END USER LICENSE AGREEMENT: APPVIEWX SOFTWARE

This END USER LICENCE AGREEMENT (“Agreement) is entered into as of the Effective Date set forth below by AppViewX, Inc., NY Corporation having its office at 222 Broadway, FL19, New York NY 10038 (hereinafter called “AppViewX” or “Company” including its successors and assigns) and The Customer hereinafter called the “Customer” or “User” including their successors and assigns).

BY CLICKING THE “ACCEPT” BUTTON BELOW, YOU ACKNOWLEDGE:

(1) THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT OR

(2) THAT YOU HAVE READ THE ALTERNATE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY THE TERMS OF THAT ALTERNATE AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS IN THIS AGREEMENT, AppViewX IS UNWILLING TO PROVIDE YOU WITH ACCESS AND/OR USE OF THE AppViewX product, AND YOU SHOULD CLICK ON THE “DECLINE” BUTTON BELOW

1. DEFINITIONS: As used in this Agreement:

1.1 ‘Software System’ means the computer programs in object code and procedure statements in machine executable form for the software as listed in Schedule 1 together with Company’s Standard Documentation including user manuals for use therewith.

1.2 ‘Use’ means the copying of any portion of the Software System into the equipment or the processing by the equipment of the machine instructions and procedure statements provided in the Software System or the utilization of the instructional materials supplied with the Software System for their own business purposes.

1.3 ‘License Fee’ means the applicable Fee paid or payable by the Customer for the right to use the Licensed Software System.

1.4 ‘Production location’ means those premises at the site of activity of the Customer. Each production location will include a backup site associated with production, which will enable/permit the Customer to continue their operations if the relevant production location is rendered not operational.

1.5 ‘Support location’ means the premises where the Customer’s management operations are conducted and where the Software System shall be installed for test support and advisory purposes.

1.6 ‘Support location’ and ‘Production location’ shall collectively hereinafter be referred to as ‘location’, unless otherwise specified.

1.7 ‘Standard documentation’ means operation manual, user guide and other reference documentation that related to the Software System made available to the Customer by AppViewX.

2. LICENSE:

2.1 Subject to the terms and conditions of this agreement and payment of applicable License Fee as provided in the final quote of AppViewX duly approved by the customer by Purchase Order, AppViewX grants to the Customer a non-exclusive, non-transferable user license (without the right to sublicense) to use the licensed Software Systems for the processing of their data for their own business purposes at the support and production locations during the term of this agreement.

2.2 THE CUSTOMER shall not make copies of the Software System except for back up, testing, disaster recovery or archival purposes. Customer shall reproduce on such copies all copyright, trademark or other proprietary markings of AppViewX.

3. TERM:

3.1 Subject to payment of applicable License Fee, this agreement shall be valid for a period of 12 months from effective date and shall continue for further period on payment of applicable License Fee for renewal for such extended period unless either party gives the other party at least 30 days’ notice in advance for non-renewal of the agreement/license

4. DELIVERY:

AppViewX agrees to arrange the electronic transfer of the Software System to the Location of the Customer

5. PAYMENT:

5.1 AppViewX shall raise the invoice for the License Fee and other Fee as prescribed in the final quote of AppViewX duly approved by the customer by Purchase Order and the invoice shall be payable within 30 days from the date of invoice. AppViewX may charge applicable additional fee for delayed payment for the period of delay.

5.2 In addition to the Fee described above, the Customer shall pay directly all taxes, including value added tax, withholding tax, and duties (present and future) whatsoever nature with respect to this transaction, howsoever levied.

6. WARRANTIES:

6.1 AppViewX warrants that the Software System when used in accordance with the standard documentation and as permitted under this agreement will operate in substantial conformance with the functions specified in standard documentation and AppViewX will provide replacements or corrections, to any part of the Software System which does not so perform as long as this license is renewed.

6.2 Except as expressly provided herein, AppViewX makes no warranties of any kind, whether express, implied, statutory or otherwise, and AppViewX specifically disclaims all implied warranties including any implied warranties of merchantability, noninfringement, or fitness for a particular purpose.

## 6.3 Each party represents and warrants that it has the legal power to enter into this agreement

7. MAINTENANCE SUPPORT:

7.1 AppViewX shall provide standard maintenance support as per Schedule 2 as long as License Fee is paid and not in arrears.

8. INFRINGEMENTS CLAIMS BY THIRD PARTIES:

8.1 AppViewX warrants that it has the right to license the Software System to the Customer for the use specified in Section 2.

8. 2 If any claim is made against the Customer by a third party alleging that the Use of the Software System infringes rights belonging to that or any other third party, AppViewX may supply a version of the Software System which performs in substantial conformance with the functions specified in AppViewX’s Standard Documentation without infringing such claim rights.

8.3 AppViewX shall indemnify Customer against any claims arising out of any act of the foregoing in relation to the Software System, where such act or the Software System itself is an infringement of a third party’s intellectual property rights (an “Infringement”) provided that the Customer

(a) gives notice to AppViewX of any infringement claim as soon as upon becoming aware of the same;

(b) gives AppViewX the sole conduct of the defense to any claim or action in respect of an Infringement and does not, at any time, admit liability, otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of AppViewX; and

(c) The Customer acts in accordance with the reasonable instructions of AppViewX and gives to AppViewX such assistance as it shall reasonably require in respect of the conduct of the said defense.

8.4 AppViewX will have no liability for any claim by the Customer or another third party, (a) which is based upon the use of any part of the Software System in combination with materials or software not provided by AppViewX (b) unauthorized modification or use of the Software System when the damages would not have occurred but for such modification or use.

9. LIMITATION OF LIABILITY:

9.1 AppViewX and the Customer agree that the Customer’s sole remedy and AppViewX’s sole liability to the Customer for any defect in the Software System, including any other claim arising in connection with the Software System shall be the correction or repair of such defect or the replacement of the defective or non-conforming portion of the Software System.

9.2 In no event shall AppViewX be liable for special, exemplary, incidental, consequential, punitive or tort damages resulting from loss of use, data, profits or business arising out of or in connection with this agreement, including without limitation any such damages arising out of or in connection with the Customer’s use of the software system., the marketing, delivery, installation, furnishing, maintaining or supporting of the Software System by AppViewX, or the performance of the Software System, whether or not AppViewX or its employees have been advised of the possibility of such damages.

10. TITLE AND INTELLECTUAL PROPERTY RIGHTS:

10.1 Nothing herein shall convey title or any proprietary rights in or over the Software System to the Customer and the Customer’s sole right in relation to the Software System are set forth in Section 2.1 to this agreement.

10.2 The Customer shall not remove, obscure or alter any copyright notices of AppViewX or of its affiliated companies appearing in or imbedded in the Software System, modified version of Software System or related or accompanying documentation.

10.3 “AppViewX” and the AppViewX logo are trademarks of AppViewX, in the United States and other countries. All other trademarks, product names, and company and other organization names and logos appearing in the Software are the property of their respective owners.

11 INTELLECTUAL PROPERTY RIGHTS: Further to the above mentioned, any artwork, deliverables, drawings, manuals, reports, specifications, schematics, designs, prototypes, products, software code, source and object code, files, tapes, disks, related user documentation, memoranda, studies, plans, exhibits, or any other data, information or materials prepared/developed by AppViewX, shall be exclusive property of AppViewX and AppViewX shall exclusively own all right, title and interest to such items, including but not limited to copy rights, trade secrets, business methods and patents.

12. NON-DISCLOSURE:

12.1 Each party shall treat as confidential and keep secret all information relating to the business of the other and will not disclose to any third party any information learned during the negotiation or term of this agreement. The provisions of this paragraph shall survive termination of this agreement provided that they shall not apply to any information, which is in or enters the public domain. Each party may disclose Confidential Information if so required by law (including court order or subpoena) provided that the disclosing party notifies the other party of any such request.

12.2 The Software System in source code form remains a confidential trade secret of AppViewX. The Software system is protected by copyright and other intellectual property laws of the United States and international treaties. The Customer acknowledges that, in the course of using the Software System, Customer may obtain or learn information relating to the Software System, know-how, techniques, processes, ideas, algorithms and software design and architecture (“Intellectual Property Rights”). Such Intellectual Property Rights shall belong solely to AppViewX. During and after the term of this agreement, Customer shall hold in confidence and protect, and shall not use (except as expressly authorized by this agreement) or disclose the Intellectual Property Rights to any third party.

13. OTHER PROVISIONS:

1. The Customer covenants that they will ensure and instruct its employees and agents not to and will not allow or cause to allow any third party to copy, reverse engineer or otherwise exploit any component of the Software System other than as herein provided, nor make any disclosures with reference thereto to any third party.
2. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U. S. government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not permit Users to access or use Services in violation of any U. S. export embargo, prohibition or restriction.
3. AppViewX shall obtain consent of the Customer to include Customer’s name, logo in AppViewX’s general list of customers, website or in any other documents. Customer shall not withhold request of AppViewX for such consent beyond a reasonable time.

14. TERMINATION:

Either Party may terminate this agreement, if the other party materially breaches any provision of this agreement and does not cure such breach within thirty days after receiving written notice thereof from the other party On the expiration or termination of this agreement, AppViewX shall be entitled to recover possession from the Customer of all copies of the Software System (however amended) supplied to the Customer and/or in existence at the time of expiration or termination or require the Customer to destroy the same and certify on oath that it has done so.

AppViewX shall have right to terminate this agreement and withdraw license if applicable License Fee is not paid as per the terms of this agreement. The Customer may terminate this agreement after full payment of the applicable License Fee with 30 days prior written notice to AppViewX. However such termination shall not entitle the Customer to a refund of any part of the License Fee paid nor shall such termination prevent AppViewX from recovering any balance outstanding.

Exercise of the right of termination afforded to either party shall not prejudice legal rights or remedies either party may have against the other with respect to any breach of the terms of this agreement.

15. FORCE MAJEURE:

15.1 If the whole or any part of the performance by either party of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of such party, including delays of third parties in transportation, strikes, labor troubles, electrical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of such party, then to the extent such party shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, then such party shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

16. NON-ASSIGNMENT:

16.1 The Customer shall not assign, license or otherwise transfer the license or this agreement nor any right granted or to be granted hereunder by AppViewX without the prior written consent of AppViewX.

17. ENTIRE AGREEMENT:

17.1 This instrument constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

18. GOVERNING LAW:

This Agreement, and any dispute relating to or arising out of this Agreement, will be governed by and in accordance with the laws of New York, without giving effect to the conflict of law’s provisions. For all disputes arising out of this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts located in New York.

19. NOTICES:

Any notice required to be given hereunder shall be given by sending the same by registered mail, postage prepaid, return receipt requested and by facsimile, to the addresses as first set out above, or to any subsequent address designated by either party for the purpose of receiving notices pursuant to this agreement, and any notice so sent shall be deemed to have been given ten (10) business days after the same was mailed.

20. CONSTRUCTION:

This agreement does not limit or restrain the right of APPVIEWX to execute agreements for the licensing of the Software System or any components thereof with other Customers/end-users.

## SOFTWARE SYSTEM

AppViewX Software Licensed:

Standard documentation (in English) for use of the Software System with one set will be supplied on magnetic media.

## MAINTENANCE & SUPPORT

APPVIEWX shall provide 24X 7 Standard offshore maintenance support as long as usage fee is paid and not in arrears

## Support for AppViewX Software:

24X7 Standard Support: This includes 24X7 unlimited product support. The offshore support team will handle the support tickets raised.

All issues shall be raised as tickets in AppViewX online support site https://helpcenter.AppViewX.com

## Priority of Tickets

1. Priority 1 tickets (P1) are for the issues where the product is unavailable

* A crash causing the system to be unavailable.
* Incorrect data is passed from AppViewX to an interworking system resulting in corruption or system crashes.
* A broken functionality which severely impacts the operation of the product.

1. Priority 2 (P2) tickets are for the issues where some of the functionalities is affected and a workaround is available (i.e.)

* A value is not defaulting correctly and it is necessary to input the correct value.
* Data is affected which does not have a major impact.
* Slowness of the system
* Serious cosmetic error on front-end.

1. Priority 3 (P3) tickets are mainly for cosmetic issues or ones with limited impact (i.e.)

* Minor cosmetic errors like Incorrect / misspelt text on screens.
* Drop down lists missing or repeating an option.

1. Priority 4 (P4) tickets are mainly for queries

## Ticketing Process

1. Tickets will be raised by the Customer using AppViewX support site
2. Response to the ticket will be sent from APPVIEWX as per SLA along with the type of the ticket. SLA will be agreed between the AppViewX and the customer
3. Email will be sent from the support engineer, stating work around and fix details with impacts incase of any major change required.
4. Upon Customer’s approval to the Email, work around/ fix will be delivered within the stipulated timeline.
5. Upon Customer’s verification of the fix, ticket will be closed
6. For all communication, the Customer needs to use the email id:help@appviewx.com