



MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) dated [●] day of [●], 2025 (“**Effective Date**”) is entered into by and between **Kissflow Inc.**, a Delaware corporation with its offices at 1000 N West Street, Suite 1200, Wilmington, Delaware, 19801, USA, hereinafter referred to as “**Kissflow**” (which expression shall mean and include its successors and assigns);

and

[●], a [●] corporation with its office at [●] (“**Customer**”, which expression shall mean and include its successors and assigns).

“**Kissflow**” and “**Customer**” may be collectively referred to as the “**Parties**” or individually as a “**Party**.”

1. DESCRIPTION OF SERVICES

- 1.1. Kissflow shall provide the Customer with access to and utilization of: (i) its software (“**Platform**”), (ii) applications delivered via the app store (“**Application**”), and (iii) consulting, implementation and/or training services (“**Professional Services**”) (collectively referred to as “**Service(s)**”).
- 1.2. The Services are provided solely for the Customer’s business purposes, subject to the terms and conditions of this Agreement. Customer shall connect to the Platform using any internet browser supported by the Platform. The Customer is responsible for obtaining access to the internet and the equipment necessary to access the Platform.

2. CUSTOMER RIGHTS

- 2.1. Subject to this Agreement and solely during the Term, Kissflow grants to the Customer and its employees (“**Users**”) worldwide, non-transferable, non-exclusive, terminable, limited rights to: (a) store data in, retrieve data from, or otherwise make use of (directly or indirectly) data or technology through electronic means; and (b) integrate the Platform into any application and provide the Platform to Users of the application.
- 2.2. Account. The Customer shall provide true and accurate information to create accounts or instances for access and use of the Platform (“**Account**”).

3. CUSTOMER RESPONSIBILITIES

- 3.1. Acceptable Use. Customer agrees not to:
 - (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, disassemble, reverse engineer, decompile, or otherwise, commercially exploit or make the Platform available to any third party, other than Users, in furtherance of its internal business purposes as expressly permitted by this Agreement;
 - (b) modify, adapt, or hack the Platform, or otherwise, attempt to gain unauthorized access to the Platform or related systems or networks;



- (c) use the Platform to store or transmit sensitive personal information in violation of the applicable data protection laws;
- (d) use the Platform to store or transmit Customer Data in violation of applicable laws and regulations, including but not limited to, violation of any person's privacy rights, export control laws/regulations;
- (e) access it for purposes of creating derivative works based on, or developing or operating products or services for third parties in competition with the Platform;
- (f) use the Platform to store or transmit any content that infringes upon any person's intellectual property rights, or is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory;
- (g) use the Platform to knowingly post, transmit, upload, link to, send or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software;
- (h) "crawl," "scrape," or "spider" any page, data, or portion of, or relating to, the Platform (through use of manual or automated means);
- (i) reverse engineer the Platform in order to:
 - (i) build a competitive product or service;
 - (ii) build software using similar ideas, features, functions, or graphics of the Platform; and
 - (iii) copy any ideas, features, functions, or graphics of the Platform.
- (j) leverage the user license provided to the Customer under this Agreement to develop a program for the purpose of deciphering or programmatically accessing the Platform, unless prior written consent has been obtained from Kissflow;
- (k) engage in Platform abuse involving attempts to exploit security vulnerabilities to gain unauthorized access, manipulate data, or disrupt the Platform's functionality, ultimately leading to a circumvention of the Platform's intended use; and
- (l) use the user license for programmatic invocation mimicking user access like behaviors through frontend screen scraping scripts, headless browser scripts, RPA tools, or similar programming techniques. Such access might lead to over use of the Platform and will be considered a violation of this Agreement.

3.2. Customer Obligations. If Kissflow informs the Customer that a specified activity or purpose is prohibited with respect to the Platform, the Customer has to ensure that it shall immediately cease the use of the Platform for such prohibited activity or purposes and shall comply with Kissflow's instructions in this regard.

3.3. Payment Card Industry Data Security Standard. The Platform is not optimal for storing or processing cardholder information. However, if Customer processes any cardholder



information using the Platform, Customer shall: (a) comply with the criteria defined under Payment Card Industry Data Security Standard (“**PCI DSS**”); (b) implement and maintain reasonable security measures to protect all cardholder data in their possession or control; and (c) not take any action against Kissflow in connection with using the Platform that places Kissflow in non-compliance with the PCI DSS.

- 3.4. User License. The Customer acknowledges and agrees that each license purchased under this Agreement from Kissflow shall be granted for use by a single designated real human user only. The Customer shall not share, assign, sublicense, or otherwise permit any other individual or entity to use the Platform under the purchased license. Any attempt to do so shall constitute a material breach of this Agreement, resulting in immediate termination of the license without refund. Furthermore, the Customer shall refrain from creating aliases or delegating access (including group access) to the Platform to more than one (1) user under a single license. The Customer shall ensure that the Platform is used solely by the designated user and the Customer shall take appropriate measures to prevent unauthorized access or use. Kissflow reserves the right to verify compliance with this clause at any time without prior notice and may take legal action against any infringement or violation.

4. **UPDATES AND AVAILABILITY**

- 4.1. Any enhancements, new features, or updates (“**Updates**”) to the Platform are also subject to this Agreement, and Kissflow reserves the right to deploy Updates at any time.
- 4.2. The Platform may temporarily be unavailable due to scheduled downtime for upgrades and maintenance, in which case, Kissflow shall use commercially reasonable endeavors to notify the Customer in advance. In the event of any unavailability of the Platform, the applicable service credits and the support provided by Kissflow shall be in accordance with the Support and Service Level Agreement set forth in Annexure III.

5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1. Except for the rights granted to the Customer under clause 2, all rights, title, and interest in and to all intellectual property and/or proprietary rights, title, and interest in or related to the Services (including, without limitations to, all modifications, extensions, customizations, scripts or other derivative works provided, developed or delivered by Kissflow under Professional Services), including patents, inventions, copyrights, trademarks, domain names, trade secrets, or know-how (collectively, “**Intellectual Property Rights**”) shall belong to and remain exclusively with Kissflow.
- 5.2. Customer owns the rights to all electronic information, text, messages, or other content, inclusive of, but not limited to, Users’ and end users’ personal data, that is provided to the Services by Customer or its Users via Customer’s Account while utilizing the Services (“**Customer Data**”). Kissflow does not claim ownership over such Customer Data. Customer grants Kissflow a right and license to use the Customer Data for the provision, modification, support, maintenance, and improvement of the Services.
- 5.3. Kissflow shall have a perpetual right and license to incorporate into the Services or



otherwise use any suggestions, enhancement requests, recommendations, or other feedback it receives from the Customer.

5.4. All rights not expressly provided to the Customer herein are reserved.

6. THIRD PARTY SERVICES

6.1. Customer may integrate the Account with other third party applications or services (“**Third Party Service(s)**”). Customer acknowledges and agrees that its use of Third Party Service(s) will be subject to the terms and conditions and privacy policies of such third party and that Kissflow shall not be liable for the Customer’s enablement, access, or use of such Third Party Service(s), including the Customer’s data processed by such third party. The Customer should contact that Third Party Service provider for any issues arising in connection with the use of such Third Party Service(s). Kissflow tries to provide the Customer with advance notice, whenever reasonably possible, Customer acknowledges and agrees that Kissflow may, at any time and in its sole discretion, and without any notice, suspend, restrict or disable access to or remove from the Platform, any Third Party Service(s), without any liability to the Customer, including without limitation, for any loss of profits, revenue, data, goodwill or other intangible losses.

7. CHARGES AND PAYMENT

7.1. Service Details. The Services procured by the Customer shall be as set forth in Annexure I.

7.2. Pricing Document. The standard pricing for the Services offered by Kissflow shall be as set forth in Annexure II.

7.3. Charges. All charges associated with the Services purchased by the Customer shall be as set forth in the applicable order form in Annexure II (“**Charges**”). All Charges are due in full and payable annually in advance by the Customer.

7.4. Payment. Customer hereby authorizes Kissflow or its authorized agents, as applicable, to bill the Customer upon its subscription to the Services (and any renewal thereof). Unless otherwise stated in an order form, all Charges are payable immediately upon the receipt of the invoice by the Customer. The Customer shall not downgrade the Account during the Term of this Agreement.

7.5. Refunds. Unless otherwise specified in this Agreement, all Charges are non-refundable. No refunds shall be issued for partial use or non-use of the Services.

7.6. Late Payment/Non Payment of Charges. Kissflow will notify the Customer in the event that Kissflow does not receive payment towards Charges within the due date. Kissflow must receive payments immediately from the date of the notice, failing which, in addition to the right to other remedies available under law, Kissflow shall charge interest for late payment @ 2% per month on the outstanding balance of the Charges payable. Kissflow further reserves the right to terminate this Agreement and the Account without any liability, in case of late payment or non-payment of the Charges for a consecutive period of three (3) months.



- 7.7. Applicable Taxes. Unless otherwise stated, the Charges do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial, or foreign jurisdiction (collectively, “**Taxes**”).
- 7.8. Payment Mode. Kissflow recommends the Customer to make payment to the Services through wire transfer or automatic clearing house (“**ACH**”), however, if the Customer prefers to make payment using a credit card, a handling fee of 3.5% will be applicable and shall be paid by the Customer.

8. TERM AND TERMINATION

- 8.1. Term. This Agreement shall take effect on the Effective Date and be valid for an initial period of one (1) year (“**Initial Term**”). Thereafter, this Agreement shall be automatically renewed for a successive term of one (1) year (each, a “**Renewal Term**”), unless terminated by either Party by providing a prior written notice not less than thirty (30) days. The Initial Term and Renewal Term(s), if any, shall be collectively referred to as the “**Term**”.
- 8.2. Termination by Customer. Customer may terminate this Agreement in the event Kissflow materially breaches this Agreement, provided that the Customer shall provide notice of such breach and allow Kissflow not less than thirty (30) days to cure such breach.
- 8.3. Termination by Kissflow. Kissflow also reserves the right to terminate this Agreement and the Account at any time by providing a written notice not less than thirty (30) days due to business reasons, which shall include discontinuation of the Services.
- 8.4. Termination for Insolvency. Notwithstanding anything contained herein, either Party may terminate this Agreement with notice if the other Party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such Party (except for involuntary bankruptcies) which are dismissed within sixty (60) days, or has a receiver or trustee appointed for substantially all of its property.
- 8.5. Effect of Termination of Account. Following the termination of this Agreement, either by the Customer or by Kissflow, the Customer’s access and use of the Services shall cease. Upon receiving a written request from the Customer, Kissflow shall provide the Customer Data to the Customer in a form mutually agreed within thirty (30) days from the effective date of termination (“**Data Retention Period**”). Beyond the Data Retention Period, Kissflow reserves the right to delete all the Customer Data in its possession.

9. CONFIDENTIALITY; DATA PRIVACY AND SECURITY

- 9.1. Confidential Information of the Customer shall mean all business and technological information of the Customer and shall include the Customer Data. Confidential Information of Kissflow shall mean the Services other than the Customer Data. Confidential Information shall not include any information which is in the public domain (other than through a breach of this Agreement), or which is independently developed by the recipient, or which is received by a third party, not under restriction. The recipient will not disclose the



Confidential Information, except to employees, agents, professional advisors, or third party vendors, who participate in the provision of the Services hereunder who need to know it and who have agreed to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise the rights and fulfill obligations under this Agreement while using reasonable care to keep it confidential. The recipient may also disclose Confidential Information to the extent required by an order of a government entity of appropriate jurisdiction; provided that the recipient uses commercially reasonable efforts to promptly notify the other Party of such disclosure before complying with such order.

- 9.2. Kissflow shall use appropriate technical and organizational measures to protect the Customer Data. The measures used are designed to provide a level of security appropriate to the risk of processing Customer Data. Kissflow shall, without undue delay, notify the Customer of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Customer Data processed by Kissflow.
- 9.3. Customer acknowledges that Kissflow shall process Customer Data only to provide, maintain and improve the Services, or prevent or address any technical problems, or at the Customer's request in connection with support requests and in accordance with this Agreement, [Data Processing Agreement](#), and any other applicable data privacy laws and as part of the direct relationship between the Parties. Kissflow shall not process Customer Data for any purposes other than what is mentioned in this Agreement and DPA.
- 9.4. The Customer understands and acknowledges that, in connection with the use of the Service by the Customer, its Users, and/or end users, Kissflow shall process any personal data only on the Customer's behalf and as a data processor.
- 9.5. Customer acknowledges and agrees that Kissflow may access or disclose information about the Customer, its Account, and Users, including Customer Data in order to: (a) comply with the law or respond to lawful requests or legal processes; or (b) prevent any infringement of group companies or its customers' proprietary rights. Further, at Kissflow's sole discretion, any suspected fraudulent, abusive, or illegal activity by the Customer may be referred to law enforcement authorities.

10. WARRANTIES & DISCLAIMER

KISSFLOW WARRANTS THAT SERVICES WILL BE PROVIDED IN A MANNER CONSISTENT WITH REASONABLE INDUSTRY STANDARDS. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED.

PLATFORM AND APPLICATION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM AND APPLICATION OFFERED BY KISSFLOW, INCLUDING ALL SERVER AND NETWORK COMPONENTS, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.



THE CUSTOMER ACKNOWLEDGES THAT KISSFLOW DOES NOT WARRANT THAT THE ACCESS TO THE PLATFORM AND APPLICATION, PROVIDED OVER THE INTERNET AND VARIOUS TELECOMMUNICATIONS NETWORKS, BEYOND KISSFLOW'S REASONABLE CONTROL, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE.

PROFESSIONAL SERVICES. KISSFLOW IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE PROFESSIONAL SERVICES THAT ARISE FROM CUSTOMER DATA OR THIRD PARTY SERVICES OR PROFESSIONAL SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE PROFESSIONAL SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY, AND KISSFLOW'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT PROFESSIONAL SERVICES THAT CAUSED THE BREACH OF WARRANTY.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, WILL EITHER PARTY BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SALES, LOST GOODWILL, LOSS OF USE OR LOST CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KISSFLOW'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS, RELATING TO THE SERVICES, WILL BE LIMITED TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF THE CHARGES PAID BY THE CUSTOMER FOR THE PLATFORM.

12. INDEMNIFICATION

12.1. Indemnification by Customer. Customer shall indemnify and hold Kissflow, its affiliates, officers, directors, employees, and agents from and against any claim brought by a third party arising from:

12.1.1. Acceptable Use. Customer's acts or omissions in connection with clause 3 of this Agreement, including those of any Users to whom the Customer has granted access. The Customer shall remain fully liable, at all times, for all acts and omissions of such Users and agrees to indemnify Kissflow for all claims, losses, and damages resulting from their negligence, misconduct, or failure to comply



with applicable obligations.

- 12.1.2. Customer-Directed Actions. (i) Customer's use of or interaction with any third-party application, software, service, platform, or system, whether or not such use is in connection with the Services; and/or (ii) any act or omission by Kissflow undertaken in reliance on the Customer's instructions, authorizations, decisions, or actions, whether communicated in writing, orally, or by conduct.

Kissflow shall have no liability whatsoever for any such claims, and the Customer shall bear full responsibility for the defense and resolution of the same, including all associated liabilities, damages, costs, and expenses (including reasonable attorneys' fees, court costs, and settlement amounts).

- 12.2. Indemnification Procedure. In the event that Kissflow becomes aware of any claim, demand, suit, or proceeding brought by a third party that may give rise to an indemnification obligation under this Agreement, the following shall apply: (a) Kissflow shall promptly notify the Customer in writing of the threat or receipt of such claim. Failure to provide timely notice shall not relieve the Customer of its indemnification obligations, except to the extent the Customer is materially prejudiced by such delay; (b) The Customer shall have the sole and exclusive control over the defense and/or settlement of the claim, including the selection of legal counsel. The Customer shall not settle any claim in a manner that imposes any liability or obligation on Kissflow without its prior written consent, which shall not be unreasonably withheld; (c) Kissflow shall provide full cooperation, information, and reasonable assistance as may be requested by the Customer in connection with the defense and settlement of such claim, at the Customer's expense.

13. MISCELLANEOUS

- 13.1. Assignment. This Agreement and any rights or obligations hereunder may not be assigned by the Customer without Kissflow's prior written consent, whereas Kissflow can assign any of its rights and obligations hereunder without the Customer's prior written consent. This Agreement binds, and ensures to the benefit of, the Parties and their respective successors and permitted assigns.
- 13.2. Amendment. This Agreement, including its applicable order form and annexures may be modified, amended, or varied individually only by a written instrument signed by the authorized representatives of both Parties.
- 13.3. Entire Agreement. This Agreement, together with any Order Forms, constitutes the entire agreement and supersedes any and all prior agreements between the Customer and Kissflow with regard to the subject matter hereof. In the event of a conflict between the terms of any Annexure and this Agreement, the Agreement shall prevail. In case of a conflict between two (2) Annexures, the Order Form later in date shall prevail.
- 13.4. Force Majeure. Notwithstanding anything to the contrary contained elsewhere, Kissflow shall not be liable for unavailability of the Services caused by circumstances beyond its reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror, or civil unrest, technical failures beyond Kissflow's reasonable control (including, without



limitation, inability to access the internet, unauthorized loss, distribution or dissemination of Customer Data), or acts undertaken by third parties, including without limitation, distributed denial of service attacks on the Platform.

- 13.5. Governing Law and Dispute Resolution. This Agreement shall be governed by the laws of the state of Delaware. Any dispute, claim, or controversy arising out of, or relating to, or connected with this Agreement shall be resolved by mediation first, failing which, they shall be resolved by final and binding arbitration in Delaware under the American Arbitration Association (“AAA”) and rules thereunder. The arbitration proceedings shall be in English and conducted by a panel of three (3) arbitrators. Each Party shall appoint an arbitrator and the two (2) arbitrators so appointed shall appoint the third arbitrator in the panel. Judgments upon the final decisions rendered by the arbitrator may be entered in any court of competent jurisdiction. The seat and venue of arbitration shall be Wilmington, Delaware. Judgment on the award may be entered in any court having jurisdiction.
- 13.6. Notices and Consent to Electronic Communications. Notices will be in writing and will be delivered personally (which will include delivery by courier or reputable overnight delivery service) or sent by certified mail return receipt requested, to the addresses mentioned below or by email. Items delivered personally will be deemed delivered on the date of actual delivery. Items sent by certified mail will be deemed delivered on the date the return receipt is signed. Items delivered by email will be deemed delivered on the first business day after sending the email. A Party may change its contact information by a written notice delivered in accordance with this clause.

Customer Contact Details	Kissflow Contact Details
Name : [●]	Name : Rini Mathew
Designation : [●]	Designation : Senior Legal Counsel
Email ID : [●]	Email ID : legal@kissflow.com
Contact Details : [●]	Contact Details : +1-650-396-7692
Address : [●]	Address : 1000 N West Street, Suite 1200, Wilmington, Delaware, 19801, USA

- 13.7. Publicity Rights. The Customer hereby grants Kissflow a royalty-free, worldwide, transferable license to use the trademark or logo to identify the Customer as Kissflow’s customer on its websites and/or marketing collateral and to include the Customer’s use of the Services in case studies.
- 13.8. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship among the Parties.



- 13.9. Severability; No Waiver. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by applicable law, and the remaining provisions of this Agreement shall remain in effect. Kissflow's non-exercise of any right under or provision of this Agreement does not constitute a waiver of that right or provision.
- 13.10. Survival. All clauses shall survive any termination of this Agreement. Termination shall not limit either Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

ACCEPTED AND AGREED BY:

Authorized Signatory of Customer	Authorized Signatory of Kissflow
Name:	Name: Krishnaswamy Srinivasan
Designation:	Designation: Vice President, Finance
Signature:	Signature:
Date:	Date:

Annexure I - Description of Services

I. Platform Details

Kissflow will offer its Kissflow Work Platform - Enterprise as a subscription service to the Customer. Through the Term, the Customer will be able to access the below modules and widgets hosted on the Kissflow Platform that collectively provide a powerful ecosystem to automate business processes and deploy them as web applications:

- Low-Code Application Builder - To build highly sophisticated custom applications.
- Process Management - To automate standard business processes that require approvals.
- Boards - To manage issues, tickets, defects, service requests & projects.
- Integration Module - To integrate other applications using our bi-directional connectors.
- Reports & Analytics - To create pivots, charts, insights and dashboards for management reporting.
- Governance - Single centralized entity to get insights on all modules and govern them.
- Portal - To build portals for external users like vendors, clients, suppliers.
- App Store - Access to free and paid apps developed by Kissflow team.
- Intelligent Document Processing - To automatically extract, classify, and validate data from documents using the Smart Attachment feature

II. Professional Service Details

The Customer can also leverage Kissflow's Professional Services on-demand to help with the implementation of applications using the Kissflow Platform. All Professional Services shall be delivered to the Customer by Kissflow using suitably qualified, experienced and trained employees and contractors. Implementation using Kissflow Professional Services will be charged as T&M on actuals. In the event the Customer opts for the utilization of the Professional Services, upon request, the plan and commercials will be provided.

III. Application Details

Kissflow App Store is a dedicated place that hosts a wide array of applications that cater to different business use cases. Unlike the process and board templates in Kissflow's template gallery, the Kissflow App Store hosts pre-built low-code applications that are completely designed and developed by Kissflow specialists with little to no coding efforts. After installation, the Customer can quickly deploy these Applications for end users. These Applications can be either free or paid. If the Customer prefers to use the Application, the plan shall be shared upon request.

Annexure II - Pricing Document

Platform Subscription Charges

Kissflow's Platform subscription cost is based on the number of Users and their usage of the Platform. The unit cost based on the usage is as defined in Table 1. Please note that usage refers to active usage by a User and NOT the duration of their login time.

Table 1:

User Types (based on Usage)	Usage Pattern	Usage Slots (Quarterly)	Price/Month (in USD)	Price/Year (in USD)
Occasional (in multiples of 50)	Monthly User	0 to 30 Sessions	[●]	[●]
Lite (in multiples of 25)	Weekly User	30 to 120 Sessions	[●]	[●]
Regular (in multiples of 10)	Daily User	120 to 600 Sessions	[●]	[●]
Heavy (in multiples of 10)	Hourly User	600+ Sessions	[●]	[●]

Sessions are calculated at a “User” level on a quarterly basis. “Session” is a usage slot. Every 10-minute on the standard clock is considered as a single session:

- 00:00 to 00:10 is a single session
- 00:10 to 00:20 is another session

If a User uses the system from 00:13 to 00:48, he would have consumed four (4) sessions (from 00:10 to 00:20, 00:20 to 00:30, 00:30 to 00:40, 00:40 to 00:50).

Upon the completion of the Initial Term, the Parties shall consider the actual usage of the Platform based on the automated reports monitoring User activity, taking the average number of ‘active’ Users in each month and identifying the peak number of Users over the year.

Based on usage and adoption in the Initial Term, the Parties will classify individual Users as Regular/Lite/Occasional (as per the criteria in Table 1) and update the Charges for the subsequent Term. Since Kissflow will have information around actual usage, adoption and benefits of the Platform, doing a cost-benefit analysis post the Initial Term will be easier.

Annexure III - Support and Service Level

I. Support Services

- During the Term of this Agreement, Kissflow will provide support services to the Customer on all business days (Monday through Friday) during the agreed working hours, except during local holidays. As part of the support services, Kissflow will take all commercially reasonable efforts in solving issues that arise in connection with the Customer's proper and authorized use of the Services or in correcting any errors reported by the Customer. Customer shall provide Kissflow with reasonable documentation and explanation, together with underlying data, to substantiate any error and to assist Kissflow in its efforts to diagnose, reproduce and correct the error.
- General Platform-related queries are resolved within forty-eight (48) hours on business days. For defects that are confirmed by Kissflow product specialist, the following SLAs will apply:

Defects	Example	Immediate Work Around*	Permanent Fix
Critical	The system is down	4 hours	48 hours
Highly Important	An entire module is affected	24 hours	1 week
Medium	A feature within a module is affected	3 business days	Next release
Low	Annoyances	N/A	As seen fit by Kissflow's internal teams

*Immediate Work Around is an acceptable solution to the specific problem reported.

II. Service Levels

- Service Level Warranty. Kissflow warrants that it will provide 99% uptime of the Services in a month and all conversations that originate in the chat system will be responded to within twenty-four (24) hours, excluding weekends and local holidays. However, Kissflow generally responds in a much shorter time. For the purpose of clarity, "**Downtime**" shall mean a period of time during which the Platform is not available for use because of breakdown, excluding the time period during which the Platform is scheduled to be unavailable for use by end users due to such events as preventive maintenance or upgrades.
- Service Credit. In the event Kissflow fails to comply with the Service Level Warranty, the Customer shall have the right to receive a credit equal to 2% of its Charges for the Platform for that month ("**Service Credit**"). In the event Kissflow fails to comply with the Service Level Warranty in each of two (2) consecutive calendar months or more than four (4) calendar months in a year in aggregate, the Customer shall have the right to terminate this Agreement for cause,



in which case, Kissflow will refund to Customer any prepaid Charges for the remainder of its Term after the date of termination.

3. Request for Service Credit. In order to receive the Service Credit, the Customer must submit a request via email to support@kissflow.com within fifteen (15) days of the unavailability of the Services. Failure to comply with this requirement will result in forfeiture of the Customer's right to receive a Service Credit. In the event of any dispute between the Parties regarding the Service Credit for any given month, the Parties will coordinate in good faith to resolve any such dispute using available data and reporting.