

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“Agreement”) is entered into between:

SkyLinx Global Solutions, a company incorporated under the laws of India, having its principal place of business at D No: 1-60/80/A & B, 3rd Floor, KNR Square, Gachibowli, Hyderabad - 500 032 – Telangana, India, operating the **Emplinx Human Resource Management System (“Emplinx”, “Platform”, “Provider”, “SkyLinx”)**,

AND

The organization subscribing to the Services (**“Customer”, “Client”, “Company”**).

This Agreement governs the Customer’s access to and use of Emplinx and all associated services.

DEFINITIONS

“Platform” means Emplinx HRMS, including all modules, applications, APIs, integrations, databases, reports, and related services.

“Services” means all software, support, maintenance, implementation, and professional services provided by SkyLinx.

“Customer Data” means all information uploaded, entered, generated, or processed by Customer through the Platform.

“Authorized User” means employees, contractors, administrators, or agents authorized by Customer.

“Subscription Term” means the duration of Customer’s subscription.

“Confidential Information” means non-public information disclosed by either party.

SERVICES

SkyLinx shall provide Customer with access to Emplinx according to the subscribed plan.

Services may include:

- Employee Management
- Payroll Management
- Attendance Management
- Recruitment Management
- Leave Management
- Performance Management

- Analytics & Reporting
- Mobile Applications
- API Integrations

Additional modules may be purchased separately.

SUBSCRIPTION AND LICENSE

Subject to payment of applicable fees, SkyLinx grants Customer a:

- Limited
- Non-exclusive
- Non-transferable
- Revocable

license to access and use Emplinx solely for internal business purposes.

No ownership rights are transferred.

CUSTOMER RESPONSIBILITIES

Customer shall:

- Maintain accurate account information
- Obtain all necessary employee consents
- Comply with applicable laws
- Protect account credentials
- Prevent unauthorized access

Customer shall not:

- Reverse engineer the Platform
 - Resell the Platform
 - Create derivative works
 - Attempt security testing without authorization
 - Introduce malicious code
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DATA OWNERSHIP

Customer retains ownership of all Customer Data.

SkyLinx claims no ownership rights over Customer Data.

Customer grants SkyLinx a limited right to process Customer Data solely for:

- Service delivery
- Support
- Security
- Compliance
- Backup and recovery

DATA PROCESSING

The parties acknowledge:

Customer acts as Data Controller/Data Fiduciary.

SkyLinx acts as Data Processor.

Processing activities are governed by the Data Processing Agreement attached to this Agreement.

INFORMATION SECURITY

SkyLinx shall maintain commercially reasonable security controls including:

- Encryption at rest
- Encryption in transit
- Role-based access controls
- Logging and monitoring
- Secure backups
- Security audits

Additional security details are described in the Security Policy.

FEES AND PAYMENT

Customer shall pay subscription fees according to the selected plan.

Invoices are payable within 15 days unless otherwise agreed.

Late payments may incur:

- Interest charges
- Service suspension
- Collection costs

All fees are exclusive of applicable taxes.

SERVICE LEVELS

Availability commitments, support obligations, maintenance windows, and uptime targets are governed by the Service Level Agreement.

CONFIDENTIALITY

Both parties agree to maintain confidentiality of all Confidential Information.

Confidential Information shall not be disclosed except:

- With written consent
- As required by law
- To professional advisors under confidentiality obligations

Confidentiality obligations survive termination for five (5) years.

INTELLECTUAL PROPERTY

Emplinx and all related software, documentation, trademarks, logos, source code, databases, interfaces, and proprietary technology remain the exclusive property of SkyLinx.

No rights are granted except those expressly stated.

WARRANTIES

SkyLinx warrants that:

- It has authority to provide the Services.
- Services will be provided in a professional manner.

Except as expressly stated, Services are provided “AS IS”.

LIMITATION OF LIABILITY

To the maximum extent permitted by law:

Neither party shall be liable for:

- Indirect damages
- Consequential damages
- Loss of profits

- Loss of goodwill
- Business interruption

SkyLinx's aggregate liability shall not exceed fees paid by Customer during the twelve (12) months preceding the claim.

INDEMNIFICATION

Customer shall indemnify SkyLinx against claims arising from:

- Customer Data
- Unlawful processing
- Regulatory violations
- Unauthorized use

SkyLinx shall indemnify Customer for third-party intellectual property infringement claims arising solely from the Platform.

TERM AND TERMINATION

This Agreement remains effective during the Subscription Term.

Either party may terminate:

- For material breach
 - For insolvency
 - As otherwise permitted herein
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DATA RETURN AND DELETION

Upon termination:

- Customer shall have 30 days to export data.
 - Data shall be deleted within 60 days unless retention is legally required.
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FORCE MAJEURE

Neither party shall be liable for delays caused by:

- Natural disasters
- Government actions
- Internet failures
- Cyberattacks

- Utility outages
- Labor disputes

GOVERNING LAW

This Agreement shall be governed by the laws of India.

DISPUTE RESOLUTION

Parties shall attempt good-faith negotiations.

If unresolved:

- Arbitration under Arbitration and Conciliation Act, 1996.
- Seat of Arbitration: Hyderabad, India.
- Language: English.

ENTIRE AGREEMENT

This Agreement, together with the Privacy Policy, DPA, SLA, User Agreement, and Security Policy, constitutes the entire agreement between the parties.