

TERMS OF USE

GENERAL- This document is an electronic record in terms of the Information Technology Act, 2000 and rules thereunder. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is a legal agreement between **You**, the user (“User” or “You” or “Your”) and **Resurgent AV Integrators Private Limited**, (“Us”, “Our”, “We”, “Company”) with respect to your use of our Company Application/s through any Platform (defined later in the Schedule), stating the terms that govern your use of the Company Application/s. The Company and User are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

You may request a .pdf copy of this Terms of Use by emailing us at info@resurgent.co.in. The use of Company Application/s is only authorised through the Platforms and is subject to your compliance with these Terms of Use. If you do not agree to these Terms of Use, you are not entitled to use the Company Application/s and any use thereafter shall be unauthorized. These Terms of Use shall apply whenever you access or use Company Application/s. Unless otherwise specified, the content on the Company Application/s is available for individuals aged 18 years or older. Your access to and use of this Application is, always, subject to these Terms of Use and all applicable laws, rules, and regulations.

Please read the Terms of Use carefully. By downloading, installing, or otherwise accessing or using the Company Application, you agree that you have read, understood, and agree to be bound by the Terms of Use. If the terms of this Terms of Use are not acceptable to you, please do not proceed to use the Company Application/s or any part thereof. Upon your consenting to the Terms of Use and any other policies of the Company (which are incorporated by reference into this Terms of Use), the Company hereby grants you a limited, revocable, non-assignable and non-exclusive license to access and use the Company Application/s. This license is for the sole purpose of enabling you to use the Company Application/s in the manner expressly permitted by these Terms of Use and for the duration and on payment terms agreed with the Company. Any new features, tools, products, or services which are added to the Company Applications shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on the Company Application. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes, including but not limited to, charging, or changing fees for access to Company Applications. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of or access to the Company Application following the posting of any changes constitutes your acceptance of those changes.

All the capitalised terms are defined in the Schedule below.

1. ACCESS TO THE COMPANY APPLICATIONS

1.1. When you use the Company Application/s or send any data, information, or communication to us, you agree and understand that you are communicating with us through electronic records, and you also consent to receiving communications via electronic records from us periodically and as and when required. We will communicate with you by email or any push or other message or electronic records on the email address and/or mobile number available with us.

1.2. It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet, or other mobile device) meets all the necessary technical specifications and is compatible with our services to enable your access to, and use of, the Company Application.

1.3. You must ensure that the details provided by you are accurate, and we treat such information as confidential. Based on the information provided by you to us, you may be provided with a login identification (such as a username and password or any other identifier). You are solely responsible for all activities that occur under your login identification and must notify us immediately of any unauthorised use or other security breach relating to your login identification. We reserve the right to block, disable or delete any login identification, at any time, if in our opinion, you have failed to comply with any of the provisions of the Terms of Use or any other Policies, or if any details you provide for the purposes of registering as a user of the Company Applications prove to be false or a misrepresentation.

1.4. You agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically, to facilitate the provision of software updates, product support, and other services to you (if any). We may use this information as per the privacy policy of the Company, including to improve our products or services or technologies.

2. RIGHTS

2.1. Ownership of Rights: You understand, agree, and acknowledge that the Company Application and all the Company Applications Rights are solely and exclusively owned and controlled by the Company for the period of perpetuity throughout the world. Nothing in these Terms of Use shall be construed to mean that you or any third party have any right, title, or interest whatsoever in any Company Application/s and/or in any Company Applications Rights. The Company Applications are protected by copyright, trademark and other Indian laws, and nothing in these Terms of Use or any policies gives you a right to use the name or any of the trademarks, logos, domain names, distinctive brand features or any other intellectual property rights of the Company. We hereby grant you a mere non-exclusive limited right to use the Company Application during the subscription term agreed between you and the Company.

3. CONTENT REQUIREMENTS

3.1. The Users are solely responsible for any and all Content displayed on or transmitted via the Company Application. Any Content provided by us is on an 'as is' basis and your access to and use of the Company Application and any of our Content is at your own risk. Users are solely responsible for all Content provided by them on the Company Application, and the Company disclaims all liability and responsibility even if the User requires the Company to enable them with the uploading of such data, content and other details onto the Company Application. The Company may, but is not obligated to, monitor or control the Content uploaded by the Users.

3.2. Users are not permitted to upload, transmit, distribute or otherwise publish through Company Application/s any Content or even comments which are defamatory, infringing copyright or any other rights; illegal or otherwise objectionable that would constitute or encourage a criminal offence, violate the rights of any party, or that would otherwise give rise to liability or violate any law. In particular, Users are not permitted to upload/post any content on Company Application/s which is, and/or could be considered to: a. belong to another person and to which the User does not have any right; b. infringe any patent, trademark, copyright or other proprietary rights; c. violate any

law for the time being in force; or d. contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

4. ACKNOWLEDGMENTS BY USER

By agreeing to these Terms of Use, you specifically agree to the following:

4.1. You further agree that you shall not, either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Company Application or the Company Application Rights or create any duplicates or derivative work and/or content based on any content or rights which is not owned by you or interfere with, or circumvent any copyright, trademark, or other proprietary right associated with the Company Application or the Company Application Rights.

4.2. You agree that your use of the Company Applications may give you the opportunity to view, publish, transmit, submit post/queries and/or comment in accordance with these Terms of Use. You undertake that you shall not misuse the Company's Content that you access and view, including without limitation, download/store the Content by illegal/non-permitted means, or infringe any of Company's/ its licensors or other User's copyright, trademark design, patent, and other intellectual property.

4.3. You understand and agree that in case the Company Application allows you to download or stream any of the Content not owned by you, you will not use, sell, transfer or transmit the Content to any person or upload the Content on any other website, webpage or software, which may violate/cause damages or injuries to any of our rights/ rights of our affiliates/ our licensors and/or other Users including privacy rights, publicity rights, and right in intellectual property. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Company Applications in a manner that sends more request messages to the Company Application/s servers in a given period of time than a human can reasonably produce in the same period by using the Company Applications.

4.4. You must secure our permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on our domain. You agree not to use the Company Applications for any commercial solicitation or spam purposes. You agree not to spam the Company, or spam or solicit for commercial purposes, any other users of the Company Application/s.

4.5. You will not, nor allow third parties on your behalf: (i) to resell or charge others for use of or access to the Company Application/s or Content on the Company Application/s; (ii) to duplicate, disassemble, decompile, copy, distribute, transfer, exchange or translate the Company Application/s or any part thereof in any medium, create derivative works of the Company Application/s of any kind whatsoever or attempt to reverse engineer, alter or modify any part of the Company Application/s.

4.6. You shall, always, comply with applicable laws at the time of using the Company Application/s. You will also ensure that all the employees, representatives and other users of the Company Applications accessing from your licenses with the Company also adhere to these Terms of Use and the obligations mentioned herein.

4.7. If the Company Applications provide links to other websites or destinations, you should not infer or assume that we operate and/ or control it. In such cases, you will be deemed governed by the terms of use and privacy policy of that third party website or destination. You agree and understand that the Company assumes no responsibilities for content on such third-party websites or destinations.

4.8. The Company will have the right to access your trademarks, logos and business information during the term of the arrangement to enable the Company to perform its obligations under the arrangement.

5. INDEMNIFICATION

5.1. Each User explicitly agrees to fully indemnify and hold harmless the Company and its employees, directors, owners, associates, licensors and affiliates from and against any and all actions, claims, charges, costs, demands, damages, losses, expenses, suits, proceedings, and liabilities of whatever nature and howsoever arising (including, but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss, whether or not pecuniary), incurred or suffered by any or all of them, directly or indirectly, by reason of:

(i) any act of commission or omission which the User commits directly or indirectly in relation Company Applications or any Content of the Company;

ii) any breach by you of your obligations under these Terms of Use.

(iii) your violation of the rights of a third party, including but not limited to infringement of any intellectual property, proprietary rights or right to privacy.

(iv) violation of any law. The provisions of this indemnification clause, along with the representations and warranties made by the User, shall survive the termination of this Terms of Use.

5.2. You acknowledge that all the Company Application is made available on an AS-IS basis with no representations being made as to accuracy, impartiality, or fitness for any use or with no representation that the Company Application will be error-free or uninterrupted in nature. Further, any reliance placed on any Content by any User is placed entirely at the exclusive risk of that User, and the User agrees to the same. The Company explicitly disclaims all warranties, express or implied, including, without limitation the implied warranties of merchantability and fitness for a particular purpose, or non-infringement with respect to any Content available at or through Company Applications, and each User agrees to such disclaimer by the Company.

5.3. Each User explicitly agrees that under no circumstances shall the Company and/or its employees, directors, owners, associates, licensors and/or affiliates be liable for any claims, charges, demands, damages, liabilities, losses, and expenses of whatever nature and howsoever arising, including, without limitation any compensatory, incidental, direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss caused by a computer or electronic virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, even if any/all of them has/have been advised of the possibility of such damages or losses, arising out of or in connection with the use of Company Applications, its Content, any advertisement viewable at/through Company Applications, any product/service related to any advertisement viewable at/through Company Applications, or any third party site including any linked site or referred site.

5.4. The Company and its employees, directors, owners, associates, licensors and/or affiliates do not warrant that Company Applications, all third-party sites and/or the server(s) from which it/they is/are run is/are free of viruses or other potentially harmful codes or that the operation of Company Applications or any third-party site will be uninterrupted or error-free or that defects will be corrected. Users assume total responsibility for establishing, inter alia, procedures for data back up and virus checking, and the Company shall not bear any responsibility for any interruption of service or other problems or losses caused by or in relation to the running of Company Applications. No advice, course of conduct or information, whether oral or written, obtained by you from the Company or any party or through the Company Application/s shall create any warranty or liability onto the Company.

5.5. You agree that we shall not be under any liability, whatsoever to you in the event of nonavailability of the Company Application/s through any Platform or any portion thereof occasioned by any force majeure events, including Act of God, war, revolution, riot, civil commotion, strike, lockout, flood, fire, satellite failure, failure of any public utility, manmade disaster, or any other cause whatsoever beyond the reasonable control of the Company.

5.6. Subject to the clauses, the indemnification obligations of the Company for any claims by the User on account of any losses, liabilities, damages or expenses shall be limited to the service fees paid by the User to the Company in the preceding 2 months, and in any event will need be claimed by the User during the term of the arrangement with the Company.

6. REPRESENTATIONS AND WARRANTIES

Both the User and the Company represent and warrant to each other that:

- (a) they are the exclusive owner of the respective Content, and that they have the right to enter this Terms of Use.
- (b) Content attributable to them does not infringe any rights, including intellectual property or copyright of any third party.
- (c) Content attributable to them complies with the provisions of all applicable laws.
- (d) the User has not granted any rights to any third party whatsoever, or entered into any agreement, which could or would conflict with the Company's rights under these Terms of Use.
- (e) there are no claims, actions, or proceedings, pending or threatened, affecting the Content or which could impede them from enjoying any of the rights granted to it under these Terms of Use.

7. SUSPENSION AND TERMINATION

7.1. You hereby irrevocably understand that we reserve the right at our sole and exclusive discretion to deny/ cease Your access to the Company Application/s or services associated with Company Applications or Your accounts or any portion thereof, temporarily, or permanently without liability or notice for any reason including, for reasons such as:

- (a) any unauthorised access or use of Company Applications/any Content by you.
- (b) commission of a breach by you of these Terms of Use including any attempt to assign or exploit any rights vesting in the Company or any third party.

7.2. Any such termination or restriction in access to the Company Application shall be without prejudice to other rights of the Company herein or under applicable law. Upon such termination, the

Company shall have no liability towards such User and no further obligations under these Terms of Use.

7.3. Your obligations and liabilities incurred prior to the termination date shall survive the termination of this Terms of Use for all purposes. These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Company Application, or upon any expiry of your access to the Company Application.

8. OTHER TERMS

8.1. All Users who choose to access Company Application/s acknowledge and agree that they do so exclusively at their own risk, of their own volition, and agree that they are responsible for compliance with all laws applicable to them in relation to their use of / access to Company Application/s. Any actions, legal proceedings, etc., to safeguard the rights granted or subsisting or recognised under these Terms of Use may be initiated or taken by the Company exclusively at its own cost and discretion, and the User agrees to cooperate with the Company in this regard.

8.2. Assignment: It is agreed that the Company is entitled to assign, licence or sub-licence to any party or person either wholly or partially its benefits/rights and/or obligations under these Terms of Use, and/or to assign these Terms of Use itself. The User is not entitled to transfer/assign his own obligations herein to any other party at any time, and/or to assign these Terms of Use itself without the consent of the Company. Subject to these limitations, these Terms of Use will endure to the benefit of and be binding upon the Parties, their successors, heirs, administrators and permitted assignees. The Company may sell or transfer in any manner all its rights to any third party without intimation to or consent of the User, and such third party may thereafter step into the shoes of the Company or exercise such rights as have been granted to it by the Company, as the case may be.

8.3. Waiver: Failure by the Company to insist upon strict performance of any of the terms and conditions herein, or delay in exercising any of its remedies, shall not constitute a waiver of such terms and conditions, or a waiver of any default, or a waiver of the right to any remedy.

8.4. Merger Clause: These Terms of Use terminate all prior versions of the Terms of Use, if any. Further, it is the entire agreement between the Company and the User with respect to its subject matter, along with the payment terms and other conditions agreed with the Company in writing.

8.5. Severability: If any term, condition, or provision in the Terms of Use is found to be invalid, unlawful, or unenforceable to any extent, it will be severed from the Terms of Use, and the remainder of the Terms of Use will then continue to be valid and enforceable to the fullest extent permitted by law, unaffected by the severance.

8.6. Force Majeure: Neither Party shall be liable to the other Party or to any third party for any failure or delay on its part in performing any of its obligations under this Terms of Use where such failure or delay is caused by an event of Force Majeure. 'Force Majeure' means an act of God, war, insurrection, riot, strike or other labour dispute, fire, explosion, flood, interruption, or delay in electrical power.

8.7. Survival: The Parties hereto agree and confirm that the provisions relating to grant of rights to the Company, undertakings and obligations of the Users, representations, warranties, indemnification, disclaimer of liability, arbitration, governing law, and dispute resolution, shall survive the early termination or expiration of these Terms of Use.

8.8. **Governing Law and Dispute Resolution:** These Terms of Use shall be governed exclusively by the laws of India, notwithstanding the conflict of law principles. Subject to the provisions in relation to arbitration in these Terms of Use, all matters, claims, and disputes arising under and in respect of these Terms of Use shall be subject to the exclusive jurisdiction of competent courts in Bangalore, India, to which the Parties irrevocably submit themselves.

8.9. **Arbitration:** In the event of any question, dispute or difference whatsoever arising between the Parties to these Terms of Use out of or relating to the construction, meaning, scope, operation or effect of these Terms of Use or the validity or the breach thereof, it shall be referred to a sole arbitrator to be mutually appointed by the Parties. The provisions of the Arbitration and Conciliation Act, 1996, will be applicable and the award made and substantiated in writing thereunder shall be final and binding upon the Parties hereto, subject to legal remedies available under the law. The arbitration proceedings will be conducted in Bangalore, India, in English, and governed exclusively in all respects by the law of India.

9. **CONTACT US** If you have any questions, complaints or claims with respect to the Company Applications, please direct your correspondence to the address as given below.

Address: Email: Definitions and Interpretation

(a) "Company Applications" shall mean and include:

- a software application designed and wholly owned and controlled by the Company accessible through Platforms involving a Platform as-a-Service (PaaS) offering seeking to provide services across domains with specialization in predictions and actionable for manufacturing organizations by identifying data patterns, which in turn help improve the manufacturing performance, any other software data, information and application of the Company
- all materials related to abovementioned software applications, including but not limited to all the source codes, printed materials, user documentation, training documentation and confidential activation code and all customisations, modifications, releases and updates of the foregoing as well as the manuals thereof.

(b) "Company Applications Rights" means all rights, title and interest, including rights in intellectual property such as trade mark rights, copyright, patents, trade secrets, design rights (wherever applicable) and any other rights whether recognised by law or business practice or otherwise, whether vested, contingent or future, and whether or not currently recognised in any jurisdiction in the world (expressly including any and all renewals, revivals, revisions and extensions rights thereof) which subsist in or arise in relation to Company Applications.

(c) "Content" includes material in the form of text, video, graphics, audiovisual works, and any other work or material available through, contained in, displayed at, communicated through, reproduced at or by Company Application/s, and protectable by laws including intellectual property laws such as copyright.

(d) "Platforms" shall mean and include websites, mobile applications, servers, cloud connect and any other modes and mediums through which the Company Applications can be accessed by a User.