

Terms of service

For the B2B eCommerce Platform offered as a Service (PaaS) by InSync

This “Platform as a Service” (PaaS) Subscription Agreement is a legally binding Agreement to be mandatorily executed as a click-wrap contract, between a “Subscriber” of InSync’s B2B eCommerce Platform namely INSYNC Commerce provided as a Service and InSync Tech-Fin Solutions Ltd., hereinafter mentioned as “InSync/ Company” and such expression shall mean and include all of its successors, administrators, and Assigns.

WHEREAS the Company has created a B2B eCommerce Platform offered as a Service namely “INSYNC Commerce” and further the Company operates, maintains and/or collaborates with third party vendors to operate and maintain the said platform and a variety of software tools and services through its website [www.insync.co.in] and also through its mobile application(s); and

WHEREAS the Subscriber has paid the applicable subscription fees to use the said PaaS Platform and to use certain other software tools and services that are offered by Insync through its official website and mobile applications.

NOW, IN CONSIDERATION of the promises and mutual covenants and agreements set forth herein, the parties agrees to the following

1. DEFINITIONS

- A. **“Commencement Date”** or the “Effective Date” of this Agreement for a subscriber shall be the date of payment of the subscription amount after agreeing to the T&C.
- B. **“Documentation”** shall mean complete and incomplete information, data, instructions, guidance, and other materials in any media or form, including but not limited to, the Website, Platform, Subscription Account and or the Mobile Applications provided as a Service and or other Software tools and services subscribed for therein.
- C. **“Confidential Information”** means that information of either party ("Disclosing Party") which shall disclose to the other party("Receiving Party") pursuant to this agreement, in written or any other form and shall include, but not to be limited to, all technical and non-technical information and proprietary information, techniques, any form of intellectual property, know-how, inventions, techniques, training, products, processes, algorithms, software programs, schematics, computer codes, design contracts, product plans, financial information, sales and marketing plans and business information.

- D. **“End Date”** shall mean the expiry date of the Subscription Term starting from the Commencement Date and only after taking into account any renewal or early termination of the Agreement subject to its terms.
- E. **“License”** shall mean the non-exclusive, non-transferrable, non-refundable license limited to the use of the Platform, website and mobile applications and per specific subscription by an identifiable user, being an individual person or a legal entity specially mentioned and or nominated to be a user while subscribing to the Platform or site or software, in accordance with the terms of this Agreement. License shall be valid for a specific region or territory only as it may be specified in the subscription form or in the license terms itself. Each License is issued to a specific legal entity having a specific individual user for specific purposes. License with Multiple login ID i.e., for multiple users for a single Legal entity can be specifically obtained at the time of subscription as it may be made available by InSync in its **subscription packages**, and or on its website and or packages made available in its mobile applications as applicable from time to time.
- F. **“Proposal”** – InSync's proposal to the Subscriber, if any, for purchase of the Services (including any written purchase order or Scope of Work (SOW) if any), that adopts the terms and conditions of this Agreement by way of reference (in whole or in part); **or**

If the Subscriber has purchased software tools and services on the website, then according to the pricing and plans, the applicable Services descriptions and other terms and conditions as posted on the website on the date of the purchase of such subscription.

- G. **“Sales Team Users” Individual** employees or agents of a Corporate Subscriber engaged, designated, and authorized by the Subscriber to use the Software tools, website, the PaaS (the Platform), the Services and the Mobile Applications in various capacity; each and every such individuals or any combinations thereof as applicable, on behalf of the Subscriber at the time of obtaining a subscription or updated at a later time after verification of the account with login credentials.
- H. **“Services”** shall mean as follows:

a) The tools and services applicable to efficiently use the website, platform, mobile applications and related software tools and Support Services; and/or

b) Standard services shall mean Hosting, Design, Development, Maintenance, and Support including bug fixing of the e-Commerce website, tools, and applications. The details of the tools and services under the relevant modules of the website, platform (PaaS), mobile applications and or relevant subscriptions will be published and available on the website and or in the mobile applications as applicable, and for any renewal of the Subscription Term, details of the services will also be made available to a subscriber before such subscriber is required or requested to make payment for such renewal.

I. “Website” shall mean InSync’s websites [www.insync.co.in and www.insynccommerce.com] or any successor website and excludes any third-party websites, pages or links that may be available on the Company websites.

J. “Software” shall mean any software, library, Platform, mobile applications, utility tool, component, or a program code, in object (binary) or source-code form contained in the website, PaaS Platform, mobile applications or otherwise which is used, operated, or maintained by the Company in connection with the subscription, including any version changes and any Upgrades thereto.

K. “StoreFront Users” means the Storefront Admin being the Admin User/Users of the subscriber who will be responsible to get the admin access of the eCommerce Portal to manage the ecommerce operations.

L. “Subscription” shall mean the non-transferable, non-refundable subscription to the InSync’s Platform granted to the Subscriber, permitting the Users to access and use the website, the Platform, the Mobile Application, and the Services, as per the license conditions and in accordance with the terms of this Agreement, the Privacy Policy and other legally binding Agreements and notifications as it may be published on the website from time to time. Each Subscription is granted to an individual User.

a. To access and use the Services, you must subscribe for an InSync account (“Account”) by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required. InSync may reject your application for a Subscription, or cancel an existing Subscription, as per the terms of this Agreement, in its sole discretion. The Applicant has to be at least 18 years old to obtain a subscription.

b. If the paid subscriber subscribing, on behalf of their employer or other legal entity, you represent and warrant that you shall have full authority to enter into this Agreement on behalf of your employer or organization; and further use the InSync

Account on behalf of your employer or other legal entity. InSync shall have complete information of the different employees or associates operating the subscription account on behalf of the subscriber at all times. Different kinds of accesses to the Platform/ subscription account that may be availed by the subscriber or its different kinds of **“USERS”** are as follows:

- i. **“Storefront Admin”** will be the Admin User/Users of the subscriber who will be responsible to get the admin access of the eCommerce Portal to manage the ecommerce operations.
 - ii. **“Sales Representatives”** of the Subscriber’s Company will have access at the Front End of the Platform to manage the B2B Customer’s website.
 - iii. B2B Company’s Contact Persons (Customer/Vendor/Associate of the Subscriber) will have access at the Front End of the website to perform B2B eCommerce Operations.
- M. **“Subscription Fee”** shall mean the non-refundable fees paid by a subscriber to obtain specific user rights of the PaaS as a consideration paid to InSync or to obtain a renewal thereof; The Subscription Fee shall be calculated based on Number of B2B Customers and Number of SKUs (Stock Keeping Units) at Storefront, but not less than the minimum number thereof as it may be mentioned in the Proposal or in a subscription package and updated from time to time.
- N. **“Support Services”** means remote, centralised Support services and the Additional Support services as it may be defined in the subscription chart from time to time.
- O. **“Subscription Term/ Term”** shall mean the period commencing on the Commencement Date and ending on the End Date as it may be specifically mentioned in a proposal.
- P. **“T&C”** shall mean the Terms and Conditions of Use the Platform from time to time posted on the website including this Agreement and the Privacy Policy of the company and other notifications and circulars published by the company, in compliance with the law of the land, specially to comply with the evolving data protection laws of the country, and or any policies that are being implemented in the interest of the subscribers from time to time. [Link to the InSync’s policy centre: http://www.appseconnect.com/privacy-policy/](http://www.appseconnect.com/privacy-policy/)
- Q. **“Territory”** shall mean the jurisdiction assigned to a subscriber within which the subscriber’s business activities shall take place and or the place where from the relevant User(s) of the Subscriber can operate as it may be specified in the subscription form and in the license terms.

- R. **“Upgrades”** shall mean updates, revision, bug fixes or new versions to the Software issued, published and or made available to the subscribers from time to time at the sole discretion of InSync.

2. SUBSCRIPTION TERMS

2.(a). On reading and accepting this Agreement and the Privacy Policy by a prospect subscriber, and on receipt of the applicable subscription fees, InSync hereby grants a Subscription and a limited rights License to use the Platform, software tools and services of InSync as per the terms of this Agreement read with the subscription details as it may be specified in the subscription form and or in the proposal.

2.(b). The Subscriber acknowledges and agrees that the Subscription and License are granted to the subscriber or user, subject to the terms and conditions of this Agreement and the Privacy Policy of the Company. The subscriber hereby undertakes to comply with the terms and conditions of this Agreement as it may be updated and published on its website and on mobile applications by the Company from time to time.

2.(c). The subscriber further undertakes to enforce and ensure compliance with the obligations of each User under this Agreement. The Subscriber further agrees that InSync shall have the right to enforce the terms and conditions as a third-party beneficiary on behalf of the subscriber, if the subscriber fails to comply with the T&C of this Agreement and the Privacy Policy, and or terminate the License and Subscription and/or deny access of the applicable User(s) to the Services and the website, till the subscriber complies with their obligations as per the T&C.

2.(d). Obligations and undertakings of the Subscriber:

2.(d).(i) The subscriber is solely responsible for any unauthorized use of the subscription account. The subscriber shall keep the login credentials confidential at all times and change the login credentials every 6 months as a good privacy practice protocol.

2.(d).(ii) Any unauthorized use of the Subscription account, the License, the website, the SaaS Platform, the Services or of the Mobile Applications, by Users employed or engaged outside of the Territory or in connection with any business activity beyond the assigned Territory or in violation of this Agreement terms, is forbidden and shall be deemed a material breach of this Agreement.

2.(d).(iii) InSync shall stand indemnified by the subscriber, against all third-party claims, for any unauthorized use of the subscription account without any limitation.

2.(d).(iv) InSync shall have the right to suspend the user account or revoke the license if there is any material breach of this Agreement or any of the license conditions.

2.(d).(v) The Subscriber shall be solely responsible to use, purchase, install, activate, operate and maintain, any third-party software or license and any hardware or devices (including, but not limited to, mobile devices used by Users for installation of the Mobile Application and computer systems of the subscriber) that may be required from time to time in regards to install, run, activate, or access the website, the PaaS Platform, the Services or the Mobile Application, including, but not limited to, the operating system, software and internet browsing software, in each case, in its updated version released prior to the release of the most recent Upgrade.

2.(d).(vi) All such third-party software, application or licenses and hardware or devices that are required to run and use InSync's platform, software tools and services shall be updated at the cost and discretion of the subscriber. However, InSync may update the subscriber from time to time about all such requirements and recommendations to have a compatible system and software environment in place, to use or efficiently run the InSync platform, software tools and services. InSync may post such third-party software and hardware update and compatibility requirements on its websites and or mobile applications from time to time, with the intent to educate and spread awareness about the best and most efficient use of InSync's Platform, software tools and services.

2.(d).(vii) The subscriber acknowledges, agrees, and warrants that it has reviewed the current requirements and recommendations posted on the website regarding the required third-party software and hardware to efficiently access and run InSync's PaaS, other software tools and avail services thereof, before obtaining their subscription and shall maintain a compatible hardware and software environment system from time to time.

2.(d).(viii) InSync shall have the right to suspend and or withdraw its subscription, license, services and or access to the Platform, for any or all Users or any part thereof at the sole discretion of InSync for any Breach of the T&C by a subscriber and further terminate the subscription and or license if, the subscriber does not remedy such breach within 7 days following Company's written notice of such breach.

2.(d).(ix) Notwithstanding the provisions of this Agreement, InSync shall have the right to immediately suspend a subscription or a license if it is required in Company's discretion to ensure due operation of the PaaS Platform, the website, the Mobile Application(s) or the Services, and/or terminate the Subscription as aforesaid without notice for any material breach of this Agreement

2.(d).(x) InSync shall also have the right to terminate the subscription and or the licenses granted herein, immediately without any notice to the subscriber, if it comes within the knowledge of InSync that the licensee is using InSync's Platform, software tools or the services for any illegal activities including but not limited to transmitting any material containing child pornography, pornography, selling of illegal substances or selling of substances and drugs without obtaining approval from the applicable regulatory authorities etc.

3. **SUPPORT SERVICES**

3.(i) During the Subscription Term, InSync shall provide remote support services required for purposes of the installation of the Mobile Application, activation, and implementation of the Mobile Application and or the platform on receipt of specific requisition(s) from a subscriber or a service package subscription that will including help desk support and assistance, automatic backups, and Upgrades, in accordance with the Documentation and as per InSync's "**Remote Support**" policy as it may be updated from time to time.

3.(ii) In addition to the Remote Support, the InSync may be engaged for additional consulting, training, and integration services beyond the scope as it is available under different service packages listed on the website from time to time, as may be agreed by the Parties in writing from time to time ("**Additional Support**") subject to availability of resources and payment as it may be agreed between the parties.

4. **CONSIDERATION AND PAYMENTS**

4.(i). In consideration for the Subscription, License and related Remote Support services, the Subscriber shall pay and / or compensate to the Company the Subscription Fee set forth in the relevant Proposal. The subscription charge may vary depending on the number of user logins created for a subscriber, amount of data processed in the platform, duration of the subscription, and the kind of software tools or services opted for by the subscriber.

4.(ii). Renewal Subscription Fees shall be paid in advance, to enjoy seamless service. InSync shall maintain the database for a subscriber for a period of 6 months from the date of expiry of an account, unless otherwise requested or opted by the subscriber. However, InSync shall be entitled to delete the subscription account on non-renewal of the subscription within 6 months from the expiry of an account. InSync cannot be held responsible in any manner to keep any backup of such account data beyond 6 months from the expiry of a subscription.

4.(iii). In consideration for each Day of Additional Support services (and for purposes hereof, each Day shall include maximum of 8 working hours of one individual), the Subscriber shall pay

the Company the support service fees as will be agreed upon between the Parties, in the relevant Proposal. The Subscriber shall bear the cost for all travel expenses pre-approved by Subscriber, including travel, accommodation, food allowance and other expenses. The consolidated amount of the aforementioned daily service fees is in the nature of "Additional Support Cost".

4.(iv). The prices chart displayed on the websites may change at any time at the discretion of the company with prior notice to a subscriber for any renewal and except as expressly set forth herein, all payments are final and non-cancellable or non-refundable.

4.(v). If payment is not received by InSync for any reason including due to any technical fault of the payment gateway or the card issuer or of the wallet or account from where the subscriber attempts to make any payment, the subscriber hereby agrees to promptly pay all amounts due to InSync upon demand.

4.(vi). The subscriber shall bear all applicable fees and taxes involved with the performance of the product mentioned in his agreement, including but not limited to, cost, fees and taxes imposed by government authorities and banks due to international transactions.

4.(vii). In addition to and without any prejudice to any remedy available to InSync in accordance with the laws in India, (a) the Subscriber and its authorized representatives shall reimburse and indemnify the Company against all and any expenses, costs and interest for any overdue amounts, and (b) any late payment or late Subscription Fee or any part thereof shall bear interest from its respective due date hereunder until its actual payment, at the rate of 18% (eighteen percent) per annum.

4.(viii). InSync reserves the right to amend, modify, upgrade, suspend, or discontinue with its product and/or services at any time, with 30 days' prior notice.

4.(ix). InSync reserves the right to modify this Agreement with or without any prior notice to Licensee. However, if such modifications of this Agreement materially and adversely affect Customer's rights, liabilities, or obligations to use the configured Platform and the additional features obtained along with, installed in the customer's environment under this Agreement, then it will not be binding on the subscriber unless such change/ amendment of this Agreement is required:

- (a) under any government orders, regulation, national, regional, or international laws, protocol, treaties etc., or
- (b) to cope up with the changed environment/ technology or in any other way benefit the subscriber only; or
- (c) such change is a forced change due to a change in technology.

4.(x). InSync reserves the right to change its yearly subscription fees upon 30 days' online prior notice to Licensee. Such changes in the annual fees shall also be notified on the websites.

5. **TERM AND TERMINATION**

5.(i) The terms of this Agreement shall be the term of the subscription period of a subscriber and shall stand renewed, as the subscriber reads the updated version of the Agreement published at the time of renewal and provide their consent to be legally abide by the T&C by executing a click-wrap contract, before renewing the subscription by paying the renewal fees.

5.(ii) Without any prejudice to the rights and remedies available to either of the party under this Agreement or applicable law of the land, either Party may terminate this Agreement at any point of time during the term of this Agreement ; if the defaulting party fails to remedy the default within forty five (45) days of service of a show cause notice.

5.(iii) Upon termination and/or expiration of this Agreement for any reason whatsoever:

5.(iii).(a) The subscriber shall not be relieved of any obligation hereunder, which shall have accrued prior to such termination or expiration, and

5.(iii).(b) The subscriber all of its users shall immediately cease exercising any rights granted to it hereunder, and

5.(iii).(c) All rights, licenses, permissions, access, and services granted to the subscriber hereunder, shall stand terminated with immediate effect.

5.(iii).(d) Without any prejudice to the rights and remedies available to the parties under the law of the land, if a subscriber terminates this Agreement before completion of a subscription period, the full amount of Subscription Fees until the End of the Term shall be payable to the Company and the subscriber shall have no rights to claim any refunds.

5.(iii).(e) Effect of Termination: Upon termination of a subscription by either party for any reason, or cancellation or expiration of your subscriptions, InSync will cease providing the Services and all other facilities in regards to this software and henceforth you will not be entitled to any prorated or full refunds of any subscription or usage fees, or any other fees; and any fees you owe will immediately become due and payable in full.

5.(iii).(f) All sections of the T&C that expressly provide for survival, or by their nature should survive, will survive termination including expiry of this Agreement, including, without limitation, confidentiality, indemnification, warranty disclaimers, and limitations of liability.

6. REPRESENTATIONS AND WARRANTIES BY THE SUBSCRIBER:

6.(i). The subscriber represents and warrants that it has the legal capacity and requisite authorization and all necessary licenses to enter into and perform all of its obligations under this Agreement.

6.(ii). The subscriber further represents and warrants that this Agreement has been duly executed by the subscriber and this click-wrap contract shall constitute a legal, valid and binding agreement between the parties.

6.(iii). In the event that the Subscriber purchase any of the Services/ Subscription for any company in its control ("Subsidiary"/ "Branch"/ "An Associate"/ "a Related Party", the representation and warranties as set forth above in relation to any such Subsidiary/ Branch/ Associate/ related party Mutatis Mutandis.

6.(iv). The subscriber further warrants and undertakes that it is GDPR compliant, and or compliant with local data protection laws of the country of operation (i.e., the country the subscriber is operating from) and compliant with all other legal requirements to run its business.

6.(v). The subscriber further undertakes and warrants that it has adequate knowledge and resources required to successfully perform its undertakings and obligations specified in this Agreement.

6.(vi). The subscriber shall use the Subscription, Platform, Service(s), and Mobile Applications solely for the Purpose specified in the proposal and as per the terms of this Agreement only.

6.(vii). The subscriber further undertakes that it shall abide by the applicable legal compliances related to data protection and data security as it may require to comply with from time to time and shall be solely responsible for security and protection of its subscription account and or data of its customers and vendors.

6.(viii). The subscriber shall enter into the click-wrap contract and or agree to the terms and conditions and policies of the Company only after it has read, understood and clarified the same.

6.(ix). The subscriber has the option to take demo sessions regarding installation and usage of the website, platform, mobile applications, software tools, and applicable services. Once the subscription is obtained by a person/ organization, the subscriber shall have no objection and or claim pertaining to performance, functionality, and utility of the same.

6.(x). The Company may perform and implement Upgrades and changes or modifications to the website, Platform, Services, software tools and the Mobile Applications or any component thereof

at any time at its sole discretion. The subscriber shall only have the right to unsubscribe if they do not appreciate any such upgrades, changes or modifications so implemented.

6.(xi). The subscriber undertakes that it shall not publicise upload, post, transmit or otherwise make available any content, owned by any of the third party or the Service provide or the Company, that infringes any form intellectual property right of any party, unless it is the owned by the Subscriber, or have the permission of the owner or is legally authorised to use such content.

6.(xii). The subscriber undertakes that it shall not transmit any viruses, worms, defects, Trojan horses, or malware or any items of a destructive nature by using any of the resources made available to it by the Company.

6.(xiii). THE SUBSCRIBER UNDERTAKES AND EXPRESSLY AGREES THAT THE USE OF THE WEBSITE, THE PLATFORM, THE MOBILE APPLICATION, THE SOFTWARE OR THE SERVICES AND ALL OR ANY COMBINATION OR ANY OTHER INFORMATION, DATA, CONTENT OR MATERIALS CONTAINED IN OR ACCESSED VIA THE WEBSITE, THE PLATFORM, THE MOBILE APPLICATION, THE SOFTWARE OR DURING OBTAINING THE SERVICES, ARE PROVIDED TO THE SUBSCRIBER "AS IS" AND "AS AVAILABLE" BASIS. INSYNC DOES NOT PROVIDE ANY WARRANTY ON UTILITY OF ANY PART THEREOF.

6.(xiv). The Subscriber further agrees and acknowledges that, the Company shall have access to the data base and any data or information of this software related to product and / or Services or provided by Subscriber in connection therewith, and shall have the right to audit, review or use of such data and information for purposes of providing the Services, and for performing its obligations under these Terms and Conditions.

6.(xv). Subscribers or user shall be solely responsible, as InSync shall not be responsible, for any kind of monitoring compliance of the Subscriber and or its Users with the terms hereof or otherwise in any manner whatsoever. INSYNC does not have any control or access over the data or content uploaded by the Subscriber or Users by or while using the platform or services or mobile applications of InSync.

6.(xvi). The subscriber hereby acknowledges that it shall be responsible for the creation and operation of the InSync subscription account. Further, the subscriber acknowledges that as this platform, subscription account, mobile applications and or service or any component thereof, is not a marketplace.

6.(xvii). Any contract of sale through an InSync Subscription Account is directly between the Subscriber and the third-party user/ buyer of the subscriber. The subscriber shall be solely responsible for all activity and contents of the third-party user/a buyers such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected,

generated, stored, displayed, distributed, transmitted, or exhibited on or in connection with the InSync's Subscription Account.

7. REPRESENTATION, WARRANTIES AND UNDERTAKINGS BY INSYNC

7.(i). No agency, partnership, joint venture or employment relationship is created by these Terms or your use of the Services.

7.(ii). InSync shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with the subscriber to promote its subscription and Services with due acknowledgement to the subscriber.

7.(iii). InSync will have no liability to you, your users, or any third party for any failure or non-performance of the platform, website, mobile applications, non-availability of resources under these Terms in the event that such non-performance or failure arises as a result of the occurrence of an event beyond the reasonable control of InSync including, without limitation, an act of war or terrorism, force majeure, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion, an environment license failure, any fault, bugs or glitches in any third party license based on which the subscription platform, services and applications are created or other force majeure events.

7.(iv). Certain Third-Party Products may be integrated with the Services. InSync may, in its discretion and without incurring any liability for you, may decide to no longer support such integration or partnership and migrate your Services subscription to a different integration.

7.(v). InSync has entered into arrangements with one or more third parties for hosting services that are essential for designing and running of the subscription account, platform and or the mobile applications.

7.(vi). THE COMPANY (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS AND AFFILIATES) SHALL NOT BE LIABLE (JOINTLY OR SEVERALLY) TOWARDS THE SUBSCRIBER, ITS USER(S) AND OR ANY THIRD PARTY ENTITY; FOR any DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF , INCLUDING, BUT NOT LIMITED TO, EXEMPLARY, PUNITIVE , SPECIAL OR CONSEQUENTIAL DAMAGES, PROFITS OR LOSS, OR DAMAGES FOR LOST TIME OR GOODWILL, OR LOSS OF ANY FORM OF DATA AND INFORMATION ARISING OUT OF OR DUE TO THE USE, OR ANY IMPROPER USE OF THE PLATFORM, THE MOBILE APPLICATION, THE SERVICES OR THE SOFTWARE OR ANY INFORMATION, CONTENT OR MATERIALS MADE AVAILABLE TO THE SUBSCRIBER IN ANY MANNER WHATSOEVER.

7.(vii). THE EXCLUSIVE AND MAXIMUM LIABILITY OF THE COMPANY (INCLUDING ITS AGENTS, OFFICERS, SUBSIDIARIES DIRECTORS, EMPLOYEES, REPRESENTATIVES VENDORS AND AFFILIATES) FOR ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTION WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT (BY COMPANY'S NEGLIGENCE, OR OTHERWISE), SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF SUBSCRIPTION FEE ACTUALLY PAID TO THE COMPANY BY THE SUBSCRIBER DURING THE LAST THREE (3) MONTHS PRIOR TO THE ACTION GIVING RISE TO SUCH DAMAGES, LOSSES, CLAIMS (CAUSE OF ACTION).

7.(viii). This section applies whether or not the services provided to a subscriber is a limited time free trial, or for a consideration of a subscription amount.

7.(ix). The subscriber or its users shall not be entitled to injunctive, recession or other relief, or restrain the operation of the website, the Platform, the Mobile Application, the Services, and or the Software, or product or any materials or advertising issued in connection therewith or displayed thereon or therethrough in any manner whatsoever, under any circumstances.

7.(x). InSync, its employees, agents and associates providing and maintain the Platform, software tools and services do not control and therefore are not responsible for the actions of the subscribers and or the users of the Platform or Services on or off the website and the Platform, including any misuse or misappropriation of the subscription account, and no opinion, advice or statement of the Company (including its officers, subsidiaries, directors, employees, agents, and affiliates), shall create any representation or warranty hereunder.

7.(xi). The subscriber hereby agrees that the limitation of liability provisions, including the exclusions of damages and disclaimers contained in this Agreement are part of the basis of the bargain between the subscriber and the Company, and without such limitation on liability, the subscription fees would be different.

7.(xii). INSYNC shall not be responsible under this Agreement:

- a. If the Software tools/ platform are not used in accordance with the Documentation; or
- b. if the defect or malfunction is caused by Licensee, a Modification, third-party software, or third-party database.

7.(xiii). The subscriber shall not make any deliberate changes in the environment wherein the platform and or the software tools and or the mobile application to be run and used by the subscriber without prior notice to InSync and all such modification or changes shall take place under the guidance of the InSync Team in order to avoid any malfunction of the software/ platform or data loss. However, if there is any malfunctioning/ data loss due to any updates of the environment or that of any ERP, eCommerce and CRM as applicable, by the subscriber without

prior notice and under the supervision of InSync support team, then InSync shall not be responsible or liable for any malfunctioning, breach of this agreement, data loss or damages caused to the subscriber.

8. CONFIDENTIAL INFORMATION

8.(i). Each Party shall maintain confidentiality of the data and information received from the other which are confidential in nature, and shall not disclose or use Confidential Information of the other party, for any other purpose but to perform its obligations and duties under this Agreement, and shall treat such Information with the same degree of care and confidentiality that it maintains or protects its own confidential information.

8.(ii). Any information that is available and published in the public domain without any fault of the receiving party is not confidential information.

8.(iii). Any information given to any government law enforcement agency or to the court in due process of law shall not be construed as a breach of confidentiality in any manner whatsoever.

8.(iv). Each Party agrees to require its employees and other agents receiving Confidential Information of the other party shall abide by the provisions of this clause. Each party shall be vicariously liable for any confidentiality breach by its employee, consultant, or an agent.

9. INTELLECTUAL PROPERTY

9.(i). By execution of this Agreement or by any act or actions, the Company does not assign, sell or otherwise transfer its ownership or title to any intellectual property on the website, the Platform, the Mobile Application, the Services, the Software, or documentations and its designs. This agreement only creates a limited and revocable user license in favour of the subscriber in a specific manner and for specific purposes as expressly mentioned in this Agreement.

9.(ii). Any form of Intellectual Property Rights owned, acquired, developed and/or invented or implemented or installed by the Company during, as a result of, or in connection with the provision of the services or customised and or developed as per the requirements of a subscriber shall solely belong to the Company without any exceptions. The subscriber hereby irrevocably waives off any rights, title, interest created thereon if any in favour of the Company.

9.(iii). The Subscriber shall not copy, translate, modify, or make derivative works of the Software or any component thereof of the website, platform, mobile application and software tool that are made available to the subscriber under this Agreement.

9.(iv). The subscriber shall not redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, license or otherwise make the Software, the website, platform, the mobile applications, the services, the subscription or the license available to any third party without any knowledge and written consent of the Company.

9.(v). The subscriber shall not reverse engineer, decompile or otherwise attempt to extract or reconstruct the source code of the Software, the website, the Platform, the Mobile Application, the Services or any part thereof or the technology or codes or algorithms thereof by any means whatsoever.

9.(vi). In the event the subscriber obtains knowledge that any third party attempting, trying or may attempt to take any actions prohibited by this provision it shall immediately inform the Company of such action.

9.(vii). InSync claims no intellectual property rights over the Content you upload or provide or make available on the website, platform, software tools and or on the mobile applications. However, by using InSync's website, platform, applications and/ or services to transmit the subscriber's or any third party's copyrighted or non-copyrighted Content, the subscriber agrees that InSync may view such content, through remote access or similar technology exclusively to assist or provide any technical support only on your request or to provide the services under this Agreement.

10. User Content.

a) License: We do not claim any form of intellectual property rights over the content that a subscriber makes available or uploads on InSync's website, platform, applications. All Intellectual Property Rights on your content remains yours or to the applicable third party, if created and uploaded by a third-party being an authorised customer, associate or vendor of the subscriber. As a subscriber hereby you are granting InSync a non-exclusive, worldwide, royalty-free, sublicensable (through multiple tiers) right to use your trademark, you have in that content or associated with your store in connection with your subscription in any media known now or developed in the future.

b) Representations and Warranties: You represent and warrant to InSync that, (a) all such content you provide, own or otherwise control all necessary rights, do meet your obligations under these Terms. (b)The content shall not contain any libellous material. (c) such content is accurate (d) you shall not infringe form of intellectual property rights of any third party.

c) Any communications received from your end pertaining to the use of the account, platform, mobile application(s) and or the services including but not limited to your ideas, opinions,

recommendations, feedback, or advice are collectively referred to as the "Feedback" received by the company. Pertaining to such feedback and any software developed thereafter by InSync, InSync shall have an irrevocable, perpetual, transferable, non-exclusive, fully-paid-up, royalty-free, worldwide license to use, copy, distribute, reproduce, modify, create derivative works of, adapt, publish, translate, publicly perform, and publicly display such Feedback or any modification thereto, in any format, medium or application now known or later developed and permit such use by any third party at its sole discretion.

11. MERGER & ACQUISITION.

11.(i). InSync reserves the right for any restructuring process like merger, acquisition etc. However, in the process of any such restructuring process, all rights and liabilities of InSync and of the subscriber under this Agreement shall vest on the authority so developed under such processes.

11.(ii). Further, the subscriber will have the right to continue the use of a configured platform and or the mobile application and or the software tools installed in the customer server and obtain updates in payment of ALR as applicable.

11.(iii). If a subscriber undergoes any organisational restructuring thus having a change in control or change in corporate form, whereas the deployed environment of the platform, mobile application and software tools remain the same, such restructuring Agreement explicitly states that all the rights, obligations and liabilities are to be vested on the restructured entity, thus making this Agreement, SoW, SLA and all other agreements/understanding between the subscriber and InSync be binding on the restructured entity as applicable.

12. INDEMNITY:

Hereby the Subscriber undertakes to defend, indemnify and hold harmless InSync and its affiliates, officers, directors, agents, subsidiaries, affiliates, partners and employees, from and against any and all claims, damages, obligations, losses, liabilities, attorney fee, costs and expenses arising out of any use, misuse, inappropriate use or inability to use, the InSync website, applications or subscription account or any part thereof. The subscriber further undertakes to indemnify InSync for any illegal user submissions, or uploads made by the subscriber, or any of its users or customers or listed vendors in violation of this Agreement.

13. ASSIGNMENT:

This Agreement is non-assignable and /or transferable to any other third party. However, The subscriber may subcontract and employ agents to carry out any of its obligations under this Agreement.

14. Audit / Verification.

INSYNC shall be permitted, at least once annually to audit and verify the usage of the INSYNC Proprietary Information, software, platform, and services. In the event of an audit reveals that the subscriber has failed to pay or has underpaid any of the subscriber fees, including but not limited to, cost, license fee, taxes, annual license, renewal fee, maintenance fee, or any form of support fee for availed support period etc. subscriber or Licensee shall pay such underpaid fees based on INSYNC's list of prices, latest within 30 days of such notice to enjoy uninterrupted utilization of the platform, website, mobile applications or software, or related services as applicable.

15. Business Partner Access of the Subscriber

Business Partner may have access to the Platform or tools provided: (i) Subscriber or Licensee accepts sole responsibility for the acts, damage or omissions of such Business Partners as if they were Licensee's acts or omissions; (ii) Licensee is liable to indemnify INSYNC against any direct losses or damages suffered by InSync arising from breach of any clause or provision under this Agreement by any such Business Partners as if such breach has been caused by the Subscriber; (iii) Such Use shall not constitute any unauthorized exportation of any InSync Proprietary Information under the applicable laws and regulations; and (iv) That InSync or any of its Partners, Agents or associates shall not be responsible or liable for any kind of damage or data loss to the Licensee's system/server at the time of or due to any access by a Business Partner of the Licensee.

16. GOVERNING LAW AND JURISDICTION

This Agreement which is in English, shall be interpreted and governed in accordance with Laws of India. Any form of Dispute or claim arising out of or relating to this agreement or to a breach thereof, including its interpretation, performance or termination, shall be finally resolved by Dispute Resolution- Arbitration. The arbitration shall be conducted as per the provisions of the arbitration and conciliation Act, 1996 and the rules framed thereunder. The arbitration, shall take place in Kolkata which shall be the exclusive forum for resolving any dispute.

Notwithstanding anything contained in this paragraph, each party shall have the right to institute judicial proceedings against the other party in any court of competent jurisdiction located within West Bengal, India.

17. FORCE MAJEURE:

Neither party shall be liable or responsible for any default or delay in the performance or failure to perform any of its for any events, circumstances or caused beyond its control including, but not limited to, revolt, riots, lock out, strikes, acts of God, epidemics, general Government orders or restrictions, war or threat of war, hostilities, terror attack, revolution, fire, natural disaster, labour dispute or Shortage. Any of the party affected by such event shall notify the other party within a maximum period of Thirty (30) days from its occurrence.

18. Limitations:

Notwithstanding mentioned in Force Majeure Event otherwise exists, the provisions of this Section under this agreement shall not excuse (i) any obligation or liability of either Party, including the obligation or liability to pay money in a timely manner for Product actually used, to be used or delivered or any other liabilities incurred, that arose before the occurrence of the Force Majeure Event resulting in the suspension of performance; or (ii) any late delivery of Product, services, equipment or tools, material or other items caused solely by negligent acts or omissions on the part of such Party; (iii) the Subscriber's is liable to attain the minimum number of Users and Roll-out plan obligations; For avoidance of any doubt, any decline in the Subscriber's business or product or volume of activities, market share or profitability, controlling shareholders, the applicable jurisdiction market or industry shall not constitute Force Majeure . Without derogating, it is clarified that the Subscriber's minimum users or roll-out Plan obligation (if set in the relevant Proposal) are material and hence, any failure by Subscriber to comply with the clauses or provision mentioned in this agreement including due to an event that may but for the provision of this sub-section 4 would be considered a Force Majeure as aforesaid, shall constitute a breach of this Agreement. In such an event the Company may, in addition to and without derogating from any other remedy available under this agreement under applicable laws, the Company shall have the sole and ultimate right to make price adjustments, change in price plan and re-negotiate the commercial terms hereof to reflect such reduction.

19. InSync will be storing the following kinds of data of the subscriber for its internal use, to identify the subscriber for the grant of license and execution of this Agreement and to make product and/ or services more efficient to serve the Subscribers:

- a) Subscriber (The Company)
- b) Web Address
- c) Email Id, Full Name, Phone Number of the contact person(s)/ user(s)
- d) Computer Name, Public IP address, Private IP, Mac Address of customer system used for InSync Subscription Account log in
- e) Timing of syncing process, duration,
- f). Timing and duration of agent logins

Any questions regarding this Agreement or the policies as applicable should be addressed to legal@insync.co.in.