THIS SOFTWARE LICENSING AND ASSIGNMENT AGREEMENT ("THE AGREEMENT") IS MADE AND EXECUTED ON THIS ▆▆▆ DAY OF ▆▆▆▆▆▆, 2023 BETWEEN

Parties:

IOTA SOLUTIONS (PRIVATE) LIMITED having CUIN No.▆▆▆▆▆▆ and registered office located at▆▆▆▆▆▆▆▆▆ Islamabad through the Chief Executive Officer (CEO) Hassan Raza Khan bearing CNIC No.▆▆▆▆▆▆▆ (hereinafter referred to as **THE LICENSOR**)

AND

_____ having registered office at▆▆▆▆▆▆▆▆ through the Chief Executive Officer (CEO) bearing CNIC No.▆▆▆▆▆▆▆ (hereinafter referred to as **THE LICENSEE**)

I.   **WHEREAS**, Licensor owns TRACE 9 including the server software (hereinafter referred as Software); and

II.   **WHEREAS**, the Licensee is desirous of obtaining the Licensors software (TRACE 9) for their exclusive use;

III. **WHEREAS**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Licensor is willing to license TRACE 9 to the Licensee;

IV.   **NOW THEREFORE**, both the parties after conducting due diligence and detailed deliberations have agreed that the Licensee is willing to accept this Software Licensing Agreement on the terms and conditions contained hereinbelow.

1. **GRANT OF LICENSE**

   Subject to the terms and conditions of this Agreement and in consideration of Licensee's obligations to pay monetary fees as outlined in **SCHEDULE A**, such fees which may be adjusted from time to time by mutual written consent of the parties. Licensor hereby grants and Licensee hereby accepts, a perpetual, non-transferable license to use TRACE 9. Licensor agrees that this agreement would be exclusive to Licensee and agrees not to enter into any future Software Licensing Agreement and/or obligations with any third party without the express prior written consent of the Licensee.

   The licensee will safeguard the Software and its related materials with the degree of normal due care commensurate with a reasonable standard of industrial security for the protection of trade secrets and proprietary information so that no unauthorized use is made of them and no disclosure of any part of their contents is made to anyone other than the Licensee's employees, agents or consultants whose duties reasonably require such disclosure, or as necessary in the ordinary course of business. Licensee shall make all such persons fully aware of their responsibility to fulfill the obligations of License under this Agreement.

2. **LICENSING MODELS**

   Trace 9 is licensed based on the number of instances of Server & Module software that the Licensee will run. License terminology and a detailed breakdown of Stack & Modular role and/or functionality.

i. **Perpetual:** Trace9 software license permits you to use a specific version of a Trace9 software application indefinitely for a cost, with mainstream support lasting one to three years depending on Trace9 purchase version lifetime.

ii. **Subscription:** Trace9 software license allows you to utilize a newer version of Trace9 software eternally for a fee, with mainstream support continuing subscription basis.

USER RIGHTS

a. Assignment of the License to the Trace9 Server

I. Before the licensee runs any instance of the server software under a software license, the licensee must assign that license to one of their servers. That server being that the licensed server. The licensee may assign other software licenses to the same server, but may not assign the same license to more than one server.

II. The licensee may reassign a software license, but not within 30 days of the last assignment. The licensee may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. Upon reassigning a license, the new server becomes the new licensed server.

3. PREVIEW VERSION

The licensee may choose to use preview, insider, beta or other pre-release versions of the software ("hereinafter referred to as previews") the licensor may make available.The licensee may use previews only up to the software's expiration date and so long as you comply with all terms of this agreement. Previews are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this agreement, previews are provided on "AS IS basis," and no warranty, implied or express (including the Limited Warranty), applies to these versions. By installing previews, the licensee may void or impact device warranty and may not be entitled to support from the manufacturer or installer of device or network operator, if applicable. The Licensor is not responsible for any damage thereby caused to the licensee. The Licensor may not provide support services for previews. If the licensee provides The Licensor comments, suggestions or other feedback about the preview ("submission"), The Licensor and its partners rights, have an unequivocal right to use the submission in any way and for any purpose deemed appropriate.

4. ADDITIONAL LICENSING REQUIREMENTS OR USER RIGHTS

a. **No Separation of Server Software.**
The licensee may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

b. **Additional Functionality.**
The Licensor may provide additional functionality for the software. Other license terms and fees may apply.

c. **Distribution.**
The licensee is permitted to distribute the software with or installed on their proprietary hardware / VM if the licensee comply with the terms below.

I.   Right to Use and Distribute

        The licensee may copy and distribute the software. However, the licensee may not modify the software, and the licensee's hardware must include a complete copy of the software, including set-up.

II.   Distribution Requirements. For any software-distributed, the licensee must:
- Require distributors and external end users to agree to terms that protect it to the full extent of this agreement;
- Display-valid copyright notice on your programs;
- and indemnify, defend, and hold harmless the licensor from any claims, including attorneys' fees, related to the distribution or use of your programs.

III.   Distribution Restrictions. the licensee may not:
- Alter any copyright, trademark, or patent notice in the software;
- Use the licensor trademarks in–the licensee programs' names or in a way that suggests your programs come from, or are endorsed by, the licensor;
- include the software in malicious, deceptive, or unlawful programs; or
- modify or distribute the software so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification, or distribution, that:
    - o the code be disclosed or distributed in source code form; or
    - o others have the right to modify it.

d. Hosting.

The licensee may use the software for commercial software hosting services, subject to the following terms:

I.   The licensee is Fully Responsible. If the licensee uses the software for commercial hosting purposes, the licensee will be legally responsible for all usage of the software by your end users.

II.   **Indemnity.**The licensee must defend, indemnify, and hold the licensor harmless from any claim arising as a result of
- a. Improper installation of the software;
- b. Any software virus introduced by the licensee;
- c. Any violation of the terms of this agreement by the the licensee; and
- d. Unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the software by an end user (or any third-party providing services to the end user).

III.   Compliance with license requirements. The licensee must (1) inform the individuals who have access to the software that the software is licensed, and (2) bind individuals who have access to the software to terms that protect the software at least as much as the terms of this agreement. The licensee will use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the software.

5.   CONSENT TO THE USE OF DATA

Some features of the software send and receive information when using those features. By accepting this agreement, the licensee hereby acknowledges that any Licensee specific information received as such on the basis of the contractual relationship regulated by this License Agreement may be collected, used and disclosed as per the Licensors Privacy Statement available for perusal at the Licensors official website and as may be described in the user interface associated with the software features.

6. PROPRIETARY RIGHTS AND RESTRICTIONS ON USE

Licensee recognizes that the Software and all rights including Proprietary and Intellectual Property Rights are owned by the Licensor. Licensee further undertakes to cooperate with Licensor in protecting Licensors proprietary/ IP rights. Licensee recognizes that any rights created under this Agreement in favour of the Licensee are of a temporary nature and Licensee will keep it free and clear of any claims, liens and encumbrances.

While this Agreement is in effect, or while the Licensee has custody, possession and/or authority to use the Software; Licensee will not

- Workaround any technical restrictions or limitations in the software;
- Create or attempt to create by reverse engineering, decompile, or disassemble the software, or otherwise attempt to derive the source code for the software, except and only to the extent:
  - o Permitted by applicable law;
  - o Required by third party licensing terms governing use of certain open source components e.g. (Icinga, MariaDB, MySQL, Grafana, Graphite) that may be included in the software;
- Use the software's files and components within another operating system or application running on another operating system

Rights to access the software on any device do not give you any right to implement IOTA patents or other IOTA intellectual property in software or devices that access that device.

7. UPDATES

The software periodically checks for system updates and may install them automatically. The Licensee may obtain updates only from the licensor, open-source components e.g. (Icinga, MariaDB, MySQL, Grafana, Graphite) or authorized sources, and the licensor may need to update your system to provide you with those updates. By accepting this agreement, the licensee agrees to receive these types of automatic updates without any additional notice.

8. BACKUP COPY

Licensee is granted permission to make **1 (ONE)** copy of the software media for backup and archival purposes. The Copy may be used to create instances of the software. However, the original and the Backup Copy is to be kept in Licensee's control and possession and that the use of the Backup copy cannot exceed that which is allowed.

9. THIRD PARTY COMPONENTS.

The software may include third party components with separate legal notices or governed by other agreements, as may be described in the Third-Party Notice file(s) accompanying the software.

10. SUPPORT SERVICES

Licensor's obligations will include provision of support and maintenance services in accordance with the terms and conditions set forth on the Licensors official website

11. LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES

To the maximum extent permitted by applicable law, under no circumstances will the licensor be liable to licensee or any other person or entity for any indirect, incidental, consequential, special, exemplary or punitive damages (including negligence, strict liability, breach of contract, misrepresentation and other contract claims; lost profits; or any damages resulting from loss of data, security breach, property damage, loss of revenue, loss of business or lost savings), arising out of or in connection with this agreement, the performance of the licensor products or of any other obligations relating to this agreement, whether or not licensor has been advised of the possibility of such damages.

Licensor shall have no liability for any damage sustained by the Licensee as a result of Licensee's use of the Software, whether such damages would arise as a result of breach of contract, tort or otherwise. Licensee has tested the Software and relies on its own judgment in utilizing it.

Licensee will only be liable to recover 50% from the Licensor and its suppliers; any such recovery shall only be limited to the extent of direct cost and/or damages of the amount paid by the Licensee.

This limitation applies to:
·   Anything related to the software, services, content (including code) on third party Internet sites, or third-party programs; and
·   Claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence or other tort to the extent permitted by applicable law.

IOTA Solutions assumes no obligations from any separate license or other agreement to which IOTA Solutions is not a party and that may apply to your use of the software.

12. LIMITED WARRANTY

Licensor warrants that the software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will perform substantially for the term of this Agreement and any extension thereof, if you follow the instructions as described in the Licensors materials that is included with the software and that the use of said software shall not cause improper operations or results.

References to "Limited Warranty" are reference to the express warranty provided by the Licensor and is in addition to the other rights and/or remedies under the law. Details of Warranty can be found in **SCHEDULE B**.

13. RELATIONSHIP OF THE PARTIES

The parties to this Agreement are affiliated companies and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

14. ENTRIETY OF AGREEMENT

This agreement consisting of **[NINE]** pages, represents the entire and integrated agreement between the parties. There are no terms or conditions, express or implied, other than expressly stated in this Agreement and supersedes all prior negotiations, representations and agreements, both written and oral. This Agreement may be amended or modified only by an instrument in writing, signed by the parties with the same formality as this Agreement.

15. **SEVERABILITY**

Should any part, portion or provision of this Agreement **is** judicially determined to be invalid, illegal, unenforceable or in conflict with any law for the time being in force, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid and either party may renegotiate the terms affected by such severance.

16. **GOVERNING LAW**

The construction, interpretation and enforcement of this agreement shall be governed by the law prevailing at the signing date. The Civil Courts exercising territorial jurisdiction over any action arising out of this agreement shall be applicable.

17. **SIGNATURES**

In witness whereof, the parties have executed this AGREEMENT on the days and dates set out above, and certify that they have read, understood, and agreed to the terms and conditions of this AGREEMENT.

IOTA SOLUTIONS
(LICENSOR)

(LICENSEE)

_____   _____
[Name and Title]   Date   [Name and Title]   Date

WITNESSES:

1. _____   2. _____

SCHEDULE A

CHARGES & PAYOUTS

WARRANTY, BREACH AND REMEDIAL PROCEDURES

A. TERMOF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES

The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

To the extent permitted by law, any implied warranties, guarantees, or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee, or condition lasts.

B. EXCLUSIONS FROM WARRANTY

This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond IOTA Solutions' reasonable control.

C. REMEDYFOR BREACH OF WARRANTY

IOTA Solutions will repair or replace the software at no charge. If IOTA Solutions cannot repair or replace it, IOTA Solutions will refund the 50% amount shown on your receipt for the software. It will also repair or replace supplements, updates, and replacement software at no charge. If IOTA Solutions cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to IOTA Solutions with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.

D. WARRANTY PROCEDURES

You need proof of purchase for warranty service.
For warranty service or information about how to obtain a refund for software acquired in the world, contact IOTA Solutions at:

· +92510xxxx;
· IOTA Solutions Customer Service and Support, Address
· visit (iotasolutions.io).

E. NO OTHER WARRANTIES

The limited warranty is the only direct warranty from IOTA Solutions. IOTA Solutions gives no other express warranties, guarantees, or conditions. Where allowed by your local laws, IOTA Solutions excludes implied warranties of merchantability, fitness for a particular purpose, and non-infringement. If your local laws give you any implied warranties, guarantees, or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

F. LIMITATION AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY

The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. You may also have other rights that vary from country to country.