



Aakashe's User Agreement

These User Agreement/ Terms of Use/ Terms of Service under this agreement are effective on or after April 24, 2024.

Welcome to Aakashe - Bharat's First Instant Drone Imagery Platform! We're pioneering geospatial intelligence, one pixel at a time. Imagine a dedicated team of drone experts, equipped with cutting-edge technology, capturing every detail from the skies. But we're more than just imagery - we're all about efficiency. Our platform has the data, even before you think to ask, seamlessly integrating with your preferred software for instant access to top-notch geospatial insights

These Terms of Service along with any other terms and policies referenced and incorporated herein by reference and/or form an integral part hereof, as amended from time to time ("**Terms**") constitute a legally binding agreement as of the Effective Date (as mentioned above), governing your access, use, registration and receipt of www.aakashe.com and any related website owned or operated by aakashe.com including but not limited to any ancillary services or products provided in connection with the Services. These Terms are between Aakashe Innovations Private Limited (a Company incorporated under Companies Act, 2013, formerly known as "**Hella Infratech Private Limited**") ("**Aakashe**", "**us**", "**we**" or "**our**") and you, either individually, or on behalf of your employer or any other entity which you represent ("**you**" or "**your**").

In case you represent your employer or any other entity, you hereby represent that (i) you have full legal authority to bind your employer or such entity (as applicable) to these Terms; and (ii) after reading and understanding these Terms, you agree to these Terms on behalf of your employer or the respective entity (as applicable), and these Terms shall bind your employer or such entity (as the case may be). PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE): (I) IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY'S EMAIL ADDRESS IN REGISTERING INTO THE SERVICE; OR (II) IF YOU ARE AN ADMIN (AS DEFINED BELOW).

AS ELABORATED IN SECTION 2 BELOW, THERE ARE VARIOUS TYPES OF USERS IN THE SERVICES, THUS, EXCEPT WHERE INDICATED OTHERWISE "YOU" SHALL REFER TO CUSTOMER AND ALL TYPES OF USERS. YOU ACKNOWLEDGE THAT THESE TERMS ARE BINDING, AND YOU AFFIRM AND SIGNIFY YOUR CONSENT TO THESE TERMS, BY EITHER: (I) CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE ACCEPTANCE OF THESE TERMS; OR (II) REGISTERING TO, USING OR ACCESSING THE SERVICES PROVIDED BY AAKASHE, WHICHEVER IS EARLIER (THE DATE OF SUCH REGISTRATION OR ACCEPTANCE BEING THE "**EFFECTIVE DATE**").

IF YOU DO NOT AGREE TO COMPLY WITH, AND BE BOUND BY, THESE TERMS OR DO NOT HAVE AUTHORITY TO BIND YOUR EMPLOYER OR ANY OTHER ENTITY (AS APPLICABLE), PLEASE DO NOT ACCEPT THESE TERMS, OR ACCESS OR USE THE SERVICES PROVIDED BY AAKASHE.

1. OUR SERVICES:

Aakashe offers unparalleled access to drone imagery for a wide spectrum of applications where drone imagery is essential. Our platform caters to sectors including, but not limited to, urban planning, agriculture, environmental monitoring, and infrastructure development, thereby catering to the vast needs of satellite imagery applications.

- **Free Visualization Service:** Aakashe allows all users to visualize drone imagery up to a specific zoom level at no cost. This feature is designed to enable users to view imagery and perform quality control (QC) checks to assess the data's quality. While invaluable for preliminary insights, this service

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is intentionally not designed for conducting in-depth analysis or commercial exploitation due to the restricted zoom level.

- **Subscription Service:** Beyond basic visualization, Aakashe offers a subscription-based service with three tiers—Small, Medium, and Large—catering to different levels of user needs. Each tier allows the unlocking of a specified number of tiles for in-depth analysis using our advanced tools:
 - **Small Scale:** Suitable for up to 10 tiles, with support for 2 free users for organizational accounts.
 - **Medium Scale:** Designed for unlocking 11-25 tiles, accommodating up to 5 free users for organizational accounts.
 - **Large Scale:** For extensive usage, offering access to 25+ tiles with provisions for up to 15 free users under organizational accounts.

1.1 No Contingency on Future Releases and Improvements: You hereby acknowledge that your purchase of the Services hereunder are not contingent on the delivery by us of any future release of any functionality, feature or service, including without limitation: (i) the continuance of certain Services beyond the current Subscription Term; or (iii) dependency on any public comments we make, orally or in writing, regarding any future functionality, feature or service.

1.2 Ability to Accept Terms: If you access and use the Sites and/or the Services, you represent and warrant that you are an Indian citizen residing in India or a body corporate registered or incorporated as per Indian Laws. Further the Sites and/or Services are only intended for individuals aged Eighteen (18) years or older. We reserve the right to request proof of age at any stage so that we can verify compliance with this paragraph.

1.3 Specific Services Terms: Some Services may be subject to additional terms specific to such Services, feature or functionality therein as identified in the relevant Services when enabling such Services and/or as designated and available on the website. By accessing, enabling, using and/or purchasing any such Services subject to any further terms and conditions, you agree and acknowledge that such terms are binding and governing your use of such Services.

1.4 Additional Services: You may purchase and/or receive additional services, as may be updated from time to time.

2. ACCOUNT REGISTRATION AND ADMINISTRATION

To register to the Services for the first time, you shall create an account for the Services ("**Account**"). By creating an Account and registering to use the Services you become, either individually or on behalf of your employer or any entity, on behalf of whom you created the Account, An Aakashe customer ("**Customer**"). The first user of the Account is automatically assigned as an Account administrator ("**Admin**"). Additional details with respect to the Admin Account is given below.

2.1 Your Registration Information: When creating an Account and creating your user profile ("**User Profile**"), you: (i) agree to provide us with accurate, complete, and current registration information about yourself; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your Account, User Profile and password, in connection with the Services; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your Account or User Profile and/or any breach of these Terms. We may assume that any communications we receive under your User Profile have been made by you. You will be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a

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third party, due to any unauthorized usage of the Account by either you or any other User or third party on your behalf.

2.2 User Verification: You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account and/or User Profile. In the event that you lose access to an Account or otherwise request information about an Account, we reserve the right to request information from you for any verification and/or information, as we deem necessary in our sole discretion, before restoring or providing access to or providing information about such Account.

2.3 Account Admins: The Admin of an Account are deemed as the authorized representatives of the Customer, and any decision or action made by any Admin, is deemed as a decision or action of Customer. An Admin may assign or add other members to the Account, and possess important privileges and controls over the use of the Services and the Account, including, without limitation: (i) control your (and other Users) use of the Account; (ii) purchase, upgrade or downgrade Services and (ii) create, monitor or modify Users' actions and permissions.

2.4 Account Users: There are 2 (two) types of Account users, such as viewers and members both of whom are designated within the Services and referred to herein, collectively with the Admin(s) as "**Users**". The features, functionalities and privileges available to the Users are determined by the respective user role, Services, offering and Subscription Plan governing such Account. The User(s) shall be responsible for ensuring that Users are assigned the appropriate user type. If you assign Users not in accordance with the appropriate user type (for instance, assigning Users who are internal to your organization, your affiliates, subsidiaries and/or any other related entities as a additional user to your account) then Aakashe shall have the right, in its sole discretion, and without derogating any other remedy available hereunder, to reassign such user types as appropriate, impose additional restrictions and/or charge additional fees.

2.5 Customer Responsible for Users: Customer is solely liable and responsible for understanding the settings, privileges and controls for the Services and for controlling whom Customer permits to become a User and what are the settings and privileges for such User, including without limitation, the right for a User to invite or add other Users (either paid or unpaid), the right to incur charges on the Account, the right to access, etc. Customer is responsible for the activities of all of its Users and how Users use the Data, including but not limited to any provision, modifications, notifications, etc, as per the Law of Land i.e.. The Republic of India. Further, Customer acknowledges that any action taken by a User of Customer's Account, is deemed by us as an authorized action by Customer, hence Customer shall have no claim in this regard. The Customer specifically agrees not to:

- Engage in or promote illegal activities, including but not limited to terrorism, piracy, and other criminal actions.
- Misuse the data provided by Aakashe for any unlawful purposes or activities that could be deemed supportive of terrorism or other malicious intents.
- Infringe upon the rights and freedoms of others, including privacy, intellectual property, and freedom from harassment.
- Compromise the security and operational integrity of Aakashe through unauthorized access, data theft, or distribution of malicious software.

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3. INTELLECTUAL PROPERTY RIGHTS

3.1 **Our Intellectual Property:** Aakashe and its licensors hold exclusive rights, title, and interest in all content and services provided, protected under copyright laws and international conventions. As between you and Aakashe, Aakashe retains all right, title and interest, including all intellectual property rights, in and to the Materials provided by Aakashe. By using our services, you're granted a non-exclusive, non-transferable license for personal and non-commercial use, conditioning that the Customer shall respect the intellectual property rights of Aakashe thus refraining from any act that would infringe on these rights.

3.2 **Customer Reference:** Customer acknowledges and accepts that Aakashe has the right to use Customer's name and logo to identify Customer as a customer of Aakashe or as a User of the Services, on Aakashe's Sites, marketing materials or otherwise by public announcements, including, but not limited to, earning statements and calls, shareholder materials and similar announcements.

3.3 **Use Restrictions:** Except as expressly permitted in these Terms, you may not, and shall not allow a User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Services or the Sites to any third party, including, but not limited to your affiliates, or use the Services in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Services or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Services or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Services or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any works on the Services or Sites, or any part thereof; (v) take any action that imposes or may impose (at Aakashe's sole discretion) an unreasonable or disproportionately large load on the Aakashe's infrastructure or infrastructure which supports the Sites or Services (vi) interfere or attempt to interfere with the integrity or proper working of the Services or Sites, or any related activities; (vii) remove, deface, obscure, or alter Aakashe's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Services or Sites, or use or display logos of the Services or Sites without Aakashe's prior written approval; (viii) use the Services or Sites for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party (including other Users) to do any of the foregoing.

4. PRIVACY AND SECURITY

4.1 **Security:** Aakashe implements reasonable security measures and procedures designed to assist in protecting your data.

4.2 **Privacy Policy:** As a part of accessing or using the Services and the Sites, we may collect, access, use and share certain Personal Data from, and/or about you.

4.3 **Anonymous Information:** Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to, or generated by your use of the Services and/or Sites, and disclose it for the purpose of providing, operating, improving and publicizing our products and services, including the Sites and Services, and for other business purposes. "Anonymous Information" means information which does not enable identification of an individual, such as de-identified, aggregated and/or analytics information.

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5. SUBSCRIPTION, FEES, UPGRADES AND RENEWALS

5.1 **Order Form:** The Services may be purchased via an order form, e.g. a sales order, purchase document or any other instrument as determined by us, which shall be completed and placed either online, in-product, offline, or in any other form designated by us ("**Order Form**"). Such Order Form will list, at a minimum, the Services ordered, the associated fees, the subscription plan and term, as applicable. If Customer provides Aakashe a purchase order related to an Order Form, such is deemed to incorporate these Terms and if such contains terms in regards to the Services then such shall have no force or effect.

5.2 **Subscription:** Unless stated otherwise in an Order Form, the Services are provided on a subscription basis for the subscription term specified in the Order Form, in accordance with the respective subscription plan, as applicable, purchased under such Order Form "**Subscription Term**" and "**Subscription Plan**", respectively, and collectively the "**Subscription**").

5.3 **Fees:** In consideration for the provision of the Services (except for Free Visualization Services), Customer shall pay us the applicable fees, as set forth in the applicable Order Form ("**Fees**"). Unless indicated otherwise, Fees are stated in Indian Rupees. Customer hereby authorizes us, either directly or through our payment processing service or our affiliates, to charge such Fees via Customer's selected payment method, upon due date or shall otherwise remit payment to Aakashe upon the due date. Unless expressly set forth herein, the Fees are non-cancellable and non-refundable. We reserve the right to change the Fees at any time, upon notice to Customer if such change may affect Customer's existing subscriptions upon renewal. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the Account, without notice.

5.4 **Taxes:** The Fees are inclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of these Terms and the purchase or sale, of the Services hereunder ("**Taxes**"). If Customer is located in a jurisdiction which requires Customer to deduct or withhold Taxes or other amounts from any amounts due to us, Customer should notify us, in writing, promptly and we shall join efforts to avoid and/or reduce any such Tax withholding, provided, however, that in any case, Customer shall bear the sole responsibility and liability to pay such Tax and such Tax should be deemed as being added on top of the Fees payable by Customer.

5.5 **Upgrades:** Customer may upgrade and/or enhance its Services by either: (i) adding Users; (ii) upgrading to a higher type of Subscription Plan; (iii) adding additional services, products, Add-Ons, features or functionalities; and/or (iv) upgrading to a longer Subscription Term (collectively, "**Upgrades**"). Some Upgrades or other changes may be considered as a new purchase, hence will restart the Subscription Term for all or some of the Services and some will not, as indicated on the website. Upon an Upgrade, Customer will be billed for the applicable additional Fees, at our then-current rates (unless indicated otherwise in an Order Form), either: (a) prorated for the remainder of the then-current Subscription Term, or (b) whenever the Subscription Term is being restarted, then the Fees already paid by Customer will be reduced from the new upgraded Fees, and the difference shall be due and payable by Customer upon the date on which the Upgrade was made. "**Add-Ons**" means additional enhancements and/or additional functionalities for the applicable Services for the respective Subscription Plan purchased by Customer that are made available for purchase, which may be subject to additional Fees.

5.6 **Adding Users:** Customer acknowledges that unless it disabled these options: (i) Users within the same email domain will be able to automatically join the Account; and (ii) Users within Customer's Account may invite other persons to be added to the Account as Users (collectively, "**Users Increase**"). For further information on these options and how to disable them, contact Aakashe. Any changes to the number of Users

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within a certain Account, will restart the Subscription Term for all or some of the Services, and Customer will be billed for the applicable additional Fees at our then-current rates and the Fees already paid by Customer will be reduced from the new additional Fees, unless otherwise agreed in an Order Form in which case Users will be added for the remainder of the Subscription Term on a prorata basis. We will bill Customer upon the Users increase, unless such alternative time is otherwise agreed by us.

5.7 Excessive Usage: We shall have the right, including without limitation where we, at our sole discretion, believe that Customer and/or any of its Users, have misused the Services or otherwise use the Services in an excessive manner compared to the anticipated standard use at our sole discretion (for instance, an excessive number of guests, excessive use of automations, etc.), to offer the Services in different pricing and/or impose additional fees or other restrictions as for the download and/or use of the Services, including, without limitation, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.

5.8 Billing: As part of registering, or submitting billing information, to the Services, Customer agrees to provide us with updated, accurate and complete billing information, and Customer authorizes us (either directly or through our affiliates, including Aakashe) to charge, request and collect payment (or otherwise charge, refund or take any other billing actions) from Customer's payment method or designated banking account, and to make any inquiries that we (or our affiliates and/or third-parties acting on our behalf) may consider necessary to validate Customer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Customer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by Customer's credit card company).

5.9 Credits: Any credits that may accrue to Customer's Account for the respective Services, for any reason ("**Credits**"), will expire and be of no further force and effect, upon the earlier of: (i) the expiration or termination of the applicable Subscription under the Account for which such Credits were given; or (ii) in case such Credits accrued for an Account with Trial Services (as defined below) that was not upgraded to a Subscription Plan, then upon such Credits' accrual or such time as may be decided mutually by all parties. Unless specifically indicated otherwise, Credits may be used to pay for the respective Services only and not for any Third Party Services or other payment of whatsoever kind. Whenever fees are due for any Services, accrued Credits will be first reduced against the Fees and the remainder will be charged from Customer's respective payment method. Credits shall have no monetary value (except for the purchase of Services under the limited terms specified herein) nor exchange value, and will not be transferable or refundable.

5.10 Payment through Partner: If Customer purchased Services from a Aakashe authorized reseller, distributor or engages with an intermediary to fulfill its payment obligations hereunder to us which is approved by us ("**Partner**"), then to the extent there is any conflict between these Terms and the agreement entered between Customer and the respective Partner, including any purchase order ("**Partner Agreement**"), then, as between Customer and Aakashe, these Terms shall prevail. Any rights granted to Customer and/or any of the other Users in such Partner Agreement which are not contained in these Terms, apply only as between Customer and the respective Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with the Partner and not Aakashe. For clarity, Customer's and its Users' access to the Services is subject to our receipt from Partner of the payment of the applicable Fees paid by Customer to Partner. Customer hereby acknowledges that at any time, at our discretion, the billing of the Fees may be assigned to us, such that Customer shall pay us directly the respective Fees.

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6. REFUND POLICY OR CHARGEBACK

6.1 **Refund Policy:** If Customer is not satisfied with its first purchase of the Services and solely with respect thereto ("**Initial Purchase**"), then Customer may terminate such Initial Purchase of the Services by providing us a written notice, within 30 days of such Initial Purchase ("**Refund Period**"). In the event that Customer terminates such Initial Purchase, within the Refund Period, we will refund Customer the prorata portion of any unused and unexpired Fees pre-paid by Customer in respect of such terminated Services, unless such other sum is required by applicable law, in the same currency we were originally paid ("**Refund**"). The Refund is applicable only to the Initial Purchase and does not apply to any additional or subsequent purchases, upgrades, modification or renewals of the Services (even if such were performed during the Refund Period). Please note that we shall not be responsible to Refund any differences caused by change of currency exchange rates or fees that Customer was charged by third parties, such as wire transfer fees. After the Refund Period, the Fees are non-refundable and non-cancellable. To the extent permitted by law, if we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for Services actually received and enjoyed, we reserve our right to reject Customer's Refund request. Subject to the foregoing, upon termination by Customer under this Section 6.1 all outstanding payment obligations shall immediately become due for the used Services and Customer will promptly remit to Aakashe any fees due to Aakashe under these Terms.

6.2 **Non-Refundable Services:** Certain Services may be non-refundable. In such event we will identify such Services as non-refundable, and Customer shall not be entitled, and we shall not be under any obligation, to terminate the Services and give a Refund.

6.3 **Chargeback:** If, at any time, we record a decline, chargeback or other rejection of a charge of any due and payable Fees ("**Chargeback**"), this will be considered as a breach of Customer's payment obligations hereunder, and Customer's use of the Services may be suspended, disabled or terminated at Aakashe's discretion. Customer may not have any further access to the Services in the event of such suspension, disablement or termination, unless Aakashe otherwise enables Customer to resume its access to the Services, at its sole discretion, subject to Customer's payment of any applicable Fees in full, including any fees and expenses incurred by us and/or any Third Party Services for each Chargeback received (including handling and processing charges and fees incurred by the payment processor), without derogating from any other remedy that may be applicable to us under these Terms or applicable law.

7. TRIAL SERVICES; PRE-RELEASED SERVICES

7.1 **Trial Services and Free Versions:** We may offer, from time to time, part or all of our Services on a free, no-obligation trial and/or in connection with a free Subscription Plan to the Services for a limited duration and with limited functionality ("**Trial Services**"). The term of the Trial Services shall be as communicated to you within the Services, in an Order Form or separately in writing by Aakashe, unless terminated earlier by either Customer or us, for any reason or for no reason. We reserve the right to modify, cancel and/or limit the Trial Services at any time, with or without notice, and without liability or explanation to you. In respect of the Trial Services, upon termination, we may deactivate the User at any time, without any prior written notice.

7.2 **Pre-Released Services:** Note that we may offer, from time to time, certain Services or parts thereof as Alpha or Beta versions ("**Pre-Released Services**") and we use best endeavors to identify such Pre-Released Services as such. Pre-Released Services are Services that are still under development, and as such they may be inoperable or incomplete, and may contain bugs, suffer disruptions and/or not operate as intended and designated, more than usual.

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7.3 Governing Terms of Trial Services and Pre-Released Services: The Trial Services and Pre-Released Services are governed by these Terms, including relevant Specific Services Terms, provided that notwithstanding anything in these Terms or elsewhere to the contrary, in respect of Trial Services and Pre-Released Services (i) such services are licensed hereunder on an “As-Is”, “With All Faults” “As Available” basis, with no representations and/or warranties, express or implied, of any kind; (ii) the indemnity undertaking by us set forth below herein shall not apply; and (iii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF AAKASHE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES, THE SERVICES AND THE THIRD PARTY SERVICES), EXCEED AN AMOUNT OF ₹50,000. We make no promises that any Trial Services and/or Pre-Released Services will be made available to you and/or generally available.

8. TERM AND TERMINATION; SUSPENSION:

8.1 Term: These Terms are in full force and effect, commencing upon the Effective Date, until the end of all Subscriptions to the Services underlying the Account, either paid or unpaid, unless terminated otherwise in accordance with these Terms.

8.2 Termination for Cause: Either Customer or us may terminate the respective Services and these Terms, as applicable, upon written notice, in case that the other party (a) is in material breach of these Terms and to the extent, curable, fails to cure such breach, within a reasonable cure period, which shall not be less than 15 (fifteen) days following a written notice from by the non-breaching party; provided, however, that termination by Customer shall apply only with respect to those components of the Services with respect to which the breach has occurred; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 45 days.

8.3 Termination by Customer: Customer may terminate its Subscription to the Services by cancelling the Services and/or deleting the Account, whereby such termination shall not derogate from Customer’s obligation to pay applicable Fees except where such termination is made within the Refund Period. In accordance with Section 6.1 above, unless mutually agreed otherwise by Customer and us in a written instrument, the effective date of such termination will take effect at the end of the then-current Subscription Term, and Customer’s obligation to pay the Fees throughout the end of such Subscription Term shall remain in full force and effect, and Customer shall not be entitled to a refund for any pre-paid Fees.

8.4 Suspension: Without derogating from our termination rights above, we may decide to temporarily suspend the Account and/or a User Profile (including any access thereto) and/or our Services, in the following events: (i) we believe, at our sole discretion, that you or any third party, are using the Services in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole discretion, that you or any third party, are using the Services in breach of these Terms or applicable Law; (iii) Customer’s payment obligations, in accordance with these Terms, are or are likely to become, overdue; or (iv) Customer’s or any of its Users’ breach of the Acceptable Use Policy. The afore-mentioned suspension rights are in addition to any remedies that may be available to us in accordance with these Terms and/or applicable Law.

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9. CONFIDENTIALITY:

9.1 **Confidential Information:** In connection with these Terms and the Services (including the evaluation thereof), each party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**"), non-public business, product, technology and marketing information, including without limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior to or after the Effective Date ("**Confidential Information**"). For the avoidance of doubt, (i) Customer Data is regarded as Customer's Confidential Information, and (ii) our Site, Services, Trial Services and/or Pre-Released Services, inclusive of their underlying technology, and their respective performance information, as well as any data, reports and materials we provided to you in connection with your evaluation or use of the Services, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

9.2 **Confidentiality Undertakings by the Receiving Party:** The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and as required to be disclosed to legal or financial advisors to the Receiving Party or in connection with a due diligence process that the Receiving Party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

9.3 **Compelled Disclosure:** Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

10. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND/OR WARRANTIES AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

10.1 THE SITES AND THE SERVICES ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND. WE AND OUR AFFILIATES, IF ANY, HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS AND/OR WARRANTIES OF MERCHANTABILITY, FUNCTIONALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY.

10.2 WE AND OUR VENDORS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS AND/OR WARRANTIES THAT THE SERVICES AND SITES, INCLUDING THE ACCESS THERETO AND USE

AAKASHE INNOVATIONS PRIVATE LIMITED

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THEREOF, WILL BE UNINTERRUPTED, TIMELY, SECURED, ERROR FREE, THAT DATA WILL NOT BE LOST, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES AND/OR SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL CODE. WE AND OUR VENDORS FURTHER DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DELAYS, FAILURES, INTERCEPTION, ALTERATION, LOSS, OR OTHER DAMAGES THAT YOU AND/OR YOUR DATA (INCLUDING CUSTOMER DATA) MAY SUFFER, THAT ARE BEYOND OUR CONTROL.

10.3 WE DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS AND/OR WARRANTIES (I) THAT OUR SERVICES AND SITES (OR ANY PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF YOUR CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME), OR COMPLY WITH ANY LAWS APPLICABLE TO YOU; AND/OR (II) REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICES AND/OR THE SITES.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

11.1 IN NO EVENT SHALL EITHER PARTY HERETO AND ITS AFFILIATES, IF ANY, BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, USE, BUSINESS, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.2 EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EITHER PARTY UNDER SECTION 16 (INDEMNIFICATION) HEREIN, YOUR PAYMENT OBLIGATIONS HEREUNDER OR BREACH OF OUR ACCEPTABLE USE POLICY BY EITHER YOU OR IN CASE OF A CUSTOMER, ANY OF THE USERS UNDERLYING ITS ACCOUNT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, ITS THIRD PARTY SERVICE PROVIDERS), UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES AND THE SERVICES), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY), DURING THE 12 CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

12. SPECIFIC LAWS; REASONABLE ALLOCATION OF RISKS

12.1 **Specific Laws:** Except as expressly stated in these Terms, we make no representations or warranties that your use of the Services is appropriate in your jurisdiction. Other than as indicated herein, you are responsible for your compliance with any local and/or specific applicable Laws, as applicable to your use of the Services.

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12.2 Reasonable Allocation of Risks: You hereby acknowledge and confirm that the limitations of liability and warranty disclaimers contained in these Terms are agreed upon by you and us and we both find such limitations and allocation of risks to be commercially reasonable and suitable for our engagement hereunder, and both you and us have relied on these limitations and risk allocation in determining whether to enter these Terms.

13. INDEMNIFICATION

13.1 By Customer: Customer hereby agrees to indemnify, defend and fully hold harmless Aakashe and its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, cause of action, suits, lawsuits, demands, damages, liabilities, losses, reasonable expenses or costs (including interest, penalties, attorneys' fees, accounting fees and investigation costs) (collectively, "Losses") incurred as a result of any third party claim arising from (i) Customer's and/or any of its Users', violation of these Terms or applicable Law; and/or (ii) Customer Data, including the use of Customer Data by Aakashe and/or any of its subcontractors, infringes or violates, any third party's rights, including, without limitation, intellectual property, privacy and/or publicity rights.

13.2 By Aakashe: Aakashe hereby agrees to defend Customer, its affiliates, officers, directors, and employees, in and against any third party claim or demand against Customer, alleging that Customer's authorized use of the Services infringes or constitutes misappropriation of any third party's copyright, trademark or registered patent ("**IP Claim**"), and we will indemnify Customer and hold Customer harmless against any damages and costs finally awarded on such IP Claim by a court of competent jurisdiction or agreed to via settlement we agreed upon, including reasonable attorneys' fees. Aakashe's indemnity obligations under this Section 13 shall not apply if: (i) the Services (or any portion thereof) was modified by Customer or any of its Users or any third party, but solely to the extent the IP Claim would have been avoided by not doing such modification; (ii) if the Services is used in combination with any other service, device, software or products, including, without limitation, Third Party Services, but solely to the extent that such IP Claim would have been avoided without such combination; and/or (iii) any IP Claim arising or related to, the Customer Data or to any events giving rise to Customer's indemnity obligations under Section 13.1 above. Without derogating from the foregoing defense and indemnification obligation, if Aakashe believes that the Services, or any part thereof, may so infringe, then Aakashe may in its sole discretion: (a) obtain (at no additional cost to you) the right to continue to use the Services; (b) replace or modify the allegedly infringing part of the Services so that it becomes non-infringing while giving substantially equivalent performance; or (c) if Aakashe determines that the foregoing remedies are not reasonably available, then Aakashe may require that use of the (allegedly) infringing Services (or part thereof) shall cease and in such an event, Customer shall receive a prorated refund of any Fees paid for the unused portion of the Subscription Term. THIS SECTION 13.2 STATES AAKASHE'S SOLE AND ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY AAKASHE AND/OR ITS SERVICES AND UNDERLYING TECHNOLOGY.

13.3 Indemnity Conditions: The defense and indemnification obligations of the indemnifying party under this Section 13 is subject to: (i) the indemnified party promptly providing a written notice of the claim for which an indemnification is being sought, provided that such indemnitee's failure to do so will not relieve the indemnifying party of its obligations under this Section 13, except to the extent the indemnifying party's defense is materially prejudiced thereby; (ii) the indemnifying party being given immediate and exclusive control over the defense and/or settlement of the claim, provided, however that the indemnifying party shall not enter into any compromise or settlement of any such claim that requires any monetary obligation or admission of liability or any unreasonable responsibility or liability by an indemnitee without the prior written

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consent of the affected indemnitee, which shall not be unreasonably withheld or delayed; and (iii) the indemnified party providing reasonable cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of, or response to, such claim

14. EXPORT CONTROLS

14.1 The Services may be subject to the Republic of India and the Laws and regulations, there under, and you acknowledge and confirm that: (i) you are an body corporate registered under the laws of, operating from, or otherwise ordinarily resident in the territorial limits of the Republic of India (ii) you are not located or are using, exporting, re-exporting or importing the Services (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the National Geospatial Policy, 2022 including their rules, regulations, clarifications, addendum, and modifications notified thereunder, or any other law applicable thereof ; and you are not, identified on a list of prohibited or restricted persons.

15. MODIFICATION

15.1 Occasionally, we may make changes to these Terms for valid reasons, such as adding new functions or features to the Services, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make material changes to these Terms, we'll provide Customer with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Services or by sending Customer an email. Your continued use of the Services after the changes have been implemented will constitute your acceptance of the changes.

16. SETTELEMENT OF DISPUTES

16.1 The provisions of this Agreement shall be governed by and construed in accordance with Indian law. In the event of any disputes or differences between the Parties hereto, whether before or after the termination of this Agreement, the Parties agree to negotiate in good faith to resolve any dispute, difference or claim among the Parties arising out of or in connection with this Agreement, the Parties agree to negotiate in good faith to resolve any dispute, difference or claim amongst the Parties arising out of or in connection with this Agreement, including the construction, interpretation, implementation, validity, execution, performance, termination or alleged breach hereof of anything done or omitted to be done pursuant to this Agreement.

16.2 Any Party may issue a notice, ("**Notice**"), to the other Parties in respect of any such dispute, difference or claim. Only if the Parties fail to resolve the dispute within thirty (30) days by amicable arrangement and compromise, such dispute may be resolved by the arbitration proceedings referred to in this Clause 16.

16.3 Save as provided in Clause 16.4 below, any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, implementation or termination, or the legal relationships established by this Agreement ("**Dispute**"), shall be referred to and finally resolved by arbitration. Each disputing Party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within 15 (fifteen) days of receipt of the second arbitrator's confirmation of his/her appointment.

16.4 The award shall be final and binding on the parties. A person who is not a party to this Agreement shall have no right to enforce any of its terms. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended (the "**Arbitration Act**"). Each party shall bear the cost of preparing and presenting its

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case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties, unless the award otherwise provides. The arbitration tribunal shall use its best efforts to produce a final and binding award or awards within 6 (six) months of the appointment of the Chairman. The Parties shall use their commercial reasonable efforts to assist the tribunal to achieve this objective, and the Parties agree that this six-month period shall only be extended in exceptional circumstances, which are to be determined by the tribunal in its absolute discretion. The seat, or legal place, of arbitration shall be Mumbai, India. The language to be used in the arbitral proceedings shall be English. The courts of Mumbai, India shall have the sole and exclusive jurisdiction in relation to any disputes arising out of this Agreement.

16.5 The award given by the arbitration tribunal shall be final, conclusive and binding upon the Parties and the successful Party may seek to enforce the same through a court of competent jurisdiction.

16.6 The arbitration tribunal shall issue a written statement of their award detailing the facts and reasons upon which his decision was based.

16.7 The arbitration tribunal may grant an award to a Party that substantially prevails on the merits, its costs and actual expenses (including actual fees of its counsel).

16.8 Any reference of any dispute, difference or claim to arbitration under this Agreement shall not affect the performance by the Parties of their respective obligations under this Agreement other than the obligations relating to the dispute, difference or claim referred to arbitration. The pendency of a dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.

16.9 Notwithstanding the power of the arbitrators to grant interim relief, the Parties shall have the power to seek appropriate interim relief from the courts of Mumbai, India.

16.10 The Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

16.11 Subject to Clauses 16.1 to 16.10, the courts in Mumbai, India shall have exclusive jurisdiction in respect of all disputes arising out of and/or in connection with this Agreement.

17. GENERAL PROVISIONS

17.1 **Applicable Law:** This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder.

17.2 **Force Majeure:** This Agreement is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the power in the Agreement, such as civil commotion, riots, and acts of God etc. provided that the Aakashe shall, within 7 (seven) days from the occurrence of such a situation, notify you, in writing of such event. The decision on whether an event constitutes a *force majeure* event or not, shall be taken by the Issuer and the Agency, in consultation with the Lead Manager.

17.3 **No Waiver:** Failure to exercise part of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance, such waiver by any Party, of any of the rights established herein shall not be considered as a waiver of another right established herein.

17.4 **Notice:** We shall use your contact details that we have in our records, in connection with providing you notices, subject to this Section 17.4. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the Services, shall be provided as follows: via the Services, including by posting on our Sites or posting in your account, text, e-

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mail, phone, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to Aakashe Innovations Private Limited. (formerly known as "**Hella Infratech Private Limited**"), Attn: Legal Team, at legal@aakashe.com, or sent to Office No. 204, Opal Square IT Park, Plot No C-1, SG Barve Rd, Wagle Industrial Estate, Thane West, Thane, Maharashtra 400604, Tel: +91-740-047-6807

17.5 Assignment: These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of Aakashe, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Services to a third party without your consent or prior notice to you. Subject to the foregoing conditions, these Terms shall bind and ensure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized under this Section 17.5 shall be null and void.

17.6 Severability: These Terms shall be enforced to the fullest extent permitted under applicable Indian Laws. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

17.7 No Reliance: You acknowledge and agree that you do not rely on, and shall have no remedy in respect of, any statement, warranty and/or representation made (including whether innocently or negligently) by us or any other person on our behalf except as expressly set out in these Terms or an Order Form.

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