

TERMS OF USE

IngeneroX Platform Website and Online Services Ingenero Technologies (India) Private Limited

1. Introduction and Acceptance

These Terms of Use (the "**Terms**") govern your access to and use of the websites, web pages, sub-domains, portals and online properties operated by or on behalf of **Ingenero Technologies (India) Private Limited** and its affiliates (collectively, "**Ingenero**", "**we**", "**us**" or "**our**") that link to or reference these Terms (each, a "**Site**"), together with any content, documentation, tools, demonstrations, downloads, forms and other materials made available through them (collectively, the "**Site Services**").

Ingenero operates the Site to provide information about Ingenero and about the **IngeneroX** industrial artificial intelligence and analytics platform and its constituent modules, to enable prospective and existing customers to request demonstrations and information, and to make documentation, resources and support materials available to authorised users.

By accessing, browsing, registering with or otherwise using the Site, you confirm that you have read, understood and agree to be bound by these Terms and by the Ingenero Privacy Policy, which is incorporated into these Terms by reference. If you do not agree to these Terms, you must not access or use the Site.

We may amend these Terms at any time by posting a revised version to the Site. Amendments take effect upon posting unless a later effective date is stated. Your continued use of the Site after a revised version is posted constitutes your acceptance of that version. The "Last Revised" date above indicates when these Terms were most recently changed, and we encourage you to review them periodically.

2. Definitions

In these Terms, the following capitalised expressions have the meanings given below. Capitalised terms used but not defined in these Terms have the meanings given to them in the Platform Agreement (as defined below).

- "**Content**" means all information, text, data, documentation, white papers, case studies, specifications, images, graphics, video, audio, software, code, user interfaces, page layouts and other works and materials that you may view, hear, download or otherwise access on or through the Site.
- "**IngeneroX Platform**" or "**Platform**" means the Ingenero artificial intelligence and analytics software platform, including its modules (including without limitation AlertX, MonitorX, TrendX, DashX, OptimaX, InsightX, NotifyX, BaseX, AlgoX, CalcX, APCPerformX, DataHubX and PEnAI), together with all associated tools, APIs, interfaces, trained models, algorithms and documentation.
- "**Platform Agreement**" means the Platform Access and Product License Agreement, Order Form, master services agreement, statement of work, subscription agreement, evaluation agreement or other written agreement executed between Ingenero and a customer entity that governs that entity's access to and use of the IngeneroX Platform.
- "**Registered Area**" means any part of the Site to which access requires registration, an account, an invitation, a licence key, a password or other credential, including customer portals, documentation libraries, knowledge bases, download areas and evaluation or demonstration environments.
- "**Submission**" means any information, material, data, file, communication or other content that you upload to, post on, transmit through or otherwise provide via the Site, including registration details, enquiry text, uploaded documents and responses to forms or surveys.
- "**you**" or "**your**" means the individual accessing or using the Site and, where that individual acts on behalf of an organisation, that organisation. If you access the Site on behalf of an organisation, you represent that

you are authorised to bind that organisation to these Terms, and "you" refers to both you and that organisation jointly and severally.

3. Relationship to the Platform Agreement and Other Terms

These Terms govern the Site only. They do not grant any right to access or use the IngeneroX Platform.

Access to and use of the IngeneroX Platform, and of any solution, model, dashboard, advisory output or work product developed on or generated by the Platform, is governed exclusively by the applicable Platform Agreement between Ingenero and the relevant customer entity. Nothing in these Terms varies, supersedes, expands or limits any Platform Agreement.

Where a conflict or inconsistency arises between these Terms and a Platform Agreement in relation to the IngeneroX Platform, the Platform Agreement prevails. Where a conflict arises in relation to the Site, these Terms prevail.

Additional or supplemental terms may apply to specific parts of the Site or to specific offerings — for example, evaluation environment terms, event and webinar registration terms, developer or API programme terms, marketplace listing terms, or promotional terms. Where such supplemental terms are presented to you, they form part of these Terms in relation to that offering, and in the event of conflict the supplemental terms prevail to the extent of the inconsistency.

4. Business Use Only; Eligibility

The Site, the Content and the IngeneroX Platform are intended solely for **business-to-business (B2B) commercial use** by industrial, engineering, manufacturing and process organisations and their personnel and advisers. They are not directed at, offered to, or intended for use by individual consumers.

By using the Site you represent and warrant that:

- you are at least eighteen (18) years of age and have the legal capacity to enter into a binding agreement;
- you are accessing the Site in a business, professional or commercial capacity and not as a consumer;
- where you act on behalf of an organisation, you have the authority to bind that organisation to these Terms; and
- all information you provide to us through the Site is true, accurate, current and complete, and you will keep it updated.

We reserve the right to refuse, restrict, suspend or withdraw access to the Site or any part of it, to any person or organisation, at our sole discretion and without notice or liability.

5. Permitted Use of the Site

Subject to your continuing compliance with these Terms, Ingenero grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable and personal right to access and view the Site and the Content for the following purposes only:

- evaluating, procuring, deploying or supporting the IngeneroX Platform and related Ingenero products and services for the internal business purposes of your organisation;
- accessing documentation, release notes, technical resources and support materials that Ingenero makes available to you as an authorised user; and
- communicating with Ingenero regarding its products, services, partnerships or employment opportunities.

You may print or download a reasonable number of copies of Content that Ingenero expressly makes available for download, solely for the internal, non-commercial reference use of your organisation, provided that you retain all copyright, trademark and proprietary notices and do not alter the Content in any way.

All rights not expressly granted in these Terms are reserved by Ingenero and its licensors. No right or licence is granted by implication, estoppel or otherwise.

6. Prohibited Use of the Site

You must not, and must not permit or enable any other person to:

- use the Site or the Content in breach of these Terms or of any applicable law, regulation, sanction, export control or third-party right;
- copy, reproduce, republish, mirror, frame, scrape, harvest, index, cache, translate, adapt, modify, create derivative works from, distribute, sell, licence, sublicense, rent, lease, transmit, broadcast, publicly display or commercially exploit the Site or any Content, except as expressly permitted in Section 5;
- reverse engineer, decompile, disassemble, decrypt, trace or otherwise attempt to derive or extract the source code, object code, underlying ideas, algorithms, model weights, model architectures, training data, file formats, data structures or interface protocols of the Site, the Content or the IngeneroX Platform;
- use the Site or the Content, or any benchmark, output, screenshot, specification or interface derived from them, to design, develop, train, validate, market or support a product or service that competes with the IngeneroX Platform or with any Ingenero offering, or to assist any third party in doing so;
- provide, facilitate or enable access to the Site, the Content or the IngeneroX Platform — whether directly or indirectly — to any actual or potential competitor of Ingenero;
- use any robot, spider, crawler, scraper, automated agent, script, bot or other automated means to access, monitor, index or copy the Site, or to submit forms, create accounts or generate requests, except for search-engine crawlers operating in compliance with our published robots.txt file;
- use the Site or any Content to develop, train, fine-tune, evaluate or ground any machine learning model, large language model, embedding index or retrieval corpus, whether for internal or external use, without our prior written consent;
- use the Site in any way that damages, disables, overburdens, degrades or impairs the Site or any Ingenero system, or that interferes with any other party's use of the Site;
- attempt to gain unauthorised access to the Site, to any Registered Area, to any account other than your own, or to any server, network, system or data connected to the Site, whether by hacking, credential harvesting, password mining, session hijacking or any other means;
- access the Site by any means other than the interfaces expressly provided by Ingenero for that purpose;
- circumvent, disable, defeat or interfere with any authentication, security, rate-limiting, access-control, digital rights management or usage-monitoring feature of the Site;
- upload, transmit or introduce any virus, worm, trojan, ransomware, logic bomb, malicious code or other harmful component;
- impersonate any person or entity, misrepresent your affiliation with any person or entity, or use a false identity, alias or disposable credential to register for or access any Registered Area;
- remove, obscure, alter or falsify any copyright, trademark, confidentiality, attribution or other proprietary notice appearing on or in the Site or the Content; or
- use the Site to transmit unsolicited commercial communications, chain communications, advertising or promotional material.

Any unauthorised use of the Site or the Content may infringe copyright, trademark, trade secret, database, patent and other laws and may give rise to civil and criminal liability.

7. Accounts, Credentials and Registered Areas

Certain parts of the Site are Registered Areas. Where you are issued or create credentials to access a Registered Area:

- credentials are personal to the named individual, are issued on a named-user basis, and must not be shared, transferred, resold or used concurrently by more than one individual;
- you are responsible for maintaining the confidentiality of your credentials and for all activity conducted under them, whether or not authorised by you;
- you must use a corporate email address of the organisation you represent and must not register using personal, temporary or disposable email addresses;
- you must enable and use multi-factor authentication or single sign-on where offered; and
- you must notify Ingenero immediately, using the contact route published on the Site, upon becoming aware of any actual or suspected unauthorised use of, or unauthorised access to, your credentials or account.

Ingenero may suspend, disable, reset or terminate any account or credential at any time, with or without notice, including where we reasonably believe these Terms have been breached, where an account has been inactive, or where the individual concerned ceases to be employed or engaged by the organisation on whose behalf the account was issued. You must notify Ingenero promptly when an authorised individual leaves your organisation or changes role such that access is no longer required.

8. Demonstrations, Evaluations and Trial Environments

Ingenero may make demonstration environments, sandboxes, proof-of-concept deployments, pilot instances or trial access to the IngeneroX Platform available through or in connection with the Site. Unless a separate written agreement expressly provides otherwise:

- such environments are provided **solely for evaluation purposes**, on an "as is" and "as available" basis, without any warranty, service level, availability commitment, support obligation or indemnity of any kind;
- such environments must **not** be connected to, integrated with, or used to influence any live, production or safety-related industrial process, and must not be connected to any DCS, PLC, SIS, APC or other process control or safety instrumented system in a closed-loop or write-enabled configuration;
- you must not upload to any demonstration or trial environment any personal data, sensitive personal data, export-controlled data, classified data, or any data whose disclosure would breach a confidentiality obligation owed to a third party, unless expressly agreed in writing in advance;
- data, configurations, models and outputs in demonstration and trial environments may be deleted at any time and without notice, and Ingenero has no obligation to retain, back up, export or return them; and
- Ingenero may modify, suspend, restrict or terminate any demonstration or trial environment at any time, at its sole discretion, without notice or liability.

Any use of an evaluation or demonstration environment in a live production or safety-related context is entirely at your own risk and is expressly outside the scope of any Ingenero warranty or liability.

9. No Engineering, Process Safety or Professional Advice

The Content is provided for **general informational and marketing purposes only**. It is not, and must not be relied upon as, engineering advice, process design advice, process safety advice, metallurgical or materials advice, operational guidance, regulatory or compliance advice, or legal, financial, tax or investment advice.

Case studies, benchmarks, performance figures, savings estimates, payback calculations, model accuracy statistics and similar information appearing on the Site describe outcomes achieved in specific installations under specific conditions. They are **illustrative only** and are not a representation, warranty, guarantee or projection of the results that you or any other organisation will achieve. Actual results depend on plant configuration, feedstock, instrumentation quality, data availability, control system architecture, operating philosophy, personnel practices and many other factors outside Ingenero's control.

You are solely responsible for all decisions taken in reliance on the Content. No information on the Site may be used as a substitute for the exercise of professional engineering judgement, for validated process safety analysis, for hazard and operability study (HAZOP), layer of protection analysis (LOPA) or safety integrity level (SIL) assessment, or for compliance with applicable process safety standards including IEC 61511, ISA-84, IEC 62443 and any applicable national or site-specific standards. Independent, qualified verification must be obtained before acting on any Content in an operating environment.

10. AI-Generated and Algorithmic Content

Parts of the Site may incorporate artificial intelligence features, including conversational assistants, retrieval-augmented generation, search and summarisation tools, and automated recommendation features (which may be powered by Ingenero's PEnAI components or by third-party models).

You acknowledge and agree that:

- AI-generated output is produced algorithmically, is probabilistic in nature, and may be incomplete, inaccurate, outdated, internally inconsistent or misleading;
- AI-generated output does not constitute a statement, representation, warranty, commitment, quotation or offer by Ingenero, and does not create any contractual obligation;
- you must independently verify any AI-generated output before relying on it for any purpose, and must not rely on it for any operational, safety-related, commercial or regulatory decision;
- you must not submit personal data, sensitive personal data, confidential information belonging to a third party, credentials, or export-controlled or otherwise restricted information into any AI feature on the Site; and
- inputs to and outputs from AI features may be logged, monitored, reviewed and analysed for security, abuse-prevention, quality-assurance and service-improvement purposes, as further described in the Privacy Policy.

11. Intellectual Property and Trademarks

11.1 Ownership

The Site and all Content are owned by Ingenero or its licensors and are protected by copyright, trademark, trade secret, database, design and other intellectual property laws in India and other jurisdictions, and by applicable international treaties. Ingenero retains all right, title and interest in and to the Site, the Content, the IngeneroX Platform and all associated intellectual property rights.

The selection, arrangement, coordination, structure, look and feel, colour scheme, layout and design of the Site constitute protected trade dress and compilation copyright of Ingenero.

11.2 Trademarks

You are granted no right or licence to use any Ingenero trademark, logo or trade dress. You must not use them in any manner that is likely to cause confusion, that disparages or discredits Ingenero, or that suggests sponsorship, endorsement, affiliation or approval by Ingenero, without our prior written consent in each instance.

All other trademarks, product names, company names and logos appearing on the Site — including those of process control system, historian and cloud infrastructure vendors — are the property of their respective owners. Their appearance on the Site is for identification and interoperability-reference purposes only and does not imply any affiliation, partnership, sponsorship or endorsement unless expressly stated.

11.3 Notices of Claimed Infringement

Ingenero respects the intellectual property rights of others and expects users of the Site to do the same. If you believe that material accessible on or from the Site infringes your copyright or other intellectual property rights, please send a written notice to the address set out in Section 26, marked for the attention of the Legal Department, including: (i) identification of the work claimed to be infringed; (ii) identification of the material claimed to be infringing and information sufficient to locate it; (iii) your contact details; (iv) a statement that you have a good-faith belief that the use is not authorised by the rights owner, its agent or the law; (v) a statement that the information in the notice is accurate and that you are authorised to act on behalf of the rights owner; and (vi) your physical or electronic signature.

We will acknowledge receipt of a valid notice within twenty-four (24) hours and will endeavour to resolve it within fifteen (15) days. Ingenero may, at its sole discretion, remove or disable access to material alleged to be infringing, and may suspend or terminate the access of any user who repeatedly infringes the rights of others.

12. Submissions and Feedback

12.1 Your Submissions

You represent and warrant that, in respect of every Submission you make through the Site: (i) you own it or hold all rights, consents, authorisations, releases and licences necessary to provide it to Ingenero and to permit Ingenero to use it as contemplated by these Terms; (ii) it does not infringe or misappropriate any patent, copyright, trademark, trade secret, database right, right of privacy, right of publicity, moral right or other right of any person; (iii) it does not breach any confidentiality, non-disclosure or other obligation owed by you to any third party; (iv) it is accurate and not false, fictitious, deceptive or misleading; and (v) it does not contain any unlawful, defamatory, harassing, threatening, obscene, discriminatory or otherwise objectionable material, or any malicious code.

You must not submit through the Site any personal data other than routine business contact details, and must not submit any special category or sensitive personal data, any payment card data, any government identification numbers, any export-controlled technical data, or any information subject to a third-party confidentiality obligation.

Ingenero does not claim ownership of your Submissions. You grant Ingenero a non-exclusive, worldwide, royalty-free, transferable and sublicensable licence to host, store, reproduce, process and use your Submissions to the extent necessary to respond to your enquiry, to provide the Site Services, to operate and secure the Site, and to comply with applicable law. Ingenero has no obligation to monitor, review, store, retain or return Submissions, and may remove or delete any Submission at any time.

12.2 Feedback

If you provide Ingenero with any suggestion, idea, enhancement request, feature request, recommendation, correction, review, benchmark observation or other feedback relating to the Site, the IngeneroX Platform or any Ingenero product or service ("**Feedback**"), you grant Ingenero a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable and sublicensable licence to use, reproduce, modify, incorporate, distribute and commercially exploit that Feedback for any purpose, without attribution, compensation, accounting or any obligation to you.

Ingenero owns all intellectual property rights in any product, service, feature or improvement it develops that incorporates or is derived from Feedback. You represent and warrant that you will not provide any Feedback that you know or have reason to believe is subject to a third-party intellectual property right or that would impose any licence, disclosure or other obligation on Ingenero.

13. Security Testing, Benchmarking and Vulnerability Disclosure

You must not perform, commission, publish or otherwise release any penetration test, vulnerability scan, security assessment, security audit, load or stress test, performance benchmark or comparative evaluation of the Site or of the IngeneroX Platform without Ingenero's prior express written consent in each instance.

Where such an exercise is conducted with Ingenero's prior written consent, all data, results and findings arising from it constitute Ingenero's confidential information, must be shared with Ingenero, and must not be disclosed to any third party or published without Ingenero's prior written consent.

Responsible disclosure. If you discover or suspect a security vulnerability affecting the Site or the IngeneroX Platform, please report it promptly and in confidence using the contact route published on the Site. Please provide sufficient detail to allow reproduction, do not access, modify, exfiltrate or destroy any data belonging to Ingenero or any third party, do not degrade or disrupt any service, and do not disclose the vulnerability publicly or to any third party until Ingenero has confirmed that a remediation has been deployed or until ninety (90) days have elapsed from your report, whichever is earlier. Ingenero will acknowledge good-faith reports and will not pursue action against researchers who comply with this paragraph.

14. Third-Party Sites, Services and Marketplaces

The Site may contain links to, or integrations with, third-party websites, platforms, cloud marketplaces, content, applications and services, including those of cloud infrastructure providers, technology partners, system integrators, resellers and industry bodies. Such links and integrations are provided for convenience and information only.

Ingenero does not control, endorse, sponsor, verify or assume responsibility for any third-party site, service or content, or for their availability, accuracy, security, legality or privacy practices. When you follow a link away from the Site, you leave the Site, and these Terms and the Ingenero Privacy Policy cease to apply. Your dealings with any third party, including any purchase, licence, delivery, payment or support arrangement, are solely between you and that third party. Ingenero has no liability in respect of any such dealing.

Where the IngeneroX Platform is procured through a third-party marketplace (for example, the Microsoft Azure Marketplace or a comparable cloud marketplace), that marketplace's own terms govern the transaction as between you and the marketplace operator, in addition to the applicable Platform Agreement between you and Ingenero.

15. Downloads, Documentation and Software

Any software, installer, container image, connector, SDK, script, sample code, template, driver or utility made available for download through the Site ("**Downloadable Software**") is licensed, not sold, and its use is governed by the licence terms accompanying it or by the applicable Platform Agreement. In the absence of such terms, Downloadable Software may be used solely for internal evaluation of the IngeneroX Platform and for no other purpose.

Documentation, datasheets, architecture guides and technical resources made available through the Site are provided for reference only, may relate to a particular Platform version, and are subject to change without notice. They do not form part of any specification, warranty or contractual commitment unless expressly incorporated into a Platform Agreement.

Ingenero does not warrant that any file available for download from the Site is free from viruses, worms, trojans or other harmful components. **You are responsible for implementing appropriate anti-malware scanning, integrity verification, sandboxing and change-control procedures — and, where the file is intended for an operational technology environment, for verifying it in an isolated non-production environment before any deployment.**

Downloadable Software may incorporate third-party open-source components, which are licensed under their own terms. Where applicable, those terms and the associated attribution notices accompany the download or are made available on request. To the extent an open-source licence conflicts with these Terms in respect of the relevant component, the open-source licence prevails for that component.

16. Availability, Changes and Accuracy

The Site is provided on an "as available" basis. Ingenero does not warrant that the Site will be available, uninterrupted, timely, secure or error-free, and may modify, suspend, restrict, relocate or discontinue the Site or any part of it, permanently or temporarily, at any time and without notice or liability.

The Content may contain typographical errors, technical inaccuracies, omissions or out-of-date information, and may describe products, modules, features or capabilities that are not available in all regions or that are subject to change, deprecation or withdrawal. Any statement regarding future functionality, roadmap or timing is provided for information only, does not constitute a commitment, promise or contractual obligation, and must not be relied upon in making a purchasing decision. Ingenero reserves the right to correct, change or update the Content at any time without notice, but assumes no obligation to do so.

17. Privacy and Cookies

Ingenero's collection, use, disclosure and protection of personal data in connection with the Site is described in the **Ingenero Privacy Policy** and in the **Cookie Notice** and the preference tool presented on the Site. The Privacy Policy is incorporated into these Terms by reference. Please read it carefully before using the Site.

The Privacy Policy describes, among other things, the distinction between (i) personal data that Ingenero collects and controls in connection with the Site and its own business activities, and (ii) customer process data and other data processed within the IngeneroX Platform on behalf of a customer, which is governed by the applicable Platform Agreement and any associated data processing terms.

18. Export Control, Sanctions and Anti-Corruption

You must comply with all applicable export control, re-export, import, customs, economic sanctions and trade restriction laws and regulations, including those of India, the United States (including the Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control), the European Union and the United Kingdom.

You represent and warrant that you are not, and are not owned or controlled by or acting on behalf of, any person or entity that is: (i) located in, organised under the laws of, or ordinarily resident in any country or territory subject to comprehensive sanctions; or (ii) named on any restricted-party, denied-persons, entity, sanctioned-nationals or debarred-parties list maintained by any competent authority. You must not access, download or use the Site, the Content or any Downloadable Software in breach of any such law, nor make any of them available to any person or destination so restricted.

You must comply with all applicable anti-bribery, anti-corruption, anti-money-laundering and anti-facilitation-of-tax-evasion laws, including the Indian Prevention of Corruption Act, 1988, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, in all dealings relating to Ingenero.

19. Disclaimer of Warranties

THE SITE, THE CONTENT, THE SITE SERVICES AND ALL DOWNLOADABLE SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OR TRADE PRACTICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INGENERO AND ITS AFFILIATES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS AND CHANNEL PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT. INGENERO MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, COMPLETENESS, SECURITY, ACCURACY OR CURRENCY OF THE SITE OR THE CONTENT FOR ANY PURPOSE, AND DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR ITS HOSTING INFRASTRUCTURE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM INGENERO OR THROUGH THE SITE, CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Nothing in these Terms excludes or limits any warranty, condition, right or remedy that cannot lawfully be excluded or limited under applicable law. Where applicable law does not permit the exclusion of certain warranties, the above exclusions apply to the maximum extent permitted.

The limited warranty applicable to the IngeneroX Platform itself, and the corresponding disclaimer, are set out in the applicable Platform Agreement and are not repeated or varied by this Section.

20. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INGENERO OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, SERVICE PROVIDERS OR CHANNEL PARTNERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFIT, REVENUE, PRODUCTION, THROUGHPUT, YIELD, BUSINESS, OPPORTUNITY, ANTICIPATED SAVINGS, GOODWILL OR REPUTATION, ANY BUSINESS OR PLANT INTERRUPTION OR DOWNTIME, ANY LOSS, CORRUPTION OR UNAVAILABILITY OF DATA, OR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE CONTENT, THE SITE SERVICES, ANY DOWNLOADABLE SOFTWARE, OR THESE TERMS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND WHETHER OR NOT INGENERO HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE TOTAL AGGREGATE LIABILITY OF INGENERO AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, SERVICE PROVIDERS AND CHANNEL PARTNERS ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE CONTENT, THE SITE SERVICES AND THESE TERMS SHALL NOT EXCEED INDIAN RUPEES TEN THOUSAND (INR 10,000) IN THE AGGREGATE.

These limitations are an essential basis of the bargain between you and Ingenero and apply notwithstanding any failure of essential purpose of any limited remedy. Some jurisdictions do not permit the exclusion or limitation of certain damages; in those jurisdictions the above exclusions and limitations apply only to the maximum extent permitted by law.

Nothing in these Terms limits liability for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, or for any other liability that cannot lawfully be limited or excluded.

Liability arising in connection with the IngeneroX Platform itself is governed exclusively by the limitation of liability provisions of the applicable Platform Agreement and not by this Section.

21. Indemnification

You agree to indemnify, defend and hold harmless Ingenero, its affiliates, and their respective directors, officers, employees, agents, licensors, suppliers and service providers from and against all claims, demands, actions, proceedings, liabilities, losses, damages, penalties, fines, costs and expenses (including reasonable legal fees and the costs of investigation) arising out of or in connection with: (i) your access to or use of, or inability to use, the Site, the Content, the Site Services or any Downloadable Software; (ii) your breach of these Terms; (iii) your Submissions or Feedback; (iv) your violation of any applicable law or regulation, including export control, sanctions and data protection laws; or (v) your infringement or misappropriation of any right of any third party.

Ingenero reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which case you will cooperate fully with Ingenero in asserting any available defence. You must not settle any such matter in a manner that imposes any obligation or admission on Ingenero without Ingenero's prior written consent.

22. Suspension and Termination of Access

Ingenero may suspend, restrict or terminate your access to the Site or to any Registered Area at any time, with or without cause and with or without notice, including where Ingenero reasonably suspects a breach of these Terms, a security or integrity risk, unlawful conduct, or a threat to Ingenero's intellectual property or trade secrets.

Upon termination, the rights granted to you under Section 5 cease immediately and you must stop all use of the Site and the Content and destroy any Content in your possession that was made available for internal reference only. Sections 2, 6, 11, 12, 13, 18, 19, 20, 21, 23, 24 and 25 survive any termination or expiry of these Terms, together with any other provision that by its nature is intended to survive.

23. Governing Law and Dispute Resolution

These Terms, and any dispute, claim or controversy arising out of or relating to them, the Site, the Content or the Site Services — whether in contract, tort or otherwise — are governed by and construed in accordance with the laws of **India**, without regard to conflict of law principles.

Subject to the arbitration provision below, the courts at **Mumbai, Maharashtra, India** shall have exclusive jurisdiction in respect of any such dispute, claim or controversy, and you irrevocably submit to that jurisdiction.

Any dispute, claim or controversy arising out of or relating to these Terms shall be referred to and finally resolved by arbitration under the **Arbitration and Conciliation Act, 1996** (as amended). The arbitration shall be conducted by a sole arbitrator appointed by Ingenero with your consent, or failing agreement, appointed in accordance with that Act. The seat and venue of arbitration shall be **Mumbai, Maharashtra, India**, and the proceedings shall be conducted in the English language. The award shall be final and binding on the parties. The arbitration, including the existence of any dispute, all submissions and the award, shall be kept confidential.

Notwithstanding the foregoing, either party may seek interim, emergency or permanent injunctive or other equitable relief from any court of competent jurisdiction to prevent actual or threatened infringement or misappropriation of intellectual property rights, breach of confidentiality obligations or unauthorised access to systems, without the necessity of posting a bond or proving actual damage.

Relationship to the Platform Agreement. These Terms govern the Site only. Disputes concerning the IngeneroX Platform, its licensing, deployment, performance or support are governed exclusively by the governing law and dispute resolution provisions of the applicable Platform Agreement, which may specify a different governing law and forum. Nothing in this Section varies those provisions.

24. Notices

Ingenero may provide notices to you by posting them on the Site, by email to an address you have provided, or through any Registered Area. Notices posted on the Site are deemed given upon posting; notices sent by email are deemed given upon transmission.

You must provide notices to Ingenero in writing, by courier or registered post to the address set out in Section 26, marked for the attention of the Legal Department, or through the contact route published on the Site.

Complaints and grievances. Complaints or grievances relating to the Site, its Content or the processing of personal data may be submitted through the contact route published on the Site or in writing to the address set out in Section 26. We will acknowledge a complaint within twenty-four (24) hours of receipt and will endeavour to resolve it within fifteen (15) days of receipt, or within such shorter period as applicable law may require.

25. General Provisions

Entire agreement. These Terms, together with the Privacy Policy and any supplemental terms presented to you, constitute the entire agreement between you and Ingenero with respect to the Site and supersede all prior and contemporaneous understandings, communications and proposals relating to the Site. They do not supersede any Platform Agreement.

Severability. If any provision of these Terms is held to be invalid, illegal or unenforceable, that provision shall be severed or modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

No waiver. No failure or delay by Ingenero in exercising any right or remedy operates as a waiver of it, and no single or partial exercise precludes any further exercise of that or any other right or remedy.

Assignment. You may not assign, transfer, delegate or novate these Terms or any right or obligation under them, by operation of law or otherwise, without Ingenero's prior written consent. Ingenero may assign or transfer these Terms freely, including in connection with a merger, acquisition, reorganisation or sale of assets.

No third-party beneficiaries. These Terms do not confer any right or benefit on any person other than you and Ingenero, save that Ingenero's affiliates, licensors, suppliers, service providers, directors, officers and employees may enforce the disclaimer, limitation of liability and indemnification provisions.

Relationship of the parties. Nothing in these Terms creates any partnership, joint venture, agency, franchise, fiduciary or employment relationship between you and Ingenero.

Force majeure. Ingenero shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including natural disasters, acts of God, war, terrorism, civil unrest, epidemics or pandemics, labour disputes, power or telecommunications failures, cyberattacks, or acts of government or regulatory authorities.

Electronic communications and records. You consent to receive communications from Ingenero electronically and agree that electronic records, communications, agreements and acceptances satisfy any legal requirement that such communications be in writing, in accordance with the Information Technology Act, 2000 and other applicable law.

Language. These Terms are drafted in the English language. Any translation is provided for convenience only, and the English version prevails in the event of any inconsistency.

Headings. Headings are for convenience only and do not affect the interpretation of these Terms.

26. How to Contact Us

Ingenero Technologies (India) Private Limited

CIN: U51900MH2000FTC128454

Registered Office: Unit No. 2, 8th Floor, A Wing, i Think Techno Campus, Pokhran Road No. 2, Thane (West), Maharashtra 400 607, India

General enquiries, legal notices, security and vulnerability reports, and privacy and data protection matters may be submitted through the contact route published on the Site, or in writing to the registered office address above, marked for the attention of the relevant department.