



Customer Engagement Software Market Overview

Statement of Work (SoW)

19 February 2025

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ABOUT ZINNOV

Zinnov is a management consulting firm founded in 2002, providing services in the area of Engineering & Digital Excellence, Business Excellence and Market Expansion to Fortune 1000 companies. At Zinnov, we work in tandem with our clients to tackle organizational challenges, improve performance and build institutional capability. With advanced reasoning and analytical techniques, Zinnov provides customers with solutions that help in integrating organizational vision, business definition and processes.

Engineering & Digital Excellence: Over the last decade, Zinnov has helped global companies in truly globalizing their work functions thereby addressing numerous challenges associated with it. Zinnov caters to the entire value chain of globalization and provides customized solutions to its clients. Zinnov has five primary service offerings under Engineering & Digital Excellence – Global centers setup strategy, Transformation strategy, Partner strategy, Innovation and Globalization Accelerator Platform.

Business Excellence: Our advisory services for service providers are designed towards creating maximum impact across three critical dimensions of top line, bottom line and total customer experience. Years of research, consistent benchmarking, practitioner’s approach, robust frameworks and our deep understanding of end customers enable us commit to tangible and actionable outcomes in any of our engagements. Be it a full-service provider with integrated engineering services capability or a niche product engineering service provider, as go to market partners, we have crafted success stories for service providers of all sizes and forms.

Market Expansion Consulting: This is our research & Insights-based consulting approach to help companies expand in existing and newer markets. It helps our customers create sustainable competitive advantage and/or create a paradigm shift in the way business is done. We deliver value with methodologies encapsulating the application of fact-based, structured thinking to business problems, a wide repertoire of business domain knowledge and analytical skills, an onsite-offshore consulting model and cost-effective, high-quality solutions.

ZINNOV’S UNDERSTANDING

Capillary Technologies is revising its DRHP for SEBI filing and requires updates to **Zinnov’s Feb’23 “Customer Engagement Software Market”** report to incorporate regulatory considerations and recent market developments

Zinnov has been engaged to update the 2023 industry report, aligning it with the latest SEBI guidelines and incorporating factual changes since the initial filing

The revised report will showcase Capillary Technologies’ capabilities, strengths, and market positioning to the investor community. roadshow

DETAILS OF THE ENGAGEMENT

The report built by Zinnov will cover a deep dive on the overall market and addressable market. It will also help define key metrics in the SaaS industry.

The focus of the report will be on Customer Engagement Software and will cover the following areas:

- Global Macroeconomic Variables
- Global Consumer Industry Size
- Industry Trends in Customer Engagement and Loyalty
- Global Customer Engagement Software Space: Market size, projections, geographic split, and addressable market
- Overview of SaaS Business Model, its Key Metrics: trends and implications
- Capillary Technologies: Company Overview
- Competitive Landscape and Capillary’s positioning
- Recent IPOs (India) in the Loyalty and Customer Engagement Space
- Threats and Challenges to Capillary Product and Services

Zinnov will undertake an analysis on the following dimensions

Topic	Coverage
1. Global Macroeconomic Variables	<p>Global GDP growth (historical and projections) along with key drivers</p> <ul style="list-style-type: none"> ○ The Contributions of various sectors to GDP with a focus on consumer facing sectors and their growth trajectory ○ Global consumption trends, growth drivers, region-wise split (across North America, APAC, EMEA), historical and projected market size <p>Contribution of consumption expenditure to GDP across different economies</p> <p>Global Internet penetration and ecommerce adoption</p> <ul style="list-style-type: none"> ○ Growth trends and drivers of internet users, smartphone adoption
2. Global Consumer Industry Size	<p>5 years historical and 5 years forecast growth of consumer led industries</p> <p>Split by North America, APAC, EMEA</p>

	<p>Segment split:</p> <ul style="list-style-type: none"> ○ Retail goods and services market - Increasing share of organized retail in each region ○ Quick service restaurants market ○ Fuel Retail Market - Consumer fuel market and Fleet Fuel market ○ Travel and hospitality market ○ BFSI ○ Healthcare ○ Consumer Packed Goods (CPG) <p>Industry growth drivers, demand and supply factors</p> <p>Shifting of consumer behaviour influenced by e-commerce, D2C models, omnichannel retail quick commerce, and social media</p> <p>Importance of customer engagement and loyalty</p>
<p>3. Industry Trends in Customer Engagement and Loyalty</p>	<p>Industry trends in customer engagement and loyalty, emphasizing its evolution into a strategic growth channel for product and services brands, leading to increased investment, spending, and budget allocation in this space</p> <ul style="list-style-type: none"> ○ The high cost of new customer acquisition, driving a stronger focus on customer metrics such as NPS, customer retention, and lifetime value (LTV) ○ The emergence of multiple channels enabling brands to maintain continuous engagement with customers <p>Traditional incumbents introducing loyalty programs to stay competitive with new market entrants or as a strategic response to an increasingly competitive landscape</p> <ul style="list-style-type: none"> ○ Case studies of recently launched large-scale loyalty programs (2-3 examples) along with insights into upcoming major deals and RFPs <p>The evolution and key growth drivers of loyalty as a channel, along with the increasing enterprise investment in customer engagement software</p> <ul style="list-style-type: none"> ○ Analysis of sales & marketing budgets of publicly-listed firms ○ Personalisation-led sales ○ Examples of successful loyalty programs in retail and other industry verticals ○ Case examples comparing spending patterns of loyalty members vs non-loyalty members ○ Return on investment (ROI) on loyalty spends ○ Acquisition cost of new customers vs retaining existing ones ○ Role of technology in enhancing customer experience, ○ Trends in customer preferences shifting towards seamless, real-time, omnichannel engagement and loyalty solutions ○ The growing adoption of AI/ML for actionable insights, real-time and predictive analytics, and behavioral targeting ○ The shift of customers from agencies to technology -driven platform ○ The increasing preference of companies offering vertical-focused loyalty solutions and domain expertise in program

	<p style="text-align: center;">implementation</p> <p>Shift from points-based subscriptions to holistic loyalty programs (omnichannel shopping, real-time engagement, advanced analytics requirements, etc.)</p> <p>Emerging state of customer engagement, including long gestation periods (1-2 years) for acquiring new client accounts, and the challenges of organic growth in the industry</p> <p>The impact of loyalty programs on business growth and customer retention across various industries, including CLTV improvements and brand loyalty enhancements, along with increased customer spending and engagement with the brand</p> <p>Security and privacy concerns related to first-party, second-party, and third-party data, and its impact on ad-tech along with the advantages of well-configured loyalty programs leveraging non-transactional data</p> <p>The growing adoption of in-house marketing technology platforms, and the role of system integrators (SIs) and strategic consultants in driving loyalty program adoption</p> <p>Product diversification through the increasing significance of loyalty in emerging industry verticals</p> <p>Case studies showcasing the adoption of modern, holistic loyalty programs</p> <p>Insights on market trends around - AI, personalisation, gamification, segmentation, omnichannel, behavioural targeting, predictive analyses, scalability, large corporate groups building unified loyalty programs etc.)</p>
<p>4. Global Customer Engagement Software Market</p>	<p>Marketing Technology Value Chain Overview</p> <ul style="list-style-type: none"> ○ Pre-Purchase Stage – Data & content management, master data management, profile unification ○ Purchase Stage – CRM, advertising & promotion, campaign management ○ Support & Post-Purchase Stage – Performance management, analytics & reporting, CRM & loyalty strategy ○ Role of Customer Engagement Software across the entire MarTech value chain <p>Brief Overview of Customer Engagement Market</p> <ul style="list-style-type: none"> ○ Size of global customer engagement spend ○ Share of customer engagement within overall marketing budgets ○ Share of customer engagement software within this spend <p>Definition of Customer Engagement software, key constituents (segments) of Customer Engagement software market, their size, including:</p> <ul style="list-style-type: none"> ○ Loyalty Management ○ Customer Experience ○ Customer Analytics ○ Rewards Management

	<p>Historical 5 years (FY20- FY25) and projected 5 years (FY 26 – FY30) size and growth trend for the above-mentioned segments</p> <p>Insight into Customer Engagement and loyalty spend as a %age of total Martech /Consumer Engagement Software spend</p> <p>Addressable market size for Capillary – TAM and SAM across Products and Services/Consulting</p> <ul style="list-style-type: none"> ○ Expected growth rate of addressable market over next 5 years ○ Market size by region and industry verticals – North America, APAC, EMEA; North America being the leader, and potential for disruption within the addressable market with APAC growing at a fast pace ○ Number of players across different regions ○ Market share of large players (leaders or lack of leaders thereof) <p>Addressable opportunities of Capillary in each geo section - perspectives on why US market is a preferred / large geo for customer engagement market</p>
<p>5. Overview of SaaS Business Model and Key Industry Metrics</p>	<p>Definition of SaaS: Ecosystem, drivers for widespread SaaS adoption by enterprises</p> <p>SaaS Market size: Historical growth, future projections, and key challenges</p> <p>Adoption of SaaS model by CRM / customer engagement software players and their evolution</p> <ul style="list-style-type: none"> ○ Adoption of self-serve models <p>The shift from agency-based and traditional loyalty models to SaaS solutions, placing the traditional agency model at risk of AI-driven disruption</p> <p>Key market events accelerating this transition from service-based to SaaS models</p> <p>Historical trends and implications of the below SaaS focused metrics on select public-listed competitors:</p> <ul style="list-style-type: none"> ○ Churn rate, revenue expansion rate, net dollar retention rate, growth in revenues by new client additions, total revenue growth, gross margins, EBITDA margins, Rule of 40, NPS scores, ARR/MRR, CAC - payback ○ Rewards metrics, Other Loyalty ROIs Used, Retention Efficiencies (cost of new customer acquisition vs. retention), operating expense ratio, ARR, Revenue per customers <p>Trends across the above metrics for:</p> <ul style="list-style-type: none"> ○ Large enterprise focused tech companies ○ SME focused players ○ Different sectors
<p>6. Capillary Technologies: Company Overview</p>	<p>History and Evolution: Founding, growth milestones, and vision</p> <p>Products/Services Offerings:</p> <ul style="list-style-type: none"> ○ Detailed overview of products and services - strategy and design of loyalty programs (consulting) to loyalty management platform (loyalty+), personalized customer engagement (Engage+), actionable insights (Insights+) and

	<p>Rewards (incentive platform and management))</p> <ul style="list-style-type: none"> ○ Services and consulting business includes - implementation / configuration of platform, account management, analytics, incident management, program design and loyalty strategy consulting <p>Case Studies showcasing Capillary’s impact on clients across geos and industry verticals</p> <p>Intellectual Property (IP): Overview of proprietary technologies and patents</p> <p>Partnerships & Alliances: Solution & Technology partners</p> <p>Analysis of acquisitions, including acquisition strategy, benefits for the acquirer and the target, and the additional value created through the acquisition</p> <p>Analysis of how operational excellence is being redefined through quick campaign execution, rapid implementation, enhanced employee efficiency, and vertically customized solutions</p> <p>Leadership position of Capillary as recognized by 3rd party analysts (subject to consent by rating companies like Gartner, Forrester)</p>
<p>7. Competitive Landscape and Capillary’s Positioning -</p>	<p>Competitive landscape - Competition in Customer Experience and Loyalty Management Software space</p> <ul style="list-style-type: none"> ○ Competitive analysis focusing on most relevant competitors (Kobie, Comarch, <u>Loyalty Juggernaut</u>, Bond Brand Loyalty, Annex Cloud, Epsilon, Merkle) ○ Product offerings (software / platforms), geographies served, key segments served within retail, key operating metrics, number of employees, key financials (Revenue, EBITDA, PAT), valuation in last funding round, headquarters, founding year, etc. <p>Capillary’s positioning and its comparison with compete players</p> <ul style="list-style-type: none"> ○ Organic business growth (internal expansion) and metrics like revenue growth rate, customer acquisition and retention rate, gross & operating margins. Inorganic strategy (Acquisitions and Roll-up strategy) ○ Benchmark Capillary’s positioning and product portfolio vis-a-vis competition (Benchmarking parameters – loyalty program management, loyalty marketing, program optimization, product vision and performance, partner ecosystem etc.) ○ Performance evaluation based on time to go live, campaign launch speed, employee-to-customer ratio, solution scalability, and technological advancements ○ Comparative benchmarking in loyalty space with - Kobie, Comarch, <u>Loyalty Juggernaut</u> Bond Brand Loyalty, Annex Cloud, Epsilon, Merkle) and latest KPIs <p>Analysis of acquisitions made by competitors, including a comparison of deal multiples</p>
<p>8. Recent IPOs in the SaaS space</p>	<p>IPOs of last 2-4 years in loyalty software, customer engagement and SaaS space in India</p>

9. Threats and Challenges to Capillary Products and Services	Industry-wide Risks & Challenges <ul style="list-style-type: none"> ○ Data privacy, security and compliance concerns ○ Competitive intensity, pricing pressures, regulatory trends ○ Evolution of customer engagement expectations
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ADDITIONAL NOTES:

All historical and projected metrics time period to be consistent across the report

Time period: FY20 to FY25 historically (last 5 years) and FY26 to FY30 for projections (next 5 years)

Currency across the report to be consistent in INR and USD. Key numbers to be shown in INR also (use of consistent currency exchange rate)

Number denomination to be consistent in MM and BN

The SOW has been colour coded in 3 different colours to indicate the scope of work

Colour-coding	Comments on scope of work
Green Font	All sections highlighted in Green colour will be refreshed and revised
Dark Blue Font	Sections highlighted in Dark Blue indicate additional scope of work

Zinnov proposes a 7-week period for the entire engagement. Zinnov will share an interim version with Capillary Technologies at the end of the third week. The proposed plan of delivery is as follows:

TIMELINE	Week1	Week2	Week3	Week4	Week5	Week6	Week 7
ACTIVITY	Global Macroeconomic variables, Global Consumer Industry Size	Industry Trends in Customer Engagement and Loyalty	Global Customer Engagement Software Space	Overview of SaaS Business Model and Key Industry metrics	Company Overview and Competitive Landscape & Capillary’s, Positioning	Recent IPOs in customer engagement space and Threats & Challenges to Capillary products	Buffer week - Any required refinements, clarifications
DELIVERABLES		Initial review and feedback on the strawman		Interim Review	First draft of the report	Final draft of the report and content for DRHP	

GOVERNANCE STRUCTURE

The governance and execution would be performed by the team as provided below.



FINANCIALS	
Price Category	Price in INR
Total Pricing for the final report (7 weeks engagement)	Rs. 32,19,000

Terms and Conditions:

Third party report (if needed) will be purchased and reimbursed on actuals, prior approval will be taken before the purchase.

Final delivery schedule will be published and mutually agreed upon in the kick-off call

50% of project invoice will be raised at start of engagement, 25% will be raised at the end of week 4, final 25% at the end of week 7

Any travel and stay related expenses will be charged to Capillary Technologies on actuals. Only pre-approved travels by Capillary Technologies will be paid.

Consultant shall submit invoices to Customer for payment as per this Statement of Work, which shall become payable within 30 days of receipt. Invoices must detail operational and travel expenses for reimbursement, with required supporting documentation as per Customer’s policies.

If invoices are not paid within the specified timeframe, Consultant may charge 2% interest per month on the overdue amount. Failure to pay may be considered a material breach, allowing Consultant to terminate the Agreement without liability.

Taxes, if any would be applicable as per the applicable laws

All the data shared between Zinnov and Capillary Technologies during the engagement would be under the purview of the NDA in place between Capillary Technologies and Zinnov dated 27th January 2025.

Additional legal terms are as follows.

LEGAL TERMS

1. Definitions

- i. **“Breach”** means any act or omission or untrue, inaccurate or misleading statement that constitutes a material breach of an obligation, representation, warranty or covenants by either party and includes the failure of either Party or their representatives to perform its obligations under this SoW and the term “Breached” would be construed accordingly.
- ii. **“Intellectual Property”** shall mean and include to the extent owned by, used by, permitted to be used by or licensed by one Party or to another Party as stated in the SoW, any or all of the following and all rights throughout the world in or arising out of: (i) all copyrights, copyrights registrations and applications thereof, and all other rights corresponding thereto throughout the world (**“Copyrights”**); (ii) improvements, discoveries, trade secrets, proprietary information, know-how, compilation of data, technology, technical data and customer lists, commercial and financial data and all documentation relating to any of the foregoing (whether registered or not); (iii) all internet domain names, universal resource locators; (iv) all trade names, business names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; and (v) all moral rights of authors and inventors, however denominated, throughout the world.
- iii. **“Party”** and **“Parties”** shall mean means **Zinnov Management Consulting Private Limited (“Consultant”)** and Capillary Technologies (**“Customer”**), individually be referred to as **“Party”** and collectively as **“Parties”**.
- iv. **“Services”** shall mean the report, developed and created for or delivered to Customer by Consultant under this SoW.

2. Intellectual Property Rights

- i. The Parties reserve all their respective rights to their previously and parallelly developed or created Intellectual Property. Such Intellectual Property shall remain the sole and exclusive property of such Party who has developed or created the same.
- ii. The Customer hereby acknowledges and agrees that all rights, title and interests in the Intellectual Property arising out of Services provided to Customer pursuant to this SoW shall vest solely and absolutely with the Consultant, including without limitation and encumbrance:
 - a. all Copyrights and equivalent rights in the Services throughout the world;
 - b. all moral rights in and to the Services which Customer hereby expressly waives irrevocably and perpetually in favor of Consultant; and
 - c. all other Intellectual Property rights in the Services.
- iii. All such Intellectual Property shall become and remain the exclusive property of Consultant or its nominees/ representatives whether or not registered or copyrighted at a later date and without regard to the expiry or termination of this SoW or the reasons for such termination.
- iv. The Consultant hereby grants a limited, non-exclusive, royalty-free, non-transferable license to Customer to use the Services under this SoW for its internal purposes as well as forming part of its

draft red herring prospectus (“**DRHP**”) intended to be filed by the Customer, as submitted by the Consultant, with the Securities and Exchange Board of India (the “**SEBI**”) and any relevant stock exchange(s) where its equity shares are proposed to be listed (the “**Stock Exchanges**”) and the red herring prospectus (“**RHP**”) and the prospectus (“**Prospectus**”) intended to be filed with the Registrar of Companies, Mumbai, Maharashtra (“**RoC**”) and thereafter filed with the SEBI and the Stock Exchanges, as well as in other documents in relation to its Initial Public Offer (“**Offer**”), and also limited to, in any publicity, research reports, presentation, marketing materials, press release or other materials, to be issued, published or filed by the Customer in relation to the Offer.

- v. In the event of failure of Customer to pay for the Services, then Consultant shall have a right to legally prevent Customer’s use of the Services.
- vi. Customer acknowledges that the Services may include either Customer’s own Intellectual Property or third party’s Intellectual Property to the extent provided under the present SoW.
- vii. In the event, Customer’s Intellectual Property is required to be used for this SoW, Customer shall be solely and entirely responsible to procure such third-party intellectual property and for all consequences of infringements by Customer’s own Intellectual Property of any third party intellectual property including if such intellectual property is embedded into the Services. Consultant and its representatives shall be indemnified by Customer for any liabilities that may be incurred by Consultant as a result of such infringement.

3. Confidentiality and Non - Disclosure

- i. All information disclosed by one party to the other that is written, graphic, machine readable or other tangible form and is marked “Confidential”, “Proprietary” or in some such manner to indicate its confidential nature shall be considered as Confidential Information (“**Confidential Information**”). The Parties agree and accept that any and all oral information disclosed by one Party to another pursuant to this SoW shall also be treated as Confidential Information for the purposes of this SoW, provided that such oral information is declared as confidential at the time of disclosure and reduced to a written summary, which is marked in a manner to indicate its confidential nature, that is delivered by the disclosing Party to the receiving Party within Seven (7) days after its oral disclosure. No part of the Confidential Information may be circulated, quoted, or reproduced for distribution outside the Customer’s organization without prior written approval from Consultant.
- ii. Customer and Consultant each agree to retain in confidence the information not publicly available in this SoW and all the Confidential Information exchanged therein. Each Party agrees to:
 - a. preserve and protect the confidentiality of the other Party’s Confidential Information;
 - b. refrain from using the other Party’s Confidential Information except as contemplated herein; and
 - c. not disclose such Confidential Information to any third party except to employees or agents as is reasonably required under this SoW (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees).
- iii. Notwithstanding the foregoing, either Party may disclose Confidential Information of the other Party which is:
 - a. already publicly known;

- b. discovered or created by the receiving Party without reference to the Confidential Information of the disclosing Party, as shown in records of receiving Party;
 - c. otherwise known to the receiving Party through no wrongful conduct of the receiving Party,
 - d. required to be disclosed by law or court order or
 - e. with the prior written consent of the other Party.
- iv. Moreover, either Party hereto may disclose any Confidential Information hereunder to such Party's agents, attorneys and other representatives or any court of competent jurisdiction or any other party empowered hereunder as reasonably required to resolve any dispute between the Parties hereto.
- v. Upon expiry or termination of this SoW, or at any time upon disclosing Party's request, the receiving Party shall promptly, at disclosing Party's option, either return or destroy all (or, if disclosing Party so requests, any part) of the Confidential Information previously disclosed, and all copies thereof, and receiving Party shall certify in writing as to its compliance with the foregoing.

4. Representations, Warranties & Disclaimer

- i. Except as expressly set forth in this clause 4, Consultant expressly disclaims, and Customer hereby expressly waives any and all representations and warranties relating to the quality or performance of the Services and all implied conditions, warranties and other terms and conditions including without limitation warranty of merchantability, non-infringement, marketability, profitability, reasonable care and skill and/ or fitness for a particular purpose. Except as expressly set forth in this clause 4, all services and deliverables are provided on an "as is" basis. Customer is responsible for reviewing the Services to ensure their accuracy and completeness and for the results obtained from the use of the Services. Consultant does not warrant or guarantee that any successful commercial results will be obtained by Customer as a result of the Services rendered by Consultant under this SoW.
- ii. Each Party hereby further represents and warrants to the other that:
 - a. it has all requisite power and authority, necessary to enter into this SoW and to carry out and/or perform and discharge its obligations.
 - b. The execution, delivery and performance of this SoW have been duly authorized and upon execution and delivery, the SoW will be legal, valid and binding obligation and enforceable in accordance with its terms.
 - c. The execution and delivery of this SoW does not violate any law or constitute a breach or default under any documents, contracts, agreements or any other instruments to which they are a party or which are applicable to it and it will not constitute a violation of any judgment, order or decree.
 - d. With respect to any Confidential Information, knowledge or data disclosed by the discloser to the recipient in the performance of this SoW, the discloser has the full, unrestricted and irrevocable right to disclose the same. Further, each Party shall undertake all reasonably necessary steps and measures to restrain its representatives from the unauthorized disclosure or use of Confidential Information, including but not limited to, the execution of confidentiality agreements by and between such Party and such representatives.
 - e. Each Party's use of the Intellectual Property or Confidential Information pursuant to this SoW will not at any time infringe any Intellectual Property of any third party or confidentiality obligations with any third party.

- f. Customer shall not use the Services in any manner other than the use specified for or which is in violation of any law or regulation.
- g. Each Party shall comply with all applicable laws (including data privacy laws) while performing its obligations under this SoW

5. Indemnity

- i. Each Party hereby agrees to indemnify and hold harmless third-party claims, liabilities, suits or damages, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with:
 - a. death, bodily injury or damage to property incurred directly by a third-party as a direct result of a Breach by the Party.
 - b. the Party's failure to comply with any applicable laws.
 - c. gross negligence or wilful misconduct by a Party.
- ii. For purposes of this clause 5, each Party shall be responsible for the actions of their respective directors, employees, agents, consultants, subcontractors and clients, within the scope and course of this SoW, whose actions or activities are, either directly or indirectly, under or subject to the reasonable control of such Party, as the case may be.
- iii. Each Party hereby agrees to defend and settle any third-party claims, liabilities or damages, costs or expenses (including without limitation reasonable attorneys' fees and expenses) claiming infringement of such third-party's intellectual property rights.
- iv. Each Party's obligation to indemnify or defend and settle any third-party claims, liabilities, suits shall be subject to the other Party:
 - a. Promptly notifying the party.
 - b. Granting rights to the party to defend or settle the claim.
 - c. Providing reasonable cooperation in such defence or settlement.
- v. Notwithstanding any other provisions of this SoW, Consultant shall not be liable for:
 - a. any claim based on Customer's use of the Services as provided after consultant has informed Customer of modification or changes in the Services that are required to avoid such claims.
 - b. use or modifications to service offerings not performed by consultant.
 - c. Customer's willful misconduct, negligence or fraud.
 - d. any commercial results obtained by Customer because of the Services rendered by Consultant under this SoW.

6. Limitation of Liability

- i. In no event shall either party be liable to the other party for any indirect, incidental, consequential, special or exemplary, punitive damages (even if such party has been advised of the possibility of such damages) arising from any provision of this SoW. Neither party shall be liable, whether or not in an action in negligence, contract, strict liability, tort or based on a warranty or other legal theory, in any way to the other party or any other person for any lost profits or revenues, loss of use, loss of data or costs of procurement of substitute goods, licenses or services or similar economic loss.
- ii. Without prejudice to the foregoing, each party's aggregate liability under this SoW shall not exceed the total fees payable under this SoW by Customer to the Consultant.

7. Term, Termination And Consequences

- i. This SoW shall become effective as of date specified in the Authorization section of (**“Effective Date”**) and shall remain in effect for a period of seven (7) weeks as stated above in the Timelines clause.
- ii. Either Party may also terminate this SoW for convenience upon thirty (30) days’ written notice to the other Party.
- iii. Either Party may terminate this SoW upon a material Breach by the other Party if such Breach is not cured within thirty (30) days of notice of the Breach. Upon receipt of notice of such termination by Customer, Consultant shall inform Customer of the extent to which performance has been completed through such date and collect and deliver to Customer whatever Services then exists in a manner prescribed by Customer. Customer shall pay Consultant for all work performed till the date of effective termination. Notwithstanding anything contained herein, Customer shall also reimburse Consultant for all pre-approved expenses incurred by consultant for executing the SoW irrespective of the stage of completion of the SoW.
- iv. This SoW terminates automatically, with no further action of either Party, if either Party is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business or if a receiver is appointed on account of either Party’s insolvency. In the event of bankruptcy, the Customer is liable to make all payments upto the stage completed under the SoW to the Consultant.
- v. In the event of termination by Consultant for non-payment by Customer, the Consultant shall be entitled to retain all Services and the rights, titles and interests in such Services till such time as Consultant receives all payments relating to Services developed by Consultant in accordance with this SoW.
- vi. In the event of Breach of this SoW by either Party, the Confidential Information and the Intellectual Property furnished by one Party to the other Party under the terms and conditions of this SoW shall, be forthwith returned to or destroyed by the other Party and a certificate of destruction signed by each Party be submitted to the other Party within 07 (seven) days from the termination of the SoW.
- vii. Each Party shall forthwith cease to use any Confidential Information and shall exercise all such endeavours so as to ensure that the other Party is in no manner related to them by the public.
- viii. The obligations under clauses which by their very nature survives, shall survive the termination or lapse of the SoW.

8. Governing Law & Dispute Resolution

- i. This SoW shall be interpreted in accordance with the laws of India. Notwithstanding any other provisions of this SoW to the contrary, the Parties agree that a remedy at law for any breach of the foregoing covenants would be inadequate and that the Parties may, in addition to any other remedies available, shall also be entitled to apply for specific or injunctive relief. The Parties further agree that the exclusive jurisdiction for any disputes arising out of or in connection with this SoW shall lie in the courts located in Bangalore, India.

AUTHORIZATION

The parties have caused this work order to be executed by their respective authorized representative's effective as of the last signature date below.

Capillary Technologies India Ltd.

Name: Aruna Subramanian

Title: Head - Legal

Aruna Subramanian
Signature: _____

Date: Feb 21 2025 01:06 IST

Zinnov Management Consulting Pvt. Ltd.

Name: Sidhant Rastogi

Title: President

Signed by:
Sidhant Rastogi
Signature: EEFC80CA468A454...

Date: 2/24/2025