

## Subscriber Agreement

This Subscriber Agreement, hereinafter referred to as the "**Agreement**", is executed and made at New Delhi on this day of \_\_\_\_\_ by and between:

**Resbird Technologies Pvt. Ltd.**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 605, 6<sup>th</sup> Floor, Ansal Chamber-II, 6 Bhikaji Cama Place, New Delhi, 110066, India (hereinafter referred to as the "**Company**", which expression shall include its successors and permitted assigns), of the **First Part**,

**AND**

M/s \_\_\_\_\_, a Company registered under the Companies Act, 1956, (a Partnership registered/formed under the Indian Partnership Act, 1932) (A Proprietorship Concern of Mr \_\_\_\_\_ S/o \_\_\_\_\_ (A LLP duly registered under the LLP Act), having its registered office \_\_\_\_\_ at \_\_\_\_\_,

\_\_\_\_\_ (hereinafter referred to as the "**Subscriber**", which expression shall include its successors and permitted assigns), of the **Second Part**.

The Company and the Subscriber shall be individually referred to as a "**Party**" and collectively as the "**Parties**".

### **WHEREAS:**

The Company is engaged in the business of providing information/travel technology and software development solutions and services to airlines, travel agents and travel transportation industry and facilitates its subscribers with travel technology software, solutions and related services via its technology platform(s) hereinafter referred to as the "**Platform**".

The Subscriber has agreed to enrol for the Company's solution & services as detailed in the individual Annexure(s), attached to this Agreement.

The Parties wish to enter into this Agreement to govern the terms and conditions of the Subscriber's access to and use of the Company's platform(s), with specific terms for each service outlined in the corresponding Annexures.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

### **DEFINITIONS:**

For the purpose of this Agreement, the following terms shall have the meanings ascribed to them.

**"Agreement"**: This Subscriber Agreement, together with all Annexures, and attachments hereto, executed between the Parties, which are deemed incorporated and part of the Agreement.

**“Annexure”**: Any document added to this Agreement that outlines the specific details, terms, and conditions related to a particular product or service provided by the Company.

**“Confidential Information”**: Any information disclosed by one Party to the other in connection with this Agreement and its associated Annexures, including but not limited to business, technical, commercial and operational details, regardless of format. Both Parties agree to maintain the confidentiality of any Confidential Information shared during the term of this Agreement. The Provisions of this clause shall survive Termination and or expiry of this Agreement.

**“Company Content”**: The content provided by the Company and its partners, including software, data, documentation, and other materials, available through the Company’s platform for use by the Subscriber.

**“Company IP Rights”**: means all Intellectual Property owned by the Company, including but not limited to its data, databases, data collections (pertaining to the Company and its Partner(s), including end users), documentation, website designs, marketing materials, brand assets, logos, ideas, know-how, and any other proprietary information

**“Platform”**: The software solution provided by the Company, accessed by the Subscriber, for product & services provided by the Company from time to time.

**“Subscriber”**: The individual or entity registered with the Company’s platform and agreeing to avail of product & services provided by the Company, as detailed in this Agreement and associated Annexures.

**“Subscriber Content”**: means content supplied by the Subscriber, which the Subscriber is authorized to provide and gives its consent to the Company (and has obtained the consent from its customer(s) to share with the Company) to use with the Platform such as Customer details and other materials etc.

**“Wallet”**: An electronic payment instrument that allows the Subscriber to store and manage funds on the platform to facilitate payments for services rendered by the Company.

## **1. SCOPE OF SERVICES OF THIS AGREEMENT**

The Company agrees to provide the Subscriber access to its platform(s) and services as described in the relevant Annexure(s) attached to this Agreement.

## **2. ANNEXURE(S)**

Each product or service offered by the Company will be described in a separate Annexure to this Agreement. The terms and conditions specific to the product or service including pricing, features and support, will be detailed in the relevant Annexure(s) signed by both Parties.

## **3. COMMERCIALS AND PAYMENT TERMS**

The Subscriber agrees to pay the Company the fees for the services rendered as per the terms outlined in the relevant Annexures. Payments will be settled via the Subscriber’s Wallet on the Platform (or in, exceptional cases, any other instrument, solely at the discretion of the Company) and all applicable service fees and transaction charges will be

deducted from the Wallet with each transaction. Subscriber authorizes the Company to make debits from the Wallet for payments in accordance with this Agreement.

#### **4. COSTS AND EXPENSES**

Except as outlined in the relevant Annexure, neither Party will be liable to the other for any of the costs, expenses, risks or liabilities arising out of the other's efforts in connection with the performance of this Agreement.

#### **5. TERM AND TERMINATION**

This Agreement shall be effective from the date of execution of this agreement and will remain in force for an initial term of five (5) years, unless terminated earlier in accordance with the termination provisions. The Agreement will automatically renew for successive terms of five (5) years each, subject to mutual commercial understanding between the Parties. Except in breach by the Subscriber which shall provide the right to the Company for immediate termination of this Agreement, either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party and on clearing of any pending dues.

#### **6. SUSPENSION OF SERVICES**

The Company may immediately suspend the Subscriber's right to access or use the platform, all or any part of the Services also upon notice to the Subscriber if, in the Company's reasonable opinion, the use of or access to such Services poses a security risk to the Company and or its platform.

#### **7. INTELLECTUAL PROPERTY**

The Company retains all intellectual property rights to the Platform and any other services, software, or materials provided under this Agreement. The Subscriber is granted a limited, non-exclusive, non-transferable license to use the services during the term of this Agreement in accordance with the terms outlined in this Agreement and the applicable Annexure. The Subscriber understands and agrees that the Platform under this Agreement shall remain the property of the Company and cannot be used by the Subscriber or any other party for any other purpose than what is stated in this Agreement, without the Company's express written permission.

#### **8. LIABILITY**

Except as outlined in the relevant Annexure(s), neither Party shall be liable for any indirect, incidental, or special damages, including loss of business, profits, data, or any downtime resulting from this Agreement.

#### **9. INDEMNIFICATION**

The Subscriber agrees to indemnify, defend, and hold harmless the Company and its directors, officers, employees, consultants and representative from any claims, damages, or costs arising from the Company's failure on the performance of this Agreement.

**10. ASSIGNMENT OF THE AGREEMENT**

The Company may, at its own discretion, by giving prior written notification to the Subscriber, assign or transfer its rights and obligations under this Agreement to any other company.

The Subscriber, with the prior written consent of the Company, may assign its rights and obligations under this Agreement.

**11. RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this Agreement will constitute or establish a joint venture, a partnership or an employment contract between the Parties or their employees. Neither party is authorized or empowered to obligate the other party, to enter into a contract in the other party's name, or to create an obligation against the other party.

**12. NOTICE**

All notices, acknowledgments shall be in writing and deemed given upon the earlier of (a) delivery or (b) five calendar days after such notice is mailed by registered certified mail.

**13. GOVERNING LAW AND JURISDICTION**

Any disputes arising out of or in connection with this Agreement shall be settled through binding arbitration before a sole arbitrator, to be appointed in accordance with provisions of Indian Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi.

The provision of this Agreement and any dispute in respect thereof shall be governed by the substantive law of India and shall be subject to the exclusive supervisory jurisdiction of the courts of New Delhi, India.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

**The Company**

**The Subscriber**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Enclosure:

Annexure A: Product e-Visa

## **ANNEXURE A to the Subscriber Agreement**

### **PRODUCT**

**e-Visa platform:** The e-Visa platform serves as a tool for facilitating the creation, auto-form filling, and submission of e-visa applications. providing end-to-end management of electronic visa (e – visas) applications, from submission to decision taken by respective authorities.

### **WHEREAS**

The Company offers an e-Visa platform (the Product) and the Subscriber has agreed to avail the Company's Product for services for its Customers.

### **1 SERVICE FEE**

- 1.1 In Consideration for rendering the Product to the Subscriber, the Subscriber shall pay to the Company, rates (service fee) as displayed on the e-Visa platform from time to time during the term of this Agreement and subsequent renewals, if any.
- 1.2 The Parties agree that the Company has the right to change the Service Fee at its exclusive discretion.

### **2 DEPOSIT AND WALLET**

As agreed between the parties, the Subscriber will provide to Company:

- 2.1. An interest free undated security deposit cheque of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) which shall be topped up by the Subscriber on requirement of the Company, basis the e-Visa's processed by the Subscriber. In the event the Subscriber does not compensate to the Company for the actual amount of penalty (if any) levied by the immigration authorities of the United Arab Emirates as mentioned in 3.4 below, within two (2) calendar days from occurrence of such penalty, the Company has the right to encash this security deposit cheque without any prior information being provided by the Company to the Subscriber and suspend the services to the Subscriber.
- 2.2. An interest free advance deposit amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the Company Wallet, which will be used by the Company for providing the Services. The payment for e-visa applications will be deducted from the Company Wallet.
- 2.3. Upon expiration or early termination of this Agreement, the security deposit and the remaining amount of the Subscriber's deposit Wallet, subject to deductions if any (including Government fines/penalties) which remain unpaid by the Subscriber, shall be refundable by the Company to the Subscriber within thirty (30) working days on termination of this agreement.

### **3. ACCEPTANCE BY SUBSCRIBER**

- 3.1. That the Subscriber is responsible for the accuracy, quality, integrity, legality, reliability, appropriateness of its Customer(s) content including requisite approval from its Customer(s) for collection of data and uploading the same onto the Company's Platform.

- 3.2. That if Subscriber fails to ensure to maintain advance deposit amount in the Company Wallet which is not even sufficient to process e-visa application, then in such an event the Company shall have the right to suspend the Services forthwith and will resume the same upon receiving sufficient advance deposit from the Subscriber to provide the Services.
- 3.3. Notwithstanding the outcome of the e-visa application including but not limited to any errors by the Subscriber or Visa issuing authority, the payment for the e-visa service provided by the Company shall be non-refundable.
- 3.4. That the Subscriber shall compensate to the Company, the actual amount of penalty (if any) levied by the immigration authorities of the United Arab Emirates in case an e-visa applicant whose visa for the United Arab Emirates was processed by the Subscriber, absconds or overstays the duration of the authorized stay in the United Arab Emirates.
- 3.5. The Company is not the owner of the e-Visa product, the e-Visa platform and is licensed for distribution of the same in India.
- 3.6. The Company is not responsible for any malfunction, non-performance, or degradation of performance of deliverables caused by or resulting directly or indirectly from any combination of e-Visa Platform.
- 3.7. The Company will retain and purge the data and documents related to the Subscriber's Customers 365 days from the date of issue of e-visa after the decision on an e-Visa application to ensure security of sensitive applicant information.
- 3.8. Fee and other charges described in the Agreement do not include taxes. The Subscriber will pay any applicable taxes imposed by applicable law based on the Services, except for taxes based on the Company's income.
- 3.9. The Company shall provide support, assistance, maintenance and similar support in respect of the said platform during Company's normal business hours.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

**The Company**

**The Subscriber**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_