

Terms of Service

Please read these terms of service carefully. Vedam Design & Technical Consultancy Private Limited and our affiliated companies worldwide (“vedam”/ “we”/ “us”/ “our”) owns and operates the website located at vedamdesign.com/digitalinspection. These terms of service (as amended from time to time, these “terms of service”) apply to all users of the Digital Inspection Platform (*defined below*), including users who upload any materials thereto, users who use services provided through Digital Inspection Platform, users who download the app, and users who simply view the content on or available through this Digital Inspection Platform. If you are accepting these terms of service on behalf of a corporation or other entity, you represent and warrant that you have the necessary right and authority to enter into these terms of service on behalf of such corporation or entity and to bind such corporation or entity to these terms of service.

Please note that these terms of service are subject to change by Vedam in its sole discretion at any time. You may read a current, effective copy of these terms of service by visiting the “terms of service” link on the website. Vedam may require you to provide consent to the updated terms of service in a specified manner before further use of the website, the app, and/or the services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s) or otherwise do not agree with these terms of service, you shall stop using the Digital Inspection Platform. Otherwise, your continued use of the Digital Inspection Platform constitutes your acceptance of such change(s).

1. THE SERVICE.

- 1.1. The Service. Vedam offers a proprietary and technology platform at website located at vedamdesign.com/digitalinspection and at mobile application (the “Digital Inspection Platform”). Digital Inspection Platform provides inspection services by offering customised checklist-based inspections, available both on-site and remotely, and facilitates automated report generation and centralized storage for inspection documents. Vedam grants you a revocable, limited, non-transferable, non-assignable, non-exclusive, license (“License”) to access and use Digital Inspection Platform on the terms and conditions appearing in these terms of service. The features associated with this License and made available to you will be more particularly detailed in the licensing agreement or such other document executed with you. Vedam shall provide access protocols to you to access and use the Digital Inspection Platform. You shall be solely responsible for the safekeeping and secure usage.
- 1.2. You must be at least eighteen (18) years old to use the Digital Inspection Platform. By accessing, browsing, and using this Digital Inspection Platform, you indicate that you have read and accept these terms of service which constitutes a binding legal agreement governed by and made under INDIAN law between you and Vedam. If you do not accept these terms of service, then do not use the Digital Inspection Platform or any of their content or services. The term “you” or “your” refers to the individual or legal entity, as applicable, identified as the user when you’re registered on the Digital Inspection Platform. If you do not agree to be bound by the terms of service, you may not access or use this Digital Inspection Platform.
- 1.3. Your Privacy. We respect the privacy of our users. For more information please see our Privacy Policy, located at vedamdesign.com/digitalinspection. By using the Digital Inspection Platform, you consent to our collection, use, and disclosure of personal information and other data as outlined therein.
- 1.4. Additional Terms. Your use of the Digital Inspection Platform may be subject to all additional terms, policies, rules, product documentation, published materials, or guidelines available on the website (the “Additional Terms”). All such terms are hereby incorporated by reference into these terms of service, and may be amended from time to time by us. In the event that any Additional Terms are inconsistent with the Terms of Service, those Additional Terms will control.

2. REGISTRATION.

- 2.1. Generally. You must provide your full legal name, a valid email address, and any other information requested in order to complete the signup process and access certain features of the Digital Inspection Platform. If you choose to register for the Digital Inspection Platform, you agree to provide and maintain true, accurate, current, and complete information about yourself.
- 2.2. Account Ownership. If you register for the Service on behalf of a business organization, that business organization will be the legal and beneficial account owner. For the purpose of these terms of service, regardless of whether you register for an account as an individual, or on behalf of an organization, the billing contact person will be the default account owner.
- 2.3. Third Party App Stores. Mobile users of the Digital Inspection Platform acknowledge and agree that the availability of the app and the Digital Inspection Platform is dependent on the app store from whom you received the app license. In order to use the app, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the app store in connection with the Digital Inspection Platform.

3. FEES, PAYMENTS TERMS.

- 3.1. Fees. The pricing model applicable to you will be more particularly detailed in the licensing agreement or such other document executed with you.
- 3.2. Automatic Renewal. Unless otherwise agreed, your subscription will continue indefinitely until terminated in accordance with Section 13 below. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a “Renewal Commencement Date”) and continue for an additional equivalent period, at Vedam’s then-current price for such subscription. You agree that your account will be subject to this automatic renewal feature unless (i) in the case of monthly subscriptions, you cancel your subscription before the Renewal Commencement Date, and (ii) in the case of annual subscriptions, you cancel your subscription at least thirty (30) days prior to the Renewal Commencement Date.

- 3.3. Billing. Fees is billed in advance on a monthly or annual basis and fees are non-refundable. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. If you increase the scope of the License, this will trigger a pro-rated charge which will be processed immediately using the payment method you have provided. Prices of all services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon fourteen (14) days' notice from us. Such notice may be provided by email or through an in-App notification. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. If you dispute any charges, you must let Vedam know within thirty (30) days after the date that Vedam charges you.
- 3.4. Collection Costs. You are liable for all costs we to collect any amounts you owe under these terms of services, in addition to the amounts you owe. Collection costs may include attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, applicable interest, and any other related cost.
- 3.5. Credits. Vedam may, in its sole discretion, offer credits ("Credits") to you for promotional or other purposes. Credits may only be redeemed as per the terms associated with you. Credits are non-transferable, non-refundable, and may not be redeemed for cash. Vedam reserves the right to terminate, discontinue, or cancel any promotions under which Credits were issued at any time and in its sole discretion without notice to you.

4. CONTENT.

- 4.1. User Content and Other Materials. All information, data, text, software, photographs, graphics, scans, report analysis, video, messages, or other materials, whether publicly posted or privately transmitted to the Digital Inspection Platform by you ("User Content"), is your sole responsibility. You represent and warrant to Vedam that you have the necessary rights under applicable law or have obtained the necessary consents from each end user whose personal information is provided by you to Vedam in order to allow Vedam to use, disclose, and otherwise process such personal information for the purposes described in our Privacy Policy. More generally, responsibility for User Content means that you, and not Vedam, are entirely responsible for all such material uploaded, posted, emailed, transmitted, or otherwise made available by using the Digital Inspection Platform. Vedam does not control or actively monitor User Content and, as such, does not guarantee the accuracy, integrity, or quality of such content. You acknowledge that by using the Digital Inspection Platform, they may be exposed to materials that are offensive, indecent, or objectionable. Under no circumstances will Vedam be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials or any defects or errors in any printing or manufacturing, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted, or otherwise made available via the Digital Inspection Platform.
- 4.2. Service Content. You acknowledge and agree that the Service may contain content including reports, formats or information ("Service Content") that is protected by copyright, trademark, trade secret, or other proprietary rights and laws. You agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service Content, in whole or in part. Any use of the Service Content other than as specifically authorized herein is strictly prohibited.

5. RESTRICTIONS ON USER CONTENT AND USE OF THE DIGITAL INSPECTION PLATFORM.

- 5.1. Restrictions Generally. Vedam reserves the right to access, read, preserve, and disclose any information as Vedam reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce these terms of service, 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 rights, property, or safety of our users and the public. In using the Digital Inspection Platform, you shall not
 - (a) copy any content unless expressly permitted to do so herein;
 - (b) upload, post, email, transmit, or otherwise make available any material that:
 - i. is or may be perceived as unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
 - ii. you do not have a right to make available under any law or under a contractual relationship;
 - iii. infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party (including privacy rights);
 - iv. use communication features of the Digital Inspection Platform (or other functionality) to transmit unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - v. contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Digital Inspection Platform or that of any users or viewers of the Digital Inspection Platform or that compromises a user's privacy;
 - vi. contains any falsehoods or misrepresentations or create an impression that you know or ought to know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
 - vii. poses or creates a privacy or security risk to any person; or
 - viii. in the sole judgment of Vedam, is objectionable or which restricts or inhibits any other person from using or enjoying the Digital Inspection Platform, or which may expose Vedam or its users to any harm or liability of any type;
 - (c) impersonate any person or entity or misrepresent their affiliation with a person or entity;
 - (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Digital Inspection Platform or impersonate another person or organization;

- (e) interfere with or disrupt the Digital Inspection Platform or servers or networks connected to the Digital Inspection Platform, or disobey any requirements, procedures, policies, or regulations of networks connected to the Digital Inspection Platform or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- (f) intentionally or unintentionally violate any applicable local, state/provincial, national, or international law or regulation;
- (g) collect or store personal information about other users or viewers;
- (h) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Digital Inspection Platform, otherwise than allowed hereunder;
- (i) modify, translate, make derivative works of, disassemble, duplicate, adapt, hack, decompile, reverse compile, modify, or reverse engineer any part of the Digital Inspection Platform or to falsely imply that another website is associated with Vedam;
- (j) solicit personal information from anyone under the age of 18;
- (k) harvest or collect email addresses or other contact information of other users from the Digital Inspection Platform by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- (l) advertise or offer to sell or buy any goods or services for any business purpose that is not authorized;
- (m) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- (n) obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Digital Inspection Platform;
- (o) circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content available on or through the Digital Inspection Platform, including through the use of virtual private networks; or
- (p) engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods.
- (q) If you are blocked by Vedam from accessing the Digital Inspection Platform, you agree not to implement any measures to circumvent such blocking.

5.2. Acceptable Use. You agree to comply with all applicable laws in connection with the use of the Digital Inspection Platform, including the provision of any personal information.

5.3. Service analysis. Vedam has a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, fully paid license (with the right to sublicense) to use, copy, modify, transmit, display, and distribute such User Content available on Digital Inspection Platform: (a) to the extent necessary to provide the Service; (b) to create aggregated and anonymized market research statistics and insights in respect of the customers and industries that use Vedam; and (c) otherwise use de-identified User Content for the purpose of improving the features of Digital Inspection Platform. Vedam will not be responsible or liable for any use of User Content in accordance with these terms of service. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any User Content that you submit. The Digital Inspection Platform, and the information and materials contained therein (except for User Content), are the property of Vedam and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to these terms of service, Vedam grants you a License to (a) use the Digital Inspection Platform for your use, and (b) download, install, and use one copy of the App on a mobile device that you own or control for your use.

5.4. Mobile Services. The Digital Inspection Platform includes certain services that are available via a mobile device, including the ability to upload content, to browse and access certain features and content through the Digital Inspection Platform via a mobile device (collectively, the "Mobile Services"). To the extent you access the Digital Inspection Platform through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

6. REPRESENTATIONS, OBLIGATIONS.

6.1. Vedam shall: (i) take commercially reasonable steps to maintain all licenses, permissions and approvals required under applicable laws to offer the Digital Inspection Platform; (ii) provide you with reasonable guidelines to use and operate the Digital Inspection Platform; (iii) ensure, on a commercially reasonable basis, that the Digital Inspection Platform is free from viruses, trojans, bugs, and from any other similar threats and vulnerabilities; (iv) resolve, on a commercially reasonable basis, issues reported to it within reasonable turnaround time; (v) inform you about changes to the terms and conditions of the Digital Inspection Platform including the Terms of Service, Privacy Policy, Cookie Policy and other applicable policies, by listing them on an appropriate page on its website. Your usage of the Digital Inspection Platform after the listing of such revised terms and conditions shall be regarded as an acceptance of the concerned change by you.

6.2. You shall be solely liable for all transactions conducted using the Digital Inspection Platform. All such acts or omissions are binding on you unconditionally and all transactions entered into by you are irrevocable and binding, even if entered into by or arising from mistake, error or inadvertent or unintentional acts or omissions.

6.3. Any customisation, additional proprietary and/or third-party tools and technologies introduced by Vedam ("Additional Software") will be subject to additional commercial terms to be mutually agreed between the parties. Additional Software may have associated terms and conditions, which shall be considered to be accepted by you upon the acceptance of its commercial terms.

6.4. You agree: (i) to promptly notify Vedam in writing if you suspect that the security of access protocols has been breached or compromised, or your access to the Digital Inspection Platform should be suspended or terminated; and (ii) that Vedam may refuse to perform any act that may result in a breach of any applicable law, regulation, policies, guidelines, codes or other obligations (whether or not having the force of law).

6.5. You shall not (i) sublicense, sell, resell, lease, assign, transfer, reverse engineer, copy, decompile, disassemble, distribute, create derivative works of or otherwise use or exploit the Digital Inspection Platform, or (ii) hack, spoof, spam or use robots, spiders or scripts or other means to

interfere with the Digital Inspection Platform. No licenses, rights or interests are granted to you unless expressly stated in these terms of service. Vedam may revoke or suspend your access to the Digital Inspection Platform if you are in breach of any of its obligations hereunder. The Digital Inspection Platform source code is a trade secret of Vedam and its licensors to which access is not authorised.

- 6.6. For the purposes of maintaining and improving the Digital Inspection Platform, Vedam may, but is not obliged to: (i) monitor your use of the Digital Inspection Platform; and (ii) retain information entered or available while using the Digital Inspection Platform.
- 6.7. Vedam owns, licenses, operates, and provides the Digital Inspection Platform and its features, functions, and services. Vedam is the legal and equitable owner of all rights, title and interests in or to the Digital Inspection Platform including all copyright and database rights, Vedam's trademarks and all other intellectual property, information or documents, which may be licensed or provided to you under these terms of service.
- 6.8. You understand that its use of the Digital Inspection Platform is subject to additional product terms published on the website.
- 6.9. Each Party represents and warrants to the other that: (i) such party has the full power to enter into these terms of service and to perform its obligations hereunder; (ii) such party's execution of and performance under these terms of service will not breach any oral or written agreement with any third party or any obligation owed by such party to any third party, including an agreement to keep any information or materials in confidence or in trust; (iii) when executed and delivered by a Party, these terms of service will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its representations, warranties, terms, and conditions; and (iv) such Party shall conduct its business and perform hereunder in compliance with all Applicable Laws.
- 6.10. You represent and warrant that: (i) you (a) have the necessary authorisations for carrying out the inspections conducted through the Digital Inspection Platform; (b) verify the fidelity of the inputs provided to the Digital Inspection Platform, and review the output generated by it on an independent basis; (c) not engage in any illegal or fraudulent activity through or using the Digital Inspection Platform; (ii) to the extent that information is obtained by you by use of the Digital Inspection Platform, you represent and warrant that all appropriate consents and waivers for the collection of such information have been or will be obtained in accordance with applicable laws; and (iii) your use of the Digital Inspection Platform does not and will not violate applicable laws, guidelines, policies, regulations, codes of conduct or third-party rights.

7. FEEDBACK; SERVICE COMPLAINTS.

If you provide Vedam with any suggestions, comments (including, without limitation, endorsements, reviews, and testimonials), or other feedback relating to any aspect of the Digital Inspection Platform ("Feedback"), Vedam may use such Feedback in any way it reasonably determines appropriate, which may include modifying and improving the Digital Inspection Platform, Vedam's other current and future services and products, and/or Vedam's advertising or marketing materials (collectively, "Vedam Offerings"). Accordingly, you agree that: (a) Vedam is not subject to any confidentiality obligations in respect to the Feedback; (b) the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to Vedam; (c) Vedam may freely use, reproduce, publicize, license, distribute, and otherwise commercialise Feedback in any Vedam Offerings; and (d) you are not entitled to receive any compensation or reimbursement of any kind in respect of the Feedback. You agree to cooperate with Vedam in conducting reasonable due diligence into any complaint that you or your customers receive relating to the Digital Inspection Platform (including performance of any components of the Digital Inspection Platform such as the account security and fraud prevention tools) and you agree that you will cooperate with Vedam to ensure appropriate action is taken in response to such complaints where necessary.

8. LINKS; ADVERTISEMENTS; THIRD-PARTY INTEGRATIONS; CONTESTS.

- 8.1. The Digital Inspection Platform may contain links to other websites that are not owned or controlled by Vedam or may make it possible for you to elect to use third-party services where such third-party service providers have integrated with the Digital Inspection Platform ("Third-Party Integration Partners"). In no event shall any reference to any third party, third-party product or service be construed as an approval or endorsement by Vedam of that third party, third-party product or service. Vedam is also not responsible for the content of any linked websites or for the delivery of any product or service offered by third-parties including Third-Party Integration Partners. Any third-party websites or services (including those offered by Third-Party Integration Partners) are subject to the terms and conditions of those websites and/or services and you are responsible for determining those terms and conditions and complying with them. The presence of a link to any other website(s) does not imply that Vedam endorses or accepts any responsibility for the content or use of such websites, and you hereby release Vedam from all liability and damages that may arise from your use of such websites or receipt of services from any such websites. While Vedam does not prohibit linking to third-party websites and content, it does not wish to be linked to or from any third-party website which contains, posts, or transmits any of the prohibited content. Vedam reserves the right to prohibit or remove (or require you to remove) any link to the Digital Inspection Platform, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time.
- 8.2. If you are using a payment integration, you must adhere to the applicable rules and regulations of such payment integrator. In addition, you are responsible for ensuring the security of any cardholder data in your possession including any cardholder data which you collect, process, transmit, or store. It is also your obligation to inform your customers about your processing of their data and your responsibility for the same.

9. BETA SERVICES.

- 9.1. From time to time, Vedam may, in its sole discretion, invite you to use or otherwise make available to you on a trial or evaluation basis only, pre-release or beta features, technologies, or services that are in development and which are not yet available to all of our customers ("Beta Services"). Beta Services are not part of the Digital Inspection Platform, and Beta Services may be subject to additional terms and conditions, which Vedam will provide to you prior to your use of the Beta Services. You must comply with all terms related to any Beta Services and unless otherwise specified in the applicable additional terms, we grant you a non-exclusive, revocable, non-transferable limited license to use the Beta Services

on a no-obligation basis. Vedam may add or modify terms related to access to or use of any Beta Services at any time. Such Beta Services and all associated content, data, and materials relating thereto (including any information relating to your access, use, testing, or evaluation of Beta Services such as observations or information regarding the performance, features, and functionality of Beta Services) (collectively "Beta Service Data") will be owned by and constitute Confidential Information of Vedam and is subject to the confidentiality provisions in these terms of service. You agree that you will not disclose or use any Beta Service Data except for your internal evaluation purposes of any Beta Service.

- 9.2. Vedam may suspend or terminate your access to or use of any Beta Service at any time. Your access to and use of each Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by Vedam. On termination of your access to or use of any Beta Service for any reason, (a) you will not have any further right to access or use the applicable Beta Service, and (b) any content used in the applicable Beta Service may be deleted or inaccessible. Vedam may change or not release a final or commercial version of a Beta Service in our sole and absolute discretion.
- 9.3. The Beta Services are provided on an "as-is" and "as available" basis and may contain bugs, errors, or other problems. Vedam makes no representations or warranties of any kind in relation to the Beta Services. Vedam hereby disclaims all liability for any harm or damage arising out of or in connection with a Beta Service.

10. **DISCLAIMERS.**

THE DIGITAL INSPECTION PLATFORM, AND ALL MATERIALS PROVIDED THEREIN ARE PROVIDED "AS IS" AND VEDAM DOES NOT WARRANT THAT THE DIGITAL INSPECTION PLATFORM WILL MEET YOUR SPECIFIC REQUIREMENTS, THAT THE DIGITAL INSPECTION PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT RESULTS OBTAINED FROM USE OF THE DIGITAL INSPECTION PLATFORM WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE DIGITAL INSPECTION PLATFORM WILL BE CORRECTED. IN ADDITION, VEDAM SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DIGITAL INSPECTION PLATFORM IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. VEDAM DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD-PARTY, AND VEDAM SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD-PARTY. VEDAM WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THE DIGITAL INSPECTION PLATFORM.

11. **LIMITATION OF LIABILITY.**

- 11.1. UNDER NO CIRCUMSTANCES SHALL VEDAM BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (A) YOUR USE OF OR YOUR INABILITY TO USE THE DIGITAL INSPECTION PLATFORM, (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION, OR SERVICES, (C) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE DIGITAL INSPECTION PLATFORM, (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DIGITAL INSPECTION PLATFORM, OR (F) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE DIGITAL INSPECTION PLATFORM OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE DIGITAL INSPECTION PLATFORM. THESE LIMITATIONS SHALL APPLY EVEN IF VEDAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, VEDAM'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS OF SERVICE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) OR UNDER TORT, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED US DOLLARS. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
- 11.3. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE DIGITAL INSPECTION PLATFORM OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE DIGITAL INSPECTION PLATFORM.

12. **INDEMNIFICATION.**

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD VEDAM AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "VEDAM PARTIES") HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCURRED IN CONNECTION WITH ANY MATERIALS SUBMITTED, POSTED, TRANSMITTED, OR MADE AVAILABLE BY YOU THROUGH THE DIGITAL INSPECTION PLATFORM AND/OR ANY VIOLATION BY YOU OF THESE TERMS OF SERVICE, THE RIGHTS OF ANY THIRD-PARTY, OR ANY APPLICABLE LAW OR REGULATION. Vedam will provide notice to you of any such claim, suit, or proceeding. Vedam reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this provision, and you agree to

cooperate with any reasonable requests assisting Vedam's defense of such matter. You may not settle or compromise any claim against the Vedam Parties without Vedam's written consent.

13. **TERMINATION.**

- 13.1. Vedam may, under certain circumstances and without prior notice, immediately terminate your ability to access the Digital Inspection Platform or portions thereof. Cause for such termination may include, but not be limited to, (a) breaches or violations of these terms of service or any other agreement that you may have with Vedam (including, without limitation, non-payment of any fees), (b) requests by law enforcement or other government agencies, (c) a request by the Account Owner, (d) discontinuance or material modification to the Digital Inspection Platform (or any part thereof), (e) unexpected technical, security, or legal issues or problems, (f) actual or suspected participation by you, directly or indirectly, in fraudulent or illegal activities, or (g) verbal, physical, written, or other abuse (including threats of abuse or retribution) of any Vedam customer, employee, member, or officer. Termination of your access to the Digital Inspection Platform may also include removal of some or all of the materials uploaded by you. On termination, you may request deletion of certain materials uploaded by you or other Content. To the extent the data is in Vedam's possession, custody, or control, Vedam will perform such deletion subject to the Privacy Policy. You acknowledge and agree that all terminations may be made by Vedam in its sole discretion and that Vedam shall not be liable to you or any third party for any termination of your access to the Digital Inspection Platform or for the removal of any of the materials uploaded by you to the Digital Inspection Platform. Any termination of these terms of service by Vedam shall be in addition to any and all other rights and remedies that Vedam may have.
- 13.2. A Party may terminate these terms of service immediately and without requiring any further action if the other Party becomes insolvent, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of the creditors or is ordered into compulsory liquidation or is otherwise disqualified by Applicable Laws from carrying out the obligations herein.
- 13.3. On the termination of these terms of service:
- (a) You shall immediately cease use of the Digital Inspection Platform.
 - (b) All outstanding invoices, if any, of Vedam shall become payable immediately.
 - (c) The clauses stated to survive the termination of these terms of service shall remain unaffected.
 - (d) The termination of these terms of service for any reason shall not limit, substitute or be in lieu of any rights and remedies available to a Party at law or in equity.
- 13.4. Sections 4, 7, 10, 11, 12, 13, 16, 17, 18, and 19, any outstanding payment obligations, and any other rights or obligations that by their nature should survive, in each case will survive the termination or expiry of these Terms of Service or your account for any reason.

14. **AVAILABILITY AND UPDATES.**

Vedam may alter, suspend, or discontinue the Digital Inspection Platform at any time and for any reason or no reason, without notice, but will endeavor to provide notice of the same. The Digital Inspection Platform may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Vedam may periodically add or update the information and materials on the Digital Inspection Platform without notice. You may need to update third-party software from time to time in order to use the Digital Inspection Platform.

15. **SECURITY.**

Vedam maintains a security program with reasonable security measures designed to protect your Content against unauthorized access, disclosure, and loss. However, information sent or received over the internet is generally insecure and Vedam cannot and does not make any representation or warranty concerning security of any communication to or from the Digital Inspection Platform or any representation or warranty regarding the interception by third parties of personal or other information. You are responsible for creating and keeping secure a strong password that you use to access the Digital Inspection Platform and you are responsible for any activities or actions under the account protected by your password. It is recommended that the password you use to access your account is unique to Vedam. If you create an account on behalf of a corporation or entity, you are responsible for any actions of administrative users you add to your account and you are liable for any payment obligations that they incur.

16. **CONFIDENTIALITY.**

- 16.1. "Confidential Information" means information of a party ("Disclosing Party") that the other party ("Receiving Party") receives in connection with the Digital Inspection Platform, which based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential to the Disclosing Party, including, without limitation, customer information, transactional information, and any other non-public content posted, transmitted or accessed through the Digital Inspection Platform (including, for the avoidance of any doubt, any Beta Services). A Receiving Party shall: (a) limit access and use of Disclosing Party's Confidential Information to those of Receiving Party's employees, agents, and subcontractors that require such access and use in connection with such party's obligations hereunder, who each treat such Confidential Information as provided in this Section, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained in this Section; (b) not disclose Disclosing Party's Confidential Information to third parties (except those partners or third party service providers used by us to provide some or all elements of the Service and who are bound by duties of confidentiality), unless authorized under this Section; (c) protect the Disclosing Party's Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (d) not use the Disclosing Party's Confidential Information for any purpose except as required to perform its obligations hereunder or as otherwise specifically permitted hereunder. Nothing in this Section shall prevent a Receiving Party from disclosing Confidential Information to a third party to the extent that such Confidential Information is: (i) previously known to the Receiving Party prior to disclosure by

the Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of these terms of service by the Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; or (iv) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. In addition, Confidential Information may be disclosed to governments and their agencies under lawful order or judicial order. In the event that Vedam receives a request or order to release your Confidential Information, we can comply with the same without your consent. We may notify you of this matter to the extent not prohibited by law or the applicable order or unless we deem, in our sole discretion, that notification could be prejudicial and/or might create or further cause injury or harm to persons or property.

17. INTELLECTUAL PROPERTY

- 17.1. Vedam retains all right, title and interest in and to the Digital Inspection Platform, including in each of its constituent components (in whichever form expressed), and all Intellectual Property Rights therein. You will not use the Digital Inspection Platform for any purposes beyond the scope of rights granted to it under these terms of service. Without limiting the generality of the foregoing, you will not (i) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Digital Inspection Platform are compiled or interpreted, and you acknowledge that nothing in these terms of service will be construed to grant you any right to obtain or use such code; (ii) allow unauthorised third-parties to gain access to or use the Digital Inspection Platform; (iii) use the Digital Inspection Platform in a manner that is not expressly permitted by the applicable laws; (c) modify the Digital Inspection Platform or create any derivative works, enhancements, adaptations, or translations of the Digital Inspection Platform (or any components thereof), except with the prior written consent of Vedam; and (iv) combine or integrate the Digital Inspection Platform with hardware, software or other technology not authorised by Vedam.
- 17.2. Digital Inspection Platform may rely on licenses of third-party software and services. The intellectual property rights in such third-party software and services shall be retained by their respective owners.
- 17.3. You hereby provides Vedam a non-exclusive, non-transferable, non-sub-licensable license to use your name and logo to represent the association formed under these terms of service in Vedam's operational and marketing collateral.

18. DISPUTE RESOLUTION.

Vedam is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at digital.inspection@vedamdesign.com. In case of failure of resolve such disputes amicably, such dispute shall be referred to and finally resolved by arbitration in Mumbai. The arbitral tribunal shall consist of one arbitrator to be appointed jointly by the Parties. In case the arbitrator is not so appointed within thirty (30) days upon the entering of the reference of any Party, a Party may approach the Hon'ble Bombay High Court for the appointment of the arbitrator under the provisions of the Arbitration and Conciliation Act as then in force. The language of the arbitration shall be English. The costs of the arbitration shall initially be borne equally by both the Parties and shall be the subject matter of the award made by the arbitral tribunal. These Terms of Service is governed and construed in accordance with laws of India and Courts in Mumbai will have exclusive jurisdiction over all matters arising out of these Terms of Service.

19. GENERAL TERMS.

- 19.1. These Terms of Service, together with the Privacy Policy and any other documents or guidelines incorporated by reference into these Terms of Service, constitutes the entire agreement between the parties. These Terms of Service shall not be modified except by a new posting of these Terms of Service issued by Vedam. If any part of these Terms of Service is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of Vedam to exercise or enforce any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Vedam must be in writing and shall only apply to the specific instance identified in such writing. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Digital Inspection Platform must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 19.2. You may not assign the Terms of Service, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without Vedam's prior written consent. We may assign these Terms of Service without restriction.
- 19.3. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. As used in these Terms of Service, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."
- 19.4. Notices to you may be made via either email or regular mail. The Digital Inspection Platform may also provide notices to you by displaying notices or links to notices generally on the Digital Inspection Platform.
- 19.5. Vedam will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond Vedam's reasonable control. If you have any questions about these Terms of Service or if you wish to make any complaint or claim with respect to the Digital Inspection Platform, please contact us at [digital.inspection@vedamdesign.com].
- 19.6. The relationship between the Parties is on a principal-to-principal basis. Nothing in these terms of service is to be construed to form or imply a partnership, agency, joint venture, or employer-employee relationship between the Parties.
- 19.7. You shall, (i) solicit directly or indirectly, Vedam's employees, clients, consultants, and advisors or cause them to cease their association with Vedam; and (ii) directly or indirectly, disparage Vedam.

- 19.8. These terms of service are made for the benefit of the Parties and is not intended to benefit any third-party or be enforceable by any third-party.
- 19.9. 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 these terms of service.