



INTELLIDB ENTERPRISE
END-USER LICENSE AGREEMENT

Governing the use of IntelliDB Enterprise software and services

IntelliDB Enterprise Pvt Ltd
465, 3rd Floor, Udyog Vihar, Phase 5, Gurgaon 122016, India
www.intellidbenterprise.com



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IntelliDB Enterprise Private Limited

CIN: U62099HR2024PTC122694 | MSME: UDYAM-HR-05-0111499 | DPIIT: DIPP173508

Registered Office: 465, 3rd Floor, Udyog Vihar, Phase 5, Gurgaon, Haryana -122016

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“IntelliDB Enterprise” End-User License Agreement

This End-User License Agreement (“Agreement”) is made and entered into by and between:

IntelliDB Enterprise Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at **465, 3rd Floor, Udyog Vihar, Phase 5, Gurgaon, Haryana – 122016, India**, hereinafter referred to as “**IntelliDB Enterprise**” (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

And

[REDACTED], a company / entity incorporated under the laws of India, having its registered office at [REDACTED], hereinafter interchangeably referred to as the “**Customer**” or “**Second Party**” (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

THIS IS AN AGREEMENT BETWEEN CUSTOMER AND “IntelliDB Enterprise” COVERING ITS PRODUCTS AND SERVICES. BY ACCESSING AND/OR USING THE PRODUCTS OR SERVICES, CUSTOMER IS AGREEING, ON BEHALF OF AN INDIVIDUAL AND/OR A LEGAL ENTITY (“CUSTOMER”), TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. **DEFINITIONS.**

As used in the Agreement, the following defined terms shall apply:

1.1. **Affiliate**

means, with respect to either party, any person, firm, corporation, trust or other entity or combination thereof which directly or indirectly controls, is controlled by, or is under common control with such party; the term “control” meaning an ownership of greater than fifty percent (50%) of the voting and equity rights, of such person, firm, trust, corporation, or other entity (or combination thereof) or the power to direct the management of such person, firm, trust, corporation, or other entity (or a combination thereof).

1.2. **Agreement**

means this Agreement, and any other documents incorporated herein by reference.

1.3. **Customer Account**

means an account for a customer that is required to access and utilize “IntelliDB Enterprise” Services.

1.4. **Customer Content**

means any data uploaded to Customer’s Account for storage, or data in Customer’s computing environment to which “IntelliDB Enterprise” is provided access in order to provide Cloud Services or “IntelliDB Enterprise” Services. Customer Content shall be

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treated as confidential information subject to the standard of care set forth in Section 13

1.5. Deliverables

means any deliverables from “IntelliDB Enterprise” Services, including but not limited to consulting deliverables and Training Materials.

1.6. Documentation

means manuals, instructions, and other documents and materials that “IntelliDB Enterprise” provides with “IntelliDB Enterprise” Products or Deliverables which describe the functionality, components, features or requirements of “IntelliDB Enterprise” Products or Deliverables, as amended from time to time.

1.7. “IntelliDB Enterprise” Products

means “IntelliDB Enterprise” proprietary Software licenses by “IntelliDB Enterprise” to Customer pursuant to this Agreement under an applicable Order, together with Updates and any associated Documentation.

1.8. “IntelliDB Enterprise” Services

means Professional Services and Support Services made available by “IntelliDB Enterprise” to Customer pursuant to this Agreement under an applicable Order.

1.9. Entitlement

means the purchased “IntelliDB Enterprise” Products or “IntelliDB Enterprise” Services entitlement(s) under the license and delivery model(s) by which “IntelliDB Enterprise” measures, prices and offers the “IntelliDB Enterprise” Products and “IntelliDB Enterprise” Services to Customer. Entitlements to “IntelliDB Enterprise” Products or “IntelliDB Enterprise” Services subscriptions are limited to a Subscription Term.

1.10. Fees

means all “IntelliDB Enterprise” fees applicable to “IntelliDB Enterprise” Products and “IntelliDB Enterprise” Services.

1.11. Infringement Claim

means any claim, suit or proceeding brought against Customer based on an allegation that “IntelliDB Enterprise” Products, “IntelliDB Enterprise” Services or Deliverables, as delivered by “IntelliDB Enterprise” infringes upon any patent or copyright or violates any trade secret rights of any third party.

1.12. Logs

means records of Cloud Services, including, but not limited to, data and information on performance, stability, usage, security, support, and technical information about devices, systems, related software, services or peripherals associated with Customer’s use of Cloud Services.

1.13. Open-Source Software

means any open source software provided by “IntelliDB Enterprise” in Software or a Deliverable. Open Source Software in Software will be described in the license directory for the Software or identified in the Deliverable. Notwithstanding any other provision of this Agreement, Open Source Software is licensed exclusively under the

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applicable open source license. PostgreSQL license terms are at <https://www.postgresql.org/about/licence/>.

1.14. Order

means any initial or subsequent written or electronic ordering document or agreement, including but not limited to a purchase order, order form, signed proposal, statement of work, or online order or subscription request, submitted by or on behalf of Customer to “IntelliDB Enterprise” or an authorized reseller or marketplace partner, and accepted by “IntelliDB Enterprise”.

Where applicable, an Order may provide for automatic renewal of the applicable subscription or services in accordance with the terms of this Agreement and the applicable Order, unless timely notice of non-renewal is provided.

1.15. Professional Services

means any professional services (including, but not limited to, consulting and training), made available by “IntelliDB Enterprise” to Customer pursuant to this Agreement under an applicable Order. Professional Services include Training Services. Professional Services must be used within the timeframe indicated by the applicable SKU or, if there is a statement of work, as indicated therein. If no timeframe is indicated, Professional Services must be used within six (6) months of purchase. If not used within such timeframe, the Professional Services will be forfeited unless otherwise agreed in writing.

1.16. Security Incident

means unauthorized access to Customer Content resulting in the loss of confidentiality, integrity or availability.

1.17. Software

means “IntelliDB Enterprise” proprietary programs in object code form made available by “IntelliDB Enterprise” to Customer pursuant to this Agreement under an applicable Order, together with Updates and any associated Documentation. Support Services are included in a Software subscription.

1.18. Subscription Term

means the term for which “IntelliDB Enterprise” Products or “IntelliDB Enterprise” Services are licensed or made available by “IntelliDB Enterprise” to Customer pursuant to this Agreement under an Order, if applicable.

1.19. Support Services

means “IntelliDB Enterprise” delivery of technical support services for Software or Cloud Services under the offerings described at <https://intellidbenterprise.com/services/#Support-&-Services>. Support Services are included in Software and Cloud Services subscriptions and may otherwise be purchased standalone. Support Services descriptions and service levels referenced herein are subject to change and shall be governed by the version published on the applicable “IntelliDB Enterprise” website at the time the Services are provided.

1.20. Training Materials

means “IntelliDB Enterprise” training courses, course curricula, course descriptions, course materials, and any other documentation or information, in any form or

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medium, furnished by “IntelliDB Enterprise” in connection with Training Services. Training Materials are Deliverables.

1.21. Training Services

means “IntelliDB Enterprise” training services made available by “IntelliDB Enterprise” to Customer pursuant to an Order. See details on packaged Training Services at <https://intellidbenterprise.com/services/#Trainings-&-Certifications>

1.22. Taxes

means all applicable transactional taxes on “IntelliDB Enterprise” Products and “IntelliDB Enterprise” Services (including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties) imposed by any government entity or collecting agency based on purchase.

1.23. Update

means any corrections, bug fixes, features or functions added to or removed from the Products if and when made generally available by “IntelliDB Enterprise” during a Subscription Term. Updates are included in “IntelliDB Enterprise” Product subscriptions.

1.24. User

means an individual that Customer authorizes to access Software or Cloud Services under the Customer’s purchased Entitlement.

2. RIGHTS.

2.1. Right to Use – Subscription Licenses

Subject to payment and compliance with this Agreement, “IntelliDB Enterprise” grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to use the Software and/or Cloud Services solely for Customer’s internal business purposes during the applicable Subscription Term specified in the Order.

Upon expiration or termination of a Subscription Term, Customer shall immediately cease all use of the applicable Software and Cloud Services and uninstall or disable the Software, unless otherwise expressly permitted under this Agreement or a separate written agreement.

2.2. Right to Use – Perpetual Licenses

Where Customer purchases a perpetual license expressly identified as such in an Order, Customer shall have a perpetual, non-exclusive, non-transferable right to use the licensed Software in object code form for its internal business purposes.

Notwithstanding the foregoing:

- a) Support Services, Updates, patches, upgrades, and new versions shall be provided only for the duration of any active maintenance or support subscription;
- b) Upon expiration of such maintenance or support subscription, Customer may continue to use the licensed Software in its then-current version, but shall not be entitled to any Updates, enhancements, fixes, or Support Services; and

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c) Cloud Services are never perpetual and shall always be subject to a Subscription Term.

2.3. Professional Services and Deliverables.

“IntelliDB Enterprise” grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use Professional Services and Deliverables made available under an applicable Order, solely for Customer’s internal business purposes and strictly in accordance with the applicable Entitlement. With respect to Training Materials, use is limited to the Entitlement purchased. All intellectual property rights in and to all Deliverables, Training Materials, pre-existing works, derivative works of such pre-existing works, and any developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the Professional Services shall remain the sole and exclusive property of “IntelliDB Enterprise”. Except as expressly licensed herein, no rights are granted to Customer by implication, estoppel, or otherwise

2.4. Limitations on Use.

Customer agrees not to; (i) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to Software, Cloud Services or Deliverables; (ii) market, offer to lease, sell, and/or resell the Software, Cloud Services or Deliverables or use them for service bureau or time sharing or in any other way allow third parties to exploit them; or (iii) if the Customer is an “IntelliDB Enterprise” competitor, use the Software, Cloud Services or Deliverables directly or indirectly for competitive development, benchmarking or analysis, except to the extent permitted under applicable law. Customer may allow Affiliates to use “IntelliDB Enterprise” Products, Services and Deliverables under its Entitlement provided Customer binds them under this Agreement and remains responsible for any breach from their acts or omissions.

2.5. Proprietary Rights.

Except for the limited license rights expressly granted under this Agreement, Customer acquires no right, title, or interest in or to any “IntelliDB Enterprise” Products, Software, Cloud Services, Professional Services, Deliverables, Documentation, or any associated intellectual property rights, whether by sale, implication, or otherwise. All rights not expressly granted are reserved by “IntelliDB Enterprise”.

3. ORDERS, FEES AND PAYMENT

3.1. Orders

Customer may order “IntelliDB Enterprise” Products or “IntelliDB Enterprise” Services using IntelliDB Enterprise’s then-current ordering processes, including direct orders, authorized distributor or reseller orders, and online marketplace ordering processes, as applicable. All Orders are subject to acceptance by “IntelliDB Enterprise” in its sole discretion.

3.2. Fees and Taxes

Customer is responsible for all applicable fees and Taxes associated with an Order.

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Where Products or Services are purchased through an authorized distributor, reseller, systems integrator, or marketplace partner (“Reseller”), payment obligations, invoicing, and commercial terms shall be governed solely by the agreement between Customer and such Reseller, and not by this Agreement.

Fees are exclusive of GST / Taxes. Customer shall bear applicable GST / Taxes and applicable withholding taxes, subject to receipt of valid tax deduction certificates.

3.3. Subscription Term and Tenure

The right to access and use “IntelliDB Enterprise” Products or Services shall be granted strictly for the Subscription Term or license tenure expressly specified in the applicable Order or signed contract, which may be for any duration as agreed between the parties. No implied extension, renewal, or continued usage rights shall arise beyond the agreed term unless expressly renewed in writing.

3.4. Multi-Year and Consumption-Based Subscriptions

If a Customer purchases a multi-year subscription or multi-year renewal, the purchase represents a commitment for the full value of the Subscription Term, even if payments are made in instalments.

If a subscription is offered under a consumption-based or usage-based license model, Customer agrees to usage reporting and invoicing at the intervals, rates, and thresholds defined in the applicable license model or Order.

3.5. Renewals

Subscriptions may be designated as auto-renewing where expressly indicated in the applicable SKU, Order, or contract. Customer expressly acknowledges and agrees to such auto-renewal where indicated in the applicable Order, SKU, or contract, unless Customer provides timely notice of non-renewal in accordance with this Agreement.

“IntelliDB Enterprise” will provide written or electronic notice of renewal at least sixty (60) days prior to the renewal date.

Customer may provide written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term, unless otherwise specified in the applicable Order.

Fees applicable to renewals may differ from initial subscription pricing, and discounts offered in an initial term are not guaranteed to apply upon renewal.

3.6. Indirect Sales; Reseller Payment Dependency

Where Customer acquires “IntelliDB Enterprise” Products or Services through a Reseller, Customer acknowledges and agrees that:

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- a) all payment obligations for such Products or Services are solely between Customer and the applicable Reseller, and not with “IntelliDB Enterprise”;
- b) Customer’s license, access, and continued right to use the Products and Services is expressly conditional upon “IntelliDB Enterprise” receiving full and timely payment from the Reseller for the applicable Entitlement;
- c) if “IntelliDB Enterprise” does not receive payment when due, or if payment is reversed, disputed, withheld, or refunded for any reason, “IntelliDB Enterprise” may, without liability and upon written or electronic notice, suspend or terminate Customer’s access to the Products and/or Services until payment is received; and
- d) “IntelliDB Enterprise” shall have no obligation to provide access, Support Services, Updates, patches, upgrades, or continued availability of any Product or Service during any period of non-payment by the Reseller, regardless of whether Customer has made payment to the Reseller.

3.7. Payments to IntelliDB Enterprise

Unless an Order is placed through an authorized Reseller, payments to “IntelliDB Enterprise” shall be due net thirty (30) days from the date of invoice. Late payments may accrue interest at a rate of up to one percent (1%) per month or the maximum rate permitted by law, whichever is lower.

3.8. No Refunds

All purchases are final and non-refundable, except as expressly provided under Sections 4.2 (Termination for Cause), 6.1 and 6.2 (Software Warranties), or other provisions of this Agreement that explicitly provide for a refund.

3.9. Suspension for Non-Payment

“IntelliDB Enterprise” reserves the right to suspend or terminate access to any Product or Service, in whole or in part, in accordance with Sections 4.2 and 16, including in cases of non-payment by Customer or non-payment by an applicable Reseller.

3.10. Reseller Relationship Disclaimer

Customer acknowledges that any dispute regarding pricing, invoicing, payment terms, credits, refunds, or commercial arrangements with a Reseller is strictly between Customer and such Reseller. “IntelliDB Enterprise” shall not be responsible or liable for any acts or omissions of a Reseller, including failure to remit payment to “IntelliDB Enterprise”, and shall have no obligation to intervene in or resolve such disputes.

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4. **TERM AND TERMINATION.**

4.1. **Term.**

The terms of this Agreement shall apply for the Subscription Term identified in accepted Orders, including any renewals, or for the offered period of a Beta, Tech Preview or Trial.

4.2. **Termination for Cause.**

- a) “IntelliDB Enterprise”: This Agreement may be terminated: 1) by either party upon a material breach by the other party if the breach has not been cured within thirty (30) days after the breaching party has received written notice thereof; 2) by “IntelliDB Enterprise”, upon fifteen (15) days written notice, in the event of any delinquency of customer payment of any amount due hereunder; or 3) by the non-breaching party upon three (3) days written notice in the event of a breach of Intellectual Property Rights and/or Confidential Information and/or security violation.
- b) In the event of termination by Customer for “IntelliDB Enterprise” material breach, Customer shall be entitled to a refund of any unused prepaid Fees, and relief from any subsequent subscription payments due for the remainder of the Subscription Term, with respect to such subscription.
- c) Either party may immediately terminate the Agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.
- d) “IntelliDB Enterprise” may immediately terminate the Agreement if the Customer breaches Sections 2, 5 or 21.

4.3. **Effect of Termination.**

Upon termination, except as set forth below, Customer will immediately discontinue all access and use of the relevant “IntelliDB Enterprise” Product or “IntelliDB Enterprise” Service. Neither party shall be liable for any damages resulting from termination, including, without limitation, unavailability of Customer Content arising therefrom; provided, however, termination shall not affect any claim, including, but not limited to, Customer payment obligations, arising prior to the effective termination date. Customer may download Customer Content from a terminated Cloud Service subscription as set forth in Section 5.1.

5. **CUSTOMER CONTENT AND CUSTOMER ACCOUNT.**

5.1. **Customer Content.**

Customer retains all rights to any and all of its Customer Content, subject to a non-exclusive, worldwide, royalty-free, license to “IntelliDB Enterprise” as necessary to provide Cloud Services and “IntelliDB Enterprise” Services hereunder. Each party shall apply reasonable technical, organizational and administrative security measures, as appropriate relative to Cloud Services and “IntelliDB Enterprise” Services, to keep Customer Content protected in accordance with industry standards as identified in Section 15. Cloud Service interaction with Customer Content varies depending on the nature of the Cloud Service. If “IntelliDB Enterprise” reasonably believes a problem with the Cloud Service may be attributable to Customer Content

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or Customer's configuration or use of the Cloud Service, Customer shall cooperate with "IntelliDB Enterprise" to identify the source of and to resolve the problem. Customer shall comply with all intellectual property laws and obligations related to the Customer Content, as well as all legal duties applicable to Customer by virtue of using the Cloud Service, including providing all required information and notices and obtaining all the necessary consents. "IntelliDB Enterprise" exclusive obligations with respect to the care of Customer Content are as expressly set forth herein. For Cloud Services that provide for download of Customer Content, Customer shall have thirty (30) days period following the expiration or termination of this Agreement to download Customer Content and must contact "IntelliDB Enterprise" Support Services for download access and instructions. Except for the foregoing, "IntelliDB Enterprise" has no obligation to maintain Customer Content following the expiration or termination of the Agreement (or Customer's Account for the affected Cloud Service).

Secure Deletion. "IntelliDB Enterprise" maintains policies and procedures regarding the deletion of Customer Data in compliance with applicable data protection laws, taking into account available technology so that Customer Data cannot be practicably read or reconstructed. Customer Data is deleted using secure deletion methods, including digital shredding of encryption keys and hardware destruction in accordance with relevant guidelines after 30 days of expiration or termination of the Agreement, with or without notice to Customer except where required by applicable law.. "IntelliDB Enterprise" shall not be liable for any data not downloaded within 30 days after termination and is not liable in any manner for any consequences of customer delays.

Data Breaches. In respect of the Data Breach relating to the other Party, each Party shall: (a) promptly notify the other Party of the Data Breach; (b) provide the other Party without undue delay (wherever possible, no later than 48 hours after becoming aware of the Data Breach) with such details as the other Party reasonably requires regarding the Shared Personal Data. To the extent permitted by applicable laws, neither Party shall: (a) notify a supervisory or regulatory authority of any Data Breach except where required by applicable law; (b) issue a public statement or otherwise notify any Data Subject of such Data Breach, without first consulting with, and obtaining the consent (not to be unreasonably withheld or delayed) of, the other Party. "IntelliDB Enterprise" shall not be liable for any data breaches post secure deletion of the Data as stated in the above clause.

5.2. Customer Account.

Customer is solely responsible for (i) the configuration of Customer's Account; (ii) the operation, performance and security of Customer's equipment, networks and other computing resources used to connect to the Cloud Service; (iii) ensuring all Users exit or log off from the Cloud Service at the end of each session in accordance with Customer's session policy; (iv) maintaining the confidentiality of Customer's Account, User id's, conference codes, passwords and/or personal identification numbers used in conjunction with the Cloud Service, including not sharing login

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information among Users; and (v) all uses of the Service that occur using Customer's Account. Customer will notify "IntelliDB Enterprise" immediately of any unauthorized use of its Account or any other breach of security. Ownership of Customer's Account is directly linked to the individual or entity that completes the registration process for the Account. Customer acknowledges that "IntelliDB Enterprise" will rely on the information provided for issues arising with the Customer Account.

5.3. Customer Account Access/Instructions.

The Customer Account owner, and any authorized User, will have access to information in the Customer Account. "IntelliDB Enterprise" will not provide access to any other User at any time. Customer agrees that "IntelliDB Enterprise" may rely on instructions given by the Customer Account owner either through the Account dashboard or via email from the address on file for the Customer Account owner. Customer agrees not to request access to or information about an account that is not owned by the Customer. In the event of a dispute regarding Customer Account data, "IntelliDB Enterprise" will only release information to another party other than the Customer Account owner pursuant to a court order or other notarized waiver and release as determined by "IntelliDB Enterprise".

6. WARRANTIES AND WARRANTY DISCLAIMER.

6.1. Software Subscription Warranty.

"IntelliDB Enterprise" warrants that during the Subscription Term, the Software, when used in accordance with the Documentation, will materially conform to the specifications in the Documentation, and Support Services will be delivered in a professional manner, but that does not mean that every question raised will be resolved in a certain amount of time. "IntelliDB Enterprise" further warrants that it will employ commercially reasonable efforts in accordance with industry standards to detect and remove malware or malicious code from Software prior to delivery. "IntelliDB Enterprise" entire liability and your exclusive remedy will be (i) replacement of the Software with conforming Software or provision of conforming Support Services, and if that is not possible or commercially practicable, (ii) termination of the subscription and provision of a prorated refund of any unused pre-paid Fees for the subscription from the date of non-conformance, and relief from any subsequent subscription payments due for the remainder of the Subscription Term.

6.2. Cloud Services Warranty.

"IntelliDB Enterprise" warrants that during the Subscription Term, the Cloud Service, when used in accordance with the Documentation, will materially conform to the specifications in the Documentation, and Support Services will be delivered in a professional manner, but that does not mean that every question raised will be resolved in a certain amount of time. "IntelliDB Enterprise" further warrants that it will employ commercially reasonable efforts in accordance with industry standards to prevent the transmission of malware or malicious code via the Cloud Services. "IntelliDB Enterprise" entire liability and your exclusive remedy will be (i) provision of a conforming Cloud Service or provision of conforming Support Services, and if that is not possible or commercially practicable, (ii) termination of the subscription and

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provision of a prorated refund of any unused pre-paid Fees for the subscription from the date of non-conformance, and relief from any subsequent subscription payments due for the remainder of the Subscription Term.

6.3. Support Services Subscription Warranty.

“IntelliDB Enterprise” warrants that during the Subscription Term, Support Services purchased as a standalone subscription will be delivered in a professional manner, but that does not mean that every question raised will be resolved in a certain amount of time. “IntelliDB Enterprise” entire liability and your exclusive remedy will be (i) provision of conforming Support Services, and if that is not possible or commercially practicable, (ii) termination of the subscription and provision of a prorated refund of any unused pre-paid Fees for the subscription from the date of non-conformance, and relief from any subsequent subscription payments due for the remainder of the Subscription Term.

6.4. Professional Services Warranty.

Professional Services will be delivered in a professional manner, and Deliverables will materially conform to the specifications of the applicable SKU, but that does not include a commitment to achieve a particular outcome or results. “IntelliDB Enterprise” entire liability and your exclusive remedy will be (i) re-performance of the Professional Services, and if that is not possible or commercially practicable, (ii) provision of a prorated refund of any pre-paid Fees for the non-conforming Professional Services. Customer agrees to reasonably cooperate with re-performance. Warranty claims for Professional Services must be made in writing within ten (10) days of your receipt of any non-conforming Professional Services or Deliverables.

6.5. Warranty disclaimer.

The foregoing limited warranties do not cover problems arising by accident, abuse or use in a manner inconsistent with this agreement or resulting from events beyond “IntelliDB Enterprise” reasonable control, including, without limitation, unavailability of or operation in combination with a third-party network or system, hardware, software, service or data. To the extent permitted by applicable law, “IntelliDB Enterprise” disclaims all other representations, warranties and conditions, whether implication, estoppel or otherwise, including, without limitation, any express or implied warranties of merchantability, satisfactory quality, title, quiet enjoyment, fitness for a particular purpose, or non-infringement, and any warranties arising out of any course of dealing or usage of trade, and any conditions of quality, availability, reliability, security, or bugs or errors. Some jurisdictions do not allow the exclusion of certain warranties and conditions, therefore some of the above exclusions may not apply if the customer is located in such a jurisdiction. Customer is responsible for the selection and use of “IntelliDB Enterprise” products and “IntelliDB Enterprise” services.

7. INDEMNIFICATION BY “IntelliDB Enterprise”.

“IntelliDB Enterprise” shall indemnify and defend customer against any third party infringement claim, and pay reasonable attorneys’ fees, court costs, damages finally

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awarded, or reasonable settlement costs, with respect to such Infringement Claim; provided that: (i) Customer promptly notifies “IntelliDB Enterprise” in writing of an Infringement Claim such that “IntelliDB Enterprise” is not prejudiced by any delay of such notification; (ii) “IntelliDB Enterprise” has sole control over the defense and any settlement of any Infringement Claim; and (iii) Customer provides reasonable assistance in the defense of same. If Customer’s use of any of the “IntelliDB Enterprise” Products, “IntelliDB Enterprise” Services or Deliverables is, or in “IntelliDB Enterprise” opinion is likely to be, enjoined as a result of an Infringement Claim, “IntelliDB Enterprise” shall, at its sole option and expense, either (i) procure for Customer the right to continue to use them as contemplated herein, or (ii) replace or modify them to make their use non-infringing without degradation in performance or a material reduction in functionality. If options (i) and (ii) are not reasonably available, “IntelliDB Enterprise” may, in its sole discretion and upon written notice to Customer, require return of the relevant “IntelliDB Enterprise” Products or Deliverables, or cancel access to the relevant “IntelliDB Enterprise” Services, and refund to Customer any unused pre-paid Fees for the relevant Subscription Term or “IntelliDB Enterprise” Services, and provide relief from any subsequent subscription payments due for the remainder of the Subscription Term. “IntelliDB Enterprise” assumes no liability, and shall have no liability, for any Infringement Claim to the extent based on (i) Customer’s access to and/or use of the “IntelliDB Enterprise” Products, “IntelliDB Enterprise” Services or Deliverables following notice of an Infringement Claim; (ii) any modification of the “IntelliDB Enterprise” Products, “IntelliDB Enterprise” Services or Deliverables by Customer or at its direction; (iii) Customer’s combination of the “IntelliDB Enterprise” Products, “IntelliDB Enterprise” Services or Deliverables with third party programs, services, data, hardware, or other materials; or (iv) Open Source Software in Software or Deliverables; or (v) any trademark or copyright infringement involving any marking or branding not applied by “IntelliDB Enterprise” or involving any marking or branding applied at Customer’s request or used by Customer in a manner not authorized by this Agreement. Notwithstanding anything to the contrary in this Agreement, IntelliDB Enterprise’s total aggregate liability arising out of or relating to its indemnification obligations under this Section 7 shall be strictly limited to an amount equal to one hundred percent (100%) of the fees actually paid by Customer to IntelliDB Enterprise for the specific Product or Service that is the subject of the Infringement Claim during the twelve (12) months immediately preceding such claim.

8. LIMITATION OF LIABILITY.

Except for a breach by customer of section 2, indemnification by “IntelliDB Enterprise” under section 7, and to the extent permitted by applicable law, neither party shall be liable to the other party or to any other person for any indirect, special, consequential or incidental damages or losses, or exemplary damages, including but not limited to, those arising out of or relating to: (i) loss of data; (ii) loss of income; (iii) loss of opportunity; (iv) lost profits; or (v) unavailability (excluding credits due for any “IntelliDB Enterprise” service level agreement obligation) or non-performance of any

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or all of the “IntelliDB Enterprise” products or “IntelliDB Enterprise” services, in each case, however caused, and based on any theory of liability, including, but not limited to, breach of contract, tort (including negligence), or violation of statute, whether or not such party has been advised of the possibility of such damages. Some jurisdictions do not allow limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply. Except for a breach by customer of section 2, indemnification by “IntelliDB Enterprise” under section 7, or a security incident to the extent caused by “IntelliDB Enterprise” breach of the “IntelliDB Enterprise” security exhibit or “IntelliDB Enterprise” data processing addendum, and to the extent permitted by applicable law, the total cumulative liability of IntelliDB Enterprise to Customer or any other person arising out of or relating to this Agreement and/or the termination thereof shall be limited to the fees actually paid by Customer to IntelliDB Enterprise for the applicable Product or Service during the six (6) months immediately preceding the event giving rise to the claim. In the case of a security incident to the extent caused by IntelliDB Enterprise’s breach of its contractual security obligations, the total cumulative liability of IntelliDB Enterprise shall be limited to one hundred percent (100%) of the fees actually paid by Customer to IntelliDB Enterprise for the affected Product or Service during the twelve (12) months immediately preceding the event. In no event shall “IntelliDB Enterprise” be liable for the same event under both the general cap and the super cap. Similarly, those caps shall not be cumulative; if there are one or more claims subject to each of those caps, the maximum total liability for all claims in the aggregate shall not exceed the super cap. The foregoing shall not limit customer’s obligations to pay any fees and/or other sums due under any order.

9. TRIAL AND FREEMIUM.

If an “IntelliDB Enterprise” Product offering is identified as a trial, Customer may use the “IntelliDB Enterprise” Product for a limited period for internal demonstration, test, or evaluation purposes. If an “IntelliDB Enterprise” Product is offered as a freemium offering, Customer may use the “IntelliDB Enterprise” Product for production purposes during the term of the offering. “IntelliDB Enterprise” provides trials and freemium offerings “as is” and without warranty. Any customer data uploaded in a cloud services trial or freemium offering will be permanently lost unless customer purchases a subscription to the same cloud service as covered by the trial or freemium offering at the conclusion of its term or exports such data before such date.

10. BETA, TECH PREVIEW AND FREE TOOLS.

“IntelliDB Enterprise” Products may or may not include Beta, Tech Preview or free tools offerings. Customer may use any software or cloud service identified as Beta or Tech Preview for internal demonstration, test or evaluation purposes. The SLAs do not apply to any Beta, Tech Preview and Free Tools Offerings. Customer may use any software or cloud service identified as a free tool for test, evaluation or production purposes. Notwithstanding anything else set forth in this Agreement, “IntelliDB Enterprise” does not make any representations or warranties regarding any Beta, Tech Preview and Free Tools Offering or the integrity of any data stored in connection with

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any Beta, Tech Preview and Free Tools Offering. Customer acknowledges that any such software or cloud service is offered “as-is” and without warranty. Such software or cloud service may contain bugs, errors and other defects. “IntelliDB Enterprise” has no obligation to provide Updates or Support Services or continued availability, and such offerings can be suspended or terminated at any time by “IntelliDB Enterprise” at its sole discretion without notice. “IntelliDB Enterprise” may, in “IntelliDB Enterprise” sole discretion, convert any Beta, Tech Preview and Free Tools Offering to a paid service upon notice to You. To avoid incurring increased charges following such a conversion, You must terminate (i) the individual converted service (if possible) by contacting “IntelliDB Enterprise” as directed in the conversion notice, or (ii) if You subscribe to no other services under Your Account, the entire Account. “IntelliDB Enterprise” does not make any representations, promises or guarantees that Beta and Tech Preview offerings will be publicly announced or made generally available as “IntelliDB Enterprise” Products.

11. THIRD PARTY PRODUCTS, SERVICES OR CONTENT.

A Cloud Service may contain features or functions that enable interoperation with third party products, services or content. “IntelliDB Enterprise” may also provide access to third party products, services or content directly within the Cloud Service. Third party products, services or content, and Customer content in third party services, are not part of the Services and are not warranted or supported by “INTELLIDB ENTERPRISE”. Your use of such third party products, services or content is subject to the terms of the third party, not “INTELLIDB ENTERPRISE”.

12. CONSENT TO USE LOGS.

“IntelliDB Enterprise” and its service providers may collect and use Logs to facilitate Cloud Services, including securing, managing, measuring and improving the Cloud Services. Logs may be used for purposes not specified in this Section only in an aggregated, anonymized form. IntelliDB Enterprise may collect and use usage data, including Logs, for analytics and to improve its services. However, IntelliDB Enterprise will not sell personal data to any third party. Usage data and personal data will only be used for internal purposes, analytics, service improvement, and to comply with applicable legal obligations.

13. SECURITY AND PRIVACY.

When providing Cloud Services or “IntelliDB Enterprise” Services, “IntelliDB Enterprise” will (i) implement and maintain the administrative, physical and technical security controls as set forth in the “IntelliDB Enterprise” Security Exhibit. and (ii) process personal data on Customer’s behalf as set forth in the “IntelliDB Enterprise” Data Processing Addendum. Customer agrees to provide any notices, obtain any consents or otherwise establish the legal basis necessary for “IntelliDB Enterprise” to access and process personal and other data as specified in this Agreement. The “IntelliDB Enterprise” Services Security Exhibit and “IntelliDB Enterprise” Data Processing Addendum are incorporated herein by reference. Except as may be specifically identified in the Documentation for a particular offering, Cloud Services

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and “IntelliDB Enterprise” Services are not designed for, and do not support, personal health information as covered by US HIPAA regulations.

14. CLOUD SERVICE INFRASTRUCTURE.

Cloud Services may be hosted on public or “IntelliDB Enterprise” private clouds. “IntelliDB Enterprise” may change cloud providers and/or clouds at its discretion but will provide at least thirty (30) days’ notice of such a change and will use reasonable efforts to reduce any impact on the availability of Cloud Services. Cloud Services are generally available 7/24/365, except during outside normal business hours or during scheduled maintenance windows. “IntelliDB Enterprise” will provide notice of any emergency maintenance or Updates that may impact availability during normal business hours.

15. CLOUD SERVICES SERVICE LEVEL.

The “IntelliDB Enterprise” Service Level Agreement for Cloud Services is at <https://intellidbenterprise.com/products-plans/#plans> Your exclusive remedy for breach of service level commitments in the “IntelliDB Enterprise” Service Level Agreement is as identified therein. The “IntelliDB Enterprise” Service Level Agreement is incorporated herein by reference.

16. SUSPENSION OF SERVICE.

“IntelliDB Enterprise” reserves the right to suspend an “IntelliDB Enterprise” Product or “IntelliDB Enterprise” Service subscription if (i) payment is not received within thirty (30) days from the date on which payment is due; (ii) Customer’s or its Users’ use is in breach of this Agreement and not cured as required by Section 4.2; (iii) Customer failed to timely address “IntelliDB Enterprise” request to take action pursuant to Section 2; or (iv) suspension is required pursuant to a subpoena, court order or other legal process. “IntelliDB Enterprise” agrees to notify Customer of any such suspension. Customer will remain responsible for all fees incurred before or during any suspension. (v) where Products or Services are purchased through a Reseller, failure of the Reseller to pay “IntelliDB Enterprise” in full and on time, regardless of whether Customer has paid the Reseller.

17. VOICE AND DATA CHARGES; CUSTOMER CONNECTIVITY.

Customer is responsible for all fees and charges imposed by Customer’s telephone carriers, wireless providers, and other voice and/or data transmission providers arising out of access to and use of “IntelliDB Enterprise” Products or “IntelliDB Enterprise” Services. If Customer’s broadband connection and/or telephone service fails, or Customer experiences a power or other failure or interruption, Customer’s access to Cloud Services or “IntelliDB Enterprise” Services may fail for reasons outside of “IntelliDB Enterprise” control.

18. ASSIGNMENT.

Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without “IntelliDB Enterprise” prior written consent, except that Customer may assign this Agreement in whole to an Affiliate, or a successor in interest as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Customer shall provide notice to “IntelliDB Enterprise”

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upon completion of any permitted assignment. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns.

19. EXPORT CONTROLS AND COMPLIANCE WITH LAWS.

Customer acknowledges that the "IntelliDB Enterprise" Products and Services may be subject to export control, economic sanctions, and trade compliance laws and regulations of India, the United States (depending on the country of sale), and other applicable jurisdictions ("Export Laws"). Customer agrees to comply with all applicable Export Laws, including, where applicable, the Indian Foreign Trade Policy and export control regulations, in case of U.S., the U.S. Export Administration Regulations ("EAR"), and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC").

Customer shall not, directly or indirectly, access, use, export, re-export, transfer, or disclose the Products or Services in violation of applicable Export Laws, including for use in embargoed or sanctioned countries or regions, by sanctioned or denied persons or entities, or for prohibited end uses without required governmental authorization.

Each party agrees to comply with all laws and regulations applicable to its respective activities under this Agreement.

20. COMPLIANCE.

To the extent permitted by applicable law, and no more often than once each calendar year, "IntelliDB Enterprise" may request at its sole discretion that you self-report "IntelliDB Enterprise" Product usage or allow it to audit your usage. You agree to cooperate upon thirty (30) days' advance notice and during normal business hours. "IntelliDB Enterprise" will provide you with any necessary tools or assistance.

21. NOTICES.

All legal notices required under this Agreement shall be in writing and delivered in person or by certified or registered express mail to the address last designated on the account for Customer, and the "IntelliDB Enterprise" contracting entity as specified below, or such other address as either party may specify by notice to the other party as provided herein. Notice shall be deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation of receipt; or (iii) five (5) days after deposit in the mail. A copy of all legal notices from Customer to "IntelliDB Enterprise" must also be sent to sales@intellidbenterprise.com. Non-legal notices under Section 3 or 16 may be provided to the other party's applicable email address and shall be deemed effective as of the date and time stamp on the email. "IntelliDB Enterprise" may also provide Customer with non-legal notices through its website and/or through in-product or in-service messaging or dashboards, which shall likewise be deemed effective immediately.

22. FORCE MAJEURE.

Neither party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, pandemic, sanctions, embargoes, strikes, lockouts or other

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labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather. However, it shall not include predictable IT outages or events stemming from Customer infrastructure. The affected party will give the other party prompt written notice of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

23. GENERAL TERMS.

Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement. The provisions of Sections 1 (Definitions), 2.4 (Limitations on Use), 2.5 (Proprietary Rights), 3 (Orders, Fees, and Payments), 4.3 (Effect of Termination), 5 (Customer Content and Customer Account), 6 (Warranties and Warranty Disclaimer), 7 (Indemnification by "INTELLIDB ENTERPRISE"), 8 (Limitation of Liability), 19 (Export Controls and Compliance with Laws), 21 (Notices), 23.1 (Confidentiality), 24 (Data Protection), 25 (Updates to Online Terms and Referenced Policies), and 26 ("IntelliDB Enterprise" Contracting Entity, Choice of Law and Venue) shall survive any termination or expiration of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. "IntelliDB Enterprise" may subcontract responsibilities under this Agreement to Affiliates and/or third parties but remains responsible for breach of this Agreement by acts or omissions of such subcontractors. No person or entity not a party to this Agreement will be deemed to be a third-party beneficiary of this Agreement or any provision hereof. "IntelliDB Enterprise" authorized resellers (including distributors) do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on "IntelliDB Enterprise". No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by such party. "IntelliDB Enterprise" failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative.

23.1. CONFIDENTIALITY.

(a) **Definition.** "Confidential Information" means any non-public information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether in written, oral, visual, electronic, or other form, 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, including without limitation business, financial, technical, product, security, pricing, customer, trade secret, and roadmap information.

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Customer Content is Customer's Confidential Information.

- (b) **Obligations.** The Receiving Party shall: (i) use the Disclosing Party's Confidential Information solely to perform its obligations and exercise its rights under this Agreement; (ii) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in any event not less than a reasonable standard of care; and (iii) not disclose the Confidential Information to any third party except to its Affiliates, employees, directors, officers, professional advisors, contractors, and service providers who have a need to know and are bound by confidentiality obligations no less protective than those herein. The Receiving Party remains responsible for breaches by its permitted recipients.
- (c) **Exclusions.** Confidential Information does not include information that the Receiving Party can demonstrate: (i) is or becomes publicly available through no breach of this Agreement; (ii) was lawfully known to the Receiving Party without confidentiality restriction before receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is lawfully received from a third party without breach of any obligation of confidentiality.
- (d) **Compelled Disclosure.** If the Receiving Party is required by law, court order, or governmental/regulatory authority to disclose Confidential Information, it may do so provided that, to the extent legally permitted, it gives the Disclosing Party prompt written notice and reasonable assistance (at the Disclosing Party's expense) to seek protective treatment.
- (e) **Return/Destruction.** Upon termination or expiration of this Agreement, and upon written request, the Receiving Party shall return or securely destroy the Disclosing Party's Confidential Information in its possession or control, except that the Receiving Party may retain copies as required by law or for bona fide archival/backup purposes, provided such retained information remains subject to this Section 23.1.
- (f) **Injunctive Relief.** The parties acknowledge that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be inadequate, and the Disclosing Party may seek injunctive or equitable relief without prejudice to other remedies.

24. DATA PROTECTION.

- a) **Compliance.** Each party shall comply with applicable data protection laws in India, including the Digital Personal Data Protection Act, 2023 and rules thereunder, as amended from time to time ("DPDP Law"), and any other applicable privacy laws, to the extent relevant to its obligations under this Agreement.
- b) **Roles.** To the extent "IntelliDB Enterprise" processes personal data on Customer's behalf in providing the Products or Services, Customer is the data fiduciary (or equivalent) and "IntelliDB Enterprise" is the data processor (or equivalent), and "IntelliDB Enterprise" shall process such personal data only on Customer's documented instructions, except as required by applicable law.
- c) **DPA Controls.** The "IntelliDB Enterprise" Data Processing Addendum ("DPA"), if applicable, forms part of this Agreement and governs the parties' respective obligations regarding personal data processing, including security measures, sub-

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processing, cross-border transfers (if any), assistance, retention, and audit rights. In the event of conflict between this Agreement and the DPA on personal data processing matters, the DPA shall prevail to the extent of such conflict.

- d) **Sub-processors.** Customer acknowledges that “IntelliDB Enterprise” may engage Affiliates and third-party sub-processors to provide the Products or Services, provided “IntelliDB Enterprise” remains responsible for their compliance with obligations materially equivalent to those in this Agreement and the DPA (if applicable).
- e) **Customer Responsibilities.** Customer represents and warrants that it has provided all required notices and obtained all necessary consents and lawful bases to make Customer Content (including personal data) available to “IntelliDB Enterprise” for processing in accordance with this Agreement.

25. **UPDATES TO ONLINE TERMS AND REFERENCED POLICIES.**

- a) **Online Terms.** Certain descriptions, policies, exhibits, and guidelines referenced in this Agreement may be published on “IntelliDB Enterprise” websites, including without limitation Support Services descriptions, service levels, SLAs, Security Exhibit, and the DPA (collectively, “Online Terms”).
- b) **Changes; Notice.** “IntelliDB Enterprise” may update Online Terms from time to time. If an update materially reduces Customer’s rights or materially increases Customer’s obligations with respect to a paid Subscription Term then in effect (a “Material Adverse Change”), “IntelliDB Enterprise” will provide reasonable prior notice (which may be by email or in-product notice).
- c) **Effectiveness.** Unless otherwise stated, updates to Online Terms will be effective as of the date posted. However, for any paid Subscription Term then in effect, a Material Adverse Change will not apply to Customer until renewal of the applicable Subscription Term, except where required by law or to address security, privacy, or compliance risks.
- d) **Conflict.** If there is a conflict between this Agreement and any Online Terms, this Agreement will control unless the Online Terms expressly state they control for the specific subject matter (for example, the DPA controlling personal data processing terms).

26. **“IntelliDB Enterprise” CONTRACTING ENTITY, CHOICE OF LAW AND VENUE.**

The “IntelliDB Enterprise” contracting entity, governing law, and courts having exclusive jurisdiction for any dispute, claim, or controversy arising out of or in connection with this Agreement shall be: **India** – where the Customer is located in India, the contracting entity shall be *IntelliDB Enterprise Pvt. Ltd.*, governed by the laws of India, and the courts at **Gurugram, Haryana, India**, shall have exclusive jurisdiction;

27. **ENTIRE AGREEMENT; ORDER OF PRECEDENCE.**

This Agreement sets forth the entire Agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements. Nothing contained in any Order, or any other document or terms submitted by Customer with or as part of an Order, shall in any way add to or

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otherwise modify the Agreement or any “IntelliDB Enterprise” purchase program terms under which an Order is submitted. The terms of this Agreement may be updated by “IntelliDB Enterprise” from time to time (as posted on the “IntelliDB Enterprise” website and identified by a “Last updated” date). Updates to Online Terms and referenced policies shall be governed by Section 25. Customer’s continued access to and use of the Services constitutes acceptance of the then-current terms.

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