



V2STech Solutions Private Limited

END USER LICENSE AGREEMENT

This End User License Agreement (“**EULA**”) is a legal agreement between you (“**User**”) and V2STech Solutions Private Limited, a company incorporated under the laws of India and having its registered office 501, 9 Mansi, Cross Lane No. 1, Ram Maruri Road, Near Gaondevi Ground, Ghantali, Thane West, Maharashtra 400602, India (hereinafter referred to as “**Company/Us/We/Our**” which term shall include its affiliates, successors, permitted assigns) and in furtherance of the Subscription Agreement entered into by Us with your Organisation for the use of Services on “**Saarathi Hub**” which includes but is not limited to web applications, service applications, mobile application, and may include associated media, printed materials, and “online” or electronic documentation (collectively “**Licensed Application**”). The Licensed Application also includes any updates and supplements to the original Licensed Application which may be made available to you by the Company. By clicking on the ‘I Agree’ (or similar button) or accepting this EULA, or accessing or otherwise using the Licensed Application, you agree to be bound by the terms of this EULA for this Licensed Application and use of Services. If you do not agree to the terms of this EULA, do not install, access, or use the Licensed Application.

1. DEFINITIONS

- a) “**Intellectual Property**” includes, but is not limited to all patents, trademarks, ideas, concepts, creations, discoveries, inventions, know-how, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licenses, franchises, formulae, designs, data, documents, instruction manuals, records, memoranda, notes, whether or not copyrightable or patentable, or any written or verbal instructions or comments and other confidential information.
- b) “**Intellectual Property Rights**” means all rights, benefits, title, or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).
- c) “**Services**” shall refer to the internet accessible services offered by the Company through the Licensed Application.
- d) “**Subscriber**” shall mean your employer.
- e) The “**User Account**” shall be the account which the User shall be required to create on the Licensed Application to avail the Services offered by the Company.

2. LICENSE GRANT

Company hereby during the term of this EULA a non-exclusive, non-transferable, non-assignable, worldwide, limited, and revocable license to use and access the Licensed Application solely in connection with your usage of Services for internal purposes to the extent permitted by the Subscriber.

3. RESTRICTIONS

You may use the Licensed Application only as expressly permitted in this EULA. You shall not:

- a) copy, license, sublicense, sell, resell, transfer, assign, reproduce, alter, adapt, modify, distribute, modify, decompile, disassemble, decode, or otherwise reverse engineer or use as a service bureau



- or otherwise commercially exploit the Licensed Application for a third party's benefit unless authorized in writing by Company.
- b) access the Licensed Application for purposes of monitoring availability, penetration, security testing, or any benchmarking or competitive purposes.
 - c) upload, transmit or otherwise make available in connection with the Licensed Application any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
 - d) upload, transmit or otherwise make available in connection with the Licensed Application any content that you do not have a right to make available under all applicable laws, or contractual or fiduciary relationships (which, by way of illustration but not limitation, includes inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements).
 - e) upload, transmit or otherwise make available in connection with the Licensed Application any unsolicited or unauthorized advertising or promotional materials, which by way of illustration but not limitation includes "junk mail," "spam", "chain letters" and "pyramid schemes".
 - f) upload, transmit or otherwise make available in connection with the Licensed Application any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, which by way of illustration but not limitation includes viruses, time bombs, trojan horses and other malware.
 - g) violate (intentionally or unintentionally) any applicable local, state, national or international laws or regulations in connection with the Licensed Application, including but not limited to those related to intellectual property rights, privacy, or security.
 - h) modify any content of the Licensed Application.
 - i) use the Services in any way that is unlawful or harms the Company or any other person or entity, as determined in the Company's sole discretion.
 - j) make false or malicious statements against the Services or Licensed Application or the Company.
 - k) delete or modify any content of the Licensed Application, including but not limited to, legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify.
 - l) host, display, upload, modify, publish, transmit, update, or share any information that:
 - (i) belongs to another person and to which the User does not have any rights.
 - (ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, racially, or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever.
 - (iii) harm minors in any way.



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- (iv) infringes any patent, trademark, copyright, or other proprietary rights.
 - (v) violates any law for the time being in force.
 - (vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
 - (vii) impersonates another person.
 - (viii) threatens the unity, integrity, defense, security, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- m) You are responsible for configuring your third-party devices, hardware, information technology, computer programs and platform to access our Licensed Application. You should use your own virus protection software. Your use of the Licensed Application along with such third-party devices is subject to your compliance with the third party's terms of use governing your use of the devices. You are responsible for ensuring your compliance with the terms of use of such devices to ensure compatibility and functioning of the Licensed Application with such device.
- n) misuse our Licensed Application by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- o) attempt to gain unauthorized access to our Licensed Application, the server on which our Licensed Application is stored, or any server, computer or database connected to our Licensed Application.

4. ACCOUNT MANAGEMENT

As a condition for your use of the Licensed Application, you will be required to register with the Licensed Application and select a password and enter your email address. You must ensure to provide the Licensed Application with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this EULA, which may result in immediate termination of Your account. You shall be responsible for maintaining the confidentiality of your account and password.

5. USER'S DATA

We take no responsibility and assume no liability for any content that any User or third parties post or send over the Licensed Application ("**User Content**"). You understand and agree that any loss or damage of any kind that occurs to any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through use of the Licensed Application, is solely your responsibility. In the event we are required to access any User Content for the purpose of the support related services, you acknowledge that you don't provide Us with an access to any personally sensitive data of yours or of any third party or any other confidential or proprietary information and we assume no liability for any consequences as a result of any such disclosures made by You, related to the User Content or otherwise.

6. RESPONSIBILITIES



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- a) **Compliance with Laws:** You shall comply with all applicable local, state, national and foreign laws, including, but not limited to laws, rules relating to information technology, privacy, data protection, intellectual property, consumer, in connection with its use and access of the Licensed Application and the Services, and the transmission, storage of technical or personal data. You acknowledge that the Company exercises no control over the use of Licensed Application by you.
- b) **Compliance with EULA:** You shall comply with all terms of this EULA, in its entirety.

7. DISCLAIMER

THE LICENSED APPLICATION, SERVICES AND DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE COMPANY HEREBY DISCLAIMS ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT LOSS OF DATA OR ARISING OTHERWISE IN LAW OR EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE COMPANY FURTHER DISCLAIMS WARRANTIES THAT THE LICENSED APPLICATION AND THE SERVICES WILL MEET THE YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY BUGS OR ERRORS OR DEFECTS WOULD BE FIXED OR THE LICENSED APPLICATION WILL OPERATE IN COMBINATION WITH CONTENT OR SOFTWARES, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY THE COMPANY. ALL SPECIFICATIONS, INFORMATION, AND OTHER MATERIALS PROVIDED BY THE COMPANY TO YOU ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING ANY STATUTORY WARRANTIES THAT MAY APPLY TO SUCH SPECIFICATIONS, INFORMATION OR MATERIALS. YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING, THE INTERNET, AND THAT THE LICENSED APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. FURTHER, YOU AGREE THAT THE DATA OR REPORTS GENERATED BY THE LICENSED APPLICATION IS ONLY 'INDICATIVE' AND/ OR 'INFORMATIONAL' IN NATURE. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE DATA OR REPORTS PRODUCED BY THE LICENSED APPLICATION SHALL IN ANY MANNER SUIT YOUR REQUIREMENTS OR THAT SUCH DATA IS IN ANY MANNER ACCURATE, CORRECT, OR COMPLETE. IT SHALL BE YOUR SOLE RESPONSIBILITY TO VERIFY THE RESULTS OF THE DATA PRODUCED BY THE LICENSED APPLICATION, ENTIRELY AT ITS OWN COST AND RISKS.

THE COMPANY RESERVES THE RIGHT TO TEMPORARILY SUSPEND IN FULL OR PART THE SERVICES AT ANY GIVEN TIME WITHOUT NOTICE TO THE USERS, IF THE COMPANY’S INFRASTRUCTURE FAILS OR REQUIRES UPGRADE OR MAINTENANCE.

8. OWNERSHIP

- a) All ownership rights to the Licensed Application, Services, documentation and branding thereof, including Intellectual Property Rights therein is the sole and exclusive property of the Company. This EULA does not grant the Users’, any rights, title, and interest in and to Licensed Application, Services, documentation, its



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contents, and branding thereof, except where expressly and unequivocally granted herein. Any rights not expressly and unequivocally granted to the Subscriber are reserved.

- b) You agree that you shall not assert, or authorize, assist, or encourage any third party to assert, against Company any infringement or misappropriation of Intellectual Property Rights related claim regarding the Licensed Application, Services or documentation.

9. PRIVACY POLICY

Our privacy policy is available at the following link <https://saarathihub.ai/privacy-policy.pdf>

10. GOOGLE PLAY STORE'S AND APPLE APP STORE'S TERMS

The ways in which you can use the Licensed Application may also be controlled by the Google Play Store's and Apple App Store's rules and policies which can be found at https://play.google.com/intl/ALL_us/about/play-terms.html and <https://www.apple.com/legal/internet-services/itunes/us/terms.html> respectively. Google Play Store's and Apple App Store's rules and policies will apply in addition to these terms for the Licensed Application.

11. THIRD PARTY SERVICES

We are not responsible for other websites, third party devices, software, hardware you link to using the Licensed Application or the Services. The Licensed Application may contain links to other independent websites which are not provided by Us. Such independent sites are not under our control, and We are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

12. INDEMNITY

You agree to indemnify, keep indemnified, defend (at Company's sole option) and hold harmless Company, its affiliates and its respective directors, officers, employees, representatives, from and against any and all claims and resulting losses, costs, liabilities, and expenses (including reasonable attorney's fees), arising as a result of or in connection with (a) your breach of or violation of applicable laws and regulations, (b) use of the Licensed Application or Services, other than as permitted under this EULA; (c) your acts or omissions, (d) a third party claim for infringement or misappropriation based upon your combination or use of the Licensed Application or Services. The provisions of this section shall survive the termination of this EULA.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES HOWSOEVER CAUSED, IN CONNECTION WITH THIS EULA, (EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE).



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14. TERM AND TERMINATION

This EULA will commence upon your acceptance of this EULA and shall terminate on the expiry or termination of the Subscriber's engagement with the Company.

Consequences of Termination: Upon the expiry or any termination of this EULA, the rights and license granted to you hereunder, shall immediately and automatically cease to be in effect, and you shall immediately cease to avail access to the Services and usage of the Licensed Application.

15. GOVERNING LAWS

This EULA and all rights and obligations under this EULA shall in all respects be governed by and construed and enforced in accordance with the laws of India and the courts of Pune shall have an exclusive jurisdiction to adjudicate any subject matter under this EULA.

16. INDEPENDENT CONTRACTORS

No agency, partnership, joint venture, or employment is created between you and the Company as a result of this EULA, and you do not have any authority of any kind to bind the Company in any respect whatsoever.

17. REPORT ABUSE

In the event you come across any abuse or violation of the EULA or if you become aware of any objectionable content on the Licensed Application, please report to technical support at support@saarahihub.ai

18. COMPLAINTS

If you have any issues with respect to the Licensed Application or the Services, including any discrepancies and complaints with respect to processing of information, you can contact our technical support team at support@saarathihub.ai

19. CHANGES TO THIS EULA

Company may update the terms and conditions of this EULA. We encourage you to check this EULA, on a regular basis to be aware of the changes made to it which are also available on <https://saarathihub.ai/eula.pdf> for the most recent version.