

# Terms and Conditions

In recognition of the terms, conditions, and mutual responsibilities described in this Agreement, the parties consent to the following:

## **1. Scope of Services**

**1.1 General.** Subject to the terms and conditions of this Agreement, E-monitor will provide, and the Client will purchase, access to the SAAS and other services described in these Terms and Conditions and any applicable Schedule or Statement of Work for E-monitor.

(a) "SAAS" or "SAAS services" refers to E-monitor's online bundled cloud application, including all associated software, such as updates, revisions, bug fixes, upgrades, and enhancements. It also encompasses any applications modified by E-monitor at a client's request, as well as all systems provided or operated by E-monitor to grant access to its site, including all accessible content on or through its website.

(b) "Services" refers to any service provided by E-monitor specifically to Client, including but not limited to (i) hosting of the SAAS; (ii) hosting, delivery, and/or distribution of content; (iii) provision of maintenance and/or other technical support for the SAAS; (iv) implementation and/or training services for the SAAS; (v) development of SAAS functionality specially requested by Client; and/or (vi) any consulting service.

**1.2 Order of Precedence.** In case of any conflict or ambiguity among the provisions of the documents forming this Agreement, preference shall be given to the terms and conditions of the document with the highest priority as follows (listed from highest to lowest priority): (i) these Terms and Conditions; (ii) the addenda and Schedules to this Agreement; (iii) a Statement of Work; and (iv) the Order. However, the provisions of any document may amend or override provisions of a higher or all higher priority documents if they specifically identify the provision(s) intended to be amended or overridden. No provision stated or referenced in any invoice or other payment documentation shall be interpreted to amend, add to, or supersede any provision of this Agreement.

## **2. SaaS Services**

### **2.1 Access and Use**

(a) In accordance with the terms and conditions of this Agreement, E-monitor provides the Client with a non-exclusive, non-transferable (except as allowed by the Agreement's assignment provisions) limited license. This license, effective from the SaaS Services Commencement Date (as defined below), allows the Client's Authorized Users to access and utilize the specified portions of the SaaS listed in the attached Order. Access is granted via the Internet and is restricted to the Client's internal business operations, specifically to facilitate the Client's business automation processes, and is limited to the functionalities of the SaaS, which may differ among users.

**(b) Definition of "Authorized User(s)" or "User(s)"**

An "Authorized User" or "User" refers to an individual who is registered on the SaaS Service as "active" at any time during a given calendar month and has obtained access through the Client. Authorized Users must be employees or authorized agents of the Client, must agree to abide by the terms of this Agreement, and are prohibited from accessing or using the SaaS Service for redistribution or remarketing purposes. Competitors of the SaaS service or entities developing or offering a competing service cannot be Authorized Users.

The Client can add or remove Authorized Users using the SaaS functionality. The total number of Authorized Users is calculated monthly for billing purposes. The Client has the ability to increase or decrease the number of Authorized Users by adding new users or deactivating existing ones within the SaaS account. However, the SaaS provider reserves the right to impose additional charges if the Client consistently exceeds the maximum number of Authorized Users allowed under this Agreement, and the Client acknowledges this right.

(c) Access to the SaaS is restricted to Authorized Users only. The Client is responsible for managing and overseeing the access and use of the SaaS by all Authorized Users. The Client must ensure that all Authorized Users comply with this Agreement and is accountable for all activities conducted under its User accounts. Any unauthorized access or use of the SaaS must be reported to E-monitor promptly.

(d) E-monitor and its licensors and providers retain Any rights not explicitly granted to the Client under this Agreement.

## **2.2 Client Restrictions**

The Client may use the SaaS solely for its lawful, internal business purposes. Furthermore, the Client shall not, and shall not permit any Users to:

(a) Utilize the SaaS in violation of any applicable laws, the legal rights of any third party (including intellectual property or privacy rights), or the terms of this Agreement.

(b) Use the SaaS to transmit, store, or publish any obscene, libelous, threatening, or unlawful content.

(c) Provide, license, sublicense, sell, resell, distribute, rent, lease, lend, time-share, or otherwise commercially exploit or make the SaaS available to anyone other than an Authorized User, except as expressly permitted herein.

(d) Modify or create any derivative works based on the SaaS.

(e) copy, reverse engineer, reverse assemble, decompile, or attempt to derive source code from the SaaS or any part of it (except where such restriction is not allowed by applicable law); make the SaaS available to unauthorized entities, including, but not limited to, SaaS competitors; or

(f) interfere with or disrupt the integrity or performance of the SaaS, the SaaS's computer systems, or the SaaS's business operations; or

(g) remove or modify any proprietary notices or labels associated with any part of the SaaS. In the event of unexpected or inappropriate use of the SaaS (e.g., excessive bandwidth usage, uploaded files containing malicious content, etc.), E-monitor may take necessary actions to resolve the issue, which may include, but are not limited to, suspending or denying access or suspending or deactivating an Authorized User account.

### **3. Additional Services**

#### **3.1 Maintenance Services**

E-monitor will provide the Client with maintenance and support services as detailed in the Service Level Agreement. The Client agrees to promptly supply E-monitor with adequate documentation, data, and assistance regarding any reported issues and to reasonably cooperate with E-monitor to enable E-monitor to fulfil its obligations. E-monitor will not be responsible or liable for any errors, bugs, or other problems caused by hardware or software not supplied by E-monitor.

#### **3.2 Additional Professional Services**

The Client may request that E-monitor provide additional professional services beyond those outlined in this Agreement. These services can include, but are not limited to, extra training, consulting, and development services. All such services will be delivered under a mutually agreed upon Statement of Work to be executed by both parties.

### **4. Payment**

**4.1 Subscription Fee:** Subscription fees will be paid in arrears as specified in the Statement of Work. The Client must pay the Subscription Fee to maintain access and use of the SaaS throughout the Term of this Agreement. E-monitor reserves the right to modify the fees, including increasing the Subscription Fee, with at least thirty (30) days prior notice to the Client. This notice may be delivered through an electronic message or bulletin posted via the SaaS or communicated to all users. Subscription Fees are non-refundable.

**4.2 Other Fees:** E-monitor will invoice the Client, and the Client shall pay E-monitor upfront upon receipt of each invoice. This includes the fees, charges, and reimbursable expenses as specified in this Agreement, along with all applicable Schedules and Statements of Work.

#### **4.3 Taxes**

All pricing and fees specified in this Agreement, concerning E-monitor, do not include applicable sales, use, GST, or other taxes ("Taxes"). Additionally, these prices are net of any withholding taxes. The Client is responsible for paying or reimbursing the E-monitor or its designee (as applicable) for any Taxes associated with this Agreement, except for taxes on the E-monitor's or its designee's income. However, the E-monitor or its designee will not invoice the Client for any taxes if the Client has provided an appropriate exemption certificate for the relevant jurisdiction of delivery.

#### **4.4 Form of Payment**

All fees are to be paid in Indian Currency in the context of E-monitor. If the Client has furnished an E-monitor with a credit card, ACH, or other payment details ("Payment Method") for the purpose of payment under this Agreement, the following conditions apply:

- (a) The Client confirms and assures that both the Client and its authorized personnel providing the payment details are duly authorized to use the specified Payment Method.
- (b) The Client and its authorized personnel providing the payment details grant E-monitor or its designee the authorization to charge all amounts owed to E-monitor under this Agreement to the specified Payment Method as and when such amounts become due.

#### **4.5 Late Payments**

E-monitor reserves the right to suspend performance under this Agreement if the Client fails to make timely payments and does not rectify this failure within ten (10) days of receiving written notice from E-monitor. In such cases, E-monitor retains the right to impose and collect a service fee on any outstanding past-due amounts, equivalent to the lesser of one and one-half per cent (1½%) per month or the maximum amount permitted by law, as agreed upon by the Client. Furthermore, the Client agrees to reimburse the E-monitor or its designated representatives for all reasonable collection expenses, including reasonable attorneys' fees and court costs, incurred in the pursuit of delinquent amounts.

### **5. Term and Termination**

#### **5.1 Term**

The initial term of this Agreement begins on the date of the last party's signature (referred to as the "SAAS Commencement Date") and spans twelve (12) months (the "Initial Term") unless a longer initial term has been mutually agreed upon. Subsequently, it automatically renews for successive one (1) year renewal terms (each a "Renewal Term") unless either party notifies the other party in writing of non-renewal at least sixty (60) days before the renewal date, or unless terminated earlier as outlined below. The Initial Term and each Renewal Term constitute the Agreement's " Term ".

#### **5.2 Early Termination**

This Agreement allows for termination before the end of the applicable term, subject to written notice:

- (a) Either party may terminate the Agreement upon the other party's filing for bankruptcy protection.
- (b) Either party reserves the right to terminate the Agreement if the other party becomes insolvent.
- (c) Either party may terminate the Agreement if the other party breaches any material obligation outlined herein. If such a breach is incapable of remedy, or if it remains uncured for thirty (30) days after receiving written notice (or any additional cure period authorized by the non-defaulting party in writing).

Additionally, E-monitor reserves the right to terminate this Agreement upon providing written notice to the Client if:

- (a) The Client fails to make one or more monthly payments owed to E-monitor under Section 4 within ten (10) business days after the due date.
- (b) The Client breaches any obligations as outlined in Section 2 of this Agreement.

### **5.3 Effect of Termination or Expiration**

Upon the termination or expiration of this Agreement, regardless of the cause, all rights and licenses granted to the Client herein, including but not limited to the rights to access or utilize the SaaS and any third-party services, shall promptly cease. The Client must discontinue all use and access to the SaaS Services or any of its components.

Upon the termination or expiration of this Agreement, at the Client's request, E-monitor will make reasonable efforts to transfer an electronic copy of the Client's Hosted Data (in the format stored by E-monitor) to the Client. E-monitor will retain a copy of the Hosted Data for a period not exceeding six (6) months following the termination or expiration of the Agreement. After this period, any Hosted Data not retrieved may, at E-monitor's discretion, be either destroyed or archived according to E-monitor's data retention policies.

### **5.4 Survival**

The rights and obligations of the parties as outlined in Sections 2.2 (Client Restrictions), 4 (Payment), 7 (Intellectual Property Rights), 9 (Confidentiality), 10 (Warranties and Indemnities), and 11 (Limitation of Liability) will persist beyond the expiration or termination of this Agreement.

## **6. Privacy and Security**

### **6.1 Security**

E-monitor will implement security measures, including but not limited to password protection and encryption, as well as maintain other safeguards such as virus protection, all of which are reasonably intended to maintain the confidentiality, integrity, and availability of Hosted Data. These measures align with current commercial practices in the industry. The Client agrees not to attempt, nor allow any of its Users to attempt, to disable, modify, or circumvent any security measures implemented by E-monitor. Furthermore, the Client acknowledges and agrees that E-monitor may monitor, record, and audit the Client's (including any User's) use of the SaaS to ensure the security of all hosted information and E-monitor's information systems. The Client also agrees that E-monitor reserves the right to suspend one or more user accounts if necessary to protect the security of Hosted Data or E-monitor's information systems. Both parties recognize that despite E-monitor's reasonable efforts to prevent security breaches, achieving flawless security is impossible.

### **6.2 User Policy**

The Client agrees to adhere to and will ensure its Users comply with, E-monitor's user policy, as it may be updated periodically and published on the E-monitor website. If the user policy

mandates specific measures, such as maintaining unique user accounts with confidential passwords, the Client agrees to promptly implement such measures.

## **7. Intellectual Property Rights**

### **7.1 E-monitor's Rights in the SaaS**

E-monitor retains all rights, titles, and interests. E-monitor and/or its licensors are the exclusive owners of the SaaS, including all associated copyright, trade secret, patent, trademark, and other intellectual property rights, as well as any reports or recommendations provided to the Client as part of the Services (referred to as "Implementation Deliverables").

The Client acknowledges that this Agreement does not confer title or ownership of the SaaS, any part thereof, the Implementation Deliverables, or any copies or modifications, but rather grants a limited right of remote use subject to the terms and conditions outlined in this Agreement.

### **7.2 Client's Rights in Hosted Data**

In the context of E-monitor, concerning Hosted Data, the Client maintains all ownership rights. However, the Client grants E-monitor a non-exclusive, perpetual, irrevocable, non-transferable (except to the extent permitted by this Agreement), royalty-free license. This license enables E-monitor to access, use, copy, disclose, display, distribute, transmit, publish, and process the Hosted Data for the following purposes:

- (a) Providing the SaaS Services, including submitting Hosted Data to other business automation providers, third-party service providers, insurance companies, and other entities as directed by the Client through the SaaS or by the SaaS documentation.
- (b) Fulfilling its obligations under this Agreement.
- (c) E-monitor reserves the right to aggregate transaction-related data for statistical analysis and to assess the performance of the Services. Any developments or modifications made to the SaaS-based on this aggregated information will be considered Confidential Information of the Client. E-monitor will maintain full ownership rights over these developments or modifications of the SaaS.

## **8. Confidentiality**

- (a) E-monitor may monitor Client and User usage of the SaaS for security purposes.
- (b) E-monitor may utilize confidential information as permitted by the Business Associate Agreement.
- (c) E-monitor reserves the right to enforce the terms outlined in this Agreement.
- (d) Moreover, E-monitor may create one or more internal user accounts for the SaaS. These accounts will allow authorized members of E-monitor's workforce and its subcontractors to access application data. Access to Hosted Data, applications, and databases is granted for testing, system maintenance, support, and to investigate alleged privacy violations and security incidents, restricted to authorized personnel on a need-to-know basis. E-monitor shall access

such information solely for purposes authorized by this Agreement and the Business Associate Agreement.

### **8.1 Rights of Both Parties in SaaS Outputs**

Both parties recognize that certain outputs generated from the SaaS ("SaaS Outputs") may be created and supplied by E-monitor under this Agreement. These outputs may constitute derivative works in which both parties have interests. E-monitor grants the Client a perpetual, non-exclusive license to utilize the SaaS Outputs for the Client's internal business purposes, specifically to support its medical, clinical, and administrative practices or facilities.

However, the Client is prohibited from using the SaaS Outputs to reverse-engineer the SaaS or create a competitive platform. Furthermore, the Client shall not distribute the SaaS Outputs to third parties or use them to operate a service bureau providing workforce management and related services to third parties. E-monitor retains the right to utilize the SaaS Outputs to develop new applications, services, or functionalities for the SaaS, provided that such developments do not include.

### **8.2 Confidential Information**

Both parties recognize that throughout the duration of this Agreement, certain information of a confidential or proprietary nature ("Confidential Information") may be disclosed, solely for the purposes outlined herein. E-monitor's Confidential Information encompasses, but is not limited to: the terms of this Agreement; the SaaS and any associated applications, software, databases, source code, object code, documentation, trade secrets, other intellectual property, system information, or business practices; as well as any other information that the parties acknowledge or should reasonably understand to be sensitive, regardless of its protection status under the laws of any jurisdiction. Despite any contrary provision in this Agreement, the Client acknowledges that the structure, organization, and code of the SaaS constitute valuable trade secrets and Confidential Information of the E-monitor and its licensors, as applicable.

### **8.3 Exceptions**

Confidential Information, within the context of E-monitor, does not encompass information that can be proven to be publicly available on the date of this Agreement's execution or becomes public subsequently through actions not attributed to the Client or any User.

### **8.4 Confidentiality Obligations**

Any party receiving Confidential Information from the other party, including E-monitor, is bound by strict confidentiality obligations. This information must not be disclosed to third parties except to employees and contractors who are under an obligation to adhere to these confidentiality provisions. Such disclosure should be solely for the purpose of fulfilling the party's rights and responsibilities under the Agreement. Additionally, the Client must ensure that all Users comply with the confidentiality obligations outlined in this section.

Any party in receipt of such information must utilize it solely for the purposes defined within this Agreement. Moreover, they must exercise the same level of care and protection for the disclosing party's Confidential Information as they do for their own confidential information of a similar nature. Under all circumstances, reasonable care must be taken, and all necessary

precautions must be implemented to prevent any unauthorized disclosure of such Confidential Information to third parties.

### **8.5 Continuing Obligation**

The obligation to maintain confidentiality and refrain from using Confidential Information, as pertains to E-monitor, will persist even after the expiration or termination of this Agreement for a duration of five (5) years. Specifically, concerning any trade secret information, this obligation will endure indefinitely, as long as said information retains its status as a trade secret of the disclosing party, or for as long as permitted by applicable law.

## **9. Limitation of Liability**

### **9.1 Maximum Liability**

Except concerning Client's obligations to pay any outstanding amounts owed hereunder, the maximum aggregate liability of either party arising out of or relating to this Agreement shall not exceed the total fees paid by the Client to E-monitor during the twelve months preceding the events giving rise to such claim.

### **9.2 No Consequential Damages**

To the fullest extent permitted by applicable law, E-monitor and its suppliers and licensors shall not be liable for any loss of revenue, profits, or goodwill, or for any special, incidental, indirect, consequential, or punitive damages or losses arising from E-monitor's performance or failure to perform under the terms of this Agreement. This includes damages or losses resulting from the provision, performance, or loss of use of such products or services, including, but not limited to, any interruption of business or loss of data. This limitation applies whether such damages result from a breach of contract, tort, or any other legal theory, even if the E-monitor has been advised of the possibility of such damages.

## **10. Miscellaneous**

### **10.1 Assignment**

Neither party is permitted to assign, delegate, sublicense, or transfer any of its obligations, responsibilities, rights, or interests under this Agreement without obtaining written consent from the other party. However, such consent is not required in the following cases:

(a) Assignment to a successor in a merger or in the sale of all or substantially all of such party's capital stock, assets, or business.

(b) Assignment specifically related to E-monitor, limited to a majority-owned subsidiary of E-monitor or an affiliate under the same common control as E-monitor.

Any attempt by either party to assign, delegate, sublicense, or transfer in violation of this provision will be deemed null and void, without any legal force or effect.

### **10.2 Force Majeure**

Should either party be unable to fulfil its obligations under this Agreement due to circumstances beyond its reasonable control or due to any Force Majeure Event, as defined



below, the affected party must promptly notify the other party and exert commercially reasonable and diligent efforts to resume performance.

A Force Majeure Event includes but is not limited to, Acts of God, accidents to equipment or machinery, fires, floods, hurricanes, tornadoes, storms, weather conditions, wars, acts of public enemies, terrorist acts, sabotage, riots, civil disorders, acts or decrees of any governmental body, failures of communication lines, transportation, light, electricity, power, earthquakes, civil disturbances, commotions, lockouts, strikes, other labour or industrial disturbances, illnesses, epidemics, quarantines, deaths, or any other natural or artificial disasters.

Upon receiving notice of such circumstances, all obligations under this Agreement will be immediately suspended, and performance deadlines will be extended for a duration equivalent to the time lost due to the delay caused by such events. However, it's important to note that this provision does not excuse any delay in payment that is validly due by the Client under this Agreement.

## **10.2 Force Majeure**

Should either party be unable to fulfil its obligations under this Agreement due to circumstances beyond its reasonable control or due to any Force Majeure Event, as defined below, the affected party must promptly notify the other party and exert commercially reasonable and diligent efforts to resume performance.

A Force Majeure Event includes but is not limited to, Acts of God, accidents to equipment or machinery, fires, floods, hurricanes, tornadoes, storms, weather conditions, wars, acts of public enemies, terrorist acts, sabotage, riots, civil disorders, acts or decrees of any governmental body, failures of communication lines, transportation, light, electricity, power, earthquakes, civil disturbances, commotions, lockouts, strikes, other labour or industrial disturbances, illnesses, epidemics, quarantines, deaths, or any other natural or artificial disasters.

Upon receiving notice of such circumstances, all obligations under this Agreement will be immediately suspended, and performance deadlines will be extended for a duration equivalent to the time lost due to the delay caused by such events. However, it's important to note that this provision does not excuse any delay in payment that is validly due by the Client under this Agreement.

## **10.4 Governing Law**

All matters regarding the validity, operation, interpretation, and construction of this Agreement will be governed by and interpreted according to the substantive laws of India, without considering its conflicts of law provisions. Except as required to enforce any final judgment, award, or determination, any action related to or arising from this Agreement must be filed exclusively in India, disregarding any conflicting provisions of law.

## **10.5 No Waiver**

Neither the E-monitor nor the Client shall be considered to have waived any breach of this Agreement by the other party solely due to the passage of time without giving notice or taking other action. Additionally, any waiver by either party of a specific breach by the other party

under this Agreement shall not be interpreted as a continuing waiver of that breach or any other breaches of the same or other provisions of this Agreement.

### **10.6 Cumulative Remedies**

Unless expressly stated otherwise in this Agreement, E-monitor and E-monitor acknowledge that the rights and remedies outlined herein are cumulative. They can be exercised concurrently or separately and are in addition to, not in substitution for, any other remedies available to either party under law, equity, or otherwise.

### **10.7 Amendments**

Any changes or modifications to this Agreement are not valid unless they are in writing and signed by both parties involved in this Agreement.

### **10.8 Severability**

In the event that any provision of this Agreement is deemed by a court or arbitrator of competent jurisdiction to be in conflict with the law, such provision shall be modified by the court or arbitrator and construed in a manner that best achieves the objectives of the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall continue to be in full force and effect.

### **10.9 Entire Agreement**

This Agreement represents the comprehensive and exclusive understanding concerning the subject matter discussed herein, applicable to E-monitor. It overrides and invalidates all prior agreements, proposals (whether oral or written), understandings, representations, conditions, and other communications between the parties pertaining to this Agreement. The agreement of the parties herein supersedes all previous communications, understandings, and agreements regarding the subject matter, regardless of whether they were oral or written. The descriptive headings of the sections within this Agreement are included for convenience purposes only, do not confer any rights or obligations on either party and are not considered a part of this Agreement.

### **10.10 Counterparts**

This Agreement is capable of being executed in numerous counterparts and through facsimile signatures. Each counterpart, including those executed through facsimile, will be deemed an original, and all counterparts collectively constitute a single agreement.

## **11. On-Premise Deployment Terms and Conditions**

These additional terms and conditions, referred to as "On-Premise Terms," pertain to the hosting and deployment of E-monitor on your own servers, known as "On-Premise Deployment." By opting for On-Premise Deployment, you agree to adhere to the following terms:

- **Responsibility for Server and Licenses:** The On-Premise Deployment option is offered solely for your convenience. You are solely responsible for obtaining and maintaining the server and any third-party licenses necessary for the proper operation

of the E-monitor. Any additional licenses required for On-Premise Deployment must be procured separately.

- **Deployment Setup:** E-monitor will furnish setup documentation to aid your IT team in deploying E-monitor On-Premise.
- **Prerequisites for On-Premise Deployment:** To be eligible for On-Premise Deployment, you must satisfy the following standard requirements:
  - Windows Server: Any version above Windows 2016
  - 8GB RAM
  - SQL Server (can be part of the same web server)
  - SQL Server 2016 Web or Standard Edition
  - Azure Blob Storage: For storing the screenshots
  
- **Subscription Terms:**
  - Your On-Premise Deployment subscription with E-monitor will automatically renew based on the subscription date specified in your invoice. You retain the option to terminate the service by providing written notice to E-monitor at least 30 days before the renewal date.
  - Should you choose not to renew, you must furnish written confirmation that all instances and applications of E-monitor within your network have been dismantled. It is strictly prohibited to engage in reverse engineering of E-monitor or to facilitate such activities aimed at obtaining E-monitor's trade secrets or sensitive business information.

### **Server Maintenance:**

- E-monitor, being a data-intensive application, necessitates routine maintenance to guarantee seamless functionality. It is your responsibility to maintain the server hosting E-monitor.
- As a gesture of goodwill, you have the option to contact E-monitor support for any inquiries regarding your infrastructure and deployment.

### **Support Services:**

- E-monitor provides support services which can be availed at pre-booked slots, priced at 15 USD per hour. These services are aimed at assisting you with any queries or challenges you may encounter regarding the On-Premise Deployment.

### **Licensing Compliance:**

- It is imperative that you maintain accessibility to E-monitor's public site and its associated license APIs at all times. This ensures compliance with E-monitor's licensing requirements.

### **Additional On-Premise Cost:**

- The one-time additional cost incurred by on-premise customers is solely for the convenience of utilizing E-monitor on-premise. It's important to note that this cost does not entail an E-monitor taking on the responsibility of implementing the software on your servers or maintaining the application within your server thereafter.

## **12. Trial Terms and Product Features**

- **Commencement of Trial:** By initiating a trial of E-monitor, users acknowledge and consent to the following terms:
- **Scope of Trial Features:** The features accessible during the trial period represent the capabilities of the E-monitor at the time of access. E-monitor offers a comprehensive array of features, and the trial version aims to provide a robust preview of these functionalities.
- **No Customization During Trial:** The trial version is provided "as-is," without additional modifications or customizations beyond the features included in the trial version, tailored to meet individual customer requirements.
  
- **Updates and Bug Fixes:** Ongoing development and enhancement of E-monitor, including bug fixes and updates, are solely at the discretion of the E-monitor release team. New features and improvements are implemented in accordance with internal schedules and service level agreements (SLAs).
- **Limitations and Scope:** Like all software products, E-monitor is subject to certain limitations, and its scope may evolve. Customers should note that not every conceivable feature or customization may be available.
- **Supported Operating Systems:** E-monitor is designed to operate on various operating systems, ensuring broad compatibility for users. However, specific features may vary by operating system. Supported operating systems include:
  - **Windows:** Full feature support is available for Windows 7, Windows 8, Windows 8.1, Windows 10, and Windows 11.
  - **macOS:** Support begins from macOS 10.13 High Sierra and includes macOS 10.14 Mojave, macOS 10.15 Catalina, macOS 11 Big Sur, and macOS 12 Monterey. Please note that client-side task tracking is not available for macOS.
  - **Linux:** E-monitor is supported on Linux distributions from version 16.04 LTS up to version 22.04 LTS. It's important to disable the Wayland display server protocol for Linux 22.04 LTS, as the tracker is incompatible with Wayland.
- **Feature Limitations on Certain Operating Systems:** Users should be aware that some trackers within E-monitor may not have a full feature set on certain operating systems, such as Linux and macOS, where client-side task tracking is unavailable. These limitations should be considered during the trial period.
- **Acceptance of Terms:** By proceeding with the trial, users accept these terms and acknowledge that their experience during the trial period reflects the current state of E-monitor, without any obligation on the part of E-monitor to provide additional features or customization.

## **13. WhatsApp Support Terms**

These terms ("WhatsApp Support Terms") govern the utilization of WhatsApp support services offered by E-monitor for customers with more than 20 license subscriptions annually. By engaging with WhatsApp support services, you agree to the following terms:

- **Respectful Communication:** All participants in the WhatsApp support group must engage in respectful and courteous communication. Any disruptive or disrespectful behaviour will be met with zero tolerance.
- **Group Closure Rights:** E-monitor reserves the right to close the WhatsApp support group at its discretion. Closure may occur due to non-compliance with these terms, misuse of the group, or any behaviour deemed detrimental to the support community.
- **Eligibility:** WhatsApp support services are exclusively available to E-monitor customers with more than 20 license subscriptions annually. Customers meeting this eligibility criteria can access WhatsApp support.
- **Support Duration:** WhatsApp support services will be accessible throughout your yearly subscription period. E-monitor will provide support during this duration.
- By participating in the WhatsApp support group, you acknowledge and accept these WhatsApp Support Terms as an integral aspect of your engagement with E-monitor's support services.

## **Service Level Agreement**

### **SOFTWARE AVAILABILITY**

E-monitor strives to ensure the accessibility of the SaaS Services 24 hours a day, seven days a week. However, there may be occasions when the SaaS Service experiences interruptions for maintenance, upgrades, emergency repairs, or other reasons beyond E-monitor's control. Such reasons may include failures or delays of the Internet, third-party services, or equipment. E-monitor and its service providers may conduct scheduled or unscheduled maintenance as necessary to uphold the proper operation of the SaaS. During such maintenance, access to the E-monitor and the Hosted Data may be impaired or interrupted. E-monitor will conduct upgrades or fixes to the product without prior notification to end-users at times that are convenient for E-monitor, with the aim of minimizing downtime as much as practically feasible.

## **Professional Services Terms and Conditions**

### **1. Scope of Services**

The technology, consulting, and other professional services, collectively referred to as the "Services," to be provided by E-monitor will be outlined in the relevant Statement of Work mutually agreed upon by the parties. E-monitor commits to exerting reasonable efforts to fulfil these Services. The timing and location of the Services will be determined at E-monitor's sole discretion. It's important to note that E-monitor does not guarantee any specific level of results from the Services.

### **2. Modifications**

The Client retains the right to request modifications that impact the scope or duration of the Services provided by E-monitor. Upon such requests, the E-monitor will promptly notify the Client if adjustments to the fees or completion date of any Services are deemed necessary. In

the event of mutual agreement between the parties, these modifications will be implemented accordingly.

If it's determined that any adjustment to fees is necessary, the parties will engage in good-faith negotiations to reach a fair and reasonable agreement. Any customizations requested by end clients or within E-monitor become part of the product's Intellectual Property, potentially available in future versions or upgrades for other customers. E-monitor retains sole ownership of all product features or customizations Intellectual Property, and customers have no direct or indirect claim on it.

### **3. Non-Solicitation**

Throughout E-monitor's engagement by the Client to deliver the Services and for one (1) year following the termination of the relevant Statement of Work with E-monitor, neither party, nor any of their directors, officers, shareholders, members, partners, employees, or agents, shall solicit, recruit, hire, contract for services, or otherwise engage, directly or indirectly, any of the employees, contractors, or representatives of the other party.

### **4. Facilities**

Client shall grant E-monitor reasonable access to its facilities and systems as necessary for the provision of the Services. This access encompasses technical data, computer facilities, programs, files, documentation, and test data. E-monitor must adhere to all reasonable and generally applicable rules and procedures at Client's facilities, provided that Client has furnished E-monitor with copies of such rules and procedures beforehand. Client's facilities must be reasonably safe and sanitary, equipped with standard utilities and office support services suitable for the Services, and furnished with standard and adequate offices and office furniture.

### **5. Client Personnel**

In instances where Client personnel are required to collaborate with E-monitor or its personnel for the provision of Services, it is imperative that Client assigns personnel possessing skills commensurate with their respective roles in the engagement. Should the Client's failure to allocate suitable personnel significantly impede the E-monitor's ability to carry out the Services, the E-monitor shall be relieved from performing the affected Services. In such cases, the parties will engage in good-faith negotiations to determine a fair and reasonable adjustment to the Fees and the scope of the Services.

### **6. Information**

The Client acknowledges and accepts that E-monitor may rely on or utilize technical data, materials, and other information provided by the Client during the provision of the Services. The Client guarantees the accuracy and entirety of such information. E-monitor is entitled to trust the accuracy and entirety of this information without the obligation to conduct an independent investigation or inquiry. The Client must promptly notify the E-monitor of any changes in data, materials, or other information previously provided.

### **7. Ownership of Deliverables**

The parties involved, in this case, E-monitor and the Client, mutually agree that, except for specific projects and deliverables explicitly agreed upon in written form, all documents, designs, inventions, data, and other tangible materials created by E-monitor for the Client as a result of rendering the Services (referred to as the "Deliverables"), shall be owned by the Client. The Client also commits to providing, at their own expense, any necessary assistance to E-monitor to safeguard E-monitor's ownership rights in these Deliverables. Such assistance may include, but is not limited to, executing assignments, bills of sale, or any other required documents to transfer the intellectual property rights in the Deliverables.

In the provision of Services under this Agreement, E-monitor may utilize its proprietary works of authorship, whether pre-existing or otherwise, that have not been specifically created for the Client. These may include methodologies, templates, flowcharts, architectural designs, software, tools, specifications, drawings, sketches, models, samples, documents, and records, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge, or data, and any derivatives thereof, originated, developed, or acquired by E-monitor or by third parties under contract to E-monitor. Collectively, these are referred to as "Background Technology". The Background Technology and E-monitor's administrative communications, records, files, and working papers related to the Services, shall remain the exclusive property of E-monitor.

#### **8. License of Background Technology and Deliverables**

In the event that Client utilizes any Background Technology as part of the provision of Services by E-monitor, E-monitor hereby grants Client a fully paid-up, royalty-free, non-exclusive, non-transferable, non-assignable, and license granted to utilize such Background Technology in association with the Services is subject to revocation. This license shall expire upon termination of the Services. Upon delivery of any Deliverable to Client, E-monitor also grants Client a fully paid-up, royalty-free, non-exclusive, non-transferable, non-assignable, and revocable license to use such Deliverable in connection with the Services. This license shall also expire upon termination of the Services.

#### **9. General Skills or Knowledge**

Despite any provision to the contrary in this Addendum, neither E-monitor nor its personnel (including, but not limited to, principals or employees) shall be prohibited, enjoined, or otherwise impeded by the Client from employing, enhancing, or utilizing any General Skills or Knowledge. "General Skills or Knowledge" refers to all general skills, knowledge, techniques, or methods used by E-monitor or its personnel in their work. It includes any know-how, experience, expertise, skill, or knowledge that is previously known or used by such personnel or that may be learned or acquired by such personnel during the course of performing the Services. It also encompasses any information, methods, or approaches that are publicly or generally used or known by others in the trade or that have been acquired by such personnel as a result of similar work performed by E-monitor in another engagement for another client.

#### **10. Statement of Work**

1. Working Time
2. Away Times, Idle times
3. Day Start and Day Finish Time

4. Productive Hours, Non-Productive Hours
5. Reports
6. Productivity Configuration
7. WhatsApp Support Group
8. Silent Mode
9. 24 \* 7 Tracking
10. Work Analytics
11. Shifts