

## **Amexio API Support Agreement**

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These Terms and Conditions are legally binding between the customer entity (“Customer”) identified on the purchase order form which references this Exhibit B (“Purchase Order Form”) and MetaMagic Global, Inc. (“MetaMagic Global”).

### **1. Definitions**

Capitalized terms used in this Agreement are defined in this Section 1 or the Section in which they are first used:

1.1 “Documentation” means, with respect to a particular Supported Software, the standard end-user technical documentation and specifications that are supplied with such Supported Software.

1.2 “Error” means a reproducible failure of Supported Software to perform in substantial conformity with its Documentation, if any.

1.3 “Error Correction” means a bug fix or maintenance correction that MetaMagic Global provides to Customer for the Supported Software in accordance with Section 2.

1.4 “Incident” means a single question or issue posed by Customer with respect to the Supported Software; the number of Incidents purchased are specified in a Subscription Plan.

1.5 “Support Services” means the support and maintenance services described in the Subscription Plan.

1.6 “Subscription Plan” means a plan setting forth the Support Services to be provided by MetaMagic Global. The first Subscription Plan under this Agreement is set forth as Exhibit A to the Purchase Order Form and subsequent Subscription Plans will be incorporated by attaching them to a subsequent Purchase Order Form.

1.7 “Subscription Term” means each successive twelve (12) month period during which a Subscription Plan remains effective. The initial Subscription Term for the first Subscription Plan begins on the Effective Date of this Agreement (provided the payment is already made for the Support Plan) unless otherwise stated in the applicable Subscription Plan.

1.8 “Support Coordinators” has the meaning set forth in Section 2.2.

1.9 “Supported Software” means the version(s) of the Amexio API, Amexio D3 Charts that are specifically identified in a Subscription Plan as “Supported Software”; and includes any subsequent Error Corrections or Workarounds to such software that MetaMagic Global provides to Customer.

1.10 “Open Source Software” means any software that is licensed under any open source, freeware, shareware, or similar licensing or distribution models. Without limiting the generality of the foregoing, Amexio API, Amexio D3 Charts, Amexio Colors, Amexio Plugins are Open Source Software.

1.11 “Workaround” means a set of procedures to mitigate an Error and allow the Supported Software to substantially achieve the functionality set forth in the Documentation, if any.

### **2. Support and Maintenance**

2.1 Support Services. MetaMagic Global will provide support services to Customer for the specific supported platforms designated in the Subscription Plan. Support services consist of:

- a) answering questions regarding the installation and operation of the Supported Software;
- b) attempting to identify causes of suspected Errors occurring on the Supported Software;
- c) addressing confirmed Errors in the Supported Software in accordance with Section 2.3; and
- d) any additional support services that may be specified in the applicable Subscription Plan. Unless otherwise mutually agreed in writing, MetaMagic Global will have no obligation to provide on-site support services at Customer's location.

2.2 Support Coordinators. Each Subscription Plan will designate specific Customer personnel (the "Support Coordinators") for requesting and receiving support services from MetaMagic Global, and MetaMagic Global will provide support services only to those designated Support Coordinators. Customer may re-designate Support Coordinators up to three (3) times during any Subscription Term.

2.3 Service Levels and Procedures. When Support Coordinators notify MetaMagic Global of a suspected Error in the Supported Software, MetaMagic Global will use commercially reasonable efforts to reproduce such suspected Error. If MetaMagic Global identifies an Error, it will use commercially reasonable efforts to correct the Error in accordance with the service level commitments and procedures, if any, set forth in the Subscription Plan. If MetaMagic Global cannot meet the service levels specified in a Subscription Plan (or, in the absence of any specified service levels, correct the Error within a reasonable time), Customer may as its exclusive remedy terminate the applicable Subscription Plan by giving Thirty (30) days written notice to MetaMagic Global, whereupon MetaMagic Global will promptly refund to Customer that portion of the fees paid under that Subscription Plan for the then-current Subscription Term that is attributable to the Supported Software on which the uncorrected Error resides. THIS SECTION 2.3 SETS FORTH METAMAGIC GLOBAL'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ERROR.

2.4 Exclusions. MetaMagic Global will have no obligation to correct Errors caused by:

- a) improper installation of the Supported Software;
- b) any release, error correction or modification of the Supported Software not made by MetaMagic Global unless it is pre-approved in writing by MetaMagic Global;
- c) any version of the Supported Software that is more than Twenty Four (24) months old; or
- d) any version of the Supported Software running on any platform that is not supported by MetaMagic Global. No support services will be provided for the Supported Software if Customer ceases payment hereunder.

2.5 Maintenance Support Services. If specified in the Subscription Plan, MetaMagic Global will provide maintenance services for the Supported Software. Maintenance services consist of MetaMagic Global providing Customer with Error Corrections, bug fixes and updates as are made available to the Supported Software during the period in which Customer has purchased maintenance services under that Subscription Plan. MetaMagic Global does not promise or warrant that any minimum number of Error Corrections, bug fixes or updates will

be made available during a particular time period. Maintenance services do not include provision of Error Corrections of software products provided by third parties, other than those expressly specified in the Subscription Plan.

2.6 Additional Charge Support Services. Should Customer request that MetaMagic Global provide services in connection with problems

- a) caused by the factors listed in Section 2.4, or
- b) that are otherwise beyond the scope of this Agreement (including, for example, providing assistance or other services in connection with a non-conformity that does not constitute an Error), Customer will pay for such services (outside of the subscription plan offers) that MetaMagic Global agrees to perform on a time-and-materials basis at MetaMagic Global' then-current rates.

2.7 Customer Obligations. As a condition to MetaMagic Global' support and/or maintenance obligations under this Agreement, Customer must:

- a) assist MetaMagic Global in identifying and correcting Errors;
- b) execute reasonable diagnostic routines in accordance with instructions provided by MetaMagic Global (and inform MetaMagic Global of the results of such tests);
- c) ensure that its designated Support Coordinators are sufficiently qualified and familiar with the Supported Software and Customer systems so as to provide MetaMagic Global with reasonable assistance in diagnosing and addressing Errors.

**3. Payment.** Customer will pay at the outset of each Subscription Term or renewal Subscription Term, the annual fees specified in each Subscription Plan. Customer will be responsible for all taxes resulting from the Subscription Plans other than taxes on MetaMagic Global' net income. MetaMagic Global may change the annual fees specified in a Subscription Plan, on a going-forward basis and will provide Customer notification of such change. MetaMagic Global shall invoice Customer for expenses incurred as a result of performing additional services (Ex. Custom Component Creation) in accordance with the Subscription Plan. The fees, charges and/or expenses invoiced in accordance with this Section 3 shall be payable by Customer immediately by the invoice date of each invoice.

#### **4. Term and Termination**

4.1 Subscription Term and Subscription Plans. Unless otherwise specified therein or unless earlier terminated in accordance with this Section 4, a Subscription Plan is effective during the Subscription Term and any renewal. MetaMagic Global will have no obligation to provide services under a particular Subscription Plan once it has expired or is terminated.

4.2 Termination. Either party may terminate this Agreement at any time (upon Thirty (30) days written notice to the other party) if no Subscription Plans are then in effect. If either party breaches this Agreement and does not cure the breach within thirty (30) days of the other party's written notice specifying the breach, the other party may, at its election, terminate for cause

- a) this Agreement, including all Subscription Plans, or
- b) only the specific Subscription Plan giving rise to the breach. Either party may terminate this Agreement (including all Subscription Plans) at any time for cause if the other

party files a petition or seeks relief under the bankruptcy or insolvency laws of any state.

#### 4.3 Effect of Termination. Upon termination of this Agreement:

- a) each party will return to the other party the Confidential Information of the other party;
- b) all Subscription Plans will terminate;
- c) MetaMagic Global will have no further obligation to provide services to Customer; and
- d) Customer will immediately pay to MetaMagic Global any fees or expenses incurred prior to the effective date of termination. Sections 1 and 6 through 9 will survive expiration or termination of this Agreement or any Subscription Plan hereunder.

### 5. Licenses

5.1 Open Source Licenses. The parties agree that, as between the parties, MetaMagic Global owns all modifications to the Supported Software, other than third party Open Source Software. All Open Source Software is distributed to Customer under the terms of the open source license agreements referenced in the applicable distribution. MetaMagic Global may, in its sole discretion, make some or all of the modifications available to the open source community.

5.2 Other Materials. For all other materials that are not third party Open Source Software, MetaMagic Global hereby grants to Customer a non-exclusive, perpetual license to use, reproduce, display and perform such materials for Customer's internal business purposes within Customer's organization. Any software components provided by MetaMagic Global or downloaded by Customer shall be licensed on an annual subscription basis, as stated in the Purchase Order Form.

5.3 Restrictions. Customer will not: remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of MetaMagic Global or its suppliers contained on or within any copies of the Supported Software.

**6. Confidential Information.** "Confidential Information" means any and all information related to a party's business that is labelled or identified as "confidential" or "proprietary"; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary, including without limitation software, source code and specifications, trade secrets, development plans, technical information, business forecasts and strategies, and information regarding personnel, customers and suppliers. Without limiting the foregoing, The modifications to the Supported Software will be deemed to be MetaMagic Global' Confidential Information, whether or not so marked. Each party agrees

- i. to hold the other party's Confidential Information in strict confidence,
- ii. not to disclose such Confidential Information to any third parties, except as described below and
- iii. not to use any Confidential Information except for the purposes of this Agreement.

Each party may disclose the other party's Confidential Information to its responsible employees and contractors with a bona fide need to know, but only to the extent necessary

to carry out the purposes of this Agreement, and only if such employees and contractors are subject to a nondisclosure agreement sufficient to protect the other party's Confidential Information hereunder.

The restrictions set forth in this section will not apply to any Confidential Information that the receiving party can demonstrate

- a) was known to it prior to its disclosure by the disclosing party;
- b) is or becomes publicly known through no wrongful act of the receiving party;
- c) has been rightfully received from a third party authorized to make such disclosure without restriction;
- d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

The parties agree that a breach of this section may cause irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, the disclosing party will be entitled to seek injunctive relief for any threatened or actual disclosure by the receiving party. If there is any conflict between this Section 6 and any separate non-disclosure agreement signed by authorized representatives of both parties, the separate non-disclosure agreement shall control.

## **7. Warranty; Disclaimer.**

7.1 Warranty. MetaMagic Global represents and warrants, for a period of ninety (90) days after delivery, that the Support Services will be performed in a good and workmanlike manner and the Error Corrections and Workarounds (excluding Open Source Software) will substantially conform to the description in the Order Form. In the event of a breach of this warranty, MetaMagic Global will re-perform the applicable Support Services within a reasonable time provided that Customer notifies MetaMagic Global within thirty (30) days following the date of completion of the Support Services. The foregoing will be Customer's sole and exclusive remedy, and MetaMagic Global's sole and exclusive obligation, for a breach of the warranty under this Agreement.

7.2 EXCEPT AS EXPRESSLY PROVIDED FOR IN SECTION 7.1, METAMAGIC GLOBAL DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND MATERIALS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. THE SERVICES AND MATERIALS ARE NOT DESIGNED, INTENDED OR WARRANTED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS.

**8. Limitation of Liability.** EXCEPT FOR A BREACH OF SECTION 5.3 (RESTRICTIONS) or 6 (CONFIDENTIAL INFORMATION):

- A. NEITHER PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO

- I. LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND
  - II. ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN OR DESTRUCTIVE PROPERTIES OF THE MATERIALS OR SERVICES; AND
- B. REGARDLESS OF THE CAUSE OF ACTION OR THE FORM OF ACTION, METAMAGIC GLOBAL'S TOTAL CUMULATIVE LIABILITY FOR ACTUAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SERVICES GIVING RISE TO SUCH LIABILITY DURING THE THEN-CURRENT TERM IN WHICH SUCH WERE PROVIDED. THE PARTIES ACKNOWLEDGE THAT THE FEES PAID PURSUANT TO THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT, AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

## **9. General.**

9.1 Neither party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, acts of war, or intervention by governmental authority. Either party may assign this Agreement in its entirety to

- I. any entity under the common control of such party; or
- II. any successor in interest to such party by way of merger or consolidation; or
- III. a purchaser of all or substantially all of the assets of such party, provided that the assignee agrees in writing to be bound by all of the terms and conditions of this Agreement.

Each party is acting in performance of this Agreement as an independent contractor. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Any notices or communication under this Agreement shall be in writing and shall be hand delivered or sent by registered mail return receipt requested at the address set forth on the Purchase Order Form, or such other address as either party may in the future specify to the other party. This Agreement will be governed by the laws of the State of New Jersey, USA. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the courts in Pune, New Jersey. The parties agree that this Agreement is written and construed in the English language. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder. This Agreement and the Subscription Plans set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties. Any contractual terms contained in any Customer purchase orders will not be applicable to any transaction between the parties unless contained in a written document signed by both parties and such terms are hereby rejected by MetaMagic Global. In the event of a conflict between this Agreement and the Subscription Plan, the terms of such Subscription Plan shall control with respect to the maintenance services provided pursuant to such Subscription Plan. In the event any one or more of the provisions of this Agreement or of any Subscription Plan is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired. This Agreement may be

executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same Agreement.

9.2 During the term of this Agreement, Customer and MetaMagic Global may engage in co-marketing and publicity programs, including advertisements in trade and other publications, upon written approval (not to be unreasonably withheld or delayed). MetaMagic Global may also use Customer's name, trademarks, and logo as a reference, on MetaMagic Global' website, and in marketing materials.

9.3 Customer agrees to serve as a "reference" for MetaMagic Global which means that Customer may be called from time-to-time to serve as a reference to other prospective customers, current or potential investors, the press, and financial and technology analysts, as mutually agreed to by both parties. Customer further agrees to cooperate with MetaMagic Global within one (1) year following the effective date of this Agreement to produce and publish a public or non-public (at Customer's discretion), "case study" of Customer's usage of MetaMagic Global' products.

## Exhibit A

### Amexio API : Long Term Support - Annual Subscription Packages for Direct Customers

		Amexio API Support Subscription Packages					
		Basic	Bronze	Silver	Gold	Top Up	
Package Price >		\$0	\$3,000	\$6,000	\$8,500	\$1,000	
US Dollar to Indian Rupee ₹ 71.09		₹ -	₹ 2,13,270	₹ 4,26,540	₹ 6,04,265		
Amexio Coin 1c = \$1 USD		Amexio Coins					
		Purchased Coins	0	3,000	6,000	8,500	1,000
		Bonus Coins	0	150	900	2267	50
		Starter Coins	750	750	750	750	150
		<b>Total Coins Available</b>	<b>750</b>	<b>3,900</b>	<b>7,650</b>	<b>11,517</b>	<b>1,200</b>

  

#	Support Features	Unit Price	Basic	Bronze	Silver	Gold		
MAX ISSUES SUPPORTED IN THE SUBSCRIPTION PERIOD >			107	557	1,093	1645	This number will vary based on the F2F communication.	
Software Release Support Actual >			107	557	765	987	Purchased Coins	
1	Release Notifications		Yes	Yes	Yes	Yes	Are equal to the actual value paid by the customer.	
2	FAQs		Yes	Yes	Yes	Yes		
3	Forum Discussions		Yes	Yes	Yes	Yes		
4	API Docs		Yes	Yes	Yes	Yes		
5	API Sandbox		Yes	Yes	Yes	Yes		
6	API Training Videos		Yes	Yes	Yes	Yes		
Issue Tracking Support							A percentage of Purchased coins.	
7	API Sandbox Custom Examples		Yes	Yes	Yes	Yes	Starter Coins	
8	API Feedback - Issues Only		Yes	Yes	Yes	Yes		
9	GitHub Issue Tracking		Yes	Yes	Yes	Yes		
10	YouTube Feedback		Yes	Yes	Yes	Yes		
Issue Communication							Free Coins to get started with the Product without any obligation.	
11	Email Support			Yes	Yes	Yes	Fair Usage Policy	
12	Issue Tracking Smart Phone App			Yes	Yes	Yes		
13	Smart Phone Messaging				Yes	Yes		
Face 2 Face Communication					Total	Per Channel	Total	Per Channel
14	Google Meet - Remote Support	120c / Hour			19	10	29	10
15	Google Meet - Webinar on API <sup>1</sup>	120c / Hour				10		10
16	Telephone	120c / Hour						10
Enterprise Extensions								As per the Fair usage Policy F2F comm is available only for the 30% of the package value & balance 70% for Issue Handling.
17	Enterprise Exclusive Components <sup>2</sup>	500c						Yes
18	Amexio Component Enhancements	200c						Yes
19	LTS / Product Version Life Span (Starts from Release Date)		1 Year	2 Years	2 Years	2 Years	2 Years	
Issue Fixing SLA (In Business Days)			Max	Max	Max	Max	Max	Fair Usage %
20	High Severity Issues	H 110c	7 10 Days	35 3 Days	70 2 Days	105 1 Day		30%
21	Medium Severity Issues	M 55c	14 15 Days	71 6 Days	139 4 Days	209 2 Days		
22	Low Severity Issues	L 27c	28 20 Days	144 10 Days	283 5 Days	427 5 Days		
23	Very Low Severity Issues	V 7c	107 30 Days	557 20 Days	1093 15 Days	1645 15 Days		
Amexio Components Enhancements SLA (In Business Days)						Max		Enhancement %
24	High Priority Enhancement	P1 220c				52 5 Days		10%
25	Medium Priority Enhancement	P2 1100c				105 10 Days		
26	Low Priority Enhancement	P3 25c				461 15 Days		
27	Very Low Priority Enhancement	P4 10c		Not Available		1152 30 Days		