

Subscriber Agreement

This Subscriber Agreement (the "Agreement") is entered into by and between Aurionpro Solutions Ltd having its office at Synergia IT Park, Plot No-R-270, T.T.C. Industrial Estate, Near Rabale Police Station, Navi Mumbai, Thane, Maharashtra - 400701, India ("Aurionpro," "we," "our," "us" which includes our group companies or licensors or contractors wherever context requires) and the organisation/person agreeing to the terms of this Agreement ("Customer"). This Agreement shall be effective on Effective Date. If you are entering into this Agreement on behalf of your organisation, that organisation is deemed to be the Customer and you represent that you have the power and authority bind that organisation to this Agreement.

1. The Service

1.1 Provision of the Service: We will provide the Service with applicable features to the Customer which are subscribed as per applicable [Subscription pursuant](#) to this Agreement during the applicable Subscription Term. We may update the content, functionality, and user interface of the Service from time to time in its sole discretion.

1.2 Access Rights: Customer has a non-exclusive, non-sublicensable, non-transferable, revocable right to access and use the Service pursuant to this Agreement during the applicable Subscription Term, solely for Customer's internal business purposes subject to the limitations set forth in this agreement and applicable terms.

1.3 Features and Functionality: Customer agrees that any purchases under this Agreement will be subject to applicable features at the time of subscription and are not contingent on the delivery of any future feature or functionality or dependent on any oral or written public or private comments made by us regarding future features or functionality. We may release enhancements and other features and functionality in our sole discretion. Some features and functionality may be available only with certain versions of the Service.

1.4 Usage Restrictions: Customer shall not (a) make the Service available to, or use any Service for the benefit of, anyone other than Customer; (b) rent, sublicense, re-sell, assign, transfer, distribute, time share, or similarly exploit the Service; (c) reverse engineer, copy, modify, adapt, hack the Service, or otherwise attempt to gain unauthorised access to the Service or its related systems or networks; (d) access the Service, the documentation, or our Confidential Information to build a competitive product or service; (e) alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on, or affixed to the Service; (f) allow other person to use the Service other than the authorised users; (g) access or use the Service in violation of applicable laws, to send or store infringing, obscene, threatening, or otherwise unlawful material, for breach of third-party rights/privacy; (h) introduce software viruses, worms, Trojan horses or other harmful computer code, files, or scripts in or through the Service; nor shall interfere with or disrupts the performance of the Service (or the data contained therein).

1.5 Administration of Customer's Account: Customer acknowledges that it retains administrative control over to whom it grants access to Customer Data hosted in the Service. Customer may specify an End User to be the billing owner and, depending on the Subscription, one or more End Users to be administrators (each an "Administrator") to manage its account, and we are entitled to rely on communications from an Administrator when servicing Customer's account. Depending on the version purchased by Customer, Customer's Administrator(s) may have the ability to access, monitor, use, and/or export Customer Data. Customer is responsible for maintaining the security of End User accounts and passwords.

1.6 Compliance: Customer is responsible for use of the Service by it, its End Users and for their compliance with this Agreement. Customer is solely responsible for the accuracy, quality, legality, reliability, and appropriateness of all Customer Data. Customer shall ensure that it is entitled to transfer the relevant Customer Data to us so that we and our service providers may lawfully use, process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf. Customer shall promptly notify us if it becomes aware of any unauthorised use of or access to Customer's account or the Service.

1.7 Protection of Customer Data: We will implement and maintain administrative, organisational, and technical safeguards designed for the protection, confidentiality, and integrity of Customer Data as per applicable laws. In the event, consent of Customer needs to be availed before processing the Customer Data, or transfer of the Customer Data, the Customer hereby grants the consent. Customer shall ensure that the Customer Data is in compliance with the applicable laws.

1.8 Customer's Use of Third-Party Services: Customer may install or enable third party services for use with the Service, in connection with Customer's use of the Service ("Third Party Services"). Any acquisition and use by Customer or its End Users of such Third-Party Services is sole responsibility of Customer as per applicable third-party provider and we shall incur no liability or obligation in connection therewith or use, transmission of Customer Data by Third-Party Services.

1.9 Suspension: We shall have the right to request and instruct that Customer suspend the account of any End User who (a) violates this Agreement or other applicable terms or applicable laws or our reasonable instructions; or (b) is using the Service in a manner that we reasonably believe may cause a security risk, a disruption to others' use of the Service, or liability for us. If Customer fails to promptly suspend or terminate such End User's account, we reserve the right to do so.

1.10 Trial Subscriptions: If made available in our sole discretion, Customer may access a version of the Service on a trial basis (a "Trial") subject to the terms of this Agreement; provided, however, the following additional terms shall apply to its Trial notwithstanding anything to the contrary herein: (a) We shall have the right to terminate a Trial at any time and for any reason; (b) We are providing the Service "as is" and makes no warranties (express or implied) of any kind with respect to the Service during the Trial; and (c) we shall have no obligation to indemnify Customer. CUSTOMER ACKNOWLEDGES THAT ITS TRIAL WILL AUTOMATICALLY CONVERT TO A SUBSCRIPTION AT THE END OF THE TRIAL AND THAT WE MAY CHARGE CUSTOMER FOR THE APPLICABLE SUBSCRIPTION FEES UNLESS CUSTOMER HAS NOTIFIED US IN WRITING OF ITS DECISION TO OPT OUT DURING THE TRIAL.

2 Warranties

2.1 Customer warrants that (a) it has requisite approvals, authorisations and capacity to enter into this Agreement and it is legally binding upon it and enforceable in accordance with its terms; (b) it has obtained all legally required consents and permissions from End Users for the submission and processing of personal data through the Service; and (c) the transfer and processing of Customer Data under the Agreement is lawful.

2.3 Disclaimer: EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE, ADDITIONAL SERVICES, AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE,

OR ERROR-FREE. WE ARE NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS, DELIVERY FAILURES, INTERCEPTION, ALTERATION, INTERCONNECTIN, OR OTHER DAMAGE, INCLUDING PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND COMPUTING DEVICES, TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AND THIRD-PARTY HOSTING OR OTHER SERVICES PROVIDERS.

3 Fees and Payment

3.1 Subscription Fees: Customer's Subscription fees are set forth in the Subscription Models published on our website and Customer shall be charged based on the type of Subscription availed including the number of End Users as may be applicable. Customer shall pay all fees when due monthly/quarterly/half yearly/ yearly as per the applicable Subscription and is responsible for providing complete and accurate billing information to us. Customer authorises us to charge such fees as may be applicable using Customer's selected payment method. Payment obligations are non-cancellable and fees paid are non-refundable. The number of End Users purchased under a Subscription cannot be decreased during the applicable Subscription Term. If Customer requires the use of a purchase order or purchase order number, Customer shall provide the purchase order number at the time of purchase. In case of a third-party payment processor network, Customer shall be responsible for payment of all fees and charges associated with use of such network. We reserve the right to suspend Customer's account, in addition to all of other available rights and remedies, in the event that Customer's account becomes overdue. Suspension shall not relieve Customer's obligation to pay amounts due. We reserve the right to revise fee rates and/or the billable amount structure for the Service at any time and will provide Customer with notice of any such changes at least twenty (20) days prior. We may charge Customer the then-current pricing for the applicable Subscription if the number of End Users is modified and/or if Customer changes its Subscription plan.

3.2 Auto-renewal: Customer agrees that Subscription will automatically renew on an annual or monthly basis depending on Customer's Subscription (the "Renewal Date") and Customer authorises us to automatically charge Customer for the applicable fees for such renewal unless the Subscription has been terminated or cancelled in accordance with this Agreement. If Customer wishes to reduce the number of End Users in its Subscription, they must do so prior to the Renewal Date. Customer must cancel its Subscription prior to the Renewal Date. Customer can cancel Subscription anytime online by going into account settings and following the instructions provided. If Customer chooses to cancel Subscription during the Subscription Term, Customer may use the Service until the end of Customer's then-current Subscription Term or renewal period, however shall not be entitled to and will not be provided any refund of any fees/amounts.

3.3 End Users: If applicable and made available, Customer may add End Users to its Subscription at any time on written notice to us. We reserve the right to calculate the total number of End Users periodically and, if the number of End Users exceeds Customer's current Subscription, then we reserve the right to invoice Customer for the additional End Users on for the entire Subscription Term.

3.4 Taxes: Any fees charged to Customer are exclusive of taxes. Except for those taxes based on our net income, Customer shall be responsible for all applicable taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Should any payment for the Service be subject to withholding tax by any government, Customer shall reimburse us for such withholding tax.

4 Term and Termination

This Agreement commences on the Effective Date and shall remain in effect until all Subscriptions to the Service granted in accordance with this Agreement have expired or been terminated. Either party may terminate this Agreement if the other party: (a) is in material breach of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching party, except that termination will take effect on notice in the event of a breach of Section 1.4 ("Usage Restrictions"); or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days. Upon expiration or termination of this Agreement for any reason, all Subscriptions and any other rights granted to Customer under this Agreement shall immediately terminate, and we may immediately deactivate Customer's account(s) associated with the Agreement. In no event will any termination relieve Customer of the obligation to pay any fees accrued or payable to us.

5 Confidentiality

5.1 Each party hereto acknowledges that by reason of its relationship with the other parties hereunder, it will have access to certain information and materials concerning the other parties' and their suppliers' business, technology, and/or products (including the Service, Documentations and other related material to be delivered by us under this Agreement) that is confidential and of substantial value to the other parties, which value would be impaired if such information was disclosed to third parties ("Confidential Information"). Each party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information, except as authorised under this Agreement, and will protect the confidentiality of such information with the same degree of care which it uses to protect its own confidential information. Such use and non-disclosure obligations shall not apply to information which (a) was already rightfully known to the party prior to disclosure by the other party hereunder without the obligation of confidentiality; (b) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the other party; (c) has been rightfully received from a third party not under obligation of confidentiality; (d) has been approved for release by written authorisations; (e) was independently developed by a party; or (f) is required to be disclosed by law. Provided when our information is required to be disclosed under applicable law, Customer shall give us reasonable opportunity to contest such disclosure and disclose the information with our consultation.

5.2 Injunctive Relief: In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

5.3 Sensitive/Personal Information: Customer agrees that it shall not use the Service to send or store personal information subject to special regulatory or contractual handling requirements.

6 Intellectual Property Rights

6.1 By Customer: Customer owns all right, title, and interest in and to Customer Confidential Information and Customer Data, including all related Intellectual Property Rights. Customer grants us and our authorised third party service providers a worldwide, non-exclusive licence to host, copy, access, process, transmit, and display Customer Data: (a) to maintain, provide, and improve the Service and perform under this Agreement; (b) to prevent or address technical or security issues and resolve support requests; (c) to investigate in good faith an allegation that an End User is in violation of this Agreement or applicable terms or applicable law; (d) otherwise required to fulfil our obligations under applicable law.

6.2 By us: We own and will continue to own all right, title, and interest, including all related Intellectual Property Rights, in and to our Confidential Information, Documentation, software, application, tools, utilities, materials/ information developed by us or is a result of the Service or any services provided by us, and the Service, including any enhancements, customisations, or modifications thereto.

6.3 Suggestions: We welcome feedback from its customers about the Service and additional services. If Customer (including any End User) provides us with any feedback or suggestions regarding the Service or additional services ("Feedback"), We may use, disclose, reproduce, sublicense, or otherwise distribute and exploit the Feedback without restriction or any obligation to Customer or any End User provided that we shall not identify Customer or any End User as the source of such Feedback.

7 Indemnification

7.1 By Customer: Customer shall defend us, our service providers and our/their employees, officers, and directors (together, the "Aurionpro Indemnified Parties") from and against actual or alleged amounts, costs, damages, expenses, third party claims, actions, and demands arising from the use of Customer Data or use of Service by Customer in violation of this Agreement/other applicable terms/applicable law or allegations that Customer Data, unauthorised use of the Service by Customer or its End Users, or processing of data pursuant to Customer's instructions infringes a third party's Intellectual Property Right or privacy right.

7.2 By us: We shall defend Customer, and its employees, officers, and directors (together the "Customer Indemnified Parties") from and against third party claims, actions, and demands alleging that Customer's authorised use of our proprietary software infringes intellectual property rights of that third party (each, a "Claim Against Customer"), and we shall indemnify and hold the Customer Indemnified Parties harmless against any damages, reasonable attorneys' fees, and costs, finally awarded against Customer Indemnified Parties as a result of any amounts paid by the Customer Indemnified Parties under an order of competent court; provided, however, in no event will we have any obligations or liability under this Section to the extent a Claim Against Customer arises from: (a) Customer or any End User's use of the Service other than as permitted under this Agreement/ applicable terms/ applicable laws; or (b) use of the Service in a modified form or in combination with products, services, content, or data not furnished to Customer by us; or (c) failure, non-compliance or refusal of Customer to comply with our instruction to avoid any errors, malfunctioning, infringements etc.; or (d) any modification to the Service or additional services not approved by us.

7.3 Potential Infringement: If our proprietary software becomes, or in our reasonable opinion is likely to become, the subject of a claim of infringement, then we may in its sole discretion: (a) obtain the right, at our expense, for Customer to continue using the software; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the software so that it is no longer infringing. If in our sole and reasonable opinion, determines that none of the above options are commercially reasonable, then we may suspend or terminate Customer's use of the Service, in which case our sole liability and Customer's exclusive remedy shall be that we will be liable to provide Customer with a prorated refund of any prepaid, unused fees applicable to the remaining portion of the Subscription Term.

7.4 Indemnification Process: The party seeking indemnification shall provide prompt notice to the indemnifying party concerning the existence of an indemnifiable claim and shall promptly provide the indemnifying party with all information and assistance reasonably requested and otherwise cooperate fully with the indemnifying party in defending the claim. Failure to give prompt notice shall not constitute a waiver of a party's right to indemnification and shall affect the indemnifying party's obligations under this Agreement

only to the extent that the indemnifying party's rights are materially prejudiced by such failure or delay. The indemnifying party shall have full control and authority over the defence of any claim; provided, however, that any settlement requiring the party seeking indemnification to admit liability or make any financial payment shall require such party's prior written consent, not to be unreasonably withheld or delayed.

8 Liability:

8.1 LIMITATION OF LIABILITY: IN NO EVENT, SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES: IN NO EVENT, SHALL WE HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, OR LOSS OF USE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

09 Use Outside India

The Service is controlled and operated by us from its offices in India. Except as explicitly set forth herein, we make no representations that the Services are appropriate for use in other jurisdictions.

10 Miscellaneous

10.1 Governing Law; Venue: This Agreement and any disputes arising under it will be governed by the laws of India without regard to its conflict of law's provisions, and each party consents to the jurisdiction of appropriate courts at Mumbai, India.

10.2 Informal Dispute Resolution and Arbitration: The parties agree that most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute directly through consultation with each other before initiating a lawsuit or arbitration. If, after good faith negotiations the parties are unable to resolve the dispute within 120 days, the parties agree that any and all disputes arising out of or in any way relating to this Agreement, including without limitation its existence, validity or termination, shall be resolved according to arbitration to be conducted as per the provisions of the Indian Arbitration and Conciliation Act, 1996 at Mumbai in English language.

10.3 Notice: We may give general notices related to the Service that are applicable to all customers by email, text, in-app notifications, or by posting them on our website or through the Service and such electronic notices shall be deemed to satisfy any legal requirement that such notices be made in writing. Other notices must be sent via email, first class, airmail, or overnight courier to the addresses of the parties provided herein are deemed given when received. Notices to us must be sent to Aurionpro Solutions Ltd, Synergia IT Park, Plot No-R-270, T.T.C. Industrial Estate, Near Rabale Police Station, Navi Mumbai, Thane, Maharashtra 400701.

10.4 Publicity: We may include Customer's name and logo in our online customer list and in print and electronic marketing materials.

10.5 Relationship of the Parties: The parties are and shall be independent contractors with respect to all services provided under this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Without limiting this Section, a Customer's End Users are not third-party beneficiaries to Customer's rights under this Agreement.

10.6 Force Majeure: We shall not be liable for delayed or inadequate performance of our obligations hereunder to the extent caused by a condition that is beyond our reasonable control, including but not limited to natural disaster, pandemic, civil disturbance, acts of terrorism or war, labour conditions, governmental actions, interruption or failure of the Internet or any utility service, failures in third-party hosting services, and denial of service attacks (each a "Force Majeure Event"). We shall be relieved from its obligations (or part thereof) as long as the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof). We shall promptly notify Customer and make reasonable efforts to mitigate the effects of the Force Majeure Event.

10.7 Severability; No Waiver: In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties. No waiver of any term of this Agreement shall be deemed further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

10.8 Assignment: Neither this Agreement nor any of the rights and licences granted under this Agreement may be transferred or assigned by either party without the other party's express written consent (not to be unreasonably withheld or delayed); provided, however, that we may assign this Agreement upon written notice without your consent to an Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets not involving a direct competitor of the non-assigning party. Any other attempt to transfer or assign this Agreement will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

10.09 Modifications: We may revise this Agreement from time to time. If, in our sole discretion, the modifications proposed are material, we may provide Customer with notice twenty (20) days prior to the effective date of the modifications being made. By continuing to access or use the Service after the posted effective date of modifications to this Agreement, Customer agrees to be bound by the revised version of the Agreement.

10.10 Entire Agreement: This Agreement, including all attachments, exhibits, addendums hereunder, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous representations, understandings and agreements, whether written or oral, with respect to its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this agreement, express or implied, except for the representations and warranties set forth in this Agreement. To the extent of any conflict or inconsistency between the provisions of the Agreement and any document, the Agreement shall prevail unless otherwise determined by us. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process, web portal, or any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11 Definitions

11.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means either: (a) ownership or control of more than 50% of the voting interests of the subject entity; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise.

11.2 "Customer Data" means information submitted by an End User/ Customer through the Service or otherwise, including all associated messages, attachments, files, tasks, project names, team names, channels, conversations, and other similar content.

11.3 "Documentation" means our then-current online user guides, as updated from time to time, and may include which is accessible within the "Help" feature of the Service, if any.

11.4 "Effective Date" shall mean the date from which Customer commence use of the Service or the date Customer clicks a button indicating its agreement with the terms of this Agreement.

11.5 "End User" means an individual who is authorised by Customer to use the Service under Customer's account who can be employee, consultant, contractor and agent of Customer and is not a competitor of us.

11.6 "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

11.8 "Service" means our Aurobees platform ("Platform"), including any enhancements.

11.09 "Subscription" means the subscription availed by you to access to the model subscribed by you on our Platform by agreeing to pay the fees applicable to module subscribed ("Subscription Model") which may include use on End User basis.

11.10 "Subscription Term" means the period subscribed by the Customer during which Customer's End Users are permitted to use or access the Service pursuant to the terms set forth in this Agreement.