

## 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.
- 5.3 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.