SOFTWARE-AS-A-SERVICE (SaaS) SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement ("Agreement") is entered into between TechNova Solutions Pvt.

Ltd. ("Provider") and ClientCo Services India LLP ("Customer").

1. DEFINITIONS

1.1 "Services" means the hosted software platform offered by the Provider.

1.2 "User Data" means any data submitted or uploaded by Customer into the Services.

1.3 "Confidential Information" means all non-public information disclosed by one party to another.

2. GRANT OF LICENSE

2.1 Provider grants Customer a non-exclusive, non-transferable right to access and use the

Services.

2.2 Customer shall not modify, reverse-engineer, or create derivative works of the Services.

3. SERVICE AVAILABILITY

3.1 Provider shall use commercially reasonable efforts to ensure 99% uptime.

3.2 Scheduled maintenance will be notified 24 hours in advance.

4. CUSTOMER RESPONSIBILITIES

4.1 Customer is responsible for login confidentiality.

4.2 Customer shall not upload harmful or unlawful data.

5. DATA PROTECTION & PRIVACY

5.1 Provider will process User Data per applicable laws.

5.2 Provider may store data on servers outside India.

5.2 Provider may store data on servers outside India, provided that it ensures such transfer complies with applicable data protection laws, including the General Data Protection Regulation and India's data localization requirements, and implements appropriate safeguards to protect the data, such as standard contractual clauses or binding corporate rules, to ensure an adequate level of protection for the personal data.

5.3 Customer must obtain necessary consents from end-users.

6. CONFIDENTIALITY

6.1 Each party shall maintain confidentiality.

6.2 Exceptions apply where disclosure is required by law.

7. FEES & PAYMENT

7.1 Customer shall pay subscription fees as scheduled.

7.2 Delayed payments beyond 15 days attract a 2% monthly penalty.

8. INTELLECTUAL PROPERTY

8.1 All rights in the Services remain with the Provider.

8.2 Customer receives no ownership rights.

9. DATA SECURITY

9.1 Provider will implement reasonable safeguards.

9.2 Provider is not liable for breaches caused by Customer negligence.

10. LIMITATION OF LIABILITY

10.1 Liability shall not exceed fees paid in the previous 3 months.

10.2 No indirect or consequential damages apply.

11. TERMINATION

11.1 Either party may terminate with 30 days notice.

11.2 Provider may suspend access for breach.

12. GOVERNING LAW

India.

13. DISPUTE RESOLUTION

Arbitration in Bengaluru.

14. MISCELLANEOUS

14.1 Amendments must be written.

14.2 Assignment requires consent.