

Newt Global End User Software License Agreement

This Newt Global End User Software License Agreement (the “**Agreement**”) is made and entered into effective as of _____, 20____ (the “Effective Date”), by and between Newt Global Consulting Inc., a Texas corporation with its principal place of business at 1300 W Walnut Hill Lane, Suite 230 Irving TX 75038, US, on behalf of itself and its affiliates (“Newt Global” or “Licensor”), and _____, an _____ corporation with a place of business at _____ (“Licensee” or “You”). If you are agreeing to this Agreement not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then “**you**” means your entity and you are binding your entity to this Agreement. Newt Global may modify this Agreement from time to time, subject to the terms in Section 21 (Changes to this Agreement) below. The Software is not intended for and should not be used by anyone under the age of 16. You must ensure that all Authorized Users are at least 16 years old.

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) your initial access to or use of the Software (as defined below) or (b) the effective date of the first Order referencing this Agreement.

By signing this Agreement, or by using or accessing the Software, you indicate your consent to be bound by this Agreement. If you do not agree to this Agreement, do not use, or access the Software.

Definitions. Certain capitalized terms are defined in this Section, and others are defined contextually in this Agreement.

“**Additional Services**” means Technical Account Manager (“**TAM**”) services, Support and Maintenance or other services related to the Software provided to you by Newt Global, as identified in an Order.

“**Affiliate**” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of greater than 50% of the voting equity securities or other equivalent voting interests of the entity.

“Newt Global Policies” means Newt Global’s terms for Third Party Code in Newt Global Products (Annexure 1), Privacy Policy (Annexure 2), Acceptable Use Policy (Annexure 3), and (unless otherwise specified) any other policies or terms referenced in this Agreement.

“Newt Global Technology” means the Software (including all No-Charge Software), Newt Global Deliverables, their “look and feel”, any and all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate Feedback.

“Authorized Users” means the specific individuals whom you designate to use the applicable Software and for whom you have paid the required fees. Authorized Users may be your or your Affiliates’ full time employees only .

“Documentation” means our standard published documentation for the Software.

“Feedback” means comments, questions, ideas, suggestions, or other feedback relating to the Software, Support and Maintenance or Additional Services.

“Laws” means all applicable local, state, federal and international laws, regulations, and conventions, including those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

“License Term” means your permitted license term for the Software, as set forth in an Order.

“New Releases” means any bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that Newt Global makes available to you as part of Support and Maintenance.

“Order” means Newt Global’s applicable ordering documentation or other purchase flow referencing this Agreement. Orders may include purchases of Software licenses, Support and Maintenance, Additional Services, increased or upgraded Scope of Use or renewals.

“Product-Specific Terms” means additional terms that apply to certain Software and Additional Services.

“Scope of Use” means your authorized scope of use for the Software as specified in the applicable Order, which may include: (a) number and type of Authorized Users, (b) numbers of licenses, copies or instances, or (c) entity, division, business unit, website, field of use or other restrictions or billable units.

“Software” means Newt Global’s commercially available downloadable software products, including mobile applications of such products. Your Order will specify the Software that you may use.

“Support and Maintenance” means Newt Global’s support and maintenance services for the Software, as further described in the Newt Global Support Policy. Your level of Support and Maintenance will be specified in your Order.

“Training” means Newt Global-provided training and certification services.

1. Scope of Agreement

1.1. Software. This Agreement governs your initial purchase of Newt Global’s Software, Support and Maintenance for the Software, and any Additional Services, as well as any future purchases made by you that reference this Agreement. This Agreement includes each Order, the Newt Global Policies, the Product-Specific Terms, and any other referenced policies and terms. The Software and its permitted use are further described in the Documentation. The term “Software” includes Documentation unless otherwise specified.

2. Authorized Users

2.1. Authorized Users. Only Authorized Users may access and use the Software. Some Software may allow you to designate different types of Authorized Users, in which case pricing and functionality may vary according to the type of Authorized User. You are responsible for compliance with this Agreement by all Authorized Users, including what Authorized Users do with your data, and for all fees incurred by Authorized Users (or from adding Authorized Users). All use of Software must be solely for the benefit of you or your Affiliates and must be within the Scope of Use. The license as offered by Newt Global is for the usage for Licensee’s internal projects. Under no circumstance, the license will be used by non-Licensee personnel. For clarity, such a license will not be permitted to be used by any person or entity directly or indirectly involved with Licensee under any capacity, including but not limited to a Client, Vendor, Partner, Contractor, and in any other similar capacity..

3. Use of the Software

3.1. Your License Rights. Subject to the terms and conditions of this Agreement, Newt Global grants you a non-exclusive, non-sublicensable and non-transferable license to install and use the Software during the applicable License Term for your own business purposes, in accordance with this Agreement, your applicable Scope of Use, the Documentation and all Laws.

3.2. Restrictions. As per this agreement the product is licensed to You (Licensee) for limited use by the Licensor. The product so licensed in accordance with this agreement must strictly be used for the specific purpose as stated. The specific purpose highlights use of the product by FULL TIME EMPLOYEES of the Licensee only and the Licensee agrees that in no situation this product would be exposed to any other individual out of the stated individuals. You also agree to provide and share with provider the name, contact details along with official employee and email id and other such coordinates that provider may desire so as to stop unwanted, unforeseen usage of the product so licensed. You agree to take complete responsibility and will be held liable in case any product sharing happens in any form, be it through online or offline mode, print or physical mode or via any other medium.

Further, it would be your responsibility to ensure that the product is not at all exposed to any sub-vendor, contractor, or any unrelated individual under any circumstances. Except as otherwise expressly permitted in this Agreement, you will not: (a) reproduce, modify, adapt or create derivative works of any part of the Software; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to the Software to a third party including any of your contractors, vendors, clients or customers; (c) use the Software for the benefit of any third party; (d) incorporate the Software into a product or service you provide to a third party; (e) interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in the Software; (h) use the Software for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Software; or (j) encourage or assist any third party to do any of the foregoing.

3.3. Number of Instances. Unless otherwise specified in your Order, for each Software license that you purchase, you may install one (1) production instance of the Software on systems owned or operated by you or one of your Authorized Users.

3.4. Product-Specific Terms. Some Software may be subject to additional terms specific to that Software as set forth in the Product-Specific Terms. By accessing or using a product covered by the Product-Specific Terms, you agree to the Product-Specific Terms.

3.5. Your Modifications. Subject to the terms and conditions of this Agreement (including Section 2 (Combining the Products with Open Source Software) of Annexure 1 - Third Party Code in Newt Global Products), for any elements of the Software provided by Newt Global in source code form and to the extent permitted in the Documentation, you may modify such source code solely for purposes of developing bug fixes, customizations and additional features for the Software. Any modified source code or Documentation constitutes **“Your Modifications”**. You may use Your Modifications solely in support of your permitted use of the Software (and only with your own instances of the Software), but you may not distribute the code to Your Modifications to any third party. Notwithstanding anything in this Agreement to the contrary, Newt Global has no support, warranty, indemnification or other obligation or liability with respect to Your Modifications or their combination, interaction or use with our Software.

3.6. Attribution. In any use of the Software, you must not remove, obscure, or alter in any way the following attribution to Newt Global on all user interfaces to the Software: “Powered by Newt Global,” which must in every case include a hyperlink to <http://www.newtglobal.com>, and which must be in the same format as delivered in the Software.

3.7. System Requirements. You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Software as specified in the Documentation. Newt Global will have no obligations or responsibility under this Agreement for issues caused by your use of any third-party hardware or software not provided by Newt Global.

3.8. Indemnification by You. You will defend, indemnify and hold harmless Newt Global from and against any loss, cost, liability or damage (including attorney’s fees) arising from or relating to any claim brought against Newt Global (a) arising from or related to your breach of Section 2 or any claims or disputes brought by Secondary Users arising out of their use of the Software; (b) by a third party relating to Your Modifications (including but not limited to any representations or warranties you make about Your Modifications of the Software) or your breach of Section 3.5 (Your Modifications); (c) by a third party related to your Customer Materials, as defined in Section 6.2(b); or (d) by a third party relating to any non-Newt Global content or data used by you or your Secondary Users in connection with the Software. This indemnification obligation is subject to your receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonably necessary cooperation of Newt Global at your expense.

4. Apps and Third-Party Products.

4.1. Third Party Products. You (including your Authorized Users) may choose to use or procure other third-party products or services in connection with the Software, including Third Party Apps or implementation, customization, training or other services. Your receipt or use of any third-party products or services is subject to a separate agreement between you and the third-party provider. If you enable or use third-party products or services (including Third Party Apps) with the Software, you acknowledge that the third-party providers may access or use your data as required for the interoperation of their products and services with the Software. This may include transmitting, transferring, modifying, or deleting your data, or storing your data on systems belonging to the third-party providers or other third parties. Any third-party provider's use of your data is subject to the applicable agreement between you and such third-party provider. **We are not responsible for any access to or use of your data by third-party providers or their products or services, or for the security or privacy practices of any third-party provider or its products or services. You are solely responsible for your decision to permit any third-party provider or third-party product or service to use your data. It is your responsibility to carefully review the agreement between you and the third-party provider, as provided by the applicable third-party provider. NEWT GLOBAL DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD-PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS OR VENDORS.**

5. Privacy Terms. Newt Global may collect certain data and information from you and Secondary Users in connection with your and Secondary Users' use of the Software and otherwise in connection with this Agreement. All such data and information will be collected and used by Newt Global in accordance with Newt Global's Privacy Policy (Annexure 2) which you acknowledge.

6. Newt Global Commitments

6.1. Support and Maintenance. During the period for which you have paid the applicable Support and Maintenance fee, Newt Global will provide Support and Maintenance for the Software in accordance with the Support Policy (if applicable).

6.2. Additional Services. Subject to this Agreement, you may purchase Additional Services from Newt Global, which Newt Global will provide to you pursuant to the applicable Order. Additional Services may be subject to additional policies and terms as specified by Newt Global.

(a) *Newt Global Deliverables*. Newt Global will retain all right, title and interest in and to any materials, deliverables, modifications, derivative works, or developments that Newt Global provides in connection with any Additional Services ("**Newt Global Deliverables**"). You may use any Newt Global Deliverables provided to you only in connection with the Software, subject to the same usage rights and restrictions as for the Software. For clarity, Newt Global Deliverables are not considered Software, and any Software (including any New Release) is not considered a Newt Global Deliverable.

(b) *Customer Materials*. You agree to provide Newt Global with reasonable access to your materials, systems, personnel, or other resources (including your instances of the Software) as reasonably necessary for Newt Global's provision of Additional Services ("**Customer Materials**"). If you do not provide Newt Global with timely access to Customer Materials, Newt Global's performance of Additional Services will be excused until you do so. You retain your rights in your Customer Materials, subject to Newt Global's ownership of any underlying Software, Newt Global Deliverables, or other Newt Global Technology. Newt Global will use Customer Materials solely for purposes of performing the Additional Services. You represent and warrant that you have all necessary rights in Customer Materials to provide them to Newt Global for such purposes. Newt Global usage of all Customer Materials is free of any cost. Newt Global will have no liability whatsoever for the safety and security of customer materials. Customer is responsible for keeping adequate copies of customer materials and process to reinstate customer materials. Newt Global has no liability and responsibility to bring customer materials to its original level.

(c) *Training Not Covered*. Your purchase, and our provision, of Training is subject to our Training Terms and Policies, which is a separate agreement.

7. License Term, Returns and Payment

7.1. License Term and Renewals. The License Term, Support and Maintenance period, and TAM (Technical Account Manager) services period will be indicated in the Order (as applicable). The License Term and any applicable service periods will commence on the Order date (unless a different start date is designated in the Order) and expire on the expiration date indicated in your order. Unless earlier

terminated in accordance with this Agreement, each right to use Software will expire at the end of the applicable License Term. This is not applicable for Trial License usage and it is bound only by the validity.

All renewals are subject to the applicable Software or Support and Maintenance continuing to be offered and will be charged at the then-current rates.

7.2. Delivery. We will deliver the applicable license keys to you no later than one business day after we have received payment of the applicable fees. You are responsible for determining that we have received payment and your Order has been processed. All deliveries under this Agreement will be electronic. For the avoidance of doubt, you are responsible for installation of the Software, and you acknowledge that Newt Global has no further delivery obligation with respect to the Software after delivery of the license keys.

7.3. Increased Scope of Use. During your License Term, you may increase your Scope of Use (e.g., adding Authorized Users, licenses, copies, or instances) by placing a new Order or, if made available by Newt Global, directly through the applicable Software. Any increases to your Scope of Use will be subject to additional fees, as set forth in the applicable Order.

7.4. Payment. You will pay all fees in accordance with each Order, by the due dates and in the currency specified in the Order. If a purchase order number is required in order for an invoice to be paid, then you must provide such purchase order number to Newt Global by emailing the purchase order number to apar@newtglobalcorp.com. For Additional Services provided at any non-Newt Global location, unless otherwise specified in your Order, you will reimburse Newt Global for its pre-approved travel, lodging and meal expenses, which Newt Global may charge as incurred. Other than as expressly set forth in Section 16 (IP Indemnification by Newt Global), all amounts are non-refundable, non-cancelable and non-creditable.

7.5. Taxes. Your fees under this Agreement exclude any taxes or duties payable in respect of the Software in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Newt Global, you must pay to Newt Global the amount of such taxes or duties in addition to any fees owed under this Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to Newt Global any such exemption information, and Newt Global will use reasonable efforts to provide such invoicing documents as may

enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

7.6. Withholding Taxes. You will pay all fees net of any applicable withholding taxes. You and Newt Global will work together to avoid any withholding tax if exemptions, or a reduced treaty withholding rate, are available. If Newt Global qualifies for a tax exemption, or a reduced treaty withholding rate, Newt Global will provide you with reasonable documentary proof. You will provide Newt Global reasonable evidence that you have paid the relevant authority for the sum withheld or deducted.

7.7. Partner Company Orders. This Section 7.7 applies if you purchase the Software, Support and Maintenance or any Additional Services through an authorized partner or Partner Company of Newt Global ("**Partner Company**").

(a) Instead of paying Newt Global, you will pay the applicable amounts to the Partner Company, as agreed between you and the Partner Company. Newt Global may suspend or terminate your rights to use Software if Newt Global does not receive the corresponding payment from the Partner Company.

(b) Instead of an Order with Newt Global, your order details (e.g., Software, Scope of Use and License Term) will be as stated in the order placed with Newt Global by the Partner Company on your behalf, and the Partner Company is responsible for the accuracy of any such order as communicated to Newt Global.

(c) Partner Companies are not authorized to modify this Agreement or make any promises or commitments on Newt Global's behalf, and Newt Global is not bound by any obligations to you other than as set forth in this Agreement.

(d) The amount paid or payable by the Partner Company to us for your use of the applicable Software under this Agreement will be deemed the amount actually paid or payable by you to us under this Agreement for purposes of calculating the liability cap in Section 15.2 (Liability Cap).

7.8. Future Functionality; Separate Purchases. You acknowledge that the Software and Additional Services referenced in an Order are being purchased separately from any of our other products or services. Payment obligations for any products or services are not contingent on the purchase or use of any of our other products (and for clarity, any purchases of Software and Additional Services are separate and not contingent on each other, even if listed on the same Order). You agree that your purchases are not contingent on the delivery of any future functionality or features (including future

availability of any Software beyond the current License Term or any New Releases), or dependent on any oral or written public comments made by Newt Global regarding future functionality or features.

8. No-Charge Software. We may offer certain Software (including some Newt Global Apps) to you at no charge, trial use, and Beta Versions as defined below (collectively, **“No-Charge Software”**). Your use of No-Charge Software is subject to any additional terms that we specify and is only permitted during the License Term we designate (or, if not designated, until terminated in accordance with this Agreement). Except as otherwise set forth in this Section, the terms and conditions of this Agreement governing Software, including Section 3.2 (Restrictions), fully apply to No-Charge Software. We may terminate your right to use No-Charge Software at any time and for any reason in our sole discretion, without liability to you. You understand that any pre-release and beta versions of Software, and any pre-release and beta features within generally available Software, that we make available (collectively, **“Beta Versions”**) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Software. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee to allow you to use Beta Versions, but the Beta Versions will remain subject to this Section 8. All information regarding the characteristics, features or performance of any No-Charge Software (including Beta Versions) constitutes Newt Global’s Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to No-Charge Software, including any Support and Maintenance, warranty, and indemnity obligations. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEWT GLOBAL’S MAXIMUM AGGREGATE LIABILITY TO YOU IN RESPECT OF NO-CHARGE SOFTWARE WILL BE US\$100.

9. License Certifications and Audits. At our request, you agree to provide a signed certification that you are using all Software pursuant to the terms of this Agreement, including the Scope of Use. You agree to allow us, or our authorized agent, to audit your use of the Software (including that of your Authorized Users). We will provide you with at least ten (10) days advance notice prior to the audit, and the audit will be conducted during normal business hours. We will bear all out-of-pocket costs that we incur for the audit, unless the audit reveals that you have exceeded the Scope of Use. You will provide reasonable assistance, cooperation, and access to relevant information during any audit at your own cost. If you

exceed your Scope of Use, we may invoice you for any past or ongoing excessive use, and you will pay the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to Newt Global at law or equity or under this Agreement. To the extent we are obligated to do so, we may share audit results with certain of our third-party licensors or assign the audit rights specified in this Section 10 to such licensors.

10. Ownership and Feedback. The Software is made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. Newt Global and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to Newt Global Technology (including the Software). From time to time, you may choose to submit Feedback to us. Newt Global may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Newt Global's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

11. Confidentiality. Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party (“**Receiving Party**”) by the disclosing party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Newt Global Technology and any performance information relating to the Software will be deemed Confidential Information of Newt Global without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective

of the Disclosing Party than this Section 11 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 11. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so, required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

12. Term and Termination

12.1. Term. This Agreement is effective as of the Effective Date and continues until expiration of all License Terms, unless earlier terminated as set forth herein.

12.2. Termination for Cause. Either party may terminate this Agreement (including all related Orders) if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

12.3. Termination for Convenience. You may choose to stop using the Software and terminate this Agreement (including all Orders) at any time for any reason upon written notice to Newt Global, but, upon any such termination (i) you will not be entitled to a refund of any pre-paid fees and (ii) if you have not already paid all applicable fees for the then-current License Term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.

12.4. Effects of Termination. Upon any expiration or termination of this Agreement, your license to the Software terminates (even if the License Term is identified as "perpetual" or if no expiration date is specified in your Order) and you must cease using and delete (or at our request, return) all Software and

Confidential Information or other materials of Newt Global in your possession, including on any third-party systems operated on your behalf. You will certify such deletion upon our request. If this Agreement is terminated by you in accordance with Section 12.2 (Termination for Cause), Newt Global will refund you any prepaid Software fees covering the remainder of the then-current License Term after the effective date of termination. If this Agreement is terminated by Newt Global in accordance with Section 12.2 (Termination for Cause), you will pay any unpaid fees covering the remainder of the then-current License Term after the effective date of termination. In no event will termination relieve you of its obligation to pay any fees payable to Newt Global for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

12.5. Survival. The following Sections will survive any termination or expiration of this Agreement: 3.2 (Restrictions), 3.8 (Indemnification by You), 4.1 (Third Party Products), 7.5 (Payment), 7.6 (Taxes), 8 (No-Charge Software) (disclaimers and use restrictions only), 9 (License Certifications and Audits), 10 (Ownership and Feedback), 11 (Confidentiality), 12 (Term and Termination), 13.3 (Warranty Disclaimer), 14 (Limitations of Liability), 15 (IP Indemnification by Newt Global) (but solely with respect to claims arising from your use of the Software during the License Term), 17 (Dispute Resolution), 18 (Export Restrictions), and 21 (General Provisions).

13. Warranties and Disclaimer

13.1. General Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. If you are an entity, you represent and warrant that this Agreement and each Order is entered into by an employee or agent of such entity with all necessary authority to bind such entity to the terms and conditions of this Agreement.

13.2. Virus Warranty. Newt Global further represents and warrants that it will take reasonable commercial efforts to ensure that the Software, in the form and when provided to you, will be free of any viruses, malware, or other harmful code. For any breach of the foregoing warranty, your sole and exclusive remedy, and Newt Global's sole obligation, is to provide a replacement copy of the Software promptly upon notice.

13.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13.1 (GENERAL WARRANTIES) AND 13.2 (VIRUS WARRANTY), ALL SOFTWARE, SUPPORT AND MAINTENANCE AND ANY ADDITIONAL SERVICES ARE PROVIDED "AS IS," AND NEWT GLOBAL AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. NEWT GLOBAL WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF NEWT GLOBAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER NEWT GLOBAL NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY SOFTWARE OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE SOFTWARE (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS); (D) ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13.2 (VIRUS WARRANTY), THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

14. Limitations of Liability

14.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

14.2. Liability Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS SUPPLIERS' AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE

AMOUNT ACTUALLY PAID OR PAYABLE BY YOU TO US UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

14.3. Excluded Claims. “**Excluded Claims**” means (1) amounts owed by you under any Orders, (2) either party’s express indemnification obligations in this Agreement, and (3) your breach of Section 3.2 (Restrictions) or of Section 2 (Combining the Products with Open Source Software) of Third Party Code in Newt Global Products as given in Annexure 1 .

14.4. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 14 (Limitations of Liability) apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

15. IP Indemnification by Newt Global. We will defend you against any claim brought against you by a third party alleging that the Software, when used as authorized under this Agreement, infringes any third-party patent, copyright or trademark, or misappropriates any third-party trade secret enforceable in any jurisdiction that is a signatory to the Berne Convention (a “**Claim**”), and we will indemnify you and hold you harmless against any damages and costs finally awarded on the Claim by a court of competent jurisdiction or agreed to via settlement executed by Newt Global (including reasonable attorneys’ fees), provided that we have received from you: (a) prompt written notice of the Claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defense and investigation of the Claim, including providing us a copy of the Claim, all relevant evidence in your possession, custody, or control, and cooperation with evidentiary discovery, litigation, and trial, including making witnesses within your employ or control available for testimony; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the Claim. If your use of the Software is (or in our opinion is likely to be) enjoined, whether by court order or by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our option and in our discretion: (i) procure the right or license for your continued use of the Software in accordance with this Agreement; (ii) substitute substantially functionally similar Software; or (iii) terminate your right to continue using the Software and refund any license fees pre-paid by you for use of the Software for the terminated portion of the applicable License Term or, in the case of any “perpetual” licenses, the license fee paid by you as reduced to reflect a three (3) year straight-line

depreciation from the license purchase date. Newt Global's indemnification obligations above do not apply: (1) if the total aggregate fees received by Newt Global with respect to your license to Software in the twelve (12) month period immediately preceding the Claim is less than US\$50,000; (2) if the Software is modified by any party other than Newt Global, but solely to the extent the alleged infringement is caused by such modification; (3) if the Software is used in combination with any non-Newt Global product, software, service or equipment, but solely to the extent the alleged infringement is caused by such combination; (4) to unauthorized use of Software; (5) to any Claim arising as a result of (y) circumstances covered by your indemnification obligations in Section 3.8 (Indemnification by You) or (z) any third-party deliverables or components contained with the Software; (6) to any unsupported release of the Software; or (7) if you settle or make any admissions with respect to a Claim without Newt Global's prior written consent. THIS SECTION 15 STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY SOFTWARE OR OTHER ITEMS PROVIDED BY NEWT GLOBAL UNDER THIS AGREEMENT.

16. Publicity Rights. We may identify you as a Newt Global customer in our promotional materials. We will promptly stop doing so upon your request sent to sales@newtglobal.com.

17. Dispute Resolution

17.1. Informal Resolution and binding arbitration. Any dispute, controversy or claim arising out of or relating in any way to the Agreement between the parties including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, or brought by a Party due to any other claims or causes of action against the other Party to this Agreement shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the agreement relationship between the parties, the complaining Party shall notify the other Party in writing thereof. Within sixty (60) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from

when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. This agreement to arbitrate shall be specifically enforceable. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within twenty days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association. The arbitration shall be conducted in accordance with the then existing Commercial Rules of the American Arbitration Association. The arbitration shall be conducted in Dallas County, Texas, and the laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrator, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Agreement by bringing suit in a court of competent jurisdiction only in Dallas County, Texas, and the parties to this Agreement submit to the personal jurisdiction of the state and federal courts of Dallas County, Texas. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Section shall survive the termination or cancellation of this Agreement. Each party shall pay its own proportionate share of arbitrator fees and expenses and the arbitration fees and expenses of the American Arbitration Association.

Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration. All negotiations pursuant to this Section 17.1 will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

17.2. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the applicable laws of the State of Texas, USA, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding arising out of or related to this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in Dallas, Texas, USA, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Dallas, Texas, USA, generally and unconditionally, with respect to any action, suit or proceeding brought

by it or against it by the other party. In any action or proceeding to enforce a party's rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.

17.3. Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 17.1 (Informal Resolution) and Section 17.2 (Governing Law; Jurisdiction), nothing in this Agreement will prevent Newt Global from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

17.4. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

18. Export Restrictions. The Software is subject to export restrictions by the United States government and may be subject to import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your download of, access to, and use of the Software. You shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Denied Persons, Entity, or Unverified Lists or the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list (collectively, "**Prohibited Persons**"); (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You represent and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country. You also certify that you are not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person. You agree not to use or provide the Software for any prohibited end use, including to support any nuclear, chemical, or biological weapons proliferation, or missile technology, without the prior permission of the United States government.

19. Third Party Code. The Software includes code and libraries licensed to us by third parties, including open source software. See Annexure 1 - Third Party Code in Newt Global Products for additional provisions regarding our use of third party code.

20. Changes to this Agreement.

20.1. Modifications Generally. We may modify the terms and conditions of this Agreement (including Newt Global Policies) from time to time, with notice given to you by email, through the Software or through our website. Together with notice, we will specify the effective date of the modifications.

Paid Licenses: Typically, when we make modifications to the main body of this Agreement (excluding the Newt Global Policies), the modifications will take effect at the next renewal of your License Term and will automatically apply as of the renewal date unless you elect not to renew pursuant to Section 7.1 (License Term and Renewals). In some cases – e.g., to address compliance with Laws, or as necessary for new features – we may specify that such modifications become effective during your then-current License Term. If the effective date of such modifications is during your then-current License Term and you object to the modifications, then (as your exclusive remedy) you may terminate your affected Orders upon notice to us, and we will refund to you any fees you have pre-paid for use of the affected Software for the terminated portion of the applicable License Term. To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the modifications. For the avoidance of doubt, any Order is subject to the version of this Agreement in effect at the time of the Order.

Newt Global Policies: Our products and business are constantly evolving, and we may modify Newt Global Policies from time to time, including during your then-current License Term in order to respond to changes in our products, our business, or Laws. In this case, unless required by Laws, we agree not to make modifications to the Newt Global Policies that, considered as a whole, would substantially diminish our obligations during your then-current License Term. Modifications to the Newt Global Policies will take effect automatically as of the effective date specified for the updated policies.

21. General Provisions

21.1. Notices. Any notice under this Agreement must be given in writing. We may provide notice to you via email or through your account. You agree that any such electronic communication will satisfy any

applicable legal communication requirements, including that such communications be in writing. Our notices to you will be deemed given upon the first business day after we send it. You will provide notice to us by post to Newt Global Consulting Inc., C/o 1300 W. Walnut Hill Ln, Suite #230 Irving, TX 75038 Attn: General Counsel. Your notices to us will be deemed given upon our receipt.

21.2. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

21.3. Assignment. You may not assign or transfer this Agreement without our prior written consent. As an exception to the foregoing, you may assign this Agreement in its entirety (including all Orders) to your successor resulting from your merger, acquisition, or sale of all or substantially all of your assets or voting securities, provided that you provide us with prompt written notice of the assignment and the assignee agrees in writing to assume all of your obligations under this Agreement. Any attempt by you to transfer or assign this Agreement except as expressly authorized above will be null and void. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. We may also permit our Affiliates, agents, and contractors to exercise our rights or perform our obligations under this Agreement, in which case we will remain responsible for their compliance with this Agreement. Subject to the foregoing, this Agreement will inure to the parties' permitted successors and assigns.

21.4. Entire Agreement. This Agreement is the entire agreement between you and Newt Global relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations between you and Newt Global with respect to the Software or any other subject matter covered by this Agreement. No provision of any purchase order or other business form employed by you will supersede or supplement the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.

21.5. Conflicts. In event of any conflict between the main body of this Agreement and either the Newt Global Policies or Product-Specific Terms, the Newt Global Policies or Product-Specific Terms (as applicable) will control with respect to their subject matter.

21.6. Waivers; Modifications. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. Except as set forth in Section 20 (Changes to this Agreement), any amendments or modifications to this Agreement must be executed in writing by the authorized representatives of Newt Global and you.

21.7. Interpretation. As used herein, “including” (and its variants) means “including without limitation” (and its variants). Headings are for convenience only. If any provision of this Agreement is held to be void, invalid, unenforceable, or illegal, the other provisions will continue in full force and effect.

21.8. Independent Contractors. The parties are independent contractors. This Agreement will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.

21.9. Non-hire. Neither party shall solicit, hire, offer or in any way encourage any employee, consultant or agent of the other party who works on a process covered by this Agreement to leave the other party to work for the soliciting, offering or encouraging party, during the term of this Agreement or within one year of the termination or expiry of this Agreement.

IN WITNESS WHEREOF, by signatures of their duly authorized representatives below. Licensor and Licensee, intending to be legally bound, agree to all the provisions of this Agreement.

| | |
|---|---------------------|
| <u>Newt Global Consulting Inc.</u> (Licensor) | _____ (Licensee) |
| By: | By : _____ |
| Name (Print): Rajiv Chum | Name (Print): _____ |
| Designation: Director Business Operations | Designation: |
| Date: | Date: |

Annexure 1

Third Party Code in Newt Products

This is a supplement to the Newt End User Software License Agreement (the “**Agreement**”) and is included in the Agreement. Any capitalized terms used but not defined below have the meanings in the Agreement. The Software or Cloud Products (collectively, “**Products**”) contain code and libraries that we license from third parties. Some of these licenses require us to flow certain terms down to you.

1. Open Source Software in the Products. The Products include components subject to the terms and conditions of “open source” software licenses. To the extent applicable, we will identify open source software included in a Product in or through the Product itself. Some of these licenses require us to provide the open source software to you on the terms of the open source license instead of the terms of the Agreement. In that case, the terms of the open source license will apply, and you will have the rights granted in such licenses to the open source software itself, such as access to source code, right to make modifications, and right to reverse engineer. Notwithstanding the foregoing, if you are using the Products in the form provided to you, in accordance with your permitted scope of use, with no distribution of software to third parties, then none of these open source licenses impose any obligations on you beyond what is stated in the Agreement.

2. Combining the Products with Open Source Software. A requirement of some open source licenses, sometimes known as “copyleft licenses,” is that any modifications to the open source software, or combinations of the open source software with other software (such as by linking), must be made available in source code form under the terms of the copyleft license. To the extent you are separately authorized by Newt to combine and distribute Products with any other code, you must make sure that your use does not: (i) impose, or give the appearance of imposing, any condition or obligation on us with respect to our Products (including, without limitation, any obligation to distribute our Products under an open source license); or (ii) grant, or appear to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in our Products. To be clear, you may not combine or otherwise modify our Products unless we expressly give you the right to do so under the Agreement.

3. Commercial Third Party Code in the Products.

3.1 The Products also include components that we license commercially from third parties (“**Commercial Components**”). For the avoidance of doubt, all of the restrictions for the Products in the Agreement also apply to Commercial Components. Commercial Components are also subject to some additional requirements as set forth below.

3.2 You may use Commercial Components only in conjunction with, as part of, and through the Products as provided by Newt. You may not install, access, configure or use any Commercial Components (including any APIs, tools, databases or other aspects any Commercial Components) separately or independently of the rest of the Product, whether for production, technical support or any other purposes, or otherwise attempt to gain direct access to any portions of the Commercial Components, or permit anyone else (including your customers) to do any of these things.

3.3 Some Commercial Components may include source code that is provided as part of its standard shipment. Commercial Component source code will be governed by the terms for Commercial

Components in this supplement of the Software License Agreement. Accordingly, notwithstanding any other terms of the Agreement, you may not modify any Commercial Components. You will be financially responsible to the applicable third-party licensor ("**Commercial Component Licensor**") for all damages and losses resulting from your or your Authorized User's breach of this Section. You may not "benchmark" or otherwise analyze performance information for individual Commercial Component elements.

3.4 You understand that the applicable Commercial Component Licensor retains all ownership and intellectual property rights to the Commercial Component. Commercial Component Licensors (and any other third-party licensors of any components of the Products) are intended third party beneficiaries of the Agreement with respect to the items they license and may enforce the Agreement directly against you. However, to be clear, Commercial Component Licensors do not assume any of Newt's obligations under the Agreement. To the maximum extent permitted by applicable law, no Commercial Component Licensor(s) will be liable to you for any damages whatsoever.

Annexure 2

Privacy Policy

What this policy covers

Your privacy is important to us, and so is being transparent about how we collect, use, and share information about you. This policy is intended to help you understand:

- What information we collect about you
- How we use information we collect
- How we share information we collect
- How we store and secure information we collect
- How to access and control your information
- How we transfer information we collect internationally

This Privacy Policy covers the information we collect about you when you use our products or services, or otherwise interact with us unless a different policy is displayed. We refer to all of our products, together with our other services and websites as "Services" in this policy.

This policy also explains your choices surrounding how we use information about you, which include how you can object to certain uses of information about you and how you can access and update certain information about you. **If you do not agree with this policy, do not access or use our Services or interact with any other aspect of our business.**

Where we provide the Services under contract with an organization (for example, your employer) that organization controls the information processed by the Services. This policy does not apply to the extent we process personal information in the role of a processor on behalf of such organizations.

What information we collect about you

We collect information about you when you provide it to us, when you use our Services, and when other sources provide it to us, as further described below.

Information you provide to us

We collect information about you when you input it into the Services or otherwise provide it directly to us.

Account and Profile Information: We collect information about you when you register for an account, create, or modify your profile, set preferences, sign-up for or make purchases through the Services. For example, you provide your contact information and, in some cases, billing information, when you register for the Services. We keep track of your preferences when you select settings within the Services.

Content you provide through our products: The Services include the Newt products you use, where we collect and store content that you post, send, receive and share. This content includes any information

about you that you may choose to include. Content also includes the files and links you upload to the Services. We collect feedback you provide directly to us through the product and; we collect content using analytics techniques that hash, filter or otherwise scrub the information to exclude information that might identify you or your organization; and we collect clickstream data about how you interact with and use features in the Services. Administrators can disable our collection of this information from the Services via the administrator settings or prevent this information from being shared with us by blocking transmission at the local network level.

Content you provide through our websites: The Services also include our websites owned or operated by us. We collect other content that you submit to these websites, which include social media or social networking websites operated by us. For example, you provide content to us when you provide feedback or when you participate in any interactive features, surveys, contests, promotions, sweepstakes, activities or events.

Information you provide through our support channels: The Services also include our customer support, where you may choose to submit information regarding a problem you are experiencing with a Service. Whether you designate yourself as a technical contact, open a support ticket, speak to one of our representatives directly or otherwise engage with our support team, you will be asked to provide contact information, a summary of the problem you are experiencing, and any other documentation, screenshots or information that would be helpful in resolving the issue.

Payment Information: We may collect payment and billing information when you register for certain paid Services. You might also provide payment information, such as payment card details, which we may collect via secure payment processing services.

Information we collect automatically when you use the Services

We collect information about you when you use our Services, including browsing our websites and taking certain actions within the Services.

Your use of the Services: We keep track of certain information about you when you visit and interact with any of our Services. This information includes the features you use; the links you click on; the type, size and filenames of attachments you upload to the Services; frequently used search terms; and how you interact with others on the Services. We may also collect information about the teams and people you work with and how you work with them, like who you collaborate with and communicate with most frequently. Administrators can disable our collection of this information from the Services via the administrator settings or prevent this information from being shared with us by blocking transmission at the local network level.

Device and Connection Information: We may collect information about your computer, phone, tablet, or other devices you use to access the Services. This device information includes your connection type and settings when you install, access, update, or use our Services. We may also collect information through your device about your operating system, browser type, IP address, URLs of referring/exit pages, device identifiers, and crash data. We may use your IP address and/or country preference in order to approximate your location to provide you with a better Service experience. How much of this information we collect depends on the type and settings of the device you use to access the

Services. Administrators can disable collection of this information via the administrator settings or prevent this information from being shared with us by blocking transmission at the local network level.

Information we receive from other sources

We may receive information about you from other Service users, from third-party services, from our related companies, social media platforms, public databases, and from our business and channel partners. We may combine this information with information we collect through other means described above. This helps us to update and improve our records, identify new customers, create more personalized advertising and suggest services that may be of interest to you.

Other users of the Services: Other users of our Services may provide information about you when they submit content through the Services. We also receive your email address from other Service users when they provide it in order to invite you to the Services. Similarly, an administrator may provide your contact information when they designate you as the billing or technical contact on your company's account or when they designate you as an administrator.

Other services you link to your account: We may receive information about you when you or your administrator integrate third-party apps or link a third-party service with our Services. You or your administrator may also integrate our Services with other services you use, such as to allow you to access, store, share and edit certain content from a third-party through our Services. For example, you may authorize our Services to access, display and store files from a third-party document-sharing service within the Services interface. Or you may authorize our Services to connect with a third-party calendaring service or to sync a contact list or address book so that your meetings and connections are available to you through the Services, so you can invite others to collaborate with you on our Services or so your organization can limit access to certain users. Your administrator may also authorize our Services to connect with a third party reporting service so your organization can review how the Services are being used. The information we receive when you link or integrate our Services with a third-party service depends on the settings, permissions and privacy policy controlled by that third-party service. You should always check the privacy settings and notices in these third-party services to understand what data may be disclosed to us or shared with our Services.

Newt Companies: We receive information about you from companies that are owned or operated by Newt Global, in accordance with their terms and policies.

Newt Partners: We work with a global network of partners who provide consulting, implementation, training and other services around our products and services. Some of these partners also help us to market and promote our Services, generate leads for us, and resell our Services. We receive information from these partners, such as technical contact information, company name, what Newt Services you have purchased or may be interested in, evaluation information you have provided, what events you have attended, and what country you are in.

Other Partners: We may receive information about you and your activities on and off the Services from third-party partners, such as advertising and market research partners who provide us with information about your interest in and engagement with, our Services and online advertisements.

Third Party Providers: We may receive information about you from third party providers of business information and publicly available sources (like social media platforms), including physical mail addresses, job titles, email addresses, phone numbers, intent data (or user behavior data), IP addresses and social media profiles, for the purposes of targeted advertising of products that may interest you, delivering personalized communications, event promotion, and profiling.

How we use information we collect

How we use the information we collect depends in part on which Services you use, how you use them, and any preferences you have communicated to us. Below are the specific purposes for which we use the information we collect about you.

To provide the Services and personalize your experience: We use information about you to provide the Services to you, including to process transactions with you, authenticate you when you log in, provide customer support, and operate, maintain, and improve the Services. For example, we may use the name and picture you provide in your account to identify you to other Service users. Our Services may also include tailored features that personalize your experience, enhance your productivity, and improve your ability to collaborate effectively with others by automatically analyzing the activities of your team to provide search results, activity feeds, notifications, connections and recommendations that are most relevant for you and your team. We also use information about you to connect you with other team members seeking your subject matter expertise. We may use your email domain to infer your affiliation with a particular organization or industry to personalize the content and experience you receive on our websites. Where you use multiple Services, we combine information about you and your activities to provide an integrated experience, such as to allow you to find information from one Service while searching from another or to present relevant product information as you travel across our websites.

For research and development: We are always looking for ways to make our Services smarter, faster, secure, integrated, and useful. We may use information and collective learnings (including feedback) about how people use our Services to troubleshoot, to identify trends, usage, activity patterns, and areas for integration and to improve our Services and to develop new products, features and technologies that benefit our users and the public. In some cases, we apply these learnings across our Services to improve and develop similar features, to better integrate the Services you use, or to provide you with insights based on how others use our Services. We also test and analyze certain new features with some users before rolling the feature out to all users.

To communicate with you about the Services: We may use your contact information to send transactional communications via email and within the Services, including confirming your purchases, reminding you of subscription expirations, responding to your comments, questions and requests, providing customer support, and sending you technical notices, updates, security alerts, and administrative messages. We send you email notifications when you or others interact with you on the Services. We also provide tailored communications based on your activity and interactions with us. For example, certain actions you take in the Services may automatically trigger a feature or third-party app suggestion within the Services that would make that task easier. We also send you communications as you onboard to a particular Service to help you become more proficient in using that Service. If an opt out is available, you will find that option within the communication itself or in your account settings.

To market, promote and drive engagement with the Services: We may use your contact information and information about how you use the Services to send promotional communications that may be of specific interest to you, including by email and by displaying Newt ads on other companies' websites and applications. These communications may be informed by audits of interactions (like counting ad impressions), and are aimed at driving engagement and maximizing what you get out of the Services, including information about new features, survey requests, newsletters, and events we think may be of interest to you. We may also communicate with you about new Services, product offers, promotions, and contests.

Customer support: We use your information to resolve technical issues you encounter, to respond to your requests for assistance, to analyze crash information, and to repair and improve the Services. Where you give us express permission to do so, we share information with a third party expert for the purpose of responding to support-related requests.

For safety and security: We may use information about you and your Service use to verify accounts and activity, to detect, prevent, and respond to potential or actual security incidents and to monitor and protect against other malicious, deceptive, fraudulent or illegal activity, including violations of Service policies.

To protect our legitimate business interests and legal rights: Where required by law or where we believe it is necessary to protect our legal rights, interests and the interests of others, we use information about you in connection with legal claims, compliance, regulatory, and audit functions, and disclosures in connection with the acquisition, merger or sale of a business.

With your consent: We use information about you where you have given us consent to do so for a specific purpose not listed above. For example, we may publish testimonials or featured customer stories to promote the Services, with your permission.

How we share information we collect

We share information we collect about you in the ways discussed below, including in connection with possible business transfers. We are not in the business of selling information about you to advertisers or other third parties.

Sharing with other Service users

When you use the Services, we may share certain information about you with other Service users.

For collaboration: You can create content, which may contain information about you, and grant permission to others to see, share, edit, copy and download that content based on settings you or your administrator (if applicable) select. Some of the collaboration features of the Services display some or all of your profile information to other Service users when you share or interact with specific content. You can confirm whether certain Service properties are publicly visible from within the Services or by contacting the relevant administrator.

Managed accounts and administrators: If you register or access the Services using an email address with a domain that is owned by your employer or organization or associate that email address with your existing account, and such organization wishes to establish an account or site, certain information about

you including your name, profile picture, contact info, content and past use of your account may become accessible to that organization's administrator and other Service users sharing the same domain. If you are an administrator for a particular site or group of users within the Services, we may share your contact information with current or past Service users, for the purpose of facilitating Service-related requests.

Community Forums: Our websites may offer publicly accessible blogs, forums, issue trackers, and wikis. You should be aware that any information you provide on these websites - including profile information associated with the account you use to post the information - may be read, collected, and used by any member of the public who accesses these websites. Your posts and certain profile information may remain even after you terminate your account. To request removal of your information from publicly accessible websites operated by us, please contact us. In some cases, we may not be able to remove your information, in which case we will let you know if we are unable to and why.

Sharing with third parties

We may share information with third parties that help us operate, provide, improve, integrate, customize, support and market our Services.

Service Providers: We may work with third-party service providers to provide backup, storage, virtual infrastructure, payment processing, analysis and other services for us, which may require them to access or use information about you. If a service provider needs to access information about you to perform services on our behalf, they do so under close instruction from us, including appropriate security and confidentiality procedures designed to protect your information.

Newt Partners: We work with third parties who provide consulting, sales, support, and technical services to deliver and implement customer solutions around the Services. We may share your information with these third parties in connection with their services, such as to assist with billing and collections, to provide localized support, and to provide customizations. We may also share information with these third parties where you have agreed to that sharing.

Third Party Apps: You, your administrator or other Service users may choose to add new functionality or change the behavior of the Services by installing third party apps within the Services. Doing so may give third-party apps access to your account and information about you like your name and email address, and any content you choose to use in connection with those apps. If you are an administrator, or a technical or billing contact listed on an account, we may share your details with the third-party app provider upon installation. Third-party app policies and procedures are not controlled by us, and this privacy policy does not cover how third-party apps use your information. We encourage you to review the privacy policies of third parties before connecting to or using their applications or services to learn more about their privacy and information handling practices. If you object to information about you being shared with these third parties, please uninstall the app.

Links to Third Party Sites: The Services may include links that direct you to other websites or services whose privacy practices may differ from ours. If you submit information to any of those third party sites, your information is governed by their privacy policies, not this one. We encourage you to carefully read the privacy policy of any website you visit.

Social Media Widgets: The Services may include links that direct you to other websites or services whose privacy practices may differ from ours. Your use of and any information you submit to any of those third-party sites is governed by their privacy policies, not this one.

With your consent: We share information about you with third parties when you give us consent to do so. For example, we often display personal testimonials of satisfied customers on our public websites. With your consent, we may post your name alongside the testimonial.

Compliance with Enforcement Requests and Applicable Laws; Enforcement of Our Rights: In exceptional circumstances, we may share information about you with a third party if we believe that sharing is reasonably necessary to (a) comply with any applicable law, regulation, legal process or governmental request, including to meet national security requirements, (b) enforce our agreements, policies and terms of service, (c) protect the security or integrity of our products and services, (d) protect Newt Global, our customers or the public from harm or illegal activities, or (e) respond to an emergency which we believe in good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person.

Sharing with affiliated companies

We share information we collect with affiliated companies and, in some cases, with prospective affiliates. Affiliated companies are companies owned or operated by us. The protections of this privacy policy apply to the information we share in these circumstances.

Newt companies: We share information we have about you with other Newt Global corporate affiliates in order to operate and improve products and services and to offer other Newt affiliated services to you. This includes companies that own or operate the Services.

Business Transfers: We may share or transfer information we collect under this privacy policy in connection with any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. You will be notified via email and/or a prominent notice on the Services if a transaction takes place, as well as any choices you may have regarding your information.

How we store and secure information we collect

Information storage and security

We use industry standard technical and organizational measures to secure the information we store.

While we implement safeguards designed to protect your information, no security system is impenetrable and due to the inherent nature of the Internet, we cannot guarantee that information, during transmission through the Internet or while stored on our systems or otherwise in our care, is absolutely safe from intrusion by others.

If you use our server or data center Services, responsibility for securing storage and access to the information you put into the Services rests with you and not Newt Global. We strongly recommend that server or data center users configure SSL to prevent interception of information transmitted over networks and to restrict access to the databases and other storage points used.

How long we keep information

How long we keep information we collect about you depends on the type of information. After such time, we will either delete or anonymize your information or, if this is not possible (for example, because the information has been stored in backup archives), then we will securely store your information and isolate it from any further use until deletion is possible.

Account information: We retain your account information for as long as your account is active and a reasonable period thereafter in case you decide to re-activate the Services. We also retain some of your information as necessary to comply with our legal obligations, to resolve disputes, to enforce our agreements, to support business operations, and to continue to develop and improve our Services.

Information you share on the Services: If your account is deactivated or disabled, some of your information and the content you have provided will remain in order to allow your team members or other users to make full use of the Services. For example, we continue to display messages you sent to the users that received them and continue to display content you provided, but when requested details that can identify you will be removed.

Managed accounts: If the Services are made available to you through an organization (e.g., your employer), we retain your information as long as required by the administrator of your account.

Marketing information: If you have elected to receive marketing emails from us, we retain information about your marketing preferences for a reasonable period of time from the date you last expressed interest in our Services, such as when you last opened an email from us or ceased using your Newt account.

How to access and control your information

You have certain choices available to you when it comes to your information. Below is a summary of those choices, how to exercise them and any limitations.

Your Choices:

You have the right to request a copy of your information, to object to our use of your information (including for marketing purposes), to request the deletion or restriction of your information, or to request your information in a structured, electronic format. Where the Services are administered for you by an administrator, you may need to contact your administrator to assist with your requests first.

Your request and choices may be limited in certain cases: for example, if fulfilling your request would reveal information about another person, or if you ask to delete information which we or your administrator are permitted by law or have compelling legitimate interests to keep. Where you have asked us to share data with third parties, for example, by installing third-party apps, you will need to contact those third-party service providers directly to have your information deleted or otherwise restricted.

Access and update your information: Our Services and related documentation give you the ability to access and update certain information about you from within the Service. You may update your profile information within your profile settings and modify content that contains information about you using the editing tools associated with that content.

Deactivate your account: If you no longer wish to use our Services, you or your administrator may be able to deactivate your Services account. If you can deactivate your own account, that setting is available to you in your account settings. Otherwise, please contact your administrator. If you are an administrator and are unable to deactivate an account through your administrator settings, please contact the appropriate support team. Please be aware that deactivating your account does not delete your information; your information remains visible to other Service users based on your past participation within the Services.

Delete your information: Our Services and related documentation may give you the ability to delete certain information about you from within the Service. Please note, however, that we may need to retain certain information for record keeping purposes, to complete transactions or to comply with our legal obligations.

Request that we stop using your information: In some cases, you may ask us to stop accessing, storing, using and otherwise processing your information where you believe we don't have the appropriate rights to do so. Where you gave us consent to use your information for a limited purpose, you can contact us to withdraw that consent, but this will not affect any processing that has already taken place at the time. You can also opt-out of our use of your information for marketing purposes by contacting us. When you make such requests, we may need time to investigate and facilitate your request. If there is delay or dispute as to whether we have the right to continue using your information, we will restrict any further use of your information until the request is honored or the dispute is resolved, provided your administrator does not object (where applicable). If you object to information about you being shared with a third-party app, please disable the app or contact your administrator to do so.

Data portability: Data portability is the ability to obtain some of your information in a format you can move from one service provider to another. Depending on the context, this applies to some of your information, but not to all of your information. Should you request it, we will provide you with an electronic file of your basic account information and the information you create on the spaces under your sole control.

How we transfer information we collect internationally

International transfers of information we collect

We collect information globally and may transfer, process and store your information outside of your country of residence, to wherever we or our third-party service providers operate for the purpose of providing you the Services. Whenever we transfer your information, we take steps to protect it.

International transfers within the Newt Global Companies: To facilitate our global operations, we transfer information globally and allow access to that information from countries in which the Newt Global owned or operated companies have operations for the purposes described in this policy. These countries may not have equivalent privacy and data protection laws to the laws of many of the countries where our customers and users are based. When we share information about you within and among Newt corporate affiliates, we make use of standard contractual data protection clauses, which have been approved by the European Commission.

International transfers to third parties: Some of the third parties described in this privacy policy, which provide services to us under contract, may be based in other countries that may not have equivalent privacy and data protection laws to the country in which you reside. When we share information of customers in the European Economic Area, the UK, or Switzerland, we make use of the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, European Commission-approved standard contractual data protection clauses, binding corporate rules for transfers to data processors, or other appropriate legal mechanisms to safeguard the transfer.

Other important privacy information

Notice to End Users

Many of our products are intended for use by organizations. Where the Services are made available to you through an organization (e.g. your employer), that organization is the administrator of the Services and is responsible for the accounts and/or Service sites over which it has control. If this is the case, please direct your data privacy questions to your administrator, as your use of the Services is subject to that organization's policies. We are not responsible for the privacy or security practices of an administrator's organization, which may be different than this policy.

Administrators are able to:

- require you to reset your account password;
- restrict, suspend or terminate your access to the Services;
- access information in and about your account;
- access or retain information stored as part of your account;
- install or uninstall third-party apps or other integrations

In some cases, administrators can also:

- restrict, suspend or terminate your account access;
- change the email address associated with your account;
- change your information, including profile information;
- restrict your ability to edit, restrict, modify or delete information

Even if the Services are not currently administered to you by an organization, but if you use an email address provided by an organization (such as your work email address) to access the Services, then the owner of the domain associated with your email address (e.g. your employer) may assert administrative control over your account and use of the Services at a later date.

Please contact your organization or refer to your administrator's organizational policies for more information.

Our policy towards children

The Services are not directed to individuals under 16. We do not knowingly collect personal information from children under 16. If we become aware that a child under 16 has provided us with personal information, we will take steps to delete such information. If you become aware that a child has provided us with personal information, please contact the appropriate support team.

Changes to our Privacy Policy

We may change this privacy policy from time to time. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice by adding a notice on the Services homepages, login screens, or by sending you an email notification. We will also keep prior versions of this Privacy Policy in an archive for your review. We encourage you to review our privacy policy whenever you use the Services to stay informed about our information practices and the ways you can help protect your privacy.

If you disagree with any changes to this privacy policy, you will need to stop using the Services and deactivate your account(s), as outlined above.

Annexure 3

Acceptable Use Policy

Our goal is to help you and your team do the best work every day. To do this, we need to keep our products and services running smoothly, quickly, and without distraction. For this to happen, we need you not to misuse or abuse our products and services.

To describe exactly what we mean by “misuse” or “abuse” – and help us identify such transgressions and react accordingly – we’ve created this Acceptable Use Policy. Under this policy, we reserve the right to remove content that is inconsistent with the spirit of the guidelines, even if it’s something that is not forbidden by the letter of the policy. In other words, if you do something that isn’t listed here verbatim, but it looks or smells like something listed here, we may still remove it.

Services refers to all websites owned or operated by Newt, and any related websites, sub-domains and pages, as well as any cloud services operated by Newt.

Here’s what we won’t allow:

Disruption

- Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services. This prohibition does not apply to security assessments expressly permitted by Newt
- Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data
- Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data
- Deciphering any transmissions to or from the servers running the services
- Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
 - Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
 - Going far beyond the use parameters for any given service as described in its corresponding documentation
 - Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that’s unrelated to the purposes for which the services were designed

Wrongful activities

- Misrepresentation of yourself, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Newt or any third party)
- Using the services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from our services
- Using our services to stalk, harass, or post direct, specific threats of violence against others
- Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)
- Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, “scraping”)
- Using meta tags or any other “hidden text” including Newt's or our suppliers' product names or trademarks

Inappropriate communications

- Using the services to generate or send unsolicited communications, advertising, chain letters, or spam
- Soliciting our users for commercial purposes, unless expressly permitted by Newt
- Disparaging Newt or our partners, vendors, or affiliates
- Promoting or advertising products or services other than your own without appropriate authorization

Inappropriate content

- Posting, uploading, sharing, submitting, or otherwise providing content that:
 - Infringes Newt's or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
 - You don't have the right to submit
 - Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful
 - Encourages illegal or tortious conduct or that is otherwise inappropriate
 - Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition

- Contains viruses, bots, worms, scripting exploits, or other similar materials
- Is intended to be inflammatory
- Could otherwise cause damage to Newt or any third party

In this Acceptable Use Policy, the term “**content**” means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the services and (2) any other materials, content, or data you provide to Newt or use with the Services.

Without affecting any other remedies available to us, Newt may permanently or temporarily terminate or suspend a user’s account or access to the services without notice or liability if Newt (in its sole discretion) determines that a user has violated this Acceptable Use Policy.