Jupitice Platform Subscription Agreement

PLEASE SCROLL DOWN AND READ CAREFULLY ALL THE JUPITICE PLATFORM SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS CONTAINED HEREIN (THIS "AGREEMENT") BEFORE USING THE PLATFORM/ SOFTWARE DEFINED HEREIN AS THE "SERVICE".

This JUPITICE PLATFORM SUBSCRIPTION AGREEMENT is a legal agreement between you and Jupitice Justice Technologies Pvt. Ltd. and its affiliates ("JUPITICE", "we", or "us"). This JUPITICE PLATFORM SUBSCRIPTION AGREEMENT governs your use of the JUPITICE platform/ software and any third-party software that may be distributed therewith (collectively the "Software"). By installing, using, copying, or distributing all or any portion of the software, you accept and agree to be bound by all of the terms and conditions of this Agreement. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE. This Agreement hereby incorporates by reference all terms, conditions rules, policies and guidelines on the Site, including the Jupitice Terms of Service (the "Terms of Service"). Please also see the Jupitice Privacy Policy (the "Privacy Policy").

The Service

This Agreement governs the Client's use and the "Digital Court Room as a Service" owned & managed by Jupitice or an Affiliate of Jupitice ("Service"). The Client agrees that the Client's subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Jupitice regarding future functionality or features.

1. License grant and restrictions

1.1. Subscription to the Service: Subject to your compliance with the terms and conditions of this Agreement, Jupitice grants you a non-sublicensable, non-exclusive, non-transferable right to use the executable code version of the Software for your use solely in connection with work you perform on or through the Site. Jupitice and its Affiliates reserve all rights not expressly granted to Client in this Agreement. The Client may allow the Client's Affiliates to access and use the Service. The Client is solely liable and responsible for the Client's Affiliate access and use of the Service and compliance with this Agreement.

1.2. Restrictions: The Client shall not (i) license, sublicense, sell, resell, use as a service bureau, or otherwise use the service for a third party's benefit unless authorized by Jupitice; (ii) transfer, assign (except as provide in this Agreement), distribute or otherwise commercially exploit the service, Jupitice System or Content; (iii) modify or make derivative works based upon the service or the Content; (iv) create Internet "links" to the service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (v) reverse engineer or decompile the Service or Jupitice System; (vi) interfere with or make use of the service in any manner not consistent with the Documentation; (vii) upload Client Data or Client Templates to the service that contain any Malicious Code or programming routines, macros, or other elements that may damage, surreptitiously intercept or expropriate any system, data, or personal information; or (viii) access the service for purposes of monitoring its availability, penetration or security testing, or any benchmarking or competitive purposes.

You agree that you will use the software for lawful purposes and only in compliance with all applicable laws, including but not limited to copyright and other intellectual property laws. In addition, you shall not perform, nor release the results of any testing of the software to any third party without the prior written consent of Jupitice. You also agree not to remove, obscure, or alter any copyright notice, trademarks or other proprietary rights notices contained within or accessed in conjunction with or through the software.

1.3. Client Responsibilities: The Client shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the service, and will notify Jupitice promptly of any unauthorized use of any password or account; (ii) report to Jupitice promptly and use reasonable efforts to stop any unauthorized copying or distribution of content and (iii) not impersonate another service user or provide false identity information to gain access to or use the service.

1.4. Intellectual Property Rights: The Jupitice Platform is subscribed, not sold, to you for use pursuant to the terms of this Agreement. All rights not expressly granted to you are reserved to Jupitice or its licensors or third-party providers. You acknowledge that Jupitice or its licensors or third-party providers own all rights, title and interest, including without limitation all Intellectual Property Rights, in and to the Jupitice Platform, portions thereof, or any information or material provided through or in conjunction with the Jupitice Platform. Your right to use the Software shall be limited to those expressly granted in this Section. All rights not expressly granted to you are reserved by Jupitice, its licensors or third-party providers. "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all other proprietary rights, and all applications, registrations, renewals, extensions and restorations thereof, now or hereinafter in force and effect worldwide.

2. Compliance with Laws

2.1 The Client is responsible for all activity occurring under the Client's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Client's use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data.

2.2 Jupitice shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with providing the service and professional services, including those related to data privacy, international communications, and the transmission of technical or personal data (e.g. GDPR, CCPA, Australian Privacy Act, etc.).

3. Security, Client Data and support

3.1 Jupitice will provide the Support Services and will make improvements to the service and make Version Releases and Updates to the Service as deemed appropriate by Jupitice.

3.2 Jupitice has implemented and will maintain Appropriate Security Measures based on industry best practices and feedback from third-party audits. Audit reviews and summary results and any recommended action items will be made available upon written request by the Client. Jupitice may, from time to time, update these security measures but will not materially reduce them during the terms of the Agreement.

3.3 Jupitice Data Processing Agreement ("DPA") is incorporated in the Master Agreement by reference when the General Data Protection Regulation ("GDPR") or California Consumer Privacy Act ("CCPA") applies to the Client's use of the Services.

4. Fees and Billing

4.1. Fees: The fee for the service is described in an associated Service Order or invoice. Any renewal fees will be based on the current fees charged by Jupitice unless otherwise stated in a Service Order. All fees due are payable in INR/ U.S. Dollars unless otherwise stated on a Service Order. Jupitice's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and the Client shall be responsible for payment of all such taxes, levies, or duties.

4.2. Billing and Payment: Jupitice issues invoices for the Service on or about the subscription starting from the date of the agreement. Fees for the service shall be paid as per the terms & conditions contained in the Service Order. The client is responsible for providing complete and accurate billing and contact information and notifying Jupitice of any changes to such information.

5. Term

This Agreement commences on the Effective Date and will continue for an initial term as contained in the Service Order.

6. Suspension and Termination

If the Client is in breach of this Agreement due to non-payment, Jupitice may suspend the Client's access to, and use of the Service until the Client has cured the breach. Jupitice will provide at least 15 days notice prior to any such suspension due to non-payment. Additionally, either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and does not cure such breach within 30 days after written notice of such breach. Upon the expiration or termination of this Agreement for any reason: (a) any amounts owed to Jupitice by the Client under this Agreement before such termination will become immediately due and payable in accordance with Section 4 except where this Agreement is terminated by the Client in accordance with this paragraph due to uncured breach committed by Jupitice, then Jupitice will refund the Client prepaid fees prorated from the effective date of termination, (b) Jupitice will terminate the Client's access to or use of the Service, and (c) where applicable, Jupitice will return the Client Data to the Client. The rights and duties of the parties will survive the termination or expiration of this Agreement. In no event will termination relieve the Client of its s obligation to pay any fees payable to Jupitice for the period prior to the effective date of termination.

7. Representations and Warranties

7.1. Mutual Warranty: Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

7.2. Data Warranty: The Client represents and warrants that the Client owns or has obtained all rights, consents, permissions, or licenses necessary to allow the Service access to, or possession, manipulation, processing, or use of the Client Data and Client Templates.

7.3. Service Warranty: Jupitice represents and warrants that the Service will perform in all material aspects with the Product Specifications.

8. Limitation of Liability

In no event and under no circumstances shall Jupitice and its affiliates or our third-party service providers be liable to any user on account of that user's use or misuse of the platform/ software. Such limitation of liability shall apply to prevent recovery of indirect, incidental, consequential, special, exemplary and punitive damages, whether such claim is based on warranty, contract, tort (including negligence) or otherwise (even if Jupitice has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from the use or misuse of and reliance on the platform/ software, from the performance or misperformance of the platform/ software, from an inability to use the Jupitice platform, or from the interruption, suspension or termination of the platform/ software (including such

damages incurred by third parties). Such limitation shall apply notwithstanding a failure of the essential purpose of any limited remedy and to the fullest extent permitted by law.

9. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, JUPITICE AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND RELATED TO THE PLATFORM/ SERVICE AND ALL CONTENT IS PROVIDED TO THE CLIENT STRICTLY ON AN "AS IS, AS AVAILABLE" BASIS. ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless Jupitice and its subsidiaries, affiliates, joint ventures, suppliers, officers, directors, shareholders, employees and agents, from any claim or demand made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of the Platform/ Software or its features, any alleged violation of these terms, or any alleged violation of any applicable law or regulation. Jupitice reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, but doing so shall not excuse your indemnity obligations.

11. No Notice of Updates

Jupitice reserves the right to modify or change this agreement from time to time without serving any notice to you. The latest version will be available on the site. Jupitice also may update or modify the Platform/ Software from time to time at its discretion. Electing to continue use of the Jupitice Platform, after the date of posting of these modifications to the Agreement or to the Jupitice Platform constitutes acceptance of these modifications. If you do not agree with the modifications, do not use the Platform/ Software.

12. Confidentiality

12.1. Confidential Information: Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, Client Data, Client Templates, User Details, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party ("Confidential Information").

12.2. Protection of Confidential Information: The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or exercising its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the representatives, employees or contractors of the Receiving Party who have a need to know such Confidential Information for the purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Section 13.2. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

12.3. Exceptions: The Receiving Party's obligations under Section 12.2 with respect to any Confidential Information of the Disclosing Party will not apply if such information: (a) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public;

or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of a similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure. Disclosure pursuant to Section 13.3(iii) shall not render Confidential Information as non-confidential or remove such Confidential Information from the obligations of the confidentiality obligations set forth in this Section 12.

12.4. Return of Confidential Information: The Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement. The Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 12.4. Notwithstanding the foregoing, the Receiving Party may retain a limited number of electronic backup copies of Confidential Information as are automatically created and retained by the Receiving Party's standard backup processes and systems. The Receiving Party shall comply with its obligations under this Agreement with regard to such copies and shall destroy them in accordance with Receiving Party's normal destruction processes.

13. Miscellaneous Provisions

13.1 SEVERANCE. WAIVER: If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force.

13.2 AUDIT: You agree that, on request made by Jupitice, you will certify in writing your compliance with the terms of this Agreement.

13.3 ASSIGNMENT: You may not assign this Agreement or sublicense, assign, transfer or delegate any right or duty hereunder, without the prior written consent of Jupitice, at our sole discretion. Notwithstanding the foregoing, Jupitice may assign or transfer this agreement or any rights granted hereunder without your prior consent. This agreement is binding and will inure to the benefit of the parties and its successors and permitted assigns.

13.4 ENTIRE AGREEMENT: This agreement and the terms expressly incorporated by reference herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.