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You agree to pay such charges as Complygate Limited deems fit to impose as a service charge for the provision of the Software and Documentation. The total sum of this amount will be clearly stated to you before the commencement period and may be paid in a single payment at the beginning of the commencement period or on a monthly basis at the discretion of Complygate Limited. A licence to the software and documentation will be granted upon payment of the service charge or upon the acceptance of monthly payment agreement between you and Complygate Limited. Any payment made for the purposes of a service charge is non-refundable. If monthly payment is being made the full amount is payable at any time upon request from Complygate Limited and may not be discounted if service is terminated before the end of the commencement period. If such is the case and this agreement is terminated before the full service charge has been paid by you to Complygate Limited the full amount of service charge is payable as if it were paid in full at the beginning of the commencement period immediately.

10. Termination

This Licence Agreement is effective until it is terminated. You may terminate this Licence Agreement at any time by returning to Complygate Limited all copies of the Software and Documentation in your possession or under your control. If you decide to terminate this agreement you will be liable for any service charge outstanding in respect of a commencement period.

Complygate Limited may terminate this Licence Agreement for any reason, with immediate effect by giving you notice in writing including, but not limited to, if Complygate Limited finds that you have violated any of the terms of this Licence Agreement. Upon notification of termination, you agree to destroy or return to Complygate Limited all copies of the Software and Documentation and to certify in writing that all known copies, including backup copies, have been destroyed. All provisions relating to confidentiality, proprietary rights, and non-

disclosure shall survive the termination of this Software Licence Agreement. If Complygate Limited decide to terminate this agreement due to the above you will be liable for any service charge outstanding in respect of a commencement period.

11. Renewal

Your licence to HR Software platform will last for an initial term of twenty-four (24) months and will then automatically terminate unless you give us notice in writing at least thirty (30) days before the end of the term in which case it will continue for a further period of six months. Thereafter the service will last for periods of six months and will automatically terminate unless you give us notice in writing at least 30 days before the end of each six-month period in which case the service will continue for another six month term.

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This Licence Agreement shall be construed, interpreted and governed by the laws of England and Wales without regard to conflicts of law provisions thereof. The exclusive forum for any disputes arising out of or relating to this Licence Agreement shall be the courts of England and Wales unless you are resident in Northern Ireland in which case you may commence suit in the courts of Northern Ireland or if you are resident in Scotland in which case you may commence suit in the courts of Scotland. This Licence Agreement shall be the entire Agreement between the parties hereto. Any waiver or modification of this Licence Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Licence Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Licence Agreement shall be interpreted so as to reasonably affect the intention of the parties.

Agreed by- Rajiv Ranjan
CEO
04/03/2021