

## MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement governs Customer's purchase and use of Services of WOAS inc. or any of its affiliates ("Wooqer").

The following shall be deemed to constitute acceptance to the terms and conditions of this agreement without any qualification or limitation: (1) executing an order form that references this agreement, or (2) using Wooqer platform services including all urls (including but not limited to this website 'www.wooqer.com', other urls served by Wooqer) as well as any additional services on Wooqer platform.

If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to such entity and its affiliates. If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the services. If the user accesses the website or receives or uses Wooqer services on behalf of any other party (including anybody corporate), that party shall also be bound by the terms of this agreement as if that party were a user. The user warrants and represents that he is authorized by any such party to bind that party to this agreement.

The Services may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

Wooqer's direct competitors are prohibited from accessing the Services, except with Wooqer's prior written consent.

This Agreement is effective and in force from 1<sup>st</sup> February, 2024. All Order Forms that are signed prior to this date continue to be governed by the applicable earlier agreement.

### DEFINITIONS

"Additional Services" refers to services that are not included in the scope as part of the Purchased Services and that can be procured by the Customer on payment of relevant fees/ charges.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement. This covers all services provided by the company to customers at various points of time either in part or in full, which may be through one or more Order Form(s).

"Balance" refers to the amount payable by customer to company in lieu of services offered and also includes any past dues (balance outstanding) or interest payable thereon.

"Content" means information obtained by WOOQER from publicly available sources or its third-party content providers and made available to Customer through the Services, or pursuant to an Order Form.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms. Customer may be referred to by Wooqer in sales presentations, marketing materials and activities.

"Customer Data" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-WOOQER Applications.

"Due Date" falls 7 (Seven) days after the Invoice Date.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Non-WOOQER Application" means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party.

"Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and WOOQER or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Pay per use Charges" refers to the charges accrued by using the Pay per use Services.

"Platform" refers to the Wooqer platform and includes Platform Services being offered by Wooqer to Customer. The platform may also include new services launched by Wooqer from time to time.

“Platform Services” means website wooqer.com and other URLs (\*.wooqer.com) served by Wooqer or Private Internet.

“Private Internet” means the URL extended by Wooqer after purchase of License by Customer.

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal.

“Services” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, (i.e., Purchased Services) or in any manner provided to Customer and made available online by WOOQER, including Platform Services, associated WOOQER offline or mobile components. “Services” exclude Content and Non-WOOQER Applications.

“Service Start Date” refers to the date from which a specific service or set of services requested as per Order Form (as defined below) becomes effective.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by WOOQER without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, WOOQER at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

## 1. WOOQER RESPONSIBILITIES

**2.1 Provision of Purchased Services.** WOOQER will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms, (b) provide applicable WOOQER standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which WOOQER shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond WOOQER’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving WOOQER employees), Internet service provider failure or delay, Non-WOOQER Application, or

denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to WOOQER’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement and the applicable Order Form.

**2.2 Protection of Customer Data.** WOOQER will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). All data, content and user information deployed on the Platform shall remain within the closed Platform. Wooqer does not for the purposes of billing or reference, access individual details like address, phone numbers of the Customer’s end users available on the Platform or in any way share them with third party. Wooqer may create systems to evaluate such data for analysis and providing benchmarking statistics to the Customer with no prejudice to partners, competitors or other third-party affiliates of the Customer or Wooqer. In such exercises, individual information/personally identifiable data is not distributed as is to any other customer. The terms of Privacy Policy at <https://www.wooqer.com/privacy-policy/> are hereby incorporated by reference.

**2.3 WOOQER Personnel.** WOOQER will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with WOOQER’s obligations under this Agreement, except as otherwise specified in this Agreement.

**2.4 PLATFORM SERVICES:** The Platform Services include all URLs (including but not limited to www.wooqer.com) serviced by WOAS Inc. or any of its Affiliates, core infrastructure with tools to create, assign, manage and analyze content and content usage across the defined network (organization). Platform Services facilitate content creation, process design and administration, communication management, and tracking of progress, performance, activity while giving access to data collected through processes at any distanced location with online connectivity. The Platform Services may evolve for the better over time based on feedback received from all Customers and Users of Wooqer. Following are the features that constitute the Platform Services: (a) Users End Users with access to Wooqer as extended by the Customer. These Users have access to Wooqer. (b) Talk The ability to communicate with one or more Users in written form. The Platform Service extends to Tasks and Approvals available on mobile. (c) Modules Share files (with or without questions attached

to them) with Users. (d) Process This Platform Service covers the ability to create, assign, launch & track one-time or periodic forms with web and mobile access for the User. (e) Retrospective Video broadcast to Users of the Private Internet. (f) Survey Create, Assign, Launch & Track one-time or periodic surveys with web and mobile access. (g) Reports The ability to view and analyze visits and time spent on Modules & Chapters. These also extend to the data aggregated through a Process or a Survey. (h) Online Payment The ability to make payments through the Platform Services.

**2.5 ADDITIONAL SERVICES:** Wooqer may later make available to Customer, additional services that are not part of the core platform. Customer shall have an option to avail such services as per applicable pricing. Other Terms and Conditions may apply.

**2.6 UPDATES AND SUPPLEMENTS:** Wooqer may alter or remove existing parts of the Platform Services or launch new Platform Services from time to time. Some of these shall be a part of Platform services and would be available to the customer free of cost, whereas others may be independent offerings with a separate fee structure. Other Terms and Conditions may apply to these updates and supplements.

### **3. USE OF SERVICES AND CONTENT**

**3.1 Subscriptions.** Unless otherwise provided in the applicable Order Form, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by WOOQER regarding future functionality or features.

**3.2 Usage Limits.** Services and Content are subject to usage limits specified in Order Forms. If Customer exceeds a contractual usage limit, WOOQER may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding WOOQER's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon WOOQER's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

**3.3 Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement

and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, (c) the interoperation of any applications with which Customer uses Services or Content, (d) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify WOOQER promptly of any such unauthorized access or use, (e) use Services and Content only in accordance with this Agreement, Order Forms and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer or Users that in WOOQER's judgment threatens the security, integrity or availability of WOOQER's services, may result in WOOQER's immediate suspension of the Services, however WOOQER will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

**3.4 Usage Restrictions.** The Services contain proprietary and confidential information that is protected by applicable Intellectual Property and other laws and treaties. Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use any service or application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use any service or application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of WOOQER intellectual property except as permitted under this Agreement or an Order Form, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Order Form, (k) disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3)

copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

**3.5 Removal of Content.** If Customer receives notice that any Content must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in WOOQER's judgment continued violation is likely to reoccur, WOOQER may disable the applicable Content, and/or Service. If requested by WOOQER, Customer shall confirm such deletion and discontinuance of use in writing and WOOQER shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if WOOQER is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, WOOQER may discontinue Customer's access to Content through the Services.

## **5. FEES AND PAYMENT**

**5.1 Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (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.

### **5.2 Billing and Renewal.**

Wooqer shall raise an invoice based on the Order Form(s), payment of which shall be made in advance, unless otherwise mutually agreed upon in the Order Form. Wooqer will submit an Invoice, in an electronic format to the Customer monthly in respect of Pay per use Charges or Additional Services due for the relevant period. Wooqer reserves the right to determine in its sole discretion the format of the Invoice.

Customer will provide WOOQER with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to WOOQER. If Customer provides credit card information to WOOQER, Customer authorizes WOOQER to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and/or any renewal subscription term(s). 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, WOOQER will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless

otherwise stated in the Order Form, invoiced fees are due 7 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to WOOQER and notifying WOOQER of any changes to such information. For making payments hereunder, Customer shall be required to make payment for which the Customer will be redirected to a third-party payment gateway that Wooqer may have an agreement with. The payment gateway may additionally seek information from the Customer to process the payment and additionally may charge you the payment gateway charges that may be applicable. The payment gateway may consist of Debit Card / Credit Card / Wire / ACH / Net Banking /UPI and other wallet options. The Customer shall be governed under the concerned payment gateway's Terms and Conditions and other Policies for the purpose of all payment-related aspects.

Except as otherwise specified in an Order Form, the term of Purchased Services will automatically renew at the expiring pricing, for additional periods equal to the expiring term, unless either party gives the other written notice (email acceptable) before the end of the relevant term.

**5.3 Overdue Charges.** If any invoiced amount is not received by WOOQER by the Due Date, then without limiting WOOQER's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) WOOQER may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

**5.4 Suspension of Service.** (a) In the event payment for undisputed amounts is not received from Customer on or before sixty (60) days following the Invoice Date, Wooqer shall have the right to suspend all or any portion of the Services, Purchased Services or Additional Services to Customer. Wooqer shall exercise this suspension right by providing Customer with a minimum of ten (10) days written notice specifying the Balance Outstanding and the Purchased Services and / or Additional Services to be suspended. All suspended services shall be restored within one (1) working day post payment of outstanding Balance including all interest accrued. (b) Suspension of Purchased Services and/or Additional Services as set forth in this Paragraph shall not affect Customer's obligation to pay for the Purchased Services, or Additional Services.

**5.5 Billing Disputes.** If Customer in good faith disputes any portion of an invoice it must pay the undisputed amount of the Invoice on or before its Due Date and provide written notice to Wooqer of the billing dispute within fifteen (15) days after Invoice Date. Such notice must include documentation substantiating the dispute.

Customer's failure to notify Wooqer of a dispute within period shall be deemed to be Customer's acceptance of such charges. The parties will make a good faith effort to resolve disputes as expeditiously as possible. If a dispute is resolved in favor of Customer, Customer shall receive an adjustment in the next bill. In the event of over billing, Customer may request billing adjustments substantiated by underlying documentation till (a) Within sixty (60) days of the relevant Invoice Date. If Customer has no balance outstanding, a payment for such amounts will be issued to Customer within thirty (30) days of verification of the claim. If Customer has a Balance outstanding at the time, a credit will be issued in the next invoice.

**5.6 Taxes.** WOOQER's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder whether charged to or against Wooqer, its suppliers or affiliates or Customer associated with the Purchased Service, or Additional or Pay per use Services provided to Customer ("Additional Charges"). Customer shall pay such Additional Charges in addition to all other charges provided for herein, unless Customer provides WOOQER with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, WOOQER is solely responsible for taxes assessable against it based on its income, property and employees.

**5.8 ADJUSTMENTS.** Wooqer may make billing adjustments substantiated with documentation for a period of thirty (30) days after the Due Date of an invoice, or thirty (30) days after the date a service is rendered or changed, whichever is later.

## **6. PROPRIETARY RIGHTS AND LICENSES**

**6.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, WOOQER, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**6.2 Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms and this Agreement. The present Agreement does not, and shall not be deemed to, convey to Customer title of any kind to the System (hardware/software, algorithms, data center facilities, devices or other facilities utilized in connection with the offered Purchased Services, or Additional Services). Nothing in these Terms and Conditions or elsewhere in any commercial arrangement, will be deemed to or

require Wooqer to transfer, assign or license any Intellectual Property to the Customer or Users. These Terms and Conditions constitute a "use" (or provisional) license to components that make up the Purchased Services as per the plan subscribed by the Customer and does not extend license to resell to third parties by Customer or to any of Wooqer's Intellectual Property Rights.

**6.3** Wooqer shall own all right, title and interest, including all related Intellectual Property Rights, in and to suggestions, enhancements, requests, ideas, recommendations, corrections or other feedback provided by the Customer or Users.

## **7. CONFIDENTIALITY**

**7.1 Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of WOOQER includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional WOOQER services.

**7.2 Protection of Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information

of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, WOOQER may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-WOOQER Application Provider to the extent necessary to perform WOOQER's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

**7.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the 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 that Confidential Information.

## **8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

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

**8.2 WOOQER Warranties.** WOOQER warrants 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 Customer Data, (b) WOOQER will not materially decrease the overall security of the Services, and (c) the Services will perform materially in accordance with the applicable Documentation, WOOQER will not materially decrease the overall functionality of the Services.

**8.3** Wooqer warrants that Services shall be provided to Customer in accordance with the Order Form. Wooqer

shall use commercially reasonable efforts under the circumstances to remedy failures to conform to such warranty and restore such Services to comply with the terms of such warranty. The express warranties set forth in this section are the exclusive warranties concerning the subject matter of these terms and conditions, including without limitation the Purchased services and any additional services. Wooqer hereby expressly disclaims (to the greatest extent permissible under applicable law) all other warranties, express, implied, statutory or otherwise, relating to the subject matter of these terms and conditions, including but not limited to any warranties of merchantability, fitness for a particular purpose, title and non-infringement and warranties arising from course of dealing, course of performance or usage of trade. Wooqer does not warrant that (a) information input into the Services will be accurate or free of errors, (b) the operation of the Services will be completely secure, error-free or uninterrupted, or (c) all errors will be corrected. Customer assumes all risk. Further Wooqer shall have no liability for any delays or interruptions in access to or use of the Services resulting from use of the internet and/or telecommunications connections or equipment.

**8.4 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 Services are provided "as is," and as available exclusive of any warranty whatsoever.

## **9. MUTUAL INDEMNIFICATION**

**9.1 Indemnification by WOOQER.** WOOQER will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights, and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer not being a settlement. If WOOQER receives information about an infringement or misappropriation claim related to a Service, WOOQER may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching WOOQER's warranties under "WOOQER Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the claim

arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by WOOQER, if the Services or use thereof would not infringe without such combination; (2) the claim arises from Services under an Order Form for which there is no charge; or (3) the claim against Customer arises from Content, or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

**9.2 Indemnification by Customer.** Customer will defend WOOQER and its Affiliates against any claim, demand, suit or proceeding made or brought against WOOQER by a third party alleging that any Customer Data or Customer's use of Customer Data with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, and will indemnify WOOQER from any damages, attorney fees and costs finally awarded against WOOQER not being a settlement. The above defense and indemnification obligations do not apply if the claim arises from WOOQER's breach of this Agreement, the Documentation or applicable Order Forms.

9.3 Each party shall defend, indemnify and hold harmless the other against and from any and all claims for physical property damage, physical personal injury or wrongful death to the extent that such arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with the provision or use of Purchased Services, Additional Services or other impact on end users due to customer content on Platform.

9.4 With respect to third parties that use Purchased Services, or Additional Services through Customer, Customer shall defend, indemnify and hold harmless Wooqer against any claims by such third parties for damages arising or resulting from any defect in or failure to provide Purchased Services or Additional Services.

9.5 The indemnifying party agrees to defend the other against the claims as set forth above and to pay all reasonable litigation costs, lawyers' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims. The indemnified party shall promptly notify the indemnifying party in writing of any such claims, grant the indemnifying party sole control over the defense and settlement thereof, and assist the indemnifying party in the defense and settlement thereof at the indemnifying party's expense.

## 10. LIMITATION OF LIABILITY

**10.1 Limitation of Liability.** In no event shall the aggregate liability of each party together with all its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its 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.

**10.2 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.

10.3 Excepting only liability for Wooqer's reckless or willful misconduct, Wooqer's liability arising out of its provision of services hereunder, including but not limited to liabilities arising out of Wooqer's negligence, mistakes and omissions, interruptions, delays, errors, or other defects in the Services or breach of contract arising out of the failure to furnish services whether caused by acts of commission or omissions, shall be limited to the extension of allowances for interruptions as set forth in these Terms and Conditions. Such allowances for interruptions shall be the sole remedy for Customer, including any User of Customer, and the sole liability of Wooqer. Hereunder, Wooqer's liability for damages or losses of any kind arising out of its furnishing services shall in no event exceed an amount equal to its fixed monthly or other charge allocable to the faculty or defective service. Notwithstanding the provisions of the preceding, Wooqer shall not be liable to Customer or any other User for any loss of, defects in, or any inability to furnish service due to Acts of God, Acts of Government, Wars, Internet backbone sabotage, Riots, Strikes, Failure of the internet system, Failure of a certified transmission equipment or other causes beyond Wooqer's control. Customer shall defend, indemnify and hold Wooqer harmless from any claims in context of Services usage by Users or third parties to whom the Customer has extended access. Except for Customer's payment obligations hereunder, in no event either party shall be liable to other for any direct or indirect damages in respect of any matter arising out of or in connection with the provision of the Services described in these Terms and Conditions or for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill, regardless of the foreseeability thereof, occasioned by the termination of customer's rights to use, or the preemption of or the

failure of, or loss of technical quality of, the services or by any delay in commencement of these Terms and Conditions or by any other cause or matter whatsoever.

## 11. TERM AND TERMINATION

**11.1 Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until the term of all Purchased Services (which shall be specified in applicable Order Forms) has ended or until this Agreement has been terminated as provided hereunder.

**11.2 Termination.** Either 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. Customer can terminate without cause by giving a written termination notice sixty (60) days in advance.

**11.3 Refund or Payment upon Termination.** In the event, this Agreement is terminated by WOOQER for cause or by Customer without cause, the Customer will pay to Wooqer any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event, will any termination relieve the Customer of its obligation to pay any fees payable to WOOQER for the period prior to the effective date of termination.

**11.4 Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as WOOQER retains possession of Customer Data.

## 12. GENERAL PROVISIONS

**12.1 Export Compliance.** The Services, Content, other WOOQER technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. WOOQER and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

**12.2 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**12.3 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between WOOQER and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Agreement.

**12.4 Relationship of the Parties.** The provision of Services, Purchased Services or Additional Services shall not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**12.5 Third-Party Beneficiaries.** The provisions of this Agreement are for the benefit only of the parties hereto, and no third party may seek to enforce or benefit from these provisions.

**12.6 Waiver.** The failure of either party to enforce any provision hereof shall not constitute the permanent waiver of such provision.

**12.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**12.8 Assignment.** These Terms and Conditions are binding upon and shall inure to the benefit of the parties hereto and upon their respective successors and permitted assignees. Customer may not assign these Terms and Conditions without the prior written consent of Wooqer, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon written notice, either party may assign to a parent, affiliate or subsidiary company without the consent of the other.

**12.9 LEGAL FEES.** If a proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, Wooqer shall be entitled to recover reasonable legal fees and other reasonable costs and expenses incurred in such action or proceeding in addition to any other relief to which Wooqer may be entitled.

**12.10 Agreement to Governing Law and Jurisdiction.** Each party agrees that the law that this Agreement shall be governed, controlled, interpreted and enforced by, and the courts that have exclusive jurisdiction over any such dispute or lawsuit, matters arising out of this Agreement, shall depend on the contracting Wooqer entity as follows:

<b>If the contracting Wooqer entity is:</b>	<b>Governing Law is:</b>	<b>Courts with exclusive jurisdiction are:</b>
WOAS Inc	Laws of California, USA	Santa Clara, California
WOAS Technology Pvt Ltd	Laws in India	Bengaluru, Karnataka, India

**12.11 AMENDMENTS / CHANGES IN TERMS AND CONDITIONS.** Wooqer will occasionally update these Terms & Conditions to reflect customer feedback and changes in our Services. When Wooqer posts changes to this statement, Wooqer will revise the “last updated” date at the top of this statement. Wooqer encourages Customers and Users to periodically review these Terms and Conditions.