POLICY BOND

Shakya Property Developer : GSTIN 09MDBPS9540R2Z9

Dear Sir/Mam _____,

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" OR "YOU" SHALL REFER TO SUCH COMPANY OR OTHER LEGAL ENTITY. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SERVICES. EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.
IF CUSTOMER REGISTERS FOR A FREE TRIAL OF BUILDER SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

IMPORTANT POINTS
1. All services provided in all cities in India.
2. 100% cashback refund on property mutation amount.
3. Refund amount 18% GST apply.
4. Registration amount 10,000 Rupees.
5. Refund offer 10% of property mutation amount premium based cashback benefits annual customer account deposit shortage benefits available.
6. Offer applicable from 2nd financial year from booking amount date.

Benefits
1. Life Insurance Policy Free Gift with Sovereign Guarantee of Government of India
2. Unique pension, insurance and other plans available
3. Personal Loan available on interest free installments no document client
4. Tax Exemption Benefit Client Policy

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1. **Lucrative Commission Structure**
- Earn 100% commission on every successful transaction.
- Receive 100% cashback on commissions paid to brokers or owners.
- Broker's money is deposited for 1 year with 10% interest. Meanwhile, enjoy a monthly salary.

2. **Interest on Broker Commissions**
- Gain 10% annual interest on the amount of commission provided to brokers.

3. **Comprehensive Government-Guaranteed Policy Benefits**
- Lifetime Pension: Financial security for your retirement.
- Policy Maturity Benefits: Attractive payouts upon policy maturity.
- Insurance Protection: Comprehensive insurance coverage.

4. **Digital Marketing Support**
- Leverage our digital marketing expertise to boost your sales and visibility.
- All brokers benefit from firm-provided digital marketing campaigns.

5. **Additional Perks**
- Detailed policy documentation and benefits shared upon successful registration.
- Transparent and growth-driven partnership terms.

Partner Responsibilities
- Register as an authorized Associate Partner.
- Promote and execute services aligned with our company policies.
- Contribute to the growth and representation of Shakya Properties.

Agreement Terms
- Flexible termination with a 30-day prior written notice.
- Benefits and entitlements cease as per agreement terms upon termination.

USE OF SERVICES AND CONTENT

Services: During the Term, Builder will provide the Services in accordance with this Agreement and, subject to Customer's compliance with the terms and conditions of this Agreement, Customer may access the Services and use the Services to create any Customer Application that has material value independent of the Services. Unless otherwise provided in the applicable Buildcard or Order Form, Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Buildcard, Order Form or the Platform. Customer agrees that Builder may modify, amend, alter, supplement, or replace the Services from time to time, in whole or in part, without any notice to Customer; provided that Builder will use reasonable efforts to provide Customer written notice if Builder believes that any modification, amendment, alteration, supplement or replacement will cause a material adverse effect on Customer's access or use of the Services. Customer agrees that its use and access of the Services is not contingent on any guarantees, promises, or the delivery of any future functionality, features, or timeline, or dependent on any oral or written public comments made by Builder.

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Account: Customer must register and create an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords, and for any use of its Account. The Account must be in Customer's legal name (or, if Customer is an entity, the legal entity name) and Customer agrees to provide and maintain true, accurate, current, and complete information for Customer's Account. Customer may use their Account login to access and use a project management platform to track and view customization or project progress relating to their Purchased Services and Buildcard.

Support of Purchased Services. Builder will (a) provide one year subscription to Studio One to Customer at no additional charge, and (b) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Builder shall give advance electronic notice), and (ii) any unavailability caused by Force Majeure or other circumstances beyond Builder's reasonable control. The subscription support plans available, and descriptions of each, are available at **www.shakyaproperties.in**. For avoidance of doubt, if Customer does not purchase any of the foregoing subscription plans, Builder has no obligation whatsoever to provide support, maintenance, updates, or upgrades to the Services or the Customer Application upon expiration of the initial year of the Studio One subscription, and Customer is responsible for technical maintenance and support of its Customer Applications.

Usage Limits. Services and Content are subject to Usage Limits specified in Buildcards, Documentation and the Acceptable Use Policy, available at **www.shakyaproperties.in**. If Customer exceeds any specified Usage Limit, Builder may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Builder's efforts, Customer is unable or unwilling to abide by a specified Usage Limit, Customer will execute a Buildcard for additional quantities of the applicable Services or Content promptly upon Builder's request. In either case, Customer shall be responsible for any excess usage and shall pay for any such excess usage in accordance with the "Fees and Payment" section below.

Acceptable Use. Customer may use the Service only for its business operations, and in accordance with this Agreement, the Documentation, the Usage Restrictions, the Usage Limits and the Acceptable Use Policy, Customer will be responsible for Users' compliance with this Agreement, including this Section 1.5. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content and notify Builder promptly of any such unauthorized access or use. In the event that Builder suspects any breach of the requirements of this Section or of any use that, in Builder's judgment, threatens the security, integrity or availability of Builder's services, Builder may suspend Customer's access to the Service, in addition to such other remedies as may be available under applicable law.

Customer Data. Customer is responsible for (a) the accuracy, quality, and legality of Customer Data, (b) the means by which Customer acquired Customer Data, (c) ensuring that Customer has all necessary rights to grant Builder the rights to use the Customer Data in accordance with this Agreement, and (d) Customer's use of Customer Data with the Services. Customer may not submit to the Services any information that includes or constitutes: "protected health information" as defined by the Health Insurance Portability and Accountability Act (HIPAA); "nonpublic personal information" as defined by Gramm-Leach-Bliley Act (GLBA); special categories personal data as described by the General Data Protection Regulation ("GDPR"); information about an individual's financial account or status that falls within the remit of Payment Card Industry Data Security Standard (PCI-DSS) (e.g., credit or debit card numbers, security data and any account usernames and passwords); information about an individual's physical or mental health; government-issued identification numbers (e.g., Social Security number, drivers license number, passport number); or other similarly sensitive categories of personal information. Builder may store certain Customer Data to enable various features and functionality of the Services. Customer hereby grants Builder a non-exclusive, worldwide, royalty-free, full paid up license (i) during the Term to access or use Customer Data to provide the Services and data processing for Customer and (ii) during and after the Term to access or use Customer Data, Output and any other data generated by or for Customer in connection with its use of the Services to operate, improve, analyze and support the Services, including to train Shakya Properties and Builder's other AI and machine learning models. Customer agrees that the foregoing includes a right for Builder to make Customer Data available to, and pass the foregoing rights to, others with whom Builder has contractual relationships related to the provision of the Services (such as the licensors of Generative AI tools used in connection with the Services), solely for the purpose of providing the Services. Additionally, Builder may generate and use, both during and after the Term, technical logs, data, and learnings about your use of the Services and Customer Data in aggregate, anonymized form to operate, improve, analyze, and support the Services and other products and services of Builder and for other lawful business purposes.

Professional Services. Builder may provide Professional Services to Customers, as agreed between the parties. These will be governed by terms of an addendum or separate agreement between the parties. Builder will, or will cause its third-party providers to, provide any Professional Services set out in a relevant Buildcard in a professional and workmanlike manner, using reasonable skill and care in accordance with industry practice and any relevant statement of work.

Customer Cooperation. Customer agrees to assist Builder as reasonably requested by Shakya Properties, including responding promptly to requests from Shakya Properties for information or other materials. Builder is not responsible or liable for any delay or failure of performance in whole or in part by Customer's delay or failure in providing Builder with reasonable cooperation or access to information or documentation necessary for Builder's provision of the Services.

Customer Application Attribution. The Customer Application may be branded under Customer Marks or other trademarks as may be selected by Customer; however, the Customer Application shall indicate "powered by Builder" on the Customer Application landing page or splash screen, or as otherwise mutually agreed upon between Customer and Builder.

Data Protection. Customer is responsible for ensuring its use of the Services and the sharing of Customer Data with Builder are in compliance with applicable data protection laws. This includes obtaining any necessary authorizations (including consents) and providing any notices required to permit (a) Customer's use and receipt of the Services and (b) Builder's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement. Builder's Privacy Policy, which outlines Builder's practices as a controller of personal information, is available at **www.shakyaproperties.in**. When Builder processes any Customer Data comprising personal information on behalf of Customer, and acts as a "service provider", "processor", or under any equivalent roles (all as defined under applicable data protection laws), the terms of the data processing addendum at **www.shakyaproperties.in** ("DPA") posted as of the Effective Date will apply. Builder may, on notice to Customer, make such changes to the DPA that are required to comply with applicable law, applicable regulation, court order, or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the DPA, or where such change (i) is commercially reasonable; (ii) does not result in a degradation of the overall security of the Services; (iii) does not expand the scope of or remove any restrictions on Builder's processing of Customer Data; and (iv) does not otherwise have a material adverse impact on Customer's rights under the DPA.

Data Security. Builder has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data. However, no security measures are failsafe, and Builder cannot and does not guarantee the security of Customer Data. Accordingly, except to the extent required by applicable law, Customer acknowledges that Customer bears sole responsibility for adequate security, protection, and backup of Customer Data. Builder will have no liability to Customer for any unauthorized access or use of any of Customer Data, or any corruption, deletion, destruction, or loss of any of Customer Data. Customer agrees to accept and assume all risks and/or financial loss arising therefrom, whether caused by the ordinary negligence of Builder or otherwise, waives and releases, and holds Builder harmless from all claims arising from Builder's access, control, or use of Customer Data.

MARKETPLACE, NON-BUILDER PRODUCTS AND SERVICES

Marketplace. Builder Marketplace allows Customer to integrate certain products or services offered by third parties (the "**Integrated Offerings**") with Customer's Account to permit the Services to access such Integrated Offerings, including to make available the Integrated Offerings through the Customer Application. To do so, Customer shall be required to connect the Services with Customer's account on the applicable Integrated Offering and grant all necessary permissions for the Services to access Customer's account on such Integrated Offering. If Customer does not have an account for an Integrated Offering, Builder may, with Customer's consent, create an account for Customer; however, Customer, and not Builder, will be responsible for any and all costs and charges associated with Customer's use of any Integrated Offering. Furthermore, each third party offering an Integrated Offering imposes its own terms and conditions regarding the use of their products and services and the use of Customer Data by such third parties is subject to the privacy policies of the applicable third party offering the Integrated Offering. Customer's use of the Integrated Offerings will be subject to such terms and conditions of the applicable provider of the Integrated Offering. Builder enables these Integrated Offerings merely as a convenience and the integration or inclusion of such Integrated Offerings does not imply an endorsement or recommendation. However, Customer acknowledges that it is aware that Builder may receive certain compensation from the third parties offering Integrated Offerings. For clarity, the Integrated Offerings are Non-Builder Applications and the terms set forth herein for Non-Builder Applications apply to Customer's use of the Integrated Offerings.

Non-Builder Products and Services. In addition to the Integrated Offerings, Builder or third parties may make available other third-party products or services, including, for example, Non-Builder Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-Builder provider, product or service is solely between Customer and the applicable Non-Builder provider. Builder does not warrant or support Non-Builder Applications or other Non-Builder products or services, whether or not they are designated by Builder as "certified" or otherwise, unless expressly provided otherwise in a Buildcard or Order Form. Builder has no control over and is not responsible for any Non-Builder Application, including for the accuracy, availability, reliability, or completeness of information shared by or available through any Non-Builder Application, or on the privacy practices of any Non-Builder Application. Builder is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Builder Application or its provider.

Integration with Non-Builder Applications. The Services may contain features designed to interoperate with Non-Builder Applications, such as through the Marketplace. Builder cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Builder Application ceases to make the Non-Builder Application available for interoperation with the corresponding Service features in a manner acceptable to Builder.

FEES AND PAYMENT

Fees. Customer will pay all fees specified in Buildcards, an Order Form, or applicable to your subscription. Except as otherwise specified herein, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the relevant subscription term and (iv) payment obligations are not based on completion of any milestone or otherwise depending on estimated deliverables timelines. Customer must remit all payments as specified and agreed upon on the Buildcard or Order Form and such payments cannot be withheld without written approval from an authorized person at Builder.

Invoicing, Payment, and Payment Method. Customer may pay for the services by using a valid credit card, an electronic fund transfer or a wire transfer or using another method pre-arranged and pre-approved by Builder. If Customer elects to pay by credit card, Customer must provide credit card information to Builder, and authorize Builder (or its third-party payment processor) to charge such credit card for all Purchased Services, including fees for the initial subscription term and any renewal subscription term(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Buildcard or Order Form. If the Buildcard or Order Form specifies that payment will be by a method other than a credit card, Builder will invoice Customer in advance and otherwise in accordance with the relevant Buildcard or Order Form. Customer is responsible for paying invoiced amounts on the applicable date noted on the invoice. Customer is responsible for providing complete and accurate billing and contact information to Builder and notifying Builder of any changes to such information. Customer is obligated to pay all applicable fees without any requirement for Builder to provide a purchase order number on Builder's invoice (or otherwise). All applicable fees are due in full before Builder's delivery of the Customer Application Code. If the timeline for the provision of Services set forth on the Buildcard is accelerated, Customer may pay in accordance with an accelerated schedule and timelines.

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Delinquent Payments and Suspension. Late payments may bear interest at the highest rate permitted by applicable law from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Builder in collecting such delinquent amounts. If Customer is late on payment for the Services, Builder may suspend the Services or terminate the Agreement for breach. For clarity, no portion of the Customer Application Code (as defined in Section 5.3) shall be delivered to Customer if Builder either suspends the Services or terminates this Agreement due to Customer's breach of this Agreement, including for non-payment.

Invoice Disputes & Refund. Builder will not exercise its rights under the "Delinquent Payments and Suspension" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. Any invoice disputes must be submitted within 14 days of Customer's receipt of the applicable invoice. If the parties determine that certain billing inaccuracies are attributable to Builder, Builder will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Builder will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. To the fullest extent permitted by law, Customer waives all claims relating to any fees unless disputed within 14 days after the invoice date. Refunds (if any) are at Builder's discretion and will only be in the form of credit for the Services. Nothing in this Agreement obligates Builder to extend credit to any party.

Taxes. Builder's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Customer is required to deduct or withhold any Taxes from any payment due to Builder, then (a) the amount payable to Builder shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 4.5), Builder receives an amount equal to the amount it would have received had no such deductions been made, (b) Customer will made such deductions, (c) Customer will pay the full amount deducted to the relevant governmental authority in accordance with applicable law, and (d) Customer will promptly provide Builder satisfactory evidence of such payment upon request. If Builder has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Builder will invoice Customer and Customer will pay that amount unless Customer provides Builder with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Builder is solely responsible for taxes assessable against it based on its income, property, and employees.

Service Credits. Builder may offer Customer the option to prepay for Services through the purchase of credits ("Service Credits"). Prepaid Service Credits reflect the amount Customer paid in advance for use of Services. From time to time, Builder may, at its sole discretion, also offer free of charge promotional Service Credits subject to Customer's fulfillment of certain marketing obligations or other requirements and continued compliance with such marketing obligations or other requirements, as specified at the time such promotional Service Credits are granted. Promotional Service Credits will be deposited in Customer's Account upon Builder's verification that the applicable requirement was satisfied. Promotional Service Credits expire one year from the issue date but may expire earlier if Customer defaults on two or more payments due hereunder. Promotional Service Credits may not be used for the first payment due from Customer. Additionally, if Customer fails to comply with the obligations or requirements set forth for the receipt of promotional Service Credits, Builder reserves the right to terminate any promotional Service Credits previously given and invoice Customer for the value of any such promotional Service Credits, if already used by Customer. Paid Service Credits do not expire. Service Credits are not legal tender or currency and are not in any circumstance redeemable, refundable, or exchangeable for money and have no monetary value. Service Credits are non-transferable.

Financing. In the event Customer accepts a financing, credit, or loan agreement (the "Loan Agreement") offered through Builder to fund part or all of the fees associated with this Agreement (the "Financing Option"), Customer shall be solely responsible for all terms, conditions, and obligations under the Loan Agreement and the Financing Option, including Customer's obligation to pay all amounts specified in the Loan Agreement. In the event Customer breaches, defaults or is delinquent on the Loan Agreement or violates any terms of Loan Agreement or Financing Option, Builder, at its sole discretion, may suspend or terminate all Services and this Agreement.

Loan Default and Repayment Liability. Should Customer default on the Loan Agreement, Builder may, without obligation, settle the defaulted loan to uphold its business continuity. This action does not absolve the loan. Consequently, Customer becomes immediately liable to repay the full amount to Builder. An invoice for repayment will be issued, which is due within thirty (30) days. Non-compliance with this deadline may incur additional charges as per Section 4.3 above. If payment is not received within the stipulated time, the outstanding sum may be forwarded to a collection agency or may lead to legal action. Customer agrees to bear all associated costs, including collection agency fees, attorney fees, court costs, and related expenses. By agreeing to this, the Customer acknowledges responsibility for full repayment to Builder in the event of a default and understands the potential consequences of payment failure.

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INTELLECTUAL RIGHTS AND LICENSES

Reservation of Rights. Subject to the limited rights expressly granted hereunder, Builder, its Affiliates, its licensors, and content providers reserve all of their right, title, and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

Customer Intellectual Property Rights. Customer owns all Intellectual Property Rights in Customer Data, Customer's trademark, and logo (the "**Customer Marks**") and any content, materials or documents provided by Customer to Builder, including documents, data, specifications, software, database, infrastructure, servers, source code, code base, content, and technology (the "**Customer Materials**"). If Builder creates any modification or derivative work of any Customer Materials that is expressly customized for Customer (the "**Customized Materials**"), Builder hereby assigns Builder's rights in and to any such Customized Materials to Customer. Any Customized Materials must be expressly defined in a Buildcard.

Builder Intellectual Property Rights. Builder owns all Intellectual Property Rights in the Platform (including without limitation any models trained and improvements made to the Services pursuant to Section 1.11) and all source code, deliverables, work product, content and materials created, developed, or authored by Builder in the provision of Services, including any code developed by Customer and included in the Customer Application Code but expressly excluding any Customer Data, Customer Marks, Customized Materials and Customer Materials as specified in Section 5.2. Subject to Customer's payment of all applicable fees, Builder will deliver to Customer via electronic file the source code of the Customer Application created through the Services (the "**Customer Application Code**") and Builder hereby grants Customer a worldwide, perpetual, non-exclusive license to use, modify and create derivative works of the Customer Application Code solely in connection with Customer's development, support, and maintenance of the Customer Application. Customer may not (a) distribute, sublicense, or otherwise make available the Customer Application Code to a third party (other than third party contractors performing services for Customer), or (b) use the Customer Application Code to provide any kind of service/action/assistance or support to any third party.

License by Customer to use Customer Marks and Customer Materials. Customer grants Builder, its Affiliates, and applicable contractors a worldwide, limited-term license to (a) use and display the Customer Marks in the Customer Application and (b) use, copy, modify and create derivative works of the Customer Materials, in each case in connection with Builder's provision of Services for Customer in accordance with the Buildcard.

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CONFIDENTIALITY

Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

Representations. Each party represents that (a) it has validly entered into this Agreement and has the legal power to do so, and (b) it will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable.

Builder Warranties. Builder warrants that during the Term (a) Builder will not materially decrease the overall security of the Services, and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Term and Termination" section below.

Disclaimers on Customer Application. Except as expressly set forth herein, Builder is not responsible for the content, accuracy, or reliability of Customer Applications. Customer's use of the Customer Applications is entirely at Customer's own risk. All use of the Customer Applications will be governed by any agreement, terms or other relationship created between the Customer Application and End Users. Customer further acknowledges and agrees that by entering into and performing its obligations under this Agreement, Builder is not assuming and shall not be exposed to the business and operational risks associated with the Customer Application, any other products or services of Customer or Customer's business.

MUTUAL INDEMNIFICATION

Indemnification by Builder. Builder will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's Intellectual Property Rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Builder in writing of, a Claim Against Customer, provided Customer (a) promptly gives Builder written notice of the Claim Against Customer, (b) gives Builder sole control of the defense and settlement of the Claim Against Customer (except that Builder may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Builder all reasonable assistance, at Builder's expense. If Builder receives information about an infringement or misappropriation claim related to a Service, Builder may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Builder's warranties under "Builder Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Builder, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Free Services, Services during a Free Trial, Beta Services or Services under a Buildcard for which there is no charge; or (IV) a Claim against Customer arises from Customer specification, Content, Customer Data, a Non-Builder Application or Customer's breach of this Agreement or applicable Buildcards or Order Form.

Indemnification by Customer. Customer will defend Builder and its Affiliates against any claim, demand, suit or proceeding made or brought against Builder by a third party (a) alleging that the combination of a Non-Builder Application or configuration or specification provided by Customer and used with the Services or to develop the Customer Application, infringes or misappropriates such third party's Intellectual Property Rights, (b) arising from (i) Customer's use of the Services, other than a claim subject to indemnification by Builder under Section 8.1, (ii) any Customer Data or Builder's use of Customer Data in accordance with this Agreement, , (iii) Customer's or any End User's use of the Customer Application, or (iv) any aspect of the transaction between Customer's End User (Customer's customer), including but not limited to refunds, fraudulent transactions, and alleged or actual violation of laws (each a "Claim Against Builder"), and will indemnify Builder from any damages, losses, liability, settlements, attorney fees and costs, directly or indirectly, provided Builder (a) promptly gives Customer written notice of the Claim Against Builder

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LIMITATION OF LIABILITY

Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR WITH RESPECT TO AMOUNTS DUE FROM CUSTOMER, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

Exclusion of Consequential and Related Damages. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 1.5 (ACCEPTABLE USE), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

TERM AND TERMINATION

Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (the "Term").

Term of Purchased Services. The term of each subscription shall be as specified in the applicable Buildcard. Except as otherwise specified in a Buildcard, subscriptions, including any Studio One, will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Buildcard, renewal of promotional or one-time priced subscriptions will be at Builder's applicable list price in effect at the time of the applicable renewal.

Termination for Breach and Bankruptcy. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

Suspension of Services. Without limiting Builder's termination or other rights hereunder, Builder reserves the right to suspend Customer's access to the Services (and any related services, including but not limited to, development and maintenance and support services, such as Studio One) in whole or in part, without liability to Customer: (i) if Customer's account is thirty (30) days or more overdue; (ii) for Customer's breach of this Agreement (including third party Loan Agreement); or (iii) to prevent harm to other customers or third parties or to preserve the security, availability or integrity of the Services. When practicable, Builder will use reasonable efforts to provide Customer with advance notice of the suspension (email sufficing). Unless this Agreement has been terminated, Builder will cooperate to restore Customer's access to the Services promptly after Builder verifies that Customer has resolved the issue requiring suspension.

Termination for Inactivity. Builder reserves the right to terminate Customer's Account and its access to the Services upon 30 days' advance notice if, for a period of 60 days (a) Customer has not accessed the Service or the Account has had no network activity and (b) such Account has not incurred any fees for such Services.

Effect of Termination. If the Agreement is terminated, then (a) all of Customer's rights and access to the Services will terminate (including access to Customer Data, if applicable), unless otherwise described in this Agreement, and (b) all fees owed by Customer to Builder are immediately due upon receipt of the final invoice or as set forth in the final invoice.

Surviving Provisions. The sections titled "Customer Application Attribution", "Free Services," "Fees and Payment," "Intellectual Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Effect of Termination," "Surviving Provisions", "General Provisions" and "Definitions" will survive any termination or expiration of this Agreement, and the section titled "Customer Data" will survive any termination or expiration of this Agreement for so long as Builder retains possession of Customer Data.

Yours sincerely,

_____
[Authorized Signatory]