

TERMS AND CONDITIONS FOR USE OF KOED PRODUCTS AND SERVICES

ACCEPTANCE OF TERMS AND CONDITIONS

These terms and conditions are accepted by signing agreement by both parties (KOED and customer). If you are accepting on behalf of your employer or another legal entity, you warrant that you have the full legal authority to bind the entity to the customer.

SUBSCRIPTION TERM AND INVOICING

The subscription becomes effective upon placement of an order and will continue to be in effect until terminated in accordance with these Terms and Conditions.

The first invoicing period runs from the order confirmation date and one year ahead. After that, invoicing takes place automatically every year in advance on the previous order confirmation date.

SCOPE AND USE OF SUBSCRIPTION

In accordance with these Terms and Conditions, the Customer is granted a non-exclusive limited right to use the w3mis Web platform, services, and any selected additional modules (collectively the "Application") which are made available online. The Customer does not acquire the Application or any copy or part and is not granted a license to implement the Application in any way other than as a web platform.

The Customer's subscription entitles the Customer to use the Application for the number of entries, users, additional modules, etc. specified for each subscription type. If the Customer needs further capacity or functionality, then upon the use of any additional entries, without prior registration users or modules by the Customer or upon any acceptance by KOED of any requested increase to entries, users or modules, the subscription will be upgraded automatically and the Customer shall agree to pay the consequential increase in the subscription at the current rates for such entries, users and modules.

The Application itself, KOED, and web platform provides a list of subscription types as well as a list of additional technical features and services applicable to the different operational systems. Some functionalities and services may be subject to separate terms and conditions, which must be accepted in addition to these Terms and Conditions before use.

Only the Customer and its representatives are entitled to use the Application, and the Application may not be used for or on behalf of any other parties or for data processing or the provision of services for other parties than the Customer. The Customer agrees to be fully responsible and liable for any third parties that are given access to the Application by the Customer or who use the Customer's login details.

Other than as set out in 4, the Customer is not entitled to assign the subscription or grant access to the Application, whether in full or in part, to any third party.

The Customer shall ensure that the Application is not used in any manner which reflects adversely upon the name, reputation, and/or goodwill of KOED or in breach of any applicable law or regulation.

PRICES AND TERMS OF PAYMENT

The terms of payment are net 14 days after the invoice date.

If the subscription fee is not paid when due, reminder 1 will be sent 2 days after the invoice due date without a reminder fee. If the subscription fee remains unpaid, reminder 2 will be sent 4 days later without a reminder fee. If payment is not received within 4 days after reminder 2, reminder 3 will be sent with a reminder fee of Rs. 500. If payment is still not received within 4 days after reminder 3 you will receive a new notification without any reminder fees. If payment is still not received within 4 days after reminder 3 you will receive a new reminder with a reminder fee of Rs 500 and If payment is still not received within 4 days after reminder 4 you will receive a new reminder with a reminder fee of Rs. 500 and access to the Application will be blocked. Access to the Application will be unblocked after receipt of payment.

The Customer accepts that invoices and reminders sent by email to the email address provided by the Customer shall be deemed delivered when sent by KOED.

The prices, rates and subscription types in force from time to time can be found on KOED and may be changed with one month's notice.

TERMINATION

By using the Application, the Customer may terminate the subscription, reduce the services, subscribed to and remove additional modules etc, each with effect from the last day of the current year, and after the first 12 months.

Information on termination from the KOED client must be received before the invoice is issued for a new period. For Quarterly subscriptions, the KOED service will stop by the end of the paid period for which the KOED client has received the last invoice and for yearly subscriptions, the service will stop 1 month after the termination date and the KOED client will be charged accordingly to the termination date.

KOED is entitled to terminate the subscription at the end of any calendar quarter by giving 3 months' notice or immediately on written notice if the Customer commits a material breach of these Terms and Conditions or becomes insolvent or has a receiver or administrator appointed over its assets.

CUSTOMER DATA

As between the parties, the Customer shall own any and all data it provides to KOED or the Application. The Application permits the Customer to export records and data held by the Application and the Customer agrees to export any and all data prior to termination of the subscription. Where the subscription expires or is terminated by the Customer, KOED shall use reasonable commercial endeavors to permit the Customer to use the export function in the period of 10 days after such termination.

KOED reserves the right to delete Customer data 90 days after termination of the subscription regardless of the reason for termination, and KOED is not obligated to store any Customer data after such time.

KOED shall be entitled to store Customer data after termination in anonymized form for statistical and analytical purposes only.

KOED may disclose Customer data to third parties and public authorities where such disclosure in KOED's opinion is justifiable and reasonable, e.g. to avoid a loss of value, including in connection with judgments, public authority orders, the Customer's bankruptcy, death or the like.

OPERATIONAL STABILITY

KOED strives towards the highest possible operational stability, but shall not be responsible or liable for any breakdowns or service interruptions, including interruptions caused by factors beyond KOED's control, such as power failures, defective equipment, Internet connections, telecoms connections or the like. The Application and the service are provided "as is" and KOED expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied

warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

In the event of an interruption of service KOED will use reasonable commercial endeavors to restore normal operations as soon as possible.

If it becomes necessary to interrupt access to the Application, the Customer will be notified in advance, if possible.

CHANGES

KOED may update and improve the Application on a continuous basis. KOED may also change the composition and design of the Application and services. Any such changes may be with or without notice and may affect the prior results or information uploaded to or provided by the Application.

INTELLECTUAL PROPERTY RIGHTS

The Application and any information provided by it, other than the Customer's data, is protected by copyright and other intellectual property rights and is owned by or licensed to KOED. Any development or adaptations made to such intellectual property by Customer shall vest in KOED. The Customer shall notify KOED of any actual or suspected infringement of KOED's intellectual property rights and any unauthorized use of the Application that the Customer is aware of.

No intellectual property rights are assigned to the Customer.

In relation to any and all material uploaded by the Customer and any and all Customer data, the Customer grants to KOED, its suppliers, and sub-contractors a non-exclusive worldwide irrevocable license to provide the Application and related services including marketing services to the Customer. The Customer represents and warrants that no uploaded material or Customer data will infringe third party rights or intellectual property rights and will not contain any material that is obscene, offensive, inappropriate or in breach of any applicable law.

ASSIGNMENT

KOED is entitled to assign its rights and obligations vis-à-vis the Customer to a group company or to a third party.

The Customer accepts that KOED is entitled to use subcontractors in all matters, including for the implementation and operation of the Application and the storage of Customer data.

KOED'S LIABILITY

KOED disclaims all liability and shall not be liable in contract, tort (including negligence), statutory duty, pre-contract or otherwise arising out of or in connection with these Terms and Conditions or the Application for any

(a) consequential, indirect or special loss or damage; or

(b) any loss of goodwill, reputation or data; or

(c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings). In each case whether advised of the possibility of such loss or damage and howsoever incurred.

KOED is not liable for third party solutions that are available via and/or integrated with the Application, including currency feeds, scan functions, etc. Consequently, KOED cannot be held liable for the correctness, completeness, quality, and reliability of the information or for the results which are achieved by means of such third-party solutions. Moreover, KOED cannot be held liable for the availability, security or functionality of such third-party solutions, including for any damage and/or loss caused by such third-party solutions. The Customer is responsible for proving that a loss or damage suffered by the Customer is not attributable to any third-party solutions.

The maximum liability of KOED in contract, tort (including negligence), statutory duty, or otherwise arising out of or in connection with the Terms and Conditions or the Application; shall, in respect of any one or more events or series of events (whether connected or unconnected) taking place within any twelve-month period, be limited to the Fees paid by Customer in such period.

The Customer undertakes to indemnify KOED against any costs due to product liability loss, third party loss, or other third party claims due to the Customer's use of the Application.

Nothing in this Agreement shall exclude or limit liability for death or personal injury or for fraud.

DUTY OF CONFIDENTIALITY AND DATA SECURITY

KOED will only process Customer data in accordance with the Customer's instructions and not for its own, unauthorized purposes.

KOED will keep confidential all of the Customer's confidential information that the Customer provides to KOED save to where such information has come into the public domain other than by breach of this clause, or where KOED has obtained the information from a third party without a duty of confidence or where it is required to be disclosed by a regulatory or government body or court of competent jurisdiction. KOED takes no responsibility towards Information that the Customer chooses to store in the Application such as brochures, technical drawings, etc. as such information can be accessed by all users.

KOED shall take all necessary technical and organizational security measures to ensure the safe and secure processing of any Customer data. KOED shall comply with its obligations under the General Data Protection Regulation.

At the Customer's request KOED will provide sufficient information to enable the Customer to ensure that the said technical and organizational measures have been taken. KOED shall be permitted to charge the Customer for such work at its standard rates.

The Customers information is stored in the Application and/or at KOEDs server. If Customer which all information transferred to Customers own server such is to arrange either by contact to KOED or by use of the export function at the Application.

Where the Customer provides information, user names or passwords in relation to any third party information feed or service to KOED, the Customer shall warrant that the provision of such information or the integration of the Application with such third party feed or service or the storage and use by KOED of such information shall not breach the terms and conditions for such service or any other third party rights. The Customer shall indemnify and hold harmless KOED from any and all loss, damage, cost, and expense arising from breach of this clause.

CHANGE OF TERMS AND CONDITIONS

KOED may update these Terms and Conditions from time to time. The current version of the Terms and Conditions in force from time to time are available on KOED's website. KOED shall endeavor to provide reasonable notice of any changes by posting such changes on the web site. Further use of the Application after any change to the Terms and Conditions shall be deemed to be acceptance of such Terms and Conditions. It is the Customer's responsibility to check the website regularly to keep updated on any changes to these Terms and Conditions.

DISPUTES

These terms and conditions shall be construed in accordance with the laws of India and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Varanasi, India.

GENERAL

Relationship: Nothing in this Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties nor shall it be deemed to grant any authority not expressly set out in the Agreement or create any agency between the parties.

Entire agreement: Each party confirms that this Agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements, and understandings between them relating to the subject matter of the Agreement. Each party confirms that it has not relied upon any statement, representation, or understanding that is not an express term of this Agreement and shall not have any remedy in respect of any statement, representation, or understanding which is not an express term unless made fraudulently.

Waiver: No failure or delay exercise by any party in exercising any right, power or remedy under this Agreement will operate as a waiver of that or any other right, power or remedy nor will any single or partial exercise by either party of any right, power or remedy preclude any further exercise of any other right, power or remedy.

Rights of Third Parties: Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favor of any person other than the parties to this Agreement.

Further Assurance: Each party shall at the cost and expense of the other party use all reasonable endeavors to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights, and benefits to be transferred to the other party under this agreement.

These Terms and Conditions become effective on April 1st. 2021, and supersede all previous terms and conditions.