

Client Agreement

1. DEFINITIONS

“**Platform User**” means each Customer employee designated by Customer to serve as user of the WebBees SaaS platform on Customer’s behalf. Each Platform User must complete training and qualification requirements reasonably requested by WebBees.

“**Affiliate**” means, in relation to a Party, such Party’s holding companies and the direct or indirect subsidiaries of such holding companies from time to time

“**Application**” shall mean any Software/Product/Service used by the Customer for its internal purposes.

“**Customer Content**” means all data and materials created or provided by Platform User to WebBees for use in connection with the SaaS Services.

“**Documentation**” means the user guides, online help, release notes, training materials and other documentation provided or made available by WebBees to Customer regarding the use or operation of the SaaS Services.

“**End User(s)**” means an individual that uses the Customer Application & interacts with WebBees & content on top of the Application and includes Platform users.

“**End User Data**” means any data or information of any End User that is provided to or obtained by any Party in the performance of its obligations under this Agreement, including but not limited to, all lists of End Users, former End Users, and all information relating to and identified with such End Users.

“**GDPR**” means the EU General Data Protection Regulation (EU) 2016/279.

“**Intellectual Property Rights**” means all (i) copyrights (including, without limitation, the right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations and applications, trademark rights (including, without limitation, registrations and applications), patent rights, trade names, mask-work rights, trade secrets, moral rights, author’s rights, privacy rights, publicity rights, algorithms, rights in packaging, goodwill and other proprietary rights, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the India or any other state, country or jurisdiction; (ii) intangible legal rights or interests evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; and (iii) all derivatives of any of the foregoing.

“**Order Form**” shall mean the Order Form executed by WebBees and Customer, defining the scope of Customer’s subscription plan for use and access of the Software/Product/Service.



“**Personal Data**” means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller.

“**Professional Services**” means consulting, implementation or other services that may be provided by WebBees to Customer hereunder and that may involve analysis, development, technical support, integration, and training, as set forth in more detail in the SOW or Order Form.

“**Software**” means the object code version of the SaaS to which Customer is provided as Service by WebBees.

“**SaaS Services**” means the cloud-based Software as made available by WebBees to Customer.

“**Support Services**” means the technical support services for the SaaS Services available at, and provided by, WebBees.

“**Subscription Term**” shall mean that period specified in the applicable Order Form during which Customer will have on-line access and use of the Software through WebBees’ SaaS Services. The Subscription Term shall renew for a successive Subscription Term, unless terminated in accordance with Section 7.2 of this Agreement.

“**Subscription Fees**” or “**Fees**” shall mean the amounts as mentioned in the applicable Order Form.

“**Flows**” refer to a series of steps that help users complete tasks within the software.

1.22 “**KYC**” refers to Know-Your-Customer, this is to verify the authenticity and identity of the customers.

2. SAAS SERVICES

During the Subscription Term, Customer will receive a non-exclusive, non-assignable, non-sublicensable, royalty free, worldwide right to access and use the SaaS Services solely for its internal business operations.

WebBees will provide Customer with Support Services with respect to the SaaS Services so long as Customer has paid all outstanding Subscription Fees at the time such Support Services are required.

Customer acknowledges that this Agreement is a services agreement and WebBees will not be delivering copies of the Software to Customer as part of the SaaS Services.

WebBees shall work with the Customer and provide the onboarding and training assistance for the creation of Flows and Customer Content for the SaaS services to be availed by the Customer.

3. PROFESSIONAL SERVICES

The Professional Services shall be provided in accordance to the Statement of Work (“**SOW**”) or the Order Form executed by the Customer, if applicable and shall be provided remotely (and not at Customer’s premises), unless otherwise agreed in writing between the Parties in the SOW or Order Form.

4. RESTRICTIONS

Customer shall not, and shall not permit anyone to:



- (i) copy or republish the SaaS Services or Software, make the SaaS Services available to any person other than authorized End User,
- (ii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties,
- (iii) modify or create derivative works based upon the SaaS Services or Documentation or copy, modify, transmit, distribute, frame or mirror any of the Software in any form or media or by any means,
- (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the SaaS Services or in the Documentation,
- (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law,
- (vi) license, sell, resell, transfer, rent, lease, distribute, exploit or otherwise make the SaaS Services or Software available to anyone other than the End Users or
- (vii) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, WebBees shall own all right, title and interest in and to the Software, Services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and Intellectual Property Rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to WebBees.
- (viii) remove "WebBees" brand watermark, with or without prior notice; and agreement by WebBees according to Section 16 of this agreement.

5. CUSTOMER RESPONSIBILITIES

Assistance: Customer shall provide commercially reasonable information and assistance to WebBees to enable WebBees to deliver the SaaS Services. Upon request from WebBees, Customer shall promptly deliver Customer Content to WebBees in an electronic file format specified and accessible by WebBees and provide access to training/development environment of the Application, Customer shall make necessary connections with business/technical teams and shall explain business objectives and process to WebBees. Customer acknowledges that WebBees ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.

Compliance with Laws: Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that WebBees exercises no control over the content of the information transmitted by Customer or the End User through the SaaS Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

Platform Access: Customer shall be solely responsible for the acts and omissions of its Platform Users. WebBees shall not be liable for any loss of data or functionality caused directly or indirectly by the Platform Users.

Customer Content: Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Software, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the



copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify WebBees immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to WebBees immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer or any End User and (iii) not provide false identity information to gain access to or use the Service. Customer owns and shall retain all right title and interest in and to the Customer Content which is (i) provided by Customer to WebBees for the purpose of the provision of the Service and/or the Professional Services; (ii) created by Customer using the Service; and/or (iii) to the extent applicable, created by WebBees specifically for Customer under the provision of Professional Services, and which incorporates or is based on Customer's copyrighted work and/or Customer's Confidential Information. Customer Content specifically excludes Content provided by WebBees which does not use Customer Content, the Software' "look and feel", and WebBees' Confidential Information and Intellectual Property

License from Customer: Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to WebBees a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS Services to Customer pursuant to this Agreement and the applicable Order Form.

Ownership and Restrictions: Customer retains ownership and intellectual property rights in and to its Customer Content. WebBees or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third party technology, if any, that may be appropriate or necessary for use with some WebBees programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third-party technology is governed by the terms of the third-party technology license agreement and not under the Agreement.

Suggestions: WebBees shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including End Users, relating to the operation of the SaaS Services.

5.7 KYC: Customer is required to submit a (or two) government issues document for KYC purpose and documentation to WebBees via digital or offline format post confirmation of service and before delivery of service.

[In case of businesses, GST registration details, Trade License copy. In case of individuals, a clear picture of PAN Card (back & front), Aadhar Card (back & front).]

6. ORDERS AND PAYMENT

Orders: SaaS Services must be ordered using the Order Form/Purchase Order.

Invoicing and Payment: Unless otherwise provided in the Order Form, WebBees shall invoice Customer for all Fees on the Order Form effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice, and as per Section 6.5 of this agreement. Except as expressly provided otherwise, fees are non-refundable. Are payable in the currency detailed in the Order Form, and must be paid by Customer to WebBees in such currency.



Expenses: Customer will reimburse WebBees for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. WebBees shall notify Customer prior to incurring any such expense. WebBees shall comply with Customer's travel and expense policy if made available to WebBees prior to the required travel.

Taxes: All payments under this Agreement are exclusive of taxes, including but not limited to withholding taxes. However, it is agreed between the Parties, that the Fees Payable by the Customer shall be subject to deduction of taxes, as per applicable laws.

Payment terms: The Parties agree to the following Payment and Payment Terms:

- Total Fee for Services: As per Purchase Order.
- Upfront Fee (Due Before Project Start Date): 50% invoice amount (generated on confirmation of Service(s)).
- Remaining Balance Due: 50% of remaining balance of invoice amount, to be paid on the day of delivery, before delivery.

7. TERM AND TERMINATION

Term of SaaS Agreement: The term of this SaaS Agreement shall begin on the Effective Date and shall continue until terminated by either party in accordance with Section 7.2 of this Agreement.

Termination: The Subscription Term shall renew for successive Subscription Term unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.

Suspension for Non-Payment: WebBees reserves the right to suspend delivery of the SaaS Services if Customer fails to timely pay any undisputed amounts due to WebBees under this SaaS Agreement, but only after WebBees notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the SaaS Services shall not release Customer of its payment obligations under this SaaS Agreement. Customer agrees that WebBees shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's non-payment.

Suspension for Ongoing Harm: WebBees reserves the right to suspend delivery of the SaaS Services if WebBees reasonably concludes that Customer or an End User user's use of the SaaS Services is causing immediate and ongoing harm to WebBees or others. In the extraordinary case that WebBees must suspend delivery of the SaaS Services, WebBees shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. WebBees shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 7.4. Nothing in this Section 7.4 will limit WebBees' rights under Section 7.5 below. This SaaS Agreement may be terminated (i) by WebBees if Customer breaches a term of this SaaS Agreement that remains uncured for 30 days (or, in the case of non-payment, five days) after delivery of notice of such breach, or (ii) if Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors not dismissed within 30 days.

Notwithstanding the foregoing, without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:



(a) if the other party commits a material breach of any term of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within thirty (30) days after being notified in writing to do so; or

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction, or it ceases or threatens to cease to carry on business.

Effect of Termination:

(a) Upon termination of this SaaS Agreement or expiration of the Subscription Term, WebBees shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate.

(b) If WebBees terminates this SaaS Agreement due to a breach by Customer, then Customer shall immediately pay to WebBees all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by WebBees, then WebBees shall immediately repay to Customer all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date.

(c) Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

(d) Upon termination, WebBees will cease providing services, and Customer must pay "termination fees" of 40% of amount in Order Form/Purchase Order (non-negotiable) upon termination of SaaS Service while the project is under development.

Renewal of Subscription: Customer will receive a reminder for renewal. In case of non-payment, suspension of services will be implemented as per Section 7.3.

Estimate Delivery Period: Estimated delivery period for a product is fifteen (15) business-days.

Domain Ownership Transfer: Domain ownership of website will be transferred to the Customer only after receiving full payment and delivery of acknowledgement.

Payment Segregation: Customer shall pay 50% of the invoice amount at the time of confirmation of service. Remaining 50% shall be paid on the day of delivery, before delivery, as per detailed description in Section 6.5.

8. SERVICE LEVEL AGREEMENT

The Service Level Agreement (SLA) is detailed in the Support Terms as discussed over verbal communication and as per this agreement, which outline Customer's remedies for service quality issues.

9. WARRANTIES

Warranty: WebBees represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services



will perform substantially in accordance with the Documentation. For any breach of a warranty, Customer's exclusive remedy shall be as provided in Section 7 Term and Termination.

WEBBEES WARRANTS THAT THE SAAS SERVICES WILL BE PERFORMED IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. WEBBEES DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT WEBBEES WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT WEBBEES DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY WEBBEES (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER WEBBEES NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL WEBBEES OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

Maintenance Disclosure: WebBees will respond with a diagnosis upon Customer's complaint, which will be reported within a forty-eight hours (48-hours) period. Resolution period of the error, operation issue of the service, will be estimated period of resolution and reported to Customer upon diagnosis of the error.

10. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF WEBBEES) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

11. INDEMNIFICATION

Indemnification by WebBees: If a third party makes a claim against Customer that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that WebBees' negligence or wilful misconduct has caused bodily injury or death, WebBees shall defend Customer and its directors, officers and employees against the claim at WebBees' expense and WebBees shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by WebBees, to the extent arising from the claim. WebBees shall have no liability for any claim based on (a) the Customer Content, (b) modification of the SaaS Services not authorized by WebBees, or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. WebBees may, at its sole



option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

Indemnification by Customer: If a third party makes a claim against WebBees that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend WebBees and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

Conditions for Indemnification: A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defence and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defence and settlement of the claim.

12. CONFIDENTIALITY

"Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. WebBees software and Documentation are deemed Confidential Information of WebBees.

Confidentiality Restrictions: During the term of this SaaS Agreement and for 5 years thereafter (perpetually in the case of Software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each Party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

Exceptions: Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of



the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors, etc.

13. PRIVACY, DATA PROTECTION AND SECURITY

Customer understands and acknowledges that, in connection with the use of the SaaS Services by Customer, WebBees processes any Personal Data only on Customer's behalf and WebBees and Customer hereby agree that Customer shall be deemed to be the data controller and WebBees shall be deemed to be the data processor as those terms are understood under the GDPR and any other applicable legal laws and rights and orders.

Customer's Undertakings: Customer shall be solely responsible for obtaining all consents and authorizations as may be required by any applicable law, for the collection, storage and processing of information and/or sensitive information by WebBees according to Customer's instructions, including that such processing according to Customer's instructions will not place WebBees in breach of applicable data protection laws. Prior to processing, Customer will inform WebBees about any special categories of data contained within Customer personal data and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions.

Security: WebBees complies with security standards, such as encryption of data in motion over public networks. Furthermore, Customer's information is stored with logical separation from information of other customers. In addition, WebBees shall have in place and shall comply with documented written policies and procedures, periodically reviewed, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. Such policies and procedures will include encryption of data, virus detection and firewall utilization.

14. GENERAL PROVISIONS

Non-Exclusive Service: Customer acknowledges that SaaS Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict WebBees' ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties, or agreed upon by both the parties on special basis for Exclusive Service.

Assignment: Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS



Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.

Notices: Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified Indian mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.

Force Majeure: Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

Waiver: No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

Severability: If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

Variation: No variation of this Agreement shall be effective unless it is in writing and duly reported to the parties on priority basis along with a copy of this agreement and amended agreement.

Entire SaaS Agreement: This SaaS Agreement (including all exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this SaaS Agreement. This SaaS Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

Survival: Sections 4, 7, and 9 through 19 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

Publicity: Both Parties agree to jointly work towards the publicity and marketing of this arrangement. The Customer agrees to commission the following activities:

(a) WebBees shall issue a press release within a timeframe mutually agreed by both the parties not exceeding 2(two) months from the Effective Date, announcing that Customer has selected WebBees as its SaaS Service Provider. The Customer shall have the right to edit and approve the press release prior to its publication.

(b) Within 2(two) months of successful implementation, the Customer shall assist WebBees in providing a video or written testimonial, to be used as a marketing collateral. The video



testimonial shall be recorded at the Customer's premises, at WebBees' cost. The Customer shall have the right to edit and approve the testimonial prior to its publication.

(c) Customer agrees that WebBees may use Customer's name and logo on the website located at www.webbees.site and for the purpose of marketing the Service.

Export Compliance. The Services, Content, other technology WebBees makes available, and derivatives thereof may be subject to export laws and regulations issued by Bureau of Industry and Security. Each party represents that it is compliant with the same. The Customer shall not permit Users to access or use any Service or Content in violation of the aforesaid regulations.

No Third-Party Beneficiaries: This SaaS Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.

Independent Contractor: The parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

Statistical Information: WebBees may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS service, provided that such information does not identify Customer's data or include Customer's name.

Governing Law and Jurisdiction: This Agreement, including its exhibits, the Order Forms and SOWs is governed by the laws of India, with the courts of Siliguri Sub-Division and Siliguri, having exclusive jurisdiction without reference to any conflict of laws rules.

Compliance with Laws: WebBees shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data.

Dispute Resolution: Customer's satisfaction is an important objective to WebBees in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

Signatures: This SaaS Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this SaaS Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

16. WATERMARKING

WebBees holds the rights to put a watermark of their brand on the SaaS product developed by them. The Customer is restricted to remove the watermark as per "Section 4(ix)".



17. REMOVAL OF WATERMARK

Customer, in order to remove “WebBees” brand watermark from the SaaS product, has to pay a premium of invoice amount provided against the latest Purchase Order/Order Form excluding Maintenance Package charges or rupees five thousand (₹5000) (whichever is higher). Aforementioned prices are exclusive of taxes, taxes are to be charged as per compliance by law.

18. CHANGE IN SERVICE PACKAGES

WebBees holds the rights to change and can change their features and packages without any prior notice at any point of time. In case of price alteration in Maintenance Package, Customer will be notified about the same, and will be charged accordingly starting future renewal.

19. CHANGE IN POLICY

WebBees holds the rights to make changes to these policies at any point of time without any prior notice, the amended policy will be uploaded on the official website and via email (or any other means of communication).

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

