

Terms of Service

Scope

Rplus Analytics is owned and operated by Rplus Analytics Solutions Private Limited. This Agreement is a legally binding contract between you ("Customer") and Rplus Analytics Solutions Private Limited (which will be referred as "Rplus Analytics" for the rest of agreement). Rplus Analytics provides the Service(s) (as defined below) to you subject to and conditioned upon your acceptance of this Agreement.

BY ACCESSING AND USING THE SERVICE IN ANY WAY, YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. DO NOT USE THE SERVICE IF YOU DO NOT AGREE TO ANY OF THE TERMS.

Rplus Analytics reserves the right to change this Agreement at any time. All the changes to the Agreement will be effectively immediately after publication of the revised version at www.rplusanalytics.com/termservice. We encourage you to review this Agreement periodically.

Definitions

Agreement	This contract between Rplus Analytics and its Customers
Customer	An individual or legal entity that pays to use the Rplus Analytics Application
Rplus Analytics Application	The site of applications available at https://demandsense.rplusanalytics.com or any of its sub-domain
Rplus Analytics Website	www.rplusanalytics.com
Service(s)	The features available at Rplus Analytics Application that a Customer can use during free trial or after sign-up to do demand forecasting and analytics.
Customer Subscription Form	An order confirmation form that captures key terms & conditions of the Services that Customer purchases from Rplus Analytics
Users	Individual people or accounts that are designated and Authorized by Customer to access Rplus Analytics Application
Customer Data	All Contact Information and other permitted information submitted by Customer to, or collected by Customer via, the Service. Customer Data does not include Sensitive Information.
Term or Contract Term	Total duration of contract for which Rplus Analytics needs to provide Services to the Customer as per Customer Subscription Form
Billing Cycle	The frequency of Billing

Rplus Analytics Services

A Customer may purchase the right to use some or all features of Rplus Analytics Software as a Service ("Service") available at <https://demandsense.rplusanalytics.com> or any other URL designated by Rplus Analytics. Such purchase will be based on the pricing plans on www.rplusanalytics.com and will be more accurately captured in a Customer Subscription Form filled and signed by the Customer. The Services will form one or more of following:

- Usage of features of <https://demandsense.rplusanalytics.com> for the Term as per

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Customer Subscription Form

- Training Services from Rplus Analytics if captured in Customer Subscription Form
- Consulting Services from Rplus Analytics if captured in Customer Subscription Form
- Customized Development and Support Services if captured in Customer Subscription Form

The number of users, usage restrictions & limits, usage term and other Service related attributes will be captured in Customer Subscription Form.

The use of Services is governed by the terms of this Agreement. Rplus Analytics may update the platform periodically that may change the functionality and behaviour of the Services. Nothing in this agreement prevents Rplus Analytics from updating the platform unless such change materially impacts the Services committed to Customer for the term under Customer Subscription Form.

Rplus Analytics may add additional features in the platform that may be offered to existing and new Customers at additional price. Purchasing Services once does not entitle Customers to get access to new features and services in Rplus Analytics platform without additional payment.

By entering into this Agreement you confirm that your purchase decision is not dependent on any oral or written public comments made by Rplus Analytics regarding future functionality or features.

Services Availability and Usage – Rplus Analytics Responsibilities

Rplus Analytics will use commercially reasonable effort to make Services available 24×7 except in case of planned Downtime (defined below) and Force Majeure (defined later in the agreement).

Planned Downtime

Rplus Analytics may shut down the Services to perform planned maintenance of the platform or to upgrade the platform. To the extent possible and reasonable, we will schedule such downtime in non-business hours for majority of our Customers over weekend. We will provide at least 8 hours of notice for such downtime.

Services Availability and Usage – Customer Rights & Responsibilities

Rplus Analytics grants a non-transferable, non-exclusive, worldwide right to permit Users authorized by Customer to access and use the Services subject to the terms of the Agreement.

Customer agrees that:

- Customer will comply with this agreement in Service usage.
- Customer will prevent unauthorized access to the Service and Customer Data.
- Customer is responsible to provide computers, computer operating system and web browser to access Services.
- Customer shall consume the Services only for its own internal business operations, and not for the operation of a service bureau or time-sharing service, or otherwise for the benefit of a third party.
- Customer will follow applicable laws of its own Country governing usage of the Services.

Service Usage Limitations

The use of Services may be limited by criteria specified at www.rplusanalytics.com/pricing and may be more accurately described in Customer Subscription Form. Some examples of limitation are: number of emails that can be sent by Customer in a month, number of Contacts that can be managed, number of Landing Pages that can be hosted.

Any overuse of Services, if technically permitted, will be reported and may lead to additional

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billing to or suspension of Customer Account or both after due intimation to Customer.

Service Usage Restrictions

Customer agrees that it shall not

- make the Services available to anyone other than authorized Users
- sell, resell, rent or lease the Services unless explicitly permitted in Customer Subscription Form
- use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
- use the Services to store or transmit Malicious Code,
- interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or
- Stress test, Load Test the Rplus Analytics Application or knowingly or wilfully use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with our provision of the Services.
- create derivate works based on the Services except as authorized herein
- reverse engineer the Services or access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- Customer explicitly agrees that it shall not send unsolicited emails, SMS or any form of message. Rplus Analytics reserves the right to suspend and/or terminate customer's account if such unsolicited or SPAM activity is noticed.

Customer Data Protection

Rplus Analytics will use Customer Data only in context of either provisioning the Services, providing the Services or Support to Customer. We will not modify Customer Data. The access to Customer Data will be governed by this Agreement, Customer Subscription Form and our "Privacy Policy" located at www.rplusanalytics.com/privacypolicy. However, we may be compelled to disclose the data in accordance with law described in section "Compelled Disclosure".

Rplus Analytics reserves the right to monitor Customers' usage of the Services and use and share this Analysis as long as it does not identify Customer Data or Customer.

Rplus Analytics may use Customer's Name, website address and Logo in its marketing material including website, email campaigns, brochures etc. during and after active engagement. If a Customer does not want Rplus Analytics to include its name in marketing then it should make an explicit request to sales contact at Rplus Analytics.

Rplus Analytics shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.

Customer agrees that Rplus Analytics has right to process the Customer Data in any location of Rplus Analytics, its affiliates, partners and service providers.

Fees and Payment for Services

Customer will pay service fee ("Fee") for using the Services as described in Customer Subscription Form. **The paid Fee will be non-refundable and payment obligations are non-cancellable unless exceptions are provided in this Agreement or Customer Subscription Form.** The Fee is for purchases of Services (or subscription) and not for usage. For example, if a Customer purchases the Service for one year but uses only for 1 month, then the Fee paid is non-

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refundable.

Fee payable in advance

The Fee may be broken down in multiple payments over monthly, quarterly or yearly Billing Cycles. The Fee applicable to a Billing Cycle will be paid in the beginning of the Billing Cycle. The payment schedule will be described in Customer Subscription Form. For, part month during sign-up, Fee will be pro-rata.

Overuse Fee

Rplus Analytics reserves the right to monitor and audit usage of Services by Customer to determine use within permitted limits. Any overuse of the Services, even if permitted technically, whether notified to Customer or not will be billed to Customer in next Billing Cycle. Rplus Analytics may notify Customer about overuse and advise it to move to a different tier. Any change to billing tier may lead to change in Payment obligations and payment schedule that will be captured by a revised Customer Subscription Form.

Credit Period

All fee in payable in net 15 days. Rplus Analytics will apply interest of lower of a) 1.5% per month b) maximum permissible under law in case of delay in Fee payment by Customer.

Fee Hike

The Fee will remain unchanged during the Term of the Customer Subscription Form. Any hike in Service Fee by Rplus Analytics will be applicable to existing Customers only after expiry of current Term.

Taxes are extra

All quoted Fee and Prices on Rplus Analytics website are exclusive of any applicable taxes. Customer agrees to pay any applicable taxes on the Services whether it has been mentioned in Customer Subscription Form or not.

Payment Modes

Rplus Analytics supports all major electronic modes of payments. Details available on signup page.

Payment Information

Customer agrees to provide accurate Credit Card, Debit card or Bank information as may be needed to process the payments. Customer also agrees to update Rplus Analytics about change in any payment information that may impact processing of payment in current or subsequent billing cycles. Any failure of payment processing due to inaccurate information may lead to suspension or termination of Customer Account.

Term, Termination, Cancellation and Refund

Auto-renewal of paid plan Customers unless Customer provides termination notice

For paid plan customers, the Term of the Agreement will be defined in Customer Subscription Form. By entering into this Agreement Customer agrees to pay for the full Term of the Services. The Agreement cannot be cancelled by either party for convenience within the Term. Upon expiry of current term, the Agreement will automatically renew to next term whose duration and fee schedule will be same as current Term unless Rplus Analytics provides a 60 day notice to Customer on change of fee, schedule or any other aspect of contract. Any party that does not

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want to renew the Agreement after expiry of current Term needs to provide a notice of 60 days to other party before the expiry.

Auto-termination of unused accounts under free plan

Any Customer account under Free plan, if inactive for 60 days or more, can be deactivated or fully terminated at the discretion of Rplus Analytics. We will do our best to remind and notify Customers in advance about the termination.

Termination for cause

In case of any breach by Rplus Analytics, the Customer shall serve a 30 day notice to Rplus Analytics to rectify the breach. If Rplus Analytics is unable to rectify it within 30 days from the date of notice, the Customer will have right to terminate the agreement with immediate effect. In this case the Customer will be entitled to get a refund of the fee for the unused term (unused term included the 30 day notice period). For example if a Customer signs up and pays for 1 year and serves the notice of breach after 7 months which results in termination after 30 days then Customer will get refund for 5 months.

Rplus Analytics also reserves the right to terminate the Agreement with a 30 days' notice if Customer breaches this agreement with a 30 day notice. No refund will be provided to Customer if Rplus Analytics terminates the Agreement for Cause.

Return of Customer Data

Within 30 days of termination of the agreement for cause or convenience, the Customer can request Rplus Analytics to provide a copy of data stored in its account at Rplus Analytics. Rplus Analytics will make available a CSV file of data within 15 days of such request.

Notwithstanding any clause in this agreement, Customer's obligation to pay for any due and unpaid invoices will remain intact. This includes termination for non-payment of dues occurring because of overuse of subscription limits.

Proprietary Rights / Ownership

Rplus Analytics Rights

Rplus Analytics owns or has rights to all intellectual property rights in and to the Services and Software (including all derivatives or improvements thereof). All suggestions, enhancements requests, feedback, recommendations or other input provided by Customer or any other party relating to the Services or Software shall be owned by Rplus Analytics, and Customer hereby does and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership. Any rights not expressly granted herein are reserved by Rplus Analytics.

Customer Rights

Customer owns any data, information or material originated by Customer that Customer submits or compiles in the course of using the Services Rplus Analytics has no ownership rights in or to Customer Data. Customer shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to Customer Data.

Non Rplus Analytics Providers

No purchase of non-Rplus Analytics products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection. You may however use a third party product supported by Rplus Analytics or independent or use consulting

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services from a third party to derive additional benefits.

We are not responsible for service and support of non-Rplus Analytics products even though they may be certified or recommended by us unless it is explicitly included in the Customer Subscription Form. We are not responsible for quality of service by a third party consulting or professional services firm. If a third party used by Customer ceases to exist then it will not lead to refund from Rplus Analytics even though the third party might be integrated in Rplus Analytics application.

In case of use of third party provides, the Customer data may be exposed to them. Rplus Analytics is not responsible for protection for Customer data while it is being processed or used by third party.

Confidentiality

Definition of Confidential Information

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include Customer's Data; Rplus Analytics's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Customer Subscription Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer's Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

Protection of Confidential Information

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

Warranties

Each party represents and warrants to the other party that it has the power and authority to enter into the Agreement. Rplus Analytics warrants to Customer that it will use best efforts to (a) perform the Services substantially in accordance with its documentation under normal use; and (b) provide the Services in a manner consistent with generally accepted industry standards. Customer must notify Rplus Analytics of any warranty deficiencies within 30 days from performance of the relevant Services in order to receive warranty remedies.

For breach of the express warranty set forth above, Customer's exclusive remedy shall be the re-performance of the deficient Services. If Rplus Analytics cannot re-perform such deficient Services

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as warranted, Customer shall be entitled to recover a pro-rata portion of the fees paid to Rplus Analytics for such deficient Services, and such refund shall be Rplus Analytics's entire liability.

Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY RPLUS ANALYTICS, THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM RPLUS ANALYTICS IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT.

Mutual Indemnification

Rplus Analytics shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Services as contemplated hereunder infringes the intellectual property rights of a third party; provided, that Customer (a) promptly gives written notice of the Claim to Rplus Analytics; (b) gives Rplus Analytics sole control of the defense and settlement of the Claim (provided that Rplus Analytics may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Rplus Analytics, at Rplus Analytics's cost, all reasonable assistance.

Customer shall defend, indemnify and hold Rplus Analytics harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Rplus Analytics by a third party alleging that Customer Data, or Customer's use of the Services in violation of the Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party or violates any law or regulation; provided, that Rplus Analytics (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Rplus Analytics of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS OR ANY OF ITS AFFILIATES, BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF BUSINESS OR OTHER LOSS (INCLUDING SUBSTITUTION OF SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY THIRD PARTY SERVICES DELIVERED IN CONNECTION HERewith EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY; AND IN NO EVENT SHALL EITHER PARTY'S OR ITS AFFILIATES' OR RESOURCES' CUMULATIVE LIABILITY HEREUNDER (OTHER THAN FOR CLAIMS FOR PAYMENT OF FEES DUE) EXCEED THE LOWER OF AMOUNT PAID OR PAYABLE BY CUSTOMER TO RPLUS ANALYTICS IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM OR USD 5000 (US DOLLARS FIVE THOUSAND ONLY).

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Force Majeure

Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

Compelled Disclosure

Rplus Analytics reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Data Retention

We will retain your information while providing Services to you. In the event of your cancelling your account with us, we guarantee to retain your data for your backup purposes only for one month from cancellation date after which we may delete and destroy it. However, we will retain any data for as long as required to comply with laws or enforce our rights.

General provisions

Contracting Entity

The Legal Entity behind Rplus Analytics entering into this Agreement is: **Rplus Analytics Solutions Private Limited**, #35, Second Floor, Krishna Reddy Colony, Domlur Layout, Bangalore 560078.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Karnataka, India. The parties agree that any litigation brought under or in connection with this Agreement will be brought in the courts of competent jurisdiction located in the Bangalore District of Karnataka. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

Actions Permitted

Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than one year after the cause of action has accrued.

Severability

If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, or for any reason invalid, unenforceable, void or voidable, such provision or provisions shall be deemed to be null and void and the remainder of this Agreement shall, to the extent practicable, remain in full force and effect. To the extent a provision of this Agreement is invalid, unenforceable, void or voidable, the parties agree to negotiate in good faith to amend such to conform as nearly as possible, in accordance with applicable law, to the intended purpose and intent of the original provision.

Order of Precedence

In the event of any conflict between a Customer Subscription Form and the terms of this Agreement, the term and conditions of the Customer Subscription Form shall govern and control

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but solely with respect to the subject matter thereof.

Relationship of the Parties

No joint venture, partnership, employment, or agency relationship exists between Rplus Analytics and Customer as a result of the Agreement or use of the Services.

Assignment

Customer may not assign this Agreement without prior written approval of Rplus Analytics, such approval not to be unreasonably withheld or delayed, provided that such approval shall not be required in connection with a merger or acquisition of all or substantially all of the assets of the Customer. Rplus Analytics may assign or transfer this Agreement to any successor.

No Waiver

The failure of either party to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Notices

Any notice or other communication required or permitted under this Agreement shall be given in writing to the other party at their respective addresses set forth below via hand delivery, or certified mail return receipt requested, or by nationally recognized overnight delivery service. The parties by notice may designate another address or individual to which a required notice may be directed. Notices shall be effective upon receipt. Each notice sent or mailed in the manner described above shall be deemed provided for all purposes at such time as it is delivered to the addressee (with the return receipt or the delivery receipt being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

If to Customer, to: Customer Name and Address as per Customer Subscription Form

And if to Rplus Analytics: Attn: Legal Department – **Rplus Analytics Solutions Private Limited**, #35, Second Floor, Krishna Reddy Colony, Domlur Layout, Bangalore 560071.

Entire Agreement

This Agreement, including all exhibits and addenda hereto and all Customer Subscription Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in your Customer Subscription Form or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Survival

The following sections shall survive the expiration or termination of this Agreement: Fees and Payments for the Services, Proprietary Rights / Ownership, Confidentiality, Mutual Indemnification, Disclaimer, Limitations of Liability, Term, Termination, Cancellation and Refund, and General Provisions.

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Contact Information

You can contact us at legal@rplusanalytics.com.