

## NIRAD TERMS OF SERVICE

The following terms shall apply to the **Customer** (as set out under the Order Form, defined below) and exclusively govern the Customer's use of the proprietary enterprise grade network management platform namely '**NIRAD**' offered on a subscription basis by **Benison Technologies Pvt. Ltd.** (A company formed under the laws of India, with an office at Prestige Terminus 2, #09, Unit No G-01, Ground Floor, Old-Airport Exit Road, Konena Agrahara, MurgeshPallya, Bengaluru, Karnataka 560017, hereinafter referred to as "**We**" "**Benison**" or "**Company**").

By signing a quotation or Order Form (defined below) that incorporates these Terms, with Benison or Benison's reseller as named under the applicable Order Form for the Services (defined below) to Benison or Benison's reseller named under such Order Form, the Customer agrees to be bound by these NIRAD Terms of Service together with all attachments/ annexes/ schedules and other ancillary documents that relate to it referred to in these Terms ("**Terms**").

### 1. DEFINITIONS

In these Terms:

- a. "**Affiliate**" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. 'Control' for the purposes of this definition, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that company, through the ownership or control of securities representing a majority of the voting interests of the subject entity.
- b. "**Customer Account**" shall mean the account that the Customer shall be required to create by providing the information sought by us, in order to use the Services.
- c. "**End Users**"; "**End User**"; "**User**" or "**Users**" shall mean any person permitted or authorized by the Customer to avail the Services.
- d. "**Nirad Service(s)**", "**Service**" or "**Services**" shall mean an enterprise grade propriety network management platform namely NIRAD platform as more specifically set out under **Schedule A** offered on a subscription basis as an online service offered by Benison and the details of such Services are more specifically set out under the applicable Order Form or quotation.
- e. "**Order Form(s)**" shall mean any order document agreed by Customer in consideration of the supply and delivery of Hardware and the Services opted by the Customer set out under a document similar to a sample format of the Order Form attached as the **Schedule B**.

### 2. SERVICES:

- a. During the Subscription Term (as defined below) and subject to these Terms, Benison hereby grants the Customer and the Customer hereby subscribe for/to, a non-exclusive, non-transferable, non-assignable, limited license to use, and access the Services for the Customer's internal business use only along with the Hardware supplied by Benison.
  - b. As a part of the Services, the Customer shall also be eligible to receive support as set out in **Schedule C**.
  - c. Nothing herein contained shall be construed as granted to the Customer any intellectual property right which include copyrights, patents or trade secrets, in or to the Services or any component or part thereof except as expressly provided for hereunder.
- 3. Hardware**
- a. Benison or Benison's reseller as set out under the applicable Order Form and the Customer shall from time to time execute an Order Form for the purpose of order, supply and delivery of the all eligible Nirad hardware components provided by the Company to the Customer which are pre-requisite for the usage of the Services ("**Hardware**"). Each Order Form will specify the price, quantity, reference details and location where the Hardware is to be shipped by Benison. Should a conflict arise between the terms and conditions contained in any Order Form and these Terms, the terms and conditions of the Order Form in relation to the supply and delivery of the Hardware shall prevail.
  - b. Any delivery of the Hardware shall be on Ex-Works basis as per Incoterms® 2020 and at the cost and expense of the Customer. The Company will use reasonably commercial efforts to deliver the Hardware in accordance with the delivery schedule agreed between the Parties. Benison warrants to the Customer that the Hardware shall conform to the specifications listed under the documentation provided along with the Hardware and shall be free from defects in materials and workmanship for a period of one (1) year from the date of installation of the Hardware (the "**Warranty Period**"). All the details pertaining warranty and return merchandise authorization policy are set out in Schedule D. The Customer agrees that the warranties provided by Benison under these Terms shall be limited to the Customer only and the Customer shall ensure that (i) its End Users use the Hardware in accordance with the documentation of the Hardware and (ii) its End Users should not be directed to Benison for any warranty claims.
  - c. Benison and/ or Benison's reseller reserves the right to refuse, cancel or delay delivery of any Hardware to the Customer when in the Benison's and/ or Benison's reseller's opinion the Customer has been/is delinquent in payments or fails to meet financial requirements established by Benison and/ or Benison's reseller, or when the Customer has failed to perform its other obligations under these Terms.

- d. Upon delivery of the Hardware, the Customer shall be responsible for installation of the Hardware in the agreed location in order to activate Nirad Services and Benison shall not be held responsible for the same, in any manner.

**4. REQUIREMENT OF USE OF SERVICES:**

- a. **Devices, operational systems, and accounts.** Use of the Services may require compatible devices and/or operational systems and 4G connectivity; it may require periodic updates and the Services may be affected by the performance of these factors. The Customer agrees that meeting these requirements is the Customer responsibility.
- b. **Availability of the Service.** The Services, or any feature or part thereof, may not be available in all languages or in all countries and Benison makes no representation that the Services, or any feature or part thereof, is appropriate or available for use in any particular location. The Customer acknowledges that it is the Customer's responsibility to ensure that the use of the Services is permitted under the laws of the Customer's jurisdiction or the jurisdiction of the Customer's Users.
- c. **Third party functionality.** Our Services depend frequently on third parties' functionalities (e.g. AWS, Digital Ocean, SMS providers etc.). If these third parties reduce their functionality, they may consequently be affected, or if any regulatory order or local government or any other authority limits or restricts operations of such third parties, then Benison shall not be responsible for the same.

**5. REGISTRATION OBLIGATIONS:**

- a. As a condition to use the Services, the Customer may be required to register with Benison by completing the registration process through the Company's website and completing and submitting the account registration form on the Company's website OR by contacting the Company over email or phone.
- b. Under no circumstances should any of End Users of the Services be below 18 or the age of consent in their respective jurisdiction.
- c. The Customer agrees that all the information provided to Benison for the purpose of registration of the Users shall be accurate, complete, and updated.
- d. The Customer shall be responsible to maintain and promptly update the registration data of Customer like email, phone number, submitted to the Company while signing up for the Customer Account. Failure to do so shall constitute a breach of these Terms, in which case the Company may at the Company's discretion terminate these Services or Customer Account.

- e. The Users may be required to register with Customer and enter his/her email address and/or phone number on the Services. This account management will be facilitated through an admin appointed by the Customer. The Customer shall ensure that the Users shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of User's account. User shall be responsible for maintaining the confidentiality of User's account and password.
- f. The Customer shall be responsible for maintaining the confidentiality of the login id and password of the Customer Account. Under no circumstances shall the Company be responsible for maintaining the confidentiality of the same.
- g. The Customer shall notify Benison immediately of any unauthorized use of login credentials of the Customer Account or any other known or suspected breach of security; in such case the Customer shall report the details of such security breach to Benison immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected.
- h. Access. The Customer shall be solely responsible for the acts and omissions of its Users. Benison shall not be liable for any loss of data or functionality caused directly or indirectly **by the Users**.

**6. SUBSCRIPTION TERM:**

- a. The license to use, and access the Services is granted to Customer for a subscription period as may be set out under the applicable Order Form ("**Initial Subscription Term**") and unless the Customer's subscription is terminated in accordance with these Terms, the Customer's subscription shall automatically be renewed for a period of similar duration as that of the Customer's Initial Subscription Period (each "**Renewal Term**"). The Initial Subscription Term and/or each Renewal Term shall be individually or collectively (as the case may be) referred to as the ("**Subscription Term**"). The Subscription Term shall be effective from the actual date of Customer's subscription to the Services. The then rates applicable for the Renewal Term as per Company's policy for the Services shall apply to the Customer.
- b. For subscribing to the Services, the Customer must provide current, complete and accurate information for the Customer's billing account. The Customer must promptly update all information to keep the Customer's billing account current, complete and accurate (such as a change in billing address, bank account number, credit card number, or credit card expiration date), and the Customer must promptly notify the Company, if the Customer's payment method is cancelled (e.g., for loss or theft) or if the Customer become aware of a potential breach of security, such as the unauthorized disclosure or use of the Customer's username or password. Changes to such information can be made by emailing the Company at [info@niradnetworks.com](mailto:info@niradnetworks.com). If Customer fails to provide any of the foregoing information, the Customer agrees that the Company may continue charging the Customer for any use of paid services under the Customer's billing account unless the Customer has terminated the Customer's paid Services as set forth above.

- c. Upon subscribing to the Services, the Customer shall be responsible for maintaining the confidentiality of the information including information of all the Users available to the Customer under the Customer Account and shall be fully responsible for all activities that occur under Customer Account. The Customer agrees to (i) immediately notify the Company of any unauthorized use of Customer Account information or any other breach of security, and (ii) ensure that the Customer signs out from Customer Account at the end of each session. The Company shall not be liable for any loss or damage arising from the Customer's failure to comply with this provision.
  - d. The Customer shall ensure that Users always abide by the terms of these Terms while accessing and using the Services. The Customer shall be solely responsible for the acts and omissions of its Users. The Company shall not be liable for any loss of data or functionality caused directly or indirectly by its Users.
  - e. The Customer may never use another person's Customer Account or registration information for the Services without permission. The Customer must notify the Company immediately of any change in the Customer's eligibility to use the Services (including any changes to or revocation of any licenses from state authorities).
  - f. The Customer should never publish, distribute or post login information for the Customer Account.
7. **SUBSCRIPTION FEES:**
- a. In consideration of the Services provided under these Terms by us, the Customer agrees to pay Subscription fees ("**Subscription Fees**") in the amounts and for the Subscription Term, the Customer has opted for and agreed to.
  - b. Unless the Customer terminates Customer's subscription any time before the end of Customer's billing cycle, authorize the Company to charge the Customer the Subscription Fees for the next billing cycle, at the then applicable rates.
  - c. The Services are billed in advance and are non-refundable.
  - d. The Subscription Fees and other prices quoted are exclusive of applicable taxes. The Customer shall pay all applicable taxes, duties, levies, and other similar charges (and any related interest and penalties) imposed, (except for taxes on Benison's net income).
  - e. Should any payment for the Services be subject to withholding tax by any government, the Customer will reimburse the Company for such withholding tax.

- f. In the event of any delay or default in the payment of fees beyond ten (10) days from the date of the invoice by the Customer, Benison reserves its right suspend the Services and initiate the recovery proceedings to collect the full amount due, including any attorneys' fees and legal costs of such recovery.
  - g. In the event the Customer requests to unsubscribe the Services, Benison will NOT refund the Subscription Fees paid by the Customer as the subscription features shall remain active till the end of the Subscription Term. However, in case there is a breach of these Terms, subscription features shall also be terminated as per the Section No. 12 (TERMINATION).
8. **PRIVACY POLICY:**  
the Customer's information which is personal and sensitive in nature including the information of Users collected by or through the Services are subject to the Company's Privacy Policy ("Privacy Policy"). The Privacy Policy is available at: [•]
9. **COPYRIGHT AND LIMITED RIGHT TO USE:**  
The Customer agrees not to and not allows any person (including Users) to:
- a. reproduce, redistribute, duplicate, copy, sell, resell, lease, transfer, sub-license, publish or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services;
  - b. Allow any third party to use Customer Account;
  - c. attempt to open, repair or damage the Hardware;
  - d. will not transmit, distribute, post, store, link, or otherwise traffic in content, information, software, or materials on or through the Service that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, the Customer know is false, misleading, untruthful or inaccurate, constitutes unauthorized or unsolicited advertising, fraudulent or inappropriate purpose; impersonates any person or entity, including any of the Company's employees or representatives, includes anyone's identification documents or sensitive financial information;
  - e. decompile, disassemble, reverse engineer, and attempt to discover the source code of the NIRAD platform used to provide the Services;
  - f. place the Company's firmware, platform software or confidential information onto a server so that it is accessible via a public network;
  - g. export or re-export the Services in any form in violation of any applicable laws and regulations regarding export control of the country in which Customer obtained them;

- h. use the Services for any purposes that potentially could cause or might result into any property damage, death, bodily injury or personal injury or any other hazardous application of the Services;
  - i. impersonate any person or entity;
  - j. transmit, distribute, post, store, link, or otherwise traffic in content, information, software, or materials on or through the Service that
    - i. the Customer (or User) do not have a right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
    - ii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
    - iii. would constitute unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
    - iv. contains software, virus 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;
  - k. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
  - l. use automated scripts or programs to access or download pages, documents, images or any other content in the application other than the provided API;
  - m. Intentionally or unintentionally violate any applicable local, state, national or international laws and any regulations having the force of law.
10. **OUR RESPONSIBILITIES:**
- a. **Providing the Services** - We will make the Services available to the Customer and Users as described in these Terms.
  - b. **Keeping the Services Available** - Benison shall use commercially reasonable efforts to make the Services available except for: (a) planned downtime (of which Benison shall give at least 8 hours notice through an email notification), or (b) any unavailability caused by circumstances beyond Benison's reasonable control, including without limitation, acts of God, epidemics, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, lockdowns, quarantine conditions, strikes or other labor problems (other than those involving Benison's employees), Internet service provider failures or delays, or denial of service attacks.

- c. **Protecting Customer Data** – The Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' or agents' possession or control.

11. **RESPONSIBILITIES OF CUSTOMER:**

- a. The Customer agrees not to stalk, exploit, threaten abuse or otherwise harass another user, or any Benison employee. Doing so will result in an immediate deletion of Customer services. We do not tolerate abuse in any form.
- b. The Customer agrees that, the Customer shall be responsible for all the activities carried out by the User by using or accessing the Services of Benison.
- c. The Customer acknowledges that the Users may be subject to additional license terms namely the End User License Agreement (the “**EULA**”) as a precondition for their use of the Services. The current version of the EULA is set out under the **Schedule E**.

12. **TERMINATION:**

- a. A Customer may terminate the subscription to the paid Services, at any time, by sending an email to [info@nirdanetworks.com](mailto:info@nirdanetworks.com).
- b. The Customer agree that Benison, in its sole discretion and subject to compliance of the applicable laws, may terminate the Customer Account, subscription and/or use of the Services and remove and discard any data provided by the Customer or Users within the Services, if Benison believes that the Customer has violated or acted inconsistently with the letter or spirit of these Terms and the Customer fails to correct the reported breach by Benison within seven (7) days from the date of receipt of such notice. Benison may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with notice to you. Further, the Customer agrees that Benison shall not be liable to the Customer or any third-party for any termination of the Customer's access to the Services, any modification, suspension or discontinuance of the Services by Benison.
- c. Due to cancellation by the Customer or termination by Benison for cause, at any time, the Customer agrees that Benison shall not be liable to refund the Subscription Fees paid by the Customer to Benison.

13. **PROPRIETARY RIGHTS OF BENISON:**

- a. The Customer understands, acknowledges and agrees that as between the Customer and Benison, Benison is the owner of all rights, title and interest, including all intellectual property rights in the Services. While the ownership of the Hardware shall vest with the Customer upon payment of all the fees set out under the respective Order Form.



- b. The name "Nirad" and Nirad logo are registered trademarks of Benison and may not be used in connection with the products or services of any other person in any manner that is likely to cause confusion.
- c. The Customer understand and acknowledge that Benison uses third-party licenses and/ or open source tools or software in the Services or in the maintenance thereof; that Benison is an authorized licensee of such third-party licenses and/or tools pursuant to the respective license terms; and that Benison is compliant with the respective license terms of each of such licenses.
- d. From time to time, the Customer may provide feedback, suggestions, requirements or recommendations ("Feedback") regarding the Services or the Subscription. The Customer hereby assigns to Benison all right, title and interest into such Feedback and an exclusive right to create any developments based on such Feedback.
- e. The Customer agrees that by using the Services, the Customer gives the Company permission and a limited license to use the Customer's name, or the Customer's company name and logo in self-promotional materials, web-page, proposal and similar matters and indicating the Customer as the Company's customer. In case Customer would like the Company not to use the Customer's name, trademarks, service marks, and/or logo on the Company's website, the Customer can write to email-address at [•].

**14. WARRANTY AND DISCLAIMER OF WARRANTIES:**

The Customer expressly understands and agrees that:

- a. Benison does not warrant that the Services will be available at any given time, secure, accurate or free of error.
- b. The Customer's use of the Services is at the Customer's sole risk and the Customer assumes the risk that any material downloaded by the Customer from the Services may cause loss of data or damage to the Customer's system. THE SERVICES, HARDWARE AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BENISON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.
- c. Any material downloaded or otherwise obtained through the use of the Services is done at the Customer's own discretion and risk and that the Customer will be solely responsible for any damage to any computer system or loss of data that results from the download of any such material.

- d. No advice, or other information, whether oral or written, obtained by the Customer from Benison or through or from the use of the Services shall create any warranty not expressly stated in these Terms.

**15. INDEMNIFICATION AND LIMITATION OF LIABILITY:**

- a. The Customer agrees to indemnify, defend and hold harmless Benison and its officers, directors, and employees (each, an “**Indemnified Party**”) from and against all claims, fines, suits, proceedings, causes of action, demands, or liabilities of any kind or of any nature arising out of or in connection with the Customer’s violation of the Terms or the Customer’s Users violation of these Terms or for any unauthorized use of the Services.
- b. The Customer expressly understands and agrees that Benison shall not be liable under or for contract, negligence, strict liability or other theory (even if Benison has been advised of the possibility of such damages) for (a) any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, (b) for indirect loss, claims, liabilities, costs arising out of or related to or resulting from:
  - i. the use or the inability to use the Services, due to downtime, server failure or otherwise;
  - ii. unauthorized access to the Customer’s Client Account;
  - iii. statements or conduct of any third party through use of the Services; or
  - iv. any other matter relating to the Services.
- c. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ELSEWHERE, THE MAXIMUM LIABILITY OF BENISON UNDER THESE TERMS IN CASE OF THE PAID VERSION SHALL NOT EXCEED THE SUBSCRIPTION FEES YOU HAVE PAID US IN THE PRECEDING ONE MONTH IN WHICH THE CLAIM AROSE. THIS LIABILITY OF BENISON SHALL APPLY IRRESPECTIVE OF THE FORM AND NUMBER OF CLAIMS ARISING OUT OF THE USE OR ACCESS OF THE SERVICES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN.

**16. CHOICE OF LAW AND JURISDICTION:**

- a. These Terms shall be construed and governed by the laws of India subject to the arbitration section below.
- b. In the event of any dispute arising out of or in connection with the validity, interpretation or implementation of these Terms, such dispute shall be referred to an arbitrator to be mutually appointed, who shall conduct the arbitration proceedings in accordance with Arbitration and Conciliation Act, 1996, any rules made thereunder and any statutory modifications thereof. The arbitration proceedings shall be held in Bangalore and conducted in English language.

**17. MISCELLANEOUS:**

- a. **Audit and Inspection.** Benison shall have the right to audit the Customer's use of the Services in order to verify that it is being used in compliance with these Terms. Notwithstanding anything to the contrary contained herein, Benison shall be entitled to introduce patches and / or other programs to monitor the Customer's usage of the Services, in order to ensure that the Customer's usage of the Services is in accordance with the terms of these Terms. In the event of the Customer's usage exceeds permitted usage as set out under these Terms, the patches and / or other programs introduced by Benison might make the Services unusable and, in such event, Benison shall not be liable for any damages, expenses, losses, or any other consequence caused to the Customer as a result thereof.
- b. **Entire Understanding:** These Terms, along with the Privacy Policy constitute the entire agreement between Customer and Benison and governs Customer's use of the Services.
- c. **Waiver:** The failure of Benison to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- d. **Severability:** In the event that it is determined by a court of competent jurisdiction that any provision of these Terms or part thereof is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties hereto, while the remainder of these Terms shall remain in full force and effect and bind the parties hereto according to its terms. To the extent any provision cannot be enforced in accordance with the stated intentions of the parties hereto, such Terms shall be deemed not to be a part of these Terms.
- e. **Assignment:** The Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Benison (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign these Terms in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of these Terms upon written notice to the assigning party. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- f. **Surviving Provisions:** any provisions which by their nature should survive the termination or expiry of these Terms shall survive any such termination or expiration of these Terms.
- g. **General:** The Customer agrees to use the Services at Customer's own risk. If the Customer has any questions, complaints or claims with respect to the Services or firmware, the Customer should contact to [Info@niradnetworks.com](mailto:Info@niradnetworks.com)

**Schedule A**  
**Details of Nirad Services including the NIRAD platform**

**1. Nirad Network Monitoring and OOBM Platform**

- a. A Cloud Based SaaS Platform that can remotely manage and monitor Nirad Hardware.
- b. Remote Management means the ability to remotely configure the Nirad Hardware from the Cloud Platform
- c. Remote Monitoring means the ability to monitor for any alerts, failures, loss of connectivity and other events.
- d. Out of Band Management (OOBM) means the ability to remotely access any other device (typically another router) which is connected to the Nirad Hardware over a Serial cable connection. Typically, OOBM access is needed when the primary means to access the other device is unavailable for any reason.

**2. Nirad Hardware**

- a. Nirad Hardware is a physical router that provides internet access and other network services over 4G.
- b. The Hardware can be configured to provide backup internet connectivity over 4G if the primary internet goes down.
- c. The Hardware can be connected to upto 4 other devices over the Serial Cable in order to provide Out of Band Management capability. This capability is available only via the Nirad Cloud Platform.
- d. The Hardware can be remotely managed and monitored exclusively via the Nirad Cloud Platform

**Schedule B**  
**Sample of the Order Form**

This Order Form # [•] is entered into by BENISON Technologies Private Limited (the “Company”) or on behalf of Benison by its authorized reseller namely [•] (as the case may be) and [•] (the “Customer”) on [•] (“Order Form Effective Date”) and shall be governed by the NIRAD Terms of Service (the “Terms”) available on <https://www.niradnetworks.com/legal/termsofuse-india.pdf>.

All capitalized terms used herein without definition shall have the meanings assigned to them in the Terms. In the event of any conflict between the Terms and this Order Form, this Order Form shall take precedence over the Terms.

Parties agree to the following terms herein:

**For the Services :**

1. **Subscription Term :** [•]
2. **Subscription Fees :** [•]

**For the Hardware :**

1. **Description of Hardware:** [•]
2. **Cost per Unit :** [•]
3. **Quantity of the Hardware :** [•]
4. **Location of Delivery of the Hardware:** [•]
5. **Other Terms (If any):** [•]

**Details of the Reseller :** [•]

**IN WITNESS WHEREOF**, the parties have executed this Order Form by their duly authorized officers or representatives and delivered as of the Order Form Effective Date

**For Customer**

Signature \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**For or on behalf of Benison**

Signature \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Schedule C Support Services

### 1. Maintenance and Support

Support Services are included in the subscription to the Services provided by the Company under this Schedule and entitles Customer to the electronic support through the support portal and email in order to help Customer locate and correct problems with the Services. Standard Support hours are Mon-Fri 8am – 8pm IST.

### 2. Response and Resolution Goals

The following definitions shall be applicable only for the purpose of this Schedule:

- **“Fix”** means the repair or replacement of Hardware component to remedy a Problem.
- **“Problem”** means a defect in Hardware that renders Hardware inoperative.
- **“Respond/ Response”** means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.
- **“Workaround”** means a change in the procedures followed or data supplied by the Customer to avoid a Problem without substantially impairing Customer’s use of the Services.

### 3. Response and Resolution Goals

The following definitions shall be applicable only for the purpose of this Schedule:

- P1 Priority Level - Priority Level 1 is a system down situation; customer safety issue or a problem that cannot be remediated with a reasonable workaround
- P2 Priority Level - Priority Level 2 is an issue that is affecting the usability or availability of a customer system and has a reasonable workaround available
- P3 Priority Level - Priority Level 3 is an issue that is not severely impacting the use of the product and has a workaround available. These issues do not prevent the customer from using the product.

All customer issues will be addressed by Support based on the priority level of the issue and the availability of information required to identify the root cause and resolve the reported problem. All response times and service levels are estimates; not guarantees. Response times and service levels are not a commitment to produce hardware or software that may be required to resolve

an issue. Benison is committed to excellent customer support and to resolving customer issues in a timely manner. Benison normal business hours are used to determine response times.

<b>Priority 1 Response</b>	<p>The initial response from Benison Support may not resolve the customer issue but is intended to ensure rapid communication of all required information to effect resolution. Priority 1 issues that result in a system outage may be worked continuously (24/7) until resolution in the discretion of the Support Manager. Benison Support will provide the customer and other stakeholders with daily updates.</p> <p>Issues will be addressed using commercially reasonable efforts. All Benison products receive software updates on a regular basis and P1 issues are candidates for inclusion in a beta release of software for earlier issue resolution. Beta software releases are provided in the discretion of the Benison Development Management Team.</p>
<b>Priority 2 Response</b>	<p>All Priority 2 issues will receive twice weekly updates to the customer and other stakeholders. If software is required to resolve a Priority 2 issue, fixes will be made available in the next feasible software release.</p>
<b>Priority 3 Response</b>	<p>Customer and stakeholder updates will be provided once weekly. Issues related to software will be moved to a Priority 2 level and be targeted for the next quarterly release once the issue has had the root cause identified.</p>

#### **Uptime Service Level Commitments.**

During the term of the Order Form, Benison shall use commercially reasonable endeavors to make the Services available twenty-four (24) hours a day, seven (7) days a week, with an uptime of 99.5% except for:

- planned maintenance carried out during the maintenance schedule from time to time non-business hours where a prior written notice is provided to the Customer; and
- unscheduled maintenance performed outside normal business hours, provided that the Benison has used reasonable endeavors to give the Customer written notice in advance.

#### **Service Level Credits**

In the event that Benison fails to maintain the Uptime Service Level Commitment as per the aforesaid Uptime Service Levels, then Customer shall be entitled to Service Credits (as mentioned below)

Uptime SLA deficit (range)	Service Level Credits (in Service Days)
99.9% - <99.95%	1
99% - <99.9	2
<99%	5

Provided that,

- (i) In no event will the amount of Service Level Credits credited to Customer with respect to all Service Level defaults occurring in a single month in aggregate shall exceed, 10 days of Service Days.
- (ii) Service Level Credits shall not be applicable to the extent that such failure is attributable to:  
(a) acts or omissions by Customer or any Third Party (including 4G service provider) ;(b) circumstances that constitute a Force Majeure Event or (c) breaches of this Agreement by Customer.
- (iii) Service Level Credits shall be an exclusive remedy of Customer for breach of Uptime Service Level Commitments by Benison.



**Schedule D**  
**WARRANTY AND RETURN MERCHANDISE AUTHORIZATION (RMA) POLICY**

**THIS POLICY SHALL GOVERN THE USE OF THE HARDWARE PROVIDED BY BENISON FOR THE PROVISION OF CUSTOMER'S USE OF THE SERVICES.**

All capitalized terms used herein without definition shall have the meanings assigned to them in the Terms. In the event of any conflict between the Terms and this Schedule D, this Schedule shall take precedence over the Terms.

**A. Warranty:**

- i. Upon installation of the Hardware, Benison hereby warrants that the all the eligible Nirad's Hardware shall be free from defects in materials and workmanship on devices, antennas and accessories for a period of one (1) year from the date of installation of the Hardware (" Limited Warranty"). Electronic parts and components, modules, internal fans and internal power supplies are covered under the Limited Warranty.
- ii. Disqualification for invoking Limited Warranty provided by us:
  - a. The Limited Warranty shall not be applicable in case any defect is caused due to your acts or omission s include, but are not limited to:
    1. Any defects or damages caused by accidents, improper installation or maintenance, misuse (including failure to follow product documentation), neglect, disassembly, alterations to the Hardware or supporting setting files, servicing other than by Benison authorized technicians, and external causes such as, but not limited to, natural disaster, water damage, extreme thermal or environmental conditions.
    2. Any defects caused by third party software.
    3. Any unauthorized obliteration or damage to the seal.
    4. Any defects caused by transportation or loading during returning voyage
    5. Any other defects that are not caused by workmanship or product quality.
    6. the damage is caused to consumable parts of the Hardware, such as batteries, unless damage has occurred due to a defect in materials or workmanship;
    7. The Hardware is not being handled, stored, installed and operated as per the documentation and in the manner specified by the Company;
    8. the Hardware has been modified or tampered without the Company's written approval;
    9. the Hardware has not been repaired by anyone other than the service representatives approved by the Company with the exception of repairs by you in accordance with documentation or instructions given by the Company;
    10. the Hardware has suffered cosmetic damages, including but not limited to scratches, dents etc.

- b. For external accessories such as antennas and power supplies, conditions that disqualify Hardware from the Limited Warranty include, but are not limited to:
  - 1. Returned power supply units that have obvious hard object damage, fissure, broken casing or deformation
  - 2. Returned power cord that is broken, has an exposed core or similar damages.
  
- B. RMA Procedure:**
  - i. **Proof of Purchase.** For the purpose of invoking the Limited Warranty, you are required to have an Order Form and a complete details pertaining Hardware including Hardware serial number.
  
  - ii. The Limited Warranty is only applicable if you have procured the Hardware directly from us or from our authorized resellers and not from any third party.
  
- C. Repair / Replacement**
  - i. Benison will attempt to repair the Hardware to restore it to its working condition. In case the Hardware cannot be repaired, Benison will replace defective Hardware with factory refurbished Hardware. If a factory refurbished Hardware is not available, then the defective Hardware will be replaced with a brand new Hardware. If the defective Hardware is discontinued, end of life, or out of stock, Benison will replace it with a Hardware of equivalent value or features. Hardware warranty period do not renew with replacement Hardware. The original purchase date and warranty period will apply to replaced Hardware.
  
  - ii. Benison does not provide any refund for the Hardware.
  
- D. Replacement Procedure**
  - i. To request a replacement under this section, please contact Benison support to request an RMA number. If your replacement request is approved, Benison will email you an RMA number. In order for the replacement to be accepted and processed, Benison must receive the Hardware you are returning, at your cost, no later than twenty-one (21) days following the date the RMA number is issued. Once we have received and inspected the Hardware, we will process your return and ship a repaired or replaced Hardware at our cost back to you. If Benison does not receive the defective Hardware within this twenty-one (21) day period, Benison reserves the right to charge you the fees and costs associated with the device replacement.
  
  - ii. If you request an RMA and no material defect is found with your Hardware, we will contact you before taking further action.

## Schedule E END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU, THE USER OF THE PLATFORM ("You" or "Your" or "User") AND BENISON Technologies Private Limited ("Licensor", "we", "us" and "our").

THIS EULA PROVIDES AND CAPTURES IMPORTANT LEGAL UNDERSTANDING REGARDING THE LICENSE TO THE DEVELOPED AN ENTERPRISE GRADE PROPRIETY NETWORK MANAGEMENT PLATFORM UNDER THE NAME 'NIRAD' (THE "PLATFORM") WHICH BENISON OFFERS ON A SUBSCRIPTION BASIS ("SERVICES"), AND YOUR USAGE, INSTALLATION, DOWNLOAD AND ACCESS OF THE PLATFORM AND THE SERVICES (AS DEFINED BELOW) AND LIABILITY OF THE USERS.

THIS EULA IS AN EXTENSION TO THE NIRAD TERMS OF SERVICE AGREED BY YOUR EMPLOYER OR LEGAL ENTITY WHO HAS AGREED WITH LICENSOR UNDER THE NIRAD TERMS OF SERVICE (HEREIN REFERRED TO AS "LICENSEE") AND AUTHORISED YOU TO THE SERVICES AS PER THE TERMS AGREED THERETO.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA, WE ENCOURAGE YOU NOT TO ACCESS THE PLATFORM OR USE THE SERVICES.

### 1. Definitions.

- i. "Services" shall mean the internet accessible service offered by Licensor through a Subscription (defined below) under which access to the Platform hosted by Licensor on a cloud is made available to you along with the support and maintenance services for the Platform offered by Licensor.
- ii. "Subscription" means the limited license to use and access the Platform and its related Services in accordance with the NIRAD TERMS OF USE.

2. Grant of License. Licensor hereby grants You a fixed term, non-exclusive, non-assignable/non-transferable, revocable, limited license to use, access, download, and install the Platform and use and access the Services in accordance with this EULA and the documentation (if any) solely for the Licensee's internal business purposes. Nothing herein contained shall be construed as being granted to You any intellectual property right, which includes copyrights, patents, trademarks or trade secrets, regarding the Platform or Services except as expressly provided for hereunder.

### 3. Restriction on Use.

Except to the extent permitted under Section 2 (Grant of License). You shall not directly or indirectly:

- i. offer the Platform for rent, lease, or otherwise transfer, sub-license, distribute, facilitate the distribution of or transfer the Platform in any manner;

- ii. copy, modify, adapt, translate, reverse engineer, decompile, disassemble, alter, reproduce or otherwise make any changes to the Platform;
  - iii. export or re-export the Platform in any form in violation of any applicable laws and regulations regarding export control;
  - iv. use the Platform to create, develop, promote or market any competing or similar software/platform.
  - v. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others and Licensor, directors, employees or representatives, by using the Platform;
  - vi. try to hack, crash or sabotage the Platform;
  - vii. use any of the Platform's components, add-ons, files, modules, externals, contents including associated license material separately from the Platform;
  - viii. use the Platform for performing comparisons, time-sharing, benchmarking activities or other computer services to third, either alone or in connection with any other software (and You will not publish or disclose any such performance information or comparisons) or allow any third party to access or benefit from the functionality of the Platform; and
  - ix. exercise any right not specifically and unequivocally granted to User and are reserved by Licensor or should act in a manner detrimental to the Licensor.
4. **Account Management.** As a condition for Your use of the Services, You will be required to register with the Licensor and select a password and enter Your email address on the Licensor's Platform. This account management will be facilitated through an admin appointed by the Licensee. You must ensure to provide the Licensor with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this EULA, which may result in immediate termination of Your account. You shall be responsible for maintaining the confidentiality of Your account and password. By registering Your details with Licensor, You agree that we may contact You with important information relating to the Platform.
5. **Compliance with Laws.** The User shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. The User acknowledges that the Licensor exercises no control over the content of the information transmitted by the User through the Platform. The User shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
6. **Unauthorized Use; False Information.** The User shall: (i) notify the Licensor immediately of any unauthorized use of password or user id or any other known or suspected breach of security, (ii) report to the Licensor immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by the User, and (iii) not provide false identity information to gain access to or use the Services.

7. Access. The User shall be solely responsible for its acts and omissions. The Licensor shall not be liable for any loss of data or functionality caused directly or indirectly by the User.
8. User Content. The User is solely responsible for collecting, uploading and updating all the User content uploaded on the Platform, and for ensuring that the User content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. User acknowledges and agrees that Licensor uses certain third-party tools for analytical purposes and may use User's Content and track User's usage of the Services for any purpose including but not limited to research, analytics, and to improve the Services.
9. Intellectual Property Rights.
  - i. Any and all rights to the Services, Platform, documentation, enhancements, and branding thereof including title, ownership rights and intellectual property rights such as copyrights, trademarks, service marks and patents therein is the sole and exclusive property of Licensor. This Agreement does not grant User any rights, title and interest in and to the Platform, documentation, enhancements, its contents and branding thereof including Licensor's intellectual property rights except where expressly and unequivocally licensed herein.
  - ii. From time to time, User may provide feedback, suggestions, requirements or recommendations ("Feedback") regarding the Platform or the Subscription. User hereby assigns to Licensor all right, title and interest into such Feedback and an exclusive right to create any developments based on such Feedback.
  - iii. User shall retain title to and all ownership rights in User content. User shall grant to Licensor a worldwide, non-exclusive, and non-transferable limited-term license to host, copy, transmit, analyse, process, display, store, configure, and perform User content solely as necessary to provide the Services to User.
  - iv. User acknowledges and agrees the Platform may generate certain reports ("Reports") with the use of User content provided by User while availing the Services. All intellectual property rights including the ownership rights in all such Reports generated during the provision of Subscription shall vest solely with Licensor.
10. Confidentiality

- i. The Platform provided under this EULA contains valuable trade secrets and is the confidential information of the Licensor. You shall not disclose, provide or otherwise make available the Platform to any third party, except as expressly granted under this EULA.
- ii. You agree to use all commercially reasonable precautions to protect the confidentiality of the Platform and shall secure from all third parties having access to the Platform, as per the terms of this EULA, and commit to maintain the Platform in confidence.
- iii. You agree that under no circumstances the Licensor or its affiliates or subsidiaries shall be held responsible or liable for any loss, damage or harm caused due to Your reliance on information obtained from the Platform.
- iv. The confidentiality obligations stated herein shall survive for a period of five (5) years from the date of termination or expiration of the NIRAD TERMS OF USE along with this EULA.

**11. Warranty Disclaimer and Liability.**

USER ACKNOWLEDGES THAT THE PLATFORM AND ITS SUBSCRIPTION ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATIONS, CONDITIONS, WARRANTIES OR COVENANTS WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESS, STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OTHERWISE IN LAW OR EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE PLATFORM AND ITS SUBSCRIPTION MAY CONTAIN DEFECTS, BUGS OR ERRORS. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY OF THE PLATFORM AND ITS SUBSCRIPTION WILL MEET USER’S REQUIREMENTS, THAT THE OPERATION OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SUBSCRIPTION WILL BE CORRECTED. USER ACKNOWLEDGES THAT LICENSOR DOES NOT CONTROL THE ACCURACY, TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SUBSCRIPTION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES, HOWSOEVER CAUSED IN CONNECTION WITH THIS EULA EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 12. Reporting.** You acknowledge that the Platform may contain automated reporting routines that will automatically identify and analyze certain aspects of Your use and performance of Platform and/or the systems through which the Platform is accessed (including problems and issues that arise in connection therewith) and provide information back to Licensor. Licensor will be free to use for

development, diagnostic, compliance monitoring, and corrective purposes any such data and information it so collects.

13. Third Party Platform. Third-party product/platform (if any) used through the Platform shall be subject to separate terms and conditions provided by such third-party product/platform. The license restrictions contained in this EULA do not apply to third-party product/platform to the extent they are inconsistent with such third-party product/platform terms. The Licensor shall not be responsible for any third-party product/platform.
14. Indemnity. You agree to defend, indemnify and hold harmless Licensor and its affiliates, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Platform and/or Services, including any data or work transmitted or received by You; (ii) Your violation of any term of this EULA; (iii) Your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) Your violation of any applicable law, rule or regulation; (v) any claim of damages that arise as a result of any of Your content shared by You or the other participants of the Conversation; or (vi) any other party's access and use of the Platform or Services with Your unique username, password or other appropriate security code.
15. Termination. This EULA shall get terminated as soon as the gets terminated between Licensee and the Licensor or upon deletion of the account by the User on the Platform, whichever is earlier. Upon the expiry or any termination of this EULA, Users' right to use the Services shall immediately cease and at Licensor's discretion, User will return/ delete/ destroy any materials provided by Licensor or Licensee on behalf of Licensor to the Users as per the terms of the NIRAD TERMS OF USE .
16. Audit and Inspection. Licensor shall have the right to audit User's use of the Services in order to verify that it is being used in compliance with this EULA. Notwithstanding anything to the contrary contained herein, Licensor shall be entitled to introduce patches and / or other programs to monitor User's usage of the Services, in order to ensure that User's usage of the Services is in accordance with the terms of this EULA. In the event of User's usage exceeds permitted usage as set out under this EULA, the patches and / or other programs introduced by Licensor might make the Platform unusable and, in such event, Licensor shall not be liable for any damages, expenses, losses, or any other consequence caused to User as a result thereof.
17. Governing Laws. This EULA shall be construed and governed by and construed and enforced in accordance with the laws of India.
18. Force Majeure. Neither party shall be in default or liable for any delay or failure to comply with this EULA due to any act beyond the control.

19. Interpretation. This EULA will in all events be construed as a whole, according to its fair meaning, and not strictly for or against a party merely because that party (or the party's legal representative) drafted the EULA. The headings, titles, and captions contained in this EULA are merely for reference and do not define, limit, extend, or describe the scope of this EULA or any provision herein. Unless the context requires otherwise, (a) the gender (or lack of gender) of all words used in this EULA includes the masculine, feminine, and neuter, and (b) the word "including" means "including, without limitation”.
20. Entire Agreement. This EULA constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties pertaining to the subject matter hereof are inapplicable. Neither the rights nor the obligations arising under this EULA are assignable or transferable by You, and any such attempted assignment or transfer shall be void and without effect.
21. Independent Contract. No agency, partnership, joint venture, or employment is created between You and the Licensor as a result of this EULA, and You do not have any authority of any kind to bind Licensor in any respect whatsoever.
22. Severability. In the event that any of the provisions of this EULA shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.
23. Waiver. Any waivers and modifications must be in writing and signed by both parties. No delay or omission by either party in exercising any right or remedy under this EULA or existing at law or equity shall be considered a waiver of such right or remedy.
24. General. You agree to use the Platform and Services at Your own risk. If You have any questions, complaints or claims with respect to the Platform or Services, You should contact [info@niradnetworks.com](mailto:info@niradnetworks.com).