

KNOLSEED END USER AGREEMENT

This end user agreement (hereinafter the "**Agreement**") between Knowledge Foundry Business Solutions Pvt. Ltd., an Indian company having its principal place of business at **C505, Raheja Residency, Koramangala 3rd Block, Bangalore-560034, India.** (hereinafter "**Knowledge Foundry**" which expression shall include where appropriate its affiliates, successors and permitted assigns) and you, shall govern all your access and usage of the Knolseed product, software, services and websites (collectively referred to as the "Services"). It is important that you read and understand the following terms. By clicking "Agree" you are agreeing that these terms will apply to your access and use of the Services.

1. General:

- (a) The Services are only available to entities that are duly registered as entities legally capable of entering into contracts under the laws of the jurisdiction of their registration and not to individuals. You hereby represent that you are an entity that is legally capable of entering into this Agreement and that your representative who executes this Agreement on your behalf by clicking on "Agree" is properly authorised by you to bind you to the terms and conditions set forth herein.
- (b) You represent that you have all rights required to provide the information that you have provided to Knowledge Foundry, including any registration information and Account set up information and represent that they are true and accurate.
- (c) As a registered user of the Services, you must establish an user account that contains the information that specifically identifies you and contains the data needed for you to properly access and use the Service including but not limited to the information required for Knowledge Foundry to effectively communicate with you, payment instructions for your Use of the Services and the authentication credentials for your access to and Use of the Services ("Account"). Do not reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Knowledge Foundry of any security breach of your Account. You further acknowledge and agree that the Services are designed and intended for the specific use of registered Users and you should not share your Account and/or password details with any other entity or individual. Provided we have exercised reasonable skill and due care, Knowledge Foundry shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.
- (d) You will be solely responsible for all your acts and omissions with respect to the Services including those of the Users*. Specifically, you acknowledge and agree that you have studied your obligations under all applicable laws as they relate to your Use of the Services and that you have determined that you can Use the Services while remaining compliant with all obligations under all applicable laws. You also acknowledge and agree that Knowledge Foundry shall not have any liability to you

or to any third party who makes a claim against Knowledge Foundry based on, arising from or relating to your Use of the Services.

***User** means an individual who is authorized by you to Use the Services in compliance with the requirements specified in this regard by Knowledge Foundry. Users may include your employees, consultants, contractors and agents; but shall not include third parties with which you transact business.

2. Right to Use:

- (a) Knowledge Foundry hereby grants you a revocable, non-exclusive, non-transferable, global, limited right to Use* the Services, for the Subscription Period** subject to the terms of this Agreement. Except for this limited right and license, Knowledge Foundry does not grant you any other license, and no other use of the Service is permitted except as explicitly identified under this Agreement.

***Use or Used** means to directly or indirectly activate the processing capabilities of the Services and/or execute, access, utilize, employ the Services, or display information resulting from such capabilities.

****Subscription Period** means the initial period of validity of this Agreement as set forth in Section 8(b) and any extensions thereto.

- (b) All of the Services are standardised and offered to all Knowledge Foundry customers using Knowledge Foundry's hosted model. Knowledge Foundry shall not offer any customisation capability with respect to any Service other than as detailed on the Service website. The Services are hosted on hosting servers controlled by Knowledge Foundry and will be simultaneously available to multiple users and customers using a multi-tenant hosted computing environment.
- (c) The details of the Services you have purchased are set forth in the account management section of your profile and have also been emailed to your designated contact email address as set out in your Account. Updates to such Services, when released, shall be available to you at no additional cost, unless such updates are optional, in which case such updates will have to be paid for in accordance with the pricing options applicable to such updates. Your access to features, functionalities or releases that are not part of a Update shall be subject to your purchase of additional Services at the then applicable fee and subject to terms and conditions, if any, that apply to such features, functionalities or releases in addition to this Agreement. All such additional terms, when accepted, shall form a part of this Agreement.
- (d) Nothing set forth in this Agreement shall restrict Knowledge Foundry from collecting, storing, analysing and using the data related to your usage of the Services for any purpose it deems appropriate including but not limited to tracking your usage of the Services, invoicing you in accordance with this Agreement, tracking Service performance, determining maintenance schedules, marketing and sales materials, benchmarking studies and development. Knowledge Foundry uses a mix of web server log files and tracking technologies to collect and analyze certain types of technical information, such as cookies, IP addresses, device type and usage information including time spent on particular pages or number of clicks.

Knowledge Foundry also uses cookies, web beacons, java scripts and other technologies as part of the Service to track the behaviour of users and to improve the user experience. All such data shall be Knowledge Foundry's Proprietary Information.

- (e) You understand that all Content is the sole responsibility of the person from whom such Content originated. This means that you, and not Knowledge Foundry, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. Knowledge Foundry does not control the Content used in the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials.

- (f) You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service. Knowledge Foundry shall use reasonable skill and due care in providing the Service, but Knowledge Foundry does not guarantee or warrant that any Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.
- (g) Knowledge Foundry shall adhere to reasonable security measures deemed by Knowledge Foundry to be appropriate for the provision of the Services, including, without limitation, using reasonable measures to secure your information from unauthorised access and modifications. Such security measures shall be no less stringent than the measures used by Knowledge Foundry to secure its own information. You will not take any action that will cause a breach of the security measures used by Knowledge Foundry.

3. Proprietary Rights and Non Exclusivity

- a. You acknowledge and agree that Knowledge Foundry and/or its licensors own all legal right, title and interest in and to the Services including but not limited to the ideas, concepts, inventions, systems, platforms, interfaces, tools, utilities, user interface, algorithms, formulae, scripts, graphics, work flows, processes, software, methodologies, techniques, templates, forms and formats, processes, databases know-how, trade secrets and other technology and information and other Proprietary Information, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You understand and agree that such proprietary rights include rights over any modifications, improvements, extensions, enhancements created or developed by Knowledge Foundry in the future. You further agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You acquire only the right to use the Services and will not use such proprietary information or materials in any manner whatsoever except as expressly permitted by this Agreement. Any feedback provided to Knowledge Foundry on the quality of the Service and any

suggestions made to enhance the Services may be used by Knowledge Foundry without further agreement

- b. You acknowledge and agree that nothing in this Agreement shall prevent Knowledge Foundry from disclosing any information connected with the usage and performance of the Service, and to reuse all general knowledge, experience, know-how, technology (including ideas, concepts, techniques and processes) acquired during the provision of Services. You further agree that Knowledge Foundry may use all such aggregated data in any form it pleases for any and all purposes, including but not limited to advertising, marketing and the promotion of networking opportunities.
- c. Nothing in this Agreement shall be deemed to (i) restrict or limit the ability of Knowledge Foundry from providing access and the ability to use the Services to third parties; (ii) restrict or limit the ability of Knowledge Foundry from providing access to its Proprietary Information or other materials to any other party for any purpose; or (ii) in any way affect the rights granted to such other parties.

4. Prohibited Uses:

You shall not:

- (a) Use the Services except as expressly provided in this Agreement; or
- (b) Use the Services to upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable; or
- (c) Provide any third parties with access to the Services; or
- (d) Re-sell, grant any rights to third parties to the Services, lease, time-share, lend or rent the Services; or
- (e) Copy any features, functions or user interfaces/graphics of the Services; or
- (f) Commit or permit the commission of any Abuse* of the Services.

***Abuse** means, in your access and use of the Services (i) permitting Users to share passwords and other authentication credentials; (ii) permitting the Use of the Product and Services by third party entities in a manner that subverts their need to purchase an independent licence; (iii) permitting Users to initiate denial of Service or attempt to introduce malicious code, (iv) your building applications that interact with, or combine applications with, the Service which applications negatively affect the speed and performance of the Service, (v) You or your Users tampering with or attempting to tamper with security features of the Product;

Knowledge Foundry shall have the on-going right to monitor your use of the Services to determine your compliance with this Agreement.

7. Limited Warranty:

- (a) Subject to you paying all the relevant fees, Knowledge Foundry warrants that it will use reasonable efforts to ensure that the Services materially conform to any documentation shared. Knowledge Foundry's sole obligation in respect of a breach of this warranty shall be to exercise all reasonable efforts, consistent with the industry standards, to modify or rectify the Services so as to correct the defective performance if you give Knowledge Foundry prompt written notice of any claims under the foregoing warranty.
- (b) You understand and acknowledge that certain risks are inherent in the transmission of information over the internet. By entering into this Agreement, you have chosen to use the security measures provided by Knowledge Foundry even though other security measures are available. Knowledge Foundry does not represent or guarantee that the Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and Knowledge Foundry disclaims any liability relating thereto. Knowledge Foundry warrants that, during the term of this Agreement, Knowledge Foundry will employ commercially reasonable system security measures. Except as expressly set forth in this section, Knowledge Foundry makes no representation, warranty, covenant or agreement that its security measures will be effective and neither Knowledge Foundry nor its affiliates shall have any liability for the breach of its security measures, or the integrity of the systems or Knowledge Foundry's computer servers, unless caused by the wilful misconduct or gross negligence of its employees.
- (c) The Services are provided to you on an "as-is" and "as available basis". Knowledge Foundry is not responsible for any failure of the telecommunications network or other communications links utilised to gain access to the Services. Knowledge Foundry does not represent that the Services will meet your requirements or that operation of the Services will be uninterrupted or error free. You have the right to independently evaluate the Services and its suitability for your needs during the trial period.
- (d) You further acknowledge that the Service is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by the Service could lead to death, personal injury, or severe physical or environmental damage.
- (e) You represent and warrant that your use of the Services is in compliance with and shall continue to be in compliance with all applicable laws.
- (f) KNOWLEDGE FOUNDRY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM AND EXPRESSLY WAIVE ALL OTHER, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF KNOWLEDGE FOUNDRY OR THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OF ERROR-FREE AND UNINTERRUPTED USE OR OF NON-INFRINGEMENT EXCEPT TO THE EXTENT EXPRESSLY PROVIDED ABOVE (LIMITED WARRANTY).

- (g) IN PARTICULAR, KNOWLEDGE FOUNDRY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

8. Price and Payment:

- (a) You will pay Knowledge Foundry fees for the use of the Services as per the pricing details set forth on the Knolseed website's pricing page which can be found at <http://www.knolseed.com/pricing.html>. Prices are subject to change, at the discretion of Knowledge Foundry.
- (b) The fees paid by you and the period for which you shall have access to the Services pursuant to such payment of fees ("Subscription Period") are set forth in your Knolseed user account, which is accessible through the Knolseed website.
- (c) You must pay all fees for the use of the Service to Knowledge Foundry in advance. Any additional capacity or features you wish to use must also be fully paid for in advance. You will be provided with a receipt to acknowledge the receipt of such payments by Knowledge Foundry. You shall neither make nor assert any right of deduction or set-off from amounts invoiced.

9. Tax:

- (a) Notwithstanding anything contained in this Agreement, rates, purchase orders, or other documents issued pursuant to the terms of this Agreement are exclusive of all taxes.
- (b) You shall be liable for all transaction taxes on the services provided under this Agreement. Transaction taxes include but are not limited to sales tax, use tax, excise tax, Value Added Tax (VAT), Goods and Services Tax (GST), Consumption Tax, Business Tax, Service tax, Product sales tax and similar taxes.
- (c) You will pay stamp tax and any other similar taxes payable on conclusion of contracts, issue of purchase orders, or similar documents, if any.

10. Term and Termination:

- (a) This Agreement and the right to use granted hereunder shall take effect on the date you register with Knowledge Foundry, and shall continue in effect until either you or Knowledge Foundry terminates this Agreement in accordance with this section or until the non-renewal of your subscription. Either party may terminate this Agreement by providing thirty (30) days' notice of the same. You acknowledge and understand that there shall be no refund of fees paid under this Agreement in case of early termination.

- (b) Knowledge Foundry may terminate the Agreement:
 - (i) thirty (30) days after Knowledge Foundry gives you notice of your breach of any provision of the Agreement (other than your breach of its obligations under Section 3 (Prohibited Uses) or Section 11 (Confidential Information) which breach shall result in immediate termination) and which you do not cure within the thirty (30) day notice period; or
 - (ii) immediately if you file for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.
- (c) You may terminate this Agreement if Knowledge Foundry files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.
- (d) Knowledge Foundry shall have the right to make amendments to this Agreement and seek your acceptance of these amendments. If you choose not to accept such amendments, you shall have the right to cancel your subscription and terminate this Agreement.
- (e) All data belonging to you may be deleted thirty (30) days after the Termination of this Agreement, which deletion you hereby authorize. Notwithstanding the foregoing, if you and Knowledge Foundry agree in writing, prior to the expiry of the thirty (30) day period, Knowledge Foundry shall deliver a copy of the data to you in .csv format.

11. Confidential Information:

- (a) During the course of this Agreement, either party may share and provide the other with access to its confidential and Proprietary Information ("Confidential Information"). Confidential Information may be disclosed either orally, visually, in writing (including graphic material) or by way of consigned items. The receiving party agrees to take all reasonable security precautions, including precautions at least as great as it takes to protect its own confidential information, to protect the secrecy of the Confidential Information. Confidential Information shall be disclosed only on a need-to-know basis. Each party will be responsible for the breach of confidentiality by its representatives, as applicable. Except as provided herein, the parties agree to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such information, and shall not make use of such information, without the prior written consent of the disclosing party. Confidential Information includes but is not limited to the Services, documentation, third party materials, business plans, business forecasts, financial information, customer lists, development, design details, technical information, specifications, patents, copyrights, trade secrets, proprietary information, methodologies, techniques, sketches, drawings, models, inventions, know-how, processes, algorithms, software programs, and software source documents.

- (b) The confidentiality obligations under this Agreement shall not apply to Confidential Information which:
- i. was in the public domain or generally available to the public prior to receipt thereof by the receiving party from the disclosing party, or which subsequently becomes part of the public domain or generally available to the public other than as a result of a breach of this Agreement by the receiving party;
 - ii. was in the possession of the receiving party prior to receipt from the disclosing party;
 - iii. is later lawfully received by the receiving party from a third party, unless the receiving party knows or has reason to know of an obligation of secrecy of the third party to the disclosing party with respect to such information;
 - iv. is independently created or developed by the receiving party without use or reference of the Confidential Information of the disclosing party or,
 - v. is required to be disclosed by operation of law.
- (c) Parties may disclose Confidential Information pursuant to a court order or any legal, regulatory, law enforcement or similar requirement or investigation; provided that prior to any such disclosure, such a party shall use reasonable efforts to (a) promptly notify the other party in writing of such a requirement; and (b) cooperate with the other party in protecting against or minimizing any such disclosure or assist in obtaining a protective order.

12. Privacy

You understand that by using the Service, you consent and agree to the collection and use of certain information about You and your use of the Service in accordance with Knowledge Foundry' Privacy Policy and this Agreement. You further consent and agree that Knowledge Foundry may collect, use, transmit, process and maintain information related to your registered account for the purposes of providing the Service, and any features therein, to you. Information collected by Knowledge Foundry when you use the Service may also include technical, statistical, or diagnostic information related to or resulting from your use that may be used by Knowledge Foundry to support, improve and enhance its products and services. For more information please read our full privacy policy at <http://www.knolseed.com/privacy.html> . You further understand and agree that this information may be transferred to the other countries for storage, processing and use by Knowledge Foundry, its affiliates, and/or their service providers.

13. Indemnity:

- (a) Knowledge Foundry shall indemnify you against all claims, liabilities, and costs (including reasonable attorneys' fees), brought against you by third parties alleging that your use of the Services infringes or misappropriates any patent of which Knowledge Foundry is aware; a copyright; or trade secret rights, provided that such indemnity shall not apply if the alleged infringement results from (i) a combination of the Services with any program, equipment or device not supplied or recommended by Knowledge Foundry; (ii) use of the Services other than as described in the documentation or instructions shared; or (ii) any unlicensed or unauthorised activity and provided you promptly notify Knowledge Foundry in

writing of any such claim. In the event of such claim Knowledge Foundry shall have full control of the defense and any settlement of such claim. You agree to cooperate fully in the defense of such claim.

- (b) You shall not undertake any action in response to any infringement or alleged infringement by third parties of the Services.
- (c) Knowledge Foundry shall, at its sole discretion: (i) procure for you the right to use the infringing Services, (ii) replace the Services with a non-infringing Service, or (iii) modify the infringing Service so that it becomes non-infringing. If none of the foregoing is commercially reasonable Knowledge Foundry may terminate this Agreement. Knowledge Foundry's sole and exclusive responsibility with respect to any allegation that your use of the Services infringes third party intellectual property rights are limited to those set forth above in this section.
- (d) You shall indemnify and hold harmless Knowledge Foundry, its officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, debts and costs (including reasonable attorneys' fees), brought against Knowledge Foundry by third parties alleging that you are: (i) infringing or misappropriating any intellectual property while using the Services; or (ii) that you are violating any term of this Agreement; or (iii) that you are in violation of third party rights including without limitation any intellectual property, privacy or property right; or (iv) that you are using the Services to commit and perpetuate the misappropriation of intellectual property, including by introducing certain or all of the Content into the Service; or (v) submitting Content which caused damage; or (vi) that you are abusing the Services; or (vii) that your Use of the Services violates (or causes Knowledge Foundry to be in violation of) any law, rules, orders, regulation, notification or other directive having the force of law which claim has arisen from any act or omission of yours in violation of the terms of this Agreement. This defense and indemnity shall survive the termination of this Agreement.

14. Limitation of Liability:

- (a) Knowledge Foundry shall not be responsible under this Agreement if the Services are not used in accordance with the terms of this Agreement and any other documentation provided by Knowledge Foundry; or (ii) if the defect is caused by the your computing environment, or by interfacing third-party software.
- (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY LOSS OF PROFITS, BUSINESS, CONTRACTS, OR REVENUES, LOSS OF OPERATION TIME, INCREASED COSTS OR WASTED EXPENDITURE, LOSS OF GOODWILL OR REPUTATION OF THE OTHER, ITS EMPLOYEES OR ANY OTHER PERSON ACTING ON THEIR BEHALF, SPECIAL, INDIRECT, INCIDENTAL PUNITIVE OR CONSEQUENTIAL DAMAGE OF ANY NATURE WHATSOEVER OR HOWSOEVER ARISING OUT OF THIS AGREEMENT
- (c) THE MAXIMUM AGGREGATE AMOUNT THAT YOU OR ANY PARTY CLAIMING THROUGH YOU CAN RECOVER FROM KNOWLEDGE FOUNDRY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND PROFESSIONAL

ADVISORS FOR ALL CLAIMS ARISING FROM, UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE OR OTHERWISE) WILL IN NO EVENT EXCEED THE TOTAL FEES PAID BY YOU (EXCLUDING PASS THROUGH EXPENSES) TO KNOWLEDGE FOUNDRY FOR THE PRODUCT AND SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE LATEST CLAIM ACCRUED.

15. Assignment:

- (a) You may not assign this Agreement without the prior written consent of Knowledge Foundry.

16. Arbitration and Governing Law:

- (a) The Parties hereby agree that this Agreement shall be governed by and construed in accordance with the laws of India.
- (b) Except for the right of either Party to apply to the exclusive jurisdiction of a competent court in Bangalore, India, for an injunction or other equitable relief available under applicable law to preserve the status quo or prevent irreparable harm pending the selection and confirmation of a panel of arbitrators, any claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the AAA rules and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall nominate and appoint a competent arbitrator. The two nominee arbitrators shall jointly appoint the third arbitrator who shall be the chairman of the arbitration panel. The Parties agree that the arbitration proceedings and the award shall be kept strictly confidential and that obligations under this clause shall survive termination or expiration of this Agreement.

17. Force Majeure:

Knowledge Foundry shall not be liable to you for the failure or delay in the performance of Services, if such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond its control.

18. Waiver:

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of this Agreement. Further, no waiver shall be effective unless made in writing and signed by an authorised signatory of the waiving party.

19. Severability and Survival:

If any of the terms, conditions or provisions contained in this Agreement are determined by any court of competent jurisdiction to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to

be valid to the fullest extent permitted by law. Any clause expressly or impliedly intended to survive the termination or expiry of this Agreement shall do so

20. Notices:

All notices and other communications made or required to be given under this Agreement shall be in writing and shall be deemed given upon receipt when sent through (1) certified mail, (2) personal service, or (3) fax with receipt acknowledged to the address specified below:

If to Knowledge Foundry:	Raj Bhatt, Knowledge Foundry Business Solutions, C505, Raheja Residency, Koramangala 3 rd Block, Bangalore -560034. India
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If to You:	To the Address provided at the time of registration
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21. Entire Agreement:

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein, and any prior written or oral Agreements existing between the parties or modifications to this Agreement, shall have no force or effect unless incorporated herein through an Addendum agreed upon by both parties.