

Master Agreement

Last updated on Monday, February 1, 2020. Replaces all previous versions in entirety.

THIS MASTER AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF OUR SERVICES.

This Master agreement (“MA” or “agreement”) is entered between Hotlink Services Pvt. Ltd. (“Hotlink” or “Company” or “HSPL” or “we” or “us” or “our”) and you or the entity you represent (“you” or “your”). Hotlink Services Pvt Ltd is a private limited company incorporated under the Indian Companies Act, 1956 and having its registered office at DSM 233 DLF Towers, 15 Shivaji Marg, Delhi 110015, India; and its corporate office based at Kedar Square L29/5, DLF Phase 2, Gurugram 122008, Haryana, India.

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1. Entire Agreement & Execution

This master agreement ("MA") governs Subscriber's acquisition and use of Hotlink services. If Subscriber registers for a free trial of Hotlink services or for free services, the applicable provisions of this agreement will also govern that free trial or those free services. By accepting this agreement, by (1) clicking a box indicating acceptance, (2) executing a service order that references this agreement, or (3) using free services, Subscriber agrees to the terms of this agreement. If the individual accepting this agreement is accepting on behalf of an organization, 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 "Subscriber" 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 services.

Your access and use of the platform/services in any way is evidence of your acceptance of the current and/or modified terms of this agreement and the enforcement of said terms. You agree that this agreement forms a valid contract between you and HSPL.

You expressly agree that the provisions contained herein are fair and reasonable limitations as to time, geographical area and scope of activity, and such restrictions do not impose a greater restraint than is necessary to protect the goodwill and other business interests of the Company. To the extent any portion of this Agreement, or any portion of any provision of this Agreement is held to be invalid or unenforceable, it shall be construed by severing, limiting and/or reducing it so as to contain the maximum restrictions permitted by applicable law. All remaining provisions of this Agreement, and/or portions thereof, shall remain in full force and effect.

1.1 Entire Agreement and Order of Precedence

This Agreement is the entire agreement between HSPL and Subscriber regarding Subscriber's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, any other agreements between us or agreement related interactions, meetings, phone conversations, emails or letters issued between us and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of HSPL which is not set out in the agreement.

Referenced supplementary information included: This agreement is to be read with any other policies, service terms, data processing terms, rules, guidelines, documentation or other information that may be referenced in the terms. For the purpose of the agreement, such supplementary information will be deemed to be a part of this agreement. Use of the term "agreement" or "MA" or "master agreement", or in any of the terms or service orders or other referenced policies and documentation, we are referring collectively to all of them.

Relationship to service orders: If you executed one or more service orders with us in which this agreement is (or is deemed to be) incorporated by reference, the terms in agreement constitute an addendum to those contracts, and apply in addition to (and not in lieu of) the service orders. Alternatively, this may be the only agreement between you and us, then this agreement forms your entire agreement with us.

Order of Precedence: In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable service order, (2) this Master Agreement, and (3) the Documentation.

1.2 Definitions

Some words used in the agreement have particular meanings. The following terms shall, except where the context otherwise requires, have the meanings specified below.

Hotlink or Company or we or us or our or **HSPL** means Hotlink Services Pvt. Ltd. and unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor in title and assigns.

You or Your means a subscriber to our services as identified in your Hotlink-account or in the service orders between you and us, your affiliates and unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor in title and assigns.

Party means either you or us. Parties mean both you and us.

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.

Subscriber 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 (organization, undertaking, proprietorship firm, partnership, firm, corporation, association, trust, government or political subdivision or an agency or instrumentality thereof), such 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 activated a Hotlink-account and/or executed service orders. Customer is a Subscriber availing Purchased Services.

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 (organization, undertaking, proprietorship firm, partnership, firm, corporation, association, trust, government or political subdivision or an agency or instrumentality thereof), an individual who is authorized by Subscriber to use a Service, for whom Subscriber has purchased a subscription (or in the case of any Services provided by HSPL without charge, for whom a Service has been provisioned), and to whom Subscriber (or, when applicable, HSPL at Subscriber's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Subscriber, and third parties with which Subscriber transacts business. Unregistered users are "Visitors".

Documentation means service terms, agreements, legal, policies, guidelines, help and reference material as is available on the platform and as is updated from time to time - either related to the applicable service or otherwise. Documentation is accessible on the platform - for instance those accessible via help.hotlink.com or legal.hotlink.com or elsewhere on *.hotlink.com or by login to the applicable service -- including but not limited to agreements, policies, service terms, terms and conditions, guidelines, do's and don'ts, help, usage guides, supplement/ addendum, reference information/ material/ resources or similar words used to describe the documentation in the given context. It also includes developer guides, getting started guides, user guides, quick reference guides, support guidelines and other service, design, technical and operations manuals and specifications for the platform and services.

Service Terms means the service-specific terms as amended from time to time; applicable to the provision of the specific service - outlining rights and restrictions, rules, policies and procedures; and accessible via www.hotlink.com.

Content means information obtained by HSPL from content contributors or publicly available sources or third party content providers or from other content owners and made available to Subscriber through the Services, Beta Services or pursuant to a service order, as more fully described in the Documentation.

Services means the products and services that are ordered by the subscriber (whether purchased or provided to free of charge or under a free trial), and made available online by HSPL or provided otherwise by HSPL as may be mostly described in the Documentation or in the ordering documents/ service orders. Services exclude Content and Non-Hotlink Applications.

Platform or Hotlink-Platform means the Hotlink cloud platform comprising websites, portals, applications, documentation and software associated with our cloud offerings including programmatic interfaces and any other code/capability provided by us.

Free Services means Services that HSPL makes available to subscribers free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

Purchased Services means Services that Subscribers or their Affiliate purchase under a service order, as distinguished from Free Services or those provided pursuant to a free trial.

Service Order means an ordering document executed between you and us that confirms the arrangement between you and us specifying the services to be provided hereunder - including any supplements and addendums thereto in any form (whether in print or electronic; or an email exchange to that effect or otherwise; or the periodic statements generated by us specifying your entitlements on the platform).

Master Terms means the terms of this master agreement; including any supplements and addendums thereto. It includes the policies and any other terms referenced in or incorporated into this agreement. Additional Terms means the terms of one or more service orders executed between us; including any supplements and addendums thereto. Agreement Terms means collective summation of master terms, additional terms and Documentation. Agreement refers to the agreement (and the agreement terms) between us.

Data means items, content and records, alone or in any combination, interfaced and/or managed on our platform that you: (a) run on the platform, (b) cause to interface with the platform, or (c) upload to the platform under your account or otherwise transfer, process, use or store on or through our platform or, (d) upload, create, modify, manage, curate, publish, store, access, interface, receive, transmit, transfer, share or exchange using our platform. Records means records pertaining to the business transacted on or through the Hotlink-platform; and related masters, balances etc.

Personally Identifiable Information or PII means any data, either alone or in combination with other information, by which an individual i.e. a natural person can be identified or located, or that can be used to identify or locate a natural person. PII includes: (a) a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health or other data or attribute, such as a combination of the individual's name, address, phone number or email address with the individual's identification number issued by any governmental agency, financial account number, date of birth, address, biometric data, mother's maiden name, or other personally identifiable information; (b) any non-public personal information, and (c) any protected health information. In some contexts PII may also include the social data with social media user identifications corresponding to individual's records linked into and sourced from the internet.

Business Day means 10:00 a.m. to 6:00 p.m. Monday through Friday, India Standard Time, excluding public holidays.

1.3 Documentation

All parties/subscribers shall honor and conform to applicable documentation to maintain discipline in actions and inactions required for the smooth operations and efficiency of the platform ecosystem. Everyone shall cooperate and collaborate in maintaining adequate documentation and other related information to build and maintain alignment of expectations and actions in the interest of their own business and/or to fulfil their obligations towards other subscribers.

You agree that we may establish and rollout new policies, guidelines and procedures for your use of the services as we deem necessary for the optimal performance of the services.

Suggested Processes, Standard Workflows, Best Practice and New Feature Guidance: In our documentation, we provide best practice recommendations to improve performance and efficiency. We make recommendations on how new features, functionalities and platform offerings may fit your use case. Although the platform may have processes and workflows that may suggest a way of doing business, the design of the same is not recommending a specific way over the other. You are responsible for your business and the choice of its processes. HSPL is not providing to you, and the services provided hereunder are not and shall not be deemed or construed to be, legal, financial or investment advice or recommendations. You should consult with your own legal, financial or investment advisors, as appropriate. Further, you agree that HSPL is not acting as your agent or fiduciary in connection with your use of our services/ platform.

HSPL reserves the rights to provide only selective access to certain documentation due to sensitivity, propriety, confidentiality, competitive or other reasons. If you encounter such instances of restricted access, you may request for the same by contacting us. HSPL may or may not entertain such requests based on our obligations towards you based on our service orders. Normally, the general users may be provided with limited-access-only.

Structured As Appropriate: For the convenience of our users, we may structure/ restructure the documentation in ways found most appropriate at that point in time. Hence, our documentation is a common/ overlapping repository of many resources - not specifically limited to the scope of our services engaged to you. You will need to accordingly understand the documentation in the context of the scope of services as it applies to you.

English Only: HSPL shall publish documentation in English language only. You shall be responsible for translation into any other alternate regional or local language as may be needed by you or your users.

Selective Only: HSPL shall create and maintain documentation for select areas of the services. For the sake of preciseness and simplicity, we may choose to skip areas that are self-explanatory.

Updated Regularly Yet Not Exact At All Times: Documentation may be updated from time to time. We will do all reasonable efforts to keep every part of the documentation updated at all times. While we do so, there may be a delay in updating some parts which may have been changed owing to a new releases. You acknowledge, understand and agree that in the voluminous documentation like this, such delays may occur. And you hold us harmless on any impact of such delays on your business, enterprise and user experience.

1.4 Applicability of Terms

All HSPL services are made available to individuals and entities on a subscription basis. In this regard, any user of our services, whether in an individual capacity or otherwise, is referred to as a subscriber of our services. The type and scope of services used by subscribers and the way in which those service are used forms their overall identity on our platform. Applicability of terms is decided by the scope and/or type of services. Depending on context, from time to time, you may assume any or all identities; for entire or for a part of our service. Identity and role based obligations are to be read in the context of your obligations towards other subscribers on the Platform. Terms applicable to each such identity will apply accordingly. Unless explicitly specified, the terms may be applicable to all services, all subscribers and all identities.

Execution of Agreement

Your acceptance of the terms and conditions via the online click-thru or by executing one or more service orders where this agreement is incorporated by reference shall constitute your agreement thereto. If physically signed, the agreement may be signed in multiple counterparts, which, taken together, will be considered one original. Email confirmations, facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

If either party has made any change to the agreement documents that was not brought to the attention of the other party in a way that is reasonably calculated to put the other party on notice of the change, the change shall not become part of the agreement. In such an event, notwithstanding any language to the contrary therein, no terms or conditions stated in your service orders will be incorporated into or form any part of the agreement, and all such terms or conditions will be null and void.

Eligibility & Declaring Authorized Signatory to Sign this agreement

You represent and warrant that you have the full power and authority to enter into this agreement and to grant HSPL the rights granted herein. You must be at least 18 years of age or otherwise have the legal capacity to enter into this agreement. If you are entering into this agreement on behalf of an employer, company, or other legal entity, you must have the legal right and authority to enter into this agreement and bind that entity to this agreement.

You understand that this agreement and terms of use for the platform and our services are legally binding terms governing your use of the services/ platform. If you have entered into a service order with us and/or accepted this agreement online, both being an integrated part of your terms of use of our services/ platform; by accepting these terms or using the platform/services, you:

- Agree to the terms in this agreement on behalf of the entity you represent with which you are employed or associated,
- Represent that you have the authority to bind the entity you represent to these terms, and
- Represent that you are an authorized user under the master agreement between the entity you represent and us.

If you do not have such authority, are not an authorized user, or do not agree to these terms, you may not use the platform/ services. Once you check the box "I accept the terms and conditions of the Master agreement", you are deemed to have the needed authorization to validly represent the entity on behalf of which you are entering into this agreement and also have the eligibility to enter into this agreement for your own individual account.

2. Provision of Services

2.1 Purchased Services

HSPL shall: (i) make the platform available to you in accordance with the applicable scope entitlements, and (ii) use commercially reasonable efforts to make the ongoing platform services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give at least 8 hours' notice and which we shall schedule to the extent practicable during the weekend hours), or (b) any unavailability caused by circumstances beyond our reasonable control,

including without limitation, acts of God, acts of government, flood, fire, earthquakes, pandemics, epidemics, public health situations, lockdowns, civil unrest, acts of terror, strikes or other labour problems (other than those involving our employees), or failures or delays caused by internet/ cloud/ server/ related service providers, or denial of service attacks.

You agree that your use of the platform is neither contingent on the delivery of any future functionalities or features or the delivery of any of our other services, nor are they dependent on any oral or written public comments made by us regarding future functionalities or features.

For Customers only, on a case basis if required and at the unconditional sole discretion of HSPL, if in any calendar quarter the uptime threshold is below 95% and you were negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), HSPL at its sole discretion may provide, as the only and exclusive remedy, a service credit adjustable against future billings. No cash payments are made against such service credit. Such service credit will under no circumstances exceed a maximum amount of half month's fee for the use of the Service. Half month's fee will be computed as the average monthly billings to you over the immediately preceding 12 months divided by two. You are not entitled to a service credit if you are in breach of your obligations under the agreement, including your payment obligations under the service orders between you and us.

Scheduled and Unscheduled Maintenance

Maintenance or Platform Maintenance means activities performed from time to time, to apply upgrades, patches, bug fixes or other maintenance to the platform. Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated at least 8 hours in advance of the maintenance time. Regularly scheduled maintenance time typically is communicated at least a week in advance, generally scheduled to occur at night on the weekend, and takes less than 10-15 hours each quarter. HSPL will publish such schedules in the Documentation to reserve time-slots for routine scheduled maintenance as needed.

HSPL in its sole discretion may take the Platform down for unscheduled maintenance and in that event will attempt to notify you in advance. Such unscheduled maintenance will be counted in the uptime.

Updates/Notice: This service level threshold may be amended by HSPL in its discretion but only after providing adequate advance notice. Notices will be sufficient if provided to a user designated as an administrator of your HSPL account either: (a) as a note published in the Documentation, or (b) by email to the registered email address provided for the administrator(s) for your account.

Exclusions from Service Threshold

Only the functionalities in an active-state are covered under the service level threshold. Beta-state or lab-state features and/or functionalities (test or design phase ideas, concepts, thoughts, web-links, suggestions – which may or may not be released in the future) and other test environments are expressly excluded from this or any other service level threshold. The service level threshold does not apply to any downtime, suspension, or termination of any HSPL services: (a) that result in account suspension or termination due to your breach of the agreement; (b) caused by factors outside of our reasonable control, including any force majeure event or internet access or related problems beyond the reasonable capabilities of HSPL; (c) that result from any actions or inactions of you or any third party; or (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than those which are under our direct control).

The rate limit for cloud queues on the platform is finite based on the overall capacity of servers deployed. Although we maintain adequate surplus at any time on the anticipated usage levels across all subscribers, if the total exceeds the total available capacity, cloud queues may be throttled or stopped. We continually take proactive measures to avoid any such occurrence.

2.2 Free Trial

From time to time, HSPL may offer Services for a limited period free trial. If Subscriber avails for a free trial, HSPL will make the applicable Service(s) available to Subscriber on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Subscriber registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Subscriber for such Service(s), or (c) termination by HSPL in its sole discretion. Additional trial terms and conditions may appear on the specific trial offer. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Any data Subscriber enters into the services, and any customizations made to the services by or for Subscriber, during Subscriber's free trial will be permanently lost unless Subscriber purchases a subscription to the same services as those covered by the trial, purchases applicable upgraded services, or exports such data, before the end of the trial period. Subscriber cannot transfer data entered or customizations made during the free trial to a service that would be a downgrade from that covered by the trial; therefore, if Subscriber purchases a service that would be a downgrade from that covered by the trial, Subscriber must export Subscriber data before the end of the trial period or Subscriber data will be permanently lost.

Notwithstanding the clauses related to representations, warranties, exclusive remedies, disclaimers and indemnification in this agreement, during the free trial the services are provided "as-is" without any warranty and HSPL shall have no indemnification obligations nor liability of any type with respect to the services for the free trial period unless such exclusion of liability is not enforceable under applicable law in which case HSPL's liability with respect to the services provided during the free trial shall not exceed INR 10,000.00. Without limiting the foregoing, HSPL and its affiliates and its licensors do not represent or warrant to Subscriber that: (a) Subscriber's use of the services during the free trial period will meet Subscriber's requirements, (b) Subscriber's use of the services during the free trial period will be uninterrupted, timely, secure or free from error, and (c) usage data provided during the free trial period will be accurate.

Notwithstanding anything to the contrary in the clauses on limitation of liability in this agreement, Subscriber shall be fully liable under this agreement to HSPL and its affiliates for any damages arising out of Subscriber's use of the services during the free trial period, any breach by Subscriber of this agreement and any of Subscriber's indemnification obligations hereunder. Subscriber shall review the applicable service's documentation during the trial period to become familiar with the features and functions of the services before making a purchase.

2.3 Free Services

HSPL may make Free Services available to Subscriber. Use of Free 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 Services are provided to Subscriber without charge up to certain limits as described in the Documentation. Usage over these limits requires Subscriber's purchase of additional resources or services. Subscriber agrees that HSPL, in its sole discretion and for any or no reason, may terminate Subscriber's access to the Free Services or any part thereof. Subscriber agrees that any termination

of Subscriber's access to the Free Services may be without prior notice, and Subscriber agrees that HSPL will not be liable to Subscriber or any third party for such termination. Subscriber is solely responsible for exporting Subscriber Data from the Free Services prior to termination of Subscriber's access to the Free Services for any reason, provided that if HSPL terminates Subscriber's account, except as required by law HSPL will provide Subscriber a reasonable opportunity to retrieve its Subscriber Data.

Notwithstanding the clauses related to representations, warranties, exclusive remedies, disclaimers and indemnification in this agreement, the free services are provided "as-is" without any warranty and HSPL shall have no indemnification obligations nor liability of any type with respect to the free services unless such exclusion of liability is not enforceable under applicable law in which case HSPL's liability with respect to the free services shall not exceed INR 10,000.00. Without limiting the foregoing, HSPL and its affiliates and its licensors do not represent or warrant to Subscriber that: (a) Subscriber's use of the free services will meet Subscriber's requirements, (b) Subscriber's use of the free services will be uninterrupted, timely, secure or free from error, and (c) usage data provided through the free services will be accurate. Notwithstanding anything to the contrary in the clauses related to limitation of liability in this agreement, Subscriber shall be fully liable under this agreement to HSPL and its affiliates for any damages arising out of Subscriber's use of the free services, any breach by Subscriber of this agreement and any of Subscriber's indemnification obligations hereunder.

2.4 Beta Services

Beta Services or Beta-State or Test-Services means features or functionalities that are released with a beta tag until it is graduated to active state or withdrawn, as the case may be. This may include temporary testing of features or functionalities which may or may not qualify to the active state. Such service may be identified as beta, limited release, early access, preview, pilot test, or with similar designation.

From time to time, HSPL may make Beta Services available to Subscriber at no charge. Subscriber may choose to try such Beta Services or not in its sole discretion. If you use any Services that have been identified as a "Beta-State" service, limited release, early access, preview, pilot test, or with similar designation, then your use of the Test Service is subject to the following terms:

- You acknowledge that the Test Service is a pre-release version and may not work properly.
- You acknowledge that your use of the Test Service may expose you to unusual risks of operational failures.
- You should not use the pre-release version of the Test Service in a live production environment. You must not use the Test Service in any hazardous environments, life support, or weapons systems.
- We may terminate the Test Service at any time, in our sole discretion.
- The Active-State version of the Test Service may change substantially from the pre-release version, and programs that use or run with the pre-release version may not work with the Active-State or subsequent releases.
- You are not entitled to any service level credits under our service level thresholds for downtime or other problems that may result from your testing.
- During the beta test we will provide only limited support for your use of the Beta-State.
- You agree to provide prompt feedback regarding your experience with the Test Service in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience. You agree that we may use your feedback for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your testing of the service shall be owned exclusively by HSPL.
- You agree that all information regarding your beta test, including your experience with and opinions regarding the Test Service, will be "Confidential Information" of HSPL, and may not be disclosed to a third party or used for any purpose other than providing feedback to HSPL.
- The Test Service is provided "as is", "with all faults", "as available" with no warranty whatsoever.
- HSPL disclaims any and all warranties with respect to the Test Service including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- The maximum aggregate liability of HSPL and any of its employees, officers, directors, agents, affiliates, or suppliers, under any theory of law (including breach of contract, tort, strict liability, and infringement) for harm to you arising from your use of the Test Service shall be at the sole unconditional discretion of a HSPL and the only remedy may be to issue service credit for an amount not exceeding INR 20,000 (Indian Rupees Twenty Thousand Only).

2.5 Custom Development

Custom Scope: If you encounter some unsupported services or functionalities, and if you ask us to implement a service or functionalities in a manner that is not customary for us, that will be executed on a separate service orders mutually agreed and signed between you and us. For the purchase and receipt of our professional services or custom development services, you will enter into one or more service orders with us. For each such service order, scope will be defined and mutually agreed separately. If there is a relationship with the master agreement, the same will be referenced accordingly. Such services will be treated as additional services not within the scope of this agreement; and subject to your payment of all applicable fees.

Custom Development means services as an extension of our platform to meet specific business needs. Standard scope may sometimes need some extensions or modifications to meet specific business needs and to align with your ways of business. We do not profess 'one-size-fits-all' approach and acknowledge the need for specific custom developments that you may need to strengthen the leverage from the use of our platform. HSPL remains open to supporting broad-ranging technology and business practices that promote greater alignment with your business. Our approach includes delivering custom features and functionalities on our platform tailored to meet your specific needs to create higher efficiency for you and your business.

Our custom development projects are scoped on a case-by-case basis and fall under separate service orders to create solutions that address needs that are specific to your business and in enhancing your leverage from the use of our platform and services. We work together with you to design and deploy features and functionalities that bridge our platform with your specific business needs.

If you engage us for custom development, HSPL will provide support development and deployment of additional features and functionalities as are decided in the separate service orders executed for this purpose. You acknowledge that custom development is provided on a best efforts basis as may be described in the service orders for the same and while HSPL will endeavor to provide desired features and functionalities, HSPL makes no guarantee that it will be able to meet all your needs as the custom development is done within the parameters of the overall platform design without compromising the service levels at large.

You will bear the cost for custom development and maintenance of such features and functionalities thereafter.

You acknowledge that the provision of such custom features and functionalities remains contingent on the service optimization of the platform at large, both before and after the release of such custom features and functionalities. HSPL provides no guarantees that the custom features and functionalities will remain

unaltered after they are released into the active-state. With the ongoing evolution of the platform, some scenarios may present in a way that may warrant modifications and/or discontinuation of such custom features and functionalities.

The custom features and functionalities will become an integral part of our platform and you shall have no rights on the same. The custom features and functionalities shall become and remain the sole property of HSPL. You shall not lay any claims as to the ownership of such custom features and functionalities or any part of the platform. Any intellectual property developed by HSPL during the performance of custom development shall belong to HSPL.

2.6 Custom Domain/URL

The platform supports the configuration of a custom domain, custom URL or custom subdomain. It allows you to opt for a domain or URL of your choice to access and use the service. HSPL shall configure the custom domain or URL based on a service orders executed by you. You may also associate your account or a site published from your account with your own domain name, which is registered or will be registered through the Internet Corporation for Assigned Names and Numbers ("ICANN"). Based on the service orders executed by you, you shall contract HSPL to register, renew, or transfer a domain name chosen by you. HSPL will procure and administer the custom domain on your behalf. You acknowledge that the availability of the desired domain name is not in the control of HSPL. HSPL shall submit the request to the domain name services provider (the Registrar) on your behalf. HSPL's sole responsibility is to submit the request to the Registrar. HSPL is not responsible for any errors, omissions, or failures of the Registrar. Your use of domain name services is subject to the Registrar's applicable legal terms and conditions. You acknowledge that your use of custom domain name registered with ICANN is subject to ICANN's policies, including without limitation, being bound by the terms of the ICANN Uniform Domain Name Dispute Resolution Policy located at ICANN's website and as may be amended or relocated from time to time.

Custom Domain/URL Configuration: HSPL shall undertake configuration of settings as per the needs of the platform to direct the chosen custom domain or URL to the defined webpage on the platform. There are two options for the configurations as follows:

- Limited Configuration: In this case you opt to set the custom domain/URL pointed to a site or webpage for open-read-only-access without activating the login functionalities on the platform using the custom domain. The domain will only allow access to content that is set for open-access public viewing.
- Full Configuration: This adds activating the Secure Socket Layer (SSL) protocol on the domain using a SSL certificate for safe browsing and secure data transfer through https. This option activates the login functionalities on the platform using the custom domain. In this case you or your linked-users can login, access secure data and also operate the Control Panel with admin and editing functionalities on the platform.

Rejection or Disabling of Custom Domain/URL: For rejection of domains before configuration, we may in our sole discretion reject any custom domain, URL or subdomain proposed by you with or without providing any reasons. Disabling of Domains after Configuration: If, after you have submitted a custom domain/URL/subdomain and we have completed the configuration or associated it with a webpage, we determine in our sole discretion that it violates the service terms or the MA, or if we receive a notice or claim alleging that any such custom domain/URL/subdomain violates or infringes any law or third-party right, we may disable the associated domain/URL and make reactivation of those webpages/sites conditional on your submitting a new custom domain/URL/subdomain acceptable to us. We reserve these rights irrespective of whether or not ICANN requires you to cease using a domain.

2.7 Third Party Applications and Services

HSPL or third party providers may offer Third Party Applications or services, including implementation, customization and other consulting services related to Subscribers' use of the Service. Except as set forth in the Service Order, HSPL does not warrant or support any such Third Party Applications or services, regardless of whether or not such Third Party Applications or services are provided by a third party that is a member of a HSPL partner program or otherwise designated by HSPL as "certified," "approved" or "recommended." Any procurement by Subscriber of any Third Party Applications or services is solely between Subscriber and the applicable third party provider.

HSPL is not responsible for any aspect of third party applications or services that you may procure, connect or integrate with our platform or use in connection with our services. We take no responsibility for any descriptions, promises or other information related to the foregoing. If you install or enable third party applications or services for use with our platform, you agree that HSPL is not responsible for your data privacy or security as may be exposed due to the interoperation of such third party applications with the platform, and any exchange of data or other interaction between you and the third party provider is solely between you and such third party provider. HSPL shall not be responsible for any disclosure, modification or deletion of your data resulting from any such access by third party applications or third party providers. No procurement of such third party applications or services is required to use the service.

Non-HSPL Applications and Your Data: If you install or enable non-HSPL applications for use with the platform and enable integration in any manner, you acknowledge that we may allow providers of those non-HSPL applications to access your data as required for the interoperation of such non-HSPL applications with the platform. We shall not be responsible for any disclosure, modification or deletion of your data resulting from any such access by non-HSPL application providers.

2.8 Programmatic Interfaces

Interoperability

Integration with Non-HSPL Applications: The Services may contain features designed to interoperate with Non-HSPL Applications. HSPL cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Subscriber to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-HSPL Application ceases to make the Non-HSPL Application available for interoperation with the corresponding Service features in a manner acceptable to HSPL.

Third Party Services: In connection with your use of the Services, you may be made aware of services, products, offers and promotions provided by third parties, and not by HSPL. If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party, and not HSPL, is responsible for the performance of the Third Party Services.

API Code Support

If you engage us for API Code Support Services (an application program interface plus any other programmatic interface, code, method, or process used to interface with our platform), HSPL will provide support for those aspects of code development and/or troubleshooting related to integrating and deploying applications with HSPL Services. Code support is limited to distinct, isolated issues within HSPL's scope of services. You acknowledge that code support is provided on a best efforts basis as may be described in the service orders for the same and while HSPL will endeavor to troubleshoot and provide workarounds for code development issues, HSPL makes no guarantee that code support includes resolution of code development issues submitted to HSPL. HSPL does not guarantee that any code developed as part of the code support will be error free or secure. Code developed as part of code support must be tested in a non-production environment. To the maximum extent permitted by law HSPL disclaims any and all warranties not expressly stated, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

API Code Support does not include: (a) making changes within your active product code; (b) support of the underlying application itself or application code review; (c) high-level design; (d) unsupported third-party technologies utilization and integration; (e) assistance with changing the software internals; and (f) support for non-specific code issues (for example, creating code for a project).

If you use code support, and submit code to HSPL in connection with the services ("your code"), you represent and warrant that you have the right to distribute and modify your code provided to HSPL in connection with code support. You also represent and warrant that additional licenses are not necessary for HSPL to use your code as required under code support. You agree that if we, our affiliates, or any of our or their respective employees, agents, or suppliers is faced with a legal claim by a third party alleging facts that constitute a breach of your representations and warranties in this clause, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages awarded, fine or other amount imposed on HSPL as a result of the claim. Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights and other intellectual property owned or developed prior to the performance of the code support. You grant HSPL a royalty-free, non-exclusive, sub-licensable, worldwide license to reproduce, modify and distribute your code for the sole purpose of enabling HSPL to provide code support in accordance with the agreement. Any intellectual property developed by HSPL during the performance of the code support shall belong to HSPL.

To the extent that your code includes any open source code, the parties agree that HSPL may contribute any modifications or developments it makes to open source code to an open source project. You shall at all times be solely responsible for any loss or restoration of altered files, data, programs or code.

2.9 Changes in Services

Your Consent

Business is dynamic and ever-evolving, and the ways of business (including but not limited to processes, models, structures and workflows) keep changing; sometimes gradually and sometimes rapidly. Therefore, we may from time to time amend the scope of our services and/or the features and functionalities of our platform to align the same with better ways of doing business. While we render services to you and also to many other subscribers, the changes, although implemented evenly across, may affect your business operations in varying degrees compared to other subscribers. In all cases, the changes will be deployed in the overall interest of all subscribers and the platform at large.

We may change, discontinue, or deprecate any of the services (or any portions including the services as a whole) or change or remove features or functionalities or URLs of the platform/services from time to time [without liability to you or anyone else]. However, as deemed necessary [solely at our unconditional discretion] we will make reasonable effort to notify you before we make any material change to or discontinuation of the services [mostly by an update on the platform or by electronic mail, as needed in the context].

You agree for us to undertake such changes as and when the need arises. We may or may not consult you while such changes are made. Description of such changes and the latest version of the Services will remain available in the documentation.

New Releases

HSPL reserves the right to, incrementally or substantially, modify, suspend, or discontinue any features and functionalities on the platform at any time without notice to you. We will make a modified or enhanced version of features, functionalities, modules or applications generally available to Subscribers. For example, HSPL may make changes to the workflows, materials, user experience and/or services at any time without notice. These updates and upgrades may cause changes to the platform that may or may not be aligned with your preferences. You acknowledge that such updates and upgrades are a regular part of provision and use of our services; and you approve of all such changes as are implemented with the updates and upgrades. You agree that we may establish new procedures for your use of the services as we deem necessary for the optimal performance of the services.

Discontinued Service

Features or functionalities or application may be retired by us without notice to you. Such components will no longer available as services on our platform. HSPL reserves the right to discontinue offering the service. If we discontinue a service component in its entirety, for which you have made an advance payment which is specifically identifiable to that service component, then we will provide you with a pro rata service credit for any unused fees for that particular service component that you may have prepaid.

Changes to the APIs

We may change, discontinue or deprecate any APIs for the platform from time to time. If needed [and feasible without affecting the overall shape, structure and specifications of the platform at that time], we will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for an overlapping period of time after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

3. Use of Services

3.1 Subscriptions

Unless otherwise provided in the applicable Service Order or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Service Order or in the applicable periodical account statement, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Subscriber agrees that its purchases are not contingent on the delivery of any future functionalities or features, or dependent on any oral or written public comments made by HSPL regarding future functionalities or features.

3.2 Usage Restrictions

Subscriber will not (a) make any Service or Content available to anyone other than Subscriber or Users, or use any Service or Content for the benefit of anyone other than Subscriber or its Affiliates, unless expressly stated otherwise in an Service Order or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering (including offering the Platform to third parties on an applications service provider or time-sharing basis), (c) use a Service or Non-HSPL Application to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-HSPL Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to anyone or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of HSPL intellectual property except as permitted under this Agreement, an Service Order, or the Documentation, (h) modify, alter, adapt, translate, copy or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Service Order or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Subscriber's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or apply any other method to derive the source code of any software included in the services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent. Further, you shall not (i) systematically access the platform using "bots" or "spiders", or any automated system that calls to the platform more frequently than may reasonably be performed by a human user using a standard web browser, or attempt to gain unauthorized access to the platform or their related systems or networks, or (ii) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright notices) of HSPL on or within the Platform or any copies of the Platform, or (iii) access or use the services in a way intended to avoid incurring fees or exceeding usage limits or quotas.

3.3 Usage Limits & Monitoring

Services and Content are subject to usage limits specified in Service Orders and Documentation. If Subscriber exceeds a contractual usage limit, HSPL may work with Subscriber to seek to reduce Subscriber's usage so that it conforms to that limit. If, notwithstanding HSPL's efforts, Subscriber is unable or unwilling to abide by a contractual usage limit, Subscriber will execute a Service Order for additional quantities of the applicable Services or Content promptly upon HSPL's request, and/or pay any invoice for excess usage in accordance with the terms of this agreement.

Normal Usage

The platform is subject to limits on platform entitlements most of which are published in the Control Panel. The limits are applied on a net current basis ie an as-is basis at any point in time. For instance, one user may be replaced by another user without consuming additional limit. Hence the limits can be reassigned to new users by replacing former users who no longer require ongoing use of the platform. Likewise, limits on content or products are applied on net current without considering replacements or deletions.

Abnormal Usage

In the event that we observe unfair or abnormal use of the platform by you, HSPL reserves the rights to put additional sanctions with extended restrictions. In such case the account may be 'put on alert' and additional usage limits may be added to include (but are not limited to) number of page views per month; bandwidth limit per month; and platform server time limit per month. While we will send you intimation about abnormal usage in your account and if your account is on put on alert, we reserve the rights not to provide any explanations. Hence we may or may not state reasons for the same.

- **Monthly Page Views:** Based on our billing rate, we will derive at the reasonable allowable page views per calendar month. The number of page views is calculated as the aggregate number of page views for all users in your enterprise plus all content published through your account, including pages served from all the platform servers (including origin and cache servers). Calendar months are measured in accordance with Indian Standard Time (IST).
- **Bandwidth Limits:** Bandwidth is calculated as the number of bytes served and received from all data in your Enterprise account, including from the platform servers (including origin and cache servers). Bandwidth limits are generally applied on a monthly basis. In the event of high-alert the same may be applied in rolling 24-hour periods.
- **Platform Server Time Limits:** Platform server time is calculated as the total server time required in generating pages for all the data in your Enterprise. Platform server time limits are generally applied on a monthly basis. In the event of high-alert the same may be applied in rolling 24-hour periods.

Disabling Account Usage

Generally, a warning is issued when usage levels are consistently above normal but not crossing 120% of normal. If your account usage levels range from 120% to 150% of normal, the account is put on alert. From 150% to 200% of normal, the account is put on high-alert. Over 200% is unacceptable usage level and warrants suspension or disabling of account usage. Depending on the impact on overall service optimisation, triggered by the rate of increase in usage, available response times are notified to you.

Disabling Usage Due to Continued Abnormal Usage: If the abnormal usage continues despite alert and high-alert intimations, HSPL reserves the unconditional discretionary rights to disable the services, either temporarily or permanently, as the case may be.

You may execute a fresh or revised service orders with additional entitlements to accommodate higher levels of usage.

Compliance with License/ Service Entitlements & Conformity with Intended Use

You agree that, HSPL or its authorized representatives will, upon ten (10) days' prior notice to you, have the right to inspect your records, systems, and facilities to verify that your use of any and all of the platform is in conformity with your valid licenses as per agreement with HSPL and the entitlements are used only as per your Purchased Services (and aligned with the intended use as per our agreement with you). For example, HSPL has the right to those of your records useful to determine whether your usage exceeds the allocated limits as agreed in service orders. If such verification process discloses that your use is not in conformity with a valid license/limit, you will immediately request valid licenses to bring your use into conformity.

HSPL may at any time ask you for usage related data and reports. You shall respond to such request within thirty (30) days. Should you fail to do so, HSPL has the right to (i) terminate the agreement or (ii) suspend the services for an undefined time period.

3.4 Monitoring and Analysis of Usage Data

No Obligation to Monitor: HSPL has no obligation to monitor your use of the platform or your data. However, you acknowledge and agree that HSPL has the right to monitor the platform electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the service properly, or to protect itself or its subscribers. HSPL will not intentionally monitor or disclose any private data unless required by law. HSPL reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of the service terms.

- **No Pre-Screening or Monitoring of Content:** You agree that HSPL has no obligation to pre-screen, verify, or monitor the content on the platform. We shall not be responsible for any failure to remove, or delay in removing, harmful, inaccurate, unlawful or otherwise objectionable content originating with or otherwise provided by you or other third parties.
- **Usage Data:** We collect and store information related to your use of the services. You agree that we may use this information for our general business purposes and may disclose the information to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.
- **Usage Reports:** Upon written request from HSPL, you agree to provide to HSPL a usage report with respect to our services. Such report may include (but not limited to) a list of all individuals you have added to your account, items listed. Each such report shall be certified by your authorized representative as to its accuracy.

Investigations

Screening: We do not review all content uploaded to the platform, but we may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behaviour (for example, patterns of activity that indicate spam or phishing, or keywords).

Disclosure: We may access or disclose information about you, or your use of the services, (a) when it is required by law (such as when we receive a valid subpoena or search warrant); (b) to respond to your requests for service support; or (c) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, our subscribers, or the public.

3.5 Subscriber Responsibilities

Subscriber will (a) be responsible for Users' compliance with this Agreement, Documentation, Policies, Service Terms and Service Orders, (b) be responsible for the accuracy, quality and legality of Subscriber Data, the means by which Subscriber acquired Subscriber Data, Subscriber's use of Subscriber Data with the Services, and the interoperation of any Non-HSPL Applications with which Subscriber uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify HSPL promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Policies, Service Terms, Service Orders and applicable laws and government regulations, and (e) comply with Service Terms of any Non-HSPL Applications with which Subscriber uses Services or Content. Any use of the Services in breach of the foregoing by Subscriber or Users that in HSPL's judgment threatens the security, integrity or availability of HSPL's services, may result in HSPL's immediate suspension of the Services, however HSPL will use commercially reasonable efforts under the circumstances to provide Subscriber with notice and an opportunity to remedy such violation or threat prior to any such suspension.

Registration & Activation

Account Creation: You must create an account associated with the Services in order to be eligible to receive the Services. To access the Services, you must create a Hotlink-account. For individuals, a User account is created - such a Hotlink-account is associated with a valid e-mail address. Unless explicitly permitted by the Service Terms, individual users may only create one account per email address. For entities (an organization, a company or any other legal entity), an enterprise account is created - such a Hotlink-account is created by an individual user authorized to represent the entity.

Correct Registration Information: You agree to: (a) provide true, accurate, correct, current and complete information about yourself as prompted by the registration form, if applicable, and (b) to maintain and update this information to keep it true, accurate, correct, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, HSPL has the right to terminate your account and refuse any and all current or future use of the platform and the services.

User Registrations: The platform requires registration of every user. So you agree that you must register and you will need to coordinate with other users like your employees, officers, directors and affiliates to register and direct/support them to activate their Hotlink-account to enable them to be added to the enterprise account.

Your Account is Your Responsibility

Most parts of the Hotlink-accounts are self-managed by the users. You are responsible for maintaining the confidentiality of your Hotlink-account password and you are solely responsible for all activities that occur under your password. You agree to take remedial action immediately of any unauthorized use of your password or any other breach of security related to the platform. HSPL reserves the right to require you to change your password if we believe that your password no longer is secure.

You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of the agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen.

Password Security

You choose your own login credentials (user ID and/or password) to create and operate your Hotlink-account. You are the only individual authorized to use your user-ID and/or password and for maintaining the confidentiality of your user-ID and/or password. You shall not permit or allow other individual to have access to or use your user ID and/or password. If you choose to share your user-ID and/or password with your agents/representative/delegate, you do so at your own risk and you solely remain responsible for the use of the Platform under your user-ID and/or password. You authorize and direct HSPL and all impacted subscribers to carry out all transactions initiated with your user-ID and/or password.

Adherence

- You undertake not to use the platform in a manner inconsistent with its design or documentation. As you access and use the platform, you will adhere to all laws, rules, and regulations applicable to your use of the Services, including the Documentation, Service Terms, policies, guidelines and other rules as defined on the platform.
- You may not download (other than page caching), or modify any portion of it, except with the express written or e-mailed consent of HSPL.
- By using the Platform, you warrant to HSPL that you will not use the Platform, or any of the content obtained from the Platform, for any purpose that is unlawful or prohibited by the Service Terms and by its policies.
- You shall (i) be responsible for compliance with the agreement by your users, personnel, consultants and associated account users, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the platform, and notify us promptly of any such unauthorized access or use, (iii) use the platform only in accordance with applicable laws and government regulations (including without limitation those pertaining to unsolicited email), (iv) comply with all applicable social media website terms of use in your use of social data, (v) only submit records for inclusion in the platform database that are accurate and up-to-date, and to which you have the necessary rights, licenses and/or permissions to submit; and (vi) only submit business contact records or company records for inclusion in the platform database.
- You shall not (a) sell, resell, rent or lease the platform, (b) use the platform to upload, store or transmit infringing, libellous, threatening, or otherwise unlawful or tortious material, or store or transmit material in violation of third-party privacy or publicity rights, (c) use the platform in whole or in part for the purpose of serving as a factor in establishing an individual's eligibility for credit, employment or insurance or for any other consumer initiated transaction, (d) use the platform to store or transmit malicious code, or (e) interfere with or disrupt the integrity or performance of the online platform.
- If you violate any of the Service Terms or Policies, your permission to use the Site automatically terminates. HSPL reserves unconditional rights to, either temporarily or permanently, revoke the license at any time with or without stating reasons for the same.

Multi-Tenant Environment

You acknowledge your understanding and agree to model of a multi-tenant environment for both online and offline services. You agree to share the platform with other subscribers. You agree that such sharing will require accommodation and cognizance towards the needs of others. This is not a dedicated deployment only for your business; hence any changes or customization has an overarching impact on all subscribers using the platform. While we work towards meeting your needs and expectations, we also pay attention to the overall service levels as it may relate to other subscribers besides you. You acknowledge that such sharing aggregates scale; and hence produces economies of scale that allow us to create cost efficiency at one end and also gives us the leverage to do more and advanced things in a shorter period of time.

Collaboration: You acknowledge and confirm your understanding that activities under the agreement require active participation from everyone involved (all parties/subscribers). Representatives from every subscriber will communicate and coordinate on a regular basis to maximize business efficiency. Since business and operational dynamics are ever evolving, it becomes imperative to maintain high levels of collaboration and coordination. You agree to collaborate on neutral basis for mutual business efficiency in the context of the digital trade processing services for operational excellence, performance improvement and business innovation.

Business Responsibility

While HSPL will provide the needed support, you will be fully and solely responsible for applying independent business judgment with respect to the processes, designs, frameworks, strategies, implementation decisions, and to determine further courses of action with respect to any matters that may arise from time to time in the context of our agreement.

Notwithstanding the scope of services under this agreement and service orders, you shall retain responsibility and accountability for (a) the management, conduct and operation of the your business and its affairs; (b) deciding on use of, choosing to what extent to rely on the suggestions, advice or support from HSPL, its directors, officers, employees and affiliates; (c) making any decision affecting your business/purpose; and (d) the delivery, achievement or realization of any benefits directly or indirectly related to your business/purpose. We may rely on any instructions or requests made or notices given or information supplied by you or your representatives, whether orally or in writing, by any individual whom we know to be or reasonably believe to be authorized by you to communicate with us in relation to the Services. Any advice, opinion, statement of expectation, forecast, suggestion or recommendation provided by us as part of fulfilling the responsibilities under the agreement shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

While the services shall be delivered with reasonable skill and care, we believe that you have the necessary knowledge, skill and experience to make your own decision with regard to your business/purpose. HSPL's scope under the agreement does not include undertaking any management function as a part of this agreement and hence you are fully and solely responsible for the advice, actions or inactions by us while providing services under the agreement unless such action, inactions or advice is in breach of any provisions of the agreement.

Services Management Agent

You agree that you will not interfere with any services management software agent(s) that HSPL installs on the platform - which may run parallel to your services. HSPL agrees that its agents will use only a minimal amount of computing resources, and will not interfere with your use of your services. HSPL will use the agents to track system information so that it can more efficiently manage various service issues. Your services will become "Unsupported" if you disable or

interfere with our services management software agent(s). You agree that HSPL may access your services to reinstall services management software agents if you disable them or interfere with their performance.

Removal of Content and Non-HSPL Applications

If Subscriber receives notice that Content or a Non-HSPL Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or Policies and Service Terms, Subscriber will promptly do so. If Subscriber does not take required action in accordance with the above, or if in HSPL's judgment continued violation is likely to reoccur, HSPL may disable the applicable Content, Service and/or Non-HSPL Application. If requested by HSPL, Subscriber shall confirm such deletion and discontinuance of use in writing and HSPL shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if HSPL is required by any third party rights holder to remove Content, or receives information that Content provided to Subscriber may violate applicable law or third-party rights, HSPL may discontinue Subscriber's access to Content through the Services.

Reporting Bugs and Defects

Subscriber shall report any deviation of the Services from the expected service ("Defect") to HSPL in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Subscriber shall forward to HSPL any useful information available to Subscriber for rectification of the Defect. In response, HSPL shall rectify any Defect within a reasonable period of time or provide a reasonable resolution for the same.

3.6 Access & Transmission of Data

Prerequisites - Consent to Conduct Business Electronically

The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities to do so. Your consent to do business electronically applies to the agreement, the Platform and any applicable business dealings with other subscribers. You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the platform and for paying all charges related thereto. In order to access and use our services; and to retain an electronic record of communications, you will need: a computer, a monitor, a connection to an internet service provider, internet browser software that supports 128-bit encryption, and an e-mail address. By selecting the "I accept" button and accepting the agreement, you are confirming to us that you have each of these and the means to access, and to print or download, communications.

You Must Have Internet Access

You are responsible for providing, at your expense, any access to the Internet and any required equipment. We do not provide ISP services. You must have your own internet service provider. DSL, cable or another high speed internet connection is required for proper transmission of the Service. You are responsible for procuring and maintaining the network connections that connect you to the platform, including, but not limited to, "browser" software that supports protocol used by the platform, including Secure Socket Layer (SSL) protocol or other protocols accepted by the platform, and to follow logon procedures for services that support such protocols. HSPL is not responsible for notifying you of any upgrades, fixes or enhancements to any such browser software or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by HSPL. HSPL assumes no responsibility for the reliability or performance of any connections as described in this clause. The Platform may cause your computer, without additional notice, and on an intermittent or regular basis, automatically to connect to the internet to facilitate your access to content and services that are provided to you by HSPL. In addition, the Platform may, without additional notice, automatically connect to the internet to update downloadable materials from these services so as to provide immediate availability of these services.

Transmission of Data

You understand that the technical processing and transmission of your electronic communications (any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the internet) is fundamentally necessary to use of the Service. You expressly consent to HSPL's interception and storage of electronic communications and/or your data, and you acknowledge and understand that your electronic communications will involve transmission over the internet, and over various networks, only part of which may be owned and/or operated by HSPL. You further acknowledge and understand that electronic communications may be accessed by unauthorized parties when communicated across the internet, network communications facilities, telephone or other electronic means. HSPL is not responsible for any electronic communications and/or your data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by HSPL, including, but not limited to, the internet and your local network.

3.7 Role-Based Access Control

Your designated administrator is responsible for role administration. You may self-manage role administration via the Hotlink Control Panel. When making permission changes with Role-Based Access Control, there may be a delay before the implementation of changes, including self-managed changes. Some changes may require you to logout and login again to start a fresh session for the changes to take effect. HSPL is not responsible for any loss that may occur due to the delayed implementation of changes.

Risk of Unintended Access to Your Data

The platform enables you to provide public access to your data stored in our online databases. It is very important that you carefully follow the instructions in the documentation and review your platform settings (including but not limited to settings for sharing of content, records, objects and visibility of list views) before publishing a site or enabling access to anyone to your data on the platform. If you publish a site or enable access to your data with settings that you did not intend, you could cause your confidential information stored in our online databases on the platform to be disclosed to unintended third parties or to the public.

HSPL is not responsible to you for unauthorized access to your data or the unauthorized use of the services unless the unauthorized access or use results from HSPL's failure to meet its security obligations stated in the agreement. You are responsible for the use of the services by any employee of yours, any individual

you authorize to use the services, any individual to whom you have given access to the Services, your linked users and any individual who gains access to your data or the services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

Avoid Careless Misuse

You shall cautiously select the users in your account strictly on a need basis. Harmless yet unwanted addition of users to your account may expose your account and its data to potentially meaningless access and action. You shall review the roles assigned to users on a regular basis to ensure that the same are aligned with the current needs and business realities of your enterprise. While you shall provide your authorized consultants, agents, auditors, counsels and other representatives, temporary access to the account, it is imperative that such access be revoked after the purpose is complete.

End User Violations

You will be deemed to have taken any action that you permit, assist or facilitate any individual or entity to take related to the agreement, your data/content or use of the services. You are responsible for end users' use of your account, data, content and the services. You will ensure that all end users comply with your obligations under the agreement and that the terms of your agreement with each end user are consistent with the agreement. If you become aware of any violation of your obligations under the agreement by an end user, you will immediately terminate such end user's access to your account, data, content and the services.

You agree to: (a) use reasonable security precautions in light of your use of the Services; (b) cooperate with HSPL's reasonable investigation of outages, security problems, and any suspected breach of the agreement; (c) immediately notify HSPL of any unauthorized use of your account or any other breach of security.

4. Data

4.1 Additional Definitions

User Account means a digital identity created for a user on the platform. All users are responsible for creating their own user accounts and do so of their own free will.

Personal Data means any information relating to an identified or identifiable person; an identifiable person being someone who can be identified, contacted or located, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that Person, or is defined as "personal data" or "personal information" by applicable laws or regulations pertaining to the electronic collection, storage or use of information about a person.

Data Subject means the identified or identifiable person to whom personal data relates.

User Data means personal data provided by a user directly to HSPL at the time of creating a user account.

Subscriber Data means electronic data transmitted and submitted to the platform by or for a subscriber for using the services offered by the platform, which may or may not include personal data.

Processing means any operation or set of operations which is performed on personal data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Controller means the person who determines the purpose and means of processing personal data.

Processor means the person who processes personal data on behalf of the controller.

Sub-Processor means any processor engaged by a processor for processing of personal data.

Third Party means any person other than the data subject, controller, processor and persons who, under the direct or indirect authority of the controller or processor, are authorized to process personal data.

Recipient means a person to whom personal data are disclosed, whether a third party or not. However, any legally competent authority which may receive personal data in compliance with applicable laws and regulations shall not be regarded as a recipient.

Supervisory Authority means a competent legal authority which has supervisory authority and legal jurisdiction over a subscriber.

4.2 Role of the Parties

HSPL is the processor for user, as well as subscriber data. HSPL is also the controller for user data collected directly from users at the time of creation of user accounts.

Subscriber is the controller of all subscriber data. The parties acknowledge that HSPL may engage sub-processors for the purpose of processing personal data for which subscriber is the controller.

4.3 Nature of Processing

HSPL processes user data for identifying users uniquely, enabling users to access services to which they are entitled through their affiliation with a subscriber, and for identifying usage patterns of its services with an aim to identify potential problems or avenues of improvement. HSPL may also use user data to monitor users' compliance with acceptable terms of use of the platform.

The parties agree that HSPL will process subscriber data solely for the purpose of providing services offered through the platform.

4.4 Obligations of HSPL

Processing

HSPL shall process subscriber data only for the purpose of providing and improving platform services, using appropriate automated and non-automated measures. HSPL will not process subscriber data for any other purpose.

In case HSPL is unable to comply with any of the requirements described in this agreement, it will promptly inform subscriber of its inability to do so, in which case subscriber shall be free to suspend its usage of HSPL services.

Confidentiality

HSPL shall ensure that confidentiality of subscriber data is maintained at all times, including informing and training its personnel about the confidential nature of subscriber data and appropriate practices and procedures for the handling of such data.

HSPL shall ensure that all personnel engaged in processing of subscriber data have executed written confidentiality agreements and that the obligations under such agreements survive termination of the personnel engagement. This will cover both HSPL's own employees and any sub-processors engaged by HSPL for the processing of subscriber data.

Security

HSPL shall ensure that subscriber data is handled in a secure and reliable manner. HSPL shall maintain appropriate technical and procedural measures to protect against unauthorized and accidental access, loss, alteration or disclosure of subscriber data.

HSPL shall also take reasonable steps on a periodic basis to ensure that the measures put in place to protect subscriber data are being followed effectively.

Limitation of Access

HSPL shall ensure that its access to subscriber data is strictly limited to those personnel who are responsible for providing the services offered by HSPL.

Notification Obligation

HSPL shall inform subscriber promptly if:

- In HSPL's opinion, an instruction from subscriber violates any requirement of this agreement, or that of any law or regulation applicable to the protection of personal data;
- Any non-compliance with the requirements of this agreement is detected by HSPL;
- Any notice, enquiry or investigation is received from a supervisory authority in relation to subscriber data for which the subscriber is the controller;
- A data subject submits a request to HSPL, exercising right of access, right to rectification, restriction of processing, erasure ("right to be forgotten"), data portability, object to the processing, or its right not to be subject to an automated individual decision-making relating to personal data for which subscriber is the controller.

Data Protection Officer

HSPL has appointed a person to act as a data protection officer, who is responsible for overseeing compliance with this agreement and liaising with subscribers on matters related to this agreement. The appointed person can be contacted by sending an email to [privacy \[at\] hotlink.com](mailto:privacy[at]hotlink.com).

4.5 Obligations of Subscriber

Subscriber, during its use of the services, shall comply at all times with the requirements of this agreement and those of applicable data protection laws and regulations, including any requirement to notify data subjects about the controller and processor for the said data. The responsibility for accuracy, quality and legality of subscriber data, and the means by which such data have been acquired by subscriber, shall rest solely with the subscriber. In this regard, subscriber specifically acknowledges that its use of the services does not violate the rights of any data subject to the extent applicable under applicable laws and regulations.

4.6 Processing Your Identification & Contact Information

We protect your registration information according to our privacy policies.

Changes to Your Email Address: In order to provide you with the communications, you agree to notify us promptly of any change in your email address. You can do so by logging on to Hotlink-account and following the steps to update your profile information.

You acknowledge that in accessing certain HSPL services through the platform you may upload certain data from your account(s) such as employee and vendor names, addresses and phone numbers, purchases, and sales among others, to the internet. You hereby grant HSPL permission to use information about your business and usage experience to enable us to provide the services to you, including updating and maintaining your data, addressing errors or service interruptions, and to enhance the types of data and services HSPL may provide to you in the future. You also grant HSPL permission to combine your company information with that of others in a way that does not identify you or any individual personally to improve services and to compare business practices with other service/platform standards.

You undertake, at the time of providing your personal/entity information on the Platform or in any service orders or otherwise to provide HSPL with (i) the exact official name of the company or other entity party to the agreement, (ii) the exact first name and surname of the representative(s) who will execute and deliver the service order(s) and the agreement, being specified that only representatives authorized to act for and on behalf of such company or other entity may execute the service order(s) and the agreement, (iii) the exact address of the registered office of such company or other entity, (v) the email address on which such company may be reached, and (vi) the postal address on which such company or other entity may be reached. Should any of the above be amended, you

undertake to notify HSPL of any such amendment. Should you fail to do so, any notification sent to you at the address, email address or postal address provided to HSPL shall be deemed to have been properly delivered to you.

4.7 Protection of Subscriber Data, Privacy, Security & Control

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

Privacy Policy: Your access to the services is via a HSPL-controlled website. As such, your interaction with the website, and any PII that may be collected by the website, is governed by the HSPL Privacy Policy located at <https://hotlink.com/privacy>.

Security Policy: HSPL agrees to follow security procedures at least as stringent, in HSPL's reasonable judgment, as those described in the security policy located at <https://hotlink.com/security>.

Data Controller: You are and shall remain the data controller of the content you upload or provide as part of the services/ platform. HSPL is a service provider to you and has the role of data processor. HSPL does not own or otherwise act as data controller of the content. It is your responsibility to verify that the security and privacy protections offered by the services/ platform are adequate and in compliance with all applicable laws governing the type of data included in the content which is uploaded in or provided to the services.

Your Data Security: You acknowledge that you are solely responsible for taking steps to maintain appropriate security, protection and backup of your data. You are solely responsible for determining the suitability of the services/ platform in light of the type of your data used with the services/ platform. We do not maintain any knowledge or control over your IT system(s) {whether or not integrated/interfaced with our platform} and the data you store on your system, including the content, quantity, value or use of such data. You are therefore responsible for taking all reasonable steps to mitigate the risks inherent in storing or transmitting your data between our platform and your IT system(s), including data loss.

4.8 HSPL Access to Your Data/Content

You acknowledge that the structure of the HSPL systems used in connection with the services makes it technically possible for HSPL to access your data/content; however, the nature of the services is such that direct access to your data/content by HSPL is not intended. In the event HSPL is required to access your data/content, HSPL will not use or disclose your data/content to non-HSPL third parties except: (i) with consent or as otherwise directed or instructed by you; (ii) in furtherance of or in connection with performing services pursuant to the agreement; (iii) to respond to duly authorized information requests of police, law enforcement, or other governmental authorities; (iv) to comply with any applicable law, regulation, subpoena, discovery request or court order; (v) to investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity; (vi) to enforce/protect the rights and properties of HSPL or its affiliates or subsidiaries; or (vii) with the prior informed consent of the data subject about whom the PII pertains.

Grant Use of Your Data/ Content to Provide Services

You do not grant to us any rights in or to your intellectual property except such data, content and/or information as may be required for us to perform our obligations under the agreement. As between you and us, you own all right, title, and interest in and to your data/content. Except as provided in the agreement, we obtain no rights under the agreement from you to your data/content, including any related intellectual property rights. You consent to our use of your data/content to provide services to you or your subsets (if any).

You hereby grant and agree to grant to HSPL, under all intellectual property rights embodied in the content, a limited, a non-exclusive, non-perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, import, distribute, modify and distribute modifications of, perform, create and distribute derivative works of, copy, and display data/content, solely in connection with HSPL's provision of services (including support of services) to you. The license granted in this clause includes the right of HSPL to sublicense its subsidiaries and affiliates providing all or part of the services on behalf of HSPL to achieve the foregoing.

4.9 Storage & Backups

Crowded Host Process: You agree that we may migrate your data within the same data center or to alternate data centers if we determine in our reasonable judgment that server migration is required to remediate service degradation or shared resource constraints. In each case we will give you reasonable advance notice and use all reasonable endeavors to minimize the effect that such change will have on your use of the services.

Backup Copy: HSPL recommends you to make regular backup copies of your data and content. You have the option to create a snapshot or backup of your data, however, it is your responsibility to initiate the snapshot or backup and test your data backup to determine the quality and success of your backups. Although the data on our platform may be used as the active version, you agree that you will maintain at least one additional current copy of your data and content stored somewhere other than our platform. In this regard, you are responsible for performing and testing restores as well as testing your systems and monitoring the integrity of your data.

4.10 Records and Audit by Customer

HSPL will ensure that platform adheres to appropriate quality, security and performance standard and supports business continuity. Customers retain the right to conduct security audits, no more than once in twelve (12) months, by engaging mutually agreed independent experts to confirm HSPL's compliance with the security requirements contained herein. You shall provide adequate notice for the same; and the plan and approach must be mutually agreed with HSPL. In such cases, all costs related to such audits including the cost of the independent experts plus administration time costs for HSPL shall be borne by you. In addition to the cost of such audit/ review, HSPL may charge a management fee surcharge as higher of (a) 20% of the cost of such audit/review; or (b) INR 250,000 plus applicable taxes.

HSPL will maintain, for the relevant period, all records in whatever form, having regard to the nature of the records, which relate to the services and the HSPL's obligations under good accounting practices, good record keeping practices, standards and procedures and good industry practice. You will have the right to audit books and records of HSPL relating to our agreement for services provided to you. Such audit shall be conducted by you or any third party authorized by you (chosen in consultation with us and such third party will be bound by confidentiality obligations) during business hours and after giving prior intimation, of at least ten (10) days' prior notice, to HSPL. HSPL will give every assistance to, and make the records available to you.

4.11 Rights of Data Subjects

To the extent legally permissible, a data subject may submit a request to access, rectify, erasure, restrict processing of, object to processing or its right not to be subjected to automated individual decision-making in relation to their personal data on the platform by sending an email to the data protection officer at privacy [at] hotlink.com.

4.12 Sub-Processors

Authorized Sub-Processors

Subscriber agrees that HSPL may use sub-processors to provide services under this agreement. HSPL will notify subscriber at least 30 calendar days in advance of engaging any new sub-processor. If subscriber objects to a new sub-processor, then, without prejudice to any other clause of this agreement, subscriber shall have the right to suspend its usage of HSPL's Services.

Obligations of Sub-Processors

HSPL agrees that it will sign up sub-processors after having evaluated their competence and readiness to comply with the processing requirements described in this agreement. HSPL shall discontinue its processing arrangement with any sub-processor who fails to comply with the requirements of this agreement.

List of Sub-Processors

Sub-Processor	Country	Purpose	Details
Amazon Web Services	India	Computing and Storage	https://aws.amazon.com/service-terms/

4.13 Transfer Mechanisms for European Data Transfers

HSPL is committed to providing secure and reliable digital services to subscribers. One part of this commitment is dedicated focus on issues related to protection of data.

This section governs international transfers of personal data within HSPL and to sub-processors in accordance with requirements of the European Union's General Data Protection Regulation (GDPR). The requirements of this section are in addition to those described previously in this document.

Scope

The content of this appendix apply to personal data submitted to a service provided by HSPL by subscribers in:

- European Economic Area (EEA) member states for whom processing activities for the relevant personal data are governed by GDPR; or
- Non-EEA member states who have contractually specified to HSPL that GDPR and implementing national legislation shall apply to processing activities for the relevant personal data.

Processing Operations and Transfers

Purpose of Processing

HSPL processes personal data provided by subscribers solely for the purpose of providing services offered through the platform.

Nature of Personal Data Processed

During its use of the services, a subscriber may submit personal data of the following types:

- Name, including first/ given name, family/ surname, middle names
- Legal entity name
- Title/ position/ designation
- Contact information, including address, phone number(s) and email address(es)
- Location data
- Any other data supplied in the form of web content that may be of a personally sensitive nature.

HSPL does not determine or recommend any category of personal data to subscribers. The choice of selecting personal data to process resides solely with subscribers.

Confidentiality

As the controller of subscriber data, it is the responsibility of subscriber to maintain confidentiality of personal data submitted to any service. This includes subscriber's obligation to anonymize, obfuscate, correct, update or delete personal data where required by applicable law or regulation, or in response to a request from a data subject.

Data Transfers

Subscriber agrees that the right of selecting the geographical region where subscriber data is processed is solely at the discretion of HSPL and that HSPL shall be at liberty to choose the best possible location for processing subscriber data to continually match the requirements of this agreement. Subscriber data, including personal data, may be transferred to and maintained on computers outside of your state, province, country or other jurisdiction, where data protection laws may differ from those in your jurisdiction.

If you are located outside of India, please note that we currently transfer data to and process it in India. You agree that by submitting information for processing represents your agreement to transfer data to and process it in India.

4.14 California Consumer Privacy Act

The Parties agree that for the purposes of the California Consumer Privacy Act (CCPA), Company acts as a CCPA Service Provider for Subscriber Personal Data, neither that Subscriber does not sell Subscriber Personal Data to Company, nor does Company sell any Personal Data to Subscriber, and that Company Processes Subscriber Personal Data solely for the purpose of providing Services offered through this website.

The Parties agrees to abide by the requirements of the CCPA, including avoiding any action that would cause the other Party to be deemed to have sold Personal Data or Personal Information under the CCPA.

5. Content on the Services

The contents of the Services, including those anywhere on the Platform, are intended for your non-commercial use only. All materials published or available on the Services (including, but not limited to text, photographs, images, illustrations, designs, audio clips, video clips, "look and feel," metadata, data, or compilations, all also known as the "**Content**") are protected by copyright, and owned or controlled by HSPL or the party credited as the provider of the Content. HSPL also owns copyright in the selection, coordination, compilation, and enhancement of such Content ("**Arrangement**"). You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Service.

The Services and Content are protected by copyrights, trademarks, patents, trade secrets, database rights, sui generis rights and other intellectual or proprietary rights therein pursuant to international laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in the next clause), create new works from, distribute, perform, display (including framing and inline linking), communicate to the public or in any way exploit, any of the Content (or its Arrangement) or the Services (including Software) in whole or in part.

You may download or copy the Content and other downloadable items displayed on the Services for your personal use only, provided that you maintain all copyright and other notices contained therein. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from HSPL, or the copyright holder identified in the copyright notice contained in the Content.

5.1 User Generated Content

Includes submissions including comments, reader reviews and more

If you upload, post or submit any content on the Service, you represent to us that you have all the necessary legal rights to upload, post or submit such content and it will not violate any law or the rights of any person. You shall not upload to, or distribute or otherwise publish on to the Services any libellous, defamatory, obscene, pornographic, abusive, or otherwise illegal material. You shall not impersonate anyone else or otherwise misrepresent your identity, affiliation or status. You agree not to provide material and misleading information knowingly and with intent to defraud. You shall not upload to, or distribute or otherwise publish on to the Services any malware, viruses, spyware, or other malicious software or files to the Services. You shall not use automated means to upload to, or distribute or otherwise publish onto, the Services any content.

Be courteous. You agree that you will not threaten or verbally abuse other members, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or "spam."

Use respectful language. Like any community, the online conversation flourishes only when our members feel welcome and safe. You agree not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for immediate and permanent suspension of access to all or part of the Services.

Debate, but don't attack. In a community full of opinions and preferences, people always disagree. HSPL encourages active discussions and welcomes heated debate on the Services, but personal attacks are a direct violation of these Terms of Service and are grounds for immediate and permanent suspension of access to all or part of the Service.

The Services shall be used only in a non-commercial manner. You shall not, without the express approval of HSPL, distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services.

You acknowledge that any submissions you make to the Services (i.e., user-generated content including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) (each, a "**Submission**") may be edited, removed, modified, published, transmitted, and displayed by HSPL and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions made to the Services may also be included in our RSS feeds and APIs and made available for republishing through other formats.

You grant HSPL a perpetual, nonexclusive, world-wide, royalty-free, sub-licensable license to the Submissions, which includes without limitation the right for HSPL, or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, communicate to the public, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed, any Submission posted by you on or to the Services or any other website owned by HSPL, including any Submission posted on or to the Services through a third party.

You are solely responsible for the content of your Submissions. However, while HSPL does not and cannot review every Submission and is not responsible for the content of these messages, HSPL reserves the right to delete, move, or edit Submissions that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, in violation of these Terms of Service, or otherwise unacceptable.

By making a Submission, you are consenting to its display and publication on the Site and in the Services and for related online and offline promotional uses.

5.2 Suggestions & Feedback

Suggestions or Feedback means all suggested improvements to our platform or services that you provide to us. It includes all suggestions, comments, improvements, or other feedback about our platform/services that anyone provides to us either directly or indirectly.

Community Involvement: In today's interconnected world, no platform team can operate in a vacuum. Industry leaders, partners, and researchers must share information and collaborate in order to maintain the highest levels of innovation, security and performance. That's why HSPL takes active interest in our agreement with our users and enterprises for collaborative improvement efforts. We know that the time we invest in sharing ideas translates into helping ensure all our features and functionalities, and our overall services adhere to best practices — and better the overall information outcomes for both you and us.

HSPL welcomes and provides you with a mechanism to provide feedback, suggestions and ideas, if you choose, about its platform and services. You agree that HSPL may, in its sole discretion, use the feedback you provide to HSPL in any way, including in future modifications of the platform, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant HSPL a perpetual, worldwide, fully transferable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute and display the feedback in any manner and for any purpose.

You have no obligation to provide us with ideas, suggestions, feedback or proposals. However, if you submit suggestions and feedback to us, then you grant us all rights to such materials in the suggestions and feedback provided to us.

5.3 Content Contributors, Faculty & Council Members

Content Contributors include but are not limited to Faculty, Influencers, Thought-Leaders, Authors, Storytellers, Opinion-Leaders, Subject Matter Experts, Industry Professionals and Partner Program participants (as detailed further in this agreement).

Grant of Rights/License: You grant HSPL the following rights/license to any and all content which you furnish, publish, post, submit or otherwise provide for consideration for publication on any websites, blogs or other digital or mobile media platforms dedicated to any Service (collectively the "Work"): a) Worldwide rights to publish in any or all editions/versions of the Publications (defined as Hotlink.com, emails, white-papers, newsletters and other such media by whatever name it is may be called) including domestic and foreign, whether in the English language or translated into a foreign language, including any successor, similar or replacement versions thereof; b) The right to use the Work as it appears in the Publications in advertising and promoting Hotlink, its publications and/or its products as well as the right to excerpt and create teasers and summaries of the Work; c) Non-exclusive rights to republish, store, syndicate, distribute and/or sell reprints of all or any portion of the Work in any language and in any country; d) The right to use your name and likeness in a fair and dignified manner and to publish information about you in connection with the advertising and promotion of the Publications; e) All rights granted by this agreement are granted in perpetuity and applicable in all media including, but not limited to, all electronic media, internet, wireless or mobile platforms whether now known or hereafter created.

Copyright/Coverage: Except for the rights granted us hereunder, you retain all rights, including copyright, in the Work. We intend that this agreement shall cover Works published in any of the Publications after the date of this agreement.

Representations and Warranties; Indemnification; Conflict of Interest: a) You represent and warrant that you will be the sole author of the Work or else credit all who you work with; that the Work will be original and not previously published in any form; that the Work will not knowingly contain any untrue statements or material that is deceptive, fraudulent or intentionally misleading, that it will not knowingly invade any right of privacy or infringe upon any statutory or common law copyright or otherwise violate the rights of any third party or any applicable law or regulation and that all statements in the Work which are asserted as facts are true and are based upon reasonable research for accuracy. You agree to cooperate in the defence of any legal action brought against Hotlink arising from the publication of your Work and you agree to retain all notes, drafts and copies relating to the Work for three (3) years from acceptance. b) You agree and represent that you will disclose to Hotlink in writing any actual or potential conflict of interest, including but not limited to any financial interest in any product, firm, or commercial venture relating to the subject of the Work. c) You agree and represent that You will not use your association with Hotlink to advertise or otherwise promote or identify yourself in any speaking agreements or public appearances without the prior written consent of Hotlink. In addition, You will not use your association with Hotlink to solicit or accept free or discounted gifts or services. d) You agree and represent that you will clear, at your expense, the rights set forth in this agreement for any third party content you include in the Work. If you do not, you shall not include such content in the Work. e) You shall indemnify Hotlink and hold Hotlink harmless against any liability, cost or expense including reasonable attorneys' fees incurred as a result of any breach of your representations or warranties. f) You acknowledge and agree that HSPL will edit and review your Work in its discretion.

Liability of Content Contributors: Hotlink, in its sole discretion, may publish, withdraw, postpone or alter any content you provide. You understand that you are responsible for any legal claims arising from the work you provide and that Hotlink intends to treat such Work as covered by safe harbour provisions of freedom of internet. This is in line with the internet legislation in the United States covered by Section 230 of the Communications Decency Act's safe harbour or similar such regulations in other countries -- No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

Contributor Guidelines/Conditions: You agree to abide by the terms of the Contributor Guidelines provided and herein below and in the Documentation as amended from time to time, which are incorporated herein by this reference. You also agree to periodically check the guidelines for any amendments. Note: Your failure to follow the Guidelines/Conditions, particularly those pertaining to copyright infringement, will result in termination of this agreement.

Relationship of the Parties: Nothing herein shall be construed to create an employer-employee relationship between Hotlink and You. You are an independent contributor and not an employee or agent of Hotlink or any of its subsidiaries or affiliates. You have the right to control the means, manner and method by which you create the Work and you assume responsibility for the quality, scope and accuracy of the Work.

5.4 Forward-Looking Statements

Our platform and documentation may contain express or implied forward-looking statements, which are based on current expectations and outlook of the management. These statements relate to, among other things, our expectations regarding management's plans, objectives, and strategies for the platform and services. These statements are neither promises nor guarantees, but are subject to a variety of risks and uncertainties, many of which are beyond our control, and which could cause actual results to differ materially from those contemplated in these forward-looking statements and such statements are current only as of the date they are made.

Safe Harbour: You understand and acknowledge that some of the content published by us on the platform is intended to outline the general direction of our offerings (platform, applications, services, solutions or otherwise). It is intended for informational purposes only, and may not be incorporated in any contract. It is not a commitment to deliver any service, material, code, or functionality, and should not be relied upon in making engagement contracts or related decisions. The development, release, and timing of any features or functionality described for our platform and applications remains at the sole discretion of Hotlink. Further, any communication and statements mentioned in our website, presentations, documents, marketing material, collaterals, emails, discussions or otherwise may include viewpoints, interpretations, analogies, hypothesis, predictions, estimates, claims or other information that might be considered forward-looking. While these forward-looking statements represent our current judgment on what the future holds, they are subject to risks and uncertainties that could cause actual results to differ materially. You are cautioned not to place undue reliance on these forward-looking statements, which reflect our opinions only as of the date of the communication. Please keep in mind that we are not obligating ourselves to revise or publicly release the results of any revision to these forward looking statements in light of new information or future events.

6. Standard Business Terms

6.1 Fees and Payments

You agree to pay the fees charged by HSPL and comply with the payment procedures and terms defined in the agreement, service orders and the documentation, as may be amended from time to time.

Fees and Pricing

You shall pay all standard fees for our services at the then prevailing pricing; or that applicable to your account; or the fee specified in the service orders executed between you and us. Except as otherwise specified herein or in a service orders, (i) unless agreed in writing fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) the service limits purchased cannot be decreased during the relevant subscription term stated on the service orders.

Professional services fees are case-by-case based on scope of work; agreed in respective service orders and payable as per agreed schedule along with reimbursement of incidental expenses (out-of-pocket expenses incurred in connection with our services).

Special Pricing Programs: If free or discounted pricing programs are offered covering certain usage of the services (each, a "special pricing program"). We may stop accepting new sign-ups or discontinue a special pricing program at any time. Standard charges will apply after a special pricing program ends or if you exceed the limitations by the special pricing program. You must comply with any additional terms, restrictions, or limitations (e.g., limitations on the total amount of usage) for the special pricing program as described in the offer terms for the special pricing program or on the pricing terms for the eligible service(s). You may not access or use the services in a way intended to avoid any additional terms, restrictions, or limitations (e.g., establishing multiple accounts in order to receive additional benefits under a special pricing program), and we may immediately terminate your account if you do so.

Multiple Pricing Offers: If we make multiple discounts or pricing options for a service available to you at one time, you will only be eligible to receive one discount or pricing option, and will not be entitled to cumulative discounting and pricing options.

Taxes: Unless otherwise stated, our fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added use or withholding taxes (collectively, "Taxes"). You are responsible for paying all taxes associated with the use of our services, excluding taxes based solely on HSPL's net income, property or employees. If HSPL has the legal obligation to pay or collect taxes for which you are responsible under this clause, the appropriate amount shall be invoiced to and paid by you.

GST on Export/ Import of Services: HSPL bills services to you from India. If you are not in India, we bill the services as export from India to you. You are responsible for any reverse tax implications of GST or other similar taxes on sale/purchase of such services. You also agree and unconditionally indemnify HSPL for any demands raised by the authorities in your country including the cost of responding and resolving such demands.

Price Revision: We shall reserve the right to revise our pricing, change the basis of pricing and/or adjust the frequency of our pricing at any time at our sole discretion without prior notice to you. You acknowledge and agree that such changes in pricing is subject to the ever-evolving dynamics of the business which may impact the provision of our services at the level and basis as existed at the time you engaged us for the services. We may or may not state the reasons for the revision or changes. We shall intimate you of the change and how it affects the computation of your fees thereafter.

Invoicing and Payment

The parties acknowledge that invoices will be submitted electronically by HSPL.

Monthly Fees: We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your account is over the credit limit deemed reasonable for your size and nature of service relationship with us to avoid the risk of non-payment. We hold sole and unconditional discretion in deciding the credit limit we can extend to you.

Our fees are payable in advance. If the fees are calculated based on actual trade throughput, you shall maintain adequate advance deposits with us to cover the upcoming throughput for a period no less than 3 months in advance. You are responsible for providing complete and accurate billing and contact information to us, and notifying us of any changes to such information.

Payment: You will pay us the applicable fees and charges for use of the services as per the service orders using one of the payment methods we support. All amounts payable under the agreement will be made without setoff or counterclaim, and without any deduction or withholding.

Overdue Charges: Our invoices are payable either in advance or on presentation. If any charges are not received from you by the due date, then at our discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month from the date such payment was due until the date paid.

Suspension of Platform: If any amount owing by you under this or any service order(s) for our services is 15 or more days overdue, we may, without limiting our other rights and remedies, accelerate all your unpaid fee obligations towards us so that all such obligations become immediately due and payable, and suspend our services to you until such amounts are paid in full. We will give you at least 5 days' prior notice that your account is overdue before suspending services to you.

Payment Disputes: In the event you dispute in good faith any portion of HSPL' invoice, you must pay the undisputed portion of the bill and submit a written claim for the disputed amount documenting the basis of your claim. All claims must be submitted to HSPL within fifteen (15) days of receipt of the invoice. You waive the right to dispute the charges not disputed within the time frame set forth above. We shall at our sole discretion not exercise our rights for overdue charges or for suspension of platform if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.2 Intellectual Property Rights & Ownership

Intellectual Property Rights means collectively all rights in copyrights, inventions, trademarks, domain names, service marks, designs, ideas, applications, features and functionalities, content, business models, methods, processes, systems and procedures, patents, discoveries, trade secrets or any original works which any Party may at any time create, own, adopt, use, or register with respect to the business, services, products or otherwise. Intellectual Property Rights include (i) all right, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property and, (v) all extensions and renewals thereof (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same (viii) any knowledge, material, ideas or content created in the course of agreement under the agreement or otherwise during the course of employment by an employee.

Reservation of Rights

No right, title or interest in any intellectual property right transfers to the other party, except for the limited rights stated in the Agreement. HSPL reserves all rights not expressly granted to you in the agreement: Subject to the limited rights expressly granted hereunder, HSPL, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights.

Hotlink reserves all of its intellectual property rights in the Platform, Services and Content. Further, any intellectual property developed by HSPL during the performance of the services shall belong to HSPL. Any new inventions, designs or processes evolved as a result of the license of the platform, you acknowledge that the same shall be the property of HSPL. You shall not during or at any time after the expiry or termination of the agreement in any way question or dispute the ownership by HSPL thereof.

Platform Rights: The platform is protected by copyright, trade secret and other intellectual property laws. HSPL owns the title, copyright, and other worldwide intellectual property rights in the platform and all copies of the same - and other intellectual property placed on the platform. The structure, organization, design, specifications, applications and source code of the platform are the valuable trade secrets and confidential information of HSPL.

Each Retain Their Own Intellectual Property

Each party/ subscriber hereto retains all right, title and interest in and to its respective intellectual property. Each party/ subscriber shall (a) not claim any right, title or interest in or to the Intellectual Property of any other party/ subscriber, by registration or otherwise, other than the right to use the same under all agreed terms and conditions and exclusively for the purpose of complying with its obligations under the agreement; (b) inform the other party in writing of any actual or potential infringements, of the intellectual property of such party or of any third party's intellectual property or proprietary rights which come to its attention and shall provide all assistance and information required by such party in connection with and for activities within reasonable means to restrain any such infringement or attempt of such infringement.

Subscription Includes Only Grant of Limited License to Use

Licensed, Not Sold - Platform Ownership Only with Hotlink: The Platform is licensed, not sold, only in accordance with this agreement. The platform, applications, websites, domains, software and any online assets are owned by HSPL. Our platform currently consists of various web pages that are configured to operate from alternate domains and URLs as well as digital content on such pages/sites. The platform may expand, shrink or change from time to time. HSPL grants you only a limited license to access and make use of the platform to the extent of your scope entitlements until the end of the validity period, only in accordance with this agreement and service orders. Such limited license is a non-exclusive, revocable (in accordance with the terms of the agreement), worldwide, non-transferable right, without any right to sub-license, to use our platform to the extent of the scope entitlements specified in the service orders executed by you. Platform is provided on an 'as-is' basis and we may change, discontinue, add, modify or remove features or functionalities from the Services from time to time.

License by Subscriber to Use Feedback, Contributions, Suggestions & Corrections

Subscriber grants to HSPL and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable, perpetual license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Subscriber or Users relating to the operation of HSPL's or its Affiliates' services. You acknowledge and agree that your contribution to the platform or service as well as any portion thereof shall be the sole property of HSPL from date of creation thereof and shall be returned to HSPL as and when required by HSPL and in any case prior to the expiry or termination of the agreement or any related service order(s).

Subscriber is not obligated to provide Hotlink or its Affiliates with any suggestions, enhancement requests, or other feedback about the Services or related technology. However, if Subscriber does provide any feedback to Hotlink, Hotlink may use and modify it without any restriction or payment. You may choose to or we may invite you to submit comments or ideas about improvements to the Service, our API, our platform, or any other component of our products or

services (“Ideas”). If you submit an Idea to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Idea. You also agree that Hotlink has no fiduciary or any other obligation to you in connection with any Idea you submit to us, and that we are free to use your Ideas without any attribution or compensation to you.

License by Subscriber for Non-HSPL Applications

Subscriber grants HSPL, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-HSPL Applications and program code created by or for Subscriber using a Service or for use by Subscriber with the Services, and Subscriber Data, each as appropriate for HSPL to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Subscriber chooses to use a Non-HSPL Application with a Service, Subscriber grants HSPL permission to allow the Non-HSPL Application and its provider to access Subscriber Data and information about Subscriber’s usage of the Non-HSPL Application as appropriate for the interoperation of that Non-HSPL Application with the Service. Subject to the limited licenses granted herein, HSPL acquires no right, title or interest from Subscriber or its licensors under this Agreement in or to any Subscriber Data, Non-HSPL Application or such program code.

Your Intellectual Property

Rights to Back-up Your Data: As between HSPL and you, all title and intellectual property rights in and to your data is owned exclusively by you. You acknowledge and agree that in connection with services, HSPL as part of its standard services protocols makes frequent backup copies of the your data in and associated with your account and stores and maintains such data for a period of time consistent with HSPL’ standard business processes.

Your Data in Shared Databases: In a multi-tenant environment with shared platform databases, from time to time, your data may also get linked with the data/records of other subscribers in your business network or otherwise. To the extent necessary, HSPL reserves the right to retain your data to ensure availability and use of such data/records for other subscribers. You acknowledge the relative needs and interdependence; and agree to grant the rights to HSPL to maintain a copy of your data as may be needed to meet such requirements of business records for HSPL or other subscribers of the platform.

6.3 Confidentiality

Confidential Information means all information disclosed by a party/subscriber (“Discloser”) to the other party/subscriber (“Receiver”), 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 Subscriber includes Subscriber Data; Confidential Information of HSPL includes the Services and Content, and the terms and conditions of this Agreement and all Service Orders (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. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser, (ii) was rightfully known to the Receiver prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without any confidentiality obligations and without breach of any obligation owed to the Discloser, or (iv) was independently developed by the Receiver without breach of this agreement. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties/subscribers in connection with the evaluation of additional HSPL services.

Protection of Confidential Information - Limited Use and Non-Disclosure

As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiver will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable degree of care) to (i) not use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Discloser in writing, limit access to Confidential Information of the Discloser to those of its and its Affiliates, employees, consultants or contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiver containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Service Order to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, HSPL may disclose the terms of this Agreement and any applicable Service Order to a subcontractor or Non-HSPL Application Provider to the extent necessary to perform HSPL’s obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

Compelled Disclosure

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

6.4 Representations, Warranties and Disclaimers

Representations

Each party represents that (i) it has validly entered into this Agreement and has the legal power to do so; (ii) the agreement constitutes a valid and binding agreement against each other; (iii) it is not subject to any contractual restriction that will in any way limit it in performing any of the obligations under this agreement; (iv) its performance under this agreement does not and will not infringe the intellectual property rights of a third party; and (v) that it shall maintain adequate internal controls, policies and procedures in order to protect the intellectual property rights of other party and other subscribers to this agreement, and shall maintain these internal controls, policies and procedures throughout the term of the agreement.

No Warranties

To the maximum extent permitted under Law, Hotlink provides the Platform, Services and Content to the Subscriber "as is", "with all faults", "as available" and without warranties of any kind. Except for the warranties stated in this section, Hotlink makes no representation or warranty about the Services, including, without limitation, that the Services will be uninterrupted, error-free, current, timely, available, effective, accurate, free of harmful components or free of viruses or malicious code (Trojan horses, worms, spyware or similar contamination or destructive features), fail-safe or that any content (including your content or the third party content) will be secure, reviewed or not otherwise lost or damaged. To the fullest extent permitted under applicable law, Hotlink disclaims any implied or statutory warranty, including, without limitation, any implied warranty of title, non-infringement, merchantability, fitness for a particular purpose, scope of license, or satisfactory condition or quality. To the fullest extent permitted by law, HSPL disclaims any warranties for the security, reliability, legality, completeness, operability, timeliness and performance of the services/ platform; including any implied warranties or conditions arising from course of dealing or usage of services.

Other Disclaimers

Disclaimer of Changes to Platform: While we continue to put all reasonable efforts within our means to ensure that the functionalities of the platform (excluding the data/content) is not materially altered from what you are using at any time, we do not warrant that all changes to the functionalities and processes related to the platform/services will all be favourable for you. As the platform evolves dynamically, we will continue to make choices for the larger good for all subscribers it may involve trade-offs in some use-case-scenarios and/or for some subscribers/ subscriber preferences. You acknowledge and agree that we hold unconditional discretion in making decisions on the changes to the functionalities/processes/anything related to the platform/services.

Suitability: You are solely responsible for the suitability of the service chosen, including the suitability as it relates to your business or data and the security of your integrated systems, as applicable in your context.

Data/Content: We make no warranties about [and you assume all responsibility and risk for your use of] the data, content, information or material within/on the services/ platform.

Mismatch with Documentation: We do not warrant that the services/ platform will achieve in all material respects the functionalities described in the Documentation.

No Statutory Compliance Obligations: HSPL expressly disclaims any representations or warranties that your use of the services/ platform will satisfy any statutory or regulatory obligations, or will assist with, guarantee or otherwise ensure compliance with any applicable laws or regulations. You assume all responsibility for determining whether the service or the information generated thereby is accurate or sufficient for your purposes.

Third-Party Performance: We make no warranty about the performance of any [third-parties goods and services] used in combination with Hotlink Services, including, without limitation, other subscribers, sub-contractors (engaged by or on behalf of us or by you or by other subscribers or otherwise), service providers who bundle and offer a comprehensive suite of solutions, integrated/ complementing/ aligned non-HSPL-applications or other third party products or services, other deployment or implementation tools or any other third-party vendors. Further in this regard, you acknowledge that HSPL does not own and operate its own technology infrastructure and resources; and engages or integrates third party services, [partially or fully], including but not limited to servers, data centers, code components and other online tools to run the platform and for storage, retrieval and processing of data and records. Although, we invest reasonable efforts in evaluation, assessment and diligence in selection of technology service providers, we make no representation or warranty whatsoever regarding the performance of such products and services, and any issues or failure of such technology service providers to match the service levels or continually fulfil the promised services under this agreement. Also, HSPL may from time to time change and shift the configuration of services to dynamically match the then current requirements or may [partially or fully] shift from one third party technology service provider to another. HSPL explicitly disclaims and disowns the performance, relevance or other issues and liabilities as it pertains to any third-party technology service provider.

Open Source Software/Code: In the event we deploy any open source software/code as part of the services (including for example software licensed under the Apache, GPL, MIT or other open source licenses) then such open source software/code is subject to the terms of the applicable open source license. There are no warranties provided with respect to any open source software/code and all implied warranties are disclaimed. In the event of any conflict between the terms herein and the applicable open source license with respect to any open source software/code, the terms of the applicable open source license shall control.

Risks inherent in internet connectivity, cybersecurity and cyber-attacks that could result in the loss of privacy, data, confidential information and intellectual property are disclaimed and you expressly hold us harmless in the event of such loss or breach owing to any reason.

Disclaimer of Consequences: We specifically disclaim any liability for any actions resulting from your use of any services/ platform. You may use and access the services/ platform at your own discretion and risk, and you are solely responsible for any business risk, any damage to your computer system/ network or loss of data that results from the use and access of any services/ platform.

Exclusive Remedies for Breach of Warranties

For any breach of a warranty in this agreement, each party's exclusive remedies are those as described in the "Termination" section of this agreement.

6.5 Mutual Indemnification

Indemnification Scope: Hotlink will defend and indemnify Subscriber, its Affiliates, and their respective directors, officers and Subscriber Users from and against all third-party claims to the extent resulting from or alleged to have resulted from (a) the Services' infringement of a third party's intellectual property right; or (b) Hotlink's material breach of the Agreement. Subscriber will defend and indemnify Hotlink, its Affiliates, and their respective directors, officers and employees from and against all third-party claims to the extent resulting from or alleged to have resulted from (y) the infringement of a third party's intellectual property right by any content, data or other information uploaded into Hotlink's system or otherwise provided by Subscriber; or (z) Subscriber's material breach of the Agreement.

Indemnification Procedures: Each party will promptly notify the other in writing of any third-party claim. The indemnifying party will (a) control the defence of the claim; and (b) obtain the other party's prior written approval of the indemnifying party's settlement or compromise of a claim. The indemnified party will (y) not unreasonably withhold or delay its approval of the request for settlement or compromise; and (z) assist and cooperate in the defence as reasonably requested by the indemnifying party at the indemnifying party's expense.

Exclusive Remedy: This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any third party claim described in this section.

6.6 Limitation of Liability

10.1 Limitation of Liability. In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this agreement exceed the higher of INR 10,000 or the total amount paid by Subscriber and its affiliates hereunder for the services giving rise to the liability in the three-months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Subscriber’s and its affiliates’ payment obligations under the “fees and payment” section of this agreement.

10.2 Exclusion of Consequential and Related Damages. In no event will either party or its affiliates have any liability arising out of or related to this agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, 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. The foregoing disclaimer will not apply to the extent prohibited by law.

6.7 Term and Termination

Term of Agreement. This Agreement commences on the date Subscriber first accepts it and continues until all subscriptions hereunder have expired or have been terminated. This agreement is applicable at all times until you hold an active account on the platform and/or there is a valid service order active between us.

Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Service Order. Except as otherwise specified in a Service Order, 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 Service Order, renewal of promotional or one-time priced subscriptions will be at HSPL’s applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term’s per-unit pricing.

Suspension: Upon providing advance written notice to Subscriber, Hotlink may suspend Subscriber’s access to the Services if Subscriber is in breach of the Agreement and the suspension will continue for as long as reasonably necessary for Subscriber to remedy the breach. Any such suspension will not relieve Subscriber from its obligation to pay Hotlink in respect of the Services. If all service orders under this agreement have expired or been terminated, then either party may terminate this agreement for convenience by providing written notice to the other party.

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.

Effects of Termination: Termination of the agreement shall be without prejudice to any rights that may have accrued for both you and us before termination and all sums due shall become payable in full when termination takes effect. In no event will termination relieve Subscriber of its obligation to pay any fees payable to HSPL for the period prior to the effective date of termination. Taxes and levies as applicable at the time of billing will be additionally reimbursed by you to us.

Survival, Return or Destruction, Non-Disclosure of Confidential Information

Surviving Provisions: Termination of the agreement shall not affect those provisions hereof that by their nature are intended to survive such termination. In specific, the sections/ clauses titled “Confidentiality”, “Intellectual Property Rights & Ownership”, “Warranties and Disclaimers”, “Mutual Indemnification”, “Limitation of Liability”, “Term and Termination” and “General Provisions” will survive any termination or expiration of the agreement.

Survival: In case of termination of the agreement for any reason, the Receiver will return all the Confidential Information back to the Discloser and the confidentiality obligation shall survive termination of the agreement. The confidentiality and non-use obligations under the agreement will expire on the later of (a) the fifth anniversary of the Effective Date, or (b) the fifth anniversary of the conclusion of the Authorized Purpose.

Return or Destruction of Confidential Information: Upon completion of the Authorized Purpose and in the absence of any further agreement between the Parties, Discloser or Receiver each will cease all use and make no further use of the Confidential Information disclosed to it and will, upon written request from the Discloser, promptly return or destroy all Confidential Information (including copies thereof), which is in tangible form (including electronic imaging of Confidential Information) and any documents created by the Receiver containing Confidential Information. If requested, the Receiver will provide to the Discloser written certification of destroyed Confidential Information within ten (10) days of the destruction thereof.

7. General Provisions

7.1 General Terms

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. Both parties shall prevent conflict of interest and avoid circumstances, which pertain thereto.

Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Any party shall not be responsible for any act, omission or commission on the part of the other party.

Employees of Each Their Own. Under no circumstances will any employee of one party be deemed to be the employee of the other. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes and statutory obligations.

Subcontracting. Each party may, at its own reasonable discretion, use subcontractors to perform all or any part of its obligations under this agreement; and it may share/transfer confidential information of the other party as part of any such subcontracting. Unless otherwise stated in the terms, such party will be responsible for the performance by the subcontractor and its personnel and their compliance with the obligations under the agreement.

Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

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

Severability. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the contextual intentions and the remaining provisions will not be affected. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, and it cannot be reasonably modified, such provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Service Orders), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

7.2 International Borders

The platform, services, content, and your use of the platform, services, and content, are subject to Indian and international laws, restrictions, and regulations that may govern the import, export, and use of the platform, services, and content. You agree to comply with all the laws, restrictions, and regulations.

Availability: Pages describing the services are accessible worldwide but this does not mean all services or service features are available in your country, or that user-generated content available via the services is legal in your country. We may block access to certain services (or certain service features or content) in certain countries. It is your responsibility to make sure your use of the services is legal where you use them. Services are available in English language only.

International and export issues: HSPL administers this platform from its office in India. HSPL makes no representation that the HSPL platform is appropriate or available for use outside India and access to the HSPL platform from territories where its services or content are illegal or restricted is prohibited. If you choose to access the HSPL platform from outside India, you do so at your own initiative and are responsible for compliance with applicable laws. You agree to comply with all applicable export and re-export restrictions and regulations of any Indian or foreign agencies and authorities in connection with your use of the HSPL platform and to not, in violation of any laws, transfer, or authorize the transfer, of any materials to a prohibited country or otherwise in violation of any laws.

Cross Border Data Transfers: If you are required to comply with international data protection laws and regulations governing the international or cross-border data transfer of PII, you may request us to provide the data centers in which the infrastructure for the services and content are housed with details of their location. You are responsible for the compliance regarding PII data transfer in relation to your account and in the context of your usage of the platform.

Export Compliance. The Services, Content, other HSPL technology, and derivatives thereof may be subject to export laws and regulations. You and HSPL each represents that it is not named on any denied-party list. You will not permit any User to access or use any service or content any country or region or in violation of any export law or regulation.

7.3 Governing Law and Jurisdiction

You agree and consent that any and all litigation between you and HSPL relating to this Agreement will take place exclusively in India and you consent to the exclusive jurisdiction of the courts in New Delhi, India. Each party agrees to this as the applicable governing law without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the courts in New Delhi, India.

7.4 Dispute Resolution

The parties agree to maintain the confidential nature of all disputes and disagreements between them, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. Each party agrees to the following stages of dispute resolution:

- Stage 1 Negotiation - Before exploring external legal relief options, provide written notice to other party of the specific issues in dispute (and referencing the specific portions of any clause between the parties and which are allegedly being breached). Parties will allow minimum thirty {30} days for response and pursue with an open and constructive dialogue to find a resolution.
- Stage 2 Mediator - If unresolved in Stage 1, parties will mutually appoint a mediator on shared costs in the next thirty {30} days after the negotiation fails; and work with such mediator to resolve the dispute.
- Stage 3 Sole Arbitrator - If unresolved in Stage 2, dispute shall be referred to a sole arbitrator mutually appointed by the parties within a period of next thirty {30} days after the mediation fails. All arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996.
- Stage 4 Separate Arbitrators - If unresolved in Stage 3, then each party shall appoint its own arbitrator in the next thirty {30} days after Stage 3 fails; and the two arbitrators so appointed shall appoint the third arbitrator. All arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996.

The venue for all stages shall be [New Delhi, India] and the language used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the parties and shall be enforceable in any competent court of law, and the parties agree to be bound thereby and to act accordingly. The arbitral tribunal may (but shall not be required to), award to a party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).

7.5 Notice

Effective Time of the Notice: Notices provided by personal hand delivery, by email or by facsimile transmission will be effective one business day after they are sent. Notices provided by registered post or certified mail/courier will be effective three business days after they are sent (if sent from within India) or 15 business days after they are sent (if sent from outside India).

Language. All communications and notices to be made or given pursuant to the agreement must be in the English language.

Manner of Giving Notice: Except as otherwise specified in the agreement, all notices, permissions and approvals hereunder shall be in writing. The notice may be sent by email, post or fax.

Mode of Notice to You: Unless otherwise specified in writing in the service orders executed between us, all notices to you shall be addressed to the account administrator then associated with your account or other contact designated by you for your account on the platform. We may provide the legal notice to you by sending a message to the email address of such account admin or contact as the case may be. In the event the notice needs to be posted, your postal address will be selected in the order as follows: (i) address provided in the service orders signed between us; (ii) address then associated with your account on the platform; (iii) address then associated with your recent transactions on the platform; or (iv) such other address as you last provided to us by written notice or otherwise.

Notice to Us: To give us notice under the agreement, you may email us at legal@hotlink.com (only if email notices are mutually allowed) or by post at the address -- The Director, Hotlink Services Pvt Ltd, Kedar Square L29/5, DLF Phase 2, Gurugram 122008, Haryana, India.

7.6 Miscellaneous Terms

Consent for Electronic Communications: All parties may communicate via electronic mail. On the basis that in consenting to this method of communication you accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that either parties shall perform virus checks and undertake other general precautions in this regard. When you visit the platform or send e-mails to HSPL, you are communicating with HSPL electronically. You consent to receive communications from us electronically. We may respond to you by e-mail or by posting notices on the platform. You agree that all such notices, disclosures, and other communications that HSPL provides to you electronically satisfy any legal requirement that such communications be in writing. Likewise, you also consent to receive/send communications from/to other subscribers. You agree that all such notices, disclosures, and other communications that you exchange electronically with other subscribers on the platform satisfy any legal requirement that such communications be in writing.

Name Only Publicity with Non-Disclosure of of Details of Transaction: Except for mention of names, either party shall not use, without the other party's prior written consent in each instance, the characters, artwork, designs, trade names, logos, trademarks or service marks of the for any purposes including but not limited to reference in any promotional material or medial release. In this regard, each party may only disclose the fact that this agreement exists where we render/rendered services to you and mention the kind of work performed for reference purposes, and may mention all particulars which have already been made publicly known. Beyond this publicly known fact of this agreement, no oral or written release of any statement, information, advertisement or publicity matter having any reference to either party, express or implied, will be used by the other party or on the other party's behalf, unless and until such matter will have first been submitted to and received the approval in writing of the party whose name is being used.

English Language: If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern.

Attorney Fees. You shall pay on demand all of our reasonable attorney fees and other costs incurred by us to collect any fees or charges due to us under the agreement following your breach of the terms of the agreement or for any failure to pay the amounts due from you to us.

Contractual Eligibility Rules related to Minors: No minor should be given rights to areas which may need contractual authority. In cases where you have authorized a minor to use the services, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the services; and (iii) the consequences of any action by the minor. In such an event, the act will be deemed to have been performed by the authorized signatory of the account and will be binding on the party.

Force Majeure. Hotlink will not be liable for failure to perform any obligations under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, court orders, pandemics, lockdowns and any other cause beyond Hotlink's reasonable control). Hotlink will notify Subscriber of the force majeure event within a commercially reasonable time and will use commercially reasonable efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible after such event concludes. No liability or loss of rights hereunder shall result to Subscriber from delay or failure in performance caused by force majeure.

7.7 Construction & Interpretation: Reading this Agreement

Unless the context of this agreement otherwise requires:

- Substance over form – the meaning and intent will prevail over the typographical presentation/composition in this agreement.
- Typographically this agreement is not case-sensitive. Therefore, reference to a defined term shall include all cases of the same – upper case, lower case, sentence case or any combination thereof.
- Unless explicitly defined, words denoting singular shall include the plural and vice versa.
- Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. In addition to terms defined in the definitions, certain terms may be defined elsewhere in this agreement and wherever such terms are used in this agreement, they shall have the meaning so assigned to them.
- Unless explicitly defined, words denoting any gender shall include all genders or any other legal entity unless the context otherwise requires.
- Graphics may be used to simplify understanding or to provide an overview. Such graphics are not open for free interpretation. Terms stated in text will prevail over the inexplicit interpretation of such graphics. In all cases, our interpretation of such graphics will prevail over your or any other interpretation.

- Any reference in this agreement to “writing” includes email and a reference to telegram, telefax, electronic mail or comparable means of communication; and “signed” includes confirmation by email or digitally signed documents or scanned copies of a physically signed document.
- Titles, headings and captions in this agreement are inserted for convenience and none of them shall have any force or effect -- and shall not affect the construction of any provision of this Agreement; and the interpretation of the various clauses shall not be influenced by any of the said headings or captions. Likewise, brackets are used in many clauses simply to aid ease in reading and comprehension, and will not in any way impact or modify the meaning of the clause as if such text was not placed in such brackets and is read without such brackets.
- Any numbering with “X.” as the prefix will be read to relatively inherit the numbering from the immediate parent section/ clause number as the value of “X”. Likewise, “X+n” or “X-n” will hold relative reference to “n” clauses after or before the clause in which it is mentioned.
- All references in this agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the date of this agreement) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.
- The terms “hereof” “herein” “hereby” and derivatives or similar words refer to this entire agreement.
- Whenever this agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.
- References to the recitals, clauses, schedules and appendices shall be deemed to be a reference to the recitals, clauses, schedules and appendices of this agreement unless otherwise specified in this agreement.
- References to the word “include” shall be construed without limitation.
- Any payment, which is to be made on a day, which is not a Business Day shall be made on the next Business Day of the same month (if there is one) or the preceding Business Day in the same month (if there is not).
- The use of the word “including” in this agreement shall be read to mean “including without limitation.”

7.8 Modifying the Agreement

Revision to Service Order: Any modification, amendments or waiver to the Service Order must be in writing and explicitly agreed/ signed by both parties. No change, modification, or termination of any of the terms, provisions, conditions or waiver of any provision of the Service Order shall be effective unless made in writing and signed by all parties.

Modifying the Agreement & Documentation: Hotlink may modify this Agreement (including Documentation, Service Terms, Policies and Guidelines incorporated by reference) at any time, solely with prospective effect, effective upon the posting of an updated version at www.hotlink.com. Hotlink will notify Subscriber of any such modifications either by publishing on the platform, in an email message, or through other reasonable means. When changes are made to the Agreement, Hotlink will post a new version on the platform, which will include all changes and a revised “Last updated” date. If Subscriber does not agree to any modifications, Subscriber (including its personnel) must either initiate a revision to Service Order or must immediately stop using the Services. Subscriber’s (or any of its personnel’s) continued access of the platform or use of the services, constitutes acceptance of the modified Agreement. You are responsible for regularly reviewing the latest and most current version of this agreement. Notices of amendments are deemed delivered as of the first time that you log on to the platform [or into the control panel as the case may be] after the time that the update notice is posted.

Revision to Service Order in response to the Changes in Agreement: In response to the changes in the agreement, you may initiate a dialogue to make changes to the service orders and modify the terms thereof. Such response will only be limited to the modified clauses. You expressly confirm your understanding that since the agreement and documentation is applicable across the diversified cloud ecosystem on the overall platform with diverse set of subscribers, from time to time it may demand refinements and revisions to terms and conditions to maintain a fair and balanced relativity amongst subscribers. In the event, that you are not aligned with any change to the MA, you may negotiate with us to revise the service orders by signing an addendum or by signing a completely revised version of the service order with the edited version of the clauses on which such misalignment is observed. By order of precedence, the edited version of clauses in service order will supersede the clauses in agreement. By continuing to access the platform or use our services after thirty {30} days of any modifications to this agreement are posted on the platform, without any notice for revision of service order, the revised agreement will be deemed to be accepted by you and you agree to be bound by the modified terms.

8. Partner Program

At any time and for that timeframe, if you have elected, applied and enrolled into the Partner Program (“Program”), then in addition to this agreement, terms in this section and Partner Program Terms will apply; along with the policies, guidelines or other requirements published on the Partner Portal as is available at pp.hotlink.com - collectively called “Partner Terms” or “Partner requirements”). Such terms are applicable to you and your personnel at all times during the term of your participation in the Program.

By applying to join the Program, accessing the content on the Partner Portal, or otherwise participating in or accepting any Program benefits, Partner accepts this Agreement and all partner requirements.

Partner Program is designed to help partners of Hotlink refer/ sell hotlink services and to deliver solutions to their customers. Partner’s participation in this Program is voluntary.

8.1 General Terms of Partner Program

(a) Program levels. The Program is open to qualifying companies, any other legal entities or individuals that offer access to customers, or sell, or provide client referral, or that build extended solutions with, or provide integration services for, or provide access to plugins and extensions for, Hotlink services.

(b) Eligibility. To be eligible to participate in the Program, Partner must at all times during the Term comply with all Partner requirements. The applicable requirements vary depending upon the Program category in which Partner wishes to participate or may even vary based on the mutual understanding specifically with you.

(c) Enrolment. Partner will be enrolled after it: (i) applies and verifies its eligibility; (ii) accepts this Agreement and Partner Terms; (iii) is accepted by Hotlink; and (iv) if an annual Program fee is applicable to the Program category that Partner has selected, pays the then-current, annual Program fee. Hotlink will notify Partner if and when its enrolment is complete.

(d) Administration. Hotlink will administer the Program and its benefits through Program-related notices and reports. Hotlink may communicate with Partner to: (i) administer the Program; (ii) give Partner information about the Program, including market outreach, events and training opportunities; (iii) invite Partner to participate in surveys and any other opportunities; and (iv) give Partner information and Hotlink Materials (e.g., sales and marketing information) to help it deliver solutions based on Hotlink services, all in Hotlink's discretion.

(e) Changes. Hotlink may change or discontinue the Program, in whole or in part, in its discretion. Hotlink will give Partner at least 30 days' notice, via email or the Partner Portal, if Hotlink intends to discontinue the Program. Hotlink will send such notices not provided through the Partner Portal to the current email of the Partner on record provided to Hotlink. Partner is responsible for checking the Portal regularly for all other changes. Partner Portal changes are effective on the date the changes are posted. Changes do not apply retroactively.

8.2 Partner Program Benefits

So long as Partner is fully in compliance with this Agreement and all Program requirements, it will be entitled during the Term to receive benefits generally as described in this Agreement (including the Portal). All Program benefits (including those described below in this Section) are subject to changes from time to time at the sole discretion of Hotlink. Benefits may vary by the category in which Partner is participating in the Program, competency, country, and other relevant criteria in Hotlink's discretion. Access to or participation in certain Program categories or benefits may require payment of fees, may have additional or separate terms, or any combination of these. Any such requirements will be disclosed to Partner before it accepts such benefit. Partner must pay any such fees and accept any such additional or separate terms before accessing or using any Program benefit, as applicable. Any such separate or additional terms are deemed incorporated by reference in this Agreement, but solely as applicable to the benefit with which they were provided. Partner's access to or use of the applicable Program benefits constitutes Partner's acceptance of any such additional fees or separate or additional terms. Partner will use Program benefits according to this Agreement. Any Program benefits (and access to any Hotlink Materials provided through or in connection with any Program benefits) are provided "as is", "with all faults", "as available", and without warranties, guarantees, or services levels of any kind. Hotlink's provision of any such benefits to non-Program participants is not a breach of this Agreement. Delivery of certain benefits depends on Partner's full and timely cooperation and on Partner's information being complete and accurate. Without limiting the above, the following terms apply to certain Program benefits to the extent they remain in the Program.

(a) Partner Portal. Partner will ensure that its relevant employees become familiar with the Partner Portal and consult it regularly to receive communications and notices from Hotlink, including updates to policies, processes, best practices, and other information. Use of or access to the Partner Portal (or certain of its functionalities) may be subject to separate or additional terms. Partner's personnel will use the Partner Portal responsibly, and Partner will permit only its authorized personnel to access it.

(b) Hotlink Materials. Hotlink may, from time to time, provide Partner with access through the Partner Portal to various Hotlink Materials, such as: (1) guidelines to help Partner provide the "best of Hotlink" to their customers; (2) marketing collateral; (3) best practices to leverage/ implement Hotlink services; and (4) other information. Any such Hotlink Materials must be used solely in accordance with this Agreement (including any terms specific to those Hotlink Materials as specified on the Partner Portal).

(c) Partner Pages. Hotlink may, during the Term, make available one or more online web properties to showcase various Program participants or other participants in Hotlink's ecosystem (each, a "Partner Page"). Each Partner Page may feature trademarks, logos, company names, and descriptions of, and other content and links or online buttons for, such participants, all as determined by Hotlink in its discretion. The look and feel and functionality of any Partner Page will be determined by Hotlink in its sole discretion. For clarity: (1) Partner Pages will be informational only and have no ecommerce or other transactional functionality; and (2) planned Partner Pages include Hotlink's official public "partner" directory (i.e., the "Partner" directory and successors) and Hotlink's internal "partner" directory for Hotlink's sales and Partner operations teams. Hotlink will make all decisions regarding placing and promoting various Program participants within any Partner Page, other Hotlink online properties, or other Hotlink Collateral. If Partner is invited to provide content for a particular Partner Page, its right to participate is contingent on timely providing Hotlink with all applicable content for the page, in form and substance acceptable to Hotlink. Hotlink may edit any content provided by Partner to comply with its content guidelines, formatting requirements, or otherwise. Certain Partner Pages or other Hotlink online properties may allow third parties to comment on and rate Program participants. Hotlink may use those ratings and other data to determine placement, marketing, or availability of Program benefits. Partner will not attempt to manipulate, and waives and releases Hotlink from all claims related to, any such ratings. All Partner Page content provided to Hotlink by or on behalf of Partner is deemed licensed to Hotlink as described in this section of the agreement.

(d) Support. Hotlink will establish Partner support protocols for Program participants, as further described in the Partner Portal. For clarity, under no circumstances is Hotlink obligated to provide any such support to Partner's customers under this Agreement or under any other agreement with Partner, and Hotlink has no obligation to provide any particular quantity or frequency of support through such channels.

(e) Beta and event access. Hotlink may, from time to time, invite Partner to participate in applicable Hotlink programs to provide Partner with pre-commercial-release access to, and software or service licenses for, new versions (if any) of Hotlink services, all as determined by Hotlink. Hotlink may also invite Partner to participate in other events applicable to Partner Program participants.

8.3 Other Partner Terms

Partner materials license. Partner grants to Hotlink, effective as of Partner's delivery of any Partner materials to Hotlink, under all of Partner's applicable intellectual property and other proprietary rights, the following worldwide, non-exclusive, royalty-free, fully-paid-up license: (i) to install, access, and use such materials to perform under and in relation to this Agreement; and (ii) to the extent this Agreement, the Program, or the Partner Portal contemplate distribution by Hotlink (or its Affiliates or subcontractors), to modify, localize, copy, and make derivative works of such materials; to publicly perform and display and distribute such materials (in the form provided by Partner or as modified, localized, or recast as a derivative work in accordance with the license granted under this Section for their intended purposes). The license granted under this Section is for, and will be irrevocable during, the Term.

Partner marks. Partner grants Hotlink a nonexclusive, non-transferable, limited, royalty-free license to use Partner's trademarks, logos, symbols, and names in any Program-related Collateral, including by identifying Partner in advertisements or promotions for the Program.

***** End of agreement *****