

Master SaaS Agreement (MSA) — VibeControls

Document ID: VC-LEGAL-001 **Title:** Master SaaS Agreement (MSA) **Version:** 1.0-draft **Last updated:** 2026-05-15 **Publisher:** Algoshred Technologies Private Limited (Burdenoff Group) **Canonical location:** <https://burdenoff.com/contracts/vibecontrols/VC-LEGAL-001> **Burdenoff Group Contract Registry** — root at <https://burdenoff.com/contracts> (one subgroup per product). The contracts referenced in this document belong to the **VibeControls subgroup** at <https://burdenoff.com/contracts/vibecontrols/>. Every referenced contract is identified by its Document ID (VC - LEGAL - ### / VC - PRICING - ###) and incorporated by reference.

Document type: Core commercial contract / Customer Terms **Provider:** **Algoshred Technologies Private Limited** ("Algoshred", "we", "us"), a company incorporated under the Companies Act, 2013 **Product:** **VibeControls** (the "Service") **Product website:** <https://vibecontrols.com> **Company website:** <https://algoshred.com> **Registered office:** "VISWAM", Plot No. 43, Veeramani Nagar, 2nd Cross Street, Nanmangalam, Chennai - 600117, Tamil Nadu, India **CIN:** U72900TN2022PTC156974 **PAN:** AAXCA9689B **GSTIN:** 33AAXCA9689B1Z3 **Udyam:** UDYAM-TN-02-0215666 **Authorised Signatory:** Vignesh T.V. (legal name: Tinnaneri Venkatanarayanan Vignesh) — Founder, CEO & CTO **US Affiliate:** **Algoshred Technologies Corp**, a corporation incorporated in the State of Delaware, United States (EIN 35-2845680) ("Algoshred US"), Algoshred's wholly-related US entity for international payment processing via Stripe **Notices:** contact@vibecontrols.com (legal notices also to the registered office) **Status:** TEMPLATE / DRAFT — legal review pending. See **VC-LEGAL-REG** — Open Questions & Risks Register.

1. Parties and structure

1.1 This Master SaaS Agreement ("**Agreement**") is entered into between **Algoshred Technologies Private Limited**, a company incorporated under the Companies Act, 2013 with CIN U72900TN2022PTC156974, having its registered office at "VISWAM", Plot No. 43, Veeramani Nagar, 2nd Cross Street, Nanmangalam, Chennai - 600117, Tamil Nadu, India ("**Algoshred**", "we", "us") and the customer identified in the applicable Order Form, click-through acceptance, or self-serve sign-up flow ("**Customer**", "you").

1.2 **Algoshred is part of the Burdenoff Group.** The Burdenoff Group is a group of associated companies that work together across all operations and capacities. Within the Group:

- **Burdenoff Consultancy Services Private Limited** ("**Burdenoff Consultancy**") acts as the **manpower house**: it holds and employs all personnel in every role across the Group, except the directors of each Group company. Burdenoff Consultancy personnel deliver, operate, support and maintain the Service on behalf of Algoshred under intra-group services, confidentiality and data-protection arrangements.
- **Algoshred Technologies Corp** is Algoshred's wholly-related US entity, incorporated in the State of Delaware, United States, EIN 35-2845680 ("**Algoshred US**"). Algoshred US is responsible for receiving and processing international payments via **Stripe**. Algoshred itself receives and processes Indian and other regional payments via **Razorpay**. Either Algoshred entity is authorised to invoice for, collect, and receipt payments due under this Agreement; Customer's payment to either entity discharges Customer's payment obligation pro tanto.

- The Burdenoff Group operates multiple SaaS products under a shared platform. Certain **platform quotas and usage** — including, without limitation, shared storage, compute, infrastructure capacity, API request pools, and observability — are shared across Burdenoff Group products and across products subscribed to by Customer, subject at all times to the security, isolation, and privacy commitments in this Agreement, the DPA and the Security Exhibit, and to applicable law.

1.3 The Agreement consists of, in order of precedence:

1. The applicable **Order Form** (signed or click-accepted) or self-serve plan selection page.
2. The **Data Processing Addendum** (DPA), where executed or where personal data is processed.
3. This **Master SaaS Agreement**.
4. The **Security Exhibit, SLA & Support Policy** (Enterprise only — see §3.4 and §8), **Acceptable Use Policy** (AUP), **AI Product Terms, Marketplace Terms**, and any other Algoshred policies referenced in the Order Form or made available at <https://burdenoff.com/contracts> (collectively, "**Policies**").

1.4 Where the Customer is a consumer or an individual in India transacting through the self-serve flow (e.g. Free / Hobby / Pro), the website **Terms of Service** and **Privacy Policy** published at <https://vibecontrols.com> apply in addition; this MSA prevails in case of conflict for paid plans only. The contracts in this stack are the **single source of truth** for the website-facing Terms and Privacy Policy.

2. Definitions

- **"Affiliate"**: an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of voting interests.
- **"Agent"**: the `vibecontrols-agent` runtime and any sub-component installed by Customer on Customer-controlled machines, environments or targets.
- **"Authorized User"**: an employee, contractor or other individual whom Customer authorizes to use the Service under Customer's account, subject to seat limits in the Order Form or plan.
- **"Customer Data"**: any data, content, code, configuration, secrets, credentials, prompts, logs, telemetry, files, vibes, notes, docs sites and other materials submitted to or generated within the Service by Customer or its Authorized Users, excluding (i) Service Generated Data and (ii) Algoshred Technology.
- **"Documentation"**: the user and admin documentation for the Service published at <https://docs.vibecontrols.com> or otherwise made available by Algoshred.
- **"Order Form"**: an ordering document or online checkout/plan selection that incorporates this MSA.
- **"Plan"**: the subscription tier (Free, Hobby, Pro, Team, Enterprise) and any add-ons selected on the Order Form or self-serve checkout.
- **"Service"**: the VibeControls hosted developer control plane, including its app shell, microfrontends, workspace service, agent runtime, plugin runtime, AI orchestration UI, docs hosting, CLI, SDK, MCP server, Store and APIs, as updated by Algoshred from time to time.
- **"Service Generated Data"**: usage, telemetry, performance, error and security data generated by the Service about Customer's use of the Service, in aggregated or de-identified form.
- **"Subprocessor"**: a third-party processor engaged by Algoshred to process Personal Data in connection with the Service, as listed in Annex 3 of the DPA.
- **"Subscription Term"**: the period during which Customer is entitled to access the Service under an Order Form.

3. Provision of the Service

3.1 Grant. Subject to this Agreement and timely payment of Fees, Algoshred grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide right during the Subscription Term to access and use the Service and the Documentation for Customer's internal business operations, subject to the Plan limits and the AUP.

3.2 Agents and on-premise components. Algoshred additionally grants Customer a non-exclusive, non-transferable licence to install and run the Agent and any officially distributed CLI/SDK on machines Customer owns or controls solely to connect to the Service. Customer is responsible for the security, configuration and operating cost of those machines.

3.3 Plan limits. Plan-level entitlements (users, workspaces, projects, agents, vibes, active sessions, SSH targets, tunnels, plugin installs, shared storage, daily AI sessions, daily API requests, webhook deliveries, analytics and audit retention) are set out in the User Pricing Guide and applicable Order Form. Algoshred may meter usage, warn before limits, and throttle or refuse new usage on limit overrun; existing Customer Data remains accessible to the extent technically feasible.

3.4 Service levels and the SLA. Algoshred does **not** provide a service level agreement or service credits for non-Enterprise plans (Free, Hobby, Pro, Team). Those plans are provided on a **best-effort** basis. A formal SLA (with uptime commitments and service credits) is available only as a **paid, separately-negotiated add-on for Enterprise Customers**, documented in the SLA & Support Policy and incorporated by reference into the relevant Order Form.

3.5 Free plan. The Free plan is provided **AS IS**, without SLA, without support beyond community channels, and may be modified, rate-limited or terminated at any time on reasonable notice.

3.6 Beta and preview features. Features designated "beta", "preview", "alpha", "experimental", "early access" or similar are provided AS IS, are excluded from the SLA, may change or be withdrawn at any time, and may have additional restrictions on use.

3.7 Updates. Algoshred will deploy bug fixes, security updates and feature improvements during the Subscription Term at no additional charge, provided this does not reduce in any material respect the Service's core functionality. Material reductions during a paid Subscription Term require 30 days' prior notice and entitle Customer to a pro-rata refund of unused, prepaid Fees if Customer terminates within 30 days of the notice.

4. Use restrictions and Authorized Users

4.1 Customer is responsible for the acts and omissions of its Authorized Users as if they were Customer's own.

4.2 Customer shall not, and shall not permit any Authorized User or third party to:

- access or use the Service in violation of the AUP;
- copy, modify, translate, decompile, reverse-engineer, disassemble or create derivative works of the Service except to the extent expressly permitted by Indian law (including Sections 52(1)(ab)/(ac) of the

Copyright Act, 1957);

- circumvent any technical limitation, rate limit, billing meter, licence key, watermark, audit log or security mechanism;
- use the Service to develop a competing product or service or to benchmark the Service for publication without Algoshred's prior written consent;
- resell, sublicense, lease, rent, or provide the Service as a managed/hosted service to third parties except under a separate **Partner/Reseller Agreement** or approved Order Form;
- upload to the Service any malware, ransomware, viruses, exploits or content that infringes third-party rights or violates law; or
- use the Service to process **regulated personal data** (children's data, government-classified data, payment card data subject to PCI-DSS, electronic health records, biometric IDs, Aadhaar data subject to the Aadhaar Act 2016) **except** under an Enterprise Order Form that expressly permits such use and includes the corresponding addenda.

4.3 Algoshred may suspend, in whole or in part, Customer's access if continued use poses an imminent security, legal, or operational risk to the Service or its other users. Algoshred will use reasonable efforts to notify Customer in advance and to limit suspension to what is necessary.

5. Customer Data

5.1 Ownership. As between the parties, Customer retains all right, title and interest in and to Customer Data. Customer grants Algoshred a worldwide, non-exclusive, royalty-free, sublicensable (only to Subprocessors) licence to host, copy, transmit, display, process and otherwise use Customer Data solely to (a) provide, secure, support and improve the Service for Customer, (b) prevent or address technical or security problems, (c) comply with law, and (d) enforce this Agreement.

5.2 No training on Customer Data without consent. Algoshred will **not** use Customer Data to train, fine-tune or evaluate any generally-available machine-learning or large-language model. See the **AI Product Terms** for detail on AI session handling.

5.3 Backups. Algoshred maintains operational backups of Customer Data as described in the Security Exhibit. Customer remains responsible for keeping its own backups where the use case warrants it.

5.4 Return and deletion. Within 30 days after the end of the Subscription Term, Customer may export Customer Data through documented Service mechanisms. After that period (or, for Free/Hobby accounts, after 90 days of inactivity), Algoshred may delete Customer Data, except where retention is required by law or for ordinary backup-cycle purposes (max 90 days).

5.5 Service Generated Data. Algoshred may collect and use Service Generated Data, in aggregated and de-identified form, to operate, secure, improve and benchmark the Service and to publish industry statistics, provided that no individual or Customer is identifiable.

6. Customer responsibilities

Customer shall:

- maintain the confidentiality of credentials and promptly notify Algoshred of suspected compromise;
 - ensure that its Authorized Users comply with this Agreement;
 - obtain all rights, consents and notices required for Algoshred to process Customer Data in accordance with this Agreement (including under the **Digital Personal Data Protection Act, 2023** and SPDI Rules under the IT Act, 2000);
 - be responsible for the lawful operation of Agents on Customer-controlled machines, including patching, OS hardening, network egress controls and lawful interception requirements applicable to Customer;
 - be responsible for its choice and configuration of third-party AI providers, source code repositories, SSH targets, tunnels, plugins and integrations; and
 - pay all Fees and applicable Taxes when due.
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7. Fees, payment, and taxes

7.1 Fees and invoicing entity. Customer shall pay all Fees stated on the Order Form, plan checkout, or invoice. Self-serve plans are charged in advance, monthly or annually, by the payment method on file. Enterprise plans are invoiced annually in advance unless otherwise stated. Indian and other regional payments are invoiced by **Algoshred Technologies Private Limited** and processed via **Razorpay**; international payments are invoiced by **Algoshred Technologies Corp** (Delaware) and processed via **Stripe**. The Order Form or checkout flow identifies which entity issues a given invoice. Payment to either Algoshred entity discharges Customer's payment obligation pro tanto for the invoiced amount.

7.2 Currency and regional pricing. Pricing follows the User/Enterprise Pricing Guide and the Customer's verified billing country. Pricing may differ across India, regional bands and global standard pricing. Region changes are allowed at most once every 12 months and apply at renewal.

7.3 Taxes. (a) Fees are exclusive of all taxes, duties and similar government charges, including Indian **GST (CGST/SGST/IGST)**, withholding tax, **TDS**, equalisation levy, customs duty and foreign sales/VAT/GST. Customer shall pay all such amounts other than taxes on Algoshred's net income. (b) For Indian B2B Customers, Customer shall provide a valid **GSTIN** at the time of order; Algoshred will issue tax invoices compliant with the CGST/SGST/IGST Acts and applicable e-invoicing thresholds. (c) For Indian B2C Customers, GST will be charged in addition to displayed prices where applicable. (d) Customer shall withhold tax only as required by law, and shall provide tax-withholding certificates within a reasonable time. Where Customer withholds tax on a payment to a non-resident Affiliate of Algoshred, the parties shall cooperate on DTAA benefits and Form 10F / TRC requirements.

7.4 Late payment. Undisputed amounts unpaid for more than 30 days from invoice date accrue interest at the lower of (i) 1.5% per month or (ii) the maximum rate permitted by applicable law. Algoshred may suspend the Service for non-payment after 15 days' written notice. For Indian micro/small enterprises registered under the **MSMED Act, 2006**, the interest rate prescribed under that Act shall apply when Algoshred is the supplier and Customer is the buyer (and vice versa) where mandated.

7.5 Disputed amounts. Customer must notify Algoshred of any good-faith dispute over an invoice within 15 days of the invoice date; undisputed portions remain payable.

7.6 Refunds. Refunds, where applicable, follow Algoshred's published refund policy: Hobby and Pro include a 30-day money-back guarantee for the first paid period; Team includes a 30-day guarantee for the first annual purchase; Enterprise Order Forms are non-refundable except as expressly stated. Free plan and add-ons are not refundable.

7.7 Price changes. Algoshred may change prices and Plan limits at renewal with at least 30 days' prior notice; prices are fixed during a paid Subscription Term unless the Order Form provides for inflationary or seat true-up adjustments.

8. Term, renewal, and termination

8.1 Term. The Subscription Term is as stated in the Order Form. Self-serve monthly subscriptions renew monthly; annual subscriptions renew for like annual terms unless either party gives notice of non-renewal at least 30 days before the renewal date (or, for Enterprise, the period stated in the Order Form, default 60 days).

8.2 Termination for cause. Either party may terminate this Agreement or any Order Form if the other party (a) materially breaches and fails to cure within 30 days of written notice (or 7 days for non-payment); (b) becomes insolvent, undergoes liquidation, files for bankruptcy, or has a receiver appointed; or (c) is subject to events under Section 14 (Force Majeure) for more than 60 consecutive days.

8.3 Termination for convenience by Algoshred. Algoshred may terminate Free plans and unpaid trials at any time for convenience on reasonable notice. Paid plans may be terminated for convenience only at the end of the then-current Subscription Term.

8.4 Effect of termination. (a) Customer's right to access the Service ceases. (b) Customer may export Customer Data per Section 5.4. (c) Customer remains liable for all Fees due up to termination; Fees for the then-current period are non-refundable unless termination is for Algoshred's uncured material breach, in which case Customer receives a pro-rata refund of prepaid, unused Fees. (d) Sections that by their nature should survive (definitions, ownership, payments, confidentiality, indemnity, liability, governing law, dispute resolution, surviving obligations of DPA) survive termination.

9. Intellectual property

9.1 Algoshred IP. As between the parties, Algoshred retains all right, title and interest in and to the Service, the Documentation, all Algoshred trademarks, the Agent and CLI/SDK software, all software, source code, APIs, schemas, models, plugins authored by Algoshred, Service Generated Data, and all enhancements thereto, including all intellectual property rights therein.

9.2 Feedback. If Customer or its Authorized Users provide feedback, suggestions, ideas or proposed improvements regarding the Service ("Feedback"), Customer grants Algoshred a perpetual, irrevocable, worldwide, royalty-free, sublicensable licence to use the Feedback for any purpose without obligation. Algoshred will not identify Customer as the source of Feedback without consent.

9.3 Trademarks. Algoshred may identify Customer as a customer on its website and marketing materials, using Customer's name and logo, unless Customer opts out by written notice. Enterprise Customers may

require prior approval per their Order Form.

9.4 Open-source components. The Service contains open-source software components; their licences are listed in the Documentation and prevail over this MSA solely as to those components.

10. Confidentiality

10.1 "Confidential Information" means non-public information disclosed by one party to the other that is identified as confidential or that would reasonably be considered confidential under the circumstances, including the Service's non-public features, pricing, security reports, customer data, business plans and source code.

10.2 The receiving party shall (a) protect Confidential Information with at least the same degree of care it uses for its own confidential information of like nature (and no less than reasonable care), (b) use it only as necessary to exercise rights and perform obligations under this Agreement, and (c) not disclose it to third parties except to its employees, Affiliates, Subprocessors, professional advisors and contractors who have a need to know and are bound by confidentiality obligations no less protective than this Section.

10.3 Confidential Information excludes information that is publicly known without breach, independently developed without use of Confidential Information, lawfully received from a third party without confidentiality obligation, or required to be disclosed by law or court/regulatory order (with prompt notice to the disclosing party where lawful).

10.4 Obligations under this Section survive for 3 years after termination, except for source code and personal data which remain confidential indefinitely.

11. Warranties

11.1 **Mutual.** Each party warrants that (a) it has the legal power and authority to enter into this Agreement and (b) it will comply with all laws applicable to its performance.

11.2 **Service warranty.** During a paid Subscription Term Algoshred warrants that the Service will perform substantially as described in the Documentation. For Enterprise Customers that have purchased the SLA add-on, Customer's exclusive remedy for breach is the service credits under that SLA and, if Algoshred fails materially over two consecutive measurement periods, termination per Section 8. For all other paid plans, Customer's exclusive remedy is termination of the affected portion of the Service per Section 8 and a pro-rata refund of prepaid, unused Fees.

11.3 **Anti-bribery / sanctions.** Each party warrants that it (a) will comply with the **Prevention of Corruption Act, 1988**, the U.S. FCPA and the U.K. Bribery Act 2010 in connection with this Agreement, and (b) is not a sanctioned party under applicable sanctions regimes.

11.4 **Disclaimer.** Except as expressly stated, the Service is provided **AS IS** and Algoshred disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, and any warranty arising from course of dealing or trade usage. Algoshred does not warrant that the Service

will be uninterrupted, error-free, free from harmful components, or that Customer's use will achieve specific results.

12. Indemnification

12.1 By Algoshred (IP). Algoshred shall defend Customer against third-party claims alleging that Customer's use of the Service, in accordance with this Agreement, infringes the intellectual property rights of a third party, and shall pay damages finally awarded by a court of competent jurisdiction or agreed in settlement.

Algoshred's obligations do not apply to claims arising from (i) Customer Data, (ii) use in combination with non-Algoshred items where the claim would not have arisen without that combination, (iii) modifications not made by Algoshred, (iv) use after Algoshred notifies Customer to discontinue use, or (v) use in breach of this Agreement or the AUP. If a claim is made or appears likely, Algoshred may, at its option, procure rights for continued use, modify the Service to be non-infringing, or terminate the affected portion and refund pro-rata unused prepaid Fees. This is Customer's sole and exclusive remedy for IP infringement.

12.2 By Customer. Customer shall defend Algoshred against third-party claims arising out of (a) Customer Data, (b) Customer's use of the Service in breach of this Agreement, the AUP or applicable law, (c) Customer's plugins, agents, integrations or content distributed via the Service, and (d) Customer's failure to obtain required consents under the DPDP Act or the SPDI Rules, and shall pay damages finally awarded or agreed in settlement.

12.3 Procedure. The indemnified party shall promptly notify the indemnifying party of the claim, give it sole control of the defence and settlement (provided settlement does not admit liability of or impose obligations on the indemnified party without consent, not to be unreasonably withheld), and provide reasonable cooperation.

13. Limitation of liability

13.1 Cap. Each party's aggregate liability under or in connection with this Agreement shall not exceed the **Fees paid or payable by Customer to Algoshred under the affected Order Form during the 12 months preceding the event giving rise to liability.**

13.2 Excluded damages. Neither party shall be liable for indirect, incidental, special, consequential, punitive or exemplary damages, lost profits, lost revenue, lost data, loss of business or goodwill, even if advised of the possibility.

13.3 Carve-outs. The cap and exclusion in 13.1 and 13.2 do **not** apply to:

- Customer's payment obligations under Section 7;
- liability under Section 4 (Use restrictions), Section 10 (Confidentiality) — capped at 2× the Section 13.1 amount;
- Customer's indemnity in 12.2;
- a party's breach of Section 17 (Anti-bribery / Export);
- gross negligence, wilful misconduct, or fraud;
- death or personal injury caused by negligence; or

- any liability that cannot be excluded under applicable law.

13.4 Free plan. For Free plan Customers, Algoshred's aggregate liability shall not exceed INR 1,000.

14. Force majeure

Neither party is liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, pandemic, governmental orders, lockdowns, fire, flood, telecommunications failure, internet backbone failure, denial-of-service attacks on third-party infrastructure, and acts of cloud providers, provided the affected party uses reasonable efforts to mitigate.

15. Governing law, dispute resolution, jurisdiction

15.1 Governing law. This Agreement is governed by the laws of the Republic of India, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.2 Escalation. The parties shall first attempt in good faith to resolve any dispute through escalation between authorised representatives for at least 30 days.

15.3 Arbitration (B2B Order Forms). If escalation fails, any dispute, controversy or claim arising out of or relating to this Agreement, including its existence, validity, termination, or any non-contractual obligation arising out of or in connection with it, shall be finally resolved by arbitration under the **Arbitration and Conciliation Act, 1996** (as amended). The seat and venue of arbitration shall be **Chennai, Tamil Nadu, India**; the tribunal shall consist of a sole arbitrator mutually appointed (failing which appointed under the Act); proceedings shall be in English; the award shall be final and binding. Either party may seek interim relief in the courts identified in Section 15.4.

15.4 Jurisdiction. Subject to Section 15.3, the courts of **Chennai, Tamil Nadu, India** shall have exclusive jurisdiction. Algoshred may seek injunctive or equitable relief in any court of competent jurisdiction to protect its IP, Confidential Information or to enforce payment.

15.5 Consumer Customers. For Customers who are consumers under the **Consumer Protection Act, 2019**, nothing in this Section deprives the Customer of mandatory consumer protections (including the consumer's right to approach consumer forums having territorial jurisdiction over the consumer's residence).

16. Notices

16.1 Notices to Algoshred must be sent to contact@vibecontrols.com and, for legal notices, also to the registered office address above. Notices to Customer may be sent to the contact and billing emails on the Customer account. Notices are deemed received on the next business day after dispatch by email or on actual delivery if sent by courier.

16.2 Routine operational notices (downtime, maintenance, policy updates) may be posted to the status page, in-product, or by email.

17. Compliance, anti-bribery, export, sanctions

17.1 Each party shall comply with all applicable laws including the Prevention of Corruption Act, 1988, FCPA, U.K. Bribery Act, applicable export-control and sanctions regimes (including U.S. OFAC, EU, UK, and India's FTDR Act / DGFT lists), and the **Foreign Exchange Management Act, 1999** (FEMA) for cross-border payments.

17.2 Customer warrants that it is not, and its Authorized Users are not, located in or controlled from a country or by a person subject to comprehensive sanctions, and that Customer will not export, re-export or make the Service available to such persons or use it in connection with prohibited end uses.

18. Miscellaneous

18.1 **Independent contractors.** The parties are independent contractors; nothing creates a partnership, joint venture, agency or employment relationship.

18.2 **Assignment.** Neither party may assign this Agreement without the other's prior written consent, except to an Affiliate or in connection with a merger, reorganisation or sale of substantially all of its assets, on notice to the other party. Any unauthorised assignment is void.

18.3 **Subcontracting.** Algoshred may engage Subprocessors under the DPA and may engage subcontractors generally; Algoshred remains responsible for their acts and omissions in connection with the Service.

18.4 **Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain in full force; the parties shall negotiate in good faith to replace the invalid provision with one that achieves its commercial intent.

18.5 **No waiver.** A waiver is effective only if in writing; failure to enforce is not a waiver.

18.6 **Entire agreement.** This Agreement (with its Policies and Order Forms) is the entire agreement between the parties on its subject and supersedes prior or contemporaneous communications. No purchase-order terms, click-wrap or other Customer terms apply, even if Algoshred signs or accepts such a document.

18.7 **Counterparts and electronic execution.** This Agreement may be executed in counterparts, including electronic signatures under the **Information Technology Act, 2000**. Stamping, where required under the Indian Stamp Act or the Tamil Nadu Stamp Act, is Customer's responsibility unless the Order Form states otherwise.

18.8 **Language.** The English version of this Agreement controls; translations are for convenience only.

18.9 **No third-party beneficiaries.** Except for Affiliates and indemnified parties, there are no third-party beneficiaries.

Last updated: 2026-05-15 (draft) Owner: Legal / Algoshred Review cycle: every 12 months or on material law/product change

Reference and incorporation

All Burdenoff Group contracts, addenda, exhibits, policies and registers referenced in this document are identified by their **Document ID** (B0FF-LEGAL-### or B0FF-PRICING-###) and are published at <https://burdenoff.com/contracts>. Each such referenced document is incorporated into this document by reference. The version of a referenced document that applies is the version published at <https://burdenoff.com/contracts> as at the Effective Date of the applicable Order Form (or, where no Order Form exists, the version current at the date of acceptance), unless an executed Order Form specifies a frozen version.