

## MASTER SUBSCRIPTION AND SERVICES AGREEMENT

In consideration of the terms and conditions and mutual obligations contained in this Agreement, the parties agree as follows:

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

**1.1 General.** Subject to the terms and conditions of this Agreement, SNOVASYS shall provide, and Client shall purchase access to the SAAS and other Services described in these Terms and Conditions and any applicable Schedule or Statement of Work.

(a) **“SAAS”** or **“SAAS services”** means SNOVASYS’s online bundled cloud application currently known as SAAS; all software associated therewith, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by SNOVASYS at the request of a client; and all systems provided or operated by SNOVASYS to provide access to its site, including all content accessible on or through its website.

(b) **“Services”** means any service rendered by SNOVASYS 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 the event of a conflict or ambiguity between or among the provisions of the various documents that comprise this Agreement, such conflict or ambiguity shall be resolved in favor of the terms and conditions of the document with the higher or highest priority as follows (listed in order of highest priority 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 (and to the extent that) such provisions specifically identify the provision(s) the parties intend to amend or override. No provision set forth or cross-referenced in any invoice or other payment documentation will be construed to amend, add to, or supersede any provision of this Agreement.

### **2. SAAS Services.**

#### **2.1 Access and Use.**

(a) Subject to the terms and conditions of the Agreement, SNOVASYS grants Client a non-exclusive, non-transferable (except where the Agreement itself may be assigned) limited license during the Term commencing on the SAAS Services Commencement Date (as defined

below) to permit its Authorized Users to access and use the portions of the SAAS identified on the Order attached hereto, via the Internet, solely for Client’s internal business purposes and solely to support Client’s business automation process, and solely as permitted by the features of the SAAS which may vary from user to user.

(b) **“Authorized User(s)”** or **“User(s)”** means, in a given calendar month, a user registered on the SAAS Service with a designation of “active” at any time that month, who has acquired such access through Client. Authorized Users must be a client employee or authorized agent, must agree to be bound by the terms of this Agreement, and not access or use the SAAS Service for redistribution or remarketing. Authorized Users shall not include SAAS competitors or any entity developing or providing a competing service. Using the functionality of the SAAS, Client may add and remove Authorized Users, but the aggregate number of Authorized Users is counted monthly for billing purposes. Client may increase and decrease the Authorized Number of Users by adding or making staff inactive within its account on the SAAS. However, SAAS reserves the right, and Client acknowledges such right, to assess additional charges if Client deliberately or habitually exceeds the maximum Authorized Number of Users permitted under this Agreement.

(c) Only Authorized Users may access the SAAS. Client shall control access and use by all Authorized Users and shall be responsible for Authorized User’s compliance with this Agreement and all activity occurring under its User accounts. Client will notify SAAS promptly of any unauthorized access to, or use of, the SAAS.

(d) All rights not expressly granted to Client in this Agreement are reserved by SAAS and its licensors and providers.

**2.2 Client Restrictions.** Client may only use the SAAS for its own lawful, internal business purposes. Additionally, Client shall not, and shall not permit any User to:

(a) use the SAAS in violation of applicable laws, the legal right of any third party (including intellectual property rights or privacy rights), or this Agreement.

(b) use the SAAS to transmit, store or publish any content that is obscene, libelous, threatening, or unlawful.

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

(d) modify or create any derivative works based upon the SAAS.

(e) copy, reverse engineer, reverse assemble, decompile, or otherwise attempt to derive source code from the SAAS or any part thereof (except to the extent that such restriction is not permitted under applicable law); make the SAAS available to any unauthorized entities, including without limitation, SAAS competitors; or

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

(g) remove or modify any proprietary notice or labels associated with any part of the SAAS. Should unexpected or inappropriate use of the SAAS (e.g., extraordinary bandwidth usage; uploaded files that contain malicious content, etc.) occur, SAAS may take steps necessary to remedy the issue, including without limitation, suspension or denial of access or suspension or inactivation of an Authorized User account.

### **3. Additional Services**

**3.1 Maintenance Services.** SNOVASYS will provide Client with the maintenance and support services, as described in the Service Level Agreement.

Client agrees to promptly provide SNOVASYS with sufficient documentation, data, and assistance with respect to any reported errors, and to reasonably cooperate with SNOVASYS, in order for SNOVASYS to comply with its obligations hereunder. In no event shall SNOVASYS be responsible or liable for any errors, bug or other problems caused by hardware or software not provided by SNOVASYS.

**3.2 Other Professional Services.** Client may request that SNOVASYS provide other professional services, including, but not limited to additional training, or consulting and development services in addition to those described in this Agreement. All such Services shall be provided under an applicable Statement of Work to be executed by both parties.

### **4. Payment.**

**4.1 Subscription Fee:** Subscription fees will be paid in arrears as per the Statement Of Work. Client must pay the Subscription Fee to continue to access and use the SAAS for the entire Term of this Agreement. Upon at least thirty

(30) days' prior notice to Client (which notice may take the form of SNOVASYS posting an electronic message or bulletin through the SAAS or to all Users), SNOVASYS may modify the fees, including by increasing the Subscription Fee. Subscription Fees are

non-refundable.

**4.2 Other Fees.** SNOVASYS shall invoice Client and Client shall pay to SNOVASYS upfront method of receipt of each invoice, the fees, charges, and reimbursable expenses as specified in this Agreement and all applicable Schedules and Statements of Work.

**4.3 Taxes.** All pricing and fees under this Agreement are exclusive of applicable sales, use, GST, and other taxes<sup>7</sup>

**4.4 Form of Payment.** Payment of all fees shall be made in Indian Currency. If You have provided SNOVASYS with credit card, ACH or other payment information ("Payment Method") for purposes of payment hereunder, then: (a) Client represents and warrants that Client and its personnel providing such payment information are authorized to use such Payment Method, and (b) Client and its personnel providing such payment information authorizes SNOVASYS or its designee to charge all amounts owed to SNOVASYS under this Agreement to such Payment Method as such amounts become due.

**4.5 Late Payments.** SNOVASYS may discontinue performance under this Agreement if Client fails to pay any amounts when due and fails to cure such failure within ten (10) days of receiving written notice from SNOVASYS. SNOVASYS reserves the right to charge and collect, and Client agrees to pay, a service fee on any unpaid, past-due fee amounts equal to the lesser of one and one-half percent (1½%) per month or the maximum amount permitted by law. Client agrees to reimburse SNOVASYS or its designee for all reasonable collection expenses, including reasonable attorneys' fees and court costs, for delinquent amounts.

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

**5.1 Term.** The initial term of this Agreement will commence on the date of the last party to sign this Agreement (the "**SAAS Commencement Date**"), and will continue for the period of twelve (12) months (the "**Initial Term**"); unless a longer initial term has been negotiated, and thereafter shall renew automatically for successive one (1) year renewal terms (each a "**Renewal Term**") unless either party provides written notice to the other party of non-renewal at least sixty (60) days prior to such a renewal date, or unless earlier terminated as provided below. The Initial Term and each Renewal Term are collectively the "**Term**" of the Agreement.

**5.2 Early Termination.** This Agreement may be terminated prior to the end of the applicable term upon written notice:

(a) by either party upon the filing for bankruptcy protection of the other party; (b) by either party if the other party is insolvent; or (c) by either party if the other party is in breach of any material obligation under this Agreement, which breach is incapable of cure or which, being capable of

cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize in writing). In addition, SNOVASYS may terminate this Agreement upon written notice to the Client if: (a) Client fails to make any one or more monthly payments owed to SNOVASYS under Section 4 within ten (10) business days after the due date; or (b) Client breaches any obligations under Section 2 of this Agreement.

**5.3 Effect of Termination or Expiration.** Upon expiration or termination of this Agreement for any reason, all rights and licenses granted to Client hereunder (including without limitation all rights to access or use the SAAS and all third-party services), shall immediately terminate and Client shall cease to use and access the SAAS Services, or any portion thereof. Following the expiration or termination of this Agreement, upon Client's request, SNOVASYS will use reasonable efforts to transfer an electronic copy of Client's Hosted Data (in the format in which it is stored by SNOVASYS) to Client. SNOVASYS will maintain a copy of Hosted Data for no more than six (6) months following expiration or termination of the Agreement, after which time any Hosted Data not retrieved may, at SNOVASYS's discretion, be destroyed or archived according to SNOVASYS's data retention policies.

**5.4 Survival.** The rights and obligations of the parties under Sections 2.2 (client restrictions), 4 (payment), 7 (intellectual property rights), 9 (confidentiality), 10 (warranties and indemnities) and 11 (limitation of liability) will survive the expiration or termination of this Agreement.

## **6. Privacy and Security.**

**6.1 Security.** SNOVASYS shall implement security measures (such as password protection and encryption) and maintain such other safeguards (including virus protection safeguards) which are reasonably intended to preserve the confidentiality, integrity and availability of Hosted Data and which are consistent with current commercial practices in the industry. Client will not attempt and will not permit any of its Users to attempt, to disable, modify or circumvent any security safeguard adopted by SNOVASYS. Client acknowledges and agrees that SNOVASYS may monitor, record, and audit Client, including any User's, use of the SAAS to protect the security of all hosted information and the security of SNOVASYS'S information systems. Client agrees that SNOVASYS may suspend one or more of its user accounts, if necessary, to protect the security of Hosted Data or SNOVASYS'S information systems. The parties expressly recognize that, although SNOVASYS shall take such reasonable steps, or cause such reasonable steps to be taken, to prevent security breaches, it is impossible to maintain flawless security.

**6.2 User Policy.** Client agrees to comply, and shall require its Users to comply, with SNOVASYS'S user policy, as may be in effect from time to time and posted on the SNOVASYS web site. If the user policy requires Client to implement specific safeguards, such as unique user accounts with confidential passwords, Client agrees to implement such safeguards promptly.

## **7. Intellectual Property Rights.**

**7.1 SNOVASYS'S Rights in the SAAS.** As between the parties, SNOVASYS retains all right, title and interest in and to the SAAS. SNOVASYS and/or its licensors are the sole owners of the SAAS and of all copyright, trade secret, patent, trademark and other intellectual property rights in and to the SAAS and any reports or recommendations delivered or made to Client as part of the Services ("Implementation Deliverables"). Client acknowledges that this Agreement does not provide Client with title to or ownership of the SAAS, any portion thereof, the Implementation Deliverables, or any copies or modifications thereof, but only a right of limited remote use under the terms and conditions of this Agreement.

**7.2 Client's Rights in Hosted Data.** As between the parties, Client has and will retain all rights of ownership in the Hosted Data, provided that Client hereby grants to SNOVASYS a non-exclusive, perpetual, irrevocable, non-transferable (except to the extent this Agreement is assignable), royalty-free license to access, use, copy, disclose, display, distribute, transmit, publish, and process the Hosted Data:

(a) to provide the SAAS Services (including submitting Hosted Data to other business automation providers, third party service providers, insurance companies, and other persons as directed by Client through the SAAS or otherwise in accordance with the SAAS documentation);

(b) to otherwise perform its obligations under this Agreement;

(c) to aggregate information relating to transactions for statistical analysis and business measures of the performance of the Services, Confidential Information of Client. SNOVASYS will retain all rights of ownership in any such developments or modifications of the SAAS.

## **8. Confidentiality.**

(a) to monitor Client and User use of the SAAS for security purposes,

(b) as permitted by the Business Associate Agreement, and/or

(c) to enforce the terms of this Agreement.

(d) Additionally, SNOVASYS may establish one or more internal user accounts for the SAAS, which accounts shall enable authorized members of SNOVASYS'S workforce and its subcontractors to access application data. SNOVASYS and its subcontractors may access Hosted Data, applications and databases for testing, system maintenance, support, and as needed to investigate alleged privacy violations and security incidents. Such information shall be restricted to authorized personnel on a need to know basis. SNOVASYS shall access such information only for purposes authorized by this Agreement and the Business Associate Agreement.

**8.1 Rights of Both Parties in SAAS Outputs.** The parties acknowledge that certain outputs from the SAAS ("SAAS Outputs") may be produced and provided by SNOVASYS pursuant to this Agreement and may comprise derivative works in which both parties will have interests. SNOVASYS hereby grants Client a perpetual, non-exclusive license to use the SAAS Outputs for Client's internal business purpose to support its medical, clinical, and administrative practice or facility, but Client shall not use the SAAS Outputs to, or assist others to, reverse-engineer the SAAS or create a competitive platform and will not distribute SAAS Outputs to third parties (or otherwise use the SAAS) to operate, or in connection with operating, a service bureau in which Client provides workforce management and related services to third parties. Subject to SNOVASYS'S obligations under this Agreement, SNOVASYS shall have the right to use the SAAS Outputs to develop new applications, services or functionality for the SAAS provided such developments do not include.

**8.2 Confidential Information.** Both parties acknowledge that, in the course of this Agreement, certain confidential or proprietary information ("Confidential Information") may be disclosed solely for the purposes described herein. SNOVASYS'S Confidential Information includes, without limitation: the terms of this Agreement; the SAAS and any related applications, software, databases, source code, object code, documentation, trade secrets, other intellectual assets, systems information or business practices; and other information generally that the parties have indicated to be or should reasonably know to be sensitive, whether or not protected as property under the laws of any jurisdiction. Notwithstanding anything to the contrary in this Agreement, Client acknowledges that the structure, organization, and code of the SAAS are the valuable trade secrets and Confidential Information of SNOVASYS and its licensors, as applicable.

**8.3 Exceptions.** Confidential Information: shall not include information which can be demonstrated to be public information on the date this Agreement is executed or becomes public information subsequent to

such date through acts not attributable to Client or any User.

**8.4 Confidentiality Obligations.** A party who receives such Confidential Information from the other party will not disclose the same to third parties, other than disclosure to its employees and contractors who have a duty to comply with this provision, with such disclosure being made for the sole purpose of the party performing its rights and obligations under this Agreement. Additionally, Client shall require all Users to comply with the obligations of this Section 9. A party who receives such information from the other party will not use the same for any purpose other than for the purposes stated in this Agreement, and shall exercise the same degree of care and protection with respect to the disclosing party's Confidential Information that it exercises with respect to its own confidential information of a similar nature and, in any event, shall use reasonable care and take all reasonable precautions to prevent unauthorized disclosure of such Confidential Information to third parties.

**8.5 Continuing Obligation.** The obligation of non-disclosure and non-use with respect to Confidential Information shall survive the expiration or termination of this Agreement for a period of five (5) years and, with respect to any trade secret information, shall continue indefinitely as long as such information remains a trade secret of the disclosing party (or for so long as permitted by applicable law).

## **9. Limitation of Liability.**

**9.1 Maximum Liability.** Except with respect to Client's obligations to pay any outstanding amounts owed hereunder, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO SNOVASYS HEREUNDER DURING THE TWELVE MONTHS PREVIOUS TO THE EVENTS GIVING RISE TO SUCH CLAIM.

**9.2 No Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SNOVASYS AND ITS SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS OR GOODWILL OR FOR ANY SPECIAL,

INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM SNOVASYS'S OR SAAS'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT, FROM THE FURNISHING, PERFORMANCE OR LOSS OF USE OF SUCH PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, FROM ANY INTERRUPTION OF BUSINESS OR LOSS OF DATA, WHETHER RESULTING FROM BREACH OF CONTRACT OR OTHER LEGAL LIABILITY WHATSOEVER, EVEN IF SNOVASYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. Miscellaneous.**

**10.1 Assignment.** Neither party shall assign, delegate, sublicense, or transfer any of its obligations, responsibilities, rights or interests under this Agreement without the written consent of the other party, except to (a) a successor in a merger or a sale of all or substantially all of such party's capital stock, assets or business or (b) solely with respect to SNOVASYS, a majority owned subsidiary of SNOVASYS or an affiliate under the same common control as SNOVASYS. Any assignment, delegation, sublicensing, or transfer by either party in violation of this subsection shall be void and without force or effect.

**10.2 Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement because of causes beyond its reasonable control or because of any Act of God, accident to equipment or machinery; any fire, flood, hurricane, tornado, storm or other weather condition; any war, act of war, act of public enemy, terrorist act, sabotage, riot, civil disorder, act or decree of any governmental body; any failure of communications lines, transportation, light, electricity or power; any earthquake, civil disturbance, commotion, lockout, strike or other labor or industrial disturbance; or any illness, epidemic, quarantine, death or any other natural or artificial disaster (each, a "**Force Majeure Event**") the party who has been so affected shall promptly give notice to the other party and shall use commercially reasonable and diligent efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended and performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay. However, nothing provided herein shall excuse the delay of any payment that is validly due by Client under this Agreement. **Notices.** Unless expressly stated otherwise herein, any notice required or permitted to be given by a party pursuant to the terms of this Agreement shall be in writing and shall be deemed given

(a) when delivered personally, (b) on the next business day after timely delivery to an overnight courier, (c) on the third business day after deposit in the authorized mail (certified or registered mail return receipt requested, postage prepaid),

(d) when delivered via email to the notified party's email provider for delivery to such notified party, or (e) upon confirmation of receipt by facsimile transmission; in each case addressed (as applicable) to Client at the address identified on the Cover Page of this Agreement and to SNOVASYS to official registered address.

**10.3 Governing Law.** All questions concerning the validity, operation, interpretation, and construction of the Agreement will be governed by and determined in accordance with the substantive Indian laws without regard to its conflicts of law provisions. Other than as necessary to enforce any final judgment, award or determination, any action brought pursuant to or in connection with this Agreement shall be brought only in India without regard to its conflict of law's provisions.

**10.4 No Waiver.** Neither party shall by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as or constitute a continuing waiver of such breach or of other breaches of the same or other provisions of this Agreement.

**10.5 Cumulative Remedies.** Except as expressly stated otherwise herein, each party's rights and remedies provided for in this Agreement shall be cumulative, exercisable concurrently or separately, and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

**10.6 Amendments.** No amendment to this Agreement is effective unless it is in writing and signed by both parties to this Agreement.

**10.7 Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

**10.8 Entire Agreement.** This Agreement constitutes the complete and exclusive agreement respecting the subject matter hereto and supersedes and renders null and void all agreements and proposals (oral or written), understandings, representations, conditions, and other communications between the parties relating hereto agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter thereof, whether oral or written. The descriptive headings of the sections of this Agreement are inserted for convenience only, confer no rights or obligations on either party, and do not constitute a part of this Agreement.

**10.9 Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile signature, each of which shall be an original, and each of such counterparts together constitute but one and the same agreement.

**11. On-Premise Deployment Terms and Conditions**  
These additional terms and conditions ("On-Premise Terms")

apply to the hosting and deployment of Time Champ on your own servers ("On-Premise Deployment"). By choosing to deploy Time Champ On-Premise, you agree to abide by the following terms:

- **Responsibility for Server and Licenses:** The On-Premise Deployment option is provided solely for your convenience. It is your sole responsibility to acquire and maintain the server and any third-party licenses required for the proper functioning of Time Champ. Any additional licenses necessary for On-Premise Deployment must be purchased by you separately.
- **Deployment Setup:** Time Champ will provide setup documentation to assist your IT team in deploying Time Champ On-Premise. For any deployment-related inquiries, you may contact our support team at support@timechamp.io on a goodwill basis.
- **Prerequisites for On-Premise Deployment:** To qualify for On-Premise Deployment, you must meet 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 will be auto-renewed based on the subscription date indicated in your invoice. You have the option to discontinue the service by providing a written notice to Time Champ at least 30 days before the renewal date.
  - In the event of non-renewal, you must submit written confirmation that all traces and applications of Time Champ within your network have been dismantled. You are prohibited from reverse engineering Time Champ or facilitating reverse engineering to obtain Time Champ's trade secrets or sensitive business information.
- **Server Maintenance:**
  - Time Champ is a data-intensive application and requires regular maintenance to ensure smooth operation. You are responsible for the maintenance of the server hosting Time Champ.
  - On a goodwill basis, you may reach out to Time Champ support for inquiries related to your infrastructure and deployment.
- **Support Services:**
  - Time Champ offers support services available at pre-booked slots at a cost of 15 USD per hour to assist you with any issues or questions related to

the On-Premise Deployment.

- **Licensing Compliance:**
  - You must ensure that Time Champ's public site and its related license APIs are always accessible to Time Champ to maintain licensing compliance.
- **Additional On Premise Cost:**
  - The additional one-time cost that is charged for on-premise customers is only for the convenience of using Time Champ on on-premise. It does not necessitate us taking the responsibility of implementing the software in your servers or taking the responsibility of maintaining the app within your server thereafter.

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

- By commencing a trial of Time Champ (the "Product"), the user acknowledges and agrees to the following terms:
  - **Scope of Trial Features:** The features made available during the trial period are representative of the Product's capabilities at the time of access. Time Champ offers a comprehensive suite of features, and the trial version is designed to provide a robust preview of these functionalities.
  - **No Customization During Trial:** The trial version is provided "as-is," without any additional modifications or customizations to meet individual customer requirements beyond the features included in the trial version.
  - **Updates and Bug Fixes:** The ongoing development and enhancement of Time Champ, including bug fixes and updates, are at the sole discretion of the Time Champ release team. New features and improvements are rolled out in accordance with our internal schedules and service level agreements (SLAs).
  - **Limitations and Scope:** Like all software products, Time Champ is subject to certain limitations and the scope of the product may evolve over time. Customers should be aware that not every conceivable feature or customization may be provided.
  - **Supported Operating Systems:** Time Champ is designed to operate on a range of operating systems, ensuring broad compatibility for users. However, certain features may vary by operating system. The following operating systems are supported:
    - **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 task tracking on the client side is not available for macOS.
    - **Linux:** Time Champ is supported on Linux distributions starting from version 16.04 LTS up to version 22.04 LTS. It is important to note that for Linux 22.04 LTS, Time Champ is only functional if the Wayland display server protocol is disabled, as the tracker is not compatible with Wayland.
    - **Feature Limitations on Certain Operating Systems:** Users should be aware that some trackers within Time

Champ may not have a full feature set on certain operating systems, such as Linux and macOS, where client-side task tracking is not available. These limitations should be evaluated during the trial period.

- By proceeding with the trial, the user accepts these terms and agrees that their experience during the trial period will be indicative of the Product's current state, without any obligation on the part of Time Champ to provide additional features or customization.

### **13. WhatsApp Support Terms**

These terms ("WhatsApp Support Terms") pertain to the usage of WhatsApp support services provided by Time Champ for customers with more than 20 license subscriptions on a yearly basis. By using WhatsApp support services, you agree to the following terms:

- **Respectful Communication:** You must engage with everyone in the WhatsApp support group in a respectful and courteous manner. Disruptive or disrespectful behavior will not be tolerated.
- **Group Closure Rights:** Time Champ reserves the right to close the WhatsApp support group at its discretion. Closure may occur for reasons including but not limited to non-compliance with these terms, misuse of the group, or any behavior deemed detrimental to the support community.
- **Eligibility:** WhatsApp support services are exclusively available to Time Champ customers with more than 20 license subscriptions on a yearly basis. Customers who meet this eligibility criteria may access WhatsApp support.
- **Support Duration:** WhatsApp support services will be available for the duration of your yearly subscription. Time Champ will provide support during this period.

By participating in the WhatsApp support group, you acknowledge and accept these WhatsApp Support Terms as an integral part of your engagement with Time Champ's support services.

## **Service Level Agreement**

### **SOFTWARE AVAILABILITY**

SNOVASYS uses reasonable efforts to make the SAAS Services accessible 24 hours, seven days a week; however, there will be instances when the SAAS Service will be interrupted for maintenance, upgrades or emergency repairs and/or due to other reasons beyond the control of SNOVASYS, such as failures or delays of the Internet, third party services, and equipment. From time to time, SNOVASYS and its service providers may perform scheduled or unscheduled maintenance as may

be necessary to maintain the proper operation of the SAAS, and access to SNOVASYS and the Hosted Data may be impaired or interrupted while such maintenance is being performed. Snovasys will upgrade or fix the product without notification to the end users at times that is convenient for Snovasys considering minimizing the downtime as much as practical.

### **Professional Services Terms and Conditions**

**1. Scope of Services.** The technology, consulting, and other professional services to be provided by SNOVASYS (the "Services") will be described on the relevant Statement of Work executed by the parties. SNOVASYS shall devote reasonable effort to perform the Services, and SNOVASYS shall perform the Services when and where as SNOVASYS shall determine in its sole discretion. SNOVASYS does not guarantee any level of results from the Services.

**2. Modifications.** Client may request changes that affect the scope or duration of the Services. If Client requests any such changes, then SNOVASYS shall promptly notify Client if it believes that an adjustment in the fees to be paid to SNOVASYS or the completion date of any Services is required. If the parties have mutually determined that any such adjustment is necessary, the parties shall negotiate in good faith to agree upon a reasonable and equitable adjustment to the fees to be paid to SNOVASYS and shall amend the SOW accordingly. All the customizations for the product that are requested by the end clients or from within Snovasys, would become part of the Intellectual Property of the product and could be further sold in the future versions of the product or other customers might get these as part of the regular upgrades. All the product features or customizations Intellectual Property would be sole property of Snovasys and customer would not get a claim on the Intellectual Property directly or indirectly.

### **3. LifeTime Services Conditions:**

- **15-Year Service Duration:** Upon the purchase of licenses, customers are granted a comprehensive service coverage lasting for a period of 15 years from the date of license acquisition.
- **Version Decommission Upgrade:** If the version of the software installed within the customer's infrastructure was decommissioned, customers are entitled to receive an automatic upgrade to the latest supported version. This ensures that customers consistently have access to the most up-to-date features and functionalities.
- **Support Ticket Access:** Customers are provided with a dedicated channel for support ticket submission via email at support@timechamp.io. This direct communication line facilitates efficient communication between customers and our support team, ensuring prompt assistance and issue resolution.
- **SLA Adherence:** Our support team is committed to

upholding predefined Service Level Agreements (SLAs), guaranteeing timely responses and resolutions to customer queries and issues. This adherence to SLAs ensures that customers receive the high-quality support they require within agreed-upon timeframes.

- **Service Continuation:** Services are assured for the entirety of the customer's operational lifespan. However, in the event of the company's closure or cessation of operations, service provision will cease accordingly. This ensures that resources are allocated efficiently and responsibly, aligning with the customer's operational status.

**4. Non-Solicitation.** During the term of SNOVASYS'S engagement by the Client to perform the Services and for a period of one (1) year from and after the termination of the applicable Statement of Work with SNOVASYS, neither party, nor any of their directors, officers, shareholders, members, partners, employees or agents shall, at any time during such period solicit, recruit, hire, contract for services or otherwise employ, directly or indirectly, any of the employees, contractors or representatives of the other party.

**5. Facilities.** Client shall permit SNOVASYS to have reasonable access to Client's facilities and systems as reasonably necessary to provide the Services, including, without limitation, access to all technical data, computer facilities, programs, files, documentation and test data. SNOVASYS shall obey all reasonable and generally applicable rules and procedures at Client's facilities, provided that Client has provided SNOVASYS with copies of such rules and procedures in advance. Client's facilities shall be reasonably safe and sanitary; shall have normal and customary utilities and office support services suitable for the performance of the Services; and shall have normal and adequate offices and office furniture.

**6. Client Personnel.** To the extent that Client's personnel are to work with SNOVASYS or its personnel in connection with the Services, Client must assign Client personnel having skills commensurate with their role with respect to such engagement. To the extent that Client's failure to assign such personnel materially interferes with SNOVASYS'S ability to perform the Services, then SNOVASYS shall be excused from performance of the applicable Services and the parties shall negotiate in good faith a reasonable and equitable adjustment to the Fees (as defined below) and the scope of the Services.

**7. Information.** Client acknowledges and agrees that SNOVASYS may, during the provision of the Services, be dependent upon or use technical data, material and other information furnished by the Client. Client warrants the accuracy and completeness of such information, and SNOVASYS shall be entitled to rely upon the accuracy and completeness of such information during the

provision of the Services with no obligation to make an independent investigation or inquiry. Client shall promptly inform SNOVASYS of any changes in data, material and other information previously furnished by it.

**8. Ownership of Deliverables.** The parties agree, except for specific projects and deliverables agreed upon in writing by the parties, that all documents, designs, inventions, data and other tangible materials authored or prepared by SNOVASYS for Client that result from the performance of the Services (the "Deliverables"). Client agrees to render, at Client's sole cost and expense, all reasonably required assistance to SNOVASYS to protect SNOVASYS'S ownership rights in the Deliverables, including, without limitation, assignments, bills of sale or other documents necessary to assign or transfer the intellectual property in the Deliverables. As part of SNOVASYS'S provision of the Services hereunder, SNOVASYS may utilize its proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Client, including without limitation methodologies, templates, flowcharts, architecture 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, which have been originated, developed or purchased by SNOVASYS or by third parties under contract to SNOVASYS (all of the foregoing, collectively, "Background Technology"). The Background Technology and SNOVASYS'S administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of SNOVASYS.

**9. License of Background Technology and Deliverables.** To the extent that Client utilizes any of the Background Technology as part of SNOVASYS'S provision of the Services hereunder, SNOVASYS hereby grants to Client a fully paid-up, royalty-free, non-exclusive, non-transferable, non-assignable and revocable license to use such Background Technology in connection with the Services, which license shall expire upon termination of the Services. Upon to delivery of any Deliverable to Client, SNOVASYS also hereby grants to 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, which license shall expire upon termination of the Services.

**10. General Skills or Knowledge.** Notwithstanding anything to the contrary in this Addendum, neither SNOVASYS nor its personnel (including, but not limited to, ~~principals~~ or employees) shall in any event be prohibited, enjoined or otherwise impeded at any time or in any fashion by the Client from employing, enhancing or otherwise utilizing any General Skills or Knowledge. For purposes of the foregoing, "General Skills or Knowledge" means all general skills, knowledge, techniques or methods used by SNOVASYS or its personnel in their



work, and includes any know- how, experience, expertise, skill or knowledge that is previously known or used by such personnel or that maybe learned or acquired by such personnel during the course of performing the Services , as well as 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 SNOVASYS in another engagement for another client

## 11. 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