



## **END USER LICENSE AGREEMENT FOR SUBSCRIPTION SERVICES**

This End User License Agreement ("Agreement") is a legal contract between you (either an individual or an entity, hereinafter referred to as "Subscriber" or "You") and Minfy Technologies Pvt. Ltd., a company registered in India, with its registered office at [Survey No. 10, Divine Babylon Building, Whitefields, Kondapur, Opp. Lane of Jayabheri Silicon Valley, Hyderabad-500084, Telangana.] ("Licensor" or "Minfy").

By subscribing to and using the Swayam platform and related services ("Services"), you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, do not use the Services.

### **1. GRANT OF LICENSE**

Subject to the terms of this Agreement, Licensor grants Subscriber a non-exclusive, non-transferable, limited license to use the Services during the subscription period specified in the subscription order ("Subscription Period"). This license is solely for Subscriber's internal business purposes.

### **2. RESTRICTIONS**

Subscriber shall not:

- a) Copy, modify, or create derivative works of the Services.
- b) Reverse engineer, decompile, or disassemble the Services.
- c) Rent, lease, loan, or sublicense the Services to any third party.
- d) Use the Services for any unlawful or unauthorized purpose.
- e) Remove or alter any copyright, trademark, or other proprietary notices contained in the Services.

### **3. SUBSCRIPTION FEE**

Subscriber shall pay the subscription fee as specified in the subscription order. Payment terms, including renewal fees, are outlined in the subscription order. Failure to pay fees may result in suspension or termination of Services.

### **4. SUPPORT AND MAINTENANCE**

During the Subscription Period, Licensor will provide support and maintenance for the Services in accordance with its support policies.

### **5. INTELLECTUAL PROPERTY RIGHTS**

The Services, including all intellectual property rights, are and shall remain the exclusive property of Licensor. This Agreement does not grant Subscriber any rights to patents, copyrights, trademarks, or trade secrets.

### **6. CONFIDENTIALITY**

Subscriber agrees to keep confidential all non-public information related to the

Services. This obligation of confidentiality shall survive the termination of this Agreement.

#### 7. WARRANTY DISCLAIMER

The Services are provided "as-is" and "as available" without warranty of any kind, express or implied. Licensor disclaims all warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.

#### 8. LIMITATION OF LIABILITY

In no event shall Licensor be liable for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Agreement or the use of the Services.

#### 9. TERM AND TERMINATION

This Agreement is effective upon Subscriber's acceptance and shall continue for the Subscription Period. Either party may terminate this Agreement for material breach by providing written notice. Upon termination, Subscriber shall cease use of the Services.

#### 10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.

#### 11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions.

#### 12. CYBER SECURITY

In light of the growing concern regarding cybersecurity threats, it is hereby agreed between the parties that in the unfortunate event of any ransomware attack or compromise of your AWS account, including any of the resources built or managed within the account, Minfy not be held liable for any damages, losses, or costs incurred.

In such circumstances, you shall be solely responsible for any financial obligations arising from the incident and shall bear the costs as per their usage and consumption of services. Minfy will not be held accountable for any financial repercussions related to the incident. Further, any disputes arising from such incidents shall be resolved exclusively between you and AWS support team. Minfy will extend its full cooperation to facilitate the resolution process but shall not be directly involved in any dispute settlement between the parties involved.

#### 13. MISCELLANEOUS

Any notices or communications required by this Agreement shall be in writing and delivered to the addresses specified in the subscription order.

By accepting this Agreement, Subscriber acknowledges that they have read, understood, and agree to be bound by its terms.

[Signature of Subscriber]

[Name of Subscriber]

[Title]

[Date]

