Truecaller SDK Product License Agreement

Effective date: 24 May 2024

If you reside, or your company ("**You**" or "**Partner**") is registered in the European Union, European Economic Area and Switzerland ("**Europe**"), You are entering into this Truecaller SDK Product License Agreement (the "**Agreement**") with True Software Scandinavia AB ("**Truecaller**") and the terms of this agreement apply to You. If your company is registered outside of Europe the applicable terms are available here.

THIS AGREEMENT IS LEGALLY BINDING BETWEEN TRUECALLER AND YOU. IF YOU ARE USING THE TRUECALLER SDK ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, "YOU" REFERS TO THAT ENTITY, WHICH YOU WARRANT YOU HAVE THE AUTHORITY TO BIND TO THIS AGREEMENT. TRUECALLER AGREES TO LICENSE THE TRUECALLER SDK, TRADEMARKS, AND RELATED DOCUMENTATION TO YOU (AS DETAILED HEREIN), PROVIDED YOU ACCEPT AND ADHERE TO THE TERMS OF THIS AGREEMENT AND THE TRUECALLER TERMS OF SERVICE, INCLUDING THE PRIVACY POLICY.

BY ACCEPTING THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT INSTALL, USE, OR RETAIN ANY COPIES OF THE TRUECALLER SDK OR RELATED DOCUMENTATION. ANY USE OF THE TRUECALLER SDK AND ASSOCIATED TRADEMARKS IS STRICTLY SUBJECT TO THE TERMS 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 U.K., Switzerland and all countries in the European Union and European Economic Area.

(c) "**Non-Designated Countries**" means the rest of the world's countries, not included in Designated Countries.

(d) "**SDK Product**" means the Truecaller verification SDK, which allows third-party mobile and web apps to verify, sign up, or log in users through their Truecaller accounts, or verify non-users via phone number verification performed by Truecaller, as further specified in Exhibit 1.

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 the SDK Product. For the avoidance of doubt, access to the 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 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 SDK Product (except in the Non-Designated Countries, for which a separate agreement applies with Truecaller International LLP as the contracting entity) during the term of this Agreement in object code form only, solely for the purpose of using the SDK Product for its own internal and limited beta testing and complete production roll out of the service for its end users.

2.3 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, or as included in the Truecaller SDK Product or otherwise provided by Truecaller ("**Truecaller Trademarks**") in connection with the use of the 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 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. Partner may not use Truecaller Trademarks for any other purpose than what is stated herein.

2.4 In no event may the Partner disclose to a third party, modify, copy, export, re-export, sublicense, sell, rent, lease, commercialize, or use the 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, Partner undertakes not to (or attempt to) by itself or permit others to reverse engineer, reverse compile, or disassemble the SDK Product or any part thereof.

2.5   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 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, SDK Product and the Truecaller Trademarks.

2.6   The Partner hereby undertakes not to use the 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 SDK Product that Truecaller provides may change without prior notice to You and that future versions of the SDK Product may be incompatible with applications developed on previous versions of the SDK Product. You agree that Truecaller may stop (permanently or temporarily) providing the SDK Product (or any features within the SDK Product) to You at Truecaller's sole discretion, without prior notice to You.

2.8   Truecaller reserves the right to modify, amend, or replace this Agreement at any time. The updated terms will be available at the link of this document, and it is the Partner's responsibility to regularly review these terms to stay informed of any changes. Continued use of the SDK Product after any such updates constitutes acceptance of the new terms. Partners are encouraged to review the terms prior to downloading or using updated versions of the 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 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 SDK Product.

3.   Use of End User Data

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 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.

4.   Partner Indemnification

PARTNER ('INDEMNIFYING PARTY') AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TRUECALLER, AND ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND SUCCESSORS AGAINST ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES, PENALTIES, COSTS, AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, ARISING FROM ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND COVERS CLAIMS RELATED TO THE MISUSE OF THE SDK PRODUCT, BREACHES OF THIS AGREEMENT OR THE TERMS OF SERVICE, OR ANY VIOLATIONS OF LAW OR RIGHTS OF A THIRD PARTY.

5.   No Warranties and Limitation of Liability

5.1   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 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 SDK PRODUCT AND THE TRUECALLER TRADEMARKS ARE PROVIDED "AS IS" AND THE PARTNER IS ASSUMING THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE.

5.2   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.

6.   Confidentiality

6.1   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.

6.2   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 which: **(i)** 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)** the Receiving Party can prove that it possessed before receiving it from the Disclosing Party; **(iii)** 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, or **(iv)** is required to be disclosed in due to a valid court or governmental order, applicable stock exchange rules, or rules of recognized market places, or in preparation for a Party's listing on a recognized stock exchange. Such disclosure is permitted only to the extent and for the purposes required by the order, and the Receiving Party must, when permitted by applicable law, notify the Disclosing Party before the disclosure.

6.3   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.

6.4   This Section 6 shall survive the termination of this Agreement, together with any other sections in this Agreement necessary to give effect thereto.

7.   Term and Termination

7.1   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 SDK Product and all related information in its

possession or control; provided that Partner also informs 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.

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

7.3 Upon termination of the Agreement, Partner must immediately terminate any use of the SDK Product and the Truecaller Trademarks and permanently delete or destroy all copies of the 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.

8. Miscellaneous

8.1 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 SDK Product following publication or notification of the revised Agreement constitutes Partner's acceptance to the revised Terms.

8.2 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.

8.3 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 SDK Product under any applicable law.

8.4 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).

8.5 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.

8.6 This Agreement shall be governed and construed in accordance with the laws of Sweden, excluding its choice of law rules. All disputes arising out of or in connection with this Agreement shall be adjudicated exclusively in Sweden, with the District Court of Stockholm as the court of first instance. The Parties agree that the International Convention on Sale of Goods (CISG) shall not apply to the Agreement.

8.7 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 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 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 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.