End User Subscription Agreement

Rubypixels Private Limited (hereinafter "Rubypixels") headquartered at 492, 1st Stage, 1st Block, Banasankari, Bangalore – 560050 and

R.V. Institute of Management,

(hereinafter "Organization") hereby agree as follows:

Number of Subscriptions/Users: 05

Term of Subscription: 1 Year

1.0 Subscription Rights, Restrictions and Ownership

1.1 Grant to Organization.

(a) A "Subscription User" means one single identified individual (Named-user). Under the terms, the Software is licensed for use by a set of users chosen by the Organization. Organization provides the list of user emails for which software access must be granted for a given time period. User accounts may not be shared or re-assigned. Notwithstanding the foregoing, you may request to terminate a named User and assign the named User's subscription to a new named User. For the avoidance of doubts multiple individuals are not allowed to share the same "Subscription User" login in any way, whether concurrently or non-concurrently.

"Subscription User" means a part time employee, full time employee, contractor or agent of the Organization and its Affiliates authorized by Organization to use the Software per the terms of this Agreement, and all users of the Organization will be referred as "Subscription Users".

(b) For the term of Organization's Subscription Period (defined below) and subject to Organization's payment of the Subscription Fee (defined below), Rubypixels Ptd Ltd. ("Rubypixels") grants Organization: 1) the non-exclusive, non-transferable, non-sublicensable right to use the Software only for Organization's own internal use of the Software and limited to the number of Subscription Users for which Organization has paid the applicable fee; and 2) the right to receive support as per the support agreement.

1.2 Restrictions.

Organization shall not, directly or indirectly: (i) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to: (a) the Software, (b) any modified version or derivative work of the Software, or (ii) remove or alter any copyright, trademark or proprietary notice in the Software; (iii) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency; (iv) reverse engineer, decompile or modify any encrypted or encoded portion of the Software. T he violation of this prohibition shall be deemed a material breach of this Agreement and Rubypixels may immediately terminate this Agreement.

2.0 Fees and Payment.

2.1 Subscription User Accounts.

Company shall designate a Subscription Administrator and notify Rubypixels the contact information for said Subscription Administrator. The Subscription Administrator may add Subscription Users to the Company's subscription for the Software by placing an order with Rubypixels . Company is responsible for all activity occurring under Company's Subscription User's accounts. Company shall notify Rubypixels immediately of any unauthorized use of any password, account, copying or unauthorized distribution of the Subscription

2.2 Subscription Fee.

Company shall pay to Rubypixels an amount specified on Rubypixels's 's quotation/order form/invoice/pricelist for the number of Subscription Users that Company selects ("Subscription Fee"). Except as otherwise specified herein or in an quotation/order form/invoice/pricelist (i) payment obligations are non-cancelable and Subscription Fees paid are non-refundable, and (ii) the number of User subscriptions purchased cannot be decreased during the subscription term

3.0 Warranty.

3.1 General Warranty.

Each Party represents and warrants to the other Party that it has the power and authority to enter into the Agreement.

3.2 Subscription Services Warranty.

Rubypixels warrants the Subscription Services, under normal use, will (i) perform materially in accordance with the applicable documentation provided by Rubypixels; and (ii) be provided in a manner consistent with generally accepted industry standards.

3.3 Disclaimer of Warranty.

To the maximum extent permitted by applicable law, except as expressly stated in this agreement, the software as provided by Rubypixels or associated company is provided and licensed "as is" without warranty of any kind, either express, implied, statutory or otherwise, including, but not limited to the implied warranties of merchantability, non-infringement and fitness for a particular purpose. Rubypixels does not warrant or guarantee that the use of the software will be uninterrupted or error free. Except for the express warranties above, and to the maximum extent permitted by law, marketo and its third party providers disclaim all express, implied or statutory warranties, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement. Rubypixels does not warrant the reliability, timeliness, suitability, or accuracy of the subscription services or the results customer may obtain by using the subscription services. Marketo does not warrant uninterrupted or error-free operation of the subscription services or that marketo will correct all defects or prevent third marketo_inc_clickthrough_v02.01.2018 marketo confidential page 4 party disruptions or unauthorized third party access. Marketo disclaims all failures, delays, and other problems inherent in the use of the internet.

4.0 Limitation of Liability.

4.1 Force Majeure.

Except for the payment of fees, neither party shall be in breach of this Agreement due to failure of performance that arises out of causes beyond its reasonable control like situation caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication or cloud server provider outage that is not caused by the obligated Party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated Party. Each Party will use reasonable efforts to mitigate the effect of a force majeure event.

4.2 Disclaimer of Consequential Damages.

To the maximum extent permitted by applicable law, in no event will Rubypixels be liable for any indirect, special, incidental, consequential or exemplary damages arising out of or in any way relating to this agreement or the use of or inability to use the software or documentation including, without limitation, damages for loss of goodwill, work stoppage, lost profits, loss of data, computer failure or any and all other commercial damages or losses even if advised of the possibility thereof and regardless of the legal or equitable theory (contract, tort (including negligence) or otherwise) upon which the claim is based.

4.3 Limitation of All Damages.

In no event shall Rubypixels's 's liability hereunder for claims in the aggregate, exceed the amount that company paid to Rubypixels under this agreement during the three (3) months immediately preceding the act or omission giving rise to the liability. Rubypixels is not liable for damages of (i) loss of revenue, anticipated profits, business, savings, goodwill or data, (ii) any failure of performance, error, omission, denial of service attack, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, and (iii) third party theft of, destruction of, unauthorized access to, alteration of, or use of the Customer's information, equipment, or property.

5.0 Product Changes

Rubypixels reserves the right to change or discontinue individual features within the Subscription Services upon prior written notice via the Subscription Services portal.

6.0 EUSA Changes

Rubypixels reserves the right to modify this EUSA and continued use of the application after Rubypixels publishes notice of changes to this EUSA indicates your consent to the updated terms.

7.0 Governing Law.

EUSA is governed by the laws of country of India and state of Karnataka.

For Rubypixels

Dated : 15-05-2019

MURALI . B., CEO

For Organization,

Director
R.V. INSTITUTE OF MANAGEMENT
C.A. 17, 36th Cross, 26th Main,
4th 'T' Block, Jayanagar,
BANGALORE - 560 041.