

## TERMS OF USE

By using Infurnia Technologies Private Limited (“we” “us” “our” “Infurnia”) software (“**Software**”), and by providing your data to Infurnia for the purposes of using the Software, you (collectively, “you” or “**Customer**”) agree to be bound by these Terms of Use (this “**Agreement**”). This Agreement sets out the legally binding terms for your use of the Software and may be modified by Infurnia from time to time subject to prior written consent from the Customer.

1. Infurnia is giving you non-exclusive, non-assignable, and royalty-free license to (a) install, execute, store, access, display and run the Software on your desktop computers/laptops or any kind of mobile device for the purposes of its business including use by users authorized by you; and (b) copy and use related documentation viz. user and/or system manuals, guides, operating instructions and other documentation relating to the use, operation, maintenance and/or support of the Software, licensed to you hereunder, whether in printed, electronic, online and/or other format, for the purposes of your business, while limiting the license to use as guided by the terms set here and without giving you 'Effective Control' over the same, in order to enable you to use our Software to help you design and customise furniture, kitchen and home decor items, and generate design and manufacturing outputs (“**Services**”). The license extended to You shall be inclusive of all updates, customization and upgrades to the Software at no additional cost. The terms limiting the license to use are provided in Clause 2 and Clause 3.
2. Infurnia retains the right to withdraw the license to use the Software at any point, in accordance with Clause 16.
3. During the period for which the Services are offered and thereafter, you shall not:
  - a. Interfere with our Services or try to access them using a method other than the interface and the instructions that we provide.
  - b. Be entitled to ownership of any intellectual property rights associated with our Services.
  - c. Copy, modify, distribute, sell, or lease any part of our Services or included Software, nor may you reverse engineer or attempt to extract the source code of that Software.
  - d. Shall exercise any control over any piece of code of the Software accessed by you to receive and/or use our Services.
4. During the term of this Agreement Infurnia will maintain and support the Software at

no charge to you. Such maintenance and support shall include promptly correcting any defects in the Software.

5. Infurnia will provide continuous availability and access to our Services. In the event that we are unable to provide access for reasons beyond our control, we will communicate the reasons for the outage and expected duration of the outage clearly and explicitly to the Customer. These outages could be due to third parties that the Service depends on, such as, but not limited to Digital Ocean servers or other third party service providers. Provided, if such disruption or outage exceed 15 days (either continuously or collectively) over a period of 1 month, you will be entitled to terminate this Agreement by providing 2 (two) days' notice and all License Fees paid by you will be refunded on a prorated basis. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, confidential information and property without any fault or negligence on the part of Infurnia and in spite of Infurnia's adoption all security measures required to be adopted under law and in consonance with applicable industry standards.

#### 6. Service Level Agreements:-

We will following the below Service Level Agreements (“**SLA/SLC**”) while provision of the Services:-

S No.	Services	Commitments
a)	Uptime we can guarantee (percentage terms)	99%+ averaged over month. Scheduled downtimes will be around midnight not affecting business.
b)	Our turnaround time on any issue you face	6 day hours (from 8AM to 6PM, anyday) on critical issues like site down, unable to login, etc. 1 business day for everything else
c)	Our resolution time on any issue you face	6 day hours (from 8AM to 6PM, anyday) on critical issues like site down, unable to login, etc. 3 business day for other important issues

		2 weeks for everything else.
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\*In case something is not feasible in given time duration, we will keep you informed about expected time.

7. Infurnia acknowledges and agrees that you are the absolute owner of all intellectual property rights in the Output. **“Output”** means including without limitation, all rendered designs, images, bill of materials, manufacturing cut-lists, analytics, and reports generated by or for the Customer pursuant to the Services under this Agreement.
  
8. Infurnia will not publicly disclose any Customer-specific information but may disclose aggregated and de-identified customer information related to the Services for promotional purposes, such as usage summary and high-level outcomes of the Services. You understand and agree that Infurnia may copy, use and modify any information that you provide to Infurnia, including all suggestions supplied by you that relate to the Services (collectively, **“Content”**) for the sole purposes of providing the Services to you and to improve the quality of Infurnia products and services. Furthermore, you hereby agree that Infurnia shall have an unlimited, royalty-free, worldwide and perpetual license to use, copy, distribute, practice and make derivatives works of, under any intellectual property rights you may have, including but not limited to copyrights, trademarks, trade secrets and patents, all suggestions concerning the Software supplied by you to Infurnia. However, Infurnia shall have no right on the Output. Notwithstanding anything to the contrary contained herein, the Customer shall retain all title, ownership, copyright, trademark and other proprietary rights in Customer Data at all times. It is clarified that nothing in this Agreement shall give Infurnia, at any time, any right to withhold as lien or otherwise to deny access to any Customer Data of the Customer under this Agreement. **“Customer Data”** means all data, works and materials or other information related to the Customer provided by the Customer, including all technical and financial information or data or design supplied by the Customer to Infurnia for uploading to, processing by, transmission by or storage on the Software.
  
9. Any 3d model, material, image, or any other information (collectively **“Content”**) you add to the ISN sales channel, shall be under the control of Infurnia. Infurnia reserves the right to make the Content available or unavailable to any user of Infurnia’s software without your prior consent. Infurnia also reserves the right to make some part of or the entirety of the Content unavailable to Infurnia’s users.

10. You must use the Services in a manner consistent with any and all applicable laws and regulations.
11. This Agreement shall be governed by and construed in accordance with the substantive laws of India. You and Infurnia agree to submit to the exclusive personal jurisdiction of the courts located in Bangalore in any legal action or proceeding.
12. The communications between you and Infurnia will be through electronic means sent to designated email addresses, except for changes to the terms of this agreement which will be posted on our website. For contractual purposes, each party (a) consent to receive communications from Infurnia in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Infurnia provides to you electronically or via Infurnia's website, satisfy any legal requirement that such communications would satisfy if it were in writing.
13. You grant Infurnia the right to identify you as a user in Services promotional material. At any point in time you can submit a written request via email to [business@infurnia.com](mailto:business@infurnia.com) to have Infurnia remove your name, within seven days of your request, from promotional material.

#### **14. Consideration**

- a. The Customer shall pay a License fee pursuant to the type of license selected and price described on Infurnia's website, per license per year ("**License Fee**").
- b. License Fee will be exclusive of Goods and Service Tax. Unless otherwise agreed in writing by the parties, all amounts set out are exclusive of all applicable taxes, including any value-added tax, service tax, sales tax, goods and service tax or any cess or levy thereon. As per the current tax structure of the Government of India, a Goods and Service Tax of 18% will be applied on the License Fee. The Customer shall make payments to the designated bank account of Infurnia or via any electronic means of payment provided on Infurnia's website.
- c. "Online Rendering" is chargeable extra to the License Fee specified in this agreement.
- d. Notwithstanding any other provisions in this Agreement, the parties agree that Infurnia shall not incur any out-of-pocket expenses or introduce any other fee or expense without the prior written consent from Customer.

## **15. Infurnia representations and warranties:**

- a. Infurnia shall ensure performance of all Services in a professional manner and shall ensure that all Services meet the relevant functionality, performance, interoperability, design, appearance, quality and other specifications as agreed between the parties herein. Infurnia shall be solely responsible for all resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures and planning necessary to provide the Services in accordance with the timelines and specifications provided by you or as otherwise required.
- b. No unauthorized computer program, functionality, routine, data, resources or capabilities shall be introduced to any computer program or system of the Customer or of any authorized users except as expressly authorized in writing by the Customer, and, without limiting the generality of the foregoing, Infurnia shall specifically not permit and shall protect to prevent the entry of any computer virus program, trojan horse program, worm program or other unauthorized computer program into the Software or any part thereof or into the data, databases, computer programs, computer resources or computer systems or any of them or provided by the Customer.
- c. Infurnia represent and warrants that: (a) it has sufficient rights to grant the license set out in Clause 1 of this Agreement; and (b) the Software does not infringe any third party's copyright, trademark, patent or trade secret rights existing under the laws of India or any other country. Your remedy against Infurnia, for each breach of the warranty contained in this Clause 14 (c) shall be without prejudice to its rights under law or under this Agreement including the right to seek indemnity from Infurnia in accordance with the provisions of Clause 15 (Infringement Indemnity).

## **16. Indemnity**

- a. Infurnia shall defend, indemnify and hold you harmless from and against all claims, suits, actions, proceedings, judgments, damages, costs, fees (including legal fees), and expenses suffered or incurred by you as a result of any alleged and/or actual infringement of any third party patent, trademark, copyright, and/or

trade secret rights existing under the laws of India or any other country (individually and collectively referred to as a “**Claim**”) to the extent that such Claim arises solely as a result of your use of the Software in accordance with the provisions of this Agreement.

- b. Without prejudice to any other rights or remedies available to You, if in your reasonable opinion any Software or Services is likely to or becomes the subject of a Claim, Infurnia shall, at your option and Infurnia’s sole expense, either procure for you, at no cost to you, the right to continue to use the Software or Services or replace or modify affected Software or Services, at no cost to you, so as to eliminate the infringement. If Infurnia is unable, after making all reasonable efforts, to take either such action, you shall be entitled to terminate this Agreement and Infurnia shall immediately and on first demand by you forthwith refund on a prorated basis paid hereunder to Infurnia.

## **17. Term and Termination**

- a. Unless terminated as provided in this Agreement, the term of this Agreement will commence on the day you pay the License Fee on Infurnia’s website and will continue based on the subscription period selected (“**Term**”) subject to extension as per Clause 6 above.
- b. This Agreement may be terminated (a) immediately upon notice to the other party upon any breach of the Agreement by the other party; (b) upon the filing for or against either party of a proceeding under any bankruptcy or similar law; (d) upon any assignment for the benefit or creditors of either party; or (e) upon the appointment of a receiver, trustee or custodian for all or a material part of the assets of either party.
- c. Upon termination of this Agreement, Infurnia shall be solely responsible at its own cost for the following:
  - i. Backing all Customer Data in the specified format and shipping to the Customer within 15 (fifteen) days from the date on which either party issues a notice of termination. It is clarified that Infurnia will not be entitled to any additional fee for backing up and shipping Customer Data.
  - ii. Promptly refunding, on a prorated basis, the balance License Fee for

the unused term of the license, in the event the termination is due to breach by Infurnia in accordance with Clause 16 (b) above.

- d. The expiration or termination of this Agreement shall not affect the rights of a party accrued prior to such termination. Clauses which expressly or by its nature survives termination or expiration of this Agreement, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or unless its nature expires.

18. Notwithstanding any provision hereof, for all purposes of this Agreement each party hereto is an independent contractor and not a partner, joint venture party, or agent of the other party and shall not bind nor attempt to bind the other party to any contract.