LETTER AGREEMENT

This **LETTER AGREEMENT** ("**Letter Agreement**") is entered into on this 1st day of September 2023, by and amongst:

Vertical Holdings II Pte. Ltd., a company incorporated under the laws of Singapore and having its registered office at 12 Marina View, #11-01, Asia Square Tower 2, Singapore (018961) (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

MAYFIELD INDIA II, LTD, a company incorporated under the laws Mauritius having permanent account number AAJCM2798R and having its registered / corporate office at c/o Apex Fund & Corporate Services (Mauritius) Ltd, Lot 15 A3, 1st Floor, Cybercity, Ebene 72201, Mauritius (hereinafter referred to as the "**Mayfield Seller**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns)**.**

The Purchaser and the Seller shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Letter Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties refer to the Share Purchase Agreement dated August 2, 2023 executed between Vertical Holdings II Pte. Ltd., Mr. Sunu P Mathew, LEAP India Private Limited, North Haven India Infrastructure Fund, TVS Shriram Growth Fund 3, Mayfield India II, Ltd, 360 One India Private Equity Fund, 360 One Seed Ventures Fund – Series 2, IndiaNivesh Growth and Special Situations Fund, and Sixth Sense India Opportunities – II, as amended ("**SPA**") for the transfer of Mayfield Seller's Respective Proportion of Sale Shares ("**Mayfield Sale Transaction**"), amongst other transactions, to the Purchaser. All capitalised terms used in this Letter Agreement but not defined herein, shall have the same meaning as assigned to such terms under the SPA. Provisions of Clause 1.2 of the SPA shall apply mutatis mutandis to this Letter Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

2. Solely with respect to the Mayfield Sale Transaction, and solely as between the Parties hereto, the Parties agree that the Seller Warranty provided by the Mayfield Seller under paragraph 2.1.10 of Schedule 3 (*Seller Warranties*) of the SPA, shall be revised as follows:

   "*All investment and divestment decision-making powers of the Mayfield Seller, including with respect to purchase and sale of the Mayfield Seller Grandfathered Shares are, and have been, exercised by the Board of Directors of the Mayfield Seller. All meeting of Board of Directors of the Mayfield Seller in relation to the Sale Shares are, and have been, held and chaired in Mauritius. From the date of incorporation, all the directors on the Board of the Mayfield Seller are non-resident of India, except Mr. Vikram Godse, who was a resident of India during his tenure as director on the Board of the Mayfield Seller from December 30, 2013 up to February 26, 2014.*"

3. The Parties agree that other than as set out above and except as otherwise agreed amongst the Parties, all other provisions of the SPA shall remain unchanged and in full force and effect in accordance with the terms thereof, and the provisions of the SPA, including but not limited to Clause 11 (*Confidentiality*) and Clause 14 (*Miscellaneous*), shall be incorporated herein by reference as if the same were reproduced herein.

4. Provisions of Clause 7.1, Clause 12.1 and Clause 13 of the SPA shall apply *mutatis mutandis* to this Letter Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

5. Without prejudice to anything mentioned under the SPA or any other Transaction Document, in the event of any conflict between the provisions of the SPA or any other Transaction Document and this Letter Agreement, the provisions of this Letter Agreement shall prevail, solely in respect of the matters expressly set out herein and solely as between the Parties hereto.

6. The SPA shall be read and construed in conjunction with this Letter Agreement and this Letter Agreement read along with the SPA shall constitute the entire understanding of the subject matter hereof. All references in the SPA to "this Agreement" shall be construed to mean the SPA as supplemented by this Letter Agreement and any reference to the SPA in any other agreement or document shall be construed as a reference to the SPA as supplemented by this Letter Agreement. This Letter Agreement shall be terminated automatically upon the termination of the SPA in accordance with the terms thereof.

7. This Letter Agreement is hereby expressly designated as a 'Transaction Document' for the purposes of the SPA, vis-à-vis the Seller and the Purchaser.

8. This Letter Agreement shall become effective from the Execution Date of the SPA.

[Signature pages to follow]