

END USER LICENCE AGREEMENT

THIS END-USER LICENSE AGREEMENT ("EULA") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND KU PERFORMANCE SERVICES LLP ("KUPSL"). BY CLICKING ON THE "I AGREE" BUTTON BELOW AND BY INSTALLING OR OTHERWISE USING 'THE CRICKET REVOLUTION' APPLICATION (THE "APPLICATION") ON YOUR CELLULAR MOBILE PHONE OR ANY OTHER DEVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

THIS LICENSE SHALL COME INTO EFFECT FROM THE TIME OF YOUR CONSENT TO THIS EULA OR AT THE TIME OF INSTALLATION OF APPLICATION ON YOUR CELLULAR MOBILE PHONE OR ANY OTHER DEVICE.

IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT OR THE TERMS AND CONDITIONS ON THE CELLULAR MOBILE PHONE OR ANY OTHER DEVICE, THEN DO NOT CLICK "I AGREE" OR INSTALL, COPY AND/OR USE THE APPLICATION.

THIS EULA SHALL BE READ AND CONSTRUED IN CONSONANCE WITH THE TERMS AND CONDITIONS AND PRIVACY POLICY AS UPDATED AND MADE AVAILABLE ON THE APPLICATION AND WEBSITE.

YOU MUST SCROLL DOWN TO THE END OF THIS EULA BEFORE YOU AGREE TO IT AND CONTINUE WITH THE INSTALLATION.

1. LICENSE

- a. Subject to the terms and conditions of this EULA, KUPSL hereby grants you a limited, non-commercial, non-exclusive, non-transferable, non-sub-licensable, revocable right to install and use the Application.
- b. The term "Application" includes any patches, revisions, updates, upgrades, software, code, files, images and other embedded software or replacements of the Application (the "Revisions") that may be delivered to you or that you may receive or that may be released by KUPSL, unless other terms and conditions are provided with the Revisions. If such terms and conditions are provided, you will have to agree to those terms and conditions before you are entitled to receive the Revisions. You also agree that upon the installation of any Revisions, you are only permitted to use the Application as modified by the Revisions. You shall not either directly or indirectly, or through any third party, modify, adapt, translate, redistribute, rent, lend, network, lease, loan, issue, resell, for profit, or create derivative works based on the Application and any portion thereof.
- c. You acknowledge that by installing the Application on your cellular mobile phone or any other device, the Application may aggregate, collect, retain or transmit to secure servers, personal information such as, but not limited to, contact information, the serial number and IMEI number of your wireless

device or cellular mobile phone. You hereby consent to the Application collecting and storing such information on KUPSL's servers and to receive calls from us, from time to time regarding updates of your progress from using the Application and promotional information or offers in connection with the Services provided under the Application.

2. RESTRICTIONS ON USE

- a. The following restrictions shall apply to your use of the Application and the license granted herein:
 - i. You hereby acknowledge and agree to use the Application as permitted in this EULA;
 - ii. You shall not copy or reproduce any portion of the Application;
 - iii. You shall only use the Application for your own personal, non-commercial use;
 - iv. You shall not distribute, share, transfer, sell, lease or rent the Application or any part of it to any other person;
 - v. You shall not change, alter, modify or create derivative works, enhancements, extensions or add-ons to the Application or any part of it;
 - vi. You shall not remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of KUPSL or its affiliates, partners, suppliers, or the licensors of the Application;
 - vii. You shall not use the Application for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended;
 - viii. You shall not use any electronic communication feature of the Application for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libellous, defamatory, embarrassing, obscene, threatening, or hateful.
 - ix. You shall not use any proprietary information or interfaces of KUPSL or other intellectual property of KUPSL in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Application;
 - x. You will not collect or store personal information about other users.
 - xi. You shall not decompile, reverse engineer or disassemble the Application or any part of it either in whole or any portion of any component, thereof and in anyway create, develop or derive, including without limitation to any operational, technical, programming technique/sequence, feature, interface, algorithm, video, audio, imagining, graphics, applets, texts, animations, routine or conditions from the Application; and

- xii. Violate any applicable laws, rules or regulations in connection with your access or use of the Application;
- xiii. You will at all times comply with, and will not circumvent or attempt to circumvent, any of the restrictions on use set forth anywhere in this EULA.

3. DATA CHARGES

- a. You acknowledge that applicable network/data charges may be incurred through your use of the Application and you agree that you are responsible for any and all such charges that may be charged to you and KUPSL shall have no liability to you whatsoever in respect of such charges. You also agree that the charges incurred through your use of the Application are dependent on your agreement with your service provider and that KUPSL has absolutely no liability to you in respect of such charges. You agree that use of the Application whilst outside your home circle might incur additional roaming charges and agree to be solely liable for such charges. KUPSL has no liability to you in respect of such charges.

4. INTELLECTUAL PROPERTY RIGHTS

- a. The Application may feature trademarks, logos, service marks, product names and designations, by making these trademarks available through the Application and in content, the KUPSL is not selling you the Application to use it in any manner, and you are not granted any rights under any of KUPSL's intellectual property rights.
- b. This EULA does not grant you any rights to trademarks, copyrights or patents of the Licensor.
- c. All parts of the intellectual property of the Application and Website are owned solely by KUPSL.
- d. Any unauthorized copying, displaying, selling or distributing or other use of any content or Application is a violation of the law.

5. DISCLAIMER

- a. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE INSTALLING AND USING THE APPLICATION AT YOUR OWN RISK. THE APPLICATION AND ALL DATA AND CONTENT PROVIDED THROUGH THE APPLICATION IS PROVIDED "AS IS", "WITH ALL FAULTS" AND WITHOUT WARRANTY, TERMS OR CONDITIONS OF ANY KIND. KUPSL AND EACH OF ITS LICENSEES, AFFILIATES AND AUTHORIZED REPRESENTATIVES (THE "PARTIES" OR "PARTY") EXPRESSLY AND SPECIFICALLY DISCLAIM ALL WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A GENERAL OR PARTICULAR PURPOSE WITH RESPECT TO THE APPLICATION AND CONTENT OR THOSE ARISING FROM COURSE OF DEALING OR

USAGE OF TRADE. KUPSL CANNOT AND DOES NOT WARRANT THAT THE APPLICATION WILL OPERATE WITHOUT INTERRUPTIONS, THAT IT WILL BE FREE FROM VIRUSES AND ERRORS, OR THAT THE APPLICATION WILL NOT INTERFERE WITH THE FUNCTIONING OF OTHER SOFTWARE OR PROGRAMS INSTALLED ON YOUR CELLULAR MOBILE DEVICE AND WILL MEET YOUR REQUIREMENTS. NO ORAL, WRITTEN OR ELECTRONIC INFORMATION OR ADVICE GIVEN BY ANY PARTY SHALL CREATE ANY WARRANTY, TERM OR CONDITION WITH RESPECT TO THE APPLICATION OR OTHERWISE.

- b. THE APPLICATION MAY BE SUBJECT TO BREACHES OF SECURITY AND KUPSL SHALL NOT BE HELD RESPONSIBLE FOR ANY RESULTING DAMAGE TO ANY USER'S DEVICE FROM ANY SUCH BREACH INCLUDING BUT NOT LIMITED TO ANY VIRUS, BUGS, TAMPERING, UNAUTHORIZED, INTERVENTION, OMISSION, DELETION, DEFECT.
- c. KUPSL PROVIDES NO ASSURANCE THAT ANY SPECIFIC ERRORS OR DISCREPANCIES WILL BE CORRECTED.
- d. KUPSL IS NOT LIABLE FOR ANY NETWORK FAULTS OR DOWNTIME IN NETWORK SERVICES. YOU AGREE AND ACKNOWLEDGE THAT RELAY OF TEXT MESSAGES IS NETWORK DEPENDANT AND KUPSL IS NOT RESPONSIBLE FOR ANY MESSAGES FAILING TO REACH THEIR INTENDED RECIPIENTS.
- e. THE APPLICATION USES THE READ ONLY MEMORY (ROM) OF YOUR CELLULAR MOBILE PHONE OR ANY OTHER DEVICES USED TO DOWNLOAD AND INSTALL THE APPLICATION, TO FUNCTION EFFICIENTLY AND EFFECTIVELY. YOU AGREE AND ACKNOWLEDGE THAT THE APPLICATION MIGHT AUTOMATICALLY HIBERNATE OR GO INTO STAND BY MODE IF THE ROM ON YOUR CELLULAR MOBILE PHONE IS INSUFFICIENT TO RUN THE OEM APPLICATIONS AND FUNCTIONS. KUPSL IS NOT RESPONSIBLE FOR THE APPLICATION HIBERNATING AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE TO KEEP YOUR CELLULAR MOBILE PHONE OR ANY OTHER DEVICE, OPTIMIZED.
- f. IT IS POSSIBLE THAT THE APPLICATION MAY GET LOCKED OR STOP WORKING IF THE DATA ON YOUR CELLULAR MOBILE PHONE CAUSES YOUR PHONE TO CRASH OR REQUIRES THE OPERATING SOFTWARE TO BE REINSTALLED. KUPSL IS NOT LIABLE OR RESPONSIBLE TO YOU IN ANY MANNER WHATSOEVER FOR SUCH AN OCCURRENCE.

6. LIMITATION OF LIABILITY

- a. YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCE WILL KUPSL, ITS AGENTS, LICENSORS OR SUPPLIERS BE LIABLE TO YOU ON ACCOUNT FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE

YOUR MISUSE OF THE SOFTWARE. KUPSL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES OF PERSONAL INJURY, EITHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TERM OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY MISREPRESENTATION, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR ANY OTHER LEGAL THEORY ARISING OUT OF, OR RELATED TO, THIS AGREEMENT OR YOUR USE OF THE APPLICATION (SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTION, SAVINGS, LOSS OF PRIVACY OR ANY OTHER PECUNIARY LOSS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE APPLICATION OR THE CELLULAR MOBILE DEVICE OR ANY ASSOCIATED EQUIPMENT OR DOCUMENTS), EVEN IF KUPSL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE LIABILITY OF KUPSL SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO SUBSCRIBE TO THE SERVICES PROVIDED ON THE APPLICATION.

7. DAMAGES

- a. You shall defend and hold KUPSL harmless from and against any and all liabilities, damages, costs, expenses or losses arising out of your improper or unauthorized use of the Application, your negligent or wrongful acts, your violation of any applicable laws or regulations, and/or your breach of any provision of this EULA.

8. EVALUATION TERM & TERMINATION

- a. Any license not purchased for the full license fee and any trial version, are provided for a limited duration and for the limited purpose expressly communicated to you in connection with the Application. At the end of the evaluation/trial period, you will cease use of the Application, remove the Application from your cellular mobile device and destroy all copies of the Application. Failure to remove the Application shall be a breach of this EULA.
- b. You agree that the Application may automatically disable itself at the end of the evaluation/trial period and consent to such disabling feature. You also agree that KUPSL may send you reminders to purchase a permanent license key, whether during or after the evaluation/trial version.
- c. You agree that any evaluation/trial version is not full-featured and the use of certain features of the Application may be disabled or limited in any manner deemed appropriate. You may activate all features of the Application by purchasing a license key as communicated to you.
- d. Without prejudice to any other rights, KUPSL may terminate this EULA if you fail to comply with or breach the terms and conditions of this EULA or for any other reason upon delivery of notice, unless such breach, where capable of cure, is cured by you immediately upon receipt of a notice of such

breach from KUPSL. In such event, you must cease use of the Application and destroy all copies of the Application and all of its component parts and associated documents. You agree that KUPSL may remotely disable the Application in the event of termination under this section.

9. ENTIRE AGREEMENT

- a. This EULA constitutes the entire agreement between you and KUPSL relating to the Application and supersedes all prior or contemporaneous oral or written communications including but not limited to any terms and conditions of purchase, proposals and representations with respect to the Application or any other subject matter covered by this EULA. The headings in this agreement are for convenience and reference only and do not affect the interpretation of this EULA.
- b. The provisions of the Terms and Conditions and Privacy Policy are readily accessible on the Application and Website. Such Terms and Conditions and Privacy Policy shall be read together with this EULA and are deemed to be an integral part of this EULA. While this EULA governs your use of the Application, the Terms and Conditions and Privacy Policy govern your access and use of the services offered on 'The Cricket Revolution' (www.thecricketrevolution.com) Website and the 'The Cricket Revolution' Application.

10. SEVERABILITY

- a. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, by a court of competent jurisdiction then other provisions shall continue in full force and effect. Such invalid or unenforceable provision(s) shall be replaced by (a) valid and enforceable one(s) which achieve(s) to the extent possible the original purpose of the invalid provision(s).

11. GOVERNING LAW

- a. The laws of the republic of India govern this EULA. All disputes are subject to the jurisdiction of the courts in Bangalore, and you submit to such jurisdiction.

12. GRIEVANCE OFFICER

- a. In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

In the event of any complaints or concerns with respect to the website or our services, please contact our Grievance Redressal Officer at: _____ (email) and _____ (phone number).