MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**") is made as of the date of execution of the Order Form ("**Order Form #1**") attached at the cover of this Agreement ("**Effective Date**"), by and between:

TECH UNIAPPS (INDIA) SERVICES PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 2013 and having its registered office at 26(P)-02B Elite Tower-P, Belgravia, Central Park Resorts, Hero Honda Road, Gurugram, Haryana – 122018 (hereinafter referred to as "**UnifyApps**");

AND

The entity identified as 'Customer' in the Order Form #1 above (hereinafter referred to as "**Customer**" or "**Client**").

UnifyApps and the Client are hereinafter together referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

A. UnifyApps has developed and makes available a SaaS-based Low Code No Code App development platform, IPaaS layer and data movement platform to quickly build bespoke applications and connect them to various other internal & external applications (the **"UnifyApps Product"**).
B. UnifyApps and the Client desire to enter into this Agreement in relation to UnifyApps' engagement for providing the Services to the Client hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the Order Form #1, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, all capitalized terms shall have the meaning assigned to them in the other parts of this Agreement when defined for use in bold and enclosed within quotes (""), other than the terms defined below, which, whenever used herein, shall have meanings set forth below (unless inconsistent with the context):

1.1. "**Applicable Laws**" means any applicable statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, permits, licenses, approvals, consents, authorisations, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question.

1.2. "**Intellectual Property Rights**" means all current and future copyright, patents, trademarks or rights in fonts, databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.

1.3. "**Loss**"/ "**Losses**" means actual and direct losses, damages, and liabilities, including interest, penalties and fines with respect thereto and reasonable and documented out-of-pocket expenses and costs (including reasonable fees and expenses of legal counsel), but shall exclude all punitive, indirect, incidental, special, consequential, or remote losses or damages, including loss of future revenue or income, or loss of business opportunity.

1.4. "**Order Form**" means a written statement of work executed by the Parties which set out applicable services to be availed by the Client from UnifyApps in accordance with this Agreement, including details of relevant part of the Platform to be availed such as modules availed and description thereof, and details of any relevant Professional Services to be availed; and the corresponding term, fees, and invoicing-related details and timelines in connection with the foregoing.

1.5. "**Person**" means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, Governmental Authority or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws.

1.6. "**Platform**" means the UnifyApps Product, accessed by Client via the internet, as shall be detailed in an applicable Order Form. Platform includes Updates made during the Term.

1.7. "**Privacy Policy**" means UnifyApps' Privacy Policy, located at https://www.unifyapps.com/privacy-policy , and as may be updated by UnifyApps from time to time.

1.8. "**Professional Services**" means services other than the Platform that may be offered from time to time and that Client elects to receive as described in an executed Order Form.

1.9. "**SLA**" means UnifyApps' Service Level Agreement in connection with the services hereunder, located at Link, and as may be updated by UnifyApps from time to time, which is incorporated herein by reference and forms an integral part hereof.

1.10. "**Terms of Use**" means UnifyApps' Terms of Use, located at https://www.unifyapps.com/terms-of-use, and as may be updated by UnifyApps from time to time.

1.11. "**UnifyApps Policies**" means collectively, the Privacy Policy, SLA, and Terms of Use, and any other policies and terms that may be notified by UnifyApps to the Client from time to time.

1.12. "**UnifyApps IP**" means all work product, improvements, developments, discoveries, proprietary information, trademarks, copyrights, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human language; owned and/or developed by UnifyApps and/or its Affiliates, including in connection with the proprietary technology of UnifyApps, the Platform, Professional Services, User Guides and any derivatives, improvements, enhancements or extensions of such technology conceived, reduced to practice or developed.

1.13. "**Updates**" means modifications, updates and changes made by UnifyApps to the Platform which UnifyApps makes generally available to its clients at no additional fee. Updates exclude new features, functions and capabilities which are offered for an additional fee and must be specified in an Order Form or Order Form.

1.14. "**User Guides**" means UnifyApps materials that may be made available to Client through the support portal to assist users of the Platform, as such materials may be updated during the Term.

2. SERVICES, ORDER FORM

2.1. UnifyApps shall provide to the Client such services as may be mutually agreed between the Parties in writing in applicable Order Form including in relation to the Platform, subject to the terms of this Agreement ("**Services**").

2.2. For the purpose of the Client availing any Services from UnifyApps, the Parties may from time to time execute Order Form(s) in a form and manner acceptable to the Parties, which shall become effective and binding between the Parties only upon execution by authorized representatives of both Parties. Each Order Form shall be deemed to incorporate the terms and conditions of this Agreement unless expressly stated otherwise in the relevant Order Form. Order Form #1 is attached hereto as the cover of this Agreement and has been mutually executed as of the Effective Date, subject to the terms of this Agreement.

2.3. Any changes to an Order Form shall be documented and agreed to between the Parties in writing ("**Change Order**"). Each Change Order will identify any changes to the Statement Order Form, including changes to the scope of Services, associated deliverables and timelines. Any change in terms of payment due to execution of a Change Order shall be agreed between the Parties in writing.

2.4. The Client hereby agrees and acknowledges that the Services and Platform shall at all times be governed by the UnifyApps Policies, the terms of which are incorporated herein by reference as an integral part of this Agreement, and which terms shall apply *mutatis mutandis* in respect of the Client, and the Client agrees to be fully bound by such terms, in addition to the terms hereof. The Client shall immediately notify UnifyApps in case of any breaches and/or violations of the UnifyApps Policies. The Parties shall comply with all Applicable Law in connection with the performance of this Agreement and/or any Order Form hereunder.

2.5. The Client shall provide access to its systems, including, but not limited to, computers, networks, databases, and servers, whether onsite or accessed online, ("**Client Systems**") to UnifyApps as may be reasonably requested by UnifyApps to perform its duties and obligations under this Agreement and/or any applicable Order Form hereunder. Notwithstanding anything to the contrary contained herein, UnifyApps shall not be liable or responsible in connection with the provision of any Services in any manner under this Agreement and/or any Order Form hereunder, in the event that access to appropriate Client Systems, which are necessary for the proper execution and implementation of such Services, has not been provided to appropriate and adequate personnel of UnifyApps.

2.6. Client grants to UnifyApps during the term of this Agreement a royalty-free, non-exclusive, non-transferable, worldwide right and license to copy, cache, store, reproduce, perform, display, use, distribute, transmit and generally make available all necessary information and data relating to or belonging to Client in electronic form via the internet, through wireless communications services through the Platform in order to provide the Services to Client in accordance with this Agreement and Order Forms hereunder.

3. PAYMENT FOR SERVICES

3.1. In consideration for the Services, the Client shall pay UnifyApps such fees and other amounts as shall be set out in the relevant Order Form. All fees and amounts payable to UnifyApps hereunder and under any Order Form shall be exclusive of all applicable taxes (such as goods and services tax (GST)), and Client agrees to pay any such applicable taxes arising from this Agreement and/or any Order Form in a timely manner, other than those based on UnifyApps' income.

3.2. The invoicing schedules and payment timelines in connection with such fees and amounts shall be as set out in the relevant Order Form. UnifyApps shall raise invoices under the relevant Order Form for the relevant Services thereunder as per the invoicing schedule under such Order Form, and payment in respect of such invoices shall be made by the Client to UnifyApps as per the payment timelines under such Order Form.

3.3. The Parties agree and acknowledge that in the event the Client fails to make payments in relation to any Services in a timely manner, UnifyApps shall at its sole discretion have the right to (a) discontinue the provision of the Services (or part thereof), including any access and usage of the Platform and User Guides or provision of any Professional Services, (b) charge Client interest at the rate of 1% per month on any such payments not received by UnifyApps.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. UnifyApps owns all right, title, and interest in and to the UnifyApps IP and the Intellectual Property Rights in relation thereto. Client acknowledges that its possession, installation or use of the Platform, Professional Services and/or User Guides pursuant to any Services hereunder, shall not transfer to it any rights and/or title to the UnifyApps IP and the Intellectual Property Rights in relation thereto, and that the Client will not acquire any such rights and/or title.

4.2. The Client acknowledges that title and full ownership rights to the UnifyApps IP and the Intellectual Property Rights in relation thereto, will remain the exclusive property of UnifyApps and/or its Affiliates, as the case may be, and UnifyApps reserves all rights in connection therewith that are not expressly granted herein.

4.3. Subject to the terms and conditions of this Agreement and subject to execution of an Order Form hereunder, UnifyApps grants to the Client a non-exclusive, non-transferable, non-licensable, non-assignable, and limited right to access and use the licensed modules of the Platform (as identified in such Order Form), during the Term, solely for the Client's general business use. It is hereby clarified that neither the Client nor any of its Affiliates or Agencies shall use the Platform to provide any services for the benefit of third parties.

4.4. The Client agrees it shall not and shall not cause or permit any of its Affiliates, employees, contractors, agents or other third parties to, directly or indirectly: (i) circumvent any technological protection measures in or relating to the UnifyApps IP, including the Platform, Updates or other services hereunder, or (ii) reverse compile, reverse engineer, enhance, supplement, translate or disassemble any of the UnifyApps IP, including the Platform, Updates or other services hereunder, or (iii) otherwise reduce them, in whole or in part, to human readable form, or (iv) otherwise attempt to derive the source code of the UnifyApps IP, including the Platform, Updates or other services hereunder.

4.5. To the extent that, by operation of law or otherwise, any UnifyApps IP and/or Intellectual Property Rights in relation thereto, are acquired or obtained by the Client and/or any of its Affiliates, the Client hereby assigns, and shall procure that such Affiliates assign (including by way of present assignment of future rights) to (or will procure the assignment to), UnifyApps, with full title guarantee, absolutely and free from encumbrances and restrictions, any such UnifyApps IP and/or Intellectual Property Rights in relation thereto. At UnifyApps' request, the Client agrees to execute documents or take other reasonable steps in order that UnifyApps may acquire, transfer, maintain, perfect, and enforce UnifyApps' rights set out herein.

4.6. The Client shall promptly report any violation of this Clause and shall take such further steps as may be reasonably requested to remedy any such violation and to prevent future violations. This Clause will survive any expiration, termination, or cancellation of this Agreement.

5. CONFIDENTIAL INFORMATION

5.1. The Parties acknowledge that a Party (the "**Disclosing Party**") may provide its Confidential Information to the other Party (the "**Receiving Party**"). "**Confidential Information**" shall include all information, whether written or unwritten, 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, including without limitation and without the need to designate as confidential: products, services, and business operations, technical documentation and specifications as may be embodied, without limitation, in specifications, design sheets, engineering data, software, source code, object codes, procedure codes, file layouts, flow charts, source listings, ideas, concepts, systems, designs, programs, structures, logic flows, file contents and algorithms, manuals, and supporting documentation.

5.2. During the term of, and after expiration or termination of, this Agreement, each Party agrees to safeguard the other Party's Confidential Information against unauthorized use or disclosure with measures at least as stringent as those it employs to safeguard its own most proprietary and confidential information, and in no event with less than reasonable means. Each Party acknowledges that the other Party's Confidential Information constitutes such Party's valuable proprietary information and trade secrets. Each Party expressly agrees that it is entering into this Agreement and providing the other Party copies of its Confidential Information hereunder, in reliance upon the other Party's foregoing promise of confidentiality as provided for herein.

5.3. Neither Party shall use, disclose, make or have made any copies of the other Party's Confidential Information in whole or in part, except as necessary to perform its obligations under this Agreement

and/or any Order Forms hereunder, without the prior express written authorization of the other Party. A Party may disclose the other Party's Confidential Information, including necessary copies thereof, to those of its employees, contractors, representatives, or agents only to the extent necessary for that Party to perform its duties and authorized activities under this Agreement and/or any Order Forms hereunder.

5.4. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent requested or required by a governmental or regulatory authority having appropriate jurisdiction, including any court of law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, so the Disclosing Party may seek an appropriate protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party to obtain a protective order or other relief if requested to do so by the Disclosing Party; provided, however, that no such notice shall be necessary in the event Confidential Information is provided to a governmental or regulatory authority in the course of a routine audit, examination or inspection.

5.5. Confidential Information does not include: (a) information already known to the Receiving Party prior to disclosure by the Disclosing Party; (b) information that is or becomes generally known to the public, other than as a result of misappropriation or breach of confidentiality; (c) information that is learned from a third party holding the same lawfully and not under an obligation of confidentiality; (d) information that is independently developed, without any direct or indirect reliance or reference to, or benefit from, the Disclosing Party's Confidential Information; and (e) information that is required by valid applicable Law to be disclosed, but only to the extent of such requirement and only in the event where possible, the Disclosing Party has been notified in advance of such requirement.

6. REPRESENTATIONS AND WARRANTIES

6.1. Each Party represents to the other Parties as follows:

(a) It has the full power and authority to enter, execute and deliver this Agreement and any Order Form hereunder, and to perform its obligations and the transaction contemplated hereby, and that each Party has full corporate power and authority to enter into and perform its obligations under this Agreement and any Order Form hereunder to which it is a party or by which it is bound.

(b) Neither the execution and delivery of this Agreement and any Order Form hereunder, nor the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement and any Order Form hereunder, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any Applicable Law nor any covenant, arrangement, or agreement or instrument to which the Party is a party or by which it is bound.

(c) There is no lawsuit, arbitration, or legal, administrative or other Action or governmental investigation or notice, pending or threatened, against any Party that would affect in any way its ability to enter into or perform its obligations under this Agreement and any Order Form hereunder.

6.2. To the maximum extent permitted under Applicable Law, the sole and exclusive representations and warranties and remedies in connection therewith are set forth in this Agreement and, except as expressly stated in this Agreement, the Services and/or the Platform, Professional Services, User Guides, including all functions and components thereof, are provided on an 'as is' basis, without representations or warranties of any kind whatsoever, whether express, implied, oral or written, including without limitation, accuracy of content, non-infringement, non-interference, merchantability or fitness for a particular purpose or that the Services and/or the Platform, Professional Services will be uninterrupted, timely or error-free. By executing this Agreement, Client affirms and agrees that UnifyApps has not made any representations to induce Client to enter this Agreement except for those representations explicitly set forth in this Agreement. Client disclaims reliance upon any representations of any kind whatsoever except for those set forth in this Agreement.

7. INDEMNIFICATION

7.1. Subject to the terms of this Agreement, including Clause 8:

(a) UnifyApps hereby agrees and undertakes to indemnify and keep indemnified and save harmless the Client, its officers, employees, shareholders, agents, consultants, successors and assigns against all Losses which may arise out of any breach of any undertakings, representations, warranties and covenants of UnifyApps as contained in this Agreement and/or any Order Form.

(b) The Client hereby agrees and undertakes to indemnify and keep indemnified and save harmless UnifyApps, its officers, employees, shareholders, agents, consultants, successors and assigns against all Losses which may arise out of any breach of any provisions, undertakings, representations, warranties and covenants of the Client under this Agreement, any Order Form, and/or any of the UnifyApps Policies.

(c) Each Party hereby agrees and undertakes to indemnify and keep indemnified and save harmless the other Party for any fraud, gross negligence or willful misconduct of such Party.

8. LIMITATION OF LIABILITY

8.1. Other than in case of a Party's fraud, gross negligence, or wilful misconduct, under no circumstances shall either Party be liable to the other Party for indirect, incidental, consequential, special or exemplary losses or damages (even if such losses or damages are foreseeable or that Party has been advised or has constructive knowledge of the possibility of such losses or damages), such as, but not limited to, loss of revenue or anticipated profits or lost business.

8.2. In no event shall either Party's liability under this Agreement: (i) exceed the amounts paid by Customer under the applicable Order Form during the 12 (twelve) months preceding the claim, and/or (ii) survive beyond the statutory limitation period under Applicable Law. Notwithstanding anything herein to the contrary, however, nothing in this Clause shall limit (i) either Party's liability in respect of fraud, gross negligence or wilful misconduct by such Party; and/or (ii) Customer's liability in respect of (x) misappropriation and/or infringement in any manner, of any UnifyApps IP in respect of which Customer has been provided any rights and/or licenses hereunder and/or under any Order Form, or (y) Customer's payment obligations hereunder and/or under an Order Form in respect of the Services.

8.3. If any indemnifying party pays an amount in discharge of any indemnification obligation under this Agreement or any Order Form and the indemnified party subsequently recovers from a third person (including pursuant to insurance claims) a sum which indemnifies or compensates the indemnified party and which pertains to the subject matter of the indemnification obligation, the indemnified parties shall pay to the indemnifying party, the sum recovered from such third person to the extent of the amount paid by such indemnifying party.

8.4. Notwithstanding anything to the contrary in this Agreement or any Order Form, the Parties shall have no liability hereunder to the extent that the facts and circumstance giving rise to an indemnity claim arises, occurs or is otherwise attributable to, or such Party's liability is increased as a result of:

(a) the passing of, or a change in, a law, rule, regulation, or administrative practice of a governmental authority or similar body/entity, or an increase in the tax rates or an imposition of tax;

(b) an act, omission, transaction or arrangement at the written request or direction of, or with the specific written consent of, the other Party or its Affiliates, or as contemplated in this Agreement and/or any Order Form; and/or

(c) any voluntary act, omission, transaction, or arrangement carried out by the other Party or its Affiliates.

8.5. The indemnification right of the Parties under this Agreement shall be the sole and exclusive monetary remedy of the Parties against the other Party under this Agreement, other than in case of fraud, gross negligence, or wilful misconduct by the other Party. Each Party will not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same damages, loss, cause of action, and/or claim, or if any fact, circumstance or condition forming a basis for any damages, loss, cause of action, and/or claim overlaps with any fact, circumstance, condition, agreement or event forming the basis of any other damages, loss, cause of action, and/or claim, and there shall be no duplication of any damages, loss, cause of action, and/or claim hereunder.

9. TERM AND TERMINATION

9.1. Term: Unless terminated earlier in accordance with the terms of this Clause 9, this Agreement shall commence from the Effective Date and will continue during the subsistence of the term of any Order Form(s) hereunder. The initial term of each Order Form will begin on the effective date of such Order Form and will continue for the term set forth therein, as may be mutually extended by the Parties in writing (along with updated terms under such Order Form for such extended period, if any).

9.2. Termination for Material Breach: Either Party may terminate this Agreement and/or any Order Form hereunder in the event that the other Party is in material breach of this Agreement and/or such Order Form (including non-payment of any fees or dues post the relevant due date under such Order Form), subject to such material breach not being cured by the breaching Party within 30 (thirty) days of the non-breaching Party notifying the breaching Party of such material breach in writing.

9.3. Mutual Termination: The Parties may terminate this Agreement and/or any Order Form hereunder at any time, pursuant to mutual written agreement between the Parties in this regard.

9.4. Consequences of Termination:

(a) Upon termination and/or expiry of this Agreement:

(i) each Party will return or irretrievably destroy all Confidential Information of the other Party that it has in its possession and will provide the other Party with a written confirmation of such return or destruction, provided that, UnifyApps and its Affiliates may "store data for a period as specified by the contractual obligations with the Client from the termination and/or expiry of this Agreement (or such other period agreed upon between UnifyApps and the Client in writing), subject at all times to UnifyApps' obligations under Applicable Laws relating to data protection (as may be applicable to the Client);

(ii) the Client shall have no rights to the Platform and/or any Services, and all such rights shall cease with immediate effect; and

(iii) all outstanding sums, including under any Order Forms hereunder, payable by the Client to UnifyApps shall immediately become due and payable.

(b) Termination and/or expiry of this Agreement howsoever arising shall be without prejudice to (i) any accrued rights and remedies of either Party prior to such termination; and (ii) any rights or obligations of the Parties which are intended to survive termination, including without limitation under Clauses 1 (*Definitions*), 4 (*Intellectual Property Rights*), 5 (*Confidential Information*), 10 (*Governing Law and Dispute Resolution*), 11 (*Miscellaneous*), and this Clause 9 (*Term and Termination*).

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. This Agreement and/or any Order Form hereunder shall be governed by and construed in accordance with the laws of India. Subject to the dispute resolution provisions of Clauses 10.2 and 10.3 below, the courts located in Gurugram, Haryana, shall have exclusive jurisdiction for any dispute arising out of or in relation to this Agreement and/or any Order Form hereunder.

10.2. Any controversy or claim arising out of or relating to this Agreement and/or any Order Form hereunder, or any breach or alleged breach thereof (together, "**Dispute**"), shall be brought to the notice of the other Party in writing. The disputing parties shall endeavour to mutually settle and resolve such Dispute upon receipt of such notice. In the event the disputing parties are unable to settle such Dispute within a period of 30 (thirty) days from the date of first notice, then such Dispute shall be referred to arbitration in accordance with Clause 10.3 below.

10.3. Arbitration:

(a) Any Disputes not resolved in accordance with Clause 10.2 above shall be referred to and finally resolved by arbitration in Gurugram, Haryana, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof, for the time being in force ("**A&C Act**").

(b) The arbitral tribunal shall consist of 1 (one) arbitrator appointed by the concurrence of the disputing parties, where any disputing party may issue a notice requesting the other disputing parties to concur on the appointment of the arbitral tribunal. In the event such appointment through concurrence has not been made within a period of 14 (fourteen) days after any disputing party has given a written notice to the other disputing parties, the arbitral tribunal will be appointed in accordance with the A&C Act.

(c) The seat and venue of arbitration will be Gurugram, Haryana, India.

(d) The language of arbitration shall be English.

(e) The arbitral tribunal shall not be empowered to award punitive damages, and each disputing party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration hereunder.

(f) Any award made by the arbitral tribunal shall be final and binding on each of the disputing parties. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

(g) The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the arbitral tribunal, shall be borne equally by each disputing party and each disputing party shall pay its own fees, disbursements and other charges of its counsel, except as may be determined by the arbitral tribunal.

(h) Each disputing party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced hereunder.

(i) When any dispute is under arbitration, except for the matters under such dispute, the disputing party(ies) shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement and/or applicable Order Forms hereunder.

11. MISCELLANEOUS

11.1. Severability: If any provision of this Agreement and/or any Order Form hereunder is declared invalid, illegal or unenforceable, such provision will be severed and all remaining provisions will continue in full force and effect.

11.2. Further Assurances: Each Party shall from time to time hereafter make, do, execute, or cause or procure to be made, done and executed such further acts, deeds, conveyances, consents, documents and assurances

without further consideration, which may be required to effect the terms of this Agreement and/or any Order Forms hereunder.

11.3. Independent Contractors: The relationship of the parties established by this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employment relationship between the Parties. UnifyApps shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by UnifyApps under this Agreement and the Order Forms.

11.4. Assignment: Neither this Agreement nor any Order Form, nor any rights or obligations under this Agreement or any Order Form, may be assigned by a Party without first receiving the prior written consent of the other Party. Notwithstanding the foregoing, UnifyApps may assign in part or in entirety, any rights or obligations under this Agreement or any Order Form, to any of its Affiliates and/or group entities.

11.5. Entire Agreement: This Agreement, together with the Order Forms hereunder, constitutes the complete and exclusive understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. In the event of a conflict, the terms, and conditions of the Order Form will take precedence over the terms and conditions of this Agreement; provided that the Order Form must specifically state that such conflicting terms and/or conditions are intended to supersede the terms of this Agreement. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

11.6. Notices: Any notices to be given under this Agreement by a party to the other may be effected by personal delivery in writing or by email, at the 'Address for Notice' noted in the Order Form #1 (which a Party may change by written notice in accordance with this Clause). Notices delivered personally will be deemed communicated as of actual receipt; emailed notices will be deemed communicated on the date when the e-mail was sent to the correct e-mail address.

11.7. Amendment and Waiver: This Agreement and/or any Order Form hereunder may be amended only with the written consent of both the Parties. No waiver shall be valid unless given in writing by the Party from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.

11.8. Delay or omission: No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring.

11.9. Counterparts; Electronic Transmission: This Agreement (along with the Order Form #1) may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Delivery of executed signature pages hereof by electronic transmission (including a facsimile or .pdf file) shall constitute effective and binding execution and delivery of this Agreement.

11.10. Publicity: Client agrees (a) that UnifyApps may identify Client as a UnifyApps customer in UnifyApps' marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo) and (b) to participate in UnifyApps customer amplification activities.