



# Master Services Agreement



This Master Services Agreement (the "Agreement") is a legal agreement between You (the "Licensee") and 'BizViz Technologies Private Limited' ("BDB"), a company with its principal place of business at No 49, 12th Main, HSR BDA Complex, Bangalore, 560102, India.

'Yujaa' is a brand registered under BDB. Big Data BizViz LLC is our Sole Sales Partner outside Asia Pacific Region.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

THIS AGREEMENT IS EFFECTIVE BETWEEN YOU AND **BDB** AS OF THE DATE YOU ACCEPT IT OR ACCESS OR USE THE SOFTWARE OR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE OUR DIRECT COMPETITOR, EXCEPT WITH OUR PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

By accessing or using Yujaa Software or Services, You are agreeing to these terms.

## 1. Definitions:

- a. "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.
- b. "Agreement" means this Master Subscription Agreement.
- c. "Software" or "Services" means any of BDB's products or services, including BDB's software, mobile application ("App") and related programs, whether under a trial, or Package, accessed or used by You, including Updates, and corresponding documentation, associated media, printed materials, and online or electronic documentation;
- d. "Support" means any assistance that BDB offers and provides related to its Software or Services.
- e. "User or "Authorized User" means an individual who is authorized by You to use a Service, for whom You have purchased a subscription/Plan/Package. User may include your employee, your Affiliate's employee, or a Permitted Third Party's employee for whom you create a unique user name and password under your account.
- f. "We," "Us" or "Our" means the BDB company (Who You Are Contracting With. It can be Yujaa.com or bdbizviz.com).
- g. "Licensee", "You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity which have signed Order Forms.
- h. "Client Software" means software components to be installed on your, your Affiliates', or your Authorized Users' computer systems or devices, including but not limited to 'Yujaa Tally Gateway(YTG).

- i. "Documentation" means our user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).
- j. "Permitted Third Party" means an entity under contract with you or your Affiliates who needs to access the Service to perform its obligations to you or your Affiliates and who is not our competitor.
- k. "Professional Services" means the professional services specified in a Service Order, potentially including but not limited to implementation services, consulting, and training services.
- l. "Service" means the service identified in the Service Order, as we may modify the service from time to time in our discretion, including any associated Client Software provided by us to you.
- m. "Service Order" means an ordering document entered into between you and us specifying the services to be provided thereunder, including any addenda and supplements thereto. By entering into a Service Order under this Agreement, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to the Agreement.
- n. "Subscriber Data" means any data uploaded into the Service, or otherwise provided for processing by the Service, by or on behalf of you and your Affiliates in accordance with this Agreement.
- o. "Subscription Fees" means the fees for the Service specified in the Service Order.

## **2. FREE TRIAL**

From time to time, we may offer trials of the Yujaa Service for a specified period without payment or at a reduced rate (each, a "Free Trial"). If you register on our website or via a Service Order for a Free Trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (i) the end of the free trial period for which You registered to use the applicable Service(s), or (ii) the start date of any Purchased Service subscriptions ordered by You for such Service(s), or (iii) termination by Us in our sole discretion. We reserve the right, in our absolute discretion, to determine your eligibility for a Free Trial, and, subject to applicable laws, to withdraw or to modify a Free Trial at any time without prior notice and with no liability, to the greatest extent permitted under law.

ANY DATA YOU ENTER INTO THE SERVICE, AND ANY CUSTOMIZATIONS MADE TO THE SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS THOSE COVERED BY THE FREE TRIAL OR EXPORT SUCH DATA, BEFORE THE END OF THE FREE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CONFIGURATION CHANGES MADE DURING THE FREE TRIAL TO A FREE VERSION OF THE SERVICE, UNLESS THE DATA ENTERED, OR CONFIGURATION CHANGES ARE TO FEATURES AVAILABLE IN THE FREE VERSIONS; THEREFORE, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

BETA VERSIONS, FREE VERSIONS, AND FREE TRIALS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

IN Case you use a fake email id or temporary email ids, your accounts can be removed permanently without giving any notice. Our Backend till will continuously clean the free trial users on the basis of the activity and in case we find that you have created ID using temporary emails that account can be deleted even before 14 day free trial.

## **3. USE OF THE SERVICE**

- a. Use of the Service.

Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the term of this Agreement to use the Service solely in connection with your internal business operations. Your and your Affiliates' rights to use the Service are subject to any limitations on use of the Service based on the version of the Service you register for (e.g., applicable usage limits) and as set forth in the Service Order (collectively, the "Scope Limitations") and your rights to use the Service are contingent upon your compliance with the Scope Limitations and this Agreement. As part of the Service, we may provide you and your Affiliates with Client Software, which you and your Affiliates may install on your computer system or other devices and use solely to upload Subscriber Data into

the Service. You are solely responsible for your conduct (including by and between all users), the content of Subscriber Data, and all communications with others while using the Service. You acknowledge that we have no obligation to monitor any information on the Service, but we may remove or disable any information that you make publicly available on the Service at any time for any reason or for no reason at all. We are not responsible for the availability, accuracy, appropriateness, or legality of Subscriber Data or any other information you may access using the Service.

b. Use of the Documentation.

Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in in this Agreement) right during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Service in accordance with this Agreement.

c. Use Restrictions.

Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, you will not, and will not permit or authorize your Affiliates or third parties to: (a) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service or Documentation; (b) use the Service to provide services to third parties as a service bureau or in any way that violates applicable law; (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; (d) upload or provide for processing any information or material that is illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (e) use the Service to harm, threaten, or harass another person or organization; or (f) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system. You will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any Client Software or provide, disclose, or make any Client Software available to any third party, except that you may make one copy of Client Software solely for backup and archival purposes. You will neither alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Documentation or any Client Software and will include all such notices on any copies. You will ensure that your Affiliates and Permitted Third Parties comply with this Agreement. You will be directly and fully responsible to us for their conduct and any breach of this Agreement by them. We reserve the right to deactivate, change, or require you to change your user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Service for any reason or for no reason. We may exercise such right at any time, with or without prior notice.

d. Authorized Users Only.

This Agreement restricts the use of the Service to Authorized Users, up to the number of users specified in the Service Order. An Authorized User account must not be shared among users. Additional Authorized Users may be added by paying the applicable fees to us at our then-current rate or as otherwise specified in a Service Order. The Authorized Users who are employees of Permitted Third Parties may access and use the Service solely to perform the Permitted Third Party's contractual obligations to you subject to the use limitations set forth in this Agreement. As part of the registration process, you may be asked to identify your company and other Authorized Users who should be associated with your account. You will not misrepresent the identity or nature of the company or Authorized Users who should be associated with your account. We may reassign the domain name associated with your account and change the way you access the Service at any time in our sole discretion. You are responsible for maintaining the confidentiality of your login,

password, and account and for all activities that occur under your login and account, including the activities of Authorized Users.

e. Protection against Unauthorized Use.

You will, and will ensure that your Affiliates and Permitted Third Parties use reasonable efforts to prevent any unauthorized use of the Service or Documentation, and you will immediately notify us in writing of any unauthorized use that comes to your attention. If there is unauthorized use by anyone who obtained access to the Service or Documentation directly or indirectly through you, your Affiliate, or a Permitted Third Party, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by us to prevent or terminate unauthorized use of the Service or Documentation. We may, at our expense and no more than once every 12 months with reasonable notice, appoint our own personnel or an independent third party to verify that your use of the Service complies with the terms of this Agreement.

f. Beta Versions

From time to time, we may make available for you to try, at your sole discretion, certain functionality related to the Service, which is clearly designated as beta, pilot, limited release, non-production, or by a similar description (each, a "Beta Version"). Beta Versions are intended for evaluation purposes and not for production use. We may discontinue Beta Versions at any time in our sole discretion and may never make them generally available. We have no liability for any harm or damage arising out of or in connection with a Beta Version.

g. Reservation of Rights.

We retain all right, title, and interest in and to the Service, Client Software and Documentation and all related intellectual property rights, including without limitation any modifications, updates, customizations, dashboards, apps, or other add-ons. Your rights to use the Service, Documentation, and Client Software are limited to those expressly set forth in this Agreement. We reserve all other rights in and to the Service, Client Software, and Documentation.

h. Service Availability.

We perform and maintain regular database backups according to the retention policy appropriate for the particular system. We incorporate database and system maintenance operations and processes designed to address data consistency, indexing, and integrity requirements that also help improve query performance. We have implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. We will use commercially reasonable efforts to notify you in advance of planned Service interruptions. In the event of an unplanned Service interruption, you may contact us for Technical Support Services, as described in this Agreement. The Service depends on the availability of the Subscriber Data from you and third-party data providers. You are responsible for making the Subscriber Data available that is necessary for us to provide the Service.

#### **4. PROFESSIONAL SERVICES AND TECHNICAL SUPPORT SERVICES**

a. Professional Services.

You may contract with us to perform Professional Services. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Order. Unless otherwise specified in the applicable Service Order, any unused portion of the Professional Services and training will expire and may not be carried over after 12 months from the Service Order effective date.

b. Changes to Professional Services.

You may reasonably request in writing that revisions be made with respect to the Professional Services set forth in a Service Order. If your requested revisions materially increase the scope of the Professional Services or the effort required to perform the Professional Services under the Service Order, then we will deliver to you a written proposal reflecting our reasonable determination of the revised Professional Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If you approve the proposal, then the parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and we will have no obligation with respect to the relevant change requests.

c. Technical Support Services.

We will provide you with the applicable Technical Support Services for the version of the Service to which you are subscribed so long as you are current in payment of the Subscription Fees (if applicable). You are responsible for providing support to Permitted Third Parties.

d. Your Responsibilities.

You will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable us to perform the Professional Services and Technical Support Services. You acknowledge that our ability to provide Professional Services as described in the Service Order and Technical Support Services may be affected if you do not meet your responsibilities as set forth above.

e. Feedback and Other Content.

The Service may permit you, your Affiliates, and Permitted Third Parties to submit feedback, user community contributions and comments, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the use and operation of the Service. You grant to us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit such content without restriction.

## 5. FEES AND PAYMENT

a. FEES

- i. You will pay the amount agreed to as part of Your Plan and any amendments made to your Plan. If You have chosen to pay the fee by recurring credit card charges, the fee will be charged automatically to your credit card. If You have chosen any other payment method, the payment is due upon receipt of the invoice and shall be received by **BDB** within 30 days to avoid restrictions being placed on the account.
- ii. (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

b. Invoicing and Payment

- i. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 6.b (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

c. Overdue charges



notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to 7% above the applicable pricing in the prior term, unless We provide You notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

c. Termination.

A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

d. Refund or Payment upon Termination.

If this Agreement is terminated by You in accordance with Section 6.c (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 6.c, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

e. Your Data Portability and Deletion.

Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any Your Data, and as provided in the Documentation will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

f. Surviving Provisions.

The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Customer Data Portability and Deletion," "Removal of Content and Non-SFDC Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

## 7. Limitation of Damages:

- a. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL **BDB** (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS) BE LIABLE TO THE LICENSEE, OR ANY THIRD PARTY CLAIMING THROUGH THE LICENSEE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER CAUSED (INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF INCOME, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, INCREASED COSTS OF OPERATION, LITIGATION COSTS, AND THE LIKE), WHETHER BASED UPON A CLAIM OR ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN CONNECTION WITH THE SUPPLY, USE, OR PERFORMANCE OF THE SOFTWARE OR SERVICES, REGARDLESS OF WHETHER BDB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **BDB'S** AGGREGATE LIABILITY TO THE LICENSEE, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION, OR OTHERWISE WILL, IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURRENCES, BE LIMITED TO DIRECT DAMAGES AND WILL IN NO CIRCUMSTANCES

EXCEED, IN THE AGGREGATE, THE FEES PAID TO BDB BY THE LICENSEE IN RESPECT OF THE SOFTWARE OR SERVICES.

## **8. Intellectual Property:**

Ownership in the Software and Services will at all times remain with BDB. BDB will retain all right, title, copyright, trade secrets, patents, trademarks, and other proprietary and intellectual property rights in the Software or Services. You do not acquire any rights, express or implied, in the Software or Services, other than those specified in the Agreement. You will not remove any copyright, patent, trademark, design right, trade secret or any other proprietary rights or legends from the Software or Services, unless removal is permitted by subscribing to BDB's White Label feature, an add-on available as part of our professional services.

## **9. Confidentiality:**

- a. Your Confidential Information shall include Your Data; BDB's Confidential Information shall include the Software and Services, including Compiled Data and Aggregate Data; and Confidential Information of each party shall include the terms and conditions of this Agreement, including any Plan, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that: (i) is publicly known or readily ascertainable by the public, through no wrongful act of Receiving Party; (ii) is received from a third party without breaching an obligation owed to the Disclosing Party; (iii) is independently developed by or for the Receiving Party; or (iv) was in its possession prior to it being furnished to the Receiving Party by the Disclosing Party.
- b. The Receiving Party agrees that Confidential Information of the Disclosing Party: (i) will not be used for any purpose outside the scope of this Agreement; (ii) will be treated with the same degree of care as similar information of the Receiving Party is treated within the Receiving Party's organization (but in no event less than reasonable care); (iii) will not be used for the benefit of a third party; and (iv) will remain the property of the Disclosing Party. The Receiving Party will limit access to Confidential Information of the Disclosing Party except as otherwise authorized by the Disclosing Party in writing, to those of its and its Affiliates' employees, officers, directors, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Disclosure of Confidential Information by the Disclosing Party's employees, officers, directors, contractors, agents or Affiliates is deemed to be the disclosure by the Disclosing Party.
- c. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.
- d. The obligations of the Receiving Party set forth in this section will remain in effect for a period of five (5) years following the date of first disclosure. Confidential information identified as a trade secret will be held in confidence indefinitely.

## **10. DATA SECURITY**

- a. Data Security.

We implement and maintain physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Subscriber Data. These



measures include encryption of Subscriber Data during transmission to the Service, and encryption of backups of Subscriber Data and authentication credentials at rest. We will notify you of any unauthorized access to, or use of, Subscriber Data that comes to our attention. If any unauthorized disclosure of Subscriber Data resulting from your use of the Service comes to our attention, we will work with you to investigate the cause of such unauthorized disclosure, and will work together in good faith to take the steps reasonably necessary to prevent any future reoccurrence and to comply with applicable data breach notification laws.

b. Data Transmission.

You acknowledge that use of the Service involves transmission of Subscriber Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. You must protect your Authorized User login names and passwords from access or use by unauthorized parties, and are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach at [security@yujaa.com](mailto:security@yujaa.com).

c. Subscriber Data.

Subscriber Data is your property. You grant us a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Subscriber Data as required to provide or perform the Service, Technical Support Services, account management services, and Professional Services, and to publish, display, and distribute de-identified, aggregated information derived from Subscriber Data and from your use of the Service for purposes of improving our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data is not publicly identified or identifiable as originating with or associated with you or any individual person.

## 11. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

a. Representations.

Each party represents that it has validly entered into this Agreement and has the legal power to do so.

b. Our Warranties.

We warrant that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-Yujaa Applications" section above, We will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Your exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

c. Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

## 12. MUTUAL INDEMNIFICATION

### a. Indemnification by Us.

We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defence and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defence and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-Yujaa Application or Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms.

### b. Indemnification by You.

You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defence and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

### c. Exclusive Remedy.

This Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## 13. LIMITATION OF LIABILITY

### a. Limitation of Liability.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

### b. Exclusion of Consequential and Related Damages.

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY,

EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

#### 14. THIRD-PARTY PRODUCTS

a. Third-Party Products.

Any third-party product that we provide as identified in an applicable Service Order or that is made available in connection with the Service (e.g., a Non-Yujaa App) is provided pursuant to the terms of the applicable third-party agreement, and your use of any such third-party product constitutes your agreement to comply with the terms of the applicable third-party agreement. We assume no responsibility for, and specifically disclaim any liability or obligation with respect to, any third-party product.

b. Non-Yujaa Apps.

"Non-Yujaa App" means a software application developed by a third party or by you that interoperates with the Service and that may be listed in the Yujaa store. We do not warrant or support Non-Yujaa Apps, regardless of whether the Non-Yujaa App is certified by us. If you install or enable a Non-Yujaa App for use with the Service, you grant us permission to allow the provider of that Non-Yujaa App to access Subscriber Data as required for the interoperation of that Non-Yujaa App with the Service. We are not responsible for any disclosure, modification, or deletion of Subscriber Data by the Non-Yujaa provider resulting from access by a Non-Yujaa App. If we believe a Non-Yujaa App violates our policies, this Agreement, applicable law, or the rights of any third party, we may disable the Non-Yujaa App and suspend use of the Non-Yujaa App until the potential violation is resolved.

c. Yujaa Store Solutions from Third Parties.

Yujaa is an open cloud platform and we encourage partners all across the globe to use Yujaa Products and create solutions for specific problems. Partners can put these solutions in Yujaa Store and they can decide their own pricing for the solutions. All these solutions will be certified by Yujaa product teams and their compliance of Yujaa Security procedures are mandatory. Any solution on Yujaa store can be used by customers.

#### 15. MISCELLANEOUS

a. Anti-Corruption.

You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify our Legal Department at [legal@yujaa.com](mailto:legal@yujaa.com).

b. Relationship.

We will be and act as an independent contractor (and not as the agent or representative of you) in the performance of this Agreement.

c. Publicity.

We may only use your name, trademarks, and service marks to the extent necessary to fulfil our obligations under this Agreement or as otherwise explicitly authorized in this Agreement or a Service Order. We reserve the right to use your name and trademark as a reference for marketing and promotional purposes on our website and in other communications with our existing and prospective customers. If you do not want to be listed as reference for the Service, you may send an email to [legal@yujaa.com](mailto:legal@yujaa.com) stating that you do not wish to be identified as a reference.

d. Assignment and Delegation.

You may not assign any of your rights or delegate any of your obligations under this Agreement (in whole or in part) without our prior written consent, except in connection with a change of control, merger, or by operation of law. Your assignment or delegation will not relieve you of your obligations under this Agreement nor release you of your liability under this Agreement. We may voluntarily, involuntarily, or by operation of law assign any of our rights or delegate any of our obligations under this Agreement without your consent. Any purported assignment or delegation in violation of this Subsection will be null and void. Subject to this Subsection, this Agreement will bind and inure to the benefit of each party's respective permitted successors and permitted assigns.

e. Subcontractors.

We may use subcontractors or other third parties in carrying out our obligations under this Agreement and any Service Order. We remain responsible for all of our obligations under this Agreement.

f. Notices.

Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate party at the address set forth in the Service Order and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Subsection. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

g. Force Majeure.

Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

h. Governing Law.

This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of New York, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

i. Arbitration.

Any action arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, will be determined by binding arbitration in New York, U.S.A. by one arbitrator. The arbitration will be administered by the AAA pursuant to its Comprehensive Arbitration Rules and Procedure. Judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to prepare for or conduct the arbitration hearing on the merits. This section does not prohibit either party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, or to any action by us to collect amounts not paid to us when due.

j. No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement, including, without limitation, your Affiliates, Permitted Third Parties, or Authorized Users.

k. Waiver and Modifications.

Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. We reserve the right, at our discretion, to change the terms of this Agreement on a going-forward basis at any time. Please check the terms of this Agreement periodically for changes. If a change materially modifies your rights or obligations, you will be required to accept the modified Agreement in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Agreement. Immaterial modifications are effective upon publication. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

l. Severability.

If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Service will immediately terminate.

m. Headings.

Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

n. Counterparts.

The Service Order may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. The Service Order may also be executed and delivered by facsimile or electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

o. Entire Agreement.

This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, including any prior Nondisclosure Agreement between the parties or their Affiliates. If there is a conflict between the terms of this Agreement and a Service Order, the terms of the Service Order will control. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Neither party will be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by the other party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless each party mutually and expressly agrees to such provision in writing.