

MOENGAGE MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (**the “Agreement”**) is entered into between the Customer and MoEngage India Private Limited. (“**MoEngage**”).

By accepting this Agreement or by using or accessing the Platform, the Customer agrees to be bound by the following terms and conditions:

1. Definitions.

- 1.1. **“Affiliate”** means with respect to a party, any entity, whether incorporated or not, that directly or indirectly controls, is controlled by, or is under common control with such party or its corporate parent, where “control” shall mean the direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. **“Access Credentials”** means the usernames, passwords and other credentials enabling access to the Platform.
- 1.3. **“Confidential Information”** means any technical and non-technical information including but not limited to patents, copyrights, trade secrets, proprietary information, inventions, know-how, developments, processes, algorithms, software programs, source codes, customer lists, pricing, marketing plans, business plans, financial information in any way related to the current, future and proposed business and products and services of both Parties.
- 1.4. **“Customer Data”** means End-User information submitted on the Platform by or on behalf of the Customer, including but not limited to name, address, mobile application/website activity, mobile device identifier/other identifiers.
- 1.5. **“Documentation”** means any documentation provided by MoEngage in relation to the use of the Platform at <https://help.moengage.com/hc/en-us> and <https://developers.moengage.com/hc/en-us>.
- 1.6. **“End-User”** means any end user of the Customer’s mobile applications or websites or offline channels such as physical stores to whom the Customer sends any communication through the Platform.
- 1.7. **“Intellectual Property Rights”** means all rights in, to, or arising out of: (i) any patents or patent applications, ideas, inventions (whether patentable or not in any country), trade secrets, know-how (ii) copyrights, copyright registrations and trademarks.
- 1.8. **“Order Form”** shall mean the ordering document noting the service MoEngage shall provide to the Customer and the corresponding pricing.
- 1.9. **“Platform”** means MoEngage’s online software-as-a-service solution provided to the Customer.
- 1.10. **“User”** shall mean an individual who is authorized by Customer to use MoEngage’s Platform. Users may include, for example, employees of Customer or its Affiliates, consultants, contractors and agents of Customer, and third parties with whom Customer transacts business.
- 1.11. **“Third-Party Software”** shall mean any third-party software interoperating with MoEngage’s Platform upon Customer’s instructions for performance of this Agreement.

2. Access to the Services

- 2.1. Grant of access to Customer.** The Customer can access MoEngage's Platform upon executing the Order Form. MoEngage grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to access and use the Platform solely for its internal business operations, as per the terms of this Agreement.

3. Responsibilities of MoEngage

- 3.1.** MoEngage will provide the necessary Access Credentials to enable the Users of the Customer to access and use the Platform.
- 3.2.** MoEngage shall ensure availability of the Platform and provide technical support in accordance with the Service Level Agreement provided at <https://www.moengage.com/service-availability/> except for (i) planned downtime as mentioned in our website <https://status.moengage.com/> ; (ii) a Force Majeure Event; (iii) a fault or failure of the internet service provider, Third Party Software, hosting providers, any public telecommunications network; (iv) a fault or failure of the Customer or its End Users computer systems or networks; (v) any breach of the terms of the Agreement by the Customer.

4. Responsibilities of Customer.

- 4.1.** Customer is responsible for all actions taken by the Customer or its Users on the Platform. Customer shall:

- 4.1.1.** be responsible to integrate the software development kit ("SDK Library") into its mobile or web-based applications, which will enable the Customer to access the Platform to analyse the Customer Data.
- 4.1.2.** be responsible for designing and creating its own marketing content to be shared with its End-Users. The Customer shall ensure that any marketing content sent via the Platform is not unlawful, offensive or tortious material. MoEngage has no obligation to review such aforementioned communication to verify the content or whether the End-Users are valid. However, if MoEngage discovers that any unlawful content is being shared via the Platform, then MoEngage upon its discretion may stop the distribution of such marketing content.
- 4.1.3.** have the sole responsibility for the legality and accuracy of the Customer Data collected from its End Users.
- 4.1.4.** ensure that all the Access Credentials for using MoEngage's Platform are kept strictly confidential and not shared with any unauthorized person(s). Customer shall: (a) notify MoEngage immediately of any unauthorized use of the Access Credentials or any other known or suspected breach of security, (b) report to MoEngage immediately and use reasonable efforts to stop any unauthorized use of the Platform that is known or suspected by the Customer.
- 4.1.5.** provide notice and obtain consent from the End-User for the use of tracking technologies while using MoEngage's Platform.
- 4.1.6.** comply with all applicable laws and governmental regulations in connection with its use of the Platform, including laws related to data privacy and the transmission of technical or personal data.
- 4.1.7.** not upload, post, reproduce or distribute any information, software or other material protected by copyright, data privacy rights, or any other Intellectual Property Rights via the Platform without obtaining the

permission of the owner of such rights. The Customer shall ensure that neither the Customer nor its End Users knowingly or unknowingly store, transmit or upload any malicious code to the Platform.

4.1.8. shall not modify, reproduce, reverse engineer, sublicense, distribute, assign, transfer, rent, lease or create any derivative work of any part of the Platform; not permit any third parties to use the Platform other than the authorized Users; not send unsolicited messages; not attempt to gain unauthorized access to the Platform or try to interfere with the functioning of the Platform; or alter, remove or suppress in any manner any of MoEngage's Intellectual Property Rights in the Platform.

5. Right to Monitor.

5.1. MoEngage will review and monitor the use of the Platform by the Customer to ensure compliance with all of the terms of this Agreement.

5.2. MoEngage shall collect non-personally identifiable data during the use of the Platform by the Customer to review the performance of the Platform or to publish benchmark studies. The data collected from the Customer will be in an aggregated and anonymized form without identifying the Customer, End User or the Customer Data.

6. Reservation of Rights.

6.1. MoEngage at its sole discretion may modify, enhance or upgrade the Platform. MoEngage is not obligated to provide the Customer with any new product or added features or modules which are not part of the Customer's original Subscription Plan and may only provide them at an additional cost.

7. Payment, Taxes and Suspension of access.

7.1. Subscription Fees.

7.1.1. Customer shall pay MoEngage the Platform subscription fees as agreed in the Order Form (the "Subscription Fee").

7.1.2. The Customer agrees that the Subscription Fees are based on the services purchased/subscribed to from MoEngage and not on actual usage.

7.1.3. The subscription entitlement(s) purchased cannot be decreased during the relevant Subscription Term.

7.1.4. The Subscription Fee is non-cancellable by the Customer and non-refundable except as expressly provided in this Agreement or in the Order Form.

7.2. **Taxes.** The Subscription Fee does not include any taxes and MoEngage shall bill the Customer all applicable taxes separately in the invoice. Customer shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added or other taxes, GST, withholding tax, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on MoEngage's net income. Customer agrees to indemnify, defend, and hold MoEngage, its officers, directors, consultants, employees, successors and assigns harmless from all claims and liability arising from Customer's failure to report or pay any such taxes, duties or assessments.

7.3. Payment Terms.

7.3.1. All undisputed amounts payable to MoEngage under this Agreement will be due within thirty (30) days from the date of the invoice.

7.3.2. Unless agreed otherwise, all Subscription Fees are quoted and payable in Indian Rupee (INR).

7.4. Overdue payments. All overdue payments will be subject to interest at the rate of 1% per month, or the maximum allowable under applicable law, whichever is less.

7.5. Suspension. MoEngage reserves the right to suspend the access to the Platform, with prior notice, if any amount due to be paid by the Customer is overdue by sixty (60) days or more. If the amount is overdue by ninety (90) days or more, with prior notice, MoEngage may terminate this Agreement and any Order Forms and shall invoice the Customer for any remaining unpaid fees owed including overages for the remainder of the Term. The Customer agrees that MoEngage shall not be liable to the Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the access to the Platform or termination of the Agreement resulting from Customer's nonpayment.

8. Ownership.

8.1. Customer The Customer shall retain all right, title and interest in and to the Customer Data, and all Intellectual Property Rights therein.

8.2. MoEngage. MoEngage shall retain all right, title and interest and all the Intellectual Property Rights vested in the Platform including any modifications, enhancements, derivatives, customizations or updates made to the Platform by MoEngage or Customer or any third party.

9. Limited Platform Warranty.

9.1. Scope of Limited Warranty. MoEngage warrants to Customer that during the Term, the Platform will perform substantially in accordance with the terms mentioned in the Documentation. The foregoing warranty shall not apply to performance issues of the Platform (i) caused by factors outside of MoEngage's reasonable control; (ii) that result from any improper actions of the Customer or any third parties; or (iii) that result from Customer's data structure, operating environment or equipment.

9.2. Disclaimer of Any Other Warranties. EXCEPT AS EXPRESSLY SETFORTH IN THIS AGREEMENT, MOENGAGE HEREBY DISCLAIMS ALL WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE PLATFORM, OR ANY OTHER ACCOMPANYING MATERIAL PROVIDED HEREUNDER INCLUDING WITHOUT LIMITATION TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND OF UNINTERRUPTED OR ERROR-FREE SERVICE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND IN ANY SO, THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

10. Term; Termination.

10.1. Term. Unless earlier terminated as provided in this Section 10, the term of the Agreement will be as per the term (“Term”) mentioned in the Order Form.

10.2. Termination.

10.2.1. By Either Party. This Agreement or any Order Form may be terminated by either Party during the Term:

10.2.1.1. upon material breach by the other Party that has not been cured within 30 days of receipt of such notice of breach; or

10.2.1.2. if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors.

10.3. Effect of Termination.

10.3.1. Upon termination of this Agreement, each Party shall promptly return, or at the other Party’s request, delete or destroy (and provide confirmation of such destruction), all Confidential Information of the other Party (including without limitation the Customer Data and the Documentation).

10.3.2. Sections 1, 7, 9, 10.3, 11, 13, shall survive termination of this Agreement for any reason. All other rights and obligations of the Parties under this Agreement shall expire upon termination of this Agreement, except all payment obligations accrued hereunder prior to termination or expiration shall survive such termination.

11. Confidentiality

11.1. Nondisclosure. Each Party (each a “Receiving Party”) agrees that it (i) shall use and reproduce the Confidential Information of the other Party (the “Disclosing Party”) only for purposes of exercising its rights and performing its obligations under this Agreement and only to the extent necessary for such purposes, (ii) shall restrict disclosure of such Confidential Information to the Receiving Party’s employees, consultants, or advisors who have a bona fide need to know for such purposes, and (iii) shall not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. All third parties to whom the Receiving Party discloses Confidential Information must be bound in writing by obligations of confidentiality and non-use at least as protective of such information as this Agreement. Notwithstanding the foregoing, it shall not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure.

11.2. Exceptions. Notwithstanding anything to the contrary herein, neither Party shall be liable for using or disclosing information that such Party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party, without

restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes rightfully known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights; or (vi) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement.

12. Limitation on Liability.

12.1. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR REPUTATION, LOSS OF PROFITS, LOSS OF DATA OR USE OF ANY SERVICE INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER.

13. Indemnification.

13.1. Indemnification by MoEngage. MoEngage shall defend and indemnify the Customer and its Affiliates against any third-party claims (a) that the use of the Platform by the Customer as per this Agreement infringes any of its valid patents or copyrights; (b) on breach of confidentiality obligation by MoEngage as per Section 11. However, MoEngage shall have the sole control over the defense and/or settlement of such claim and shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded. For infringement claims, MoEngage may, at its sole option and expense, (i) procure for the Customer the right to continue use of the Platform and/or (ii) modify the Platform or its source code so that they no longer infringe or (iii) obtain a license for Customer's continued use of the Platform. If the above options are not possible, MoEngage shall terminate the Agreement and refund the Customer any prepaid fees for the remainder of the Term of the Agreement. This indemnity does not apply to, any infringement or misappropriation claim that arises from (i) modifications to the Platform by anyone other than MoEngage, (ii) modifications to the Platform based upon specifications furnished by the Customer, (iii) Customer's use of the Platform other than as specified in this Agreement or in the applicable Documentation, (iv) use of the Platform in conjunction with third-party software, hardware or data other than that approved by MoEngage, or (v) any combination of the foregoing.

13.2. Indemnification by Customer. The Customer shall defend, indemnify and hold MoEngage and its Affiliates harmless from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses resulting from or arising out of (a) violation of any applicable law arising from Customer's use of the Platform; (b) Customer Data infringing the Intellectual

Property Rights of a third party; (c) a breach by the Customer of its confidentiality obligations under Section 11 hereof.

13.3. The indemnified Party shall promptly notify the indemnifying Party in writing of any Claim; provided that the failure to provide such notice shall not relieve the indemnifying Party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure. The indemnifying Party shall bear full responsibility for, and shall have the right to solely control, the defense (including any settlements) of any Claim; provided, however, that (i) the indemnifying Party shall keep the indemnified Party informed of, and consult with the indemnified Party in connection with the progress of such litigation or settlement and (ii) the indemnifying Party shall not settle any such Claim in a manner that does not unconditionally release the indemnified Party without the indemnified Party's written consent, not to be unreasonably withheld or delayed.

13.4. THIS SECTION 13 SETS FORTH EACH PARTY'S ENTIRE LIABILITY AND OBLIGATION, AND EACH PARTY'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS.

14. Miscellaneous.

14.1. Data Privacy. Both Parties agree to comply with all the applicable data privacy laws. By entering into this Agreement, the Customer agrees to be bound by the terms and conditions mentioned in the data privacy agreement ("DPA") present at <https://www.moengage.com/dpa-india/>.

14.2. Right to Publicity. The Customer grants to MoEngage a worldwide, royalty-free right to use the Customers name and logo on MoEngage's website and customer lists and in other promotional materials published in any online and offline medium. With Customers prior written consent, which shall not be unreasonably withheld, MoEngage may issue a joint press- release announcing the relationship and the manner in which the Customer will use the MoEngage Platform and/or prepare case studies or client testimonials which provide specific details about the services being provided to the Customer.

14.3. Anti-Corruption. Each Party agrees to have and maintain its own policies and procedures to ensure compliance with applicable anti-bribery and anti-corruption laws. No payments or transfer of value, bribe, kickback, facilitation payments, unlawful or improper means of obtaining of business will be done. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

14.4. Beta Services. MoEngage may invite Customer from time to time to try Beta Services ("Beta Services shall mean the services (i) provided by MoEngage that are not generally available to customers, and (ii) that are clearly designated as beta, pilot, developer preview, evaluation or by a description of similar import"). Customer may accept or decline any such trial in its sole discretion. Beta Services are only for evaluation purposes and do not form part of the services provided this Agreement. The Customer while trying the Beta services will be bound by all the obligations otherwise applicable to it under this Agreement. If the Customer shares any Customer Data while trying the Beta services, MoEngage shall process such data as per the terms of this Agreement. However, the Beta services are not subject to technical support or service level agreements by MoEngage. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of three months from the trial start date or the date that a version of the Beta Services becomes generally available. MoEngage may discontinue Beta services at

any time at its sole discretion and may never make them generally available. To the extent permitted by law, MoEngage shall have no liability for any harm or damage arising out of or in connection with a Beta Service.

- 14.5. Assignment.** Neither Party may assign, sublicense, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all its assets or stock, provided that the assignee shall assume all rights and obligations under this Agreement. Any permitted assignment of this Agreement shall be binding upon and enforceable by and against the Parties' successors and assigns, provided that any unauthorized assignment shall be null and void and constitute a breach of this Agreement.
- 14.6. Entire Agreement.** This Agreement, any exhibits and amendments thereto, and any Order Forms constitute the entire agreement between the Parties and supersede all previous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended without the prior written consent of both Parties. The order of precedence shall be the Order Form, Addendum, MSA, DPA.
- 14.7. Force Majeure.** Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (other than those limited to the affected Party) (each, a "Force Majeure Event"), such Party's performance shall be excused and the time for performance shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.
- 14.8. Dispute Resolution and Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of India without giving effect to its conflicts of law rules. In the event of any dispute arising out of or in connection with this Agreement, the Parties shall attempt in good faith to resolve such dispute through negotiations. If the Parties are unable to resolve the dispute via negotiations, then the Parties consent to the exclusive jurisdiction and venue of the courts of Bengaluru, Karnataka, India.
- 14.9. Notices.** All notices and other communications hereunder shall be in writing and sent via mail or email to the addresses mentioned in this Agreement or the Order Form.
- 14.10. Relationship of Parties.** The Parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other Party. Neither Party shall hold itself out as an agent of the other Party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.
- 14.11. Severability.** If any provision of this Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.
- 14.12. Waiver.** No delay or failure by either Party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the Party waiving its rights. A waiver by any Party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.
- 14.13. Headings.** The headings of the articles and paragraphs contained in this Agreement are inserted for convenience and are not intended to be part of or to affect the interpretation of this Agreement.

In Witness hereof, the parties hereto have executed this Agreement by persons duly authorised as of the date and year first written above.

MoEngage India Private Limited.	
Signature:	Signature:
Name: I V Narasimha Reddy	Name:
Title: CFO	Title:
Email: narasimha@moengage.com	Email:
Date:	Date:

