

END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is a legally binding agreement under the terms of the Patent, Design and Trademark Act 2022 (1965), Copyrights Act 2059 (2002), Electronic Transaction Act 2063 (2006) and other prevalent laws of Nepal between Ather Energy Private Limited (hereinafter referred to as “Ather” or “We” or “Our” or “Us”) and Vaidya Energy Private Limited and the user (hereinafter referred to as “User” or “You” or “Your”) for use of software and firmware which is owned by or licensed to Ather.

The electric two wheeled vehicle manufactured by Ather and sold by Vaidya Energy Private Limited or Vaidya Energy’s Retail Partner (“Vehicle”) and the associated electric vehicle charging infrastructure (“Charging Point(s)”) have built-in proprietary technology including without limitation information, programs, documentation, application software, operating system, embedded software and third party software developed and owned by Ather or otherwise licensed to Ather (collectively referred to herein as the “Ather Technology” which term shall include all conversions updates and upgrades to the Ather Technology). By accepting these terms or by using the Vehicle and/or Charging Point and accessing the Ather Technology, You agree to be bound by the terms and conditions of this EULA.

Please read this EULA carefully before using the Vehicle or Charging Point. By accepting the terms of this EULA (whether by execution, or online as click-wrap) you represent that you are not a minor under applicable law and agree to be bound by this EULA. By accepting, you acknowledge and agree that you are responsible for any use of the Vehicle and/or Charging Point, including any use by others, and you agree to ensure that all other users comply with the terms of this EULA and any other applicable terms.

Some of the services and features available on the Vehicle or Charging Point may be subject to and governed by separate terms and conditions including third-party terms and conditions. Your acceptance of such terms and conditions is required for You to use the applicable services in connection with the Vehicle and/or Charging Point.

Ather, under this EULA, permits the use of the Ather Technology only in the territories where Ather offers its products and services. You can view a list of serviceable areas in Nepal on website at www.atherenergy.com.np (“Territory”).

All capitalised terms used under this EULA, but not defined, shall have the same meaning as under the Purchase Terms. EULA will be deemed to be a part of the Consolidated Terms as defined under the Purchase Terms and accordingly, all the miscellaneous and other provisions that form a part of the Purchase Terms are incorporated herein and made a part of this EULA as if fully set forth herein.

1. GRANT OF LICENSE

- 1.1 Subject to Your continuing and strict compliance with, and Ather’s termination rights under the EULA, Ather hereby grants You a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access Ather Technology in the Territory for Your sole, personal, private, non-commercial purposes only (“Ather’s License”).

- 1.2 Ather Technology may contain third-party software, including open-source software, which may be covered by different license terms ("**Third-Party Software**"). We may provide information concerning Third-Party Software provided with Ather Technology upon Your written request to the extent that we have such information readily available. The EULA does not apply to any Third-Party Software to the extent that the EULA conflicts with such Third-Party Software's license terms which govern Ather's use of such Third-Party Software provided with the Ather Technology. Any use by You of the Third-Party Software provided by Ather as part of Ather Technology on a stand-alone basis is strictly prohibited.

2. RESERVATION OF RIGHTS

- 2.1 Ather reserves all rights not expressly granted to You under this EULA in relation to the Ather Technology. The Ather Technology is protected by copyright, patent, and other applicable intellectual property laws. All rights in the Ather Technology are owned by Ather or provided by Ather under valid licenses. In Your purchase of the Vehicle and Charging Points and Your use thereof, the Ather Technology is only licensed to You under these terms and is not sold, assigned or transferred to You. Other than the limited right provided hereunder, no right, title or interest in the Ather Technology shall be transferred to You under this EULA or on account of Your purchase of the Vehicle.
- 2.2 Ather Technology contains content owned or licensed by Ather ("**Ather Content**"). Ather Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between You and Ather, Ather owns and retains all rights in the Ather Content. You may not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Ather Content, and You may not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Ather Content in any manner whatsoever. Ather may protect Ather Technology by technological means intended to prevent unauthorized use of Ather Technology. You agree that You will not circumvent these protective means.
- 2.3 We may provide You a prior notice for any addition, modification or cancellation/termination of any Ather Content (including, for the avoidance of doubt, any part of Ather Technology's features, and the extent and availability of any content that may be accessible via the Ather Technology) or any terms of the EULA. You shall not have any right or claim claims against us related to or otherwise arising out of any such additions, modifications, or terminations. We may withdraw Ather Technology or a portion thereof if required by a regulatory authority or where such withdrawal is required as per modifications to any applicable laws and Ather policy from time to time.
- 2.4 We reserve the right to terminate Ather Technology, or Your access to Ather Technology, or this EULA for any or no reason, without notice, at any time, and without any liability to Ather. Without limiting the foregoing and by way of example only, (1) Your failure to strictly follow the EULA may, in Ather's sole discretion, result in termination of Your access to Ather Technology under the EULA; and (2) if You violate the spirit of the EULA or otherwise expose Ather to potential liability, Ather may terminate Your access to Ather Technology and may terminate the EULA. If we terminate Your access to Ather Technology, the EULA terminates automatically except that those provisions of the EULA which, by their nature, are continuing shall survive. Upon termination of the EULA, all licenses and other rights

granted to You in the EULA will immediately terminate or otherwise cease.

- 2.5 Without limiting the generality of the foregoing, we may, from time to time, make updates to Ather Technology which are critical for the functioning of Your Vehicle and will be automatically downloaded for further installation on the Vehicle. You agree and acknowledge to install such updates from time to time to ensure that Ather Technology on Your Vehicle is updated (at all times). These updates may improve the security and safety of the experience for users or may contain bug fixes, new functionality, or new components. Updates may involve the collection of personal information (as described in the Privacy Policy or as separately outlined at the time of installation) or cause Your Vehicle and/or Charging Station to automatically communicate with our servers to identify whether updates to Ather Technology or content are available for installation. You agree to receive all such services updates (and permit Ather to install these on Your Vehicle or Charging Station) as part of Your use of Ather Technology. Ather Technology may use content that is automatically updated from time to time, including IP white lists and website sign-in protocols. You agree to receive and permit us to install such updated content in connection with Ather Technology (including on Your device). You further acknowledge and agree, however, that the EULA neither entitles You to receive, nor requires us to provide, hard-copy documentation, support, telephone assistance, or enhancements or updates to Ather Technology.
- 2.6 In the event, if You discover or suspect or experience any issues, problems, defects, inconsistencies with the Ather Technology, You are required to report such issue to Ather on an immediate basis to [info@atherenergy.com]. Upon successfully reporting such issue to Ather, we shall take appropriate steps to rectify and provide a solution to such issue in accordance with the EULA. In this regard, Ather hereby disclaims any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any such issue which is discovered/suspected/experienced by You and not reported to Ather on an immediate basis. You hereby acknowledge and agree that You shall provide complete co-operation to Ather, for Ather to rectify such bug, defect or failure in Ather Technology within a reasonable time. Additionally, for the safety and security of the Ather Technology and of other users of the Ather Technology, You hereby agree that the nature and existence of such bug, defect or failure will be confidential information of Ather, and You agree to not publish such information in public portals until the expiry of one hundred and twenty (120) days from the date of intimation of such bug to Ather.

3. RESTRICTIONS ON YOUR USE OF ATHER TECHNOLOGY

- 3.1 You shall use Ather Technology only in accordance with the EULA and for Your sole, personal, use ("**Permitted Uses**"). You hereby agree to not use the Ather Technology in a way that distracts you and prevents you from obeying prevalent transport management laws and other laws relating to traffic or road safety prevailing in the concerned Territory.
- 3.2 YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF ATHER TECHNOLOGY COMPLIES WITH THE LAWS OF THE JURISDICTION IN WHICH YOU ARE USING ATHER TECHNOLOGY. Without limiting the foregoing and in addition to the restrictions on Your use of Ather Technology set forth above, You must always ride the Vehicle vigilantly

according to road conditions and obey all laws applicable to You, including those applicable to Your operation of the Vehicle and Your use of Ather Technology. If You are riding a Vehicle, You may interact with all features of Ather Technology, provided that such interaction does not interfere with Your operation of the Vehicle, and does not distract Your attention from the road. Ather will have no responsibility for any liability, damages or losses arising out of or in connection with usage of the Ather Technology including any downtime (if any). The features offered as part of the Ather Technology are offered on a best-efforts basis as value additions. You shall not rely solely on Ather Technology for safe, vigilant and careful riding and no malfunction of the Ather Technology can be claimed as the basis for dangerous, risky or unsafe riding of the Vehicle.

- 3.3 You shall not misuse or abuse the Ather Technology or use it in any ways that are not expressly permitted by this EULA ("**Prohibited Uses**"). For illustrative purpose, following shall be considered as Prohibited Uses. You may not:
- (a) interfere with or disrupt the operation of the Ather Technology, including, the servers or networks that host the Ather Technology or makes the Ather Technology available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
 - (b) copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or extract Ather Technology, specifically including but not limited to the source code, object code, icons, graphics, fonts or visuals;
 - (c) use any proprietary information or interfaces of Ather or any Ather Content or other intellectual property owned of Ather in the design, development, licensing or distribution of any applications, accessories or devices for use with the Ather Technology;
 - (d) publicly display, perform, or distribute Ather Technology, including making the Ather Technology available on any network;
 - (e) integrate Ather Technology into a service of Your own or of any third party;
 - (f) rent, lease, sell, resell, license or otherwise commercially distribute the Ather Technology or any use of or access to Ather Technology including as part of any service of Your own that uses the Ather Technology;
 - (g) harvest or collect any information about users of Ather Technology without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine;
 - (h) transmit or otherwise make available in connection with Ather Technology any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
 - (i) transfer or assign Your access rights to the Ather Technology even temporarily, to a third party;

- (j) create accounts in connection with Ather Technology through unauthorized means, including without limitation, by using an automated device, script, bot, spider, crawler, scraper or other similar software or tool;
- (k) use the Ather Technology if You are under the age of eighteen (18) except if permitted by applicable laws;
- (l) use the Ather Technology for any illegal, immoral or unauthorized purpose, or any in any other way prohibited by applicable law;
- (m) use the Ather Technology to compete with Ather in any manner;
- (n) use Ather Technology in any way that might expose Ather to any liability of any kind;
- (o) use the Ather Technology outside the Territory; or
- (p) violate any of the terms of this EULA.

3.4 To reiterate, the preceding Prohibited Uses are for illustrative purpose only and are not limited to such list. If Ather finds that the Ather Technology has been used or is currently in use for any Prohibited Uses, it reserves the right to suspend the provision of any Ather Content or Ather Technology to You with immediate effect. Ather also reserves the right to obtain appropriate damages and necessary injunction from an appropriate court of law. Except as expressly provided herein, the rights, powers and remedies provided in this EULA are cumulative and not exclusive of any rights, powers and remedies provided by Law.

4. CONSENT FOR DATA USE AND COLLECTION

4.1 In addition to Annexure-A of the Purchase Terms in relation to the collection and usage of Your personal information, Ather reserves the right to collect information relating to the performance of the Vehicle, including but not limited to the battery performance, number of kilometers the Vehicle has run, GPS location service or use of any features by You etc., for the purpose of analytics and to improve the performance of the Vehicle Information relating to the Vehicle collected by Ather that does not contain any personal information provided by You, shall be deemed to be Ather proprietary information and shall be solely owned by Ather. It shall be deemed as your due consent for collection of above stated information automatically when you agree the EULA and Purchase Terms. Ather may use such information in the manner it deems fit and necessary. All collection, storage, use and disclosure of any information provided by You will be in accordance with Ather's Privacy Policy available on Ather's website. Ather's Privacy Policy is incorporated by reference and will be a part of this Agreement.

5. INTERNET ACCESS

5.1 Some features of the Ather Technology require the Vehicle to have access to the internet. While some of these

features are provided by Ather at no cost to You, Your use of certain other features that are offered by Ather is subject to Your payment of the appropriate fees as may be prescribed by Ather.

- 5.2 Ather may push updates to the Ather Technology via the Internet. Notwithstanding Your access to Internet enabled features of the Ather Technology, Ather may, at its sole discretion, push updates to the Ather Technology.

6. DOWNTIME

- 6.1 Your access to and use of the Ather Technology may be suspended for the duration of any anticipated, unanticipated, scheduled or unscheduled downtime, maintenance, system updates, malfunction, or other unavailability of any portion or all of the Ather Technology for any reason, including as a result of system failure, internet outage or other interruptions. Ather may inform You about such downtime and shall endeavor to resolve any issues in relation to the Ather Technology resulting in such downtime.

7. DISCLAIMER OF WARRANTIES

- 7.1 ATHER TECHNOLOGY IS PROVIDED ON AN "AS-IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER ATHER NOR ANY EMPLOYEES, MANAGERS, OFFICERS, DIRECTORS, CONTRACTOR/AGENTS OF ATHER (COLLECTIVELY, THE "**ATHER PARTIES**") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) ATHER SERVICES; (B) THE ATHER CONTENT; OR (C) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION IN CONNECTION WITH ATHER SERVICES. ALSO, THE ATHER HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, AND SYSTEM INTEGRATION OF ATHER TECHNOLOGY.
- 7.2 ATHER DO NOT REPRESENT OR WARRANT THAT ATHER TECHNOLOGY WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ATHER TECHNOLOGY OR THE SERVER THAT MAKES ATHER TECHNOLOGY AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. ATHER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY INFORMATION ON OR OTHERWISE AVAILABLE THROUGH ATHER TECHNOLOGY INCLUDING, FOR EXAMPLE, THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON ATHER TECHNOLOGY IS ACCURATE, COMPLETE, RELIABLE, LEGAL, USEFUL, OR UP-TO-DATE. YOU ACKNOWLEDGE THAT YOUR USE OF ATHER TECHNOLOGY IS AT YOUR SOLE RISK. ATHER DOES NOT WARRANT THAT YOUR USE OF ATHER TECHNOLOGY IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND ATHER SPECIFICALLY DISCLAIMS SUCH WARRANTIES.
- 7.3 SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO YOU. IN SUCH CASE, ATHER DISCLAIMS SUCH IMPLIED OR OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH JURISDICTIONS. IN ADDITION, WITHOUT LIMITING THE FOREGOING, ATHER NEITHER REPRESENTS NOR WARRANTS

THAT ANY USE OF ATHER TECHNOLOGY IN ACCORDANCE WITH THE EULA OR IN ACCORDANCE WITH ATHER SERVICE'S DESIGN WILL COMPLY WITH THE LAW OF ANY JURISDICTION IN WHICH ATHER TECHNOLOGY MAY BE USED. FOR EXAMPLE, ALTHOUGH ATHER TECHNOLOGY MAY BE DESIGNED TO ALLOW YOU TO INTERACT WITH THEM VIA TOUCHING OR SWIPING THE SCREEN OF YOUR DEVICE, ATHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR INTERACTION WITH ATHER TECHNOLOGY IN SUCH MANNER IS LEGAL IN THE JURISDICTION IN WHICH YOU ARE USING ATHER TECHNOLOGY.