phase-4, Gurgaon, Haryana-122016, India
- "You", "Your" or "Customer" shall mean an individual or legal entity who is availing/signing up for any kind of Services from us, irrespective of the nature or duration of the Services. Customer's details, including the name of the contracting entity and the authorized representative, are as provided in the accompanying MoU.
- "Acceptable Use Policy" or "AUP" shall mean our Acceptable Use Policy set out below in the Acceptable Use section.
- "Allied Services" shall include the services such as email, SMS, WhatsApp, cloud telephony, etc., which are procured by the Company from other vendors and provided by the Company on an "As is" basis.
- "Billing Cycle" shall mean a duration cycle (like a month, quarter, or year) for which billing is done in one go, as indicated in the MoU;
- "Consulting Services" shall mean the professional services provided to the Customer by Meritto, which may include training services, installation, integration, or consulting services, the details of which shall be captured in MoUs executed between the Parties from time to time under the terms of these Terms of Service and/or appended as annexures to MoUs;
- "Customer Data" shall mean any information submitted to the Meritto Platform by the Customer;
- "Disclosing Party" shall have the meaning set out in the Confidentiality Clause;
- "Effective Date" shall mean the date of signing of MoUs or any date mentioned in the MoU or date of acceptance of these Terms of Service, whichever is earlier;
- "Force Majeure" shall mean an act of war, hostility, sabotage, act of God, epidemic, pandemic, electrical, internet or telecommunication outage, cyber-attacks, government or regulatory restrictions, change in law applicable to the Services or any other event outside the reasonable control of Meritto, that adversely affects the provision of Services;
- "MoU" shall mean the signed agreement between Meritto and you, with your details and the Services opted by you, with relevant Service terms, pricing, and payment terms being set out accordingly. Separate MoUs/Addendums to existing MoUs may be submitted for different Subscription Services and MoUs may be updated or modified from time to time with mutual consent;



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- "NIAA" shall mean Meritto AI-based Chatbot designed exclusively for the Education industry.
- "Meritto Platform" shall mean the suite of applications available at meritto.com or any of its sub-domains or any other URL/location made available by NoPaperForms Solutions Private Limited;
- "Payment Gateway" means the technology used for accepting payments using various channels which may include credit cards, debit cards, net banking, UPI, wallets etc.
- "Person" means any natural person, sole proprietorship, association, trust, corporation, partnership, limited liability company, firm, joint venture, joint-stock company, unincorporated organization, governmental entity, or any other entity;
- "Planned Downtime" shall mean the period during which the Services may be shut down for planned maintenance of the Meritto. To the extent possible and reasonable, such downtime will be scheduled during non-business hours for the majority of Meritto's customers such as weekends and public holidays and we would endeavor to provide at least 24 (twenty-four) hours prior notice, wherever possible;
- "Receiving Party" shall have the meaning set out in the Confidentiality clause;
- "Services" shall collectively mean the Subscription Services, Allied Services, and the Consulting Services provided by Meritto to Customer;
- "Service Fees" or "Fees" shall mean the amounts the Customer is required to pay for using any of the Services;
- "Start Date" shall mean the date of commencement of the Services;
- "Subscription Fees" shall mean the fees payable by the Customer for the Subscription Services;
- "Subscription Services" shall mean the provisions of access to the Meritto Platform as per the scope, limits, and features that the Customer has subscribed to, as captured in the relevant MoUs;
- "Subscription Term" shall mean the initial term of the Subscription Services commencing from the Start Date, as specified in the relevant MoU, and each subsequent renewal term (if any); and
- "Users" mean individuals authorized by Customer to access Subscription Services.

SCOPE OF SERVICES

Subscription Services

- During the Subscription period as mentioned in the MoU, we will grant you a non-transferable, non-exclusive right to permit Users authorized by you to access and use the Meritto Platform in accordance with these Terms of Service, those mentioned in the relevant MoU, and all applicable laws and regulations.
- You may, at any time, subscribe to additional features to the existing Subscription Services (existing features not initially availed or new features that may be made available by us from time to time) by executing an additional MoU/addendum to the existing MoU. Additional commercials may apply.



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- We may update the Meritto Platform from time to time, without adversely affecting the Subscription Services. We, however, are under no binding obligation to release new features or updates to the Meritto Platform. We make no representations of future features, enhancements, and functionalities, irrespective of any public announcements or comments in this regard.
- Subscription Services will not be available during Planned Downtime or Force Majeure.

Allied Services

Allied Services will be provided by us in accordance with the relevant MoU. These services are provided on an "as is" basis and you would need to purchase the additional usage credits in advance for availing of such services.

NIAA Services

NIAA Services would be provided as per the terms of the relevant MoU and would require you to purchase additional service credits before the usage of the same.

Consulting Services

Consulting Services will be provided by us in accordance with the relevant MoU. Unless otherwise agreed, Consulting Services may be performed remotely and rendered in English.

Third-Party Service Providers or Third-Party Software

We may use third-party service providers, including application and hosting service providers, for rendering any of the Services hereunder without seeking further consent from you, but we will continue to be responsible for such Services. We will, however, not be responsible for any third-party service providers engaged by you or any third-party software that may be procured by you, whether with or without our consent, and notwithstanding that the same may be integrated with the Services.

USE OF SUBSCRIPTION SERVICES

Acceptable Use

You will comply with the Acceptable Use Policy. Specifically, you will not:

- use or launch any "deep-link", "page-scrape", "robot", "spider", "crawler" or other automatic devices, programs, algorithms, or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any of its content, or in any way reproduce or circumvent the navigation structure or presentation of the Platform or any of its content to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform or expressly allowed by us in writing. We reserve the right to bar any such activity and take appropriate legal action;
- use the Subscription Services in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of our Services;
- use the rights granted hereunder or permit it to be used, for purposes other than those defined in the MoU, including for product evaluation, benchmarking, or other comparative analysis intended for publication.



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- attempt to gain unauthorized access to the Subscription Services;
- make the Services available to anyone other than authorized Users;
- sell, resell, rent, or lease the Services unless explicitly permitted in the relevant MoU;
- use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- use the Services to store or transmit malicious code;
- access the Subscription Services other than through the interface provided by us;
- create derivative works based on the Services or the Software unless explicitly authorized in writing;
- reverse engineer the Services or the Software or access the Services to (a) build a competitive product or service, or (b) copy any features, functions, or graphics of the Services; or
- use the Subscription Services for any purpose or in any manner that is unlawful under applicable laws or prohibited by under these Terms of Service.

Service Usage Limitations

- The scope of the Subscription Services (including but not limited to the number of Users, number of emails/SMS/WhatsApp/calls that can be used by you in a particular period, number of contacts/leads that can be managed, etc.) will be as set out in the relevant MoU.
- We may monitor the usage of the Subscription Services by you to determine if the use is within relevant Service usage limitations or otherwise. Any overuse, if technically permitted, will be brought to your notice and may lead to pro-rata additional billing or suspension of Subscription Services, or both.

Intimation of Unauthorized Use

You are responsible to ensure that the Subscription Services are used in accordance with these Terms of Service and will notify us immediately of any unauthorized use of your account or Users' identifications and passwords by sending an email to sales@meritto.com

FEES AND PAYMENT TERMS

Unless otherwise agreed in the relevant MoU, you shall pay us the amounts set out below as fees for the Services:

Subscription Fees

1. Towards Subscription Services, you will pay the Subscription Fees set out in the relevant MoU. The Subscription Fees will remain fixed during the Subscription Term unless:

there is an overuse of the Subscription Services, whereby you exceed the maximum contacts, email/SMS/WhatsApp/calls limit, visits, User, or other applicable limits, as set out in the relevant MoU.



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- you upgrade products or base packages; or
 - you subscribe to additional or new features or new packages or products, including additional contacts.
2. In case of overuse of Subscription Services, we shall be entitled to charge an additional fee for such overuse on a pro-rata basis. You will also be provided an option to modify the relevant MoU and enhance the permitted usage limits prospectively.
 3. Additional fees for new features or additional Subscription Services will be charged based on the terms of the addendum/new MoU.
 4. The Subscription Fees will remain unchanged during the Subscription Term of the MoU and be subject to escalation only at the time of each renewal, at the rate set out in the relevant MoU.

Allied Services and NIAA charges

1. You would need to purchase credits in advance for the usage of Allied Services and NIAA. The credits would need to be recharged/topped up before the same gets zero to avoid the automatic stoppage of the service.
2. Credits are chargeable based on the rates agreed in the relevant MoUs.
3. Meritto is a facilitator of Allied Services through Third Party Service providers or Vendors and remains committed to offer to its clients the best deliverables at an optimized cost. As the prices for these Allied services offered are based on the pricing of the respective service providers or vendors, thus in case of a revision in price by the service providers or vendors, Meritto pricing will also be revised. The client will be intimated in advance of any such revision if, as and when it happens.

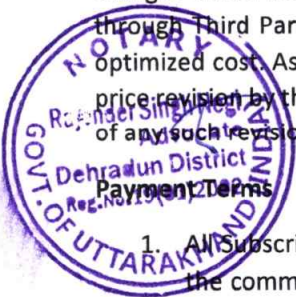
Consulting Fees and Expenses

1. Any fee associated with Consulting Services will be captured in the relevant MoU.
2. For Consulting Services performed on-site, you will reimburse us for all expenses incurred in connection with rendering such Consulting Services.

Payment Gateway Services

Payment settlement time for domestic and International payments, and Payment Gateway Handling Charges would be defined in the relevant MoUs. Meritto is a facilitator of Payment Gateway Services through Third Party Vendors and remains committed to offer to its clients the best deliverables at an optimized cost. As the prices for the services are based on the respective vendor prices thus in case of a price revision by the vendors, Meritto charges may also be revised. The client will be intimated in advance of any such revision if, as and when it happens.

1. All Subscription Fees are due and payable in advance throughout the Subscription Term, before the commencement of the relevant Billing Cycle, as set out and agreed in the relevant MoU. All



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fees for Consulting Services shall be due and payable before the commencement of the Consulting Services pursuant to the relevant MoU.

2. All other payment terms shall be as set out in the relevant MoU.
3. Service Fees are non-refundable and payment obligations under MoU are non-cancellable unless expressly set out otherwise in the relevant MoU.

Invoicing

1. We will invoice you before the beginning of the initial Subscription Term and before the delivery of Consulting Services if any. Thereafter, we will invoice you no more than forty-five (45) days before each subsequent Billing Cycle or each renewal of the Subscription Term or at such other times when fees are payable. All amounts invoiced are due and payable within 7 (seven) days from the date of the invoice, unless otherwise specified in the relevant MoU.
2. In case of delayed payments, we will be entitled to apply interest at (i) 1.5% (one and a half percent) per month; or (ii) the maximum permissible under law, whichever is higher.

Taxes

1. All Service Fees are exclusive of applicable taxes, levies, cesses, and other charges applicable thereon, which shall be borne by you.
2. If Customer is required to deduct or withhold any tax, Customer will pay the amount deducted or withheld as required by law and pay Meritto an additional amount so that it receives payment in full as if there were no deduction or withholding.

OWNERSHIP AND PROPRIETARY RIGHTS

Meritto Rights

We own or have rights to all worldwide intellectual property rights in and to the Meritto Platform and the Services (including all customizations, derivatives, adaptations, or improvements thereof), and all copyrights, patents, trademarks, service marks, and trade secrets in relation thereto, whether registered or not. All suggestions, enhancement requests, feedback, recommendations, or other inputs provided by you or any other party relating to the Meritto Platform or Services shall be owned by us, and you hereby assign, perpetually and worldwide, free of royalties or any payments, all rights in the same in favour of us and shall, at our expense execute such documents as are necessary to accomplish the foregoing ownership. Such assignment shall not lapse, notwithstanding that we do not make use of the same within the timelines prescribed by law if any. Any rights not expressly granted herein are reserved by us.

Customer Rights

You shall have ownership rights over all Customer Data and you hereby grant us and our licensors the worldwide, limited, non-exclusive license to access and use the same to render the Services. You shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to collect and use the Customer Data.

Using the Customer's name and logo

You hereby permit us to use your name, website address, and logo in our marketing materials including website, email campaigns, brochures, etc. during and after active engagement.

CONFIDENTIALITY

Confidential Information

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include Customer Data; Meritto's Confidential Information shall include the Meritto Platform and Services; and Confidential Information of each Party shall include the terms and conditions of these Terms of Service and all MoUs, pricing, as well as business and marketing plans, technology and technical information, product features, plans and designs, and business processes disclosed by such Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party before its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

Protection of Confidential Information

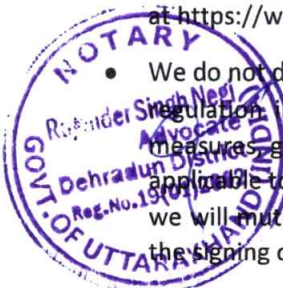
The Receiving Party shall use the same degree of care to protect Confidential Information that it uses to protect its own confidential information of like kind (but in no event less than reasonable care). It shall not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms of Service and except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its service providers' employees, consultants, contractors and agents who need such access for purposes consistent with these Terms of Service and who are bound by confidentiality obligations that are no less stringent than those herein.

The provisions of this Clause (Confidentiality) shall survive the expiry or termination of these Terms of Service.

CUSTOMER DATA PROTECTION

Confidential Information

- We shall adopt and maintain industry-standard organizational and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Data. We shall process the Customer Data only for the purpose of rendering the Services, as per the privacy policy set forth at <https://www.meritto.com/privacy-policy/>
- We do not determine whether Customer Data includes information subject to any specific law or regulation in Customer's local jurisdiction. In case you require us to implement any specific measures, given the nature of Customer Data, or to comply with any specific laws or regulations applicable to your business or in your local jurisdiction, you shall bring the same to our notice and we will mutually agree upon the feasibility, scope, and pricing for such measures in advance of the signing of the relevant MoU.



- As you collect the Customer Data and determine the mode of processing the same using the Services, you shall be the controller, and we the processor, for the purpose of applicable data privacy laws. You shall be responsible for ensuring that it complies with applicable data protection laws pertaining to the collection and transfer of personal data as the controller of the Customer Data.
- We may monitor the use of the Subscription Services by all its customers and use such data in an aggregate and anonymous manner, without publishing any personally identifiable information.

TERM, RENEWAL, SUSPENSION, AND TERMINATION

Confidential Information

- These Terms of Service shall be effective as of the Effective Date as mentioned in the relevant MoU and be binding between you and Meritto till the completion of all the obligations undertaken pursuant hereto unless terminated earlier in accordance with the terms hereof.
- The Subscription Term shall commence on the Start Date set out in the relevant MoU and be valid for the period specified therein. The Subscription Term will renew automatically for a further period equal to the then current Subscription Term or for a period of 1 (one) year, whichever is more, unless (i) you send a non-renewal notice in writing to sales@meritto.com at least 30 (thirty) days before the approaching renewal; or (ii) an explicit renewal MoU captures a different Billing Cycle. If you add new products or functionalities during the Subscription Term, they will renew along with the Subscription Term, unless otherwise indicated in the relevant MoU.
- The term of Consulting Services will be as set out in the relevant MoU. If your MoU includes recurring Consulting Services, they will be considered similar to subscription services and will auto-renew along with the Subscription Term.
- | | | | |
|----|-------------|---------|-------|
| No | Termination | without | Cause |
|----|-------------|---------|-------|

Neither party will terminate these Terms of Service or those mentioned in the MoU, without cause or for convenience before the expiry of the relevant term. In case you choose to stop using any of the Services before the expiry of the relevant term, you may do so, without Meritto being liable to refund any Services Fees already paid. Notwithstanding the applicable Billing Cycle, the Customer will be liable to pay all Service Fees payable for the remainder of the Subscription Term.
- Suspension of Services
 - We may suspend access to your account after giving you 15 (fifteen) days prior written notice in case any amounts remain due and payable upon completion of the payment period set out in these Terms of Service or the relevant MoU.

We may also suspend access to Customer's account with immediate effect for any of the following reasons (i) there is unauthorized access to Customer's account; (ii) there is a specific request from the Customer to disable the account; (iii) there is a violation of Acceptable Use Policy; (iv) Customer's use of the Services is in violation of applicable laws or regulations; or (v) Customer's use of the Services poses a risk to the Meritto Platform or other users of the Services.



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- If the reason for the suspension continues for a period of 15 (fifteen) days, Meritto may proceed to terminate these Terms of Service or the relevant MoU, without prejudice to other remedies that may be available under these Terms of Service or applicable laws.

- Termination for Cause

Either party may terminate these Terms of Service or an MoU for cause: (i) upon 60 (sixty) days prior written notice to the other party on grounds of a material breach, if such breach remains uncured at the expiration of such period; or (ii) immediately, if the other party becomes the subject of insolvency, bankruptcy, liquidation or other such proceedings and the same are not stayed by a competent court within a period of 6 (six) months therefrom.

- Consequences of expiry/termination

- Upon expiry or termination of any of the Services, the Customer shall pay all outstanding payments immediately, irrespective of the Billing Cycle. Meritto shall not be liable to refund any amounts to the Customer, except, where the termination is by the Customer on grounds of a material breach by Meritto.
- For a period of 30 (thirty) days following expiry or termination, Meritto will retain the Customer Data on the Meritto Platform. Within this period, Customer can: (i) export the Customer Data from the Customer's account; or (ii) request Meritto to keep the account active for a further mutually agreed period and for an additional fee. Upon completion of the aforementioned period of 30 (thirty) days or such extended period as mutually agreed, whichever is later, Meritto will permanently delete all Customer Data in Customer's account, without retaining any copy thereof. Customer agrees that Meritto is not liable for any such deletion of Customer Data.
- All terms hereof, survival of which have been specifically provided for herein or which by their nature survive termination, shall survive the expiry or termination of these Terms of Service.

INDEMNITY

The Customer shall defend, indemnify and hold Meritto harmless against any loss, damage, or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings made or brought against us: (i) due to breach of the representation and warranties outlined in these Terms of Service; (ii) by a third party alleging that the use of the Services as contemplated hereunder infringes the intellectual property rights or data privacy rights of such third party; provided that the indemnified party (a) promptly gives written notice of the claim to the indemnifying party; (b) gives the indemnifying party control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim unless it unconditionally releases the indemnified party of all liability); and (c) provides to the indemnifying party, at the indemnifying party's cost, all reasonable assistance.

DISCLAIMERS & LIMITATIONS OF LIABILITY

Disclaimer of Warranties



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EXCEPT AS EXPRESSLY UNDERTAKEN HEREIN, THE SERVICES ARE PROVIDED "AS IS" BASIS, AND MERITTO, TO THE EXTENT PERMITTED BY LAW, MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, OR ACCURACY OF THE SERVICES OR DATA MADE AVAILABLE FROM THE SERVICES.

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OFFICERS OR ANY OF ITS AFFILIATES, BE LIABLE FOR: (I) LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF REVENUE, LOSS OF REPUTATION OR GOODWILL, IN EACH CASE WHETHER ACTUAL OR ANTICIPATED; (II) LOSS, THEFT OR CORRUPTION OF DATA; AND (III) ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING SUBSTITUTION OF SERVICES) ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR ANY THIRD PARTY SERVICES DELIVERED IN CONNECTION HERewith EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES OUT OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY; AND IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE LIABILITY HEREUNDER (OTHER THAN FOR PAYMENT OF FEES DUE) EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO MERITTO IN THE 1 (ONE) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM OR INR 10,000 (INDIAN RUPEES TEN THOUSAND ONLY), WHICHEVER IS LESSER.

ANTI-CORRUPTION

The Customer hereby represents and warrants that neither the Customer nor, to the Customer's knowledge, any agent or other Person acting on behalf of the Customer, has: (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment, or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Customer (or made by any Person acting on its behalf of which the Customer is aware) which violates the law or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

OTHER PROVISIONS

- FORCE MAJEURE

Neither party shall be responsible for failure or delay in performance if caused by Force Majeure, except in respect of payment obligations hereunder. Each party will use reasonable efforts to mitigate the effect of a Force Majeure event.

- COMPELLED DISCLOSURE

Meritto reserves the right at all times to disclose any information, including Customer Data and Customer's Confidential Information, when compelled to do so by any applicable law, regulation, legal process, or governmental request; however, Meritto shall if permissible, provide Customer notice of the same.

- SEVERABILITY

If any provision of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, or for any reason invalid, void, or unenforceable, the remainder of the provisions



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shall, to the extent practicable, remain in full force and effect and parties will negotiate in good faith to amend such invalid, void or unenforceable provision to give effect to the intended purpose of such provision in accordance with applicable laws.

- **RELATIONSHIP BETWEEN THE PARTIES**

No joint venture, partnership, employment, or agency relationship is created between Meritto and Customer as a result of these Terms of Service or use of the Services.

- **ASSIGNMENT** Customer shall not assign its rights hereunder to any other person or organization, without prior approval from Meritto in writing.
- **NO WAIVER**

Any waiver by a party of a breach of these Terms of Service by the other party shall be specific and in writing and shall not operate as a waiver of any other or future breach under these Terms of Service.

- **NOTICE**

Any notice or other communication required or permitted under this Terms of Service shall be given in writing to the other party via hand delivery, courier, or by registered post acknowledgment due. Notices shall be effective upon receipt. If to the Customer: Customer Name, Address, and Email ID as per MoU. If to Meritto: Attn: Legal and Compliance Department – NoPaperForms Solutions Private Limited, First Floor, Plot No. 242 and 243, AIHP Palms, Phase IV, Gurugram, Haryana 122016, India. Email: legal@meritto.com. However, notices about the use of the Services, including overuse, additional Services sought, clarifications, and payments, may be sent by email only to the relevant sales manager or at sales@meritto.com

- **GOVERNING LAW AND DISPUTE RESOLUTION**

The governing law and jurisdiction shall be as per the terms of the MoU. In absence of the same, these Terms of Service shall be governed by and construed in accordance with the laws of India. Parties shall try to resolve any dispute arising out of or in relation to these Terms of Service by mutual discussions, failing which the same shall be submitted to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The Arbitration shall be conducted by a sole arbitrator, mutually appointed by the Parties. Where the Parties fail to appoint an arbitrator, within 30 (thirty) days of referring the Dispute to Arbitration, the Arbitration shall be conducted by a panel of 3 (three) arbitrators, wherein 1 (one) arbitrator shall be appointed by each Party and the 2 (two) arbitrators jointly appoint the presiding arbitrator. The place of arbitration shall be Delhi and the language of the arbitration shall be English. Subject to the foregoing, the courts at Delhi, India shall have exclusive jurisdiction.

- **ENTIRE AGREEMENT**

These Terms of Service, including its annexures, MoUs, and any additional MoUs, annexures, modifications, or addendums that may be entered into from time to time constitute the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Any additional or different terms set out in a purchase order or any future correspondence shall not be binding on Meritto. Any modification to an MoU shall be in writing and mutually agreed to by the Parties.



- ORDER OF PRECEDENCE

In the event of any conflict between these Terms of Service and the terms of an MoU, the MoU shall prevail solely with respect to the subject matter thereof.

- SERVICE AVAILABILITY Though the Meritto services are subject to various factors including service availability of the industry leading vendors, Meritto will use commercially reasonable efforts to make the services available 99.7% of the time, excluding any outages due to planned preventive maintenance, as a standard practice.

- CONTACT INFORMATION

You can contact us at sales@meritto.com.



ATTESTED
(RAJENDER SINGH NEGI)
Advocate & NOTARY
Chamber No. 92, 1st Floor
Opposite Bar Office
Collectorate Court Compound
Dehradun (Uttarakhand)