LogChimp Software Subscription Agreement

NOT FOR EDITING OR NEGOTIATION.
Effective Date: January 27, 2026

This LogChimp Software Subscription Agreement ("Subscription Agreement") is entered between Shinkly and Customer and governs Customer's access and use of Software, regardless of how Customer purchased such Software, whether directly from Shinkly or via a Reseller or Marketplace. The "Effective Date" of this Subscription Agreement is the: (a) the date Customer completes an online checkout or purchase flow for a Subscription that references this Agreement; (b) the date upon which Customer accepts a private offer via the applicable Marketplace; or (c) the date of the last signature on an Order Form executed by Shinkly and a Reseller on behalf of Customer.

1. Definitions

"Affiliate" means an organization that controls, is controlled by, or which is under common control with, a party, where "control" means direct or indirect ownership of at least 50% of the voting interests of the organization.

"Agreement" means collectively, this Subscription Agreement, any document incorporated by reference, and any applicable Order Form.

"Customer" means the Customer entity set forth in: (a) an Order Form between Customer and Shinkly; (b) the private offer submitted by Shinkly via the applicable Marketplace; or (c) an Order Form executed by Shinkly and a Reseller on behalf of Customer.

"Customer Information" means Customer data provided by Customer to Shinkly in connection with the delivery of Support Services.

"Documentation" means Software documentation located at https://docs.logchimp.codecarrot.net

"Eligible Features and Functions" means the features and functions of Software that are eligible for access and use by Customer based on the Subscription Level purchased by Customer, as further described at https://logchimp.codecarrot.net/pricing.

"Infringement Claim" means any claim, action, or proceeding alleging that the Software infringes or misappropriates a third party's intellectual property rights (patent, copyright, trademark, or trade secret).

"Instance" means a single logical deployment of the Software serving one environment or use case (for example: a production environment). An Instance may consist of multiple replicas or nodes operating together.

"License" means a limited, non-exclusive, non-transferable, fully paid up license, solely for Customer's internal business operations to: (a) install and use, in object code format, the Software; and (b) use, and distribute internally a reasonable number of copies of the Documentation, provided that Customer must include on such

copies all marks and notices.

"License Key" means an alphanumeric code that enables the use of Software.

"Malicious Code" means any code that is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of Customer's computer programs or computer systems or destroy or damage data. Malicious Code shall not include any software bugs or errors handled through Support Services, or any standard features of functions of the Software and/or any License Key that are intended to enforce the temporal and/or other limitations on the scope of the use of the Software to the scope of the License granted to Customer.

"Marketplace" means a cloud service provider marketplace as further described in Section 2 below.

"Metered Usage" means usage of the Software that is measured on a per-unit basis and charged based on actual consumption, as specified in the applicable Order Form, including usage in excess of any included Subscription Entitlements.

"Merchant of Record (MoR)" means a third-party payment provider authorized by Shinkly Private Limited to act as the merchant of record for processing payments, collecting taxes, issuing invoices, and handling refunds on behalf of Shinkly, including but not limited to Paddle, and DodoPayments.

"Non-production Environment" means an environment such as development, staging, or quality assurance, where Software is not used for production purposes.

"Order Form" means a online checkout page, purchase confirmation, invoice, or other transactional record issued or controlled by Shinkly that identifies the Subscription purchased by Customer, the applicable Subscription Level, Subscription Term, fees and Subscription Entitlements, and that is accepted electronically by Customer or a Reseller acting on Customer's behalf, and that incorporates this Agreement by reference.

"Replica" means an identical running copy of the Software that is part of the same Instance and shares configuration, data, and purpose, used solely for scaling, availability, or redundancy.

"Reseller" means a third party authorized by Shinkly to promote and resell Subscriptions.

"Shinkly" means Shinkly Private Limited, a company incorporated under the Companies Act, 2013 (under the laws of India) bearing Corporate Identification Number (CIN): U47912PB2024PTC060446.

"Shinkly Trademarks" means all trademarks, trademark applications, registered trademarks, service marks, trade names, logos, designs, brands, taglines and other symbols or marks intended to indicate Shinkly as the source of LogChimp Software.

"Software" means the LogChimp software that is licensed for use on Customer's premises or in Customer's public cloud account under a Subscription, including all updates and new releases that are generally made available by Shinkly to its customers during the applicable Subscription Term.

"Subscription Level" means the tier of a subscription purchased by Customer, as specified in the applicable Order Form, which defines the scope of Customer's access to the software during the Subscription Term, including as

applicable: (a) pricing and fee structure; (b) included usage, capacity limits, and other Subscription Entitlements; (c) availability of features and functionality; (d) applicable usage-based or metered rates. The Subscription Level determines the Eligible Features and Functions that Customer is entitled to access and use during the Subscription Term and the Support Services that Customer is entitled to receive, if any, with respect to the Software included in the Subscription.

"Subscription Entitlements" means the features, usage limits, capacities, and other entitlements applicable to Customer's Subscription Level, as specified in the applicable Order Form, including any included quantities and any usage-based or metered usage categories, and as may be updated in accordance with this Agreement.

"Subscription Term" means the period during which Customer is authorized to access and use the Software under a Subscription Level, commencing when access to the Software or a license key is first made available to Customer following Customer's execution of the applicable Order Form, and shall continue (a) for the term expressly specified in the applicable Order Form, if any, or (b) if no fixed term is specified, for successive billing periods until the Subscription is canceled or otherwise terminated in accordance with this Agreement.

"Support Services" means Shinkly's support services, if any, that are included in a Subscription, as more fully described in the https://docs.logchimp.codecarrot.net/site-policy/logchimp-priority-support-services-policy.

2. Orders / Resellers / Marketplace

2.1 **ORDERS.** Orders for Subscriptions may be placed by Customer through: (a) the execution of an Order Form between Shinkly and Customer; or (b) via a Reseller or Marketplace as described below.

2.2 **PURCHASES VIA A RESELLER.** Customer may purchase Subscriptions via a Reseller. Reseller and Customer shall enter into a separate agreement setting forth the fees to be paid by Customer to Reseller for such Subscription, as well as any other terms or conditions that apply exclusively between Reseller and Customer. Customer acknowledges and agrees that Shinkly shall not be responsible for the obligations of any Reseller to Customer under such separate agreement, for the acts or omissions of any Reseller, or for any third party products and/or services furnished to Customer by any Reseller. Shinkly agrees that, subject to Shinkly's receipt of payment for the applicable Subscriptions purchased by Customer via a Reseller, Shinkly shall be responsible to Customer, pursuant to the terms and conditions of the Agreement, for providing the applicable Subscriptions. Customer acknowledges that Shinkly's obligation to provide, continue to provide, or make available the Software is conditioned upon Shinkly's receipt of such payment, and that Shinkly may suspend access to the Software in accordance with Section 14.2 if such payment is not received. Orders for Subscriptions purchased via a Reseller, including multi-year Subscriptions, are not subject to cancellation by Customer.

2.3 **PURCHASES VIA A CLOUD MARKETPLACE.** Customer may purchase Subscriptions via a Marketplace, provided that such Subscriptions are made available through such Marketplace by Shinkly at its sole discretion. Where Customer has purchased Subscriptions via a Marketplace, Customer agrees to pay the fees specified on the applicable Subscriptions pricing page(s), including any notes included on such page(s) or in any pricing tables included with the offer accepted by Customer in the Marketplace. Customer agrees that all fees shall be paid through billing of Customer's account with such Marketplace provider, and that any refund to which Customer

may be entitled under the Agreement may be provided in the form of a credit back to Customer's account with such Marketplace provider. Shinkly agrees that, subject to receiving payment for the applicable Subscriptions purchased by Customer via a Marketplace, it shall be responsible to Customer, pursuant to the terms and conditions of the Agreement, for providing the applicable Subscriptions. Subscriptions purchased via a Marketplace, including multi-year Subscriptions, are not subject to cancellation by Customer.

3. Licenses

3.1 **LICENSE GRANT.** Subject to the terms and conditions of the Agreement, including payment of all applicable Subscription fees, Shinkly grants to Customer during the applicable Subscription Term a non-exclusive, non-transferable, revocable License to the Eligible Features and Functions. Shinkly may from time to time update the Eligible Features and Functions, provided that such updates shall not materially or adversely reduce the level of performance, functionality, or availability of the Software during a Subscription Term.

3.2 **THIRD-PARTY AND OPEN SOURCE COMPONENTS.** The Software may include or incorporate third-party software components that are subject to separate open source or other third-party licenses ("Component Licenses"). To the extent required by applicable Component Licenses, the applicable license terms, notices, and attributions will be made available to Customer with the Software, the Documentation, or through other means reasonably determined by Shinkly. Component Licenses do not impose any additional restrictions or obligations on the use of the Software under the Agreement. Any restrictions in the Agreement conflicting with a Component License do not apply to the affected component.

3.3 **LICENSE KEY.** Following receipt of payment for the applicable Subscription, Shinkly will make a License Key available for Customer to download on a secure, password-protected website in order for Customer to access and use the Software in accordance with the rights granted in Section 3.1 above. All deliveries under Section 3.3 will be electronic. For the avoidance of doubt, Customer is responsible for installation of any Software and acknowledge that Shinkly has no further delivery obligation with respect to the Software after delivery of the License Key. Customer is responsible for maintaining the confidentiality of Customer's usernames and passwords.

3.4 **SINGLE INSTANCE LIMITATION.** Each purchased license permits use of the Software in 1 (one) instance. A license may not be reused, shared, or transferred across multiple Instances, environments, or deployments. Examples of separate Instances include (but are not limited to): (a) multiple production deployments; (b) separate deployments for different organizations, or teams, or departments, or customers; or (c) independent environments that do not share data or configuration.

3.5 **REPLICAS AND SCALING.** A single licensed Instance may include multiple Replicas, provided that: (a) all Replicas belong to the same logical Instance; (b) replicas are used solely for scaling traffic, high availability, or fault tolerance; (c) replicas do not serve separate or independent use cases; (d) running multiple Replicas does not require additional licenses as long as they remain part of the same Instance.

4. Verification

Shinkly may, upon 30 days' notice to Customer, verify Customer's use of the Software for compliance with any limitations on Customer's use of the Software. Customer shall provide Shinkly with the necessary access to the Software either: (a) remotely; or (b) if remote performance is not possible, at Customer's facilities, during normal business hours and no more than 2 time in any 12 month period. In the event any such verification reveals that Customer has used the Software in excess of such limitations, Shinkly shall, or, if applicable, a Reseller shall, invoice Customer an amount equal to the difference between the fees actually paid and the fees that Customer should have paid to remain in compliance with such limitations. This Section shall survive for a period of 2 (two) years from the expiration or termination of the Agreement.

5. Usage and Entitlements

5.1 **METERED USAGE.** Certain Subscription Entitlements may include Metered Usage that is charged based on actual consumption. Metered Usage rates may vary by Subscription Level and shall be as specified in the applicable Order Form. Customer agrees that Shinkly may measure Metered Usage using reasonable methods and that such measurements shall be used for billing purposes.

5.2 **INCLUDED USAGE AND OVERAGE.** Subscription Entitlements may include specified quantities of usage at no additional charge. Usage in excess of included quantities shall be billed as Metered Usage at the rates specified in the applicable Order Form, unless otherwise stated therein.

5.3 **CHANGES TO USAGE.** Customer may increase usage subject to the applicable Subscription Entitlements and Metered Usage rates. Any increase in usage may result in additional fees as set forth in the applicable Order Form.

6. Support.

6.1 **PROVISION OF SUPPORT SERVICES.** During the applicable Subscription Term, Shinkly shall provide Customer with Support Services, if any, that are included in a Subscription. Shinkly may from time to time update the applicable Support Services policies, provided that any such updates shall not materially or adversely reduce the level of Support Services during the Subscription Term.

6.2 **EXCLUSIONS.** Shinkly will use reasonable efforts to correct any material, reproducible errors in the Software of which Customer notifies Shinkly. However, Shinkly will not be responsible for providing Support where (i) someone (other than Shinkly) modifies the Software; (ii) Customer changes its operating system or environment in a way that adversely affects the Software or its performance; (iii) Customer uses the Software in a manner other than as authorized under this Agreement or the Documentation; or (iv) there is negligence or misuse by Customer of the Software.

6.3 **RESTRICTIONS ON USE OF SUPPORT SERVICES.** Support Services are provided to Customer solely for

Customer's internal use. Customer agrees not to use Support Services: (a) to supply any consulting, support and/or training services to any third party; (b) for one Subscription to obtain Support Services for another Subscription with a lower Subscription Level; or (c) to obtain Support Services for any use by Customer of an Shinkly product/service that is offered as a service by any third party.

7. Payment & Taxes.

This Section 7 shall not apply where Customer has purchased Subscriptions via a Reseller and/or Marketplace.

7.1 **PAYMENT.**

Customer shall pay the fees specified in the applicable Order Form, which may include (a) recurring subscription fees for the applicable Subscription Level and (b) usage-based fees for any Metered Usage in excess of included Subscription Entitlements, as calculated in accordance with Section 5 (Usage and Entitlements).

Shinkly shall invoice Customer for the fees due under each Order Form or otherwise under this Agreement, and Customer shall pay such fees within thirty (30) days after receipt of an applicable invoice. All invoices shall be paid in the currency set forth in the applicable Order Form.

Payments shall be made without the right of set-off or chargeback. Except as otherwise expressly set forth in the Agreement, any and all payments made by Customer pursuant to the Agreement or any Order Form are non-refundable, except as provided in Sections 11.2 and 12.3, and all commitments to make any payments under the Agreement or under any Order Form are non-cancellable.

Where payment for an Order Form is processed by a Merchant of Record (MoR), such transaction shall be governed by the LogChimp Merchant of Record Purchase & Refund Policy located at https://docs.logchimp.codecarrot.net/site-policy/logchimp-merchant-of-record-purchase-and-refund-policy, as made available by Shinkly from time to time, and the refund and cancellation terms set forth therein shall apply solely with respect to such transaction.

If Customer fails to pay any Fees on time, Shinkly reserves the right, in addition to taking any other action at law or equity, to (i) charge interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and to charge all reasonable expenses of recovery, and (ii) terminate the applicable Order Form.

7.2 **TAXES.** All fees stated in an Order Form are exclusive of any applicable taxes, duties, levies, cess or other governmental charges, including but not limited to Goods and Services Tax ("GST"), Value Added Tax ("VAT"), Sales Tax, withholding tax, or similar taxes (collectively, "Taxes"). Customer shall be solely responsible for payment of all applicable Taxes associated with the purchase, delivery, or use of the Software and/or Support Services under this Agreement, other than taxes based solely on Shinkly's net income. Where required by applicable law, Shinkly will charge, collect, and separately state such Taxes on the applicable invoice, and Customer shall pay such Taxes in addition to the fees stated in the Order Form. If Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of any Software and/or Support Services, Customer shall increase the sum paid to Shinkly by an amount necessary

for the total payment to Shinkly equal to the amount originally invoiced.

8. Ownership

8.1 **OWNERSHIP.** Shinkly and/or its licensors own all intellectual property rights, titles and interests in and to Software and/or Support Services (including any derivative works of such Software and/or Support Services). Except as expressly set forth in the Agreement, no other license and/or right to use any Software and/or Support Services is granted to Customer either by implication, estoppel or otherwise. Customer agrees that it shall not make any claim in the rights or ownership of any Software and/or Support Services.

8.2 **TRADEMARKS.** Shinkly and/or its licensors are the owners of all Shinkly Trademarks used in connection with any Software and/or Support Services. All rights are expressly reserved by Shinkly. Other trademarks, service marks, graphics, and logos used in connection with any Software and/or Support Services may be trademarks of other third parties. Shinkly grants to Customer no right or license to reproduce, or otherwise use any Shinkly Trademarks or third-party trademarks under the Agreement.

8.3 **RESTRICTIONS.** Customer shall not (and shall not permit any other party to): (a) reverse engineer, decompile, decrypt, or disassemble a Software or apply any other process or procedure to derive the source code of Software (except to the extent permitted by applicable law for interoperability purposes); (b) prepare derivative works from, alter, modify, download, duplicate, reproduce, copy or use Software, in any manner except as expressly permitted in the Agreement; (c) sell, resell, license, sublicense, distribute, rent, lease or otherwise transfer or provide access to Software to any third party; (d) circumvent the limitations on use of Software that are imposed or preserved by Shinkly; (e) alter or remove any marks (including Shinkly Trademarks) and notices in Software; (f) use Software for providing any time-sharing services, software-as-a-service or "SaaS" offering, service bureau services or as part of an application services provider or other service offering; (g) attempt to gain unauthorized access, interfere with and/or disrupt the integrity, security or performance of Software or any associated systems or networks; or (h) access or use, or permit any third party to access or use, Software for any benchmarking, competitive or comparative purposes and/or for purposes of designing and/or developing any competitive products and/or services.

8.4 **ACCEPTABLE USE.** Customer shall not (and shall not permit any other party to) use and/or access the Software: (a) in violation of any applicable laws; (b) in a manner that poses a risk to the availability, functionality and/or security of the Software; (c) to store, execute and/or distribute any form of malware (including viruses, trojan horses, worms, time bombs, spyware, and adware); (d) to store and/or distribute infringing or otherwise illegal, unlawful, obscene and/or immoral information, and/or any information which violates the privacy, human rights and/or intellectual property rights of any third party; or (e) to store or process: (i) any sensitive personal data or information or other regulated personal data, except where expressly permitted under this Agreement and in compliance with applicable data protection laws, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and the Digital Personal Data Protection Act, 2023; or (ii) any information classified as confidential, secret, or restricted under applicable law, including data relating to national security, defense, or export-controlled items under Indian law.

9. Confidential Information

9.1 **CONFIDENTIAL INFORMATION.** "Confidential Information" means all non-public information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as "confidential" at the time of disclosure or that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Discloser; (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (c) is received from a third party without breach of any obligation owed to the Discloser; or (d) was independently developed by the Recipient without use of or reference to the Confidential Information.

9.2 **NON-USE AND NON-DISCLOSURE.** The Recipient shall keep in trust and confidence all Confidential Information of the Discloser using commercially reasonable care (but in no event less than the same degree of care that the Recipient uses to protect its own Confidential Information) and shall not use such Confidential Information other than as necessary to carry out its duties under the Agreement or to discuss business opportunities, nor shall the Recipient disclose any such Confidential Information to third parties other than to Affiliates, agents, professional advisors and/or subcontractors who have a bona fide need to access such Confidential Information for purposes consistent with the Agreement and who are subject to confidentiality obligations no less stringent than those set forth in the Agreement. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (a) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (b) discloses only as much of the Confidential Information as is required.

9.3 **EQUITABLE RELIEF.** A breach or threatened breach of this Section 9 may cause irreparable harm for which damages at law may not provide adequate relief. Accordingly, the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

10. Information Security

Shinkly shall implement reasonable and appropriate security measures to protect Customer Information against unauthorized access, modification, destruction or disclosure.

11. Warranties.

11.1 **SUPPORT SERVICES WARRANTY.** Shinkly warrants that it shall perform the Support Services, in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Shinkly's sole obligation, and Customer's exclusive remedy, shall be for Shinkly to re-

perform the applicable Support Services at no additional cost to Customer.

11.2 **SOFTWARE WARRANTY.** Shinkly warrants that during the applicable Subscription Term, the Software, in the form provided by Shinkly under the Subscription, shall perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Shinkly's sole obligation, and Customer's exclusive remedy shall be for Shinkly to: (a) correct any failure(s) of Software to perform in all material respects in accordance with the Documentation; or (b) if Shinkly is unable to provide such a correction within 30 days of receipt of notice of the applicable non-conformity, Customer may elect to terminate the applicable Subscription, and Shinkly shall promptly refund to Customer any pre-paid, unused fees paid by Customer to Shinkly for such Subscription. The warranty set forth in this Section 11.2 does not apply if Software: (i) has not been used, installed, operated, repaired, or maintained in accordance with the Agreement and/or the Documentation; or (ii) is used on equipment, products, or systems not meeting specifications identified by Shinkly in the Documentation.

11.3 The warranties set forth in this Section 11 only apply when notice of a warranty claim is provided to Shinkly during the applicable Subscription Term, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Shinkly.

11.4 **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SHINKLY MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SHINKLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO SOFTWARE, SUPPORT SERVICES AND/OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THE AGREEMENT. SHINKLY IS NOT RESPONSIBLE FOR ANY RESULTS OBTAINED FROM THE USE OF SOFTWARE AND/OR SUPPORT SERVICES, OR FOR CONCLUSIONS DRAWN FROM SUCH USE.

11.5 **HIGH-RISK ACTIVITIES PROHIBITION.** SOFTWARE, SUPPORT SERVICES AND/OR ANY MATERIALS PROVIDED UNDER THE AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING FAULT TOLERANCE OR FAIL-SAFE PERFORMANCE, SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, MEDICAL OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF SUCH SOFTWARE, SUPPORT SERVICES AND/OR MATERIALS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("**HIGH RISK ACTIVITIES**"). ACCORDINGLY, CUSTOMER'S USE OF SOFTWARE, SUPPORT SERVICES AND/OR ANY MATERIALS PROVIDED UNDER THE AGREEMENT IN HIGH RISK ACTIVITIES SHALL BE AT CUSTOMER'S SOLE RISK AND SHINKLY SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO SUCH USE BY CUSTOMER.

12. Infringement Claims.

12.1 **SHINKLY OBLIGATIONS.** Shinkly shall, at its expense, defend or settle any Infringement Claim and shall indemnify Customer against and pay: (a) any settlement of such Infringement Claim consented to by Shinkly; or (b) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Infringement Claim. Shinkly shall not enter into any settlement agreement with respect to an Infringement

Claim, if such settlement agreement requires any admission of liability or wrongdoing on the part of Customer or imposes on Customer any obligation other than the obligation to cease using the Software that is subject to the Infringement Claim, unless Customer has first consented in writing to the applicable terms of such settlement agreement that are in conflict with the foregoing limitations.

12.2 **EXCLUSIONS.** Shinkly shall have no obligation to Customer to the extent any Infringement Claim or resulting award is based upon or results from: (a) the failure of Customer to use any update, within 30 days of Customer's receipt of notice from Shinkly regarding the availability of such update, if use of such update would have avoided the Infringement Claim; (b) a modification of Software that is not performed by or on behalf of Shinkly; (c) the combination, operation, or use of Software with any other products, services or equipment not provided by Shinkly or branded as Shinkly products or services, where there would be no Infringement Claim but for such combination, operation, or use; or (d) use of Software other than in accordance with the terms and conditions of the Agreement.

12.3 **REMEDIES.** If the Software is, or in Shinkly's reasonable opinion are likely to become, the subject of an Infringement Claim and/or an injunction as the result of an Infringement Claim, Shinkly may, at its expense and option: (a) obtain the right for Customer to continue to use the Software; (b) modify the Software to make it non-infringing, but substantially functionally equivalent; or (c) in the event that neither (a) or (b) are, in Shinkly's reasonable judgment, commercially reasonable options, terminate Customer's right to use the Software, and, at Customer's written request, terminate the Agreement and promptly refund to Customer any unused pre-paid fees paid by Customer to Shinkly under the Agreement.

12.4 **CONDITIONS.** The obligations of Shinkly in this Section 12 are conditioned upon Customer: (a) notifying Shinkly promptly in writing of any threatened or pending Infringement Claim, provided that failure to provide such notice shall only relieve Shinkly of its obligations under this Section 12 to the extent its ability to defend or settle an applicable Infringement Claim is materially prejudiced by such failure to provide notice; (b) giving Shinkly, at Shinkly's expense, reasonable assistance and information requested by Shinkly in connection with the defense and/or settlement of the Infringement Claim; and (c) tendering to Shinkly sole control over the defense and settlement of the Infringement Claim. Customer's counsel shall have the right to participate in the defense of the Infringement Claim, at Customer's own expense. Customer shall not, without the prior written consent of Shinkly, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Infringement Claim.

12.5 **EXCLUSIVE REMEDY.** THIS SECTION 12 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF SHINKLY, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

13. Limitation Of Liability

13.1 **EXCLUDED DAMAGES.** IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM

THE AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 **DAMAGES CAP.** EXCEPT WITH RESPECT TO: (A) SHINKLY'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT; (B) CUSTOMER'S VIOLATION OF THE USE RESTRICTIONS OR ACCEPTABLE USE OBLIGATIONS SET FORTH IN THE AGREEMENT; AND (C) AMOUNTS PAYABLE BY CUSTOMER UNDER THE AGREEMENT OR THE APPLICABLE ORDER FORM; IN NO EVENT SHALL EITHER PARTY'S, OR THEIR RESPECTIVE AFFILIATES', AGGREGATE AND CUMULATIVE LIABILITY UNDER THE APPLICABLE ORDER FORM EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO SHINKLY UNDER THE AGREEMENT FOR THE AFFECTED SOFTWARE AND/OR SUPPORT SERVICES DELIVERED AND/OR MADE AVAILABLE TO CUSTOMER UNDER SUCH ORDER FORM FOR THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY.

13.3 **DOUBLE DAMAGES.** CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY SUM IN RESPECT OF ANY CLAIM OR DAMAGES UNDER THE AGREEMENT TO THE EXTENT DOING SO WOULD INVOLVE RECOVERY MORE THAN ONCE IN RESPECT OF THE SAME LOSS.

14. Termination and Suspension

14.1 **SUBSCRIPTION TERM.** Unless earlier terminated as set forth below, a Subscription shall continue in full force and effect during the applicable Subscription Term. Either party may terminate a Subscription, upon giving notice in writing to the breaching party if the breaching party commits a material breach of the Agreement with respect to such Subscription, and such material breach remains uncorrected for 30 days following receipt by the breaching party of such written notice. Upon the termination or expiration of a Subscription, the rights and obligations of the parties with respect to such Subscription shall cease.

14.2 **SUSPENSION.** In the event that: (a) Shinkly has not been paid all applicable fees for a Subscription; or (b) Shinkly reasonably believes that Customer has violated or attempted to violate any of the use restrictions or acceptable use obligations set forth in the Agreement or that Customer's use of Software and/or Support Services presents a material security risk; Shinkly may suspend access to the Software and/or Support Services until the issue has been corrected. Shinkly shall use reasonable efforts to provide Customer with advance written notice prior to implementing such suspension and shall work with Customer in good faith to correct the issue.

14.3 **SURVIVAL.** Upon termination or expiration of this Agreement or any applicable Subscription, any provision of the Agreement which is intended to survive expiration or termination shall survive, including, without limitation, provisions relating to confidentiality, personal data processing, restrictions on use of intellectual property, indemnity, exclusions and limitations on liability and disclaimers of warranties, governing law. All fees accrued or payable as of the effective date of termination or expiration shall immediately become due and payable, and termination or expiration shall not relieve Customer of any payment obligations incurred prior to, or as a result of, such termination or expiration.

15. General

15.1 **COMPLIANCE WITH LAWS/EXPORT CONTROL.** Each party shall retain responsibility for compliance with all applicable laws as applicable to its respective business, including, but not limited to, anti-corruption, data protection, and employment laws. Customer acknowledges that the Software and Support Services and other related technologies (collectively "Controlled Technologies") are subject to all applicable import, re-import, export, re-export and use restrictions under the laws and regulations of India, including the Foreign Trade (Development and Regulation) Act, 1992, the Foreign Trade Policy issued thereunder, applicable customs laws, and any rules, orders, or notifications issued by the Directorate General of Foreign Trade ("DGFT"), as well as applicable economic sanctions, export control, and trade compliance laws of other jurisdictions to the extent such laws apply to Customer's use of the Software or the location of Customer, its users, or its infrastructure (collectively, "Export Control Laws"). Customer shall not import, re-import, export, re-export, transfer, disclose, or otherwise make available any Controlled Technologies in violation of applicable Export Control Laws, including to any restricted country, entity, or individual, or for any prohibited end use. Customer acknowledges that providing access to, or use of, the Controlled Technologies from outside India, including through remote access or cloud-based deployment, may constitute an export or re-export under applicable Export Control Laws. Shinkly may restrict or deny access to the Software or Support Services to the extent required to comply with such laws.

15.2 **ASSIGNMENT.** Neither party may assign the Agreement without the prior written consent of the other party. Either party may assign the Agreement to: (a) an Affiliate; or (b) a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of the assigning party's assets; provided always that the applicable assignee is able to satisfy the obligations of the assigning party under the Agreement.

15.3 **PUBLICITY.** Customer agrees that Shinkly may: (a) use Customer's name, trademarks and logos in Shinkly promotional materials, such as earning statements, press releases, websites, case studies, videos and presentations, solely for the purpose of identifying Customer as a user of Software and/or Support Services; and (b) include Customer as a reference in requests for quotations, requests for proposals and other similar documents.

15.4 **FEEDBACK.** Customer, Customer's Affiliates, and their respective agents, may provide feedback concerning errors, suggestions for improvements, idea, problems, complaints, and other matters to Shinkly, and/or its Affiliates, about Software and/or Support Services ("Feedback"). Customer acknowledge and agree that: (i) Customer shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Shinkly may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from Customer, Customer's Affiliates, or any third party; and (iv) Shinkly is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Shinkly and its Affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

15.5 **FORCE MAJEURE.** Save for payment obligations, each party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control, including but not

limited to acts of God, labor disputes or other industrial disturbances, pandemics, epidemics, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

15.6 **FUTURE FEATURES AND FUNCTIONS.** Customer understands and agrees that any features or functions of Software and/or Support Services referenced on any Shinkly website, or in any presentations, press releases or public statements, which are not currently available or not currently available as a GA release, may not be delivered on time or at all. The development, release, and timing of any features or functionality described for Software and/or Support Services remains at Shinkly's sole discretion. Accordingly, Customer agrees that it is purchasing Software and/or Support Services based solely upon features and functions that are currently available as at the time of purchase by Customer, and not in expectation of any upgrade, or any future feature or function.

15.7 **Governing Law.** The Agreement shall be exclusively governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles. The courts located at Bathinda (151001), Punjab, India, India shall have exclusive jurisdiction over any dispute, claim, controversy, or legal proceedings arising out of or relating to this Agreement.

15.8 **NON-WAIVER.** Any failure to enforce any provision of the Agreement shall not constitute a waiver. A waiver of any breach or default shall not constitute a waiver of any other right for subsequent or other breach or default. Any waiver to be effective must be in writing signed by the waiving party.

15.9 **NOTICES.** Notices to Shinkly shall be sent via email to logchimp-legal@codecarrot.net. Such notices shall be effective when sent and successfully delivered. Shinkly may provide any notice to Customer under the Agreement (including communications regarding the Software and/or Support Services) electronically, including via email (to the email address associated with Customer's account), through an Shinkly web based portal, or through a web site that Shinkly identifies. Such notices shall be deemed delivered when sent or posted.

15.10 **PRODUCT METRICS.** Software may provide Shinkly with certain statistical and other information about Customer's configuration and use of such Software ("Product Metrics"). Shinkly processes such Product Metrics in accordance with the Privacy Policy located at https://docs.logchimp.codecarrot.net/site-policy/logchimp-privacy-policy. For clarity, Customer may disable Product Metrics in the Software at any time.

15.11 **SEVERABILITY / RIGHTS OF THIRD PARTIES / RELATIONSHIP OF THE PARTIES.** If any provision of the Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of the Agreement shall remain in full force and effect. No person other than a party to the Agreement shall be entitled to enforce any term of it except as expressly provided in the Agreement. The relationship of the parties shall be that of independent contractors, and nothing in the Agreement shall be deemed or construed to create any employment, agency, or fiduciary relationship between the parties.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding self-hosted use of the Software and supersedes any prior agreements relating to the same subject matter. The Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communications between the parties, whether oral or written, regarding such subject matter. Customer acknowledges that, in entering the Agreement, it has not relied on any statement, warranty, representation, or other promise of any nature not contained in the Agreement. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned by Shinkly. In the event of any inconsistency or conflict between the terms of an Order Form, any document incorporated by reference or this Subscription Agreement, such inconsistency or conflict shall be resolved in that order.