Terms of Service applicable from 10th April 2026, till 8th November 2026

THIS TERMS OF SERVICE ("TERMS") GOVERNS YOUR USE OF OUR SERVICES AND FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND KEKA.

BY ACCESSING OUR WEBSITE, USING OUR SERVICES, REGISTERING AN ACCOUNT, EXECUTING A SUBSCRIPTION ORDER FORM (SOF), OR ANY DOCUMENT THAT REFERENCES THESE TERMS INCLUDING ANY FREE TRIAL OR FREE ACCOUNT, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, ALL APPLICABLE POLICIES, ADDITIONAL TERMS, AND CONDITIONS REFERENCED HEREIN OR DISCLOSED TO YOU WHEN YOU USE OR ATTEMPT TO USE OUR SERVICES.

IN THE EVENT, YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS. IN THAT CASE, THE TERMS "YOU," "YOUR," OR "SUBSCRIBER" REFER TO SUCH ENTITY AND ITS AFFILIATES. WHERE YOU DO NOT HAVE SUCH AUTHORITY, OR DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT OR USE THE SERVICES. THESE TERMS APPLY TO THE SUBSCRIBER AND ITS AUTHORIZED USERS. THE SUBSCRIBER IS RESPONSIBLE FOR ENSURING COMPLIANCE BY SUCH USERS, AND ANY ACT OR OMISSION OF AN AUTHORIZED USER SHALL BE DEEMED TO BE THAT OF THE SUBSCRIBER.

KEKA RESERVES THE RIGHT TO UPDATE OR MODIFY THESE TERMS AT ANY TIME. ANY SUBSCRIBER'S PRINTED TERMS OF SERVICE, WHETHER INCLUDED IN EMAILS OR ON PURCHASE ORDERS, THAT CONFLICT WITH THE APPLICABLE SOF ARE CONSIDERED NULL AND VOID. THE PARTIES AGREE THAT THE SOF SO EXECUTED SHALL BE GOVERNED BY THE VERSION OF THE TERMS IN FORCE ON THE DATE OF ITS EXECUTION.

Keka and Subscriber are each a "Party" and together are "Parties" to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and Agreement contained herein, and intending to be legally bound, the Parties agree as follows:

1. Definitions.

1.1 "Account-Related Information" means data that Keka collects from the Subscriber for account management, billing, authentication and customer support. This includes but is not limited to the Subscriber's name, contact details, payment details, and communication records with Keka.

1.2 “Agreement” means this Master Subscription Agreement, including all schedules, exhibits, the SOF to which this Agreement is appended, and addenda, as amended from time to time.

1.3 “Authorized User”shall mean an individual user authorized by the Subscriber to access and use the Keka Platform pursuant to this Agreement and shall include the Subscriber’s employees, contractors, consultants, agents, or any other personnel explicitly authorized by the Subscriber.

1.4 “Confidential Information”refers to all non-public, accurate, and current information disclosed by one Party (“Disclosing Party”) to the other (“Receiving Party”), whether oral, written, electronic, or through inspection of tangible objects, including but not limited to the terms of this Agreement, pricing, business strategies, technical know-how, processes, modules, product plans, client, customer, or employee information, policies, visual interfaces, graphics, license or subscription details, commercial terms, and credentials related to the Keka Services. It also includes any information received from third parties under an obligation of confidentiality. Confidential Information excludes information that (a) is or becomes publicly available without breach of this Agreement; (b) was known to the Receiving Party prior to disclosure; (c) is lawfully obtained from a third party without restriction; (d) is independently developed without reference to the Disclosing Party’s information; (e) is approved in writing for disclosure by the Disclosing Party; or (f) is disclosed under legal or regulatory requirements, with prior notice to the Disclosing Party, if permissible.

1.5 “Intellectual Property Rights” means any and all rights, arising under patent law, copyright law, trademark law, trade secret law, treaties or any other applicable intellectual property laws in any jurisdiction, whether registered or unregistered.

1.6 “Keka Platform” means Keka’s software-as-a-service and subscribed to under a SOF.

1.7 “Keka Service Credits”means the subscription fee paid by the Subscriber and credited into the Keka Wallet. One (1) Keka Service Credit shall be equivalent to one (1) currency unit to be used to access the Services.

1.8 “Keka Wallet”means a semi-closed prepaid instrument issued by Keka that can be used by the Subscriber against Services on the Keka Platform.

1.9 “Partner” means any authorized reseller, referral, distributor, implementation partner, or solution partner of Keka.

1.10 “Services”means Keka’s proprietary cloud-based platform and any new Services that Keka may introduce and to which Subscriber may subscribe to, and any updates, modifications, and improvements, thereto, including the API, software, and related documentation, whether individually or collectively.

1.11 “Subscriber Data”means any data, information, documents, or other materials that Subscriber or its Authorised Users’ input, submit, upload or process using the Keka Platform and includes any other content generated by Keka on behalf of the Subscriber in connection with the subscribed Services, excluding Account-Related Information and Subscriber Data. The Subscriber retains all ownership rights to Subscriber Data and Keka shall process such data only as necessary to provide the Services in accordance with this Agreement and applicable Law.

1.12 “Subscriber Input”means any and all feedback, suggestions, customization requests, specifications, directions, or other contributions provided by the Subscriber, its employees, agents, contractors, or third-party service providers, whether in written, oral, electronic, or any other form, that are required for, or otherwise used in connection with, the provision of the Services.

1.13 Subscription Term”means the period for which subscriber have agreed to subscribe to the Services as specified in the relevant SOF.

1.14 “Usage Limits”shall mean the limits on use of the Services based on the subscription plan purchased and Keka Service credits available in the Keka Wallet of the Subscriber.

2. Subscriber Responsibilities, and Restrictions.

2.1 Access to Services:Subject to Subscriber’s compliance with this Agreement, Keka grants Subscriber a revocable, non-exclusive, non-transferable right to access and use the Services solely for its internal business purposes during the Subscription Term.

2.2 Subscriber Responsibilities. Subscriber shall: (a) provide accurate, complete, and up-to-date information when accessing the Services; (b) ensure that each Authorized User is uniquely identified and acts in accordance as well as complies with this Agreement; (c) use commercially reasonable efforts to prevent unauthorized access to the Services, including securing login credentials and monitoring usage; (d) comply with all Applicable Laws including, but not limited to, data privacy regulations and intellectual property laws; and (e) obtain the necessary consent from its Authorised Users for Keka’s processing of data, as required under the Data Processing Addendum (“DPA”).

2.3 Usage Restrictions:The Subscriber and its Authorized Users shall not, directly or indirectly: (a) copy, modify, distribute, sublicense, transfer, sell lease, assign, or otherwise exploit the Keka Platform, including unauthorized access, reverse engineering, disassembly, or decompilation (except as permitted by law), or using it on behalf of third parties, such as in service bureaus or business process Services, without prior authorization; (b) use the Keka Platform for competitive purposes, including benchmarking, competitive analysis, or developing competing products or Services; (c) circumvent or attempt to circumvent Usage Limits specified in the SOF or share Authorized User licenses among multiple individuals (except when reassigning to a new user); (d) use the Keka Platform for any unlawful, illicit, or immoral purpose, including storing or transmitting harmful, defamatory, obscene, infringing, or privacy-violating material, or any malicious code, including hacking, phishing, or malware distribution, or interfere with, disrupt, compromise, or overburden the Keka Service's security, infrastructure, system integrity, performance, or availability, including unauthorized data collection or tracking mechanisms; (e) upload or transmit (or attempt to upload or transmit) any passive or active tracking mechanism, such as web bugs, cookies, spyware, tracking pixels, passive content monitoring systems (pcms), or similar devices; (f) remove, obscure, or alter any proprietary or other notices contained in the Keka Platform.

3. Fees and Payment Terms.Pricing is determined based on the region of the Subscriber, its employees and shall be revised in the event of any change in such region. Fees are due and payable as on the invoice date unless otherwise agreed upon in writing. Fees are non-refundable whether or not the Keka Platform is actively being used. Additional charges will apply for additional purchases or usage in excess of the purchased subscription(s). Late payments are subject to interest at a rate of 1% per month or the highest rate permitted by law, whichever is lower. The Subscriber shall be responsible for all applicable taxes (any sales tax, withholding tax, use tax, value added tax, goods & service tax or any other similar tax) calculated on an ad valorem basis, other than taxes on the Keka's net income. All fees shall be paid free and clear of any withholding or deduction for taxes.

4. Keka Wallet Consumption. Keka Wallet consumption will commence upon completion of the grace period. Keka Service Credits shall be consumed in accordance with the number of live users recorded in the Keka portal for each calendar month. Any Authorised user active for at least one (1) day on the Keka Platform in a month shall be considered Live User. Upon exhaustion of Keka Service Credits, any negative balance recorded shall not be construed as authorisation for continued use of the Services or as a waiver of payment obligations. The Subscriber remains liable for all outstanding amounts.

5. Customization: Keka is a standard cloud-based SaaS product offered on an 'as-is' basis, inclusive of all existing in-app features and standard integrations. As a SaaS platform, Keka

does not offer customizations for individual customers. Any new feature or integration that is not part of the existing platform may incur additional charges and require separate timelines, subject to Keka's product roadmap & vision. Such requests will not affect the agreed-upon implementation timelines or go-live date, and any resulting delays cannot be attributed to Keka. Feature requests are evaluated for inclusion in the product roadmap if they are commonly requested by a significant portion of Keka's subscriber base, contribute meaningfully to the platform's value proposition, and are technically feasible. All such decisions remain at the sole discretion of Keka.

6. Data Protection.To the extent Keka process Account-Related Information and Subscriber Data on Subscriber's behalf, the Data Protection Addendum ("DPA") on the website (https://www.keka.com/us/data-protection-addendum) and is incorporated by reference into this Agreement.

7. Service Level Agreement ("SLA"). The SLA corresponding to the Subscriber's selected Support Plan (SKU), which sets out the applicable response times, resolution timelines, and escalation mechanisms, is published on Keka's website (https://www.keka.com/us/service-level-agreement) and is incorporated by reference into this Agreement.

8. Confidentiality. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information using at minimum the same degree of care it uses to protect its own information, but no less than reasonable care and shall not disclose to any third party except with accordance to this clause. Either Party may disclose Confidential Information to its employees, agents, affiliates, advisors, contractors, and service providers on a need-to-know basis, provided such recipients are bound by confidentiality obligations that are at least as restrictive as those set forth in this section. If required by law, the Receiving Party may disclose Confidential Information after providing reasonable notice to the Disclosing Party (unless prohibited by law) and seeking protective measures. The Receiving Party shall not use Confidential Information except as necessary to perform its obligations or exercise its rights under this Agreement and shall not use it to gain any unfair advantage over the Disclosing Party. Any disclosure of Confidential Information in accordance with this clause shall require prior written notice to the other party. Each Party shall promptly notify the other upon discovering any unauthorized use, disclosure, or loss of Confidential Information and shall take reasonable steps to retrieve and prevent further misuse. Further, upon termination or request, all tangible and digital copies of Confidential Information shall be returned or destroyed. Confirmation of destruction must be provided in writing within 30 days. For the avoidance of doubt, obligation to return or destroy Confidential Information shall not apply to computer records and files which have been created pursuant to an automatic electronic archiving, IT back-up, or internal disaster recovery procedures to the extent legally permitted; provided that all such data

shall remain subject to the confidentiality obligations hereunder and safeguarded in accordance with the terms of this Agreement.

9. Third Party Services.Certain functionalities on the Keka Platform may involve integrations with third-party tools, software, or services (“Third Party Services”). The integration of any Third-Party Services shall be at Subscriber’s sole discretion. Their use is subject to the respective terms and conditions of such third parties and, Keka makes no representations or warranties regarding Third-Party Services and disclaims all liability for any interruptions, errors, or damages arising from their use. Subscriber may opt out of certain Third-Party Services by adjusting account settings or by notifying Keka in writing. If Subscriber elects to integrate Third-Party Services that require the transfer of Subscriber Data, Subscriber acknowledges and agrees that Keka shall not be liable for any data processing by such third parties.

10. Rights and Licenses. Keka owns all rights, title, and interest in the Keka Platform and its Intellectual Property Rights, including updates, modifications, and derivative works, whether created by Keka or on its behalf. This Agreement does not grant the Subscriber any additional rights to Keka’s Intellectual Property. Subscriber grants Keka a perpetual, royalty-free license to use any Subscriber Input provided, including for sublicensing and integration into Keka Services. Keka may collect and use non-identifiable, anonymized, usage data, statistical data from the Subscriber’s use of the Services for improvement, anonymized marketing, and operational purposes. Subscriber agrees that Keka may use the fact of its involvement with the Subscriber and refer Subscriber’s name, trademarks, logos, Feedback, comments, suggestions, case studies, testimonials, name and pictures of individual issuing testimonials or comments in its marketing, advertising, customer references and website.

11. Limitation of Liability. Neither party shall be liable to the other for any indirect, incidental, punitive, special, exemplary, or consequential damages, whether or not such damages were foreseeable or the possibility of such damages was disclosed, including without limitation, damages for loss of profits, goodwill, use, data loss, interruption of business, loss or unauthorized access to information, or other intangible losses, arising out of or in connection with this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise. Either Parties liability, under no circumstance, shall exceed value of aggregate of all amounts paid by the Subscriber to Keka in the last twelve (12) months preceding the first event giving rise or during the Subscription Term, which ever period is lower, to such claim or action.

12.Warranties. Each Party represents and warrants that it has full power, authority, and legal right to enter into and perform its obligations under this Agreement. Each Party warrants that it has not entered into, and is not subject to, any agreement, obligation, or

restriction that would conflict with, limit, or prevent its ability to enter into or perform this Agreement, and that this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms. Keka warrants that during the Subscription Term, the Keka Platform will function as per Agreement and applicable documentation and will be free from any material defects that hinders the intended use. Keka agrees to implement safeguards to protect the security and confidentiality of Subscriber Data.

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

14. Indemnification.

14.1. By Keka: Keka shall defend, indemnify, and hold harmless the Subscriber, its directors, officers, employees, affiliates, agents, and representatives from and against any and all third-party direct claims, demands, actions, proceedings, liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) Keka’s breach of its confidentiality obligations under this Agreement (b) any claim that the Subscriber’s authorized use of the Keka Services infringes or misappropriates any valid intellectual property right of a third party, including patents, copyrights, trademarks, or trade secrets (an “IP Claim”); Keka shall, at Keka’s expense, defend Subscriber in such IP claims and bear the full cost of such defense, subject to the following conditions: (a) the Subscriber promptly notifies Keka in writing upon becoming aware of any actual or threatened claim. (b) Keka shall have sole control over the defense and settlement of the claim, including the right to appoint legal counsel of its choice; provided, however, that Keka shall not enter into any settlement that imposes any admission of liability or financial obligation on the Subscriber without the Subscriber’s prior written consent; and (c) the Subscriber shall provide Keka with all reasonable cooperation and assistance in connection with the defense of such claim.

14.2. Excluded Claims: Keka shall have no liability or obligation under this Agreement against any and all claims arising from, related to with the use of the AI tool provided by Keka, including but not limited to accuracy, reliability, or legality of outputs or

recommendations, and any reliance placed upon such outputs. Further, Keka shall have no liability or obligation under this Agreement in the event the IP claim arises out of or relates to: (a) any instructions, specifications, materials, or modifications made to the Keka Platform or Services by the Subscriber or at the Subscriber's direction, or otherwise not performed or authorized by Keka; (b) any combination or use of the Keka Services with software, hardware, or data not provided or approved by Keka, where such use causes the infringement; (c) use of the Keka Services in violation of the terms of this Agreement or applicable Law; or (d) any claim arising from or relating to the Subscriber's Data, including but not limited to alleged infringement of intellectual property, defamation, breach of privacy rights, or inclusion of unlawful or infringing content.

14.3. By Subscriber: The Subscriber agrees to defend, indemnify, and hold harmless Keka, its directors, officers, employees, affiliates, agents, and representatives from and against any and all third-party direct claims, demands, actions, proceedings, liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the Subscriber's breach of its confidentiality obligations under this Agreement; (b) the Subscriber's unauthorized or improper use of the Keka Services; (c) any instructions, specifications, materials, or modifications made to the Keka Platform or Services provided or performed by the Subscriber or at the Subscriber's direction, or otherwise not performed or authorized by Keka; (d) any claim arising from or relating to the Subscriber's Data, including but not limited to alleged infringement of intellectual property, defamation, breach of privacy rights, or inclusion of unlawful or infringing content.

14.4 Conduct of Claims: The indemnified Party shall promptly notify the indemnifying Party of any indemnity claim. Delay in notification shall not relieve the indemnifying Party of its obligations unless such delay materially prejudices its ability to defend the claim. The indemnified Party shall provide reasonable cooperation and relevant information at the indemnifying Party's expense. The indemnifying Party shall have sole authority over the defense and settlement of any third-party claim. If the indemnifying Party fails to assume control of the defense within thirty (30) days of receiving notice, the indemnified Party may undertake the defense at the indemnifying Party's reasonable expense. The indemnified Party shall not admit liability or settle any claim without the indemnifying Party's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.

15. Term. This Agreement is effective from the date of the SOF. Thereafter, this Agreement shall automatically renew for successive terms of equal duration to the Initial Term (each renewal term, a "Term"), unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term. Upon any renewal, the recurring fees shall be subject to an

increase, the extent of which will be mutually discussed and agreed upon by Keka and the Subscriber. Notwithstanding the foregoing, any downgrade in subscription scope including but not limited to volume, plan, term, or billing cycle may be subject to re-pricing at the time of renewal, regardless of prior Term pricing.

16. Termination for Cause. Either Party may terminate this Agreement for cause by providing 30 days' written notice to the other party in the following cases: (a) Material Breach – if the other Party materially breaches this Agreement and fails to remedy the breach within the notice period; or (b) Other Grounds – if the other Party (i) enters into an unauthorized Agreement with creditors or initiates winding-up proceedings (except for legitimate restructuring), (ii) is reasonably suspected of engaging in illegal activities or acts prejudicial to the other Party's interests, (iii) engages in misconduct, fraud, dishonesty, or misuse of the Services or other property, (iv) breaches any representations or warranties under this Agreement, or (v) ceases or threatens to cease business operations. Upon termination, each Party shall remain bound to protect the Confidential Information for so long as such information retains its confidential nature.

17. Refund. Upon termination in accordance with clause 16, Keka will refund any prepaid fees on a pro-rata basis for the remaining Subscription Term. However, termination does not relieve the Subscriber from payment obligations, if any.

18. Termination without cause.Beyond the Termination for Cause, the Subscription Term is non-cancellable and non-refundable. The Subscriber shall remain unconditionally liable for payment of all subscription fees for the entire Subscription Term, including all amounts that would have become due and payable through the end of the Subscription Term. All such amounts shall be immediately due and payable as a single lump sum upon the earliest of: (a) the Subscriber issuing any notice purporting to terminate this Agreement; (b) the Subscriber communicating an intention to cease payment or discontinue use of the Services; or (c) the Subscriber failing to make any payment when due and such failure continuing for a period of fifteen (15) days after notice from Keka requiring payment, without further notice or demand.

19. Retrieval of Subscriber Data. Upon termination, Keka will provide Subscriber limited access to the Keka Platform for up to thirty (30) days, at no additional cost, solely for purposes of retrieving Subscriber Data. However, in the event that the Subscriber elects to extend the duration of the data retrieval process, the Subscriber shall provide written notice to Keka prior to the expiration of the thirty (30) days period. Upon receipt of such notice, Keka shall furnish the Subscriber with details of any applicable additional charges, which shall be invoiced accordingly. After this period, unless legally required, Keka may delete the Subscriber Data but may retain backup copies until scheduled for deletion. Subscribers can request earlier removal of Subscriber data and backups in writing.

20. Change of Control. A “Change of Control” means any event in which (a) more than twenty-five percent (25%) of the voting stock or ownership interest of the Subscriber is transferred; or (b) the Subscriber merges with or is acquired by another entity. In the event of a Change of Control involving a party that is directly or indirectly engaged in the HRMS/HRIS industry, the Subscriber shall provide Keka with written notice within seven (07) days following the effective date of such Change of Control. Notwithstanding the foregoing, Keka shall have the right to terminate this Agreement upon fifteen (15) days’ written notice only if such Change of Control materially and adversely affects Keka or gives rise to a demonstrable conflict of interest.

21. Authorised Partner . In the event the Subscriber procures the Services through a Partner, all commercial terms, including billing and payment, shall be governed solely by the arrangement between Keka and such Partner. Keka may suspend or terminate access to the Services for non-payment by the Partner and shall bear no liability to the Subscriber in such event; the Subscriber’s sole recourse shall be against the Partner. Notwithstanding the procurement channel, the Subscriber’s access to and use of the Services shall be governed exclusively by this Agreement, which establishes a direct and independent contractual relationship between Keka and the Subscriber, and, as between them, this Agreement shall prevail over any conflicting terms agreed with a Partner. Partners are independent entities and are not authorized to bind, obligate, or make representations on behalf of Keka, and any commitments made by a Partner that exceed or conflict with this Agreement are void and unenforceable against Keka. Keka may enforce this Agreement directly against the Subscriber or any Authorized User and may suspend or restrict access for breach or security risks irrespective of any arrangement with a Partner. The Subscriber remains responsible for ensuring compliance by its Authorized Users and for the accuracy of any instructions or data routed through a Partner, and Keka shall not be liable for delays, errors, or misconfigurations arising from Partner involvement.

22. General Provisions.

22.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Texas, USA without reference to conflict of laws principles. The courts at Texas, USA shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

22.2. Injunctive Relief: The Parties agree that breaches of confidentiality or other obligations under this Agreement causing irreparable harm to entitle the affected Party to seek injunctive relief or specific performance.

22.3. Notices: . Unless expressly stated otherwise, all notices under this Agreement must be in writing. Notices to Keka must be sent addressing Legal Department at

legal@Keka.com. Notices to Subscriber must be sent addressing the email address of the undersigned representative as provided below, unless otherwise agreed in writing by the Parties.

22.4. No Third-Party Beneficiaries: The terms of this Agreement are binding solely on the Parties, their successors, and permitted assigns. Nothing in this Agreement, whether expressed or implied, creates any rights, benefits, or remedies for any individual or entity other than the Parties, their successors, and permitted assigns.

22.5. Force Majeure: Neither Party shall be liable for delays or failures in performance due to causes beyond its reasonable control, including but not limited to natural disasters, government actions, wars, riots, strikes, lockouts, epidemic, pandemic other concerted acts of workmen or acts of God. A Party invoking force majeure shall promptly notify the other Party in writing, providing full details of the cause or event, along with the date of its first occurrence, as soon as reasonably possible. The affected Party must keep the other Party updated on developments and make all reasonable efforts to resolve the cause of non-performance. Once the impediment is removed, both Parties shall promptly resume their obligations under the Agreement. The Subscriber shall have the right to terminate the Agreement if force majeure continues for thirty (30) days.

22.6. Anti-corruption: Each Party shall comply with all applicable anti-corruption laws, in relation to this Agreement. Each Party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either Party's behalf to corruptly: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) for the purpose of inducing or rewarding any favourable action in any matter related to the subject of this Agreement or the business of either Party. Each Party further agrees to keep accurate books and records in relation to this Agreement. Each Party further agrees to cooperate with the other Party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

22.7. Non-Disparagement: During and after the term of this Agreement, both Parties shall act in good faith and refrain from making or publishing any false, misleading, derogatory, defamatory, or otherwise harmful statements about the other Party, its services, personnel, or business, whether publicly or privately on any digital/public platforms. Any bona fide feedback provided by the Subscriber shall not be restricted and may be given freely, without limitation or prior approval, but in confidence.

22.8. Relationship of the Parties:The parties are independent contractors. This Agreement does not create, and it is not intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

22.9. Confirmation: In the event of conflict between the clauses of this MSA and SOF, SOF shall prevail.

22.10. Amendments: Any amendments or modifications must be in writing and signed by authorized representatives of both Parties.

22.11. Assignment:Subjected to Change of Control clause, either Party may assign its rights or obligations pursuant to this Agreement to a relevant third party as part of a merger or acquisition of it or its business activities relating to the performance of this Agreement. Any other attempted assignment shall be null and void.

22.12. Severability:If any provision of this Agreement is held to be illegal, invalid or unenforceable under any Applicable Law from time to time: (a) such provision will be fully severable from this Agreement; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

22.13. Waiver: Except as otherwise provided in this Agreement, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.

22.14. Interpretation:No provision of this Agreement shall be construed against one Party by reason of being deemed the “author” of the Agreement. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the terms of this Agreement.

22.15. Electronic Signatures:The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be executed by electronic means, via digital signatures, and such electronic execution shall be deemed to have the same legal effect as delivery of an original executed copy. The Parties further agree that electronic signatures shall be binding and enforceable to the same extent as physical, handwritten (“wet”) signatures, in accordance with applicable laws.