End User License Agreement

Subscription Based Software

Product

Avo Assure

Prepared by

Legal & Compliance

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END USER LICENSE AGREEMENT

Subscription Based Software - Terms

THIS END USER LICENSE AGREEMENT ("LICENSE AGREEMENT") IS A LEGAL CONTRACT BETWEEN AVO AUTOMATION, A DIVISION OF AMIN HOLDINGS PRIVATE LIMITED (FORMERLY KNOWN AS SLK SOFTWARE PVT LTD) ("LICENSOR") AND YOU, EITHER AS AN INDIVIDUAL OR AN ENTITY ("LICENSEE"). IF THE LICENSEE IS ACCEPTING ON BEHALF OF AN ENTITY, THE LICENSEE REPRESENTS AND WARRANTS THAT THE LICENSEE HAS THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. LICENSOR IS WILLING TO AUTHORIZE LICENSEE'S ACCESS AND USE OF THE SOFTWARE ASSOCIATED WITH THIS LICENSE AGREEMENT ONLY UPON THE CONDITION THAT LICENSEE ACCEPTS THIS LICENSE AGREEMENT WHICH GOVERNS LICENSEE'S USE OF THE SOFTWARE. BY ACCESSING AND USING THE SOFTWARE, LICENSEE INDICATES LICENSEE'S ACCEPTANCE OF THIS LICENSE AGREEMENT AND LICENSEE'S AGREEMENT TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

How this Agreement is accepted

This End User License Agreement is incorporated by reference into, and referenced via hyperlink within, the applicable Avo Automation Order Form. By signing an Order Form that links to this Agreement, Licensee acknowledges that it has read, understood, and agrees to be bound by the terms of this Agreement, without the need for a separate signature on this document.

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1. Definitions

1.1. Specific Words or Phrases. For purposes of this License Agreement, each word or phrase listed below shall have the meaning designated. Other words or phrases used in this License Agreement may be defined in the context in which they are used and shall have the respective meaning there designated.

- **"Affiliate"** means and includes any entity that directly or indirectly controls, is controlled by, or is under common control with Licensee, where "control" means the ownership of, or the power to vote, at least fifty percent (50%) of the voting stock, shares or interests of such entity. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of this Agreement.
- **"Cloud Services"** means the availability of the Software as defined herein on an appropriate cloud environment, accessible for use by the Licensee's Authorized Users for use in accordance with the terms and conditions of this Agreement.
- **"Customer Data"** means any data, information, materials of Licensee or its Authorized Users in electronic form, that Licensee uploads, inputs, processes through or transfers into the Software in availing the services under this Agreement.
- **"License Agreement"** means or "Agreement" means the terms of this End User License Agreement for accessing Software on subscription basis together with the appendices and other exhibits attached hereto or incorporated herein by reference.
- **"Authorized Users"** means and include Licensee, its named employees and/or contractors (including third-party consultants and system integrators) acting for Licensee's benefit, provided such persons are bound by written obligations of confidentiality and use no less protective than those set forth in this Agreement, and who have been granted authorized access to the Licensor's Cloud Services under the terms and conditions of this Agreement. Licensee shall remain responsible and liable for the acts and omissions of all Authorized Users as if they were its own acts and omissions.
- **"Documentation"** means all documents and materials (in any language, format or medium) that are normally supplied by Licensor to its commercial licensees to aid in the use and operation of the Software, and all modifications to such documents or materials that are made by or on behalf of Licensor from time to time (provided such modifications do not diminish the performance or operational capabilities of the Software), including: (i) description of the functional, technical, design and performance characteristics, (ii) operation procedures and instructions, and (iii) training guides and user manuals as are made available to the Licensee or available at avoautomation.ai.

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- **"Intellectual Property Rights"** means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.
- **"License"** means a license to use the Software granted pursuant to the terms and conditions of this License Agreement.
- **"Licensee"** means the person or entity that has entered into this License Agreement and the Authorized Users.
- **"Licensor"** means Avo Automation, a division of Amin Holdings Private Limited (formerly known as SLK Software Pvt Ltd) or any reseller authorized by Avo Automation to resell its License.
- **"Maintenance Services"** means the maintenance services to be provided by Licensor in accordance with the requirements set forth or referenced in Section 8.
- **"Order Form"** means the order for License placed by Licensee whether directly or through an authorized reseller of Licensor, which shall include all the commercial terms of use including but not limited to the number, type, duration, cost of License etc.
- **"Party"** means either the "Licensor" or "Licensee", individually as the context so requires; and "Parties" means the "Licensor" and "Licensee", collectively.
- **"Personnel"** means and includes a Party's or an Affiliate's directors, officers, employees, agents, auditors, consultants, contract employees and subcontractors.
- **"Software"** means the appropriate software product licenses made available to Licensee and its Authorized Users by Licensor under this License Agreement, together with the related Documentation as agreed to and detailed in the Order Form.

1.2. Common Words. The following words shall be interpreted as designated: (i) "or" connotes any combination of all or any of the items listed; (ii) where "including" is used to refer to an example or begins a list of items, such example or items shall not be exclusive; and (iii) "specified" requires that an express statement is contained in the relevant document.

2. Term and Termination

2.1. Term. This License Agreement shall remain in effect for the initial duration as agreed in the Order Form and shall be automatically renewed for further terms of one (1) year each unless Licensee provides thirty (30) days prior written notice for non-renewal before the end/expiration of the then current term.

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2.2. Termination for Cause. If either Party breaches a material obligation under this Agreement and fails to cure such breach within thirty (30) days from the date it receives from the non-breaching Party a notice of the breach and a demand for cure, then the non-breaching Party may thereafter terminate this Agreement immediately on notice; provided, however, that the cure period will be extended so long as the breaching Party diligently pursues in good faith the cure if: (i) the breaching Party commences actions within such thirty (30) day period that are reasonably designed to cure the breach or remedy the damages; (ii) the nature of the breach or damages are such that they cannot reasonably be expected to be cured or remedied within such thirty day period; and, (iii) the non-breaching Party will not suffer any significant additional damage as a result of the delay.

3. Consequence of Termination

3.1. Revocation of Access to Software. Upon termination of this License Agreement, under any or all of the reasons mentioned in this License Agreement or on expiry of the License Agreement, the license granted to Licensee by Licensor herein shall terminate and Licensee's access to use the Software shall be revoked immediately by the Licensor, subject to the post-termination Export Window for Customer Data described in Section 9.7.

4. Payment Terms

4.1. Payment Terms. The fees payable by the Licensee shall be as set out in the applicable Order Form. Unless otherwise agreed in the applicable Order Form, all invoices shall be payable within thirty (30) days from the date of invoice. Any overdue amounts shall accrue interest at the rate of one percent (1%) per month, or the maximum rate permitted by applicable law, calculated from the due date until the date of actual payment. If the invoice remains unpaid for more than forty-five (45) days from the due date, the Company may, upon written notice to the Licensee, suspend the access to the software and any services until all outstanding amounts (including any applicable interest) are paid in full.

5. Scope of License

5.1. Proprietary Rights to Software. As between Licensor and Licensee, Licensor shall be deemed to own the Intellectual Property Rights in or to the Software; and nothing contained in this License Agreement shall be construed to convey any Intellectual Property Rights in or to the Software to Licensee (or to any party claiming through Licensee) other than the license rights expressly set forth in this License Agreement.

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5.2. License Grant. Subject to the compliance of the terms and conditions of this License Agreement by Licensee, Licensor hereby grants Licensee a non-exclusive, non-transferable, non-sub licensable and limited license for the agreed number of "Authorized Users" access to the Software as detailed in the Order Form.

5.3. Users of the Software. Licensee may permit the Software to be used (i) solely by the agreed number of "Authorized Users" of the Licensee as detailed in the Order Form (ii) in accordance with this Agreement and applicable Documentation.

5.4. Restrictions. Except to the extent authorized or permitted in this License Agreement or by applicable law without the possibility of contractual waiver, Licensee shall not directly or indirectly:

- copy, modify, create derivative work;
- transfer or distribute the Software (electronically or otherwise);
- reverse assemble, disassemble, reverse engineer, reverse compile, or otherwise translate the Software;
- sublicense or assign the license for the Software;
- remove, delete or alter any content, trademark, copyright or other intellectual property rights from the Software including any copies thereof;
- use the Software for comparison, and marketing any other similar purpose;
- use the Software to derive ideas for developing similar features on any other similar products;
- use the Software in violation of the applicable laws;
- upload any Customer Data that infringes third party intellectual property rights, any information, data or Customer Data that is unlawful or objectional;
- upload any special categories of personal data (including health information, biometric data, government identification numbers, payment card information, or children's data) unless expressly permitted in writing by Licensor;
- introduce any virus into the Software;
- use any device or application that interferes with the performance of the Cloud Services, tamper with or breach the security of the Cloud Services, or conduct security, vulnerability or penetration testing of the Cloud Services without Licensor's prior written authorization .
- Licensee shall not, and shall not permit any third party to, use the AI Features of the Software or Cloud Services ("**AI Features**") to: (i) discover, extract, reconstruct or infer their underlying models, prompts, algorithms, weights, training data, embeddings or other proprietary components; (ii) train, fine-tune, evaluate or improve any competing AI or machine learning technology, except as expressly authorized by Licensor; (iii) systematically query, scrape or harvest outputs in a manner intended to replicate or substitute the AI Features' functionality; (iv) bypass, disable or circumvent any safeguards, usage controls or technical limitations; (v) submit inputs designed to manipulate, exploit or interfere

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with the operation, integrity, availability or security of the AI Features or Cloud Services; or (vi) infringe Licensor's or any third party's intellectual property or other rights.

- Licensee shall not represent AI-generated output as independently created where doing so would be misleading or unlawful, and shall not use the AI Features in violation of applicable law, including laws governing AI, automated decision-making, privacy or intellectual property.
- AI-generated output is probabilistic and may contain inaccuracies, omissions or unintended results. Except as otherwise agreed in writing, Licensee is solely responsible for reviewing, validating and determining the suitability of any AI-generated output before relying on it in production environments, business processes or regulatory contexts.

5.5. Licensee shall prevent unauthorized access to the Software, including without limitation by protecting its passwords and other log-in information. Licensee will notify Licensor immediately of any known or suspected unauthorized use of the Software or breach of its security and will use best efforts to stop said breach.

5.6. On-Premise Audit Rights Clause. This Section 5.6 applies only where Licensee's deployment of the Software constitutes an On-Premise Installation, as specified in the applicable Order Form. If the Licensee installs the Software on its own servers or infrastructure ("On-Premise Installation"), Licensor shall have the right, upon providing at least ten (10) business days' prior written notice, to audit Licensee's use of the Software up to two (2) times per calendar year. Such audits shall be conducted during normal business hours and in a manner designed to minimize disruption to Licensee's operations. The sole purpose of each audit will be to verify that Licensee's installation and use of the Software complies with the terms, quantities, and usage limitations specified in this Agreement and the applicable Order Form. If any unauthorized use or excess usage is identified, Licensee shall promptly (i) pay any applicable fees for such use and (ii) take corrective measures to bring its usage into compliance. Licensor's audit rights under this clause shall survive for twelve (12) months following the expiration or termination of this Agreement, for the limited purpose of verifying Licensee's final period of use. While present on Licensee's premises or accessing Licensee's systems in connection with any audit, Licensor's audit personnel shall comply with Licensee's reasonable security and workplace policies and procedures and shall be bound by confidentiality obligations no less protective than those set forth in Section 9.

6. Documentation and Training

6.1. Documentation. Upon accessing the Software, Licensee will be able to access the Documentation for the Software. The Documentation shall be sufficient to enable Authorized Users to use and to understand the use

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and operation of the Software and shall conform to generally accepted industry standards for the use, operation, and internal operating logic of Software.

6.2. Training. If Authorized Users require training in order to properly use the Software, Licensor will provide such training with regard to the use of such Software to Licensee, at an additional cost as mentioned in Order Form.

7. Representations and Warranties

7.1. Authority and Non-Infringement. Licensor represents and warrants that Licensor has all rights and authority required to enter into this License Agreement, and to provide the Software and perform the services contemplated by this License Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Subject to the applicable terms and conditions of this License Agreement, Licensee will be entitled to use and enjoy the benefit of all Software without adverse interruption or disturbance by Licensor or any entity asserting a claim under or through Licensor. Licensor further represents and warrants that the Software and the use thereof by Licensee in accordance with the terms and conditions of this License Agreement, will not infringe (whether directly, contributorily, by inducement or otherwise), misappropriate or violate the Intellectual Property Rights of any third party, or violate the laws, regulations or orders of any governmental or judicial authority. Licensee represents and warrants that Licensee has all rights and authority required to enter into this License Agreement and Licensee has provided accurate information about itself for accessing the Software.

7.2. Documentation. Licensor represents and warrants that the Documentation provided by Licensor will accurately reflect the functionality of the applicable Software.

7.3. Standard of Service. Licensor warrants that Licensor shall perform maintenance service relating to the Software, will be performed in a timely and professional manner, in conformity with standards generally accepted in the software industry, by qualified and skilled individuals. Licensor further warrants that its personnel will perform maintenance services with a minimal amount of interference to Licensee's normal business operations and subject to Licensee's security and workplace policies and procedures.

7.4. Disabling Devices. Licensor represents and warrants that at the time of access to the Software shall not contain any computer code or any other procedures, routines or mechanisms designed by Licensor (or its personnel or licensors) to:

- disrupt, disable, harm or impair in any way the Software's (or any other software's) orderly operation based on the elapsing of a period of time advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices);

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- cause the Software to damage or corrupt any of Licensee's data, storage media, programs, equipment or communications, or otherwise interfere with Licensee's use of the Software in accordance with this Agreement; or
- permit Licensor, its personnel, or any other third party, to access the Software (or any other software or Licensee's or its Affiliates' computer systems) for any reason (sometimes referred to as "traps", "access codes" or "trap door" devices)other than access required to operate, maintain, support and secure the Cloud Services in accordance with this Agreement and the Data Processing Agreement.

7.5. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS LICENSE AGREEMENT OR THE AGREEMENT, THE SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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8. Maintenance and Support Services

8.1. For the duration of this License Agreement, Licensor shall provide Maintenance Services for the Software.

8.2. Maintenance Services will be limited to bug fixes, patch updates, and functional enhancements of the Software. For on premises set up, if applicable, in the event of release of latest version of the Software by the Licensor, the Licensee shall be required to upgrade to the latest version of Software within one (1) month from its release date as a condition to be eligible for the continued support services. Licensor may, from time to time and at its sole discretion, implement updates, enhancements, modifications, new versions, or other changes to the Software ("Updates"). Licensee acknowledges that Updates to the Software may be published via release notes on the Licensor's documentation portal Release Documentation | Avo Automation

8.3. Certain components of the Software may be deployed in Licensee's environment, including on-premises agents, connectors, clients, or other locally installed software ("Licensee-Managed Components").

- Licensor will make updates or new releases of Licensee-Managed Components available to Licensee as they become generally available.
- Licensee shall install or deploy each such update or new release within four (4) weeks of its release date.
- Licensor will not be obligated to provide support, maintenance, or bug fixes for any Licensee-Managed Component that is not updated within this timeframe.
- Licensor may discontinue support for any outdated Licensee-Managed Component without further liability once the four-week update window has expired.

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9. Confidential Information and Security

9.1. Licensor's Confidential Information. Licensor's "Confidential Information" means and refers to (i) the Software, (ii) the Documentation, (iii) information or materials related to Licensor's trade secrets, business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, finances, assets, technology, (iv) information or materials that reveal research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which Licensor's products, services, applications and methods of operations or doing business are developed, conducted or operated, and (v) all other materials furnished by Licensor that are expressly identified or marked by Licensor as "confidential" at the time of their delivery to Licensee.

9.2. Licensee's "Confidential Information". means and refers to all information and materials, in any form or medium (and without regard to whether the information or materials are owned by Licensee or by a third party), furnished or disclosed to Licensor by Licensee, or otherwise obtained, accessed or observed by Licensor from Licensee.

9.3. Duty of Care. The Party receiving ("Receiving Party") Confidential Information of the other Party ("Disclosing Party") will exercise at least the same degree of care with respect to the Disclosing Party's Confidential Information that the Receiving Party exercises to protect its own Confidential Information; and, at a minimum, the Receiving Party will maintain adequate security measures to safeguard the Disclosing Party's Confidential Information from unauthorized disclosure, access, use and misappropriation. Without limiting the generality of the foregoing, the Receiving Party will only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under this Agreement, or in the case of Licensee, to exercise its rights as contemplated by this Agreement. In addition, the Receiving Party will disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's (or in the case of Licensee, also to its Affiliates') Personnel who have a "need to know" such Confidential Information (and only to the extent necessary) in order to fulfill the purposes contemplated by the Agreement. Prior to disclosing Licensee's Confidential Information to any of its Personnel, Licensor will ensure that each of its Personnel who will be providing services for Licensee is bound by a written non-disclosure agreement with terms and conditions no less restrictive than those set forth herein. If the Receiving Party becomes aware of any threatened or actual unauthorized access to, use or disclosure of, or any inability to account for, the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party thereof and will assist the Disclosing Party with its efforts to terminate such access, to curtail such threatened or actual unauthorized use or disclosure, or to recover such information or materials. The

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Receiving Party will be liable to the Disclosing Party for any non-compliance by its agents or contractors to the same extent it would be liable for non-compliance by its employees.

9.4. Exclusions. The obligations of confidentiality assumed under this Agreement shall not apply to the extent the Receiving Party can demonstrate, by clear and convincing evidence, that such information:

- 9.4.1. is or has become generally available to the public, without any breach by the Receiving Party of the provisions of this Agreement or any other applicable agreement between the Parties;
- 9.4.2. was rightfully in the possession of the Receiving Party, without confidentiality restrictions, prior to such Party's receipt pursuant to this Agreement;
- 9.4.3. was rightfully acquired by the Receiving Party from a third party who was entitled to disclose such information, without confidentiality or proprietary restrictions;
- 9.4.4. was independently developed by the Receiving Party without using or referring to the Disclosing Party's Confidential Information; or,
- 9.4.5. is subject to a written agreement pursuant to which the Disclosing Party authorized the Receiving Party to disclose the subject information.

9.5. Legally Required Disclosures. The obligations of confidentiality assumed under this Agreement shall not apply to the extent that the Receiving Party is required to disclose the Disclosing Party's Confidential Information under any applicable law, regulation or an order from a court, regulatory agency or other governmental authority having competent jurisdiction, provided that the Receiving Party:

- 9.5.1. promptly notifies the Disclosing Party of the order in order to provide the Disclosing Party an opportunity to seek a protective order;
- 9.5.2. provides the Disclosing Party with reasonable cooperation in its efforts to resist the disclosure, upon reasonable request by the Disclosing Party and at the Disclosing Party's expense; and,
- 9.5.3. discloses only the portion of the Disclosing Party's Confidential Information that is required to be disclosed under such law, regulation, or order.

9.6. Accounting for Confidential Information. Except as otherwise expressly provided in this Agreement, upon the request of the Disclosing Party at any time after the termination of this Agreement, the Receiving Party will return (or purge its systems and files of, and suitably account for) all Confidential Information supplied to, or otherwise obtained by, the Receiving Party in connection with this Agreement. The Receiving Party will certify in writing that it has fully complied with its obligations under this Section within seven (7) days after its receipt of a request by the Disclosing Party for such a certification. For the avoidance of doubt, this Section shall not be construed to limit either Party's right to seek relief from damages that are caused by the other Party's default.

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9.7. Use of Customer Data. Licensor shall use Customer Data only for the purpose of providing Cloud Services to the Licensee, as necessary. Licensor will not be responsible or liable for the accuracy of the Customer Data or another user data uploaded in the Software. Upon expiration or termination of the Agreement, Licensor shall make the Customer Data available to Licensee for retrieval in a commonly used, machine-readable format for a period of thirty (30) days following the effective date of expiration or termination (the "Export Window"). Following the Export Window, Licensor shall delete the Customer Data from its production systems within ninety (90) days and shall, upon Licensee's written request, provide written certification of such deletion. Customer Data residing in backup media shall be overwritten or purged in accordance with Licensor's standard backup rotation cycles and shall remain subject to the protections of this Section 9 until deleted. The foregoing is without prejudice to any retention required by applicable law and shall be read consistently with the Data Processing Agreement.

9.8. Security Licensor shall maintain a written information security program aligned to ISO/IEC 27001 and SOC 2 Type II, shall implement and maintain the technical and organizational measures described in the Data Processing Agreement and any applicable security exhibit, and shall perform penetration testing of the Cloud Services at least annually through a qualified independent third party. Licensor shall protect Customer Data against unauthorized access, disclosure, alteration and destruction consistent with such measures and its duty of care under Section 9.3.

9.9. Personal Data. Where Customer Data includes personal data, the processing of such personal data is additionally governed by Licensor's Data Processing Agreement, available at Legal | Terms, Conditions & Privacy | Avo Automation, which is incorporated into this Agreement by reference. In the event of any conflict between this Section 9 and the Data Processing Agreement with respect to the processing of personal data, the Data Processing Agreement shall prevail.

10. Indemnity

10.1. Notwithstanding any limitations, exclusions, restrictions or exculpatory provisions as to liability or damages set forth in this License Agreement, Licensor agrees to indemnify, hold harmless and defend Licensee and its directors, officers, shareholders, employees, successors, assigns, agents, contractors, subcontractors, attorneys, and affiliates from and against any and all losses, costs, claims, liabilities, damages and expenses, including (without limitation) reasonable attorneys' fees, arising as the result of (a) any breach of any of the representations, warranties, covenants, agreements or obligations of Licensor, (b) any negligence or willful misconduct on the part of Licensor, its employees, agents, subcontractors or sub

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servicers, or (c) any judgment or finding, or any demand, assertion or claim, that any evaluation products or intellectual property provided to Licensee by Licensor in connection with the License Agreement infringes upon any patent, copyright, and/or trademark or any other enforceable proprietary or intellectual property rights of any third party or parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Limitation of Liability

EXCEPT FOR THE BREACH OF SECTION 4.2 (LICENSE GRANT), SECTION 4.3 (USE OF SOFTWARE), 4.4 (RESTRICTIONS) AND SECTION 8 (CONFIDENTIAL INFORMATION) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, LICENSOR'S TOTAL LIABILITY, (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID BY THE LICENSEE FOR THE LICENSE UNDER THIS AGREEMENT FOR TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM ARISES.

12. Subcontractors

Licensor may subcontract its obligations under this Agreement without obtaining Licensee's prior written approval, provided that (i) Licensor remains fully responsible and liable for the performance, acts and omissions of its subcontractors to the same extent as for its own performance, acts and omissions; (ii) each subcontractor is bound by written confidentiality and security obligations no less protective than those set forth in this Agreement; and (iii) any subcontractor that processes personal data on Licensor's behalf shall be engaged as a sub-processor in accordance with the Data Processing Agreement, including its sub-processor notice and objection procedures.

13. Assignment

Licensee may, with notice to Licensor, assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to (i) an Affiliate, (ii) Licensee's successor pursuant to a merger, reorganization, consolidation or sale, or (iii) an entity that acquires all or substantially all of that portion of Licensee's assets or business for which the Licensor's Software or services were acquired or being used. Licensor may, with notice to Licensee, assign this Agreement (in whole and not in part), to (i) a wholly owned subsidiary, or (ii) Licensee's successor pursuant to a merger, reorganization, consolidation, or sale. Except as otherwise provided above, neither Party may assign this Agreement nor any of its rights or interests

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hereunder, nor delegate any obligation to be performed hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment or delegation in contravention of this Section shall be null and void, and of no force or effect. This Agreement shall be binding upon, and shall inure to the benefit of, the legal successors and permitted assigns of the Parties.

14. Notices

Any notice, demand or other communication (collectively "notice") required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given (i) when delivered personally to the representative(s) designated to receive notices for the intended recipient, or (ii) when mailed by certified mail (return receipt requested) or sent by overnight courier to the representative(s) designated to receive notices for the intended recipient at the address set forth in the introductory paragraph of this Agreement, as appropriate. Notices concerning the Agreement shall be given to the person who signed the Agreement on behalf of the intended recipient. Any notice from Licensor that alleges Licensee committed a material breach shall also be sent to Licensee's General Counsel's Office, to the attention of the managing attorney responsible for intellectual property and technology. Either Party may change its address(es) or representative(s) for receiving notices upon notice to the other.

15. Compliance with Law

15.1. General. In performing its obligations under this Agreement, both the parties will comply, and will cause its Personnel to comply, with the requirements of all applicable laws, ordinances, regulations, codes, and executive orders.

15.2. Export Controls. Without limiting the generality of Section 15.1, each Party shall comply, and shall cause its Personnel to comply, with all applicable export control and economic sanctions laws and regulations, including but not limited to the U.S. Export Administration Regulations. Unless authorized by applicable regulation or export license, Licensee shall not, and shall not permit any Authorized User to, access, use, export, re-export or transfer the Software, Documentation or any related technology, directly or indirectly, (a) to or in any country in Country Group E:2 of the Export Administration Regulations of the Department of Commerce or any other country or party subject to sanctions administered by the Office of Foreign Assets Control, or (b) to any non-civil (i.e. military) end-user or for any non-civil end-use in any country in Country Group D:1 of the Export Administration Regulations, as revised from time to time. Licensee_acknowledges that countries other than the U.S. may restrict the import or use of strong encryption products, and Licensee shall be solely responsible for its compliance with any such import or use restriction.

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16. Choice of Law, Jurisdiction

Governing Law. The Parties hereby agrees that this License Agreement shall be governed by and construed in accordance with the laws as set forth in the table below, based on the region where the Software is licensed to the Licensee:

Region	Applicable Governing Law and Court
India and APAC	India and courts in Bangalore
European Union and United Kingdom	England and Wales and courts in London
United States of America	New York and courts in New Yor
Middle East	ADGM laws and courts in Dubai

17. Remedies

Equitable Relief. Licensor and Licensee each acknowledge that the failure to perform their respective duties under Sections 5, 9 or 10 may cause the other Party to suffer irreparable injury for which such injured Party will not have an adequate remedy available at law. Accordingly, the injured Party may seek to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting a bond or security and without prejudice to such other rights as may be available under this Agreement or under applicable law. For purposes of this Agreement, "equitable relief" means and includes those remedies traditionally and historically granted by courts of equity, including without limitation, injunction, attachment, declaratory relief.

18. Waiver

No course of dealing, failure by either Party to require the strict performance of any obligation assumed by the other hereunder, or failure by either Party to exercise any right or remedy to which it is entitled, shall constitute a waiver or cause a diminution of the obligations or rights provided under this Agreement. No provision of this Agreement shall be deemed to have been waived by any act or knowledge of either Party, but only by a written instrument signed by a duly authorized representative of the Party to be bound thereby. Waiver by either Party of any default shall not constitute a waiver of any other or subsequent default.

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19. Force Majeure

A Party will be excused from a delay in performing, or a failure to perform, its obligations under this Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control including epidemics and pandemic, and without any fault, of such Party. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. However, if an excusable delay continues more than sixty (60) days, the Party not relying on the excusable delay may, at its option, terminate the Agreement in whole or in part, upon notice to the other Party. In order to avail itself of the relief provided in this Section for an excusable delay, the Party must act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure.

20. Construction

20.1. Inconsistencies. In the event of any inconsistency between the provisions of this Agreement and the Appendix-A, the provisions of the Appendix-A shall govern for purposes of such Appendix-A. The provisions of this Agreement and the Appendix-A shall supersede the provisions of any shrink-wrap, click wrap or other license provisions included with the Software.

20.2. Modification. The terms, conditions, covenants and other provisions of this Agreement may hereafter be modified, amended, supplemented or otherwise changed only by a written instrument (excluding e-mail or similar electronic transmissions) that specifically purports to do so and is physically executed by a duly authorized representative of each Party.

20.3. Publicity. Licensee agrees to permit and grant a limited right to the Licensor to use Licensee's name, logo, and/or trademark in connection with the Licensor's marketing, sales, public relation, and other materials used by Licensor for promotional and marketing activities of the Software.

20.4. References. Licensee agrees to serve as a referenceable client for Licensor and shall provide references upon Licensor's reasonable request.

20.5. Severability. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the Parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

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