

This Subscription License Agreement (“**Agreement**”) is made by and between Panamaram Digital services Private Limited (“**KNOW YOUR LEADERS**”), an Indian Private Limited Company having offices at Thanjavur, Tamil Nadu and the entity that has licensed the KNOW YOUR LEADERS website as named in the applicable Subscription Form (“**Customer**”). This Agreement shall become effective on the date on which this Agreement is executed by the Customer (the “**Agreement Effective Date**”).

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Agreement shall have the meaning assigned to them as set forth below.

1.1. “**Affiliates**” means, with respect to a party, any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such party. The term “control” (including the terms “controlled by” and “under common control with”) means (i) the possession, directly or indirectly, of at least 50% of the voting rights of a person; or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, management control by contract or otherwise.

1.2. “**Confidential Information**” means all non-public information disclosed by a party to the other party which: (a) is marked as “Confidential” or with a comparable legend if disclosed in written, graphic, machine readable or other tangible form, or (b) which should be reasonably in good faith be treated as confidential or proprietary based on the nature of the information or the circumstance surrounding its disclosure. Confidential Information does not include information which: (i) is now generally known or available or which, hereafter through no act or failure to act on the part of recipient, becomes generally known or available; (ii) is rightfully known to recipient at the time of receiving such information; (iii) is furnished to recipient by a third party without restriction on disclosure; or (iv) is independently developed by recipient without having relied on the Confidential Information of the disclosing party.

1.3. “**Subscription Fees**” means, as applicable, the fees charged by KNOW YOUR LEADERS for licenses and services as provided by the Platform.

1.4. “**Intellectual Property Rights**” means any intellectual property rights, including patents, utility models, rights in designs, copyrights, moral rights, topography rights, database rights, trade secrets, and rights of confidence, in all cases whether or not registered or registrable in any country, and including the right to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world from time to time.

1.5. “**Software**” means the object code version of any software to which Customer is provided access as part of the Service, including any updates or new versions, as available in the website “www.knowyourleaders.in”.

1.6. “**Subscription Term**” means the period of time the applicable Software licenses are valid, as specified in the platform.

2. Software License and Restrictions.

2.1. **Subscription Rights to Use.** During the applicable Subscription Term, Customer and its Affiliates will receive a non-exclusive, non-assignable, royalty free worldwide license to access and use the Software solely for their internal operations subject to the terms of this Agreement.

2.2. **Restrictions.** Except as expressly set forth in this Agreement, Customer shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute or otherwise transfer rights or usage in the Software (b) provide the Software on a timesharing, service bureau, service provider or other similar basis (c) remove or alter any copyright, trademark or proprietary notice in the Software (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software.

3. Proprietary Rights.

3.1. **KNOW YOUR LEADERS Intellectual Property.** Title to and ownership of all copies of the Software whether in machine-readable (source, object code or other format) or printed form, and all related technical know-how and all rights therein (including without limitation all Intellectual Property Rights applicable thereto and in all derivative works by whomever produced), belong to KNOW YOUR LEADERS and its licensors and shall remain the exclusive property thereof. All rights not expressly granted to Customer are reserved by KNOW YOUR LEADERS and its licensors.

3.2. **Customer Intellectual Property.** KNOW YOUR LEADERS acknowledges that any and all proprietary materials provided or allowed access by the Customer and/or its affiliates, including any proprietary materials used in relation to the operation of the Software, belongs to the Customer (“Customer’s Proprietary Materials”). For the avoidance of doubt, ownership of any Confidential Information or Intellectual Property Rights provided by the Customer, its affiliates, their respective employees and/or end-users shall remain with the Customer at all times.

3.3. **Suggestions.** Customer is not obligated to provide KNOW YOUR LEADERS with any suggestions, enhancements, recommendations or other feedback (“Suggestions”). To the extent Customer does provide KNOW YOUR LEADERS with any Suggestions, subject to clause 3.2 above, Customer hereby grants to KNOW YOUR LEADERS a royalty-free, worldwide, transferable, sublicensable, irrevocable, right and license to use, copy, modify and distribute, including by incorporating into any software or service owned by KNOW YOUR LEADERS, any Suggestions provided by Customer relating to any software or service owned or offered by KNOW YOUR LEADERS.

4. Customer Obligations.

4.1. **Customer Responsibilities.** Customer shall: (a) not use the Software in breach of the terms and conditions of Section 2 (Software License and Restrictions) and promptly notify KNOW YOUR LEADERS in writing of any increase in use of the Software that exceeds the number of User Licenses purchased, (b) be solely responsible for the accuracy, use, integrity, and legality of any information processed within the Software, (c) use the Software in accordance with applicable laws, rules, regulations and the Documentation, (d) notify KNOW YOUR LEADERS promptly of any unauthorized use of the Software of which it becomes aware. Subject to the limitations of liability set out under this Agreement, Customer shall indemnify KNOW

YOUR LEADERS from any damages or claims arising from third party claims owing to violations of this Section 4.1

4.2. **Compliance with Laws.** Customer shall comply with all local, state, national and foreign laws in connection with its use of the Software that are applicable to it, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that KNOW YOUR LEADERS exercises no control over the content of the information transmitted by Customer or its users through the Software.

4.3. **Strict adherence to usage guidelines.** Customer is expected to strictly adhere to the usage guidelines of the software and contents posted in the KNOW YOUR LEADERS portal. Customer hereby accepts that any non-compliance with the usage policy/guidelines may result in restriction/suspension of the user data and account. Customer also agrees that KNOW YOUR LEADERS reserves the right for termination of the suspended user accounts with due intimation to the Customer. The Customer is open for submitting an appeal on the decision made by the KNOW YOUR LEADERS team. However, the decision made by the KNOW YOUR LEADERS management is final and binding on the Customer.

5. Fees and Payment.

5.1. Customer can learn more about various subscription offerings by the KNOW YOUR LEADERS. Pricing may vary by location and will be based on the billing information provided by the Customer at the time of purchase.

5.2. You will not be charged for using any Service unless you have opted for a paid subscription plan.

5.3. Subscribers with monthly/annual paying subscriptions will be charged upon the expiration of the period they have paid for. KNOW YOUR LEADERS will notify you 30 days prior to the end of your subscription term for the renewal and continued use of our services. Payment for the subscription term shall be paid before the expiry of the subscription plan. You acknowledge that your failure to pay any fees or charges when due may result in suspension or termination of Your use of Our Services.

5.4. From time to time, we may change the price of any Service or charge for use of Services that are currently available free of charge. Any increase in charges will not apply until the expiry of your then current billing cycle.

5.5. In the event any tax is chargeable by KNOW YOUR LEADERS in accordance with any local, state, National or foreign laws with respect to your subscription to our Services ("Taxes"), KNOW YOUR LEADERS will invoice you for such Taxes. You agree to pay KNOW YOUR LEADERS such Taxes in addition to the subscription fees. KNOW YOUR LEADERS shall provide you with an invoice in the format prescribed by the applicable local, state, National or foreign laws to help you avail the applicable input tax credit for the Taxes so paid. The subscription fees are exclusive of applicable taxes unless otherwise specified.

5.6. KNOW YOUR LEADERS uses third-party payment processors ("Payment Processors") to process the payment account(s) linked to your account ("Billing Information"). The processing of payments may be subject to the terms, conditions and policies of the Payment Processors in

addition to this Agreement. KNOW YOUR LEADERS is not responsible for acts or omissions of the Payment Processors. You agree to pay KNOW YOUR LEADERS, through the Payment Processors, all applicable Fees and you agree and authorize KNOW YOUR LEADERS and applicable Payment Processors to charge all such sums (including all applicable taxes) to the payment method(s) specified in or linked to your account ("Payment Method").

6. Term and Termination.

6.1. The Term of this Agreement takes effect on and from the Effective Date and continues for the Initial Subscription Term, if specified, and any Renewal Term, unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

6.2. Applicable to Initial Terms and any Renewal Term: At least 30 days prior to the expiry of the current Subscription Term, either Party may notify the other that it does not wish for the Term to be renewed and in such event, this Agreement will expire at the end of the then current Subscription Term. If a Party has not given notice pursuant to this clause, this Agreement shall automatically terminate at the end of the current subscription term.

7. Termination Rights.

7.1. The Customer may terminate this Agreement at any time without having to attribute any reason whatsoever by providing KNOW YOUR LEADERS with written termination notice of not less than ninety(90) days.

7.2. If either party is in default of any provision of this Agreement which is not capable of remedy, or if such breach is capable of remedy but such default is not corrected within thirty days of receipt of written notice, the other party shall have the right to immediately terminate this Agreement by providing written notice to the party in breach.

7.3. Either party shall have the right to immediately terminate this Agreement in writing if the other party: (a) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors which is not dismissed within one hundred and twenty days or (b) admits in writing its inability to pay its debts as they become due; or (c) in case of change of ownership of KNOW YOUR LEADERS, provided that prior written notice of at least thirty (30) days is provided to the Customer.

7.4. Effect of Termination; Surviving Provisions.

7.4.1. Upon expiration or termination, the relevant License(s) purchased thereunder shall immediately terminate and Customer shall within 30 days delete the relevant Software and stop using any such licenses.

7.4.2. each party shall immediately cease to use any Confidential Information received in connection with this Agreement. Both parties shall return or destroy the other party's Confidential Information received thereunder in its possession or under its control

8. Confidentiality and Data Protection

8.1. Obligation. KNOW YOUR LEADERS and Customer agree that : (a) it will use the other party's Confidential Information only in connection with fulfilling its rights and obligations under this Agreement; and (b) it will hold the other party's Confidential Information in strict confidence

and exercise due care with respect to its handling and protection, consistent with its own policies concerning protection of its own Confidential Information of like importance but in no instance with less than reasonable care, such due care including without limitation requiring its officers, employees, professional advisors, agents, representatives and contractors (collectively, “**Representatives**”) to treat such information confidentially before allowing such parties to have access to the Confidential Information of the other party; Provided, Customer shall be responsible for its representatives who have access to the confidential information and (c) the receiving party of Confidential Information shall be responsible for any breach of the terms of this Agreement by its Representatives who receive such information.

8.2. Exceptions to Obligation: Notwithstanding Section 8.1 (Obligation), either party may disclose Confidential Information to its affiliates, and to the extent required by law or regulation, including any Court order or legal process, or by any governmental or other regulatory authority or self-regulatory authority, provided the receiving party (to the extent legally permissible) uses commercially reasonable efforts to give the party owning the Confidential Information sufficient notice of such required disclosure to allow the party owning the Confidential Information reasonable opportunity to object to and to take legal action to prevent such disclosure.

8.3. Each party warrants that it shall comply with all applicable data protection laws (including any changes thereto) in relation to the supply and use of the Software under this Agreement. Notwithstanding the foregoing, KNOW YOUR LEADERS agrees and undertakes that when dealing with any and all personal data received, including provision of access, from the Customer and its Affiliates, it shall: (a) only use personal data in accordance with the purposes of providing the Software under this Agreement and in accordance with the Customer or its Affiliates’ instructions, (b) take appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing, including the implementation of encryption of any personal data received from the Customer and its Affiliates, (c) give the Customer notice in writing as soon as reasonably practicable should it become aware of, or reasonably suspect, that any of the events referred to above in (b) has occurred and shall promptly take all steps necessary to remedy the event and prevent its recurrence, (d) not retain personal data for any longer than is necessary for the purposes the Customer and its Affiliates disclosed the personal data, (e) limit disclosure of personal data to its employees on a need to know basis and (f) shall be responsible for any breach of this Clause by such persons authorized by KNOW YOUR LEADERS to access or process such data.

9. Warranties, Exclusive Remedies and Disclaimers.

9.1. Warranties. KNOW YOUR LEADERS represents and warrants for the sole benefit of Customer that:

9.1.1. the Services will be performed by KNOW YOUR LEADERS with due care and skill, in a timely, professional and workmanlike manner, and in accordance with the terms of this Agreement, the agreed service level agreement and good industry practice;

9.1.2. during the Subscription Term, the Software shall perform materially in accordance with the representations made in the Platform. The foregoing warranties for the Software shall not

apply to any error or failure resulting from: (i) usage in an operating environment other than as set forth in the Documentation, (ii) Customer's failure to follow any reasonable instructions of KNOW YOUR LEADERS , (iii) usage outside the terms and conditions of this Agreement;

9.1.3. It is duly organized, validly existing and in good standing under the law of its relevant jurisdiction;

9.1.4. it has full capacity and authority and all necessary licenses, permits and consents to enter into and to perform this Agreement;

9.1.5. it has and will continue to have sufficient technical and organizational security measures in place which reflects the requirements of good industry practice for the purpose of protecting any personal data provided by the Customer and its Affiliates under this Agreement or systems or databases from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction; and

9.1.6. the provision of the services by KNOW YOUR LEADERS under this Agreement and the receipt of such services, including the access and use of the Software, will not infringe the Intellectual Property Rights of any third party.

9.2. Disclaimer of Warranties. Except as set forth in section 9.1 (warranties), the Software licensed hereunder is licensed “as is” and without warranty of any kind. KNOW YOUR LEADERS expressly disclaim all warranties, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

9.3. The Platform strictly adheres to a content policy that refrains from posting any content of a political nature, including materials related to party meetings, political campaigns, or partisan agendas. However, the Platform may consider posting content related to non-violent protests that align with public welfare initiatives and community-focused advocacies, subject to review and compliance with our content guidelines and applicable laws

10. Indemnity.

10.1. Indemnification by the Customer. Save to the extent of any gross negligence, willful default or fraud on the part of KNOW YOUR LEADERS, the Customer hereby expressly agrees to defend, indemnify and hold harmless KNOW YOUR LEADERS against any claims, liabilities, damages, losses, costs and expenses, including reasonable legal fees, caused by or arising out of any claims by any individual or entity against KNOW YOUR LEADERS that there has been misuse of the Software by the Customer or breach of confidentiality or violation of applicable laws by the Customer in its use of the Software.

10.2. KNOW YOUR LEADERS reserves the right to assume exclusive control of its defense against any claim brought against it subject to indemnification by the Customer, in which event the Customer will reasonably cooperate with KNOW YOUR LEADERS in connection therewith, and hereby expressly agrees to bear the cost thereof. The settlement of any indemnified claim on terms that include an admission of liability by the Customer or a restriction on the operation of the Client’s business shall require the Customer’s prior written consent.

10.3. Indemnification by KNOW YOUR LEADERS . KNOW YOUR LEADERS hereby expressly agrees to defend, indemnify and hold harmless the Customer and its Affiliates against any

claims, liabilities, damages, losses, costs and expenses, including reasonable legal fees, caused by or arising out of or in connection with:

10.3.1. any claim by a third party that the receipt of the services provided by KNOW YOUR LEADERS , including the access and use of the Software, infringes the Intellectual Property Rights of such third party;

10.3.2. any act or omission by KNOW YOUR LEADERS or any third party to whom KNOW YOUR LEADERS has delegated any of its obligations under this Agreement to that causes the Customer and its Affiliates to be in breach of any applicable personal data legislation in force in India; and

10.3.3. any breach of its obligations under this Agreement.

11. Limitation of Liability.

11.1. Exclusion from Limitation. Neither party's liability: (a) for death or personal injury caused by its negligence; (b) for fraud or fraudulent misrepresentation; (c) for breach of Section 8 (Confidentiality and Data Protection); (d) for loss of data or (e) for any other liability that cannot be excluded or limited under Indian law; is excluded or limited by this Agreement.

11.2. Limitation on All Damages. In any event, either party's maximum aggregate liability to the other party in each calendar year (whether in contract or under any other form or liability) for damages or loss, howsoever arising or caused, whether or not arising from negligence, shall not be in excess of the prorated amount of license fees payable by the Customer to KNOW YOUR LEADERS hereunder in preceding 12 months of the event which is giving right to such claim. The foregoing liability cap shall not apply to any indemnification obligations under this Agreement or for any liability for gross negligence, wilful misconduct or fraud.

11.3. In no event shall either party be liable for the cost of procurement of substitute goods or services, any lost profits, revenue, interruption of business, or for any incidental, special, consequential or indirect damages of any kind, even if advised of the possibility of such damage or if such damage could have been reasonably foreseen.

12. General.

12.1. Publicity. KNOW YOUR LEADERS may include the Customer's name and logo in its customer lists on its website and marketing collateral for publicity purposes.

12.2. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally resolved by arbitration in Thanjavur, Tamil Nadu in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which shall be deemed to be incorporated by this clause. The tribunal shall consist of sole arbitrator mutually appointed by both the parties. The language of arbitration shall be English.

12.3. SubContractors. KNOW YOUR LEADERS may engage third party subcontractors to assist in the provision of the services under this Subscription Agreement. Customer authorizes KNOW YOUR LEADERS to subcontract the provision of the services under this Subscription Agreement provided that (i) KNOW YOUR LEADERS shall maintain a list of such subcontractors

and will provide a copy of that list to Customer upon request; and (ii) all SubContractors will be contractually required by KNOW YOUR LEADERS to abide by substantially the same obligations as KNOW YOUR LEADERS under this Subscription Agreement to provide services under this Agreement, such that the terms of Provision of services for the sub contractor will be no less onerous than the terms set out in this Subscription Agreement. The List of Sub contractors appointed by KNOW YOUR LEADERS shall be mentioned in the Order Form.

12.4. Assignment. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment not in conformity with this Section shall be null and void.

12.5. Notices. Any notices required under this Agreement shall be given in writing and shall be deemed to have been delivered and given: (a) if given or when delivered personally, (b) three Business Days after having been sent by registered or certified post, return receipt requested, or (c) one Business Day after deposit with a commercial overnight courier, with written verification of receipt or (d) if sent by electronic mail, at the time of transmission, provided that no delivery failure is received by the sender. All communications shall be sent to the addresses set forth in the preamble of this Agreement or to such other address as may be designated by a party by giving written notice to the other party. "Business Day" means any day except Saturday, Sunday and any day which is a gazetted public holiday in Tamil Nadu.

12.6. Force Majeure. Except for any payments due hereunder, neither party shall be responsible for delay or failure in performance caused by any government act, law, regulation, order or decree, by communication line or power failures beyond its reasonable control, or by fire, flood or other natural disasters or by other causes beyond its reasonable control, nor shall any such delay or failure be considered to be a breach of this Agreement. Notwithstanding the foregoing, if the delay or failure in performance due to a force majeure event continues for more than thirty (30) days, either party may terminate this Agreement with immediate effect by giving written notice to the other party.

15.5 Others.

(a) No modification, termination, extension or waiver of any provision of this Agreement shall be binding upon a party unless made in writing and signed by both parties.

(b) No modification of this Agreement or of any term or condition hereof shall result due to either party's acknowledgment or acceptance of the party's forms (e.g., purchase orders, acknowledgment forms, etc.) containing different or additional terms and conditions unless expressly and specifically accepted by both parties by means of a writing which references this Section.

(c) In the event that licenses, or services are purchased hereunder from an Authorized Partner, KNOW YOUR LEADERS's sole obligations and liabilities shall be as set forth in this Agreement and, in no event, shall the terms of such Authorized Partner's separate contract with the Customer be binding on KNOW YOUR LEADERS .

(d) A waiver on one occasion shall not be construed as a waiver of any right on any future occasion. No delay or omission by a party in exercising any of its rights hereunder shall operate as a waiver of such rights.

(e) In performing their respective duties under this Agreement, KNOW YOUR LEADERS and

Customer will be operating as independent contractors and neither party is the legal representative, agent, joint venture, or employee of the other party for any purpose whatsoever.

(f) The headings of the Sections of this Agreement are for convenience only and shall not be of any effect in construing the meaning of the Sections.

(g) In the event that it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision shall (to the extent legally permissible) be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms. To the extent any provision cannot be enforced in accordance with the stated intentions of the parties, such terms and conditions shall be deemed not to be a part of this Agreement.

(h) This Agreement, including Order Forms, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties with respect to such subject matter.