

END-USER LICENSE AGREEMENT

IMPORTANT

1. READ CAREFULLY:

- 1.1. This End User License Agreement ("EULA") is a legal agreement between you ("you" and/or "your") and **Sankhyasutra Labs Limited** ("Company") for your use of the Company's high-performance computing ("HPC") product and services ("Services") which may include, (i) the software forming part of the Services (whether pre-embedded or otherwise) and/or utilized for the purposes of usage of the HPC product ("Software") where such Software is provided by Company and/or its affiliated companies and/or its third-party suppliers and/or its licensors; and (ii) any content forming part of and/or made available to you through the Services ("Content").
- 1.2. BY USING THE SERVICES, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN, DO NOT USE THE SERVICES. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF AN ENTITY (SUCH AS YOUR EMPLOYER), THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY.

2. SCOPE

- 2.1. By subscribing to use the Services, or otherwise having access to, receiving, and/or using the Services, you acknowledge to have read, understood and you consent to be governed and bound by this EULA. If you do not understand the EULA, or do not accept or agree to any part of them, then you should not use the Services.
- 2.2. This EULA is an electronic record under the Information Technology Act, 2000 (as amended/re-enacted) ("IT Act") and rules thereunder and is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2021, which mandates for publishing of rules and regulations, privacy policy and terms and conditions of use for access or usage of the Service. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 2.3. Please read this EULA along with the Privacy Policy of the Services available at <https://sankhyasutralabs.com/privacy-policy/> and all other rules and policies made available to you by the Company as they shall govern your use of the HPC products and the Services thereunder.
- 2.4. Please note that your use of the HPC products and the Services or downloading of any Software or Content thereof may be subject to their own respective terms of use and privacy policies as may be published or made available by the relevant third-party making available such Software and Content ("Content Provider").

- 2.5. Where any Software provided by a Content Provider is made available on the HPC product on an evaluation and/or testing and/or trial basis, you acknowledge and agree that:
- 2.5.1. Such Software shall be available for use during the period of evaluation and/or testing and/or trial basis as may be stipulated by Company (“**Evaluation Period**”);
 - 2.5.2. The Company does not guarantee the continued access to and/or use of and/or maintenance of such Software through the HPC product, during and/or beyond the Evaluation Period; and
 - 2.5.3. The Company shall have the right to remove any such Software during or upon expiry of the Evaluation Period.

3. **PAYMENT TERMS**

- 3.1. You explicitly agree to pay the charges for the Services subscribed by you, in the manner and form as communicated to you from time to time. All payments shall be through the payment mechanism put in place by the Company and you shall be responsible for paying all fees and applicable taxes in a timely manner as per the mechanism associated with the Services availed by you. These applicable charges are also subject to a periodic review and revisions at the Company’s sole discretion and such revisions may be intimated to you as and when required. Fees are non-refundable and payment obligations are not cancelable, except as provided in your purchase terms or where prohibited by law.
- 3.2. All payments made towards obtaining the subscription for the Services shall be made directly to the Company or via authorised agents/ approved channels provided to you by the Company. The Company shall not be liable for any amount advanced by you in contravention to this.
- 3.3. If applicable, while making payments through the payment gateways set up by the Company, if any, you would be governed and bound by the terms and conditions of the third-party payment gateway service providers.
- 3.4. While availing any of the payment methods made available through the Services, the Company will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:
- 3.4.1. lack of authorization for any transaction/s; or
 - 3.4.2. exceeding of the pre-set limit mutually agreed between you and the financial services providers you deal with; or
 - 3.4.3. any payment issues arising out of the transaction.

4. **MODIFICATIONS:**

- 4.1. Modifications of the EULA: The Company reserves the right to change the terms and conditions under which the Services are offered, including but not limited to the charges, associated with the use of the Services. The EULA may be further modified based on changes in the business, legal and regulatory requirements and will be updated online. We will make all efforts to communicate any significant changes to these terms and conditions to you.
- 4.2. Modification of Services: The Company reserves the right to add, modify or delete any portion of the Services or features available in the Services at any time at its sole discretion.

5. **GRANT OF LICENSE**

- 5.1. Subject to your compliance with this EULA, Company grants you a limited and a non-exclusive, non-transferable right to you to: (i) use and access the HPC product and Services in a manner authorised by the Company; and (ii) view, download and/or stream the Content and/or Services.
- 5.2. You may use the Services that you have subscribed to only on your authorized account, for your internal business purposes, during the term of the subscription.
- 5.3. You may not, and you agree that you will not and will not permit others to:
 - 5.3.1. reproduce the Services and its related software except as expressly permitted above with respect to the documentation;
 - 5.3.2. introduce into the Services and its related software hosting systems any viruses, works, Trojan horses, time bombs, trap doors or other harmful code;
 - 5.3.3. export or re-export, directly or indirectly, the Services or the software into any country prohibited by the applicable Export Control Laws and/or the United States Export Administration Act and the regulations thereunder;
 - 5.3.4. You may not alter, remove, or obscure any copyright, trademark, trade secret, patent, proprietary or any other legal notice contained in the Services and its related software (including those of third parties).

This license is not a sale. Title, copyrights and all other rights to the Services and the software remain with the Company.

6. **RESERVATION OF RIGHTS AND OWNERSHIP**

- 6.1. Company and/or the respective Content Provider reserves all rights not expressly granted to you in this EULA. The HPC product and Services are protected by copyright and other intellectual property laws and treaties. The Company or its suppliers own the title, copyright and other intellectual property rights in the Services. You agree and acknowledge that the HPC product and Services are licensed to you and shall not, for any purpose be considered to be sold to you.
- 6.2. The Company reserves all rights not expressly granted herein. Without limiting the foregoing, no rights are granted to access or use the Company Services or software in order to build a competitive product or service. The Company retains all right, title, and interest in and to the software and the Services and in all patents, copyrights, trade secrets, trademarks, and other intellectual property and proprietary rights therein and thereto, including and registrations, applications, renewals and extensions of such rights.

7. **LIMITATIONS ON END-USER RIGHTS**

- 7.1. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of the Services (except and only to the extent that such activity is expressly permitted by the Company notwithstanding this limitation), or modify, or disable any features of the Services, or create derivative works based on the Services. You may not rent, lease, lend, sublicense or provide commercial hosting services with the Services.

8. **SOFTWARE REPORTS**

- 8.1. Any final report or results of the Software may be downloaded in a form and manner provided by the Company from the use of the Software and Services by you ("**Report**").
- 8.2. The Report provided to you shall be a direct result of your use of the Services and any reliance on such Report shall be at your sole risk and discretion. The Reports will only be offered by your network carrier, and access and use of such Reports will be governed by your contractual relationship with your network carrier.

9. **SOFTWARE PERMISSION**

- 9.1. Some features of the Software may require the HPC product to have access to the internet and may be subject to restrictions imposed by the network or internet provider. In addition, your enjoyment of some Services may be affected by the suitability and performance of your Services hardware or data access.

10. **NO TRANSFER**

- 10.1. You shall not transfer this EULA or the rights granted herein to any third party unless it is in connection with the transfer of the right to use the Services as may be provided by the Company.

11. **TERMINATION**

This EULA is effective until terminated. Your rights hereunder will terminate automatically without notice from Company or your access to the HPC product and Services shall be suspended by the Company, if you fail to comply with any of the EULA and conditions of this EULA. Upon termination of this EULA, you must cease all use of the Services including the Software and the Content.

12. **RULES AND CONDUCT**

- 12.1. As a condition of use, you covenant not to use the Services for any purpose that is prohibited by these terms and conditions and by the applicable laws in force. You are responsible for all of your activities in connection with the Services.
- 12.2. You represent that you will use reasonable means to protect Your account information, passwords and other login credentials for the Services, and promptly notify the Company of any known unauthorized use of or access to Your account.
- 12.3. By way of examples, and not as a limitation, you shall not take any action or upload any content while using the Services that:
- 12.3.1. infringes any patent, trademark, trade secret, copyright, right of publicity or other rights of any other person or entity or violates any law or contractual duty or obligations of confidentiality;
 - 12.3.2. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, promotes bigotry, discrimination or violence, or is otherwise inappropriate as solely determined by the Company in its sole discretion;
 - 12.3.3. involves sharing any link or data that contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any of the Company's system, data, password or other information or any third party;

- 12.3.4. impersonates any person or entity, including any of the Company's employees or representatives;
 - 12.3.5. includes anyone's identification documents or sensitive financial information; or
 - 12.3.6. breaches the privacy policy and/or any of the other policies and rules provided by the Company.
- 12.4. You shall not (directly or indirectly):
- 12.4.1. interfere or attempt to interfere with the proper working of the Services;
 - 12.4.2. bypass any measures the Company may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services);
 - 12.4.3. modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Services, except as expressly authorized by the Company;
 - 12.4.4. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any hardware, or source code or underlying ideas or algorithms of any part of the Services (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction;
 - 12.4.5. copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
 - 12.4.6. delete or modify any of the Services, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify;
 - 12.4.7. use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into any Services or any operating system;
 - 12.4.8. not make false or malicious statements against the Services or the Company; or
 - 12.4.9. otherwise take any action in violation of these guidelines and policies.
- 12.5. The Company reserve the right to access, read, preserve, and disclose any information as the Company reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process

or governmental request, (ii) enforce the EULA, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the Company's rights, property or safety, the Company's users/ subscribers and the public.

13. **WARRANTY DISCLAIMER**

13.1. IN A WRITTEN EXPRESS LIMITED WARRANTY ACCOMPANYING YOUR SERVICES, ALL SOFTWARE AND/OR CONTENT AND/OR SERVICES ARE PROVIDED BY THE COMPANY WITH THE HPC PRODUCT (WHETHER INCLUDED WITH THE SERVICES, DOWNLOADED, OR OTHERWISE OBTAINED) "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM COMPANY, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, MARKETABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY THE COMPANY OF WARRANTY REGARDING THE SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM THE COMPANY.

14. **TECHNICAL SUPPORT**

The Company shall provide technical support only for technical issues related to the hardware and cloud access. The Company will not provide any support for Your use of open source or Your own software on the cloud. We shall also not debug the software or provide any assistance in enhancing the performance of the software.

15. **THIRD-PARTY SOFTWARE**

15.1. Certain third-party software, including Software provided by Content Providers ("**Third-Party Software**"), may be included with or downloaded with the Services. The Company makes no representations whatsoever regarding such Third-Party Software. The Company has no control over such Third-Party Software, therefore, you acknowledge and agree that the Company is not responsible for the availability, accuracy or use of Third-Party Software and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such Third-Party Software. You expressly acknowledge and agree that use of Third-Party Software is

at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with you.

- 15.2. It is your responsibility to take precautions to ensure that whatever you select to use is free of such items as viruses, worms, trojan horses, and other items of a destructive nature. References provided in the HPC products or Services, to any names, marks, products, or services of any third-parties are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship, or recommendation of, or affiliation with the third party or its products and services.
- 15.3. You agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss, including but not limited to any damage to the software or loss of data, caused or alleged to be caused by, or in connection with, the use of the HPC product or Services on any such third-party Software, including content, products, or services available on or through any such third-party Software. You acknowledge and agree that the use of any third-party product is governed by such third-party software provider's terms of use, license agreement, privacy policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to such third-party software provider, will be subject to such third-party software provider's terms of use and privacy policy, if any.
- 15.4. THE COMPANY DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES PERTAINING TO ANY THIRD-PARTY SOFTWARE. THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY CONTENT PROVIDERS AND/OR THIRD-PARTY SOFTWARE PROVIDERS OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH CONTENT PROVIDERS AND/OR THIRD-PARTY SOFTWARE PROVIDERS.

16. **COMPANY SOFTWARE**

- 16.1. Certain Company products and services may be included with, or downloaded to, the HPC product or Services (“**Company Software**”). Company Software may require membership and/or registration as may be informed to you by the Company from time to time (“**Company Account**”), and your rights and obligations will be set forth in a separate agreement as may be prescribed by Company for such purpose.

Company Software may be included with the Services to help the Company for providing better Services to you. Such Company Software may not be downloaded or be visible to you. You acknowledge and agree that Company may collect, process and store your information through such Company Software for the purpose of providing better Services to you. You authorize the Company to use feedback and ideas You provide in connection with Your use of the Services for any purpose without further obligation.

17. **DISCLAIMER**

YOU ARE SUPPOSED TO USE THE HPC PRODUCT AND SERVICES AND FEATURES THAT ARE MADE AVAILABLE TO YOU PURSUANT TO THE PRODUCT MANUAL. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CHANGES IN SERVICE OR PERFORMANCE OF THE SERVICES CAUSED BY ACTIVATION OF ANY UNAUTHORISED PRODUCTS, SOFTWARES, CONTENT OR FEATURES.

18. **DISCLAIMER OF WARRANTIES**

TO THE MAXIMIM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE COMPANY AND/OR ITS AFFILIATES HAS MADE, AND YOU RECEIVE NO EXPRESS WARRANTIES REGARDING THE SERVICES AND THE SOFTWARE AND THAT THE SERVICES AND SOFTWARE IS BEING PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE COMPANY AND/OR ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES AND SOFTWARE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NONINFRINGEMENT OR THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION, OR ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. IT IS YOUR RESPONSIBILITY TO BACK UP ANY DATA OR CONTENT. YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, SECURITY, MAINTENANCE AND STORAGE OF YOUR DATA AND CONTENT.

19. **LIMITATION OF LIABILITY**

19.1. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE HPC PRODUCT AND/OR THE SOFTWARE AND/OR THE SERVICES AND/OR ANY THIRD PARTY SOFTWARE AND/OR THIRD PARTY PRODUCT, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2. YOU SHALL BE SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING THE SERVICES AND ANCILLARY SERVICES (INCLUDING THE PAYMENT OF ANY ADDITIONAL FEES THEREFORE) REQUIRED TO CONNECT TO, ACCESS OR OTHERWISE USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, VIDEO-

ENABLED PRODUCTS, VIDEO COMMUNICATION SERVICES, MODEMS, HARDWARE, SERVERS, SOFTWARE, OPERATING SYSTEMS, REMOTE CONTROLLER, NETWORKING, WEB SERVERS, INTERNET AND TELEPHONE SERVICE (COLLECTIVELY, “EQUIPMENT”). YOU WILL ALSO BE RESPONSIBLE FOR MAINTAINING THE SECURITY OF THE EQUIPMENT AND FOR ALL USES OF THE EQUIPMENT WITH OR WITHOUT YOUR KNOWLEDGE OR CONSENT.

- 19.3. YOU ARE SOLELY RESPONSIBLE FOR THE CONTENT AND OTHER MATERIALS YOU TRANSMIT THROUGH THE SERVICE OR SHARE WITH OTHER USERS OR RECIPIENTS. YOU WILL NOT TRANSMIT ANY CONTENT THAT YOU DID NOT CREATE OR THAT YOU DO NOT OWN ALL RIGHT, TITLE AND INTEREST IN AND TO, INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHT AND RIGHTS OF PUBLICITY CONTAINED THEREIN.
- 19.4. YOU SPECIFICALLY AGREE THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE HPC PRODUCT. YOU SPECIFICALLY AGREE THAT THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL SERVICES OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER’S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY SERVICES SENT USING AND/OR INCLUDED IN THE HPC PRODUCT BY ANY THIRD PARTY.
- 19.5. IN NO EVENT SHALL THE COMPANY AND/OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR OR IN RELATION TO: (A) LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE HPC PRODUCT AND/OR THE SOFTWARE AND/OR THE SERVICES; (B) ANY DELAY OR INABILITY TO USE THE HPC PRODUCT AND/OR SERVICES AND/OR SERVICES; (C) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION OR SERVICES OBTAINED THROUGH THE HPC PRODUCT AND/OR SERVICES AND/OR SERVICES; (D) OR OTHERWISE ARISING OUT OF THE USE OF THE HPC PRODUCT AND/OR SERVICES AND/OR SERVICES; WHETHER OR NOT ALL OF THE ABOVE LOSSES, CLAIMS OR DAMAGES ARE BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EVEN IF THE COMPANY AND/OR ITS AFFILIATES AND/OR ITS ASSOCIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, CLAIMS OR DAMAGES.

20. **INDEMNITY**

You agree to indemnify and hold the Company harmless from and against all costs, losses, liabilities and expenses arising out of or related to your breach of this EULA or of the terms of your agreement with the Company. The Company is not responsible for any service interruptions or other changes done by any third party.

21. **APPLICABLE LAW**

This EULA is governed by the laws of India and Courts in Mumbai shall have exclusive jurisdiction.

22. **DISPUTE RESOLUTION**

Any claim or disputes arising out of or in connection with this Agreement, shall be referred to and finally resolved by arbitration with a seat in Mumbai in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English, the tribunal shall consist of one (1) arbitrator mutually appointed by both the parties and the award of the arbitrator shall be final and binding on both the parties. Subject to the foregoing, the parties agree to submit to the jurisdiction of the courts of Mumbai, India. In the event that any of the provisions of this Agreement shall be held by the court or other tribunals of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

23. **MISCELLANEOUS**

23.1 **ENTIRE AGREEMENT; SEVERABILITY.**

23.1.1. This EULA is the entire agreement between you and Company relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA, including the use of the HPC product and the Services, even if obtained from an authorised reseller or agent. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

23.2. **FORCE MAJEURE:**

23.2.1. Company shall be under no liability whatsoever in the event of non-availability of any portion of the Services or subscribed Content occasioned by any force majeure event including without limitation, any act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, failure of any public utility, man-made disaster, infrastructure failure or any other cause whatsoever beyond the control of Company.

23.3. FURTHER ASSURANCE

23.3.1. You agree that you shall, at any time and from time to time promptly and duly execute and deliver all such further instruments and documents and do or procure to be done all such acts or things, as may be reasonably necessary or desirable in obtaining the full benefits of the Services.

23.4. SURVIVAL

23.4.1. All provisions of this EULA which by their nature survive termination shall survive termination, including, without limitation, Clause 6 (Reservation of Rights and Ownership), Clause 7 (Limitations on End User Rights), Clause 18 (Warranty Disclaimer), Clause 17 (Disclaimer), Clause 19 (Limitation of Liability), Clause 21 (Applicable Law)m Clause 22 (Dispute Resolution) and Clause 23 (Miscellaneous).

23.5. ASSIGNMENT

23.5.1. This EULA is personal to you and shall not be capable of assignment, novation or transfer (either in whole or in part) by you to any person or third party without the prior written consent of the Company.

23.6. WAIVER

23.6.1. No forbearance, indulgence or relaxation or inaction by the Company at any time to require performance of any of the provisions of the EULA shall in any way affect, diminish or prejudice the right of the Company to require performance of that provision. Any waiver or acquiescence by the Company of any breach of any of the provisions of the EULA shall not be construed as a waiver or acquiescence of any other right under or arising out of the EULA or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in the EULA unless it is in writing by the Company.

23.7. RELATIONSHIP

23.7.1. Except as specified otherwise under this EULA, this agreement is being entered on service provider basis and nothing herein shall be construed to create an agent principle relationship, joint venture or partnership between you and the Company.

23.8. CONTACT DETAILS:

23.8.1. Should you have questions about the EULA, you may contact the Company at:

Dr. Vinay Kariwala,

Grievance Officer

Email: **vinay@sankhyasutralabs.com.**

- 23.8.2. The Grievance Officer shall redress your grievances expeditiously, within 1 (one) month from the date of receipt of the grievance. Except where required by law, the Company cannot ensure a response to questions or comments regarding topics unrelated to the terms of the EULA.