



Partner Program Agreement

By signing up for the Partner Program, you are agreeing to be bound by the following Partner Program Agreement (the "Agreement"). The Agreement is between you, as Partner, and Blowbits Solutions LLP ("Blowbits") (together, the "Parties", and each a "Party"). You can review the current version of the Agreement at any time at <https://octagst.com/go/partnerterms>. Blowbits reserves the right to update and change the Agreement by posting updates and changes here: <https://octagst.com/go/partnerterms>. If a significant change is made, we will provide reasonable notice by email and/or in the Partner Portal. You are advised to check the Agreement from time to time for any updates or changes that may impact you. Any reference to the Agreement includes any and all terms and documents incorporated by reference.

You must read, agree with and accept all of the terms and conditions contained in this Agreement, Blowbits Privacy Policy before you may become a Partner.

- "Partner" means an individual or entity that has agreed to the terms of this Agreement and participates in the Blowbits Partner Program. The different types of Partners are listed below:
 - A "Referral Partner" is a Partner who has registered for a Partner Account and who promotes the products and services of Blowbits by referring them to users.
 - A "Reseller Partner" is a Partner who has registered for a Partner Account and who sells the Blowbits product and services to users.
- "Partner Account" means a Blowbits Partner Program account.
- "Partner Program" means Blowbits program for Partners that provides exclusive access to resources and, as applicable, the opportunity to earn revenue share.
- "Partner Portal" means the internal administrative page available at: <https://cloud.octagst.com> that allows Partners to manage their Partner Account.
- "Products" means the software/websites created/developed by Blowbits and any associated documents, support material, videos, websites, that is provided by Blowbits.

1 Partner Responsibilities

- a) If the Partner is an individual, the Partner must be 18 years or older.
- b) Partners will use their best efforts to (i) promote and market Blowbits and Products, and (ii) identify for Blowbits prospective users.
- c) To become a Partner, Partner must create a Partner Account by providing all information indicated as required. Blowbits may reject an application for a Partner Account for any reason, in its sole discretion. Partner acknowledges that Blowbits will use the email address provided by Partner as the primary method for communication. Partner is responsible for keeping its Partner Account password secure. Blowbits cannot and will not be liable for any loss or damage arising from Partner's failure to maintain the security of the Partner Account and password.
- d) If you sign up for a Partner Account on behalf of your employer, your employer shall be deemed to be the Partner for the purpose of this Agreement, and you represent and warrant that you have the authority to bind your employer to this Agreement. Each Partner is responsible for assuring that its employees, agents and subcontractors comply with this Agreement.
- e) Partner acknowledges and agrees that Partner will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it sublicenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Partner.
- f) Partner acknowledges and agrees that Blowbits may amend this Agreement at any time by posting the relevant amended and restated Partner Program Agreement on Blowbits' website, available at <https://octabits.in/go/partnerterms> and such amendments to the Agreement are effective as of the date of posting. If a significant change is made, Blowbits will provide reasonable notice by email and/or in the Partner portal. Partner's continued participation in the Blowbits Partner Program after the amended Partner Program Agreement is posted to Blowbits website constitutes Partner's



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agreement to, and acceptance of, the amended Agreement. If Partner does not agree to any changes to the Agreement, Partner must terminate the Agreement by discontinuing its participation in the Blowbits Partner Program and giving this information in writing to Blowbits.

- g) Partner acknowledges and agrees that Partner's participation in the Blowbits Partner Program, including information transmitted to or stored by Blowbits, is governed by the Blowbits Privacy Policy found at <https://octagst.com/go/privacypolicy>.
- h) Partner shall not use the Blowbits Trademarks and/or Blowbits Related Entities' names or trademarks (meaning any names and/or trademarks or any other protected marks associated with the or the Blowbits Related Entities) and/or variations or misspellings thereof in Partner's business name, logo, branding, advertising, social media or domain name (including without limitation top-level domains, sub-domains and page URLs).
- i) Partner shall not purchase or register search engine or other pay-per-click keywords (such as Google AdWords), trademarks or domain names that use the Blowbits Trademarks and/or the names or trademarks of any Blowbits Related Entities or any variations or misspellings thereof that may be deceptively or confusingly similar to the Blowbits Trademarks or the names or trademarks of any Blowbits Related Entity.
- j) Partner shall bear all costs and expenses related to Partner's marketing or promotion of Blowbits or any Blowbits Related Entity in any area, location, territory or jurisdiction, unless otherwise determined by Blowbits in its sole discretion.
- k) In the event that Partner has a list of emails where the individuals on the list have expressly elected to receive emails from Partner ("Opt-in List"), Partner may make a written request to Blowbits to send emails regarding the offering of Blowbits and Blowbits Related Entities to the individuals on the Opt-in List (and Blowbits may, in its sole discretion, allow Partner to send such emails). In conducting all Partner Marketing Activities, Partner shall comply with all applicable laws, rules, regulations and directives, including but not limited to those relating to email marketing and "spamming".
- l) Without limiting the generality of the foregoing, Partner shall (i) not send any email regarding Blowbits and/or Blowbits Related Entities to any individual or entity that has not requested such information; (ii) always include Partner's contact information and "unsubscribe" information at the top and bottom of any email regarding Blowbits, Blowbits Related Entities; and (iii) not imply that such emails are being sent on behalf of Blowbits or Blowbits Related Entities.
- m) A Partner shall not (i) engage in any fax, broadcast, telemarketing or any other offline marketing methods with respect to Blowbits and/or Blowbits Related Entities; (ii) use malware, spyware or any other aggressive advertising or marketing methods in any of its dealings relating to Blowbits and/or Blowbits Related Entities; (iii) make any false, misleading or disparaging representations or statements with respect to Blowbits and/or Blowbits Related Entities; (iv) copy, resemble or mirror the look and feel of Blowbits websites, Blowbits Trademarks, product or services or otherwise misrepresent Partner's affiliation with Blowbits and/or Blowbits Related Entities; or (v) engage in any other practices which may adversely affect the credibility or reputation of Blowbits and/or Blowbits Related Entities, including but not limited to, sending email communications or using any Website in any manner, or having any content on any Website, that (a) uses aggressive or low-quality marketing, including marketing services that are unrelated to Blowbits or the Partner's services, (b) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, and/or any illegal or objectionable activities, or (c) violates any intellectual property or other proprietary rights of any third party.
- n) In addition to, and without limiting the provisions of this Agreement, Partner shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.
- o) Partner shall promptly inform Blowbits of any information known to Partner that could reasonably lead to a claim, demand or liability of or against Blowbits and/or the Blowbits Related Entities by any third party.



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- p) A Partner shall now use direct linking to any page on any Blowbits website, without prior written permission from Blowbits; or use deceptive redirecting links.

2 Commission and Discounts

- a) Subject to: (i) Partner's compliance with this Agreement, and (ii) the revenue sharing plan associated with a Partner's activities pursuant to the Partner Program, Partner shall be entitled to receive certain commissions from Blowbits (the "Commission") or certain discount on all purchases from Blowbits (the "Discount").
- b) These amount of Commission and Discount will be calculated at sole discretion of Blowbits.
- c) Distribution amount and frequency of Commission will be calculated at sole discretion of Blowbits and it will be subjected to prevailing taxes and laws.

3 Termination

- a) Unless otherwise specified in the Agreement, either Party may terminate this Agreement at any time, with or without cause, effective immediately upon notice to the other Party.
- b) Fraudulent or other unacceptable behaviour by Partner, as determined by Blowbits in its sole discretion, may result in one or more of the following actions being taken by Blowbits: (a) suspension of some or all Partner privileges under the Partner Program; and (b) termination of the Partner Account entirely without notice to, or recourse for, Partner.
- c) Shopify reserves the right to cancel or modify the Partner Program Agreement in its entirety, including commissions and/or discounts, at any time.
- d) Upon termination of this Agreement: (a) each Party shall return to the other Party, or destroy (and provide certification of such destruction), all property of the other Party in its possession or control; (b) Partner shall immediately cease displaying any Blowbits and/or any Blowbits Trademarks on any Website or otherwise; and (c) all rights granted to Partner hereunder will immediately cease, including but not limited to the right of Partner to access the Partner Account and Partner portal, or to receive any payments of commission hereunder, unless otherwise determined by Blowbits in its sole discretion.

4 Intellectual Property Rights

- a) All Products will be solely created and provided by Blowbits unless otherwise agreed to by Blowbits in writing in advance. Blowbits will provide Partner with copies of or access to Products. The Products may also be accessible from the Partner Program. The Products are provided "as is" and without warranty of any kind.
- b) Partner may display Products on the Websites solely for the purpose of marketing and promoting the Products and any Blowbits brands permitted by Blowbits and by Blowbits Related Entities during the term of this Agreement, or until such time as Blowbits may, upon reasonable prior notice, instruct Partner to cease displaying the Products. Partner may not alter, amend, adapt or translate the Products without Blowbits prior written consent. The Products shall at all times be the sole and exclusive property of Blowbits and no rights of ownership shall at any time vest with Partner even in such instances where Partner has been authorized by Blowbits to make changes or modifications to the Products.
- c) As between Partner and Blowbits, the Products, Blowbits Trademarks, all demographic and other information relating to users including referred customers, prospective Partners and Partners, and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on



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behalf of Blowbits and/or Blowbits Related Entities or otherwise related to the Products, Partner Program, Blowbits and/or Blowbits Related Entities, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, “Blowbits Property”) shall be and remain the sole and exclusive property of Blowbits. To the extent, if any, that ownership of any Blowbits Property does not automatically vest in Blowbits by virtue of this Agreement, or otherwise, and vests in Partner, Partner hereby transfers and assigns to Blowbits, upon the creation thereof, all rights, title and interest Partner may have in and to such Blowbits Property (and waives any and all moral rights, as applicable), including the right to sue and recover for past, present and future violations thereof.

5 Disclaimer of warranty

The Partner Program, the Products, the Blowbits Trademarks are provided “as-is”. Blowbits makes no warranties hereunder, and Blowbits expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Blowbits further disclaims all representations and warranties, express or implied, that the Products satisfy all of Partner’s or user’s requirements and or will be uninterrupted, error-free or free from harmful components.

6 Limitation of Liability

Blowbits shall have no liability with respect to the Blowbits Partner Program under this Agreement or otherwise for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for losses of profits, goodwill, use, data or other intangible losses resulting in any way from the Products, or Partner’s participation or inability to participate in the Partner Program even if Blowbits has been advised of the possibility of such damages. In any event, Blowbits liability to Partner under this Agreement for any reason will be limited to the Commission paid to Partner by Blowbits during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The relationship between a user and a Partner is strictly between the user and the Partner, and Blowbits is not obligated to intervene in any dispute arising between the user and the Partner. Under no circumstances shall Blowbits be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages whatsoever, that result from or relate to the Partner’s relationship with any user. These limitations shall apply even if Blowbits has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by applicable law.

7 Partner Indemnification

Partner agrees to indemnify, defend and hold harmless Blowbits and any Blowbits Related Entities and the directors, officers, employees, subcontractors and agents thereof (each, an “Indemnified Party”, and collectively, the “Indemnified Parties”), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys’ fees (collectively, “claims”), to the extent that such claim is based upon or arises out of: (a) Partner’s breach of any representation, warranty, obligation or covenant under this Agreement; (b) Partner’s gross negligence or wilful misconduct; (c) any warranty, condition, representation, indemnity or guarantee relating to Blowbits and Blowbits



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Related Entities granted by Partner to any user, prospective Partner or other third party; (d) Partner's use of the Products; (e) Partner's breach of any term of this Agreement (including any documents it incorporates by reference); (f) any third party claim that Partner's products or services, including without limitation any product infringes the intellectual property or other rights of a third party; (g) the performance, non-performance or improper performance of the Partner's products or services; and (h) Partner's relationship with any user.

8 Force Majeure

If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labour disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.

9 Non-Exclusivity

Nothing in this Agreement is intended to create, nor shall it be construed as creating, any exclusive arrangement between the Parties to this Agreement. This Agreement shall not restrict either Party from entering into similar arrangements with others, provided it does not breach its obligations under this Agreement by doing so, including without limitation, any confidentiality obligations.

10 No Waiver

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

11 Assignment

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective heirs, successors, permitted assigns and legal representatives. Blowbits shall be permitted to assign this agreement without notice to or consent from Partner. Partner shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without Blowbits prior written consent, to be given or withheld in Blowbits sole discretion.



Octa GST

Rev: 1.1

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12 Applicable Laws

This Agreement shall be governed by and interpreted in accordance with the laws of the Udaipur, Rajasthan and the laws of India applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Udaipur, Rajasthan, India with respect to any dispute or claim arising out of or in connection with this Agreement.