Terms & Conditions

Welcome to Single Pane Of Glass, a comprehensive IT Management Platform (the "Platform") owned, managed and operated by Chandrayan Technologies Private Limited (hereinafter referred to as the "Company", "Chandrayan", which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include its affiliates, successors in business and assigns).

1. **DEFINITIONS**

   a. “Agreement” shall mean this Master Service Agreement, Service Order Form(s), these Terms and Conditions including all schedule(s), exhibits and annexures attached hereto and any other document specifically incorporated herein by reference.

   b. “Applicable Laws” mean, in relation to the obligations of the Parties under this Agreement, any statute, law, regulation, circular, notification, ordinance, rules, judgment, order, decree, clearance, approval, directive, guideline, code, standards and manual, policy, requirement, or other government restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any government authority, whether in effect on the Effective Date or thereafter, applicable to the Services.

   c. “Application(s)” means any application the Customer runs on the Services, including any source code to be used with the Services or otherwise hosted on the cloud.

   d. "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party, where “Control” means control of greater than fifty percent of the voting rights or equity interests of a party or by way of contract, management agreement, voting trust, or otherwise.

   e. “Confidential Information” means the terms of this Agreement and all information in any medium concerning either Party and/or its Affiliates which is marked as confidential or should reasonably be considered to be confidential in the circumstances including but not limited to information related to a Party’s and/or its Affiliates business operations, business plans, financial forecasts and models, computer programs, codes, algorithms, personal and business data, know-how, trade secrets, formulas, processes, ideas, inventions (whether patented or not) and other technical, business, financial and product development plans, forecasts, strategies and information. Confidential Information does not include information that: (a) is independently developed by the recipient without use of the Confidential Information of the discloser; (b) is, at the time of disclosure by the disclosing party, already known to the recipient without confidentiality obligations; (c) is rightfully given to the recipient by a third party without confidentiality obligations; or (d) becomes publicly known through no fault of the recipient.

   f. "Customer” means any person who or entity which is accessing, using the Platform and Services, in any manner whatsoever, and in case of an individual, is of 18 years of age or older, capable of entering into a legally binding agreement under the laws in India;

   g. “Data Protection Laws”, for the purposes of this Agreement shall mean and include the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices & Procedures & Sensitive Personal Data & Information) Rules, 2011, any amendment thereto.

   h. “Documentation” means the documentation for the Services (as may be updated from time to time) in the form generally made available by Company to the Customer for use with the Services.

   i. “End Users” means the individuals or entities accessing Services under the Customer’s Account or an Application.

   j. “Fees” means the applicable fees for each Service and any applicable Taxes, as set out under the Schedules and Exhibits to this Agreement.

   k. “Intellectual Property Rights” means all current and future worldwide rights under patent, copyright, trade secret, trademark, or moral rights laws and other similar rights

   l. “Services” means the services provided by Company to the Customer under this Agreement, as detailed under Clause 2 and in any other service order executed between Customer and Company.

   m. “Taxes” means any duties, customs fees, levies (including equalization levy) or taxes (other than Company’s income tax) associated with the purchase of the Services, including any related penalties or interest.

   n. “User Data” means any data, information, media or other content submitted by the Customer or its End Users to the Services, but excluding any data provided to Company as part of the Customer’s general Account.

   o. In this Agreement, unless the context otherwise requires:

      i. words in the singular shall include words in the plural and words in the plural shall include the singular;

      ii. the headings and sub-headings used in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions;

      iii. reference to any one gender would include a reference to any other gender;

      iv. references to Clauses, Schedules and Parties herein are references to the articles or schedule of and parties to, this Agreement;

      v. reference to any agreement or contract shall be construed as reference to such agreement or contract as amended, modified or supplemented from time to time;

vi. references in this Agreement to any statutory provisions shall be construed as references to those provisions as amended, modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification);

vii. any Schedule and Exhibit attached hereto shall form an integral part of this Agreement and all words and expressions used in any Schedule and Exhibit shall have the same meaning as defined herein, unless repugnant to the context or meaning thereof.

2. SCOPE OF SERVICES

a. Provision of the Services. Subject to the terms and conditions of this Agreement, including the Customer's fulfilment of the payment obligations set forth herein, Company will use the commercially reasonable efforts to arrange and provide the Services as described under this Agreement. The Customer acknowledge that Services requested by the Customer may need to be procured and provided through third party, which shall be subject to limited warranties, services level indemnities etc. which shall be only on pass through basis. The Customer will reasonably cooperate with Company in connection with the Services. The Customer acknowledges and agrees that (i) it is solely responsible for its Application content, software and user data on the managed network, cloud and/or its infrastructure (ii) it is solely responsible for any decision it makes, including any act or omission, directly or indirectly, based on the Services, (iii) the use of the Services is at the Customer's sole risk and (iv) the Services are not guaranteed to produce any desired results and may not be error free. Quantitative performance standards for certain Services ("Service Levels") shall be set forth in the exhibits (as applicable).

b. Access. The Customer may access and use the Services in accordance with this Agreement during the Term. The Customer hereby agrees to assume sole responsibility for maintaining the confidentiality of Customer's account and login details. As such, the Customer hereby agrees to assume sole responsibility for all activities that occur under the Customer's account or via use of Customer's password. If the Customer becomes aware of any unauthorized use of its account or the password for its account, the Customer agrees to notify Company immediately. The Customer shall permit only its employees, authorized personnel, agents and contractors, (collectively, the "the Customer Representatives") to access the Services through the Customer's account; provided that the Customer shall ensure that actions and omissions of the Customer Representatives comply with the terms of this Agreement and that the Customer shall be fully responsible for all the actions and omissions of the Customer Representatives.

c. Service Restrictions. The Customer shall not: (a) sell, assign, sublicense, or otherwise transfer or encumber its rights to use the Services, to any individual or entity for any purpose whatsoever; (b) use the Services in a managed services arrangement (unless approved by the Company); (c) use the Services in violation of the terms of the Agreement; (d) attempt to use or gain unauthorized access to Company or to any third party's networks or equipment or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Services (or the servers and networks in connection with the Services); (f) permit other individuals or entities to use the Services; (g) attempt to probe, scan, or test the vulnerability of the Services, account, or network of the Company or any of its customers or suppliers; (h) interfere or attempt to interfere with the Services to any user, host, or network; (i) publicly disseminate information or perform analysis regarding performance of the Services; (i) create derivative works, reproduce, copy, translate, modify, adapt, decompile, disassemble or reverse engineer the object code version (if applicable) or otherwise attempt to secure the source code (if applicable) of all or any part of the Services and (k) engage in fraudulent activity of any nature. Also, the Customer shall use the Services for the lawful purposes only. Violation of any provision of this section shall be considered a material breach of this Agreement.

d. Trial Services: In the event the Customer utilizes the Services under this Agreement on a trial basis, the Customer acknowledges that the Services shall be provided on an 'as-is' basis throughout the trial term. THE COMPANY PROVIDES THE SERVICES WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CHANDRAYAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE TRIAL OFFERINGS WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE ENTIRE RISK AS TO THEQUALITY AND PERFORMANCE OF THE TRIAL OFFERINGS IS BORNE BY CUSTOMER.

e. Suspension of Services. If the Customer becomes aware that any Application (including an End User's use of an Application) content, or User Data violates this Agreement or applicable laws or infringe 3rd party intellectual property right, including the third party service terms and conditions, the Customer shall within a reasonable time period, remove the User Data and suspend access by the End User, as applicable and/or remove the infringing content. If the Customer fails to do so within a reasonable time after the Company sends notice of any violation, the Company may suspend or disable the Application and disable the Customer's Account immediately, until such violation is rectified by the Customer. In the event that Company reasonably determine that a violation could: (a) disrupt the Services; (b) disrupt use of the Services by a third party; (c) disrupt the Company network or servers used to provide the Services; or (d) allow unauthorized third party access to the Services, then the Company may without prior notice to the Customer, suspend the Customer's Account or the offending Application or End User account, to the minimum extent required to prevent or resolve the violation and report such action to the Customer within the reporting periods applicable under the Applicable Laws. The Customer hereby agrees to indemnify Company for any and all claims arising out of or in relation to such violation against Company or the service provider.

f. The Customer's Materials. The Customer acknowledges that, in order to perform the Services, the Company may require access to or the use of certain software, content, marks, or other information, material or intellectual property of the Customer or the Customer's suppliers ("the Customer Materials"). Accordingly, the Customer hereby grants to the

Company a non-exclusive, non-transferable license to use the Customer Materials provided by the Customer as necessary in order for Company to provide the Services.

g. Third Party Offerings. The Services may also include proprietary software and services from third party vendors under applicable vendor licenses. The open source components and third party software components from other vendors under applicable license are collectively referred to as ("Third Party Software"). The Services may also contain service offerings provided by other third-party service providers ("Third Party Services"). Third Party Software and Third-Party Services shall collectively be referred to as "Third Party Offering(s)". While the Customer's use of the Services is not intended to convey or distribute to the Customer any Third-Party Offerings, the Customer agrees and acknowledges that the Customer will comply with the Third-Party Offering terms and conditions (as applicable) which may be identified by Company. the Company shall not be liable for such Third Party Offerings.

h. Applications. The Customer is solely responsible for any software used along with the Customer applications, User Data and the content used and/or published through the application, network through Company Services and Company shall not be responsible for any software, content used by the Customer in connection with the Customer's use of the Services or made available in connection with the Services. Company shall not be responsible for and liable for any damages or losses arising from the use of the application, software and/or content by the Customer with the Service. The Company shall not be responsible for the software support and/or guarantee the quality, reliability or suitability of any third party software or service used by Company for providing the Service to the Customer. Company does not provide any technical support for any 3 rd party software or service

i. Updates: Company reserves the right to make any updates to the Services ("Updates"). In the event such Updates are mandatory for the Customer to continue using the Services, the Customer shall promptly incorporate and utilize the Updates or the Customer may lose access to the Services.

j. THIRD PARTY OFFERINGS MADE AVAILABLE IN THE SERVICES ARE MADE AVAILABLE "AS IS" WITHOUT ANY WARRANTY , EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT,AND THE CUSTOMER SHALL ALWAYS COMPLY WITH RELEV ANT TERMS, OBLIGATION UNDER THIRD PARTY OFFERINGS. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, SERVICE PROVIDERS OF THIRD-PARTY OFFERINGS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE,OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR THE SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY , WHETHER IN CONTRACT, WARRANTY , STRICT LIABILITY , NEGLIGENCE OR TORT(INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY , EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3. FEES AND PAYMENT

a. Services Fees/Fee. The Customer shall pay all Fees for each Services post necessary deduction (pertaining to tax deducted at source ("TDS")/withholding taxes as per the applicable provisions of the Income Tax Act, 1961 and in accordance with the payment terms set forth in the applicable exhibit. The Fees for each of the Services shall be exclusive of GST. Company's measurement of the Customer's use of the Services is final for billing and payment purposes. Certain Services will continue to take up resources following their activation (such as cloud servers, cloud databases and so forth) and will continue to incur Fees even if the Customer does not add any new service items or resources, or does not perform any new operations. Except as otherwise specified herein or in the applicable exhibit: (a) payment obligations are noncancellable; (b) Fees are non-refundable.

b. Payment Terms. Unless otherwise set forth in the exhibit, all Fees will be due and payable no later than 30 days from the date of invoice. Invoices will be issued to the Customer at the Customer's Account portal, via e-mail, or through another method chosen by Company. The Customer's obligation to pay all undisputed Fees is non-cancellable. All payments are due in the currency as agreed and set forth in the applicable invoice. All payments shall be made within thirty (30) days of the date of the invoice, unless otherwise specified in the applicable exhibit, without deduction, setoff, defence or counterclaim for any reason (save and except TDS). Outstanding payments shall be subject to a charge equal to 2.5% per month of the amount due or the maximum amount allowed by law. Company must receive notice of any billing disputes within ten (10) days from the invoice date or the charges shall be deemed to have been accepted. Should the Customer reasonably and in good faith dispute all or any portion of the amount due on any invoice, the Customer shall notify Company in writing, prior to the due of that invoice, of the nature and the basis of the dispute and/or adjustment as soon as possible. The Parties shall use commercially reasonable efforts to resolve the dispute prior to the payment due date.

c. The Parties agree that Company is having commitment with third parties, related to timely payments and associated cost and levies of penalty on non- payment on the total value of the invoice. Therefore, the Customer ensures timely payments to the Company to match the payment cycle of the third parties.

d. Suspension of the Services. If the Customer's account is 10 (ten) days or move overdue, in addition to any other rights or remedies (including but not limited to any termination rights set forth herein), the Company reserves the right to suspends the Customer's availability to the Services, without liability to Company, unless such payments are made in full to Company. Company may suspend, terminate, withdraw, or discontinue all or part of the Services upon receipt of a law-enforcement request, or when the Company believes that the Customer has breached any term of this Agreement.

4. TECHNICAL SUPPORT AND SERVICE LEVELS

a. Unless otherwise stated in the applicable exhibits, Company doesn't commit the Services shall meet any service levels.

b. Support for Services. Company is under no obligation to provide technical support or other services unless separately agreed to in writing and signed by the Parties or as set forth in the Order Form. The Customer acknowledges and agrees that technical support or other services may require additional costs and other fees to be paid by the Customer.

c. Support for Applications. The Customer is responsible for technical support of its Applications.

5. **OBLIGATIONS**

a. Compliance. The Customer is solely responsible for its Applications and User Data and for making sure its Applications and User Data comply with this Agreement (including the terms and conditions of third party service providers including Akamai) to the extent it is not contrary to any applicable laws. Company reserves the right to review all Applications to ensure the Customer's compliance with this Agreement. The Customer acknowledges and agrees that it is responsible for all use of the Service by End Users, End Users' access to Applications and User Data, activities under Accounts and for otherwise ensuring that each End User complies with this Agreement.

b. Privacy. The Customer will protect the privacy of its End Users in accordance with all applicable laws and regulations, including by communicating a legally adequate privacy notice to the End Users. Company shall process the User Data in accordance with the Customer's instruction under this Agreement and the Applicable Laws. The Customer may have the ability to access, monitor, use, or disclose User Data submitted by End Users through the Services. The Customer will obtain and maintain any required consents from End Users to allow the Customer's access, monitoring, use and disclosure of User Data to Company and the third party service provider.

c. Restrictions. The Customer will not and will neither allow its Affiliates, employees and contractors and/or any third parties under its control, management, supervision, or otherwise to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (except to the extent such a restriction is expressly prohibited by applicable law and where the Customer is permitted by law to so reverse engineer, the Customer will contact Company to obtain the desired information prior to such reverse engineering); (b) use the Services for the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage; (c) sublicense, resell, or distribute any or all of the Services separate from any integrated Application; or (d) access the Services in a manner intended to avoid incurring Fees or otherwise avoiding usage limitations. Company will not and will not allow its Affiliates, employees and contractors and any third parties under its control, management, supervision, or otherwise, except for the purposes of provision of Services under this Agreement and 3rd party' service terms and conditions, to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Application, User Data and content thereof (b) discloses, sublicense, resell, or distribute any or all of the Application, User Data and content thereof; and (d) access the source code of application, User Data and content thereof avoiding usage limitations or in breach of this Agreement

d. It is agreed that in connection with the performance of its obligations under this Agreement, in no event shall Company or any of its Affiliates be obligated to: (a) make modifications to their existing systems; (b) acquire additional assets equipment, rights or properties (including computer equipment, software, furniture, furnishings, fixtures, machinery, vehicles, tools and other tangible personal property) that are not in the ordinary course of business of the Company or (c) hire additional employees at the direction of the Customer.

6. **INTELLECTUAL PROPERTY RIGHTS AND USER DATA**

a. Company's Intellectual Property Rights. All Intellectual Property Rights in and to the Services, as between Company and the Customer, will be owned by Company and its licensors.

b. Customer's Intellectual Property Rights: The Customer retains all Intellectual Property rights, title and interest in and to the User Data, Application and the content distributed through the Application.

c. Feedback. If the Customer provides Company with any suggestions, ideas, comments, or other feedback about the Services ("Feedback"), Company may use and otherwise exploit that Feedback without restriction and without obligation to the Customer; provided, however, Company will not publicly disclose Feedback in a way that is identifiable to the Customer.

d. The Customer shall be solely responsible for maintaining and backing up User Data. The Customer represents and warrants that: (i) the Customer has all rights required to provide User Data to Company, for Company to use the User Data for this Agreement and for the Customer to use in connection with its use of the Services; and (ii) User Data and the Customer's use of User Data through the Services does not violate any laws or rights of any person.

e. The Customer hereby grants to Company a non-exclusive, sublicensable license to access, copy and use User Data to provide the Services in accordance with this Agreement. The Customer acknowledges and agrees that Company may disclose User Data to third parties for the processing and providing the Services. In the event that the Company is requested or compelled by regulatory, statutory and/or govt. authority to disclose matters relating to User Data, Company shall provide the Customer with a notice regarding such request, unless such notification is prohibited by the Applicable Law.

f. In the event that the Customer notifies Company that a data breach in connection with any personal data processed by Company on behalf of the Customer to be notifiable under the Data Protection Laws, the Customer and the Company shall work together in preparing and finalizing any notification statements in respect of the Data Breach required under the Data Protection Laws prior to disclosure to the relevant data protection regulators, data subject, or any other person. Each the Customer and the Company shall keep a copy of each signed-off notification statement for their record. The Customer and Company agree that each, the Customer, the Company, its Affiliates and respective personnel shall not make any public statement or disclosure relating to any suspected or actual Data Breach without prior mutual written consent.

7. **TERM AND TERMINATION; SUSPENSION**

a. Term. This Agreement will commence upon the Effective Date and continue for the period of 12 months (“Term”) unless terminated earlier as set forth below. The Term shall automatically renew for subsequent periods of the same length as the initial Term, unless terminated earlier in accordance with the Agreement.

b. Termination with Cause. Company may terminate this Agreement or suspend the Customer’s access to the Services upon ten (10) days prior written notice to the Customer if:
   - The Customer has not paid any undisputed Fees or other amounts owed by it to Chandrayan Technologies Pvt. Ltd within 10 days after the applicable due date;
   - Company upon investigation arrives at a reasonable conclusion that the Customer has violated any applicable laws related to performance of its obligations under this Agreement, or engaged in any fraudulent or deceptive activity, in connection with the Customer’s use of the Services; or
   - Company, at its sole discretion, terminates its provision of or access to the Services in India

c. Termination for Insolvency: Either Party may forthwith terminate this Agreement, If a petition for insolvency is filed against the other Party and such petition is not dismissed within ninety (90) days after filing and/or if the other Party makes an arrangement for the benefit of its creditors or, if the court receiver is appointed as receiver of all/any of properties of the other.

d. Termination for Material Breach. If either Party materially breaches this Agreement or an Order Form, the other party may terminate this Agreement or the applicable Order Form by giving 30 days’ prior written notice, if the matters set forth in that notice are not cured to the other Party’s reasonable satisfaction within the aforesaid 30 day notice period. Where the defaulting Party is in material breach of this Agreement as aforementioned, the non-defaulting Party may elect whether to terminate this Agreement in its entirety or only the applicable Order Form.

e. No Liability for Termination. Neither party will be liable to the other because of the termination, for damages caused by the loss of prospective profits or anticipated sales.

f. Termination for Convenience: This Agreement or any exhibit may be terminated by mutual written agreement of the Parties.

g. Effect of Suspension. If Company suspends the Customer’s access to any or all of the Services or this Agreement is terminated in accordance with the terms hereof: (a) the Customer remains responsible for all Fees accrued until the date of suspension (including where the charges were incurred before suspension date but performance of the relevant obligations were after the suspension date) or termination; (b) the Customer remains responsible for any accrued fee for any part of the Services to which the Customer has access; until the date of Suspension or termination; and (c) the Customer will not be entitled to any service credits (if applicable) under any applicable service level agreement for any period of suspension.

h. Effects of Termination. Upon termination or expiry: (i) the Customer will pay the Company Fees or other amounts on pro-rata basis for the Services utilized by the Customer and owed otherwise, within ten (10) days of termination or expiration provided that the Fees are not prepaid Fees, (ii) the Customer will delete the Software and remove from the Services any Application and User Data; and (iii) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party. However, the Company shall have the right to retain such information as required for the purpose of audit and compliance to applicable laws. Upon the termination or expiration of this Agreement for any reason whatsoever, either Party shall:
   - Immediately refrain from any action that would or may indicate any relationship with the other Party.
   - Immediately cease to use in any manner whatsoever the trademarks, name of other Party and its corporate logo/ IPR in any future correspondence/ communication(s), as communicated, subject to the terms of this Agreement.

i. The expiration or termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination

j. Survival: Any provisions under this Agreement, which by its nature should survive the Agreement shall survive the expiry or termination of this Agreement.

8. **REPRESENTATIONS & WARRANTIES.**

a. Each Party hereby represent and warrant that: (i) it is a company duly organized, validly existing under the Indian Laws. (ii) it has the necessary corporate power and authority to execute this Agreement; (iii) it shall not violate any intellectual property right of the other Party and/ or any other third-party; (iv) it shall comply with applicable laws at all times; (v) it shall not commit any fraud; and (vi) it shall perform its obligations under this Agreement on time.

b. Company represents and warrants for the Term that it shall provide the Services substantially in accordance with the exhibits.

c. The Customer hereby represents and warrants that (i) it is the owner/exclusive rights holder of User Data; (ii) it has obtained all necessary rights, licenses, permits, approvals, consents and sanctions to enable it to enter into this Agreement and to perform its duties, obligations and responsibilities hereunder and shall keep and maintain the same valid; (iii) the execution, delivery and performance of this Agreement by the Customer shall not conflict with, result in a breach of or default under any Applicable Laws or any agreement or arrangement, written or oral, to which it is a party or by which it is bound; (iv) there are no suits, actions or arbitration or other proceedings pending or threatened against it which are likely to adversely affect the validity, propriety or enforceability of this Agreement or the transactions contemplated herein or prevent it from entering into this Agreement or perform its obligations hereunder; (v) it shall ensure that its network and systems used to access and use the Services comply with any technical requirements specified by the Company and/or its 3rd party service provider including Akamai (vi) it shall be solely responsible for the accuracy, quality, license, permission and legality of User Data (vii) it shall ensure the compliance with applicable laws with respected that any personal data of

users provided to the Company the means by which Customer acquired any such personal data and the instructions it provides to Company regarding the processing of such personal data; (viii) Customer shall not provide or make available to the Company any personal data of Users in violation of the applicable laws or otherwise inappropriate for the nature of the services (ix) it shall have no claim for a breach of Company's warranties if the Customer is in material breach of the Agreement (including, without limitation, payment default) or if a Service failure arises as a result of Customer's use of the Services in a manner inconsistent with the Agreement or 3rd party service provider's service instructions.

d. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON "AS IS" BASIS. Company AND ITS SUPPLIERS/ THIRD-PARTY OFFERINGS OWNERS SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, ETIHER EXPRESS OR IMPLED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY , TITLE AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORITY RIGHTS, IF ANY , SHALL BE LIMITED TO THE MINIMUM PERIOD REQUIRED BY LAW. THE COMPANY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF THE COMPANY. COMPANY EXCERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE CUSTOMER'S USE OF THE HOSTING APPLICATION PLATFORM (AS APPLICABLE). THE COMPANY DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY , QUALITY , RELIABILITY , SUITABILITY , COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY REPORTS, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED BY THE CUSTOMER RELATED TO THE CUSTOMER'S USE OF THE SERVICES. THAT USER DATA WILL NOT BE SUBJECT TO LOSS OR DAMAGE. THAT THE SERVICES OR SOFTWARE WILL BE COMPATIBLE WITH THE CUSTOMER'S OR ITS END USERS' NETWORKS, SYSTEMS, APPLICATIONS, HARDWARE, OR DEVICES; OR THAT THE SERVICES WILL BE OF MERCHANTABLE QUALITY OR FIT FOR ANY PARTICULAR PURPOSE. THE SERVICES ARE NOT Designed OR Intended FOR HIGH-RISK ACTIVITIES.

9. **CONFIDENTIAL INFORMATION.**

a. Confidential Information: Confidential Information means any information and/or materials relating to or disclosed in the course of the Agreement by any Party and shall include, the terms and existence of this Agreement. The Parties shall keep the Confidential Information confidential and shall not without the prior written consent of the other Parties, divulge the Information to any other person or use the Confidential Information other than for carrying out the purposes of this Agreement. The receiving Party will use the same degree of care to protect Confidential Information as it uses for its own similar information, but in no event less than reasonable care and will use Confidential Information only for the purpose of fulfilling its obligations under this Agreement. The Disclosing Party shall grant access to Confidential Information to its Representatives strictly on a "need to know" basis and that the Confidential Information shall be used strictly for the purposes contemplated under the terms of this Agreement. The Receiving Party shall covenant with all its Representatives not to do anything or undertake any action in violation of the terms of this Agreement and shall be bound by the confidentiality obligations contained herein. The Receiving Party shall be liable for all acts of omission, commission, unauthorized breach, usage, access or leakage of the Confidential Information which are attributable to it and to its Representatives.

b. The Parties shall prevent disclosure of Confidential Information to unauthorized parties, maintain adequate security measures to safeguard the Confidential Information from any unauthorized breach, disclosure or use and segregate and keep separately all the Confidential Information.

c. The Parties agree that any unauthorized use or disclosure of Confidential Information by or on account of the Receiving Party and/or their Representatives may cause immediate and irreparable harm to the Disclosing Party. The Receiving Party further agrees that money damages may not constitute an adequate remedy for the same and in such an event, the Parties agree that the Disclosing Party may also seek injunctive relief as appropriate, apart from having the right to take other measures as appropriate.

d. The Parties agree that if the Receiving Party is directed by court order or other legal, quasilegal or regulatory agency's request or similar process to disclose any Confidential Information, then the Receiving Party shall, to the extent reasonably possible whilst complying with the said order, has notified the Disclosing Party of such requirements prior to any such disclosure and provided the Disclosing Party with a reasonable opportunity to contest the requirement to disclose the information or to limit the extent of the disclosure. The Receiving Party also hereby agrees to reasonably co-operate with the Disclosing Party in any legal proceedings bought or initiated by the Disclosing Party in this regard, at the Disclosing Party's costs.

e. "Confidential Information" does not include information that (a) is or becomes part of the public domain through no fault of the receiving Party; (b) was already in possession of the receiving Party; or (c) was independently developed by the receiving Party without violation of this clause. The receiving Party may disclose Confidential Information if required to do so by law, if the receiving Party, unless legally prohibited, provides the disclosing Party with prompt notice and complies with any protective order imposed on such disclosure.

f. The receiving Party will promptly return or destroy the other Party's Confidential Information upon termination or expiry of this Agreement and/ or upon request of the other party and certify the same in writing. This shall be subject to any retention requirements of the Parties necessitated on account of applicable laws and audit requirements driven by legal and/or regulatory requirements.

g. The terms of this Clause shall survive the expiration or termination of this Agreement

10. **INDEMNITY AND LIMITATION OF LIABILITY.**

a. The Customer shall defend, hold harmless and indemnify Company and its directors, officers and employees from and against any and all direct and actual liabilities, damages, losses, claims, costs and expenses (including attorney's fees)

("Losses") arising from or resulting from any claims, including, third-party claim arising out of or relating to:
(i) the Customer's breach of any representation, warranty, covenant, undertaking and/ or obligation under this Agreement;
(ii) breach of data
(iii) breach of applicable law including but not limited 3rd party intellectual property rights;
(iv) breach of service conditions;
(v) fraud, negligence and/ or misconduct;
(vi) any act or omission resulting in a claim under this Agreement;
(vii) death and/ or physical injury and/ or damage to property. Company shall promptly notify the Customer in writing of the claim, promptly after Company first learns of the claim, action, suit or proceeding. Each party shall provide the other, with such assistance and cooperation as the other Party Customer may reasonably request.

b. Company agrees to, indemnify, defend and hold harmless the Customer and its directors, officers and employees to the extent of any Losses actually incurred or suffered by such person, as a result of:
(i) breach or inaccuracy of any representation or warranty as provided under Clause 8 (a) of this Agreement, by Company; and
(ii) any third party claims on such person with respect to or on account of the provision of the Services.

c. It is clarified that "Losses" shall not include any and all remote, incidental, special, exemplary, punitive, special, indirect or consequential losses, loss of opportunity, speculation losses, loss of goodwill, loss of revenue or opportunity cost

d. No amount shall be payable by Company or the Customer hereunder with respect to any indemnification event unless the indemnified parties have notified the indemnifying parties in writing of such claim, on or prior to 12 (twelve) months from the date of termination of this Agreement.

e. The indemnified person shall take all reasonable steps to avoid or mitigate any Loss arising in relation to an indemnification event.

f. Company will have no obligation to the Customer, to the extent an indemnification Claim arises from:
(i) the Customer's breach of this Agreement;
(ii) User Data;
(iii) use of the software or Services in combination with any products, services, data, software, hardware or business processes not provided by Company and the alleged infringement is solely based on that combination;
(iv) use of non-current or unsupported versions of the Service;
(v) change in Applicable Law;
(vi) any liability which is contingent unless and until such contingent liability fructifies into an actual liability and is due and payable;
(vii) any matter, omission or transaction carried out by the Customer or by Company at the written instructions of the Customer;
(viii) modifications to the software or Services by anyone other than Company or its Affiliates; or (viii) Third Party Offerings.

g. The foregoing states the entire liability and the sole remedy of either Party for matters in respect of indemnity.

h. Disclaimer of Certain Liabilities. If the Services are interrupted for any of the reasons set forth below, Company will promptly cooperate with the entities involved to resolve the applicable interruption and Company disclaims liability for any loss so caused by the following, however, Company shall ensure to the best of its commercial effort that the Customer's business continuity is not interrupted or affected: causes attributable to infrastructure operators, including but not limited to technical adjustments made by telecommunications operators, damage to telecommunications/power lines, installation, modification or maintenance of telecommunications networks/power resources by telecommunications/power operators. The Customer's use of the Services in a manner not authorized by the Company; improper operation by the Customer or failures in the Customer's computer software, systems, hardware or telecommunications lines.

i. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY , DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THISALLOCATION IS REFLECTED IN THE FEES CHARGED BY THE COMPANY TO THE CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT AND EACH OF THESE PROVISIONS WIL APPLY EVEN IF THE LIMITED REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

j. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT; COMPANYSHALL NOT HA VE ANY LIABILITY WHATSOEVER IN CASE OF ANY CLAIMS, INCLUDING, THIRD PARTY CLAIMS, DEMANDS, SUIT, ACTIONS, OR OTHER PROCEEDINGS AGAINST THE CUSTOMER OR ITS PERSONNEL OR ANY OTHER PERSON ENGAGED BY THE CUSTOMER IN THE COURSE OF PERFORMANCE OF THE CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT. IN THE EVENT THE COMPANY IS HELD LIABLE FOR DIRECT DAMAGES UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY OF THE COMPANY SHALL NOT EXCEED INR 100,000/- [INR ONE HUNDRED THOUSAND ONLY].

k. The parties acknowledge and agree that, regardless of anything to the contrary in this Agreement, the Customer's sole and exclusive remedy for a breach of an SLA is the receipt of any applicable service credits as set forth in the exhibits and pursuant to the applicable SLA.

11. **GRIEVANCE REDRESSAL MECHANISM.**

Customers may report any complaints, grievances, or concerns related to the platform, including service availability, data confidentiality, information security, or violations of applicable terms and conditions.

All grievances will be formally acknowledged addressed to ensure timely and satisfactory resolution. Any complaints, concerns regarding platform content or services, or suspected breaches should be promptly reported to the designated

Grievance Redressal Officer in writing via email at grievance@spog.ai or by post to the designated Grievance Redressal Officer at the address provided below.

Grievance Redressal Officer
Tanmay Dhingra
Times Center,
FC - 6, 1st Floor,
Film City, Sector 16A,
Noida, Uttar Pradesh 201301
Ph -91-120-6776969

The designated team will ensure appropriate resolution, escalation, and corrective actions, wherever necessary.

12. **MISCELLENOUS.**

a. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns and any persons entitled to indemnity hereunder.

b. Force Majeure. Except for the Customer's obligation to pay the necessary fees for the Services, neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is from causes outside reasonable control of a Party/ such causes may include fire, flood, earthquake, pandemics, epidemics, lockdowns, natural disasters or acts of God, terrorist acts, riots, civil disorders, freight embargoes, government action, or the like, provided the non-performing Party is without fault in causing such default of delay and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (including disaster recovery services, if any). A Party whose performance is affected by a Force Majeure Event shall give prompt notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event

c. Relationship of the Parties. Nothing in this Agreement shall constitute an exclusive relationship or a partnership, joint venture, employment or agency relationship between the Parties. Neither Party shall have any authority or power to bind the other Party or to enter into any agreement in the name of or create a liability against the other Party in any way or for any purpose. Nothing contained in this Agreement should be construed to give either party the power to act as an agent or direct or control the day-to-day activities of the other. Financial and other obligations associated with each party's business are the sole responsibility of that party.

d. Trademarks and Publicity. Neither Party shall use the other Party's or any affiliates' name or trademark or otherwise refer to a Party's or any affiliates in any written materials, or in any other media now or hereafter created, without the prior written consent of the other Party or the applicable affiliate in each instance. Notwithstanding the foregoing, the Customer agrees that the Company reserves the right to include the Customer's name in a published list of organizations who have availed the Services.

e. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of India. The courts at New Delhi, India shall have exclusive jurisdiction to decide any dispute between the Parties under this Agreement.

f. Binding Effect and Assignment. The Customer may not encumber or otherwise transfer or dispose of any of its rights, duties or obligations under this Agreement without the Company express prior written consent. Company may assign this Agreement and/or any of its rights hereunder without the consent of the Customer, to any third-party, the Company's parent, affiliate, group entity, to Company's successor pursuant to a merger, consolidation or sale, or to an entity which acquires all or substantially all of the business of Company relating to this Agreement. Any assignment in violation of this provision shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and permitted assigns.

g. Modifications, Amendment, Supplement and Waiver. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provision hereof shall be binding upon the Parties unless made in writing and duly signed by authorized representatives of both Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

h. Waiver. The waiver by either party of any breach of this Agreement does not waive any other breach. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any part of this Agreement is unenforceable, the remaining portions of this Agreement will remain in full force and effect.

i. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and have no effect and the remaining provisions shall continue in full force.

j. Counterparts. This Agreement including an Order Form may be executed in counterparts, each of which shall constitute an original as against the Party whose signature appears thereon and all of which together shall constitute one and the same instrument.

k. Entire Agreement. This Agreement, together with all General Terms and Conditions, exhibits and schedules attached hereto, constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written and all other prior or contemporaneous communications between the Parties relating to the subject matter herein. Only a written instrument that refers to this Agreement and is duly signed by the authorized representatives of both Parties may amend this Agreement.

l. Notices. All notices required by this Agreement shall be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, or the equivalent at the addresses provided in the first page in the recital section of this

Agreement.

m. **SERVICE USAGE POLICY**
This Service Usage Policy sets out rules applicable to use of Service.

A. **PROHIBITED ACTIVITIES**

The Customer shall not to (and to not allow or cause any person (including any End Users) to) engage. in any of the following prohibited activities (or encourage any person to engage in such prohibited activities) on or in relation to Services.

B. **No breach of the Terms of Service.**

The Customer may not use Services in any manner or for any purpose which breaches these Terms of Service (including this policy) or which breaches the terms of service of any other service or product

C. **No illegal, harmful or offensive use or content.**

a. the Customer may not use Services to: violate any applicable laws, regulations, governmental orders or decrees;

b. engage in, promote, or encourage any illegal (or potentially illegal) activities;

c. send any unsolicited, unauthorised spam, advertising or promotional messages;

d. share or publish any other person’s personally identifiable information using Services without their express consent;

e. create multiple accounts for disruptive or abusive purposes;

f. submit, upload, store, transmit, distribute, display or otherwise make available any content (whether displayed publicly or not) which in fact or in our reasonable opinion:

g. violates any applicable laws or regulations;

h. infringes our rights or any third party’s rights – including any intellectual property rights, contractual rights, confidentiality rights or privacy rights;

i. creates a risk of loss or damage to any person or property;

j. is fraudulent, false, misleading or deceptive;

k. harms or exploits, or may harm or exploit any person (whether adult or minor) in any way, including via bullying or harassment, or threats, support, or encouragement of violence;

l. is hateful, harassing, abusive, promoting bigotry, racially or ethnically offensive, defamatory, humiliating to other people (publicly or otherwise), threatening, profane or otherwise objectionable;

m. promotes or encourages self-harming; or

n. is pornographic, sexually explicit, violent or otherwise of a mature nature; or

o. impersonate any person or misrepresent its affiliation with any person or entity in registering or using an account (including by creating a misrepresentative account name or accessing another user’s account) or in making any communications or sharing or publishing any content or information using Services.

D. **No security breach or network abuse.**

The Customer may not use Services to:

a. interfere with, or attempt to interfere with, any user’s or any other party’s access to Services;

b. disable, interfere with or circumvent any parts of Services;

c. intentionally distribute viruses, worms, Trojan horses, corrupted files or other malicious code or items;

d. probe or test the vulnerability of, or otherwise circumvent (or attempt to circumvent) any security features on, Services, our Systems or other users' Systems. "Systems" means any network, computer or telecommunication systems;

e. decompile, reverse compile or reverse engineer any of Services Software, or seek to do any of the foregoing, except to the extent that applicable laws and regulations do not allow us to prevent the Customer from doing this;

f. interfere with our, any user's or any other party's Systems – including via unauthorised access; interception of data or connections; falsifying the origin of data or connections; or attacking any Systems in an unauthorised manner (including by "Denial of Service" attacks or broadcast attacks); or

g. operating any Systems or services on (or that connect to) Services that are prohibited by us, at our sole discretion.

E. **RESTRICTIONS ON USE OF SERVICES**

The Customer may not and may not permit any other person (including any End Users) to (except where Company expressly permit the Customer to do so):

a. Sub-license, rent, lease or sell Services;

b. Use Services/ to gain unauthorised access to any system, account or data;

c. Directly or indirectly charge others for use or access to Services

d. Directly or indirectly suggest our support or endorsement of any product, service or content (including any Company website);

e. Make Services publicly available or available on any network for copying, download or use by any person or persons;

f. Remove, obscure or modify any copyright, trade mark or other proprietary rights notice, marks or indications found in or on Services;

g. misrepresent the source or ownership of Services;

h. Copy, reproduce, adapt, modify, translate or create derivate works from Services, lend, hire, rent, perform, sub-license, make available to the public, broadcast, distribute, transmit or otherwise use any Licensed Item in whole or in part, or attempt to do any of the foregoing;

i. Attempt to disrupt or interfere with Services including manipulating the legitimate operation of Services;

j. Use cheats, exploits, automation or any unauthorised third party software designed to modify or interfere with Services;

k. Disrupt or overburden any computer or server used to offer or support Services , or other users' use of Services ; or

l. Develop any plug-ins, external components, compatibles or interconnection elements or other technology that inter-operate with Services , except where Company expressly permit the Customer to do so via Services. Where the Company have granted the Customer such express permission, such use by the Customer of the Services will be subject to the Services Terms of Service and any Additional Terms as notified by us to the Customer.

m. Please note that there may be technological measures in Services that are designed to prevent unlicensed or unauthorised use of Services or use of Services in breach of this Policy. The Customer agree that Company may use these measures and that the Customer will not seek to disable or circumvent them in any way

F. **BREACH OF THIS POLICY OR MISUSE OF SERVICES**

The Customer acknowledge and agree that Company reserve the right, but not obliged, to investigate any alleged breach of this Policy or misuse of Services. The Company may terminate any user's use of or access to Services for any breach of these service usage terms. In addition and to the extent not already allowed by the Services Terms of Service, the Company may report any activity that violates (or may violate) any applicable laws or regulations to appropriate law enforcement or regulatory authorities or other appropriate third parties and cooperate with such authorities or third parties in any related investigations. Such cooperation may include disclosing:

a. The Customer's Content in accordance with the Services Terms of Service;

b. Any Services-related information that relates to the alleged breach of this Policy or misuse of Services; and/or

c. Any other information or materials as allowed by the Services Terms of Service.

Last Update: November 20, 2026