

LICENSE AND COLLABORATION AGREEMENT

This **LICENSE AND COLLABORATION AGREEMENT** is made between **Jeevan Pravaas Consultancy LLP**, a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008, having its registered office at 704 Grevillea, Nyati Estate, Mohammadwadi, Hadapsar, Pune - 411060, Maharashtra, India (hereinafter referred to as “**Jeevan Pravaas**”) and any person (“**Partner**”) including any body corporate or a natural person, who signs up, completes the registration process and gets trained with Jeevan Pravaas for the use of their online Platform, Materials, processes and systems. Jeevan Pravaas and the Partner shall, hereinafter collectively be referred to as the “**Parties**” and each individually as a “**Party**”.

Jeevan Pravaas is the owner of the Platform and the Materials and is desirous to grant to the Partner, the access and use of the Platform and Materials, pursuant to terms and conditions set out in this Agreement.

BY CLICKING ON THE “ACCEPT” BUTTON, THE PARTNER IS EXPRESSLY AGREEING TO AND CONSENTS TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF THE PARTNER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON OR LEAVE THIS PLATFORM.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:

“**Agreement**” means this license and collaboration agreement between Jeevan Pravaas and the Partner.

“**Applicable Laws**” means and includes all applicable statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, guidelines, policies, directions, directives and orders of any government, and applicable international treaties and regulations, in force at the relevant time.

“**Authorized Users**” means an individual who: (a) is a director, officer, employee, of the Partner; or (b) is any such third party/person(s), who has been approved by Jeevan Pravaas, to access and use the Platform and the Materials, provided that each such user shall be bound by the obligations as set out herein and the Partner shall be responsible and liable as the principal party for the breach of any of the terms hereof, by any such user.

“**Confidential Information**” means and includes but not limited to any and all non-public information and items that Jeevan Pravaas designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential

and includes without limitation any and all information which is confidential to Jeevan Pravaas including but not limited to: (i) any business information, business strategies and plans; (ii) any specifications, data relating to systems and processes; (iii) advertising and marketing plans or marketing information, data and/or material; (iv) any past, current or proposed development projects or plans for future development work; (v) any technical, marketing, financial and commercial information; (vi) all Materials; and (vii) Intellectual Property.

“Intellectual Property” means and includes ideas, concepts, creations, discoveries, domain names, inventions, improvements, know how, trade or business secrets; patents, copyright (including all copyright in any designs and any moral rights), Materials, trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments.

“License Fees” means the one time license fees payable by the Partner to Jeevan Pravaas for the rights granted under Clause 2.1 of this Agreement, which shall be communicated to the Partner via email at the time of signing up for the Platform and is exclusive of taxes.

“Materials” means and includes psychometric, wellbeing and other assessments, systems, processes, online portal, tools, training pedagogy, programs, tests, videos, content and any other materials created by Jeevan Pravaas and communicated and shared with the Partner, through any medium and/or which are available on the Platform.

“Platform” means Jeevan Pravaas life mentoring platform i.e. “lifementoring.jeevanpravaas.com” which is owned by Jeevan Pravaas.

2. **GRANT OF RIGHTS**

- 2.1 Subject to the provisions of this Agreement and payment of License Fees and other support fees, during the Term of this Agreement, Jeevan Pravaas agrees to grant to the Partner, a non-exclusive, revocable (as per the terms of the Agreement), non-assignable, non-transferable and renewable on a yearly basis, a limited license to access and use the Platform and the Materials for the sole purpose of using the Platform and Materials to provide ‘Life Mentoring Services’ to potential customers which includes students, teachers/educators, youth (between age 13 years to 25 years), parents, schools, colleges, non-profit organizations, working professionals, corporates, as part of corporate social responsibility of corporate bodies etc., as part

of its business. The Partner and its Authorized Users shall use the Platform and the Materials in accordance with the terms and conditions of this Agreement.

- 2.2 Notwithstanding anything contained herein, the Parties further agree that in relation to the Platform and the Materials, the Partner and Authorized Users shall not: (a) cause to reverse engineer, disassemble or decompile any application, software or other material or objects associated with the Platform and the Materials; (b) modify or alter the Platform and the Materials subject to express written consent of Jeevan Pravaas; (c) copy or reproduce the Materials without express written consent of Jeevan Pravaas; and (d) permit any unauthorised person other than Authorized Users or application to access or use the Platform.
- 2.3 The Partner acknowledges that Jeevan Pravaas is and shall remain the sole owner of the Platform and the Materials and all the Intellectual Property rights embodied therein. For avoidance of doubt, it is clarified that Jeevan Pravaas is neither selling or transferring the ownership nor the Intellectual Property rights embodied in the Platform and the Materials, to the Partner.
- 2.4 In case of violation of this clause 2, Jeevan Pravaas shall have the right to terminate this Agreement with immediate effect upon written notice to the Partner. The Partner agrees that such right is in addition to all other rights and remedies available to Jeevan Pravaas at law, in equity, or otherwise.

3. **SCOPE OF COLLABORATION**

- 3.1 The scope and the background of the collaboration, along with the set of deliverables to be provided by Jeevan Pravaas to the Partner under this Agreement shall be set out in a separate document, which shall be provided by Jeevan Pravaas to the Partner, by way of email at the time of the Partner signing up for the Platform.
- 3.2 The Partner agrees that it shall conduct its business independent of Jeevan Pravaas in accordance with the terms and conditions set out herein and shall be responsible for conducting its own business in accordance with Applicable Laws. Jeevan Pravaas shall provide support to the Partner in terms of right to access and use the Platform and the Materials and other support services as set out herein, on the terms and conditions mentioned in the Agreement.
- 3.3 In the event the Partner acquires any B2B projects, the Partner will inform Jeevan Pravaas of the same so as to ensure smooth implementation and integration of the same with the Platform. The Partner shall be liable to pay additional charges, as informed by Jeevan Pravaas, for any additional work other than that is already agreed between the Parties via email shared at the time of the Partner signing up for the Platform. The Parties further agree that the Parties may together bid for a project, acquire or implement a project which shall be governed by a separate agreement to be executed between the Parties.

- 3.4 The Parties further agree that the Partner may request Jeevan Pravaas to host training courses and programs of the Partner on the Platform. Further, the Partner agrees that it shall ensure that the training courses and programs of the Partner shall adhere to Jeevan Pravaas ethos to the extent possible and comply with Applicable Laws. Notwithstanding anything contained herein, the Partner shall be solely liable and responsible for any contents provided by the Partner for addition to the Platform including but not limited to any videos, presentations, reading material, in relation to the authenticity, accuracy, intellectual property and appropriateness of the content and it being in compliance with Applicable Laws. The Partner shall provide such content for the training course to be hosted on the Platform, as per the template provided by Jeevan Pravaas. In the event the content is also to be created by Jeevan Pravaas, a separate agreement will be executed by the Parties which will govern the arrangement between the Parties. It is clarified that the cost for hosting of training courses of the Partner on the Platform will depend on the scope of work and modules included. Jeevan Pravaas has the right to remove any content added by the Partner or requested to be added by the Partner on the Platform in case it is found to be objectionable, plagiarised, inappropriate for the Platform and is in non-compliance with Applicable Laws.
- 3.5 The Partner may request for additional services subject to payment of additional charges or fees, as informed by Jeevan Pravaas to the Partner. For avoidance of doubt it is clarified that any additional service or work out of the scope of this Agreement shall be provided to the Partner at an additional cost.
- 3.6 The Parties agree that both the Parties will promote each other to the extent feasible on the social media and anywhere else for business development and shall take prior written consent to use of the names and logos of the other Party on each other's websites/social media pages.
- 3.7 The Partner expressly acknowledges and agrees that the Parties have entered into this Agreement on a non-exclusive basis and that Jeevan Pravaas may, in its absolute discretion, grant similar or identical rights to any other partner, as granted under this Agreement.

4. **OBLIGATION OF JEEVAN PRAVAAS**

Jeevan Pravaas shall: (a) use commercially reasonable efforts to make the Platform and its content available to the Partner and Authorized Users, provided that Jeevan Pravaas will not be liable for any availability outage resulting from downtime for maintenance of the Platform which is beyond reasonable control of Jeevan Pravaas; (b) resolve any technical issues brought to its notice by the Partner through email or telephone call, in a reasonable time frame; (c) have the right to modify or remove any content from the Platform at its discretion, without providing any justification to the Partner; (d) inform to the Partner about any new educational trainings, programs, activities, and mentoring content via mail and whatsapp, which the Partner may opt for upon payment of additional charges or as otherwise agreed between the Parties;

(e) train and certify the Partner as a 'Mentor to guide students' and also train him/her on use of the Platform and the Materials; (f) train and certify additional members/employees, over and above the agreed number of members, of the Partner if requested, on chargeable basis; and (g) support the Partner to the extent possible and within reasonable means in acquisition, implementation and delivery of the projects, which shall be chargeable on the basis of the services rendered and communicated to the Partner in advance.

5. **OBLIGATION OF PARTNER**

- 5.1 The Partner shall allow only Authorised Users to access and use the Platform and the Materials, in accordance with the terms and conditions of this Agreement.
- 5.2 Each Authorized User may only be a single human user. Account sharing is prohibited, and the Partner will not attempt to circumvent the Authorized User count paid for by the Partner, such as by improperly rotating personnel as Authorized Users for reasons unrelated to legitimate personnel reassignments.
- 5.3 At the time of registration, the Partner shall be required to share documents related to self / own organisation, with Jeevan Pravaas, as requested for verification purpose. In the event the Partner wants to make any changes to its organisation details in terms of name, logo, address, associate details, or anything else, the Partner shall raise a written request to Jeevan Pravaas with appropriate reasons. The discretion of making such changes lies with Jeevan Pravaas.
- 5.4 The Partner and its associate will be required to attend the mentor training to be certified as 'Mentor' and is recommended to follow the process set out by Jeevan Pravaas while conducting career mentoring.
- 5.5 The Partner shall be responsible for activities such as business acquisition, marketing strategy, costing, program implementation etc. in relation to running its own business.
- 5.6 The Partner shall ensure that all its mentors are trained and certified by Jeevan Pravaas and may employ additional mentors subject to them being trained and certified by Jeevan Pravaas.
- 5.7 The Partner shall perform its obligations: (a) diligently and with due care and shall be solely held liable for any actions which would impair the reputation and goodwill of Jeevan Pravaas; (b) in compliance with Applicable Laws; and (c) of maintaining the confidentiality of the Confidential Information shared by Jeevan Pravaas.
- 5.8 The Partner shall not access, store, distribute or transmit any viruses, trojans or other harmful code while accessing and using the Platform and the Materials.

- 5.9 The Partner shall be solely responsible for ensuring that: (a) credentials provided to it are kept in confidence; and (b) credentials are provided only to Authorised Users. The Partner must keep a record of each person it has nominated as an Authorised User. If an Authorised User no longer has need to access the Platform or a fraudulent user has registered on the Platform, the Partner shall immediately de-activate the associated credentials using its administrative privileges for its account on the Platform.
- 5.10 The Partner shall not, while using the Platform and the Materials, access, store, distribute or transmit any material that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) is sexually explicit; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property or (g) is non-complaint with Applicable Laws. Jeevan Pravaas shall have the right to remove any material or content and/or suspend the Partner's access to the Platform without incurring any liability whatsoever if it reasonably believes that the Partner has violated this clause.

6. **PAYMENT**

- 6.1 In consideration of the rights granted to Partner under this Agreement, Partner agrees to pay one-time License Fees as intimated by Jeevan Pravaas within the timelines, the amounts and manner, as communicated to the Partner via email, at the time of signing up for the Platform. The Partner shall be liable to pay yearly Platform maintenance, server use and Jeevan Pravaas's support fee by 10th of January every year, which will be included in the License Fees for the first year and shall be payable separately from the second year onwards. Jeevan Pravaas shall have the right to increase the yearly maintenance fee in case of an increase in cost of maintenance / server to Jeevan Pravaas. The other fees and charges, to be paid by the Partner, based on the services availed, shall be more specifically set out in email to the partner at the time of signing up for the Platform, in accordance with Jeevan Pravaas's policy. Jeevan Pravaas shall inform the Partner in case any new/additional charges are to be paid by the Partner for any services availed by the Partner, beyond the scope of services agreed between the Parties.
- 6.2 Jeevan Pravaas shall raise an invoice for the fees and charges to be paid by the Partner, for the services rendered by Jeevan Pravaas, hereunder or as agreed between the Parties, and the same shall be payable by the Partner within thirty (30) days from the date of issue of the invoice by Jeevan Pravaas. The payments shall be made either through a physical instrument or through electronic fund transfer or the like, to the bank in India, as indicated on the invoice. The service tax, if any, shall be charged by Jeevan Pravaas to the Partner, at the applicable rates.
- 6.3 Should the Partner fail to make payment for the corresponding invoice under this Agreement when due, in addition to the right of termination of this Agreement by

Jeevan Pravaas, in accordance with the terms of this Agreement, Jeevan Pravaas shall have the right to: (a) charge a late payment interest rate of 12% per annum on the overdue amount, such interest rate accruing on a daily basis at the start of each day of delay; and/or (b) withhold the performance of any of its obligations under this Agreement (including stoppage of access to Platform and Materials) until such time as the payment in full is made.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Partner hereby undertakes, represents and warrants to Jeevan Pravaas that: (a) it is an entity/natural person with good standing under the Applicable Laws of country; (b) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; and (c) the execution, delivery and performance of this Agreement: (i) has been duly authorised by its officials, if it is a legal person; and (ii) shall not conflict with, result in a breach of, or constitute a default under any agreement to which it is a party or by which it is bound, and shall not constitute an event that would, with notice and/or lapse of time, constitute such a default.
- 7.2 The Materials, software, tools and programs offered by Jeevan Pravaas and the Platform, are provided on a "as is" basis, and without warranties of any kind either express or implied. Jeevan Pravaas hereby disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Jeevan Pravaas does not warrant that any material or function presented on the Platform will be uninterrupted or error-free, that defects will be corrected, or that the Platform or the server that makes it available are free of viruses or other harmful elements. Jeevan Pravaas does not offer a warranty or make any representations regarding the results of the use of: (i) the Materials available on the Platform in terms of their correctness, accuracy, reliability, or commercial advantage to the Partner; and (ii) the Platform, in terms of the risk of injury to the Partner's computer or commercial advantage to the Partner.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property provided to the Partner by and/or on behalf of Jeevan Pravaas under this Agreement shall remain the property of Jeevan Pravaas ("**Jeevan Pravaas Intellectual Property**"). The Partner shall acquire no right, title or interest in the Jeevan Pravaas Intellectual Property as a result of performance of its obligations under this Agreement. The Partner shall not use any Jeevan Pravaas Intellectual Property without prior written consent of Jeevan Pravaas.
- 8.2 The Partner acknowledges the reputation and goodwill attached to the Intellectual Property of Jeevan Pravaas. The Partner hereby agree that it shall co-operate in preserving such reputation and goodwill and pledges to refrain from doing any act, directly or indirectly which may, in any way impair or infringe the Intellectual Property rights of Jeevan Pravaas.

- 8.3 The Parties further agree that Jeevan Pravaas shall be the owner of, and shall be entitled exclusively to use and commercially exploit at its sole discretion, all Intellectual Property produced or developed by it under this Agreement pursuant to performance of its obligations under this Agreement ("**Results**"). The Partner shall, to the extent required for the above purpose, and at no additional cost to Jeevan Pravaas: (a) assign, transfer and cause to transfer such Results to Jeevan Pravaas; and (b) provide all assistance and execute all documents that may be necessary for Jeevan Pravaas to obtain and secure Intellectual Property rights in such Results.
- 8.4 Upon the request of Jeevan Pravaas or the early termination or expiration of this Agreement, the Partner shall return to Jeevan Pravaas, all Jeevan Pravaas Intellectual Property and all the Results.

9. **INDEMNITY**

- 9.1 The Partner hereby undertakes and agrees to indemnify, keep indemnified, defend and hold harmless Jeevan Pravaas, its partners, authorized representatives and employees from and against all claims, proceedings, damages, losses, actions, costs and expenses (including attorney's fee) arising out of or in connection with: (a) wilful negligence or fault of the Partner, its employees, sub-contractors or any of them; (b) any breach of any representation or warranty or obligations of the Partner and/or its employees; (c) non-compliance with Applicable Laws; or (d) infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right of a third party by the Partner and/or its employees.
- 9.2 Neither Parties shall be liable for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement.

10. **CONFIDENTIALITY**

- 10.1 The Partner hereby agrees and undertakes to maintain utmost confidentiality with respect to all Confidential Information furnished by Jeevan Pravaas to the Partner or which comes within the knowledge or possession of the Partner or its personnel, because of association with Jeevan Pravaas under this Agreement. The Partner shall take necessary precautions, acceptable to Jeevan Pravaas to keep the Confidential Information secret and confidential.
- 10.2 The Confidential Information shall not be used by the Partner or its personnel for any purpose other than pursuant to or for the purpose of this Agreement and the Partner shall not use the Confidential Information for its own benefit. The Partner shall ensure that its personnel do not divulge any Confidential Information to any person

in any manner irrespective of whether this Agreement continues to subsist or has expired or terminated.

- 10.3 The Parties further agree that Confidential Information does not include: (a) Information that is proven to be already known by the Partner at the time of disclosure and not being subject to obligations of confidentiality; (b) Information that becomes generally available to the public other than as a result of disclosure by the Partner in violation of this Agreement or its obligations to a third party; (c) Information that becomes known to the Partner from a source other than Jeevan Pravaas on a non-confidential basis; and (d) Information that can be documented as independently developed by the Partner without use of any portion of Jeevan Pravaas's Confidential Information. In addition, the Partner will be allowed to disclose Confidential Information of Jeevan Pravaas to the extent that such disclosure is approved in writing by Jeevan Pravaas, necessary for the Partner to enforce its rights under this Agreement, or required by law or by the order of a court or similar judicial or administrative body, provided that the Partner notifies Jeevan Pravaas of such required disclosure promptly and in writing and cooperates with Jeevan Pravaas, at Jeevan Pravaas's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 10.4 The Partner shall, on request from Jeevan Pravaas and, in any event, on the expiry or termination of this Agreement, return to Jeevan Pravaas all documents, notes and other materials obtained directly or indirectly from Jeevan Pravaas or prepared by the Partner for or on behalf of Jeevan Pravaas, which contain secret and Confidential Information belonging to Jeevan Pravaas, including all copies of such documents, notes and other materials.
- 10.5 Notwithstanding anything to the contrary stipulated in this Agreement, the provisions of this clause 10 shall survive for three (3) year after the expiry or termination of this Agreement.

11. **TERM AND TERMINATION**

- 11.1 The term of this Agreement will commence on the date the Partner agrees to the terms and conditions set out herein and shall continue for a period of five (5) years from the aforesaid date ("**Term**"), unless terminated earlier in accordance with the terms and conditions of this Agreement.
- 11.2 This Agreement may be terminated by any Party by giving ninety (90) days' notice in writing, without assigning any reason.
- 11.3 Jeevan Pravaas shall, without prejudice to their legal rights and remedies, be entitled to terminate this Agreement forthwith, without giving any notice in the following conditions: (a) in case the Partner has not used the Platform or processes and systems of Jeevan Pravaas, for more than two (2) years; or (b) has not paid the yearly Platform maintenance, server and/or support fee, as the case maybe, for more than

two (2) years; or (c) if there is a breach of terms of this Agreement by the Partner and which has not been cured by the Partner within 15 (fifteen) days of intimation of the breach by Jeevan Pravaas; or (d) the Partner makes any assignment for the benefit of creditors or a general arrangement with creditors or commits any act of bankruptcy or file a petition under any bankruptcy or insolvency law or if such petition is filed against the Partner and it is not dismissed within 30 (thirty) days or if the Partner discontinues business or adopts a resolution providing for dissolution or liquidation of the Partner (as applicable); or (e) if the Partner is found guilty of non-compliance under any Applicable Laws; or (f) if the Partner is found involved in fraud or other illegal or unethical activities in relation to any subject matter of this Agreement or in general; or (g) if the Partner is guilty of any conduct which in the opinion of Jeevan Pravaas is prejudicial to the interests of Jeevan Pravaas; or (h) if the Partner's actions impair or likely to impair the reputation and goodwill of Jeevan Pravaas.

- 11.4 The Parties agree that in the event Jeevan Pravaas terminates this Agreement pursuant to Clause 11.2 and 11.3 above, all rights granted pursuant to Clause 2 of this Agreement shall automatically terminate as from the date on which termination takes effect.
- 11.5 If the Agreement is terminated, all obligations of Jeevan Pravaas under this Agreement shall cease and all payments due by the Partner for the availed services as of the date of termination, and which are unpaid at the date of termination shall forthwith become due and payable by the Partner.
- 11.6 The right to terminate under this Agreement shall be without prejudice to all the rights and remedies under this Agreement and/or Applicable Laws available to the Parties. The Parties agree that termination of this Agreement shall not relieve any party of any obligations or liability accrued prior to the date of termination, if any.

12. **GENERAL PROVISIONS**

- 12.1 **Governing Law and Dispute Resolution:** This Agreement will be governed by and construed in accordance with the laws of India and any courts in Pune shall have non-exclusive jurisdiction on the matters arising from this Agreement.
- 12.2 **Force Majeure:** Notwithstanding anything herein to the contrary, Jeevan Pravaas shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control.
- 12.3 **Compliance with Law:** The Parties shall at all times strictly comply with all applicable statutes, ordinances, rules, regulations, governmental orders and applicable codes of practice, Applicable Laws, now or hereinafter in effect, relating to the performance of its obligations under this Agreement.

- 12.4 **Equitable Relief:** The Partner agrees that any breach of this Agreement by the Partner would cause irreparable damage, and that, in event of such breach, in addition to any and all remedies at law, Jeevan Pravaas will have the right to an injunction, specific performance or other equitable relief to prevent the continuous violations of the terms of this Agreement.
- 12.5 **Entire Agreement:** This Agreement, along with any other documents shared between the Parties either by way of email or otherwise, constitutes the entire agreement of the Parties.
- 12.6 **Relationship:** This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture.
- 12.7 **Assignment:** In no event shall the Partner assign or transfer any right, obligation or interest under this Agreement to any person, firm or entity without the prior written consent of Jeevan Pravaas.
- 12.8 **Binding on successors:** Should the ownership of any of the Parties change, this Agreement shall still be binding upon all possible legal successors.
- 12.9 **Notices:** All notices and communications in connection with this Agreement shall be in writing and shall be deemed sufficient and delivery thereof shall be deemed complete upon receipt by the other Party at the email IDs and the postal addresses shared by the Parties with each other.
- 12.10 **Severability:** The provisions of this Agreement are to be considered separately, and if any provision hereof should be found by any court or competent jurisdiction to be invalid or unenforceable, this Agreement will be deemed to have effect as if such provision were severed from this Agreement.
- 12.11 **Waiver:** No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 12.12 **Survival:** The provisions of the Agreement which have been expressly stipulated to survive in this Agreement or by their very nature are intended to survive, the termination and/or expiry of this Agreement, shall survive the termination and/or expiry of this Agreement.
- 12.13 **Amendment:** Jeevan Pravaas shall have the right, at any time and without any notice, to modify the terms of this Agreement, simply by delivering such amended terms to the Partner by email at the address provided to Jeevan Pravaas by the Partner.