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TRUECALLER SDK PRODUCT LICENSE AGREEMENT

Effective date: 17th March 2020

If you reside outside the European Union, European Economic Area and Switzerland ("Europe"), You are entering into this Truecaller SDK Product License Agreement with Truecaller International LLP and the terms of this agreement apply to You. If you reside in Europe the applicable terms are available [here](#).

THIS LICENSE AGREEMENT FOR THE TRUECALLER SDK PRODUCT (THIS "**AGREEMENT**") IS A LEGALLY BINDING AGREEMENT BETWEEN TRUECALLER INTERNATIONAL LLP, A LIMITED LIABILITY PARTNERSHIP INCORPORATED UNDER THE LAWS OF INDIA, ("**TRUECALLER**") AND YOU ("**YOU**" OR "**PARTNER**"). IF YOU ARE USING TRUECALLER SDK PRODUCT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THEN "PARTNER" OR "YOU" MEANS THAT ENTITY, AND YOU ARE BINDING THAT ENTITY TO THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT, IF THE PARTNER IS AN ENTITY, THIS AGREEMENT IS ENTERED INTO BY AN EMPLOYEE OR AGENT WITH ALL NECESSARY AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. TRUECALLER IS WILLING TO LICENSE THE TRUECALLER SDK PRODUCT, TRUECALLER TRADEMARKS AND OTHER DOCUMENTATION DESCRIBED BELOW TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT AND TRUECALLER TERMS OF SERVICE (INCLUDING THE TRUECALLER PRIVACY POLICY) AVAILABLE [HERE](#). BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE, THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, TRUECALLER IS UNWILLING TO AND DOES NOT AND WILL NOT LICENSE THE TRUECALLER SDK PRODUCT, TRUECALLER TRADEMARKS OR PROVIDE THE DOCUMENTATION TO YOU. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MAY NOT COMMENCE ANY INSTALLATION PROCESS AND YOU SHALL NOT USE THE TRUECALLER SDK PRODUCT OR RETAIN ANY COPIES OF THE TRUECALLER SDK PRODUCT OR DOCUMENTATION, EVEN IF YOU HAVE IN ANY MANNER COME INTO POSSESSION THEREOF. ANY USE OR POSSESSION OF THE TRUECALLER SDK PRODUCT, TRUECALLER TRADEMARKS AND/OR DOCUMENTATION BY YOU IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

Each of Truecaller and Partner is hereinafter referred to as a "**Party**" and, jointly, as the "**Parties**".

1. Definitions

- (a) "**Affiliate**" means any entity which is controlled by, in control of, or is under common control with a party to this Agreement, where "control" means either the power to direct the management or affairs of the entity or ownership of 50% or more of the voting securities of the entity.
- (b) "**Designated Countries**" means all countries other than Non-Designated Countries.
- (c) "**Non-Designated Countries**" means the U.K., Switzerland and countries in the European Union and European Economic Area.

2. Use of the Truecaller SDK Product

- 2.1 Subject to the terms and conditions of this Agreement and Truecaller's approval of Partner, Truecaller hereby agrees to provide to the Partner during the term of this Agreement a software development kit which, when integrated with the Partner's mobile and web applications, will enable the Partner to,

via its mobile and/or web applications, offer Truecaller verified phone number based engagement options to end users as further specified in [Exhibit 1](#) ("**Truecaller SDK Product**"). For the avoidance of doubt, access to the Truecaller SDK Product will at all times be subject to the applicable Truecaller application's end users giving their consent to engaging the Partner's mobile or web application.

- 2.2 Upon acceptance of this Agreement, Truecaller will provide the Partner with access to the Truecaller SDK Product in object code format via email or downloadable format. Subject to the terms and conditions of this Agreement, Truecaller hereby grants to the Partner for the Designated Countries a limited, non-exclusive, non-sublicensable, non-transferrable, royalty-free, license to use the Truecaller SDK Product (except in the Non-Designated Countries as specified in this Section 2.2 below, for which the governing agreement will be separate and the contractual Truecaller entity will be Truecaller Sweden) during the term of this Agreement in object code form only, solely for the purpose of using the Truecaller SDK Product for its own internal and limited beta testing and complete production roll out of the service for its end users. Subject to the terms and conditions of this Agreement, Truecaller hereby also grants to the Partner a right to use the Truecaller trademarks and logotypes specified in [Exhibit 1](#) ("**Truecaller Trademarks**") in connection with the use of the Truecaller SDK Product in its mobile and web applications and in accordance with any written or published instructions issued by Truecaller from time to time. Notwithstanding the foregoing, the Partner may not launch the Truecaller SDK Product for use by end users or use the Truecaller Trademarks unless and until the Partner does SDK Product integration in accordance with the terms of this Agreement.
- 2.3 In no event may the Partner disclose to a third party, modify, copy, export, re-export, sublicense, sell, rent, lease, commercialize, or use the Truecaller SDK Product in any manner that is not expressly permitted under this Agreement or which would be inconsistent with this Agreement. To the extent permitted by applicable mandatory law, licensee undertakes not to (or attempt to) by itself or permit others to reverse engineer, reverse compile, or disassemble the Truecaller SDK Product or any part thereof.
- 2.4 All intellectual property rights of Truecaller shall at all times be the exclusive property of Truecaller, including, but not limited to, Truecaller's intellectual property rights in the Truecaller SDK Product and the Truecaller Trademarks. Nothing in this Agreement shall constitute or be construed as a transfer of ownership of the intellectual property rights of Truecaller or to otherwise give the Partner any proprietary rights in Truecaller's intellectual property rights, including, but not limited to, Truecaller SDK Product and the Truecaller Trademarks.
- 2.5 Except as expressly set forth in this Agreement, the Partner shall have no right to use Truecaller's intellectual property rights, including, but not limited to, Truecaller SDK Product and the Truecaller Trademarks.
- 2.6 The Partner hereby undertakes not to use the Truecaller SDK Product or the Truecaller Trademarks in connection with any content which in Truecaller's opinion is illegal, obscene, threatening, defamatory, invasive of privacy, religious sensitivity, infringing of intellectual property rights, injurious to third parties or objectionable. The Partner hereby also undertakes not to include ads on any page upon which the Truecaller Trademarks are displayed. Partner's use of Truecaller Trademarks including but not limited to Truecaller logos for any purposes not envisaged in this Agreement will be limited and subject to Truecaller's prior written approval and discretion.
- 2.7 The Partner hereby agrees that the form and nature of the Truecaller SDK Product that Truecaller provides may change without prior notice to You and that future versions of the Truecaller SDK Product may be incompatible with applications developed on previous versions of the Truecaller SDK Product. You agree that Truecaller may stop (permanently or temporarily) providing the Truecaller

SDK Product (or any features within the Truecaller SDK Product) to You at Truecaller's sole discretion, without prior notice to You.

2.8 Truecaller may make changes to this Agreement as it distributes new versions of the Truecaller SDK Product. When these changes are made, Truecaller will make a new version of this Agreement available on its website and such modified version of the Truecaller SDK Product Agreement will govern the Partner's existing use of Truecaller SDK Product.

2.9 The Partner may elect to provide Truecaller with ideas or suggestions, however submitted, under this Agreement for the purpose of improving the Truecaller SDK Product (hereinafter "**Feedback**"). Truecaller will be free to exploit and disclose any Feedback on an unrestricted basis without having to notify or compensate the Partner. The Partner hereby releases Truecaller from all liability and obligations that may arise from the receipt, review, use, distribution, disclosure or sub licensing of any portion of any Feedback in connection with the Truecaller SDK Product.

3. Use of End User Data

3.1 The Partner hereby undertakes to obtain explicit and informed consent from the end users' prior to collecting and processing any data provided to the Partner by Truecaller or the end users via the Truecaller SDK Product ("**End User Data**"). The Partner hereby also undertakes to (i) where required by applicable law to provide to the end users a publicly available and easily accessible privacy policy that explains the data that the Partner will collect and how the Partner will process such data and comply with such privacy policy; (ii) comply with applicable data protection laws; (iii) implement and maintain administrative, organizational, physical and technical safeguards that prevent any unauthorized collection, use, disclosure of, or access to End User Data; and (iv) upon an end user's request delete all End User Data relating to such end user.

3.2 The Partner shall indemnify and hold Truecaller harmless from any and all claims, costs, expenses, damages and/or losses resulting from a third party claiming that End User Data processed by the Partner under this Agreement violates the Partner's privacy policy or applicable data protection laws or does not comply with any obligations regarding the processing of End User Data set out herein.

4. No Warranties and Limitation of Liability

4.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUECALLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED WITH RESPECT TO PROVISION OR USE OF THE TRUECALLER SDK PRODUCT OR THE TRUECALLER TRADEMARKS, THEIR QUALITY, PERFORMANCE, DATA ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. AS A RESULT, THE TRUECALLER SDK PRODUCT AND THE TRUECALLER TRADEMARKS ARE PROVIDED "AS IS" AND THE PARTNER IS ASSUMING THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE.

4.2 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTNER EXPRESSLY AGREES THAT TRUECALLER SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, DATA AND GOODWILL, ARISING OUT OF THIS AGREEMENT.

5. Confidentiality

5.1 Each Party agrees not to reveal to third parties Confidential Information, which the Party (the "**Receiving Party**") obtains from the other Party (the "**Disclosing Party**") or which arises during the use of the other Party's data (including the terms of this Agreement) and not to use such information for any other purpose than for the fulfilment of this Agreement.

5.2 Confidential information is any item of information technical, commercial or of any other nature regardless of whether or not such information has been documented (the “**Confidential Information**”), with the exception of information, (i) which is generally known or which becomes a matter of general knowledge in a manner other than through the Receiving Party’s breach of the provisions of this Agreement; (ii) information, which the Receiving Party can prove that it possessed before receiving it from the Disclosing Party; or (iii) information, which the Receiving Party received or will receive from a third party when the Receiving Party does not have a duty of secrecy to such party.

5.3 The Receiving Party agrees to ensure that its Affiliates including entities, owners, leading personnel, consultants or board members do not disclose Confidential Information to third parties. The Receiving Party is thus under a duty to ensure that employees who can be expected to come into contact with Confidential Information are required to keep such Confidential Information secret to the same extent that this Agreement requires the Receiving Party itself to do so.

5.4 This Section 5 shall survive the termination of this Agreement, together with any other sections in this Agreement necessary to give effect thereto.

6. Term and Termination

6.1 This Agreement shall be effective upon acceptance by Partner and shall continue until terminated. Partner may terminate the Agreement at any time by deleting and destroying all copies of the Truecaller SDK Product and all related information in its possession or control; provided that Partner also inform Truecaller in writing at the time of such termination by sending an email to us at developersupport@truecaller.com. This Agreement terminates immediately and automatically, with or without notice, if Partner fails to comply with any provision hereof.

6.2 Truecaller may at any time terminate this Agreement, either with or without cause, upon notice to Partner.

6.3 Upon termination of the Agreement, Partner must immediately terminate any use of the Truecaller SDK Product and the Truecaller Trademarks and permanently delete or destroy all copies of the Truecaller SDK Product, Truecaller Trademarks and other Truecaller data and documentation in its possession, and the license and other rights granted to Partner in this Agreement shall terminate.

7. Miscellaneous

7.1 Truecaller reserves the right to modify or amend this Agreement at any time by providing revised Agreement to the partners or by publishing the revised Agreement on its website or by other means of communication. To the extent that such amendments are detrimental to the Partner, the Partner shall be entitled to terminate the Agreement by providing written notice to Truecaller. You will always find the latest version of the Agreement here. Any continued use by You of the Truecaller SDK Product following publication or notification of the revised Agreement constitutes Partner’s acceptance to the revised Terms.

7.2 Partner may not, nor shall it attempt to, assign, or otherwise transfer or pledge or grant any other security interest in or over any of its rights and/or obligations under this Agreement, without the prior written consent of Truecaller. For the sake of clarity, Truecaller may assign its rights and/or obligations under this Agreement to any legal entity which directly or indirectly controls, is controlled by or under common control with Truecaller.

- 7.3 The Partner undertakes to follow all export control laws and regulations relating to the licensed technology and represents that it is not prohibited from accessing the Truecaller SDK Product under any applicable law.
- 7.4 Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 7.5 In the event a term or provision in this Agreement is found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions of the whole of this Agreement, but shall be deemed modified to the extent necessary to render it enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest extent permissible the intent of the Parties as agreed within this Agreement.
- 7.6 This Agreement shall be governed by the substantive laws of India. The Parties agree that the International Convention on Sale of Goods (CISG) shall not apply to the Agreement.
- 7.7 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, (the "**ACA**") presided by a sole arbitrator jointly appointed by the Parties. Judgment upon the arbitral award may be entered in any court having jurisdiction over the Parties or their assets. The seat of arbitration shall be New Delhi, India and the language to be used in the arbitral proceedings shall be English. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis- à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar. In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.
- 7.8 The Partner acknowledges and agrees that any breach of or default of its obligations under this Agreement inter alia relating to the ownership, license or usage of Truecaller's intellectual property rights, including, but not limited to, Truecaller's intellectual property rights in the Truecaller SDK Product and the Truecaller Trademarks, may result in irreparable and continuing damage to Truecaller for which there will be no adequate remedy at law and that, in the event of any breach or default relating to the ownership, license or usage of Truecaller's intellectual property rights, including, but not limited to, Truecaller's intellectual property rights in the Truecaller SDK Product and the Truecaller Trademarks under this Agreement, Truecaller shall be entitled to seek injunctive relief (including specific performance).

BY CLICKING ON THE CONFIRMATION BOX, USING OR DOWNLOADING THE TRUECALLER SDK PRODUCT YOU REPRESENT, WARRANT AND CERTIFY THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY YOU REPRESENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.