

THORS India Private Limited
 No. 114, South Street, Karur – 639 001
 Senthil Kumar ♦ +1 330.396.1986 ♦ senthil.kumar@thors.com
 S S Balasubramanian ♦ +91 9840703127 ♦ ssbala@thors.com

Quote Number	INSK0524-01A (Please reference on all Purchase Orders)
Quote Date	January 29, 2024
Quote Validity	60 Days
Payment Terms	Signed Quote with PO and 100% Advance Payment
Taxes	State + Central / Integrated GST additional All local taxes and charges are to your account

Prepared For:
Indian Valve and Actuator Manufacturers Association
 3rd, Senthil Towers, 1078, Avinashi Road, Coimbatore, Tamil Nadu 641018, India
 R Muruganatham ♦ admin@ivama.in
 Ramesh Babu ♦ ramesh.babu@velan.com



IVAMA MEMBERSHIP PRICING

		1-10 Learners per Facility	11-50 Learners per Facility	51-100 Learners per Facility
1-Year Contract: Prepaid Annually	Price per Named Learner: 5 Course Pack	INR 9,000	INR 8,500	INR 8,000
	Price per Named Learner: 10 Course Pack	INR 13,500	INR 12,750	INR 12,000
	Price per Named Learner: 20 Course Pack	INR 22,500	INR 21,250	INR 20,000

The above subscription provides Named Learner access to the Purchased Courses for One Year and provides 24/7/365 access.

MARKETING AGREEMENT

Informational Webinars: IVAMA-Scheduled/THORS-Led Once per Quarter:
 Review Courses Available; How IVAMA Members can Benefit from Engaging in THORS
 Email Campaigns: IVAMA to Market THORS to Membership Once per Quarter

AGREEMENT

THORS LLC is providing THORS Academy Content to You as provided in this Quote and accompanying Terms of Service ("Agreement").
 By signing below, both parties agree to be bound by this Agreement.

Client Printed Name Ramesh Babu
 Client Signature [Signature]
 Title Vice Chairman, IVAMA
 Date 30-Jan-2024

THORS Printed Name Senthil Kumar
 THORS Signature [Signature]
 Title Founder
 Date January 30, 2024

RANGARAJAN RAMESHBABU
Digitally signed by RANGARAJAN RAMESHBABU
 DN: c=IN, o=PERSONAL, postalCode=630008, st=TAMIL NADU, serialNumber=251100294410520, rbbaad985e2a100e6a5b78696012a74
 SId, cn=RANGARAJAN RAMESHBABU
 Date: 2024.01.30 11:49:49 +05'30'



These Terms of Service and accompanying Quote for the THORS LLC Site (“terms”) are legally binding terms governing Your use of the THORS LLC Site Services.

By accepting these terms and/or using the THORS LLC Site Services, You:

- Agree to these terms on behalf of Our customer with which You are employed or associated, and
- Represent that You have the authority to bind that customer to these terms, and
- Represent that You are an authorized user under the Master Subscription Agreement^(a) between that customer and THORS LLC.

If You do not have such authority, or do not agree to these terms, You may not use the THORS LLC Site Services.

- Only Named Learners may access the courses.
- Learners cannot share their log-in credentials with anyone.
- If a Learner leaves the company, the company must contact THORS LLC to have the Learner deactivated and can reassign the log-in for the remaining period of the subscription by paying INR 1,000 + GST.
- THORS LLC reserves the right to accept Learners and/or suspend Subscriptions based on violation of the Terms of Service.

1. DEFINITIONS

- A. “**THORS LLC Site**” means a website created by THORS LLC.
- B. “**THORS LLC Site Services**” means the online, web-based application accessible at <https://academy.thors.com>.
- C. “**Master Subscription Agreement**”^(a) means the Master Subscription Agreement between You (the Customer) and THORS LLC under which You subscribe to THORS LLC Site Services.
- D. “**Quote**” means, if You are subscribing to the THORS LLC Site Services, any ordering documents entered into between You and Us for Your subscription to that service.
- E. “**Learner**” means individuals who are authorized by You to use the THORS LLC Site Services, and have been supplied user identifications and passwords by You (or by Us at Your request). Learners may include but are not limited to Your employees, consultants, contractors and agents.
- F. “**We**,” “**Our**” or “**Us**” means THORS LLC.
- G. “**You**” or “**Your**” means the company or other legal entity which is Our customer and for which You are accepting these Terms, including its affiliates as provided in the Master Subscription Agreement^(a).

2. SOFTWARE LICENSE

- A. THORS LLC is a web-based application. There is no software installed on Your computer. Access to the THORS LLC Site is licensed, not sold, under the terms of the Master Subscription Agreement^(a), and the Quote.
- B. This license is for the Customer’s internal purposes only, and the THORS LLC Site shall be used solely in connection with the Services and in accordance with the use limitations specified in the Master Subscription Agreement^(a) and the Quote.
- C. To the extent of any conflict or inconsistency between the provisions in the Quote and the Master Subscription Agreement^(a), the terms of the Quote shall prevail.

3. PERMITTED LICENSE USES AND RESTRICTIONS

- A. The Quote allows for the use of the THORS LLC Site by Learners authorized by You to use the THORS LLC Site Services.
- B. The number of Your Learners accessing the system cannot exceed the number of Course Launches purchased.
- C. The Customer may not rent, lease, lend, or sublicense the THORS LLC Site, or otherwise make the THORS LLC Site available to anyone other than authorized Learners.
- D. Except as and only to the extent permitted by applicable law, or by licensing terms governing use of the THORS LLC Site, neither You nor any other Customer personnel may copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the THORS LLC Site or the THORS LLC Site updates, or any part thereof. Any attempt to do so is a violation of the rights of THORS LLC and its licensors. If You or any other Customer personnel breach this restriction, You or they, and the Customer, may be subject to prosecution and damages.
- E. THORS LLC and its licensors retain ownership of all intellectual property rights in the THORS LLC Site, and reserve all rights not expressly granted to the Customer.

4. TERM, TERMINATION, AND PRICING

- A. The term of the Quote shall commence on the date You indicate on the Quote and end upon the earlier of:
 - i. The end of the subscription term for the THORS LLC Site, as specified on the Quote, or
 - ii. Termination in accordance with the Master Subscription Agreement^(a).
- B. Upon any such termination, the Customer (including You) shall no longer be permitted to use the THORS LLC Site.
- C. The pricing for each subscription term is set forth in the accompanying Quote.

5. SUPPORT

- A. Support shall be provided in accordance with the Master Subscription Agreement^(a).

^(a) THORS LLC Master Subscription Agreement is available upon request from support@thors.com.

THORS LLC Privacy Policy is available at <https://thors.com/privacy-policy>, and Terms of Use is available at <https://thors.com/terms-of-use>. Both are available upon request from support@thors.com.