Design ' N ' Buy

DesignO
Software as a Subscription Agreement

DESIGNNBUY WEBTOPRINT PVT. LTD.

503, Parshwanath Esquare, Corporate Road

Satellite, Ahmedabad – 380015

Gujarat, India

India: +91-79-40037106
USA: +1-347-647-9799

inquiry@designnbuy.com

Software as a Subscription Agreement

Table of Contents

Definitions as used in this Agreement

1. **"DESIGN'N'BUY" or "We":** means **DESIGNNBUY WEBTOPRINT PVT. LTD., located at 503, Parshwanath Esquare, Corporate Road, Satellite, Ahmedabad – 380015, Gujarat, India.**

2. **"You" or "Client"**: means the buyer, **Odu Sports** located at **Unit-2, 70 Topham Road Smeaton Grange NSW 2567**

3. **"SOFTWARE PRODUCT":** means a DESIGN'N'BUY software product(s) which may include associated databases, software components and plug-ins, media files, printed materials, and "online" or electronic documentation

4. **"Effective Date":** means the date of subscription from live access of software product.

5. **"Subscription Term":** means the period during which this Agreement is in effect. It can be Yearly.

By subscribing to use the SOFTWARE PRODUCT, you agree to be bound by the terms and conditions of this Agreement. This Agreement represents the entire Agreement concerning SOFTWARE PRODUCT between you and DESIGN'N'BUY, and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this Agreement, do not subscribe or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is just offered on subscription, not sold.

1. GRANT OF SUBSCRIPTION

Subject to the terms and conditions of the Agreement, DESIGN'N'BUY grants to you a non-exclusive, non-transferable subscription to use the SOFTWARE PRODUCT. You may use the SOFTWARE PRODUCT in executable format. You may not, however, transfer or assign the SOFTWARE PRODUCT to any third party, in whole or in part, in any form, whether modified or unmodified.

2. SUBSCRIPTION FEE & PAYEMENT TERMS

SOFTWARE PRODUCT	DesignO V2.0
Subscription Type	Merchandise Plan
E-commerce Platform for Integration	Woo Commerce (Owned and hosted by the client)
Registered Domain	https://onetreeprint.com.au/

Software as a Subscription Agreement

Subscription Term	Yearly
One-time Setup Fee	USD 500
Recurring Yearly Subscription Fee	USD 1200
Ramp-up Period	14 Days
Delivery Timeline	2 weeks from the kick-off date
Free Online Training	Up to 6 hours • *Up to 3 live sessions max* • *To be availed within 4 weeks once the application is setup for access*
Hosting Server Specification	2vCPU Processor 2 GB RAM 20 GB Space 2 GB Bandwidth • *A higher configuration hosting server can be offered under our custom SaaS service* • *Additional storage available at a cost of US $10 per 10 GB per month*
File Upload Limit for End Customers	25 MB
Language Support for Design Studio	English

Payment Schedule

100% payment in advance (USD 1700)

Setup Fee Includes:

1. As part of the custom DesignO setup, DESIGN'N'BUY technical team will integrate DesignO into Client's website using Woo Commerce plugin.
2. Configuration of DesignO functionality for up to 5 sample products (representing single SKU or item in the eCommerce) for the training purpose. Client can later configure as many products as required. It may also include (if required) helping client in setting up standard payment and shipping functionality as supported by default Woo commerce. The configuration starts only after all requisite product data (including but not limited to) images, pricing and information is received. This is a complimentary service, and it does not affect the start of the ramp-up period or paid subscription cycle.

Note: *Complimentary configuration does not include setting up Client's design templates. DNB may however can create a sample design template to demonstrate the functionality for training purpose only.*

Setup Terms and Conditions

1. DesignO eCommerce Compatibility Matrix:

eCommerce Platform	Supported Versions
Woo commerce	4.7 or higher

2. In case if DesignO plug-in does not function after integration, it can be due to some configuration issue or file access limitations on Client server, in which case client may be requested to share their website admin access, FTP details (if required) as well as any other required access to their server and application with DESIGN'N'BUY team to analyze and resolve the conflict. Failure to get any such required information from client may risk the integration completion or delay in the timeline.

3. Once DesignO is integrated and implemented successfully, and if due to any further upgrade, feature customization or new plug-in installation on the eCommerce website by the Client, it stops working, then DESIGN'N'BUY team can debug and resolve the concern as an additional paid service.

4. If client's existing eCommerce storefront is built on an incompatible version than the one supported by DesignO, then such integration will not be covered under standard setup and integration service. Client can either opt for custom integration services or upgrade the website to the DesignO compatible version to start the integration process. Client can also engage DESIGN'N'BUY team work on any such eCommerce version correction and custom Design integration as an additional paid service.

5. Any eCommerce functionality that does not come under DesignO feature specification, for example pricing logic, payment gateway integration, shipping implementation etc. is out of scope of DesignO setup service.

6. DesignO does not define or control product pricing (except defining printing methods for merchandize products to define printing fee), hence any requirements that need to control DesignO behavior based on product pricing is out of scope of subscription service. However, such support can be offered as an additional paid service.

7. As part of the one-time setup service, DesignO is integrated with only one instance of the Client's website (test, dev, staging or live) successfully. DesignO is expected to work seamlessly with any of the secondary instance if maintained as the exact replica of the main instance (that includes server specification, application configuration and hosting environment). If DESIGN'N'BUY agrees to integrate DesignO with any secondary instance based on mutually agreed terms, any functional issues identified with the secondary instances can be resolved (if feasible) by the DESIGN'N'BUY team as an additional paid service.

Value Added Services

- Software Customization Service Fee: **US $45 per hour**
- Hire Dedicated Graphics Designer Service: **US $480 per week (40 hours) or US $15 per hour**
- Managed Web-to-Print and Data Population Service: **US $480 per week (40 hours) or US $15 per hour**
- Subscription fee for additional B2C store setup on the same DesignO instance with centralized administration: **US $90 per month** *payable yearly* (considering that the additional store is built on the same eCommerce instance as the main store). If the new eCommerce store is built on a different eCommerce instance, then an additional Integration fee is payable in addition to the stated subscription fee.

Subscription Terms and Conditions

- The ramp-up period starts as soon as the store setup is done (with customization if any), and an access is given to the Client for use. Ensure that free training is availed during offered training period and SOFTWARE PRODUCT is tested and validated before the ramp-period is expired. Any training or configuration request afterwards will fall under purview of paid support services.
- Customer must report only "bugs" or "errors" in the SOFTWARE. "Error/Bug" means any operational failure of the SOFTWARE to perform materially in accordance with the functional specifications.
- Client shall pay each invoice within 7 days after the date of such invoice. Failure to do so may result in termination of the services as per termination terms mentioned in this agreement.
- DESIGN'N'BUY is entitled to increase with mutual consent, the Subscription Fees, the fees payable in respect of the additional domain subscriptions purchased and/or the excess storage fees payable at the start of each Renewal Period upon 30 days' prior notice to you.
- DESIGN'N'BUY may provide you with additional customization and feature add-ons on additional fee as mutually agreed upon. Any supplemental software features provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this Agreement. Such additional feature customization request will be accepted and initialized at the discretion of DESIGN'N'BUY after the initial setup and configuration is done and SOFTWARE PRODUCT is released for use under paid subscription. A separate payment and delivery plan will be shared for development and release of such add-on features.
- The Client clearly understands, agrees and acknowledges that if any software customization work is done in subscription store and later on client decide to unsubscribe, then under any circumstances DESIGN'N'BUY shall not be liable to give any application source code or code repository for customization or any rights therein to the Client. If Client doesn't agree with this clause, then the Client shall not request for any customization work.

- Under active subscription, if the Client choose to migrate to Software Licensing plan and purchase the SOFTWARE PRODUCT perpetual license to host it on own server, then the Client needs to sign a separate End User Licensing Agreement (EULA) and pay the SOFTWARE PRODUCT licensing fee as mutually agreed upon. Upon EULA sign-off and payment of the licensing fee, DESIGN'N'BUY will deliver the current copy of application (software product version which is subscribed and as is hosted on subscription server) as licensed SOFTWARE PRODUCT (where all protected source code for SOFTWARE PRODUCT will be encrypted) along with all Client Data and Media Files on designated Client server after the agreed upon License Fee has been paid to DESIGN'N'BUY by the Client. Please note that the server must be setup confirming to the server specifications as recommended by DESIGN'N'BUY and all required access has to be provided in order for us to deliver the SOFTWARE PRODUCT on the designated server.

3. NON-REFUNDABLE FEE

You can believe in our customer's success story and subscribe for our SOFTWARE PRODUCT with confidence. However, it is assumed that before subscribing and making payment, you have evaluated the SOFTWARE PRODUCT as per your requirements as well as completely read and understood it's feature specifications. So, if you elect to cancel your SOFTWARE PRODUCT subscription after purchase, you will receive no refund.

Refund And Cancellation Policy: https://www.designnbuy.com/refund-and-cancellation-policy.html

4. OWNERSHIP

The original and any copies of the SOFTWARE PRODUCT including translations, compilations, partial copies, modifications, and updates, are the property of DESIGN'N'BUY.

5. PROPRIETARY RIGHTS

You recognize that DESIGN'N'BUY regards the SOFTWARE PRODUCT as its proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the SOFTWARE PRODUCT, or any portion thereof, to any person other than employees of you without the prior written consent of DESIGN'N'BUY. You further agree to treat the SOFTWARE PRODUCT with at least the same degree of care with which you treat its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the SOFTWARE PRODUCT.

6. TERM and TERMINATION

This agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for the Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods (each as per the Subscription Term), unless:

(i)   either party notifies the other party of termination, in writing, at least thirty [30] days before the end of the Subscription Term, in which case this agreement shall terminate upon the expiry of the applicable Subscription Term; or

(ii)   otherwise terminated in accordance with the provisions of this agreement;

On termination of this agreement for any reason:

(i)   the subscription granted under this agreement shall immediately terminate;

(ii)   no-refund for the subscription fee already paid by the Client to DESIGN'N'BUY

(iii)   each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;

(iv)   DESIGN'N'BUY may destroy or otherwise dispose of any of the Client Data in its possession unless it receives, no later than 10 days after the effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data in XLS file format. DESIGN'N'BUY shall use reasonable commercial endeavors to deliver the back-up of the Client Data to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by the DESIGN'N'BUY in returning or disposing of Client Data; and

(v)   the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

7. TERMINATION CERTIFICATE

In the event of termination, you will immediately discontinue use of the SOFTWARE PRODUCT. Within one (1) month after termination of this Agreement, you will furnish to DESIGN'N'BUY a certificate which certifies with respect to each of the SOFTWARE PRODUCT that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the SOFTWARE PRODUCT have been destroyed. The provisions of Sections 4, 5, 10 and 11 hereof shall survive any termination of this Agreement.

8. SUPPORT & SERVICE LEVEL AGREEMENTS

DESIGN'N'BUY will provide to you the following support with respect to the SOFTWARE PRODUCT:

(i)   DESIGN'N'BUY ensures 99% uptime, excluding scheduled maintenance and upgrades once every three (3) months.

(ii)   Maintain the SOFTWARE PRODUCT functionality as per the offered version and type to keep it in good working order and free from defects.

(iii)   Provide all maintenance services necessary to keep the Software in conformance with the warranties set forth herein.

(iv)　At any time during active subscription, if you notify DESIGN'N'BUY of a substantial program error respecting the SOFTWARE PRODUCT, or DESIGN'N'BUY has reason to believe that error exists in the SOFTWARE PRODUCT and so notifies you, DESIGN'N'BUY shall verify and attempt to correct such error on its own expense.

(v)　Support can be availed by registering on our online helpdesk system: https://support.designnbuy.com/ and submitting support request (ticket). Expect a reply between **12:00 noon – 12:00 midnight IST (Indian Standard Time, +5:30 UTC), Monday through Friday**.

(vi)　Our standard support is available through our helpdesk system via tickets. In case if your business needs more interactive and instant support via e-mail, online chat or calls, then contact your sales representative or support agent to opt for paid premium support services.

(vii)　Support Request Classification and Service Level Agreement

Level	Classification	Description	Type	Response Time
L1	Basic	Support for general questions related to certain functions of the software. For example: 1. HOW-TO queries to learn how a specific feature works. 2. Basic level of Software Product configurations. 3. Training requirements as included in the subscription plan. *If this Basic level of support cannot immediately resolve the problem, the Support Request is escalated to Advanced Level, which requires involvement of technical support specialists.*	Free	Within 1 Business Day 98% of the time.
L2	Advanced	Support for Software Product functional issues. For example: 1. CSS level issues to fix user interface. 2. Spelling errors, typos and language translation issues.	Free	Within 1-3 Business Day 98% of the time.

Software as a Subscription Agreement

		3. Functional issue or missing functionality. 4. File upload, directory permission issues. 5. Missing print-ready output files. 6. Empty cart issue.		
L3	Expert	Support for helping client in configuring the Software Product features as per client specific business requirements. For example: 1. Specific pricing support. 2. Specific output generation. 3. Specific behaviour of design studio in artwork creation and editing design templates. 4. Additional training sessions required. *Support services under this level fall under paid support services.* *This level of support explicitly does not perform customization of the Software code, its functionality, or its presentation to suit specific needs of the Customer. If resolution requires code modification, the Support Request is escalated to L5 Level.*	Paid on T&M Basis	Within 3-5 Business Days (based on complexity of the request) 98% of the time.
L4	Critical	Support for critical software functional issues. 1. Any defect that makes the software unusable or prevents the Software to be accessible by end buyers. 2. Serious software performance (load-time) issue. 3. Any issue that prevents end-buyers from purchasing the products from the website or prevents store admin from processing the order.	Free	Within 1 Business Day 98% of the time.
L5	Customizations	This level of support does perform Software Product customization requested by the Customer which	Paid on T&M Basis	Based on Effort and

		may involve a change in the Software Product code, its functionality and/or its presentation, and does assist with the integration of the Software with Customer's existing database, network, or third-party products. For example:		Cost Estimates
		1. Third-party extension installation. 2. Customization in user interface or user experience. 3. Third-party API integration: Payment gateway, Shipping, Image Library, Accounting etc. 4. Bespoke feature development. *Support services under this level fall under paid support services.* *Some areas of customization support may or may not even be covered under paid support services. Availability of such specific services will be determined by support representatives.*		

ESCALATION MATRIX

No.	Designation	E-mail ID	Phone Number
1	Customer Satisfaction Specialist	customer.success@designnbuyhq.com	+1 202 697 9554
2	VP-Customer Success	csm@designnbuyhq.com	+1 347 535 4445

9. WARRANTY DISCLAIMER

DESIGN'N'BUY offers, and you accept, the SOFTWARE PRODUCT "AS IS." DESIGN'N'BUY PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE SOFTWARE PRODUCT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE PRODUCT IS WITH YOU. DESIGN'N'BUY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PRODUCT WILL MEET YOU'S

REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

10. PATENT AND COPYRIGHT INDEMNITY

DESIGN'N'BUY will defend at its own expense any action brought against you to the extent it is based on a claim that the SOFTWARE PRODUCT used within the scope of the subscription granted hereunder infringe a India patent, copyright or other proprietary right of a third party. DESIGN'N'BUY will pay any costs, damages or attorney fees finally awarded against you in such action which are attributable to such claim, provided DESIGN'N'BUY is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a SOFTWARE PRODUCT becomes, or in DESIGN'N'BUY's opinion is likely to become, the subject of a claim of infringement of a India patent, copyright or trade secret, DESIGN'N'BUY may at its option either secure your right to continue using the SOFTWARE PRODUCT, replace or modify the SOFTWARE PRODUCT to make them not infringing, or provide You with a refund of the subscription fee less depreciation on a 5 (five) year, straight-line basis. DESIGN'N'BUY shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a SOFTWARE PRODUCT in any form other than the original, unmodified form provided to You or the use of a combination of the SOFTWARE PRODUCT with hardware, software or data not supplied by DESIGN'N'BUY where the used SOFTWARE PRODUCT alone in their original, unmodified form would not constitute an infringement. The foregoing states your entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

11. LIMITATION OF LIABILITY

DESIGN'N'BUY'S LIABILITY TO YOU UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY YOU TO DESIGN'N'BUY. IN NO EVENT SHALL DESIGN'N'BUY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

12. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mailbox.

13. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

14. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

15. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted in accordance with the internal laws of the State of Gujarat, India without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Gujarat, India. Any legal suit, action, or proceeding arising out of or related to this EULA or the licenses granted hereunder will be instituted exclusively in the courts of the Ahmedabad, Gujarat. Both parties hereby consent to such personal and exclusive jurisdiction.

16. MEDIATION & ARBITRATION

All disputes and differences between both the parties hereto arising out of or relating to this Agreement including construction, validity, and performance thereof shall be referred to mediation of the Chief Executive Officers of both Parties (hereinafter called the "Mediators") for resolving the same within a period of 30 (thirty) Business Days from the date of such reference. The decision of the Mediators shall be final and binding on both Parties to this Agreement. However, mediation and arbitration clause shall not apply in case of any cybercrimes mentioned in the license restriction Section 7 and 8.

If any dispute arising in connection with this Agreement cannot be settled mutually through mediation as stated above, the subject matter of dispute shall be submitted to 1 (one) arbitrator to be mutually decided by the Parties. If the Parties cannot agree upon a single arbitrator, there shall be 3 (three) arbitrators, 1 (one) appointed by each Party and a third selected by the 2 (two) arbitrators so appointed. All pertinent evidence on the subject matter in dispute shall be made available to the arbitrator or arbitrators and each Party shall have the right to present both orally and in writing its arguments and views on the dispute. The decision of the arbitrator or the majority of the arbitrators, as the case may be, shall be rendered in writing and shall be binding upon the Parties. The costs, charges and expenses of the arbitration shall be payable in terms of the award of the sole arbitrator or arbitrators.

The venue of the Arbitration shall commence via an online video arbitration with agreed upon arbitrators as expressed earlier in this Agreement. The proceedings shall be conducted according to the ICC Rules of Arbitration (*http://www.iccwbo.org/products-and-services/arbitration-and-adr/arbitration/icc-rules-of-arbitration/#article_1*). All proceedings in any such arbitration shall be conducted in English.

17. NON-ASSIGNMENT

This Agreement and the subscription granted by it may not be assigned or otherwise transferred by you without the prior written consent of DESIGN'N'BUY.

By: DESIGNNBUY WEBTOPRINT PVT. LTD.

Name: Nidhi Agrawal

Title: CEO, President

Date: June 11, 2024

DocuSigned by:

Nidhi Agrawal

7B076BCC7F1D424...

By Onetree company T/A Onetree print

Name: Sakthivel Jayaraman

Title: Mr

Date: June 13, 2024

DocuSigned by:

99BE5C77F8254F4...

Project Details:

No.	Heading	Description
1	**Business Description**	The client has the website on WooCommerce and offering apparel / merchandise products. The client prefer to offer customization capabilities to his customers and offer personalized apparels, he wants to have the DesignO plugin integrated.
2	**Product Catalog**	Apparel and merchandise products as supported as per standard features of SOFTWARE PRODUCT.
4	**Order Flow**	As per the standard order and job management features supported as per standard features of SOFTWARE PRODUCT.
5	**How Product Price Calculation Works**	Pricing will come from client's eCommerce platform as supported as per standard features of SOFTWARE PRODUCT.
6	**Customizations Discussed but not Included in Current Scope of Work**	No customizations have been discussed.