

END USER LICENSE AGREEMENT

This End User Software License Agreement constitutes a binding agreement between you and Kalkitech Communication Technologies Private Limited (henceforth referred to as “Kalkitech” or “Licensor”) (henceforth referred to as the "Agreement" or “EULA”) which defines the terms of use of any or all Software made available to you online or through any other means (Licensed Software) by Kalkitech. Kalkitech holds and reserves all rights to the Licensed Software not expressly granted to you under this EULA. The software is not sold to you but licensed to you.

Your license to the software is subject to your prior acceptance of this EULA.

1. Scope of License:

Licensor grants to you a revocable, non-exclusive, nontransferable and limited right license to install and use the Licensed Software on any compliant hardware platform that you own or control. The terms of this EULA will govern any content, materials, or services accessible as well as upgrades provided by Licensor that replace or supplement the original Licensed Software, unless such upgrade is accompanied by a Separate License Agreement. Except as provided in Section (2), you may not distribute or make the Licensed Software available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Licensed Software and, if you sell your hardware platform which hosts / contains the Licensed Software to a third party, you must remove the Licensed Software from the hardware before doing so. You may not copy (except as permitted by this license and Section (2)), reverse-engineer, disassemble, attempt to derive the source code of, modify, adapt, improve, enhance, or create derivative works of the Licensed Software, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Software).

2. PROPRIETARY RIGHTS AND RESTRICTIONS

- i. **Proprietary Materials.** You acknowledge that the Software and Documentation including all proprietary or licensed tools, trademarks, templates, methods, know-how, services and technology, extensions, enhancements and derivatives thereof embody valuable intellectual property owned exclusively by Kalkitech. Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and Licensee receives no title to or ownership of any copy or of the Software or any of its derivatives. Licensee shall not remove or obscure any identification or notices of such proprietary restrictions from the Software. Kalkitech reserves all rights not expressly granted to Licensee in this Agreement. Licensee shall not directly or indirectly use, modify, duplicate, create derivative works of, sell, sublicense or otherwise transfer, convey or make any other commercial use of the Software or Documentation, or any portion or derivative works thereof, or create any software or any products that in any manner are based on or relate to the Software and Documentation, other than as expressly permitted under this Agreement. All right, title and interest in and to the Software including the source code for all or any portion of the Software, Documentation, and all derivatives, modifications, enhancements and other products based on, resulting from or otherwise developed, created or produced in connection with the Software and Documentation, shall remain exclusively with Kalkitech. In no event shall you be deemed to have acquired any interest therein, other than the License for use as expressly provided under the terms of this Agreement.
- ii. **Restrictions.** You shall have no right to independently modify or alter any portion of the Software in any manner for any reason. You shall not: (a) permit any other party, including but not limited to its Affiliates, to use the Software or Documentation for any reason, without Kalkitech’s prior express written consent; (b) directly or indirectly decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Software, in whole or in part using any mechanical,

electronic or other methods; (c) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights that violate the technical restrictions of the Software including the licensing terms provided in the Documentation, notification, policy change, and/or the terms agreed by the Parties; (d) use the Software or Documentation for any purpose not expressly described herein and/or the specifications, it being understood that the Software is not designed for any other function or licensed for any such use; (e) engage in or allow the assignment, sublicensing, sharing, publishing, distribution, leasing or other use or conveyance of the Software or Documentation, or any portion thereof; or (f) permit the Software and/or Documentation to be used by anyone else other than you on the hardware on which it has been licensed.

- iii. Permitted Users. The License shall be limited to you and for your use only. The Software may be installed on the hardware for which it has been licensed by the unique hardware license key or the MAC address thereof.
- iv. Cooperation. You shall not remove, obliterate, conceal or modify in any manner any copyright, including trademark, confidentiality or other proprietary notice or information (“Proprietary Notices”) appearing on the Software or Documentation or output generated from the Software. You shall reproduce and include all such Proprietary Notices on each copy of the Software and Documentation permitted hereunder. You shall fully cooperate, and take all appropriate action, as reasonably required to prohibit and prevent the unauthorized use of the Software and Documentation, and provide all reasonable assistance to Kalkitech in the enforcement of Kalkitech's proprietary rights. Kalkitech shall have the right, upon reasonable advance notice, to inspect your records and facilities with respect to the use of the Software and Documentation, to verify compliance with all obligations, restrictions and provisions of this Agreement.
- v. Hardware and Other Software. Licensee acknowledges that other products such as operating systems, database applications and programs, and other third party software, as well as hardware with adequate capacity and specifications, will be necessary for the proper and efficient operation of the Software in accordance with the Specifications. Except for third party software licensed by Kalkitech and incorporated in and sublicensed to you in connection with the Software, you shall be solely responsible for obtaining, installing, operating and maintaining all such products, at your expense. Your failure to adequately obtain, install, operate and maintain such products shall release Kalkitech from any obligation regarding compliance with the Specifications and maintenance obligations, and render void all representations by Kalkitech under this Agreement. The Parties acknowledge that Kalkitech shall rely upon you to procure, setup, implement and otherwise make operational, the necessary hardware, operating system, software, and network connectivity.
- vi. External Services. The Licensed Software may enable access to Licensor’s and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the External Services at your sole risk. Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any Licensed Software or External Service, including but not limited to real-time, historical and asset information, is for general informational purposes only and is not guaranteed by Licensor or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Standard EULA or that infringes the intellectual property rights of Licensor or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Licensor is not responsible for any such use. External Services may not be available in all languages or in your Home Country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

3. Consent to Use of Data

You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

4. LICENSE FEE

In consideration for the grant of the License under this Agreement, you shall pay to Kalkitech the License Fee as applicable from time to time.

5. INSTALLATION AND SUPPORT

- i. Maintenance and Support. Kalkitech shall have no obligation to provide maintenance, support and upgrades for the Licensed Software, provided that you have paid the applicable support and maintenance subscription fee. In the event you agree to subscribe to the support and maintenance services and pay the support and maintenance subscription fee, Kalkitech shall provide you, from time to time, without any additional charge, all updates, upgrades and new releases of the Licensed Software and Documentation. Licensee will be entitled to Updates which are made generally available by Kalkitech for so long as Licensee maintain the subscription.
- ii. Termination of Support. Notwithstanding any provision of this Agreement to the contrary, neither Kalkitech nor any direct seller of the Software to you, shall have any obligation to provide technical support, maintenance, Maintenance Modifications, Critical Error correction or any other services as a result of, following, or in connection with (a) any modification of the Software or Documentation by anyone other than Kalkitech or their authorized representatives, (b) any anomaly or other defect, error or malfunction in the hardware, system, communications, third party software used by Licensee, or any other aspect of Licensee's business operation, or (c) Your default under any provision of this Agreement or any subsequent agreement between the Parties on subject matter herein specified.
- iii. Updates: The terms and conditions of this Agreement shall apply to any upgrades, updates, bug fixes or modified versions (collectively, "Updates") or additional copies of the Software that Kalkitech may make available to you. Notwithstanding any other provision of this Agreement: (1) User has no license or right to use any such Updates or additional copies unless Licensee, at the time of acquiring them, already holds a valid license to the Software associated with such Updates and has paid any required Fees for such Software on the target hardware; and (2) use of additional copies of the Software is limited to backup purposes only. By downloading or using any Updates, the Licensee's rights with respect to the Updates are subject to the terms of the latest revision of this Agreement posted at the time of receipt of the Updates, Kalkitech's then-current policies and procedures, and Licensee's proof of entitlement for the Software associated with such Updates.

6. TERM AND TERMINATION

- i. Termination. This Standard EULA is effective until terminated by you or Licensor. Your rights under this Standard EULA will terminate automatically if you fail to comply with any of its terms.
- ii. Upon Termination. In the event of termination of the Agreement other than for reasons of breach by you, you may continue to use the Software purchased on a perpetual license model on an "as is" basis, however, that if this Agreement is terminated for Licensee's breach, the license granted herein shall be terminated. Within seven (7) working days from the date of termination of this Agreement for any reason, you shall (a) erase the Software and Documentation from its system and all memory and back-up storage, and (b) deliver to Kalkitech written certification, that the foregoing actions have

been taken, and that You have not retained the Licensed Software, Documentation, or any copies thereof, in whole or in part in any form. From and after the termination of this Agreement You shall have no further right to use the Licensed Software or Documentation for any reason, and all obligations of Kalkitech shall cease. The termination or expiration of this Agreement shall not relieve you from any or all of its obligations and duties hereunder which shall by their nature extend beyond the expiration or termination of this Agreement. In the event of any breach of this Agreement by you, Kalkitech may, in addition to termination of this Agreement, seek all remedies available under law or at equity, and recover from you all costs and expenses, including but not limited to court costs and reasonable attorneys, and all other damages and expenses resulting directly or indirectly from such breach.

7. Others terms

8. NO WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

9. INDEMNITY

Licensee shall indemnify, defend and hold Kalkitech and their Affiliates, directors, officers, employees, and agents harmless from and against any and all loss, liability, judgment, award and costs (including without limitation legal fees and expenses) finally awarded in favor of a third party or in settlement against Kalkitech in any claim arising out of or related in any way to: (a) any use or misuse of the Software and/or Documentation by Licensee, and/or (b) any breach by Licensee of any provision of this Agreement.

Kalkitech shall indemnify, defend and hold Licensee harmless from and against any loss, liability, judgment, award and costs finally awarded in favor of a third party or in settlement against Licensee in any action or proceeding (a "Claim") that the Software as provided by Kalkitech under this Agreement and used as contemplated herein infringes upon the patent or copyright registered in India of any third party and awarded by a court of competent jurisdiction or agreed to in settlement, provided that (a) Licensee promptly notifies Kalkitech of any such Infringement Claim, (b) Licensee reasonably cooperates in response to a Kalkitech request for assistance, and (c) Kalkitech has sole control over the defense and all related settlement negotiations, and Licensee may not settle or compromise such infringement Claim, except with prior written consent of Kalkitech.

If such infringement Claim occurs, or in Kalkitech's opinion is likely to occur, Kalkitech shall, at its option and expense, but without obligation to do so, either: (a) procure for Licensee the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing and provides, as is reasonably possible under the circumstances, the same Software capability; (c) request return of the Software and, upon receipt thereof, the corresponding licenses are terminated and Kalkitech shall refund the purchase price paid by Licensee for the Software; less straight-line depreciation based on a five (5) year useful life; or (d) terminate this Agreement without further liability or obligation.

Kalkitech shall have no obligation under this section for any claim that results directly or indirectly from: (a) any modification, alteration, or change to the Software or Documentation by Licensee or any other party other than by Kalkitech and its authorized agents; (b) Kalkitech's use of accepted industry standards or protocols; (c) use of the Software in a manner not expressly authorized by Kalkitech or inconsistent with the provisions of this Agreement; (d) use of the Software in combination with other data, business processes, or products not provided by Kalkitech when such combination has not been authorized by Kalkitech; (e) unlicensed or unauthorized use or distribution of the Software by Licensee; (f) use of a superseded or altered release of the Software if such infringement would have been avoided by the use of a current unaltered release of the Software; (g) use of any older release of the Software when use of a newer Kalkitech revision would have avoided the infringement; (h) Kalkitech's compliance with any materials, designs, specifications or instructions provided by Licensee; (i) Licensee running the Software after Kalkitech notifies Licensee to discontinue running due to a claim; (j) Licensee's violation of this Agreement; or (k) any combination of the forgoing.

10. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

11. MISCELLANEOUS

- i. Assignment. You may not sublicense or assign this Agreement, or any of its rights or obligations hereunder (whether by operation of law, sale of securities or assets, merger or otherwise), without the prior written consent of Kalkitech. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, and their successors and permitted assigns.
- ii. You may not use or otherwise export or re-export the Licensed Software except as authorized by United States law and the laws of the jurisdiction in which the Licensed Software was obtained. In particular, but without limitation, the Licensed Software may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially

Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Licensed Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law or the Indian law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

- iii. Kalkitech is free to use and incorporate into its products and services any feedbacks, ideas, know-how, and or techniques that are inherently disclosed to Kalkitech by you. Nothing in this Agreement will, or is intended to, limit Kalkitech's ability to develop or enhance its products and services in any manner whatsoever, including use of residual knowledge gained as a result of the performance of Kalkitech in connection with the Agreement. You grant Kalkitech a nonexclusive, worldwide, royalty-free license that is sub-licensable and transferable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly utilise the Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.
- iv. **Governing Law.** This Agreement and the performance of the Parties shall be governed by and construed in accordance with the laws of India. Parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply in any respect to this Agreement. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be settled through arbitration at Bangalore, India as per the Indian Arbitration and Conciliation Act, 1996 and any modification thereof from time to time. The Arbitration will be adjudicated by a sole arbitrator, mutually appointed by the Parties. The arbitration proceedings shall be held at Bangalore and the language for arbitration shall be English.
- v. **Force Majeure.** Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions.
- vi. **Publicity.** You agrees that Kalkitech may reference You as a client of Kalkitech, subject to Your trademark and logo usage guidelines.
- vii. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall not affect the validity or enforceability of the remaining portions hereof, provided that with respect to any material provision deemed to be unenforceable the Parties shall negotiate in good faith to achieve a new legally enforceable provision which most closely approximates the original intent of the provision declared unenforceable or illegal.
- viii. **Contact Information.** All notices or clarification with regard to this EULA may be sent to info@kalkitech.com