



तमिलनाडु TAMIL NADU

02 MAR 2021

octoze TECHNOLOGIES PVT. LTD

85AB 035092

K. PORKODI

STAMP VENDOR

License No:23/CH(S)2010 dt. 28.02.2011

Sholinganallur, Chennai - 600 119.

044-42154999

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into on this 1st day of June, 2020 ("Effective Date").

BETWEEN

Octoze Technologies Private Limited (PAN No - AABCO9177A, GST - 33AABCO9177A1ZM) a company incorporated and existing under the laws of India with its registered office at 11 Sriram Nagar Main Road, Thiruvannamiyur, Chennai 600041 (hereinafter referred to as the "Company" which term shall, unless repugnant to the context, mean and include its successors, executors, administrators and assigns) of the **ONE PART**;

AND

Sri G.V.G Visalakshi College for Women, an Educational Institution organized under the laws of India and having its registered office at Palani Road, Udumalpet, Tamil Nadu 642128 (hereinafter referred to as the "Licensee" which term shall, unless repugnant to the context, mean and include its successors, executors, administrators and permitted assigns) of the **OTHER PART**.

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The Company and the Licensee, as the context may require, are referred to individually as "Party" and collectively the "Parties".

WHEREAS

1. The Company is engaged in the business of software product development and has developed a software by the name "Camu" as per the details provided in Annexure 1 to this Agreement ("Software");
2. The Licensee is engaged in the running of an Educational Institution;
3. The Licensee desires to obtain a license from the Company to use the Software for the internal purposes as specified under this Agreement;
4. The Company is agreeable to grant the Licensee the license rights to the Software on a limited, revocable, non-transferable, non-assignable, non-sub-licensable and non-exclusive basis subject to the terms and conditions mentioned hereunder;
5. Accordingly, the Parties have agreed to enter into this Agreement subject to the terms and conditions set forth hereinafter.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Agreement, capitalized terms used herein shall have the following meanings:

- 1.1 "Confidential Information" shall mean all proprietary and confidential information of the Company including but not limited to commercial and business information, financial information, technical and artistic information, trade secrets, know-how, inventions or products, research and development, production, manufacturing and engineering processes, computer software or code, Software, Documentation, costs, profit or margin information, finances, customers, vendors, finances, personal data, marketing and production and future business plans relating to the business of the Company, third party proprietary information, whether written or oral, in whatever form, and such information that may be developed by the Company for the purposes of this Agreement, whether protected under law or not.
- 1.2 Data shall mean any and all data entered into Camu by the Licensee including and not limited to admissions information and records, academic plans and records, attendance records of students and staff, etc, teaching plans, examination plans and results, staff record, student record, health record, student activities, billing and revenue, records and plans for co-curricular activities.
- 1.3 "Documentation" shall mean the user's guide, compilation instructions, and requirements including documents, manuals and computer-readable files, regarding the installation, use, operation, functionality, troubleshooting, specifications and other technical information sufficient to use the Software as provided herein.
- 1.4 "Go-Live Date" shall mean the date in which the software is put to use by 1 or more users to perform real time work which is not setup of configuration related.
- 1.5 "Intellectual Property" shall mean all patents, inventions, copyrights, moral rights, design rights, utility models, circuit layouts, service marks, logos, business and domain names, trademarks (whether registered or unregistered), internet domain names, applications for any of the foregoing, rights in databases, data, source codes, object codes, reports, drawings, specifications, know-how, trade secrets, Confidential

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Information, software designs and/or other materials, semi-conductor rights, topography rights, customer data, rights in the nature of unfair competition and the right to sue for passing off and any other rights equivalent to any of the foregoing in any jurisdiction worldwide and any application for registration of the foregoing.

- 1.6 "Permitted Purpose" shall mean use of the Software for the purpose of administration, management and as a medium of instruction at the educational institution of the Licensee at the Site and is more fully described in Annexure 1.
- 1.7 "Site" shall mean the location of the Licensee where the Software is to be delivered, installed and used by the Licensee and is specified in Annexure 1 of this Agreement.
- 1.8 "Software" shall mean the software program named "Camu" (and any related Documentation) licensed to the Licensee by the Company and more fully described in Annexure 1.
- 1.9 "Software License" shall mean the limited license right granted by the Company to the Licensee with respect to the use of the Software solely for the Permitted Purpose under this Agreement.

2. SCOPE OF LICENSE RIGHTS

2.1 Purpose and Scope of License Rights

- 2.1.1 Subject to the terms and conditions set forth herein, the Company hereby grants to the Licensee a limited, non-exclusive, non-assignable, non-sub-licensable, revocable and non-transferable license, during the Term of this Agreement, to use the Software solely for the Permitted Purpose under this Agreement within the Site in the territory of Chennai.
- 2.1.2 The Software may be used by such number of Users of the Licensee as set forth in Annexure 1. If the Licensee desires to add additional Users, the Licensee shall secure the prior approval of the Company, which may be granted subject to an additional fee.
- 2.1.3 The Licensee shall not, during the Term of this Agreement or at any time after its termination or expiry:
- (i) use the Software for any purposes other than the purpose specified in this Agreement.
 - (ii) sell, resell, license, sub-license, rent, lease, lend, transfer for value or commercially exploit or otherwise allow access to the Software to any third party;
 - (iii) separate the components of the Software;
 - (iv) copy, modify, create any derivative work of, or include in any other products to Software or any portion thereof;
 - (v) either directly or indirectly decompile, disassemble, decipher, reverse engineer, reengineer or otherwise attempt to derive source code or the underlying ideas, algorithms, structure or organization from Software or directly or indirectly permit any employee/personnel of the Licensee to decompile, disassemble, decipher, reverse engineer, reengineer or otherwise attempt to derive source code or the underlying ideas, algorithms, structure or organization from the Software, except as specifically authorized in writing by the Company or as specifically provided under this Agreement; or

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- (vi) hide, tamper, alter, amend or in any other manner interfere with all the copyright and other notices on the Software.
- (vii) merge the Software with another program for any purpose whatsoever unless it is required for the implementation of this Agreement or the exercise of any rights granted under it, in which case the prior written consent of the company shall be obtained.
- (viii) allow any third party (other than the authorized Users) to use or otherwise make use of or have access to the Software.

2.1.4 For the purposes of clarity, the Software is licensed for the Permitted Purpose only. Any additional use of the Software not permitted under this Agreement by the Licensee will be considered a material breach on the part of the Licensee.

2.2 Software Delivery and Implementation

2.2.1 Upon payment of the fee set forth in Annexure 2 of the Agreement, the Company shall make the Software available to the Licensee by way of providing the Licensee with the access details to the portal on the Company's website or mobile application and the support Documentation and materials set forth in Annexure 1 of this Agreement.

2.2.2 The Licensee shall be solely responsible for procurement and set up of necessary infrastructure and hardware that is compatible with the Software and meet the infrastructure and hardware specifications identified in Annexure 1 or any Documentation provided by the Company.

2.3 Upgrades and Customization of Software

2.3.1 New versions of the Software or upgrades to the Software, that may be developed and released from time to time shall be offered at no additional cost.

2.3.2 Any customizations post-delivery of the Software shall be assessed based on mutual discussions. Such customization requests shall be developed, offered and delivered as an upgrade to the Licensee, at an additional charge.

2.3.3 Any site visits to be undertaken by the resources or agents of the Company for approval of enhancement specifications or provision of implementation support in relation to the customization request of the Licensee shall be charged on a person and material basis.

3. Support and Maintenance

3.1 For the duration of the Term, the Company shall provide support with respect to the maintenance of the Software and any issues, updates and upgrades with respect to the Software in accordance with the terms and specifications of the service level agreement set forth in Annexure 3 of this Agreement.

3.2 The Licensee acknowledges and agrees that if the Company incurs any costs under the following heads, such costs shall be borne solely by the Licensee:

3.2.1 Any travel costs and expenses incurred by the Company or the resource or agent of the Company;

3.2.2 Any hardware supplied by the Company;

3.2.3 Any server and desktop software, anti-virus, desktop sharing software etc. supplied by the Company;

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4. Payment Terms

- 4.1 The Licensee shall pay the Company fees under the following heads, as more particularly detailed in Annexure 2 of this Agreement (collectively referred to as "Fees"):
- 4.1.1 Annual license fee with respect to the base Software includes all Upgrades. In the event any Upgrades to the Software is requested by the Licensee or is released by the Licensor, the same shall be provided to Licensee at no additional cost.
- 4.1.2 One time implementation fee; Any other charges set forth in Annexure 2;
- 4.2 Payments shall be made as per the payment schedule set forth in Annexure 2 and within 15 Days (Fifteen) days of receipt of the relevant invoice from the Company. A running account shall be maintained at the office of M/s. Octoze Technologies Private Limited.
- 4.3 Any out of pocket expenses incurred by the Company, including travel expenses for onsite visits, shall be fully reimbursed by the Licensee.
- 4.4 Subject to any deduction of tax under the provisions of the Income Tax Act, 1961, all payments made under this Agreement shall subject to all present and future taxes, withholding or otherwise. All taxes and duties payable in respect of this Agreement or the license granted hereunder including but not restricted to VAT, sales tax, customs and other duties and other charges, if any, shall be to the Licensee's account.
- 4.5 Any delay in payments beyond the due date by the Licensee under this Agreement shall be subject to an interest rate of 2% (two percent) per month till such time as the overdue payments are received by the Company.
- 4.6 In the event of non-payment of dues under this Agreement by the Licensee within the agreed timelines, in addition to other applicable remedies, Company reserves the right to revoke the license to the Software and suspend any services provided hereunder and/or terminate this Agreement for breach of contract.

5. CONFIDENTIALITY OBLIGATIONS

- 5.1 The Licensee recognizes that, by virtue of this Agreement, it shall be given and have access to specialized technical know-how, information, data and other Confidential Information and proprietary information of the Company. The Licensee undertakes not to divulge or communicate to any person/entity or use or exploit for any purpose whatever, any of the trade secrets, Confidential Information or knowledge with respect to the Company which the Licensee may receive or obtain as a result of entering into this Agreement.
- 5.2 The Licensee shall disclose the Confidential Information to its employees only on 'need to know' basis and shall use its best endeavors to ensure that its officers, employees or agents, if any, hold all Confidential Information in the strictest of confidence at all times, making no use thereof other than in connection with the performance of their obligations under this Agreement. Neither the Licensee nor any of its respective employees shall, without the prior written approval of the Company: (i) release any Confidential Information to any person other than its employees or consultants known to need access to such matters in order to perform their obligations under this Agreement; or (ii) duplicate or otherwise reproduce any Confidential Information except as required in connection with the performance of their obligations. The Licensee agrees to cause each of its employees to execute appropriate confidentiality agreements in the form and manner as determined by the Company in order to give full effect to this Clause.
- 5.3 This obligation and restriction on the Licensee shall continue to apply without limit in

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point of time.

- 5.4 The Licensee hereby agrees that it shall not make such notes, copies, photocopies, backups, or other written, photographic or computer-generated records relating to the Confidential Information without the express prior written consent of the Company. Upon termination or expiry of this Agreement, the Licensee shall destroy or return all copies of Confidential Information to the Company, upon its request and shall certify such destruction from the authorized representative of the Company.
- 5.5 The Company acknowledges and agrees that the Data entered into Camu by the Licensee will constitute confidential information and proprietary information of the Licensee. The Company shall use its best endeavors to ensure that its officers, employees or agents, if any, hold the Data entered into Camu by the Licensee in the strictest of confidence at all times, making no use thereof other than in connection with the performance of their obligations under this Agreement. However, disclosure is permitted to the extent that such disclosure of confidential information is required by law or made with the prior written consent of the Licensee.
- 5.6 The Licensee can request a download of the Data at any point in time during and after the Term of this Agreement and within 1 week from receiving a written request from the Licensee the Company will make available a copy of the Data for the Licensee to download. The Licensee is aware and acknowledges that the Data can be downloaded 4 times per year without incurring any additional charges (such downloads will be understood to be part of the service provided by the Company). Additional downloads of the Data entered by the Licensee on Camu will be charged Rs. 10,000 per download (This fee is subject to change as may be determined by the Company at a later date).
- 5.7 The Licensee gives permission to use the Licensee logo in Company website, marketing collaterals and in all social media platforms. Also the Company as part of the Marketing initiatives would announce the addition of Licensee in company's website, marketing collaterals and in all Social media platforms.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 6.1 General Representations: Each Party hereto represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of India and has full corporate power and authority to execute and deliver this Agreement and to complete the transactions contemplated hereby and that, the signatories to this Agreement have the respective power and authority from each party for executing and delivering this Agreement; (ii) The execution, delivery and the performance of its obligations under the Agreement will not result in a breach of, or constitute a default under, any agreement to which it is party to, or result in a violation or breach of or default under any applicable laws.
- 6.2 Company Warranties: The Company represents, warrants and covenants to the Licensee that (i) it has the right to license the Software and grant to the Licensee the rights granted under this Agreement; (ii) the Software is free and clear of any lien, encumbrance or written claim of any third party (iii) commencing from the date Go-Live Date, the Software will conform to the Documentation and specifications captured under Annexure 1 of this Agreement; (iv) to the knowledge of the Company, the Software does not and will not infringe the Intellectual Property Rights of any third party.
- 6.3 Licensee Warranties: The Licensee hereby represents and warrants to the Company:

- 6.3.1 That the Licensee shall not utilize the Software except for the Permitted Purpose specifically contemplated under this Agreement. In the event if the Company comes to the knowledge of the Company that the Licensee has utilized the Software for purposes other than what is specified in the Agreement, then the Company shall immediately revoke the license and the Licensee shall be liable to indemnify the Company for such unauthorized use by the Licensee.
- 6.3.2 that in the event of any suits, claims, disputes or such differences as are brought directly against the Company by a third party as a consequence of breach of the terms and conditions of this Agreement by the Licensee, the Licensee shall at its sole cost assist the Company in defending such suits, claims, disputes or differences.

7. INTELLECTUAL PROPERTY

- 7.1 The Licensee acknowledges and agrees that all the rights, title and interest in the Software and Documentation as well as any customization, updates and upgrades to the Software and all the Intellectual Property rights therein are solely and absolutely owned by the Company and shall continue to vest with the Company during and after the Term of this Agreement.
- 7.2 Other than as specified expressly under this Agreement, nothing in this Agreement provides any right, title and interest of license, assignment or ownership in Software or the Intellectual Property rights therein and the Company reserves all rights not expressly granted to the Licensee under this Agreement.
- 7.3 The Licensee hereby undertakes that it will not apply for any copyright, trademark or any Intellectual Property for any aspect of the Intellectual Property rights and the Confidential Information relating to other Party.

8. DATA OWNERSHIP AND COPYRIGHT.

- 8.1 All Data collected through CAMU shall be the property of the Licensee.
- 8.2 The Company may copyright any of the copyrightable material produced in conjunction with the performance required under this Agreement. The Company hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for the purposes set out in this Agreement.

9. INDEMNITY

- 9.1 Each Party agrees to indemnify and hold harmless the other Party, its affiliates, directors, representatives, officers and employees harmless against any loss, cost, damage, expense, or claim actually suffered and incurred by the other Party as a result of the formers' negligence, fraud or gross misrepresentation, breach of confidentiality or breach of any other obligations hereunder.
- 9.2 The Licensee agrees to indemnify and hold harmless the Company, its affiliates, directors, representatives, officers and employees harmless against any loss, cost, damage, expense or claim arising due to the Licensee's breach of the obligations under this Agreement including without limitation the utilization of the license rights to the Software for the purposes other than what is specified in this Agreement.

10. DISCLAIMER

- 10.1 Except as expressly provided to in this Agreement, all terms, conditions, warranties, undertakings inducements or representations relating in any way to the Software are excluded.



- 10.2 Notwithstanding the foregoing, the Company shall have no warranty obligation for any non-conformance or non-performance of the Software which arises out of a defect in any other software or hardware product in use by the Licensee, which causes the Software not to conform to the warranty when used in combination with such other product.
- 10.3 The liability of the Company shall not apply, where the infringement is caused by modifications to the Software effected by the Licensee where the infringement is based on said modifications or attributable caused by any use of the Software in combination, operation or use with any machine, program or other material not designated for use with the Software as informed by the Company to the Licensee in writing or modification of the Software by a party other than the Company or use by the Licensee of the Software or portion thereof in combination with any product not furnished or authorized by the Company and the infringement would not have occurred but for such combination or such other actions by the Licensee.
- 10.4 The Company disclaims any warranty, express or implied (i) that the Software is or will be error-free or uninterrupted; (ii) with respect to the disabling code or computer viruses that were not in existence as on date of the installation of the Software to the knowledge of the Company; (iii) with respect to the server, network or operator mistakes.

11. LIMITATION OF LIABILITY

Under no circumstances shall either Party be liable to the other for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims of the other Party or suppliers (including, but not limited to, claims for loss of goodwill, loss of profits, loss of revenue, interruption in use or availability of data, stoppage of other work, computer failure or malfunction or impairment of other assets), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. Without prejudice to the above, in no event shall the liability of the Company whether to the Licensee or any third party exceed an amount representing the Annual License Fee paid by the Licensee to the Company under this Agreement.

12. TERM AND TERMINATION

- 12.1 This Agreement shall be effective for a period of 5(Five) years ("Term") which shall commence from the Effective Date, unless terminated earlier as per the terms of this Agreement or extended by the Company on the same terms and conditions hereunder.
- 12.2 The Software License will terminate automatically if the Licensee fail to comply with the limitations described under this Agreement.
- 12.3 The Company may terminate this Agreement with or without cause upon providing at least 60 (Sixty) days written notice to the Licensee. In the event of the Licensee terminating the agreement the license fee for the term of the remaining term of agreement must be paid prior to the termination notice. The Licensee may choose not to continue with the Agreement at the end of an Academic year due to non performance by the License. Throughout the period of service each non-performance incident must be communicated to the Licensee within 7 working days specifically stating the incident is related to non performance and the Licensee must be given reasonable time to resolve the issue.

Termination for Cause:

- 12.4 Either Party may terminate this Agreement forthwith on written notice to the other Party in the event of a material breach by such other Party which is incapable of remedy, or in the event of a curable breach if such breach remains uncured for a period of sixty (60) days following receipt of written notice from the non-breaching Party.

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However, the Company may terminate this Agreement immediately without notice, in the event the Licensee commits an incurable material breach of this Agreement or commits a material breach of its obligations of confidentiality or infringement of intellectual property rights of Company under this Agreement.

- 12.5 Either Party may terminate this Agreement immediately following written notice to the other Party, with no further action by such Party, (i) if a receiver is appointed on account of the other Party's insolvency; or (ii) if the other Party ceases to do business in the normal course or is unable to meet its obligations in the normal course of business; or (iii) becomes or is declared insolvent or bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors; or (iv) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days; or (v) makes an assignment for the benefit of creditors.

Consequences of Termination

- 12.6 Upon expiration or earlier termination of this Agreement, the Licensee shall, at its expense, return to the Company or destroy if the Company so requests, such documents or other tangible material, including copies, reproductions and duplicates thereof, embodying the Confidential Information of the Company.
- 12.7 The Software License granted under this Agreement to the Licensee shall forthwith cease with immediate effect and the Licensee shall have no right to use the Software from the date of termination.
- 12.8 The Licensee shall forthwith cease to use any Intellectual Property rights or Confidential Information of the Company and shall exercise all such endeavors so as to ensure that the Licensee is in no manner related to the Company by the public.
- 12.9 The termination of this Agreement shall not affect the Company's right to receive payment from the Licensee of all monies due and payable to the Company up to the date of termination.

13. GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 13.2 The courts at Chennai shall have exclusive jurisdiction to settle any and all disputes between the Parties arising out of or in connection with the existence, validity, construction, performance and/or termination of the Agreement, which the Parties are unable to amicably resolve.
- 13.3 All disputes under this Agreement shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually agree on a sole arbitrator for resolving the disputes arising in terms of this Agreement. The venue for such arbitration will be Chennai and the language used shall be English.

14. NON-COMPETE

During the Term of this Agreement and for a period of two (2) years after the expiry or termination of the Agreement, the Licensee shall not in any manner, engage in the business which is similar to or in direct competition to the business of the Company, either for itself or for any third party.

15. NON-SOLICITATION

Neither Party shall without the prior written consent of the other, during the term of this Agreement and for a period of one year thereafter, solicit, offer to employ or in any manner endeavor or attempt to employ any person who is, or shall at any time during the term, employed by the other Party.

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16. ENTIRE AGREEMENT

This Agreement and its annexures, as well as the documents expressly included herein by reference constitute the entire agreement between the Parties with respect to the subject matter hereof and there shall be no terms, obligations, covenants, representations, warranties, statements or conditions other than those contained herein.

17. NOTICES

All written notices and other written communications between the Parties to this Agreement shall be deemed received (a) when personally delivered by courier/messenger or by successful facsimile transmission, or (b) five (5) days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (c) when actually received, if given in any other manner. All such notices and other communications shall be sent to the addresses of the Parties set forth above, or to such other (different and additional) places as they may designate by like notice from time to time.

18. FORCE MAJEURE

If the performance by either Party hereto, of any of its obligations hereunder is prevented, restricted or interfered with by reason of fire, or other causality or accident; strike or labour disputes; war or other violence; any law, or regulation of any government; or any act or condition whatsoever beyond the reasonable control of such Party (each such occurrence being hereinafter referred to as a "Force Majeure"), then such Party shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that such Party shall give prompt notice within a period of seven (7) days from the date of Force Majeure occurrence and providing a description to the other Party of such Force Majeure in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure; and provided further that such Party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.

19. MISCELLANEOUS

- 19.1 Modification: Any modification to this Agreement shall be made in writing by way of an amendment signed by duly authorized representatives of each Party.
- 19.2 Assignment: The Licensee shall not transfer or assign part or all of its rights and obligations under this Agreement without the prior written consent of the Company. The Company may assign this Agreement at any time to any third party without notice to the Licensee.
- 19.3 Heading: Titles of Clauses are included for convenience of reference only and shall not affect the interpretation of this Agreement.
- 19.4 Waiver: Failure of either Party to enforce, at any time or for any period of time, the provisions hereof or the failure of either Party to exercise any right herein shall not be construed as a waiver of such provision or right and shall in no way affect that Party's right to enforce such provisions or exercise such option. No waiver of any provision hereof shall be deemed a waiver of any succeeding breach of the same or any other provision of this Agreement.

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- 19.5 Severability: If any provision of this Agreement was held by an arbitration tribunal or court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such a provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity shall remain in full force and effect. The Parties will agree in good faith on new provisions to replace the invalidated provisions, as close as possible to the Parties' original intent.
- 19.6 Equitable Relationship: The Company acknowledges that a breach by the Licensee of any confidentiality or proprietary rights provision of this Agreement may cause the Company irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Company may institute an action to enjoin the Licensee from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and Company may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which Company may be entitled at law or in equity.
- 19.7 Relationship of Parties: The Parties agree that notwithstanding anything to the contrary contained herein, the relationship between the Parties shall be a principal to principal relationship and nothing contained herein shall be deemed to construe either Party to be the agent, servant, partner, joint venture partner, subsidiary, associated or group company of the other Party.
- 19.8 No Third-Party Beneficiaries: This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the Parties to this Agreement may enforce it.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed by its duly authorized representatives:

Company

Signature: J-11-0-21

Name: SUMATHI KRISHNA PRASAD

Title: Chairman, Managing Trustee

Date: 11.03.21

Licensee

Signature: AR

Name: AR SUAMINATHAN

Title: CEO

Date: 11.03.21

Witness 1:

J. MANJULA
47, Sivalingam Pillai Nagar,
S.V. Mills Road
Adumalai
9486010696 (Mob)

Witness 2: