

Copyright License Agreement

This Software Services Agreement (Agreement) constitutes a legal agreement between Green lanka Pvt.ltd (Hereinafter referred to as “Users”) and FireBolt Digital Solutions Lanka (Private) Limited (FDSL), a company registered under the Companies Act No.7 of 2007 and having its registered office at Level 11, MegaComplex, No.220, Nawala Road, Narahenpita, Colombo 05, Sri Lanka

FDSL provides customer the Green Wasteland, the digital waste management platform consisting of two mobile applications and one web application. Customer acknowledges and agrees that GreenWasteland is a technology services provider that does not engage in any kind of buying or selling process and does not have any authority of 3rd parties which uses the platform.

FDSL, a software development company, has developed the GreenWasteland digital platform to buy and sell waste between household and industry level customers. You, \agree to use the GreenWasteland digital platform on the following terms and conditions. Upon your execution of this Agreement you shall be bound by the terms and conditions set forth herein.

PROVISION OF SERVICES

Subject to this Agreement, FDSL grants the Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the GreenWasteland digital platform for the purpose of connecting the Users which will engaged in buying and selling waste (Hereinafter referred to as “Users”) and tracking resulting Fares and Fees. All rights not expressly granted to Customer are reserved by FDSL.

During the Term of the Agreement, FDSL may update or modify the GreenWasteland digital platform, consideration of requests by Green Lanka Pvt.ltd to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program..

Customer shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the GreenWasteland digital platform in any way; (b) modify or make derivative works based upon theGreenWasteland digital platform; (c) improperly use the GreenWasteland digital platform, “framing” or “mirroring” any part of the GreenWasteland digital platform on any other websites or systems; (d) reverse engineer, decompile, modify, or disassemble the GreenWasteland digital platform, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, Customer shall not, and shall not allow any other party to, access or use the GreenWasteland digital platform to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the GreenWasteland digital platform an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the GreenWasteland digital platform; or (iv) attempt to gain unauthorized access to the GreenWasteland digital platform or its related systems or networks..

PROPRIETARY RIGHTS

GreenWasteland digital platform and data accruing therefrom , including all intellectual property rights shall remain the property of FDSL. Neither this Agreement nor Customer’s use of the GreenWasteland digital platform or such data

conveys or grants to Customer any rights: (a) in or related to the GreenWasteland digital platform or such data , except for the limited license granted above; or (b) to use or reference in any manner FDSL's name, logos, product and service names, trademarks, service marks or other indicia of ownership.

FEES AND PAYMENT

In consideration of FDSL's provision of the GreenWasteland digital platform, Customer agrees to pay FDSL (service) related charges as set forth on the FDSL Terms and Conditions (addendum to this Agreement).

If You fail to pay the above mentioned service fee, FDSL shall be entitled, at its sole discretion, to: (a) suspend provision of the GreenWasteland digital platform until you fulfill your pending obligations; and/or (b) terminate this Agreement and take necessary legal action to recover the outstanding payments.

PRIVACY AND CONFIDENTIAL INFORMATION

Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party. Confidential Information includes FDSL data, Information of the Users, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information on FDSL (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to FDSL, its internal record-keeping requirements). Provided that FDSL may use any data generated as a result of the use of the GreenWasteland digital platform in anonymized form for its internal or other commercial or developmental purposes.

Subject to all applicable laws, FDSL may provide to a third party any information (including personal data and any FDSL Data) about Customers provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between a Customer and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in FDSL's sole discretion, by applicable law or regulation; (d) it is necessary, in FDSL's sole discretion, to (1) protect the safety, rights, property or security of FDSL, FDSL Services or any third party, (2) detect, prevent or otherwise address fraud, security or technical issues, and/or (3) prevent or stop activity which FDSL or any of its Affiliates, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or (e) it is required or necessary, in FDSL's sole discretion, for insurance or other purposes related to Customer's ability to qualify, or remain qualified, to use the GreenWasteland digital platform. Customer understands that FDSL may retain Customer's data for legal, regulatory, safety, and other necessary purposes after this Agreement is terminated.

DISCLAIMER

Customer hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it has not entered into, and during the term will not enter into, any agreement that would prevent it from complying with this Agreement; (c) it will comply with all applicable laws in its performance of this Agreement.

FDSL provides, and Customer accepts, the GreenWasteland digital platform and other ancillary services (if any) on an "as is" and "as available" basis. Neither FDSL, warrants or guarantees that Customer's access to or use thereto :(a) will be uninterrupted or error free; or (b) will result in any requests for Mobility Services.

FDSL functions as an on-demand digital solutions provider and related service only and makes no representations, warranties or guarantees as to the actions or inactions of the Users who may request or receive Digital Services from Customer, and FDSL need not screen or otherwise evaluate Users.

FDSL does not guarantee the availability or uptime of the GreenWasteland digital platform. Customer acknowledges and agrees that the GreenWasteland digital platform may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the GreenWasteland digital platform may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and FDSL is not responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.

RELATIONSHIP OF THE PARTIES

Except as otherwise expressly provided herein with respect to FDSL acting as a Digital Solutions Provider, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship (including from the perspective of labor law, tax law or any other in Sri Lanka), between FDSL and the customer and (b) no joint venture, partnership, or agency relationship exists between FDSL and a User.

INDEMNIFICATION

Customer shall indemnify, defend (at FDSL's option) and hold harmless FDSL its respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, and taxes arising out of or related to: (a) Customer's breach of its representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to Customer's provision of Services through the use of the GreenWasteland digital platform.

LIMITATION OF LIABILITY

FDSL shall not be liable under or related to this Agreement for any of the following, whether based on contract, delict or any other legal theory, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) Customer's or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage.

Customer acknowledges and agrees that any and all claims Customer has or purports to have against FDSL should be notified to FDSL within one (1) year after the event(s) that gave rise to such claim and that Customer forfeits all rights in respect of that claim if Customer fails to do so. Nothing in this Section purports to limit or exclude liability that cannot be limited or excluded by applicable law.

TERMINATION.

This Agreement shall commence on the date that the Agreement is executed by Customer and shall continue until terminated as set forth herein.

Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately,

without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party.

Upon termination of the Agreement, Customer shall immediately delete and fully remove the GreenWasteland digital platform from any applicable system. All Addendums to this agreement shall automatically terminate upon the termination of this agreement. All outstanding payment obligations and Sections of this agreement shall survive the termination of this Agreement.

GENERAL

Modification – FDSL reserves the right to modify the terms of this Agreement, effective upon publishing an updated version of this Agreement, as applicable, on the FDSL Website or the GreenWasteland digital platform. FDSL reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. Continued use of the GreenWasteland digital platform after any such modifications or updates shall constitute Customer's consent to such change.

Addendums - Addendums may apply to Customer's use of the GreenWasteland digital platform to provide digital services, such as use policies or terms related to certain features and functionality, which may be modified from time to time. Customer may be presented with certain Addendums from time to time. Addendums are in addition to, and shall be deemed a part of, this Agreement. Addendums shall prevail over this Agreement in the event of a conflict.

Severability - If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.

Entire Agreement - This Agreement, including all Addendums, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to."

Assignment -Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party. FDSL may assign or transfer this Agreement or any or all of its rights or obligations hereunder, in whole or in part, under this Agreement from time to time with prior notice.

No Third-Party Beneficiaries - The parties acknowledge that there are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims.

Notices - Any notice delivered by FDSL to Customer under this Agreement will be delivered by mails from devsupport@firebolt.dev only. Any notice delivered by Customer to FDSL under this Agreement will be delivered by contacting FDSL at <http://partners.firebolt.dev> in the "Contact Us" section. Additional Territory-specific notices may be required from time to time

Force Majeure – FDSL will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Sri Lanka.

If any dispute arises between the Customer and FDSL, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration Act. No. 11 of 1995 (Sri Lanka) to be adjudicated by a sole arbitrator to be appointed by FDSL. Arbitration shall be held in Colombo. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

In addition to above remedies, FDSL shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Customer from committing any violation of the covenants and obligations set out in this Agreement. These equitable remedies are cumulative and are in addition to any other rights and remedies FDSL may have at law or in equity.

By clicking "I accept" or signing below (as such may be required by applicable law), Customer expressly acknowledges that Customer has read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that Customer agrees to be bound by the terms and conditions of this Agreement, and that Customer is legally competent to enter into this Agreement with FDSL.