

PLATFORM PARTNER LICENSE AGREEMENT

This Platform Partners License Agreement ("**Partner Agreement**") is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures, and the date/time/space of this Partner Agreement shall be as per the [time-stamp recorded at the time of login of the Partner portal of KFPL], and the act of login and providing consent to this Partner Agreement shall be accepted as a valid acceptance to this Partners Agreement

- A. KNORISH FRAMEWORKS PRIVATE LIMITED**, a company duly incorporated under the (Indian) Companies Act, 2013 and having its registered office 402, Enkay Town Plaza, Palam Vihar, Gurgaon, Hr, India (hereinafter referred to as "**KFPL or Licensor**", which expression shall where the context admits, include its successors and assigns); and
- B.** The affiliates / resellers of the software owned by KFPL are herein referred to as the "**Partner(s)**" which expression shall, unless it be repugnant to the context or meaning thereof, means and includes [his/her heirs, executors, administrators, legal representatives/ the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner and his or her assigns/ its successors and assigns]].

('KFPL' and 'partner(s)' shall hereinafter be referred to collectively as "**Parties**" and individually as "**Party**")

WHEREAS:

- A.** KFPL is *inter alia* engaged in creating, developing and maintaining an online educational platform facilitated/ offered by KFPL accessible on the Internet at www.knorish.com providing access to recorded and live learning services for users (the "**Platform**"); and
- B.** Partner has approached and requested KFPL to grant a license to resell the access to the Platform and KFPL has agreed to grant to the Partner a non-exclusive, non-transferable and revocable license to resell the access to the Platform, subject to the terms and conditions set forth herein.

1. INTERPRETATION AND DEFINITIONS

1.1. Interpretation

- 1.1.1.** Any reference in this Agreement to any statute or statutory provision, order or regulation shall be construed as including a reference to that statute or statutory provision, order or regulation as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments, orders, regulations and directives modifying or extending the same.

1.1.2. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders.

1.1.3. Unless otherwise stated references to clauses, sub-clauses, paragraphs, sub-paragraphs, schedules, annexure and exhibits shall mean and include references to clauses, sub-clauses, paragraphs, sub-paragraphs, schedules, annexure and exhibits related to this Agreement.

1.1.4. The Parties agree that the recitals shall form an integral part of this Agreement.

1.1.5. Unless otherwise stated time shall be of essence for the purpose of this Agreement.

1.2. Definitions

1.2.1. **"Agreement"** shall mean and include this Agreement and any and all schedules, annexures, and exhibits appended to it or incorporated by reference and shall include any amendments or addendums to this Agreement in writing;

1.2.2. **"Applicable Laws"** shall mean acts, statutes, rules, regulations, ordinances, or decisions of any executive, judicial, administrative or quasi-judicial authority, having the force or effect of law in India;

1.2.3. **"Confidential Information"** means all information about this Agreement and KFPL including but not limited to information as to its business, services, prices, plans, practices, techniques, finances and clients acquired pursuant to the relationship created hereby or otherwise and all assessments, advice, concepts, ideas, designs, reports, recommendations, presentations and any other material provided or developed hereunder;

1.2.4. **"Device"** shall mean and include the digital devices including laptops, desktops, mobiles, handheld devices, tablets, phablets etc. and all Internet enabled devices and such other devices as may be invented from time to time, which may or may not have telephony capability, either in-built or in conjunction with any device or software which allows it to have a telephony usage, accessed by wires or wireless diffusion which includes but is not restricted to inter-alia, GSM, CDMA, 2G, 3G, 4G, BWA, LTE, WiFi, WiMax or any other protocol or format now known or that may be developed in the future, through which the Platform may be accessible by the Partner in accordance with this Agreement;

1.2.5. **"Intellectual Property"** shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licences and permissions in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing;

1.2.6. **“Person”** means and includes an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock KFPL or other entity or organization, including a government or political sub-division or agency or instrumentality thereof and/ or any other legal entity;

1.2.7. **“Term”** shall have the meaning ascribed to it in Schedule – A hereto;

1.2.8. **“Territory”** shall mean the entire world.

1.2.9. **“Usage Rules”** means the Platform usage rules as set out in **Schedule - B**.

2. APPOINTMENT

2.1 Appointment

KFPL appoints Partner and Partner accepts appointment as an independent non-exclusive Partner to market and sell / resell the Knorish Platform’s access (**“Product”**) within the Territory stated in Schedule A. Partner is not appointed as a dealer for KFPL.

2.2 Products Covered

KFPL Products means the Knorish’s platform or platform add-on services and products agreed to between the parties from time to time with any exclusions, additions or discounts KFPL may make.

2.3 Sub-Partners

Partner shall not, without KFPL's prior written approval, appoint sub-partners, resellers or agents (**“Sub-Partners”**) to market, sell, or lease KFPL Products; provided that KFPL shall not withhold such consent unreasonably if Partner provides evidence of KFPL approved training and certification of such Partner or agent. Partner shall be liable for the acts and omissions of any such Sub-Partners. Should Partner resell Products to any Sub-Partner, and Products are further resold, the final end-user may not receive Gateway warranty or technical support.

2.4 Sales Outside Territory

Partner can market, distribute, export, sell, lease or install KFPL Products in any Territory without KFPL's prior written approval.

2.5 KFPL Sales Activities

KFPL reserves the right to make direct sales into the Territory, and Partner shall not be entitled to any compensation on any such sales. KFPL may appoint additional in any Territory at any time.

3. LICENSE

3.1. Subject to the terms and conditions of this Agreement, KFPL grants to the Partner a limited, non-exclusive, non-transferable, revocable license for the Term and the Territory, to promote / resell the Platform in accordance with the license model detailed in **Schedule – A** of this Agreement.

3.2. Partner shall not, and shall not permit any third party to:

3.2.1. use and access the Platform except to the limited extent permitted in **Schedule - A**;
or

3.2.2. decompile, reverse engineer, disassemble, rent, lease, loan, market, publish, distribute, reproduce, assign, sell, transfer, sub-license or create any derivative works from the Platform or any part thereof; or

3.2.3. use any network monitoring or discovery software or hacking tools to determine the Platform architecture or extract information about the Platform and/ or any users of the Platform; or

3.2.4. use any robot, spider, other automatic device, or manual process to monitor or copy the Platform; or

3.2.5. directly and/ or indirectly list any course content on any third party websites (including without limitation Snapdeal, Flipkart, Amazon and/ or any other websites), without KFPL's prior written consent; or

3.2.6. Alter, add, amend, copy, modify, reproduce, republish, distribute, display or transmit for commercial, non-profit or public purposes all or any portion of the Platform, except to the limited extent permitted in **Schedule – A**.

3.3. Save and except the license as detailed in **Schedule - A**, for the Term and for the Territory; all rights of and into the said Platform shall remain vested exclusively with KFPL to the fullest extent.

3.4. Partner hereby grants KFPL a royalty-free, non-exclusive, non-transferable, non-sub-licensable, limited license to use Partner's marks solely for the purpose of enabling the creation of marketing communications through or on the Platform. Such license shall be limited to the Term of this Agreement. During the Term of the Agreement, KFPL may include Partner in any of KFPL's customer lists and testimonials, solely for the purpose of identifying the Partner as an associate of KFPL. Partner and KFPL acknowledge that the provisions of this clause do not convey any right, title or ownership interest in Partner's marks to KFPL.

3.5. The prices, terms and conditions and/ or any other matters provided on the Platform, and any modifications/ revisions carried out by KFPL, including any notices served by KFPL to the Partner, shall be deemed to be included in the terms of this Agreement.

- 3.6. KFPL reserves the right to modify the terms of this Agreement including the license fees/ models and to introduce any new license models, at its sole discretion. The Partner agrees and confirms that any/ all such modifications shall become effective forthwith on the issue of a notice, either specifically to the Partner or generally, to that effect by KFPL by electronic mail or by posting on the Platform.
- 3.7. The Partner further confirms that the Partner's continued involvement in the marketing of the Platform after publication of the notice conveying modification of any terms of this Agreement and/ or the Platform, shall conclusively be the deemed acceptance by the Partner of all such modifications.

4. LICENSE FEE

- 4.1. In consideration of the license granted to the Partner to sell the platform license under this Agreement, the Partner or the partner's clients will pay KFPL a Platform license fee as determined in accordance with **Schedule - A**.
- 4.2. All payments to be made hereunder shall be deemed exclusive of any and all forms of GST or similar duties/ levies which are chargeable thereon.
- 4.3. All payments for the licenses signed by the client's of the Partner will have to be done in accordance with the Terms and Conditions of such Licenses as mentioned on the Knorish website

5. WARRANTIES

- 5.1. Both Parties warrant and represent to each other that they:

5.1.1. are free to enter into this Agreement and fully perform their respective obligations hereunder;

5.1.2. are under no obligation to any third party which will restrain or in any way affect the performance of their respective obligations hereunder;

5.1.3. are fully conscious and aware of all the terms and conditions of this Agreement and agree and confirm irrevocably that the same has been entered into without any pressure or coercion whatsoever and is a mutually agreed Agreement in its entirety;

5.1.4. shall not enter into any arrangement which will prevent/restrict either of them from performing the terms and conditions of this Agreement; and

5.1.5. shall ensure full compliance with all the Applicable Laws.

- 5.2. Partner further represents and confirms that the Partner and/or any of its office(s), agent(s), or any other person(s) acting for or on behalf of the Partner are free and have full right and authority to enter into and perform this Agreement on behalf of the Partner. The Partner further agrees and confirms that all the details provided by the Partner are true and correct and the Partner shall keep KFPL duly informed in writing, of any revisions in any details of the Partner.

- 5.3.** Partner further represents that they will not exploit any rights and/ or the Platform in excess/ contravention of the license granted to the Partner in accordance with this Agreement.
- 5.4** Partner agrees that under no circumstance, they'll partner / collaborate with any other company, entity to directly or indirectly endorse or sell a solution similar to Knorish's Products. Any breach to this condition will be considered in violation to this Agreement and would disqualify the Partner for any or all commissions earned through Licensor.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1.** It is expressly agreed and clarified that, except as specifically agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks, logos, trade names, identifying slogans or similar intellectual property and that nothing contained in this Agreement, nor the use of the trademarks, logos, trade names, identifying slogans or similar intellectual property on the publicity, advertising, promotional or other material in relation to the Platform shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's trademarks, logos, trade names, identifying slogans or similar intellectual property.
- 6.2.** Partner unconditionally agrees and acknowledges that KFPL owns any/ all copyrights, design, trademarks and patents arising from the Platform or the works comprised in the Platform. Such intellectual property rights shall solely belong to KFPL and the Partner shall not be entitled to use and/or claim any right, title and/or interest in respect thereof.

7. OBLIGATIONS OF PARTNER

7.1. Marketing and Product Support

Partner shall use reasonable efforts to market and sell KFPL Products in the Territory and shall comply with the policies, programs, and requirements regarding marketing and product support as may be communicated by KFPL to Partner from time to time; provided, however, that in order to avoid conflict among KFPL's distribution channels, all such marketing and sales efforts require the prior written authorization from KFPL. Partner shall not, without prior written authorization from KFPL, promote / resell KFPL Products in a retail environment that includes any type of store, shop, or other similar physical premises into which customers or potential customers are invited for the purpose of purchasing or potentially purchasing any product from Partner.

7.2. Advertising

Partner shall adhere to the partner advertising policies and programs as may be communicated by KFPL to the Partner from time to time.

7.3. Partner Shall (for customer service and support):

- 7.3.1. Supply KFPL with such data as KFPL requests regarding Partner's sales to customers for KFPL's own reporting purposes. For this purpose, KFPL might provide access to a joint CRM application/ dashboard access, where Partner can maintain the list of potential and ongoing sales transactions.
- 7.3.2. Participate fully in KFPL campaigns to notify customers of any retrofit or recall of KFPL Products;
- 7.3.3. Instruct its customers on how to obtain technical or customer support, including, when Partner wants its customers to contact KFPL directly, the use of customer service procedures.

7.4. Observance of KFPL Policies

KFPL will keep Partner informed of KFPL's customer support policies and procedures, and Partner agrees' to follow such policies and procedures to resolve any customer support issues.

8. OBLIGATIONS OF KFPL

8.1 Supply of KFPL Products

KFPL shall endeavor to develop, maintain and offer the Product(s) to the Partner in a timely manner. Should shortages or delays occur, KFPL may allocate its production as it deems appropriate, may delay or stop supply, and may alter a few features with prior notice. KFPL shall not be liable to Partner for any failure to supply quantities of licenses of the Product(s) agreed upon with Partner.

8.2 Marketing Assistance

KFPL will provide marketing support services and training programs to the Partner on a case-by-case basis.

9. ORDERING AND DELIVERY OF KFPL PRODUCTS

9.1 Purchasing

This Agreement with its terms and conditions, and those provided under end-user license agreement of the Licensor (as updated from time to time), applies to all purchase orders and other documents of purchase ("**Orders**"), which Partner may place with KFPL for Products during the term of this Agreement.

9.2 Media for Orders

Partner may order from KFPL by electronic mail or other offered online methods as prescribed by the KFPL team. KFPL will also provide Partner with the capacity to enter Orders directly into KFPL's system. Acceptance by KFPL of the Order shall occur (a) when the Order is entered into KFPL's system, (b) when an Order number is provided to the Partner or electronic mail, if requested by the Partner.

9.3 Orders

- a) Partner may deliver a P.O. to KFPL by an electronic mail or directly through the Knorish Platform using a unique Partner code provided to the Partner through the dashboard
- b) Each such email or order placed online shall be deemed an offer by the Partner to purchase the KFPL Products listed therein and when accepted by KFPL shall constitute a contract in accordance with the terms and conditions of this Agreement. If a conflict arises between the two, this Agreement shall take precedence.

9.4 Changes to Orders

- a) No terms of any purchase orders (whether printed, stamped, typed, written, or sent by any electronic means), except those specifying the quantity and type of Product(s) ordered, shipment and invoice information and shipping instructions (allowed by KFPL), shall be binding either on KFPL or Partner if they contravene any term or condition of this Agreement, unless specifically accepted or approved in writing and signed by an appropriate senior manager or executive of Partner and KFPL. A general or form acknowledgment of any such order or any communication with respect to such an order, or the making of deliveries with respect thereto, shall in no case be

construed as an acceptance or approval of the type required by this paragraph.

- b) Changes to orders will not be accepted after the order entering KFPL's systems.

9.5 Products

- a) As an accommodation to Partner and without Partner's prior approval, KFPL may make Product feature substitutions when the Product features or specifications ordered are unavailable, provided that the substituted Products are of equal or greater functionality than those contained on the original Order.
- b) KFPL reserves the right to make changes and modifications in specifications, construction, or design of the Products, or any of them, at any time, and any Products so modified shall be accepted by Partner as standard construction in fulfilment of existing orders. KFPL shall not be required to retrofit any Product previously delivered to Partner with any modifications.
- c) KFPL reserves the right to discontinue any Products at any time without notice to the Partner.

10. PRICES AND PAYMENTS

10.1 Partner's Purchase Price

Prices and commissions for KFPL Products purchased hereunder shall be agreed to from time to time. Such prices do not include any taxes, fees, duties, shipping or other levies. Any such items (except taxes on KFPL's income) will be added to the purchase price. Partner shall pay all taxes and government imposts arising from Partner's activities as a KFPL Partner.

10.2 Price Changes

KFPL may at any time change KFPL Product pricing or the Partner's purchase price without notice or liability, but any order accepted by KFPL before a price change takes effect shall be invoiced at the previous price.

10.3 Invoices, Payment Terms and Refunds

10.3.1 The Initial purchase will be invoiced automatically by the system as of the order activation date and shall be paid for in advance.

10.3.2 In case the Partner's clients make the payment directly on the Knorish Platform, Knorish will reimburse the Partner commission mentioned in Schedule A, within 45 days of receiving the commission invoice from the Partner. In this case, the client should have used the discount code / Partner link provided by the Partner on the Knorish platform at the time of placing the order.

10.3.3 In case there are any refunds claimed by the Partner's clients, the commission already paid or payable to the partner would be adjusted after subtracting the commission on the refunded amount.

11. TERM

This Agreement's term ("Term") shall begin on the Effective Date and continue for 24 months, provided that either party hereto may terminate this Agreement at any time with 45 days' advance written notice, and further provided that this Agreement shall terminate automatically if Partner or Partner's clients make no purchases from KFPL hereunder for a period of 6 calendar months, such termination to be effective as of the next calendar day after such period elapses.

12. TERMINATION

12.1 Termination Without Cause

Either party can terminate this Agreement without cause by giving 45 days' written notice to the other.

12.2 Termination for Cause

This Agreement may be terminated for cause upon written notice:

- a) By either party upon 45 days' written notice if the other commits a material breach of the Agreement and fails to cure it within the 25 days;
- b) By KFPL immediately if Partner files for or has instituted against it any proceedings as to its bankruptcy, insolvency, reorganization, liquidation, receivership, or dissolution or there is an assignment for the benefit of creditors;
- c) By KFPL upon 10 days' written notice (i) if Partner tries to register this Agreement with any government conferring any exclusivity upon Partner; (ii) if Partner assigns this Agreement without KFPL's prior written consent; (iii) upon substantial change in Partner's ownership; or (iv) if any change or enactment of law or regulation after the date of this Agreement interferes, in KFPL's opinion, with the parties' rights

or obligations stated herein.

12.3 EFFECT OF TERMINATION

- a) Upon termination of this Agreement, KFPL may terminate any or all unfilled orders.
- b) Upon termination, Partner shall immediately stop all marketing, promotion, advertising or reference to KFPL Products and shall have no further rights to use KFPL/s marketing, promotion or advertising materials or other resources.
- c) Termination will discharge and release KFPL from all obligations and liability under this Agreement, except as it expressly accepts for unfulfilled orders. The sole fact of this Agreement's termination shall not make either party liable to the other for any compensation, reimbursement, losses or damages whatsoever.

13. INDEMNIFICATION

13.1. The Partner releases KFPL from, and agrees to indemnify, defend and hold harmless KFPL (and its officers, directors, employees, agents and affiliates) against, any claim, loss, damage, settlement, cost, taxes, expense or other liability (including, without limitation attorney's fees) (each, a "**Claim**") arising from or related to:

13.1.1. The Partner's actual or alleged breach of any obligations in this Agreement;

13.1.2. The Partner making any false representations, claims or promises in relation to the Knorish Platform to its customers.

13.1.3. Any actual or alleged infringement of any Intellectual Property Rights by the Partner and/ or any third party associated/ affiliated with the Partner, and any personal injury, death or property damage related thereto.

13.2. The Partner will use counsel reasonably satisfactory to KFPL to defend each indemnified Claim. If at any time KFPL determines in its sole discretion that any indemnified Claim might adversely affect KFPL, KFPL may take exclusive control of the defence at KFPL's expense. The Partner may not consent to the entry of any judgment or enter into any settlement of a Claim without KFPL's prior written consent, which may not be unreasonably withheld.

14. DISCLAIMER

14.1. The Platform and information available or provided in connection with the Platform are provided to the Partner on an 'as is' basis. Partner agrees and confirms that access to the Platform is provided to the Partner at their own risk. KFPL and its affiliates waive and disclaim: (a) any representations, warranties, declarations or guarantees regarding this Agreement, or the transactions

contemplated hereby, including any implied warranties, declarations or guarantees of merchantability, fitness for a particular purpose or non-infringement; (b) implied warranties arising out of course of dealing, course of performance or usage of trade; and (c) any obligation, liability, right, claim or remedy in tort, whether or not arising from KFPL's negligence.

- 14.2. KFPL does not warrant that the Platform will meet the Partner's requirements or be available at all times, secure, uninterrupted or error free, and KFPL will not be liable for any service interruptions, including, but not limited to system failures or other interruptions that may affect the access or use of the Platform by the Partner or their clients. In jurisdictions where laws do not allow exclusion of an implied warranty, KFPL and its affiliates disclaim to the maximum extent permitted under applicable law all warranties of any kind, whether express, implied or statutory, including without limitation warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement or quiet enjoyment.

15. LIMITATION OF LIABILITY

KFPL will not be liable (whether in contract, warranty, tort including negligence, product liability, any type of civil responsibility or other theory, or otherwise) to the Partner or any other Person for cost of cover, recovery or recoupment of any investment made by the Partner or its affiliates in connection with this Agreement, or for any loss of profit, revenue, business, or data or punitive or consequential damages arising out of or relating to this Agreement, even if KFPL has been advised of the possibility of such costs or damages. Further, except in case of gross negligence or willful misconduct, KFPL's aggregate liability arising out of or in connection with this Agreement will not exceed at any time the total amounts of the License Fee received by KFPL during the prior 3 (three) months period in connection with the license provided under this Agreement.

16. NOTICES

All notices to be given will be in writing in English and will be sufficiently served if delivered personally or sent by registered post, email or fax to the address set out in the recitals to this Agreement or as the recipient may otherwise advise. Any notice will be received: (a) if delivered personally or by registered mail, upon receipt; or (b) if sent by email or fax, upon confirmation of successful transmission.

17. CONFIDENTIALITY

The Parties expressly acknowledge that all Confidential Information is to be treated by the Partner as confidential. During the Term of this Agreement or thereafter, the Partner shall not in any way make use of any Confidential Information to the disadvantage of KFPL or divulge any Confidential Information to anyone other than directors, officers and employees of the Partner or persons designated thereby on

a “need to know” basis unless or until such Confidential Information has been publicly released by KFPL or becomes generally known to the public (including the trade) from other sources or is required to be disclosed by law.

18. MISCELLANEOUS

- 18.1. Assignment: This Agreement is non-assignable by the Partner. However, KFPL and any subsequent assignee may freely assign this Agreement and grant its rights and/or obligations hereunder, in whole or in part to any third party.
- 18.2. Waiver: The failure of KFPL to enforce (or delay in enforcing) at any time for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of such terms or conditions or of the right of KFPL at any time subsequently to enforce all terms and conditions of this Agreement.
- 18.3. Non-Solicitation: Throughout the Term of this Agreement and for a period of two (2) years thereafter, the Partner shall not, directly or indirectly, solicit or otherwise take away any employee or consultant of KFPL, or otherwise induce such employee or consultant to leave or change the employee’s or consultant’s position or relationship with KFPL, or to become an employee or consultant of, or otherwise become associated with the Partner or any company or business with which the Partner is or may become associated. The provisions of this clause shall survive the expiration or termination of this Agreement.
- 18.4. Severability: If any provision of this Agreement shall be determined invalid, illegal or otherwise unenforceable then that provision shall be severed and deleted from this Agreement and the remaining provisions hereof shall survive and remain in full force and effect and continue to be binding and shall not be affected except insofar as is necessary to make sense of this Agreement.
- 18.5. Force Majeure: Except for payment obligations of the Partner, 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, 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 affected Party immediately takes all reasonably necessary steps to resume full performance. For purposes of clarity, any pandemic would not be considered a Force Majeure Event.
- 18.6. Variation: This Agreement (along with policies, terms and conditions references made hereunder) shall constitute the entire agreement between the Parties and supersede any prior oral or written agreements. Any variation or modification of this Agreement must be in writing and signed by both Parties.

- 18.7. Relationship of Parties: Nothing in this Agreement will create a partnership, association of persons, agency or joint venture between Partner and KFPL and neither Party may enter into any contract or obligation which purports to bind the other.
- 18.8. Governing Law: This Agreement shall be governed in all respects by the laws of the Republic of India as in effect in the city of Gurgaon, Haryana, India.
- 18.9. Dispute Resolution; Jurisdiction: If any dispute arises between the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties hereto shall endeavour to settle such dispute amicably. In case of such failure, any of the Parties to the dispute shall be entitled to refer the dispute to a sole arbitrator. In case of disagreement as to the appointment of the sole arbitrator, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 18.10. Counterparts: This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Schedule - A
Partner Partnership Details

Commission Structure for Partner

- 1) Partner shall be licensed to resell the Platform to its clients by invoicing them directly and paying for the required number of licenses in advance or by letting the clients pay directly to Licensor.
- 2) When charging the clients, Partner cannot charge more than the prices mentioned on the Platform, however, Partner is free to build and charge for its own value-added services such as training, concierge, content production and consulting in addition to the platform license cost.
- 3) Partner shall keep the relationship with the clients warm and serviced at all times as in the case of the Enterprise deals, they'll be paid their commission every month for the duration of the contract with client.
- 4) Partner is allowed to market the resell the platform within India or outside India.
- 5) KFPL will pay the Partner the commission rates mentioned in the document for the duration of the subscription of the Partner's Clients. However, in case of a physically signed document, the agreed rates as per the signed document would apply.

Knorish Enterprise Licenses

Enterprise Licenses	30% of the Enterprise list price for the lifetime of the client on the Knorish platform *
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For example, for a list price of INR 300 per user per month, the Partner would be paid INR 90 per user per month for the duration of the contract.

Knorish Publisher Licenses

Publisher Licenses for startup and professional plans	40% of the Publisher Plans' list price at the time of the signup, for the lifetime of the Publisher license on Knorish.
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