

Last Updated: 31st May, 2021

These terms of service ("**Terms**") form a contract between You and Obtan Technologies Private Limited (referred to as "Us", "We", "Our", "UserHop") and govern Your right to access the Websites and our user research analysis, collaboration, and storage software ("Services") as part of a Subscription during the Term. By accessing or using the Services or authorizing or permitting any User to access or use the Services or Websites, You are agreeing to be bound by these Terms.

In the event of a conflict between these terms of service and Data Use Policy, these terms of service shall prevail. If You are using Our Services for an organization, You are agreeing to these Terms on behalf of that organization and in these Terms, "You" or "Your" refers to that organization. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and should not access or use the Services and/or Websites.

In these Terms, You and We are individually referred to as a "**Party**" and collectively as "**Parties**". You, as an individual, must be eighteen (18) years or older to register for and use the Services.

1. Definitions

When used in these Terms with the initial letters capitalized, in addition to the terms defined elsewhere in these Terms, the following terms have the following meanings:

Account: means any accounts or instances created by or on behalf of You for access and use of the Services.

Affiliate: means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the

possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

Software/UserHop Software: means the web-based UserHop software and associated documentation, which includes any UserHop internet-based services.

Customer Data: means any electronic data uploaded or input into the Software by You or Users that We may store.

Data Use Policy: means Our data use policy at <https://www.userhop.com/datapolicy.html> as updated periodically and which is incorporated into these Terms by reference.

Process/Processing: means any operation or set of operations which is performed upon Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Services: means Our user research analysis, collaboration, and storage software and related products and services that You subscribe to, and/or any new services or features that We may introduce as a Service to which You may subscribe to, and any Updates to the Services, including individually and collectively, any software and documentation.

Subscription: means Your subscription to the Services for Your access and use of an Account.

User: means those individuals You authorize as users within an Account to use the Services by way of designated login credentials.

Websites: means the websites that We operate.

2. Rights to Use the Services

2.1 Subject to Your (including Users') compliance with these Terms and solely during the Term, We grant You a limited, non-exclusive, non-transferable, non-assignable worldwide (subject to applicable law) restricted and revocable right to access and use the Services that You have subscribed to for Your own internal business purposes.

3. Your Responsibilities

3.1 Account Activities. You are solely responsible for

- i. Your (including Users') access and use of the Services in compliance with these Terms;
- ii. without prejudice to Our obligations under Section 8 (*Confidentiality*) and Section 9 (*Data Privacy*), maintaining the confidentiality of unique login information, credentials and passwords associated with Your Account, and the privacy and security of Your Account;
- iii. ensuring that Your use of the Services to store, process and transmit Customer Data is compliant with applicable laws and regulations;
- iv. all activities that occur regarding Your Account regardless of whether the activities are undertaken by You, Users, or a third party (including Your contractors or agents);
- v. immediately ceasing use of the Services for a prohibited activity or purpose if We inform You that a specified activity or purpose is prohibited with respect to the Services; and
- vi. determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes.

3.2 Your Conduct. You agree to use the Services in accordance with these Terms (including any addendum, schedules and exhibits). Further, You agree, on behalf of Yourself and Users, not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than Users in furtherance of Your internal business purposes as expressly permitted under these Terms; (b) use the Services to Process data on behalf of any third party other than Users; (c)

modify, adapt, or hack the Services or otherwise attempt to gain or gain unauthorized access to the Services or related systems or networks or tamper with or breach the security of the Services; (d) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (e) not use or permit the use of any software, hardware, application or process that interferes with the Services, interferes with or disrupts servers, systems or networks connected to the Services, or violates the regulations, policies or procedures of such servers, systems or networks, accesses or attempts to access Our other customers' accounts, servers, systems or networks without authorization, or harasses or interferes with Our other customers' use and enjoyment of the Services; (f) attempt to decipher, decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover or attempt to derive the source code or underlying program of any software making up the Services; (g) falsely imply any sponsorship or association with Us; (h) use the Services in any unlawful manner, including but not limited to violation of any person's privacy rights; (i) use the Services to store or transmit any content that infringes upon any person's intellectual property rights; (j) use the Services to knowingly post, transmit, upload, link to, send or store any content that is unlawful or promotes any criminal activity; (k) modify, port, adapt, translate or create any derivative work based upon the Services or the Websites; (l) use the Services to knowingly post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, worms or cancelbots or any other similar harmful software ("**Malicious Software**"); (m) establish a link to the Websites in such a way as to suggest any form of association, approval or endorsement on Our part where none exists; (n) try to use, or use the Services in violation of these Terms and/or applicable law. Neither You nor any of Your Affiliates shall access or use the Services or Websites if such individual or entity is a competitor of UserHop. You and Your Affiliates shall not access or use the Services or Website to evaluate its functionality or performance for competitive purposes, including for developing any similar application, product or service.

3.3 Customer Data. You represent and warrant that: (i) You have obtained all necessary rights, releases and permissions to provide Customer Data uploaded to the UserHop

software or otherwise transferred to Us and to grant the rights granted to Us in these Terms; and (ii) Customer Data transferred to or used by Us as authorized by You under these Terms does not violate any laws or rights of any third party, including any intellectual property rights, rights of privacy, or rights of publicity.

We assume no responsibility or liability for Customer Data uploaded or transferred by You to UserHop. You are solely responsible for such Customer Data and the consequences of using, disclosing, storing or transmitting it. It is your responsibility to back up such Customer Data.

You acknowledge and agree that the operation of the Services is reliant on the accuracy of the Customer Data, and the provision of inaccurate or incomplete Customer Data by you may affect the use, output and operation of the Services.

3.4 Unauthorized Access. Except to the extent caused by Our willful breach of these Terms, UserHop will not be responsible for any alteration, compromise, corruption, damage or loss that may result from Your failure to protect Your login information, including any passwords. You agree to notify Us immediately of any unauthorized access or use of Your Account, log-in information, credentials or passwords, or any unauthorized activity in Your Account. We have the right to suspend or terminate the Services without notice to You, if We reasonably suspect any unauthorized activity and You agree to cooperate with Us in any investigation into suspected or actual unauthorized activity. Where Your Account is so suspended and the breach remains uncured post any cure period We may grant You at Our sole discretion, We reserve the right to terminate Your Subscription with immediate effect.

4. Changes to the Websites and Services

4.1 Websites. We have the right but not the obligation to change content on Our Websites at any time. We may discontinue or change any part of Our Websites, that does not affect the Services, without notifying You.

4.2 Services. We may upgrade, update, or modify the provision of all or any part of the Services from time to time, including to improve the Services or to address any legal or regulatory requirements or to address a change in Our policies ("**Updates**") and You may receive notifications where the Update is material. What constitutes a "material Update" will be determined by Us in good faith using Our reasonable judgment but will only include an Update that materially affects Your use of the Services. Unless otherwise stated, the Updates are also subject to these Terms and We reserve the right to deploy Updates at any time. Where You do not agree to an Update, Your sole remedy shall be to terminate Your use of the Services and to comply with the termination obligations set forth in these Terms. Any use of the Services after the Update will constitute Your acceptance of the Update.

5. Intellectual Property Rights

5.1 Ownership. All right, title and interest in and to all of Our patents, inventions, copyrights, trademarks, domain names, trade secrets, software, updates, know-how and other intellectual property and/or proprietary rights in or related to the Services, including the Websites, and any part of it (collectively, the "**UserHop Intellectual Property Rights**"), are owned or licensed by and shall remain exclusively with Us. We are the owner or the licensee of all UserHop Intellectual Property Rights in the Websites, and the content or material published on it. You must not use any part of the content on the Websites for commercial purposes without obtaining appropriate licenses.

Subject to the limited rights expressly granted by Us to You in Section 2 (*Rights to use the Services*) of these Terms, You do not have any right, title to or interest in the UserHop Intellectual Property Rights. By using the Services, You grant Us a limited license to access, disclose, Process, transmit and use Customer Data for providing the Services to You and for complying with these Terms. We claim no intellectual property rights over Customer Data. All rights not expressly granted to You in these Terms are reserved by Us.

5.2 Grant of License to Us. You may choose or We may invite You to submit suggestions, recommendations, enhancement requests or other feedback about the Services ("**Feedback**"). By submitting any Feedback, You agree that such Feedback is gratuitous, unsolicited and without restriction, and You grant Us a fully paid up, royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate Feedback, in whole or in part, into the Services or Websites.

Further, unless You notify Us otherwise via e-mail to support@looppanel.com, You grant Us a fully paid up, royalty-free, worldwide, transferable license to use Your name and logo to identify You as Our customer on the Websites or in other sales or marketing materials.

6. Billing and Payments

6.1 Subscription Fees. You shall be charged a fee based on the plan You choose for the Services ("**Subscription Fees**"). Unless specified otherwise in a Pricing Agreement, the Subscription Fees are payable in full and in advance until Your Subscription is terminated in accordance with Section 8 (*Term, Termination and Suspension*).

6.2 Payment. You agree to pay the Subscription Fees through a payment method acceptable to Us. You hereby authorize Us and/or Our authorized agents, as applicable, to bill You in accordance with Your Plan and/or Pricing Agreement for Your Subscription (and any renewal thereof). Unless otherwise stated in a Pricing Agreement, Your payment is due in full immediately upon each due date with respect to Your Subscription. You must notify Us of any change in Your payment account information, either by updating Your Account or via e-mail to support@looppanel.com.

6.3 Renewal. For any Renewal Term (as defined below), unless otherwise agreed to in a Pricing Agreement, We reserve the right to change the subscription fees and billing methods upon a thirty (30) day notice. For existing Subscriptions for which the Subscription Fees has

been already received by Us, We will implement the price changes during the next Renewal Term.

6.4 Refunds. Unless otherwise specified in writing, all Subscription Fees are non-refundable. We do not provide refunds or credits for any partial use or non-use of the Services.

6.5 Delayed Payments/Non-payment of Subscription Fees. Where We do not receive payment towards the Subscription Fees within the due date for a Subscription, You shall be notified of such non-payment. We must receive payments within a maximum of fifteen (15) days from the date of Our notice. If We do not receive payment within the above mentioned time period, in addition to Our right to other remedies available under law, We may (i) charge an interest for late payment (a) @ 1.5% per month on the outstanding balance; and/or (b) suspend Your access to and use of the Services until We receive Your payment towards the outstanding Subscription Fees; and/or (c) terminate the Subscription in accordance with Section 8 (*Term, Termination and Suspension*).

6.6 Benefits. We may, at Our sole discretion, offer You certain non-transferrable benefits (such as discounts on Subscription Fees or a free extension in Term) specific to a Subscription. The benefits may have an expiry date. If they do not have an expiry date, they will expire upon completion of twelve (12) months from their date of offer.

7. Term, Termination and Suspension

7.1 Term. Subscription plans are offered on monthly and yearly terms. Your account will remain activated until the end of the agreed contractual term ("**Initial Term**") which will be extended automatically by the same period ("**Renewal Terms**") if neither party terminates Your Account in writing. For the purposes of these Terms, "**Term**" shall mean the Initial Term and any Renewal Terms.

7.2 Termination by You. You may terminate a Subscription at any time by raising a request for cancellation of Your Subscription or by e-mailing Us at support@looppanel.com and ceasing all use of the Services.

7.3 Suspension and Termination by Us. In the event of any actual or threatened breach of these Terms by You (including non-payment of Subscription Fees), We may immediately suspend all or part of Your Subscription(s). We may terminate these Terms, including Your Subscription(s), if You have breached any of these Terms and, if that breach can be cured, You fail to cure that breach within fifteen (15) days after receiving written notice of that breach from Us ("**Your Cure Period**").

7.4 Consequences of termination of a Subscription.

7.4.1 Consequences. We shall not be liable to You or any other third party for suspension or termination of Your Subscription or Your access to and use of the Services, including any destruction of Customer Data, if such suspension or termination is in accordance with these Terms. Upon any termination of a Subscription, all rights, including the right to access and use the Services granted to You will immediately cease and payment methods associated with You shall not be charged with immediate effect. You shall immediately destroy (or, at Our request, return) Our Confidential Information in Your possession or control.

7.4.2 Data Export. Following termination of a Subscription, We will retain that Account's Customer Data for sixty (60) days from such date of termination ("**Data Retention Period**") beyond which, We will have no obligation to maintain or provide You or Users access to Customer Data. Thereafter, unless legally prohibited, We reserve the right to destroy all Customer Data uploaded by You in Our possession in the normal course of Our operations. You agree that You are solely responsible for exporting any Customer Data prior to termination of a Subscription.

7.4.3 Subscription Fees. Unless waived by Us in writing or where the total Subscription Fees has already been prepaid, if a Subscription is terminated in accordance with Section 7.2 (*Termination by You*) or 7.3 (*Suspension and Termination by Us*) of these Terms, in addition to other amounts You may owe Us, You must immediately pay all unpaid Subscription Fees for the Term accrued through and including Your Cure Period. The sole exclusion to this payment obligation is when You terminate a Subscription as a result of a material breach of these Terms by Us (provided that You provide notice of such breach to Us and afford Us not less than fifteen (15) days ("**Our Cure Period**") to reasonably cure such breach), in which case, You are eligible to receive a refund of any unused Subscription Fees prepaid by You for Services not rendered from the date of such termination.

8. Confidentiality

8.1 The access, disclosure and use of Confidential Information and any other rights and obligations regarding such information shall be solely and exclusively governed by these Terms. The provisions of this Section 8 (*Confidentiality*) shall supersede any non-disclosure agreement between the Parties entered prior to these Terms that would purport to address the confidentiality of Confidential Information and such agreement shall have no further force or effect with respect to Confidential Information. All confidentiality obligations shall remain in force and effect for the Term plus one (1) year.

8.2 You or UserHop (the "**Disclosing Party**") may from time to time, while Your Subscriptions are valid, disclose to the other (the "**Receiving Party**") the Disclosing Party's confidential, proprietary and/or non-public information, materials or knowledge that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information, materials or knowledge and/or the circumstances of disclosure (the "**Confidential Information**").

For purposes of these Terms, Your Confidential Information includes Customer Data, and Our Confidential Information includes the Services, Software and the contents of any Pricing

Agreement. The Receiving Party agrees to protect the Disclosing Party's Confidential Information from unauthorized access, disclosure or use in the same manner that the Receiving Party protects its own confidential or proprietary information of a similar nature but with no less than reasonable care. The Receiving Party will only access and use the Disclosing Party's Confidential Information in connection with performing these Terms (or as expressly authorized by the Disclosing Party in writing), and will disclose the Disclosing Party's Confidential Information only to the employees and contractors of the Receiving Party who have a need to know the Confidential Information for purposes of performing these Terms (or for other purposes as expressly authorized by the Disclosing Party in writing) and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder.

8.3 The Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will terminate if the Receiving Party can document that such information (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party free from any obligation of confidence, (ii) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions, (iii) is, or through no fault of the Receiving Party has become, generally available to the public or (iv) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law or a court or other judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such compelled disclosure promptly and in writing (to the extent legally permitted) and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8.4 The Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the

Disclosing Party. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 8 (*Confidentiality*).

9. Data Privacy

9.1 You understand that UserHop shall Process Customer Data in accordance with the Data Use Policy (to the extent applicable). You acknowledge and agree that UserHop may also access or disclose information about You, Your Subscription and Account, and Users, including Customer Data, to (a) provide the Services and perform obligations under these Terms, including, without limitation, to respond to Your support requests; (b) comply with the law or respond to lawful requests or legal process; (c) act on a good faith belief that such disclosure is necessary to protect the personal safety or avoid violation of applicable law or regulation.

9.2 We do not own, control or direct the use of Customer Data and only access such information as reasonably necessary to provide the Services (including to respond to support requests), as otherwise authorized by You or as required by law. We will have no liability whatsoever for and in connection with the Sensitive Data. For purposes of these Terms, "**Sensitive Data**" means (i) social security number, passport number, driver's license number, or similar identifier (or any portion thereof), (ii) employment, financial, genetic, biometric or health information, (iii) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation, (iv) account passwords, (v) date of birth, (vi) criminal history, (vii) mother's maiden name or (viii) any other information or combinations of information that is deemed sensitive under the legal framework of any applicable jurisdiction.

10. Disclaimer of Warranties

OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT OUR SERVICES OR ANY PART THEREOF, OR USE THEREOF WILL BE ERROR-FREE, UNINTERRUPTED, SECURE OR VIRUS FREE, WILL MEET YOUR QUALITY AND PERFORMANCE REQUIREMENTS, OR WILL BE CORRECTED FOR ANY DEFECTS WITHIN A STIPULATED PERIOD PURSUANT TO ANY SERVICE LEVEL AGREEMENT. YOU UNDERSTAND THAT IN USING OUR SERVICES, SENSITIVE INFORMATION WILL TRAVEL THROUGH THIRD PARTY INFRASTRUCTURES THAT ARE NOT UNDER OUR CONTROL. WE MAKE NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD PARTY INFRASTRUCTURES. YOU ASSUME THE ENTIRE RISK OF AND SHALL NOT HOLD US RESPONSIBLE FOR ANY ALTERATION, COMPROMISE, CORRUPTION OR LOSS OF CUSTOMER DATA NOTWITHSTANDING ANY SECURITY OR OTHER MEASURE THAT MAY BE PROVIDED BY US.

11. Limitation of Liability

EXCEPT FOR YOUR MISAPPROPRIATION OR VIOLATION OF UserHop INTELLECTUAL PROPERTY RIGHTS AND BREACH OF YOUR CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF BUSINESS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE, BUSINESS INTERRUPTION, OR ANY ALTERATION, COMPROMISE, CORRUPTION OR LOSS OF CUSTOMER DATA) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OUR SERVICES, SOFTWARE OR USE THEREOF OR THESE TERMS, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, NOTWITHSTANDING THIS LIABILITY LIMITATION, SHOULD WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE, AND EXCEPT FOR YOUR MISAPPROPRIATION OF INTELLECTUAL PROPERTY AND BREACH OF YOUR CONFIDENTIALITY OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY UNDER THESE TERMS SHALL BE LIMITED TO THE FEES PAID AND PAYABLE BY YOU FOR OUR SERVICES

FOR THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM FOR SUCH DAMAGE. FOR CLARITY, THE ABOVE LIMITATIONS SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS TO US FOR THE SERVICES. NO CLAIM MAY BE PURSUED BY YOU MORE THAN ONE (1) YEAR AFTER THE FACTS GIVING RISE TO SUCH CLAIM HAVE ARISEN. THIS LIABILITY LIMITATION FORMS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

12. Indemnification

12.1 If We reasonably believe that Your use of the Services is likely to be enjoined, or if the Services are held to infringe a valid patent, copyright or trademark and all use of such Services by You is thereby enjoined, We shall, at Our expense and sole option, (i) procure for You the right to continue using the Services as set forth hereunder, (ii) replace the Services with other non-infringing services or software of substantially equivalent functionality or (iii) modify the Services so that there is no infringement, provided that such modified services or software provides substantially equivalent functionality. If, in Our reasonable opinion, the remedies above are infeasible or commercially impracticable, We may, at Our sole discretion, terminate Your Subscription(s).

12.2 Indemnification by Us. We agree to defend, indemnify and hold you harmless from any losses or damages (“**Claims**”) brought against or sustained by you by a third party, which relates to (a) the infringement of a third party intellectual property rights by the Software, (b) Our breach of applicable law, or (c) Our breach of these Terms.

12.3 SECTIONS 12.1 AND 12.2 (*Indemnification*) SET FORTH YOUR SOLE AND EXCLUSIVE REMEDY AND OUR SOLE, EXCLUSIVE AND ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF

INTELLECTUAL PROPERTY RIGHTS. You agree that You shall, in no event, settle any matter without Our prior written approval.

12.4 Indemnification by You. You will indemnify and hold Us harmless against any claim brought by a third party against Us and Our respective employees, officers, directors and agents arising from or related to use of the Services by You in breach of these Terms or matters which You have expressly agreed to be responsible pursuant to these Terms; provided that (a) We notify You of the threat or notice of such claim; (b) We reasonably cooperate with You at Your expense in connection therewith. Notwithstanding the foregoing, We may participate in the defense of any matter with counsel of Our own choosing at Our cost and expense, and You will not settle any matter without Our prior written consent, unless the settlement fully and unconditionally releases Us and does not require Us to pay any amount, take any action or admit any liability.

13. Survival

13.1 Sections 3 (*Your Responsibilities*), 5 (*Intellectual Property Rights*), 6 (*Billing and Payments*), 7 (*Term, Termination and Suspension*), 8 (*Confidentiality*), 9 (*Data Privacy*), 10 (*Disclaimer of Warranties*), 11 (*Limitation of Liability*), 12 (*Indemnification*), 13 (*Survival*), 15 (*General*) of these Terms and such other provisions that by their nature are intended to survive termination, shall survive any expiration or termination of these Terms. Termination of these Terms shall not limit either Party's liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

14. Communication From Us

We may communicate with You directly via e-mail at the e-mail address associated with Your Account, or through the Services (such as, through pop-ups), or Our blog or Our Website or over phone, including,

- i. regarding Your Subscription, system updates or other matters related to Your Account;
- ii. as contained in the Data Use Policy;
- iii. if You and/or Users are in violation of these Terms;
- iv. if a specific activity or purpose is prohibited with respect to the Services, so that You immediately cease use of the Services for such prohibited activity or purpose; or
- v. if Your or Users' activities on the Service causes excessive stress on the Services and associated infrastructure.

15. General

15.1 Parties. The Parties are independent contractors. Nothing in these Terms shall be deemed to constitute a partnership, joint venture, employment or franchise between the Parties, nor constitute any Party as the agent of the other Party for any purpose or entitle any Party to commit or bind the other Party in any manner.

15.2 Entire Agreement and Revisions. These Terms including any exhibits and Pricing Agreements, constitute the entire agreement, and supersede all prior or contemporaneous, written or oral understandings, communications or agreements between the Parties regarding such subject matter. Neither commencement of performance, nor failure to object to any additional or different terms and conditions from You, nor provision of Services, by Us shall constitute an acceptance of any terms and conditions proposed by You that are in addition to, inconsistent or in conflict with, or different than, these Terms.

In the event of a conflict between any Pricing Agreement and these Terms, the Pricing Agreement shall prevail to the extent it is intended to. We may amend these Terms from time to time by posting the most current version on Our Website, in which case the new Terms will supersede prior versions. Please check these Terms periodically to take notice of changes as they will be binding on You. If an amendment materially affects Your rights, We will notify You (by, for example, sending a message to the e-mail address associated with Your Account, or posting on Our blog or on the Website or as a notification inside the Services). Your continued use of the Services following the effective date of any such

amendment may be relied upon by Us as Your acceptance of any such amendment. If You do not agree to an amendment, You may terminate Your use of the Services or request Us to terminate the provision of Our Services to You.

15.3 Severability and Waiver. If any provision of these Terms is held to be unenforceable by a court of competent jurisdiction, the unenforceable provision shall be replaced by the court with an enforceable provision that comes closest to the Parties' intent underlying the unenforceable provision, and the remaining provisions of these Terms shall remain in full force and effect. The unenforceability of any provision in any jurisdiction shall not affect the enforceability of such provision in any other jurisdiction. Our non-exercise of any right herein does not constitute a waiver of that right. Any term of these Terms may be waived only by a separate written agreement signed by Our authorized representative.

15.4 Assignment. This Agreement may not be assigned by either party without the other party's prior written consent, whether by operation of law or otherwise, except that either party may assign this Agreement to its successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party. Any other purported assignment shall be void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

15.5 Third Party Beneficiaries. Except as expressly provided in these Terms, nothing in these Terms, express or implied, is intended to confer upon any party (other than the Parties hereto, their respective successors and permitted assigns) any rights or obligations, to enforce these Terms.

15.6 Governing Law. These Terms shall be governed and construed in accordance with the applicable laws of India. In case of disputes, the Parties shall be subject to binding arbitration under the provisions of the Arbitration & Conciliation Act 1996, by a sole arbitrator in New Delhi, India.

15.7 Force Majeure and Other Events. We will make commercially reasonable efforts to keep the Services operational twenty-four (24) hours a day and seven (7) days a week, however, We shall not be liable for inadequacy of or irregularity in the Services caused by (i) any circumstance beyond Our reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, technical failures (including failures in telecommunications, internet, internet service provider or hosting facilities, power shortages) or acts undertaken by third parties, including without limitation, denial of service attacks; (ii) sub optimal functionality, availability or downtime of data storage providers; (iii) Your or Users' use of the Services in an unauthorized, improper or unlawful manner; or for any misuse or modification or damage of the Services caused by You or Users; or any breach of these Terms by You or Users; or (iv) planned downtime for maintenance, upgrades and updates (collectively, the "**Force Majeure and Other Events**"). Despite Our efforts, the Services or any functionality may from time to time encounter technical or other problems and may not continue to be uninterrupted. We are not responsible for any such problems, interruption, or any damages resulting therefrom.

15.8 Notices. All notices to be provided by Us to You under these Terms may be delivered in writing by electronic mail to the e-mail address provided by You in connection with Your Subscription. The contact information for a notice to Us is support@looppanel.com. All notices shall be deemed delivered upon receipt.