



MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (THIS "AGREEMENT") BETWEEN QUARKCUBE PRIVATE LIMITED ("QUARKCUBE", "WE", "OUR" OR "US") AND THE LEGAL ENTITY, SUBSCRIBING TO THE SOFTWARE SERVICES UNDER THIS AGREEMENT AND UNDER AN APPLICABLE ORDER FORM, IDENTIFIED IN THE SIGNATURE BLOCK BELOW ("CUSTOMER", "YOU", OR "YOUR", INDIVIDUALLY REFERRED TO AS A "PARTY" WHILE TOGETHER REFERRED TO AS "PARTIES" TO THIS AGREEMENT.

THIS AGREEMENT SETS FORTH TERMS AND CONDITIONS THAT GOVERN CUSTOMER'S ACQUISITION, ACCESS, AND USE OF QUARKCUBE SOFTWARE SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOFTWARE SERVICES.

THE SOFTWARE SERVICES MAY NOT BE ACCESSED FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES. QUARKCUBE'S DIRECT COMPETITORS ARE PROHIBITED FROM ACCESSING THE SERVICES, EXCEPT WITH QUARKCUBE'S PRIOR WRITTEN CONSENT.

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF CUSTOMER'S ACCEPTANCE OF IT.

1. GENERAL

Customer will subscribe to QuarkCube Software Services by executing an Order Form, which shall define:

- a) applicable QuarkCube Software Services to which the Customer subscribes ("Subscription Services" or "Services"), including where applicable – modules, pre-built applications, and solution templates;
- b) usage limits, such as the number of Authorized Users to whom the Services can be made available;
- c) the subscription term;
- d) the consideration to be paid by Customer, including payment term, method, and frequency;
- e) where applicable – third-party softwares and services such as integration tools, connectors, APIs, etc., that are packaged, licensed, and invoiced together with the Purchased Subscription Services;
- f) where applicable – the provision of Professional Services;
- g) where applicable – enhanced Support Services;
- h) where applicable – Customer's participation in enhanced Enablement Programs; and
- i) any other subscription terms that may be agreed upon by the Parties

Each Order Form executed by the Parties is governed by this Agreement and is subject thereto.

2. SOFTWARE SERVICES, ACCESS AND USAGE RESPONSIBILITIES AND RESTRICTIONS

2.1. SUBSCRIPTIONS

Subject to the payment of the Subscription Fees and the terms and conditions of this Agreement, You may access and use QuarkCube Software Services in the configuration described in the Order Form for Your own internal business purposes during the Subscription Term and in accordance with any other terms and conditions provided in the Order Form. You may purchase additional services, products, storage, or Authorized Users to add to Your existing subscription at any time and the Subscription Fees for these purchases will be prorated for the remainder of the applicable Subscription Term. QuarkCube provides technical support and updates for the Software during the Subscription Term (at no additional charge) as per Service Level Objectives and Support Policies (SLO-SP).

2.2. ACCESS AND USAGE RESTRICTIONS

You have a non-exclusive, non-sublicensable, non-transferable (except as specifically permitted in this Agreement or associated Addenda) right to access and use the QuarkCube Software Services under this Agreement during the applicable Subscription Term, solely for Your internal business purposes relating to the processing of Your Data subject to the limitations stated in the Order Form.

Unless otherwise specifically permitted in this Agreement or an Addenda to this Agreement, You shall not

- a) sublicense, sell, transfer, assign, distribute, or otherwise grant or enable access to the QuarkCube Software Services in a manner that allows access or use of the QuarkCube Software Services by an individual who is not an Authorized User, or to commercially exploit QuarkCube Software Services;
- b) copy, modify or create derivative works based on the QuarkCube Software Services (for the sake of clarity, inputting Customer Data is not considered a creation of a derivative work);
- c) reverse engineer or decompile the QuarkCube Software Services;
- d) copy any features, functions, or graphics of the QuarkCube Software Services;
- e) allow Authorized User subscriptions to be shared or used by more than one individual Authorized User (except that Authorized User subscriptions may be reassigned to new Authorized Users replacing individuals who no longer use the QuarkCube Software Services for any purpose, whether by termination of employment or other change in job status or function); or
- f) access or use the QuarkCube Software Services except as expressly permitted under this Agreement; and
- g) access or use the QuarkCube Software Services
 - i. to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights;
 - ii. in violation of applicable laws;
 - iii. to send or store material knowingly or intentionally containing malicious codes, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents;
 - iv. in a manner that interferes with or disrupts the integrity or performance of the QuarkCube Software Services (or the data contained in the QuarkCube Software Services); or
 - v. to gain unauthorized access to the QuarkCube Software Services (including unauthorized features and functionality) or its related systems or networks.

2.3. QUARKCUBE RESPONSIBILITIES

2.3.1. PROVISIONING

QuarkCube shall (a) make the Software Services available to you pursuant to this Agreement, and the applicable Order Forms (b) provide applicable standard support for the Purchased Services to you at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which QuarkCube shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond QuarkCube's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving QuarkCube employees), failure or delay of services provided by the Internet service provider, cloud infrastructure and services sub-processor(s), Non-QuarkCube Application(s), or denial of service attack, and (iii) unavailability windows mutually agreed upon by both parties and documented in the applicable Order Form (d) provide the Services in accordance with laws and government regulations applicable to QuarkCube's provision of its Services to you generally (i.e., without regard for your particular use of the Software Services), and subject to Your use of the Software Services in accordance with this Agreement, the Acceptable Use of Services Policies (AUSP), Program Documentation, and the applicable Order Form.

2.3.2. QUARKCUBE PERSONNEL

QuarkCube will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with QuarkCube's obligations under this Agreement, except as otherwise specified in this Agreement.

2.4. CUSTOMER RESPONSIBILITIES

2.4.1. USER COMPLIANCE

You will (a) be responsible for Your Authorized Users' compliance with this Agreement, Acceptable Use of Services Policies (AUSP) and Order Form(s), (b) be responsible for the accuracy, quality and legality of Your Data, the means by which You acquired Your Data, Your use of Your Data with the Software Services, and the interoperation of any Non-QuarkCube Applications with which You use QuarkCube Software Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of QuarkCube Software Services and Content, and notify QuarkCube promptly of any such unauthorized access or use, (d) use QuarkCube Software Services and Content only in accordance with this Agreement, the Acceptable Use of Services Policies (AUSP), Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-QuarkCube Applications with which You use QuarkCube Software Services or Content. Any use of the Software Services in breach of the foregoing by You or Users that in QuarkCube's judgment threatens the security, integrity or availability of QuarkCube's Software Services, may result in QuarkCube's immediate suspension of the Software Services, however QuarkCube will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.4.2. TECHNICAL, BUSINESS, AND REGULATORY FITMENT

Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Software Services meet Your technical, business or regulatory requirements. QuarkCube will cooperate with Your efforts to determine whether use of the Software Services are consistent with those requirements. Additional fees may apply to any additional work performed by QuarkCube or changes to the Software Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Software Services.

2.5. USAGE LIMITS

Use of the QuarkCube Software Services is subject to the usage limits identified in the Order Form associated with this Agreement, which may include limitations on features and functionalities as described in Software Services Description and Delivery Policies (SDDP). If a party detects or becomes aware that Customer exceeds a limit, that party shall promptly notify the other, and Customer shall work with QuarkCube to promptly change its usage to comply with the limit. If Customer fails to change its usage or to comply with the limit within fifteen (15) days, or if Customer notifies of its intent to continue with the excess usage, Customer shall pay invoices issued by QuarkCube for that excess usage and/or execute additional Order Form to cover the excess usage. As may be reasonably requested by QuarkCube from time to time, Customer agrees to verify, certify, or provide evidence that its use of the QuarkCube Software Services is within the applicable usage limits.

2.6. FREE SOFTWARE SERVICES

QuarkCube may make some of its Software Services available to You free of charge for early adoption or other purposes. Use of Free Software Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Software Services are provided to You without charge up to certain limits as described in the Documentation. Usage over these limits requires Your purchase of additional resources or Software Services. You agree that QuarkCube, in its sole discretion and for any or no reason, may terminate Your access to the Free Software Services or any part thereof. You agree that any termination of Your access to the Free Software Services may be without prior notice, and You agree that QuarkCube will not be liable to You or any third party for such termination. You are solely responsible for exporting Your Data from the Free Software Services prior to termination of Your access to the Free Software Services for any reason, provided that if QuarkCube terminates Your account, except as required by law, QuarkCube will provide You a reasonable opportunity to retrieve Your data.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, DISCLAIMERS, AND EXCLUSIVE REMEDIES" SECTION AND "INDEMNIFICATION" SECTION BELOW, THE FREE SOFTWARE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND QUARKCUBE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SOFTWARE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE

UNDER APPLICABLE LAW IN WHICH CASE QUARKCUBE'S LIABILITY WITH RESPECT TO THE FREE SOFTWARE SERVICES SHALL NOT EXCEED ₹ 25,000 (US\$ 250). WITHOUT LIMITING THE FOREGOING, QUARKCUBE AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE FREE SOFTWARE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE FREE SOFTWARE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SOFTWARE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITIES" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO QUARKCUBE AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE FREE SOFTWARE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

2.7. ADDITIONAL QUARKCUBE SOFTWARES

We may provide You with the ability to obtain certain QuarkCube Software (such as Plug-Ins, Connectors, APIs or similar components as defined below) for use with the Software Services. If we provide QuarkCube Software to You and do not specify separate terms for such software, then such QuarkCube Software is provided as part of the Software Services and You have the non-exclusive, worldwide, limited right to use such QuarkCube Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the QuarkCube Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Software Services. You may allow Your Users to use the QuarkCube Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any QuarkCube Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Software Services associated with the QuarkCube Software Subscriptions. Notwithstanding the foregoing, if QuarkCube Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the QuarkCube Software that is licensed under the separate terms is not restricted in any way by this Agreement.

3. CONSIDERATION

3.1. SUBSCRIPTION FEES

You will pay all fees specified in Order Form. Except as otherwise specified herein or in an Order Form, (i) fees are based on Software Services subscriptions purchased and not actual usage, (ii) payment obligations are non-cancellable, and fees paid are non-refundable, and (iii) quantities purchased and subscription term cannot be decreased during the relevant subscription term. All fees payable are due within thirty (30) days from the invoice date, unless otherwise stated in the Order Form. Once placed, Your order is non-cancellable and the sums paid non-refundable, except as provided in this Agreement or Your order. Fees for Software Services listed in an Order Form are exclusive of taxes and expenses.

3.2. TAXES

Fees for QuarkCube Software Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, goods & services, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with its purchases hereunder. If QuarkCube has the legal obligation to pay or collect Taxes for which You are responsible under this section, QuarkCube will invoice You and You will pay that amount unless You provide QuarkCube with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, QuarkCube is solely responsible for taxes assessable against it based on its income, property, and employees.

3.3. INVOICING AND PAYMENT

You will provide QuarkCube with a valid purchase order or an alternative document reasonably acceptable to QuarkCube as a commitment to pay for all Purchased Services listed in the Order Form. QuarkCube will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to QuarkCube and notifying QuarkCube of any changes to such information.

3.4. OVERDUE CHARGES

If any invoiced amount is not received by QuarkCube by the due date, then without limiting QuarkCube’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) QuarkCube may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.

3.5. PROFESSIONAL SERVICES

Any professional services to be performed by QuarkCube in connection with the configuration, implementation or training of the Purchased Services will be described in a separate statement of work and will be performed pursuant to the terms of a separate Professional Services Addendum (PSA) to this Agreement and Statement of Work (SoW), however, the terms and conditions of this Agreement will apply to the professional services provided.

4. TERM, TERMINATION AND SUSPENSION

4.1. TERM OF THE AGREEMENT

This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

4.2. TERM OF PURCHASED SUBSCRIPTIONS AND RENEWAL

The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at QuarkCube’s applicable list price in effect at the time of the renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription term for any Software Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term’s per-unit pricing.

4.3. BREACH

If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred, or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Software Services under such order(s) plus related taxes and expenses. Except for non-payment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Software Services ordered. Except for actions for non-payment or breach of QuarkCube’s proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one year after the cause of action has accrued.

4.4. TERMINATION

A party may terminate this Agreement for cause

- (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or
- (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

4.5. REFUNDS AND PAYMENT UPON TERMINATION

If this Agreement is terminated by Customer in accordance with the “Termination” section above, QuarkCube will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date

of termination. If this Agreement is terminated by QuarkCube in accordance with the “Termination” section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to QuarkCube for the period prior to the effective date of termination.

4.6. SUSPENSION

4.6.1. If any charge owing by You under this or any other agreement for Software Services is 30 days or more overdue, QuarkCube may, without limiting its other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Services until such amounts are paid in full, provided that, You shall be notified in accordance with the “Manner of Notice” sub-section below for billing notices, before suspending the services to the Customer.

4.6.2. QuarkCube may suspend Your or Your Authorized Users’ access to, or use of, the Software Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Software Services or any content, data, or applications in the Software Services; (b) You or Your Users are accessing or using the Software Services to commit an illegal act; or (c) there is a violation of the Acceptable Use of Services Policies (AUSP). When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Software Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

4.7. PAYMENT DISPUTES

QuarkCube will not exercise its rights under the “Overdue Charges” or “Suspension” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.8. SURVIVING PROVISIONS

Provisions that survive termination or expiration of this Agreement are those relating to limitation of proprietary rights, liability, indemnification, payment, and others which by their nature are intended to survive.

5. PROPRIETARY RIGHTS, LICENSES AND OWNERSHIP

5.1. RESERVATION OF RIGHTS

You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Software Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

5.2. THIRD PARTY RIGHTS

You may have access to Third Party Content through use of the QuarkCube Software Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

5.3. RIGHTS GRANTED TO QUARKCUBE

5.3.1. You grant us the right to host, use, process, display and transmit Your Content to provide the Software Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by QuarkCube to perform the Services.

5.3.2. You grant us and our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other

feedback provided by You or your Users relating to the operation of QuarkCube's or its Affiliates' Software Services.

5.3.3. Unless otherwise set forth on the Order, we may use your name (and the corresponding trademark or logo) on our website and marketing materials to identify your business as a customer, subject to any usage guidelines that you provide or any pre-approval or authorization you may require (which you agree not to unreasonably withhold or delay).

5.4. CUSTOMER RESPONSIBILITIES TOWARDS QUARKCUBE'S INTELLECTUAL PROPERTY

You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the QuarkCube Software Services to build or support, directly or indirectly, products or services competitive to QuarkCube; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Software Services to any third party except as permitted by this Agreement or Your order.

6. THIRD-PARTY PRODUCTS, SERVICES, AND INTEGRATION

6.1. TERMS OF USE

QuarkCube Software Services may enable You to link to, transfer Your Content or Third-Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). QuarkCube does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if QuarkCube accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third-Party Content from the Services to a Third-Party Service or other location, that transfer constitutes a distribution by You and not by QuarkCube.

6.2. THIRD-PARTY WARRANTIES

Any Third-Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that QuarkCube is not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

6.3. THIRD-PARTY SERVICES

Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of QuarkCube and are not QuarkCube's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

6.4. INTEGRATION AND LIABILITIES

You acknowledge that: (i) the nature, type, quality and availability of Third-Party Content or Service may change at any time during the Subscription Period, and (ii) features of the Software Services that interoperate with Third Party Services, depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change, or modify the Software Services under this Agreement as a result of a change in, or unavailability of, such Third-Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their

unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

7. CONFIDENTIALITY AND NON-DISCLOSURE

7.1. DEFINITIONS OF CONFIDENTIALITY

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of QuarkCube includes the Software Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party.

A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

7.2. MUTUAL DISCLOSURE

By virtue of this Agreement, the parties may disclose to each other information that is confidential (“Confidential Information”). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Software Services, and all information clearly identified as confidential at the time of disclosure.

7.3. MUTUAL CONFIDENTIALITY

Each party agrees not to disclose the other party’s Confidential Information to any third party other than as set forth in the following sentence; however, we will protect the confidentiality of Your Content residing in the Software Services for as long as such information resides in the QuarkCube Software Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party’s Confidential Information in any legal proceeding or to a governmental entity as required by law.

Notwithstanding the foregoing, QuarkCube may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non- QuarkCube Application Provider to the extent necessary to perform QuarkCube’s obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.4. COMPELLED DISCLOSURE

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information

8. DATA SECURITY, PRIVACY, PROTECTION AND RETENTION

8.1. CUSTOMER CONTENT

You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Software Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Software Services in a manner that is inconsistent with the terms of this Agreement. To the

extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity, or confidentiality of such content outside of QuarkCube's control.

8.2. DATA SECURITY OBLIGATIONS

Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on QuarkCube in addition to or different from those specified in the Service Description and Delivery Policies (SDDP). If available for the Software Services, in order to protect Your Content provided to QuarkCube as part of the provision of the Software Services, QuarkCube will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management.

8.3. PROTECTION OF CUSTOMER DATA

QuarkCube will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation and Service Description and Delivery Policies (SDDP). Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).

8.4. CUSTOMER DATA RETENTION

Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, QuarkCube will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, QuarkCube will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

9. SERVICE OBSERVATION

9.1. MONITORING

We continuously monitor the Software Services to facilitate QuarkCube's operation of the Software Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Software Services, content, data, or applications in the Software Services; and to detect and address illegal acts or violations of the Acceptable Use of Services Policies (AUSP). QuarkCube monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. QuarkCube does not monitor, and does not address issues with, non-QuarkCube software provided by You or any of Your Users that is stored in, or run on or through, the Software Services. Information collected by QuarkCube monitoring tools (excluding Your Content) may also be used to assist in managing QuarkCube's product and service portfolio, to help QuarkCube address deficiencies in its product and service offerings, and for license management purposes.

9.2. ANALYSES

QuarkCube may (i) compile statistical and other information related to the performance, operation and use of the Software Services, and (ii) use data from the Software Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

10. LIMITATION OF LIABILITIES

10.1. LIMITATION ON INDIRECT LIABILITIES

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, GOODWILL OR REPUTATION, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

10.2. LIMITATION ON AMOUNT OF LIABILITIES

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF QUARKCUBE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SOFTWARE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. INDEMNIFICATION

11.1. MUTUAL INDEMNIFICATION

If a third party makes a claim against either parties (“Recipient” which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, “Material”) furnished by either parties (“Provider” which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party’s intellectual property rights, the Provider, at the Provider’s sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b) gives the Provider sole control of the defence and any settlement negotiations; and
- c) gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

11.2. REMEDIAL ACTIONS

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Software Services associated with such Material and refund any unused, prepaid fees for such Software Services.

11.3. EXCLUSIONS

The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider’s user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

12. REPRESENTATION, WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

12.1. AUTHORITY

Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Subscription Period, we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the

deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

12.2. WARRANTIES

WE DO NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

12.3. LIABILITIES

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO US FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

12.4. EXCLUSIVE REMEDIES

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. MANNER OF NOTICE

13.1. MANNER OF NOTICE TO QUARKCUBE

Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: QuarkCube Private Limited at B-401, DNR Atmosphere Apartment, Ramagondanahalli, Bangalore560066, Attention: General Counsel, Legal Department and CC: Chief Executive Officer and Head of Sales.

13.2. MANNER OF NOTICE TO CUSTOMERS

We may give notices applicable to our customers by means of a general notice on the QuarkCube website, Support Portal or in-application alerts, while notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

14. GOVERNING LAWS AND JURISDICTION

This Agreement is governed by the laws of the Republic of India and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in Bangalore, Karnataka in any dispute arising out of or relating to this Agreement.

15. FORCE MAJEURE

Neither parties shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Software Services.

16. GENERAL PROVISIONS

16.1. RELATIONSHIP OF PARTIES

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

16.2. SEVERABILITY AND STATUTORY EXCEPTIONS FOR PUBLIC INSTITUTIONS

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. If you are a qualified public educational or government institution and any terms in this Agreement (such as, by way of example, all or part of the indemnification section) are invalid or unenforceable against you because of applicable law, then those terms will be deemed excluded and unenforceable (as the case may be), and instead construed in a manner most consistent with applicable governing law. In addition, if the applicable governing law is precluded in these situations, then this Agreement will be construed under the laws of the state/province in which Your primary office is located.

16.3. AUDIT

Upon thirty (30) days written notice and no more than once every twelve (12) months, QuarkCube may audit Your use of the QuarkCube Software Services to ensure Your use of the QuarkCube Software Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to cooperate with QuarkCube's audit and to provide reasonable assistance and access to information reasonably requested by QuarkCube. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of "CONFIDENTIALITY AND NON-DISCLOSURE" section of this Agreement. If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of any fees for additional QuarkCube Software Services) such non-compliance within 30 days of written notification of that non-compliance. You agree that QuarkCube shall not be responsible for any of Your costs incurred in cooperating with the audit.

16.4. EXPORT

16.4.1. APPLICABLE LAWS

Export laws and regulations of the Republic of India, the United States and any other relevant local export laws and regulations apply to the Software Services. Such export laws govern use of the Software Services (including technical data) and any Software Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Software Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

16.4.2. TRANSFER OF YOUR CONTENT

You acknowledge that the Software Services are designed with capabilities for You and Your Users to access the Software Services without regard to geographic location and to transfer or otherwise move Your Content between the Software Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

16.5. ANTI-CORRUPTION

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

16.6. THIRD-PARTY BENEFECIARIES

There are no third-party beneficiaries under this Agreement.

16.7. WAIVER

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

16.8. ENTIRE AGREEMENT AND EXECUTION

You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or a referenced policy), together with the applicable Order Form(s) and Addenda to this Agreement, is the complete agreement for the Software Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Software Services.

It is expressly agreed that the terms of this Agreement and any QuarkCube order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-QuarkCube document and no terms included in any such purchase order, portal, or other non-QuarkCube document shall apply to the Software Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of QuarkCube; however, QuarkCube may update the Service Specifications, including by posting updated documents on QuarkCube’s websites.

The parties hereby consent to the use of electronic signatures for execution of this Agreement, and further agree that electronic signatures to this Agreement are legally binding with the same force and effect as manually executed signatures.

16.9. ASSIGNMENT

Neither party may assign the Order or this Agreement without the other party’s prior written consent (except to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of the assets or equity of such party). Any attempt to assign the Order or this Agreement other than as permitted in this Agreement will be null and void.

17. DEFINITIONS

“Additional QuarkCube Softwares” means any software agent, application, or tool such as a Plug-in, Application Programming Interface (API), or Connector, that QuarkCube makes available to You to access through the internet, as a web-service or for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the QuarkCube Software Services.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” means this Master Subscription Agreement.

“Authorized User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Software Services provided by QuarkCube without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, QuarkCube at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

“Beta Services” means QuarkCube Software Services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“Customer” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

“Customer Data” means electronic data and information submitted by or for Customer to the Services, excluding Content and Non- QuarkCube Applications.

“Free Services” means Services that QuarkCube makes available to Customer free of charge. Free Services exclude Services offered as Purchased Services.

“Malicious Code” means code, files, scripts, agents, or programs intended to do harm, degrade performances, including, for example, viruses, worms, time bombs, Trojan horses.

“Marketplace” means an online directory, catalogue, or marketplace of applications that interoperate with the Services

“Non-QuarkCube Application” means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace. Non-QuarkCube Applications, other than those obtained or provided by Customer, will be identifiable as such.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and QuarkCube or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Professional Services” means any Services provided by QuarkCube or a third-party such as Business Consulting and Advisory, Technical Implementation, Systems Integration or Training of Authorized Users, as described in a separate Statements of Work and Professional Services Addendum to this Agreement.

“Program Documentation” refers to the QuarkCube Software Program Document (SPD), user manuals, help windows, readme files for any QuarkCube Software Services. You may access the documentation online or such other address specified by QuarkCube.

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services.

“QuarkCube” means the company described in the “QuarkCube Contracting Entity, Notices, Governing Law, and Venue” section below.

“QuarkCube Software Services”, “Subscription Services”, or “Services” used interchangeably, means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable), and made available online by QuarkCube, including associated QuarkCube offline or mobile components, as described in the Documentation. For the purpose of clarity, “Services” exclude Content and Non- QuarkCube Applications.

“Service Specifications” means the following documents, as applicable to the QuarkCube Software Services under Your order: (a) the QuarkCube Software Services Description and Delivery Policies (SDDP), the QuarkCube Software Program Document (SPD), and the Data Processing Addendum to this Agreement, if applicable; (b) QuarkCube’s

Data Privacy Policies (DPP); and (c) any other QuarkCube documents that are referenced in or incorporated into Your order. The following do not apply to any non-cloud QuarkCube Software Service offerings acquired in Your order, such as professional services, on-premise deployments, training and enablement, advisory services, etc as they shall be governed by respective Addenda and Agreements.

“Third Party Content” means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of QuarkCube that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, QuarkCube marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any QuarkCube-provided tools.

“Your Content” means all software, data (including Personal Data), text, images, audio, video, photographs, non-QuarkCube or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, QuarkCube Software, other QuarkCube products and services, and QuarkCube intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content”. Your Content includes any Third-Party Content that is brought by You into the Services by Your use of the Services or any QuarkCube-provided tools.

“Your Users” means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered “Your Users” subject to the terms of this Agreement and Your order.

18. ACCEPTANCE

<p>ON BEHALF OF XXXXXXXXX LTD</p> <p>REGISTERED AT XXXXXX XXXXX XXXX</p> <p>PAN XXXXXXXXXXXX</p> <div style="border: 1px solid black; height: 40px; width: 250px; margin: 10px 0;"></div> <p>NAME _____</p> <p>TITLE _____</p> <p>DATE _____</p>	<p>ON BEHALF OF QUARKCUBE PRIVATE LIMITED</p> <p>REGISTERED AT B-401, DNR Atmosphere Apartment, Ramagondanahalli, Bangalore, KARNATAKA 560066</p> <p>PAN XXXXXXXXXXXXX</p> <div style="border: 1px solid black; height: 40px; width: 250px; margin: 10px 0;"></div> <p>NAME Venkatakishnan Janakiraman</p> <p>TITLE CEO & Founder</p> <p>DATE _____</p>
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