



End User License Agreement

EXHIBIT A

EULA Terms

The Parties agree that these Support Terms are hereby incorporated by reference into the ABot Software License Agreement signed on [DATE]

1 - DEFINITIONS

- 1.1. **“ABot Software” or “Software”** means the source code and object code for the current ABot Software and any Updates thereto as listed on ABot Software Agreement attached hereto. ABot Software shall include any technical documentation, paperwork, instructions, etc., regarding the ABot Software. For the elimination of doubt, the ABot Software includes the computer programs that comprise a series of instructions, rules, routines, or statements that allow or cause a computer to perform a specific operation or series of operations; and the recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced or created, and also includes the graphical interface, images, design materials, and schema design of the program.
- 1.2. **“ABot Customized Application” or “Customized Application”** means any custom application developed by Rebaca for Licensee pursuant to a MSA and/or SOW.
- 1.3. **“Affiliates”** means with respect to any entity, any entity that controls, is controlled by or is under common control with such entity. For purposes of the foregoing, “control” of an entity means the power to direct or cause the direction of the management and policies of such entity through the ownership of more than fifty percent (50%) of the voting securities (or in the case of a non-corporate entity, equivalent ownership interests) of the controlled entity.
- 1.4. **“Blocking Problem”, “Non-Blocking Problem” and “Semi-Blocking Problem”** mean respectively, a malfunction that makes use of the Software impossible, a functional anomaly that does not prevent use of the Software functions, and a malfunction that prevents the use of certain functions of the Software.
- 1.5. **“Bug”** means a defect in the design or implementation of the Software that manifests itself as functional problems.
- 1.6. **“Compilation” and “Reverse Compilation”**; Compilation is the translation of the Source Code into Object Code, and Reverse Compilation is the is the translation of the Object Code into Source Code.
- 1.7. **“Confidential Information”** has the meaning defined in Section 10.
- 1.8. **“Corrective Maintenance”** means the correction of malfunctions and anomalies affecting the working of the Software.
- 1.9. **“Data”** means the data, test cases, or other information provided by Licensee to Rebaca for use in connection with any ABot Customized Application.
- 1.10. **“Derivative Technology”** means (i) for copyrightable or copyrighted material, any translation, modification, correction, addition, improvement, compilation, abridgment, revision, customization, or other form in which such material may be recast, transformed, or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material that is a protected trade secret, any new material that incorporates or is adapted from such existing trade secret material, including new material which may be protected by copyright, mask work right, patent and/or trade secret.
- 1.11. **“Hardware”** means the set of Licensee devices on which the Software will be installed pursuant to this License.
- 1.12. **“Intellectual Property Rights”** means patent rights (including patent applications, disclosures, continuations



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and continuations in part), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights, recognized in any country or jurisdiction in the world.

- 1.13. **“License Fee”** means the mutually agreed License Fee to be paid by Licensee to Rebaca in exchange for the License granted under this Agreement as set forth in **ABot Software Agreement** attached hereto
- 1.14. **“Modifications”** means any and all Updates, Upgrades, and any other modifications or Derivative Technology of the ABot Software, whether made by Rebaca, or any third party.
- 1.15. **“Object Code”** means the list of instructions of a computer program directly executable by the hardware device.
- 1.16. **“Payment Schedule”** means the mutually agreed due date for payment of the License Fee by Licensee, or the agreed-upon Payment Schedule, if any, applicable to such payment as set forth on **ABot Software Agreement**.
- 1.17. **“Personnel”** Any member of staff or any person employed by Rebaca or Licensee, whatever their position
- 1.18. **“Source Code”** means the list of instructions of a computer program expressed in a human readable language.
- 1.19. **“Support”** means the Support services provided by Rebaca to Licensee as set forth in Exhibit B of this Agreement.
- 1.20. **“Term”** shall be as set forth in ABot Software Agreement of this Agreement.
- 1.21. **“Updates”** means minor patches, work arounds, bug fixes, error corrections, minor modifications or enhancements, and other changes to the ABot Software that Rebaca has determined are available at no charge.
- 1.22. **“Upgrades”** means any new update release of the ABot Software that Rebaca has determined will be available to existing licensees for a fee, including without limitation upgrades containing new features, new functions, and/or other modifications or enhancements.

2 – OWNERSHIP, LICENSE AND RESTRICTIONS

2.1. – Ownership. Rebaca owns and will continue to own all right, title, and interest in and to the ABot Software, the ABot Customized Application, any and all Modifications, and all Intellectual Property Rights in or related to any of the foregoing. Licensee will obtain no rights in or to the ABot Software by operation of this Agreement or otherwise, other than the rights and licenses set forth in this Section 2. At all times contemplated herein, Licensee owns and will continue to own all right title and interest in and to the Data.

2.2. – Grant of Limited License. Subject to timely payment of the License Fee in accordance with the Payment Schedule, and conditioned on Licensee’s continuous compliance with this Agreement, Rebaca hereby grants to Licensee a license on attached ABot Software Agreement Limited License.

2.3. – License Restrictions. The license granted herein and in this Section 2 does not include any right for Licensee to sublicense, assign or transfer any rights granted herein to any third party, and Licensee hereby agrees it will not attempt any such transfer or sublicense such rights

3 – LICENSE FEE AND PAYMENT

3.1. – License Fee. In exchange for the limited license to the Software, Licensee agrees to pay Rebaca the License Fee in the amount set forth on attached ABot Software Agreement License Terms, attached and incorporated by reference hereto, and on the terms set forth herein.

3.2. – Payment; Invoicing. The total License Fee will be invoiced by Rebaca upon delivery of the Software to



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Licensee. Payment shall be due and payable to Rebaca on the dates and amounts set forth in the Payment Schedule in ABot Software Agreement attached hereto. Licensee agrees to make all payments in accordance with the Payment Schedule, with the understanding that interest will accrue on all amounts past due greater than fifteen (15) days at a rate of 1.5% per month, and Rebaca reserves the right to suspend Support and/or Maintenance until such past due amounts are paid.

3.3. – Methods of Payment. The License Fee may be paid by check or wire transfer to Rebaca in accordance with the instructions included on each invoice.

3.4. – Taxes. The License Fee excludes 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 Rebaca, Licensee shall be responsible for payment to Rebaca the amount of such taxes or duties in addition to the License Fee. Notwithstanding the foregoing, Licensee may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed, in such case, Licensee shall have the right to provide Rebaca with any such exemption information, and Rebaca will use reasonable efforts to provide such invoicing documents as may enable Licensee to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

4 – DATA, STORAGE AND ACCESS

4.1. – Ownership and Storage of Data. Licensee owns and will continue to own all right title and interest in and to the Data and all Data will be stored and maintained on Licensee's system.

4.2. – Data Access. During the license Term and subject to the confidentiality covenants contained herein, Licensee grants Rebaca unrestricted access to the Data for the sole purpose of monitoring, developing, maintaining and updating the ABot Customized Application, and Rebaca will obtain no other rights in or to the Data by operation of this Agreement.

5 – DELIVERY AND INSTALLATION

5.1. – Delivery of the Software. The Software shall be delivered to Licensee within fourteen (14) days of the date of receipt by Rebaca Technologies Inc. of an approved purchase order from Licensee and receipt of any initial payment due from Licensee under the Payment Schedule (the "Delivery Date"). The delivery shall be made electronically to the attention of the technical contact designated by Licensee and shall contain the Object Code of the Software together with any documentation. The Parties acknowledge and agree that the Source Code is not included in this License and will not be provided to Licensee.

5.2. – Installation of Software. Installation of the Software shall be performed by Licensee, on Licensee's system at their own risk and in accordance with any instructions provided by Rebaca.

6 – LICENSE TERM AND TERMINATION

6.1. – Term. The license period shall be as set forth on ABot Software Agreement attached hereto (the "Term"), and shall be subject to Licensee's continuous compliance with this Agreement and timely payment of the License Fee in accordance with the License Fee Payment Schedule.

6.2. – Termination. Without prejudice to any other rights hereunder, Rebaca may terminate this License upon Licensee's failure to cure any breach of the terms of this Agreement within fourteen (14) days of notice, and Licensee's failure to make timely payments when due in accordance with the Payment Schedule.

6.3. – Effect of Termination. Upon any expiration or termination or expiration of this Licensee, Licensee shall



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promptly cease all use of the Software and return the Software to Rebaca or destroy all copies of the Software, documentation and its component parts as instructed by Rebaca, and shall certify same to Rebaca in writing upon request.

7 – LICENSEE OBLIGATIONS. Licensee agrees at all times during the Term to reasonably cooperate with Rebaca in its efforts to perform its obligations hereunder, including without limitation performance of Support and Maintenance services, as follows:

7.1 – Information. Licensee agrees to promptly respond to and provide information requested by Rebaca with respect to Software and/or any Support and Maintenance issues.

7.2 – Implementation. Licensee agree to comply with all reasonable requests, recommendations and instructions from Rebaca with respect to the operation and/or maintenance of the Software the security, protection and backup of data, files, programs, and the Software.

7.3 – Software Updates. Licensee agree to promptly install any Updates, new versions of the Software or other fixes provided by Rebaca.

7.4 – Hardware Upgrades. Licensee will timely inform Rebaca of any planned or completed upgrades to the Hardware that could impact any pending or future Support or Maintenance requests

7.5 – Operations. Licensee shall refrain from or delay performance of any Software or Hardware operation that could directly or indirectly prevent or impede Rebaca's provision of Support or Maintenance services.

8 – REBACA OBLIGATIONS

8.1. – Software. Rebaca agrees to faithfully deliver the Software to Licensee and work with Licensee to successfully install and implement the Software.

8.2. – Staffing. Rebaca agrees to make sufficient Rebaca Personnel available to fulfill its obligations under this Agreement to Licensee including provision of effective Support and Maintenance services.

9 – 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 Rebaca Software, technology or Intellectual Property, and any performance information relating to the Software will be deemed Confidential Information of Rebaca 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 those contained herein and that the Receiving Party remains responsible for compliance by them with the terms of this Agreement. 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



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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.

10 – REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

10.1. – Representations by Licensee. Licensee hereby represents and warrants to Rebaca as follows:

- a) That it has received all information requested from Rebaca necessary to evaluate the Software, and it has determined that the Software will meet Licensee needs and Licensee Personnel possess the requisite technical expertise and know-how to successfully utilize the Software.
- b) That it has analyzed the suitability of the Software for its needs and Licensee has determined that Licensee Personnel have the technical competence that they have the competence to use it.
- c) That other than Support and Maintenance services to be provided by Rebaca under this Agreement, Licensee shall be solely responsible for the operation and use of the Software to achieve any Licensee objectives.
- d) That it bears sole responsibility for ensuring that the Licensee Hardware is appropriate for operation and use of the Software, and it will take all appropriate measures to protect their Hardware, systems, network and their data and/or software against risks associated with use of the Software.

10.1. – Representations by Rebaca. Rebaca hereby represents and warrants to Licensee as follows:

- a) That it is the rightful owner of the Software and has the full power and authority to enter into this Agreement and grant the rights granted to Licensee hereunder.
- b) That the Software is an original work and does not infringe on the rights of any third party.

10.2. – Indemnification.

- a) By Rebaca. Rebaca will defend, indemnify and hold harmless Licensee from and against any loss, injury or claim by a third party against Licensee arising out of, (a) a breach of Rebaca's representations and warranties hereunder, or (b) Licensee's proper operation or use of the Software as in accordance with this Agreement.
- b) By Licensee. Licensee will defend, indemnify and hold harmless Rebaca from and against any loss, injury or claim by a third party against Rebaca arising out of, (a) a breach of Licensee's representations and warranties hereunder, (b) Licensee's improper use or operation of the Software in a way that is not contemplated by this Agreement, or (c) relating to any of Licensee's products or services.
- c) Procedure. Each Party must notify the other Party promptly after receipt of any claims made for which the other Party may be liable hereunder. The indemnifying party will have the sole right to defend, negotiate, and settle such claims using legal counsel of its choosing, provided that the indemnified party will be entitled to participate or take over such defense at its own expense; provided, however, that the indemnifying party will have final decision-making authority regarding all aspects of the defense of the claim. The indemnified party agrees provide the indemnifying party with such information and assistance as the indemnifying party may reasonably request, at the expense of the indemnifying party. Neither party will be responsible nor bound by any settlement of any claim or suit made without its prior written consent; provided that the indemnified party will not unreasonably withhold or delay such consent.

10.3. – Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SOFTWARE, SUPPORT AND MAINTENANCE AND ANY ADDITIONAL SERVICES ARE PROVIDED "AS IS," AND REBACA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND,



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INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. REBACA 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 REBACA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, REBACA MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY SOFTWARE OR ANY CONTENT THEREIN OR ANY RESULTS 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 WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (D) ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

11 – LIMITATION OF LIABILITY

Except for liabilities, losses, damages, costs or expenses related to each Party's obligations of Confidentiality, Intellectual Property, and Indemnification of third-party claims, and except in the case of such Party's gross negligence or willful misconduct, in no event shall either Party be liable to the other for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement even if it has been advised of their possible existence. The Parties agree that total liability under this Agreement for each Party shall be limited to the amount paid or payable to Rebaca by Licensee during the twelve (12) month period immediately preceding any such claim.

12 – 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.

13 – APPLICABLE LAW, LANGUAGE AND DISPUTE RESOLUTION

13.1. – Choice of Laws. The Parties agree that this Agreement shall be governed by the applicable laws of the State of New York, United States, without respect to the choice of laws provisions contained therein.

13.1. – Dispute Resolution. In the event a dispute relating to this Agreement arises between the Parties, the Parties will use reasonable efforts to resolve the dispute through direct discussions for a period of thirty (30) days. If after discussion, the Parties are unable to reach a resolution, the dispute may be escalated to each Party's senior management. The senior management of each Party is committed to respond to any such dispute within five (5) business days. Both Parties' will work in good faith to promptly resolve the dispute. If the Parties cannot amicably resolve the dispute within thirty (30) days, either party may, but is not required to, refer the matter for arbitration proceedings, whether binding or non-binding. The Parties agree, that if a dispute is submitted for arbitration, it shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in New York, New York and shall be conducted in English. There shall be three (3) arbitrators. Rebaca will select one arbitrator, and Licensee will select one arbitrator. The presiding arbitrator will be selected by agreement of Rebaca and Licensee. Each Party shall pay the cost of the arbitrator it selects and both Parties shall share the cost of the third arbitrator.

14 – NOTICES



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Any notice, report or other written communication required or permitted to be made or given hereunder may be made or given by either Party to the other by: (i) personal in hand delivery; (ii) by electronic mail ("email"); (iii) by first class mail, postage prepaid; or (iv) by air courier to the following:

For Rebaca:

Rebaca Technologies Inc
5201 Great America Pkwy Suite 320,
Santa Clara, CA – 95054
Attn: Samir Chatterjee, President

Email: samir@rebaca.com

For Licensee:

Refer to ABot Software License Agreement

15 – MISCELLANEOUS

15.1. – Assignment. The rights, benefits and duties of this Agreement may not be assigned, transferred or delegated to others without the express written consent of the other Party.

15.2. – Integration. The terms and conditions contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior communications or understandings between the Parties with respect to this subject. No agreement or understanding varying or extending this Agreement will be binding, unless in a writing in which this Agreement is specifically referenced and signed by duly authorized officers or representatives of Rebaca and Licensee.

15.3. – Severability. If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, this finding shall not affect the other terms or conditions hereof or the whole of this Agreement, but such term or condition shall be deemed modified to the extent necessary in the court's opinion to render such term or condition enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth herein.

15.3. – No Waiver. A waiver by either Party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition in any other instance, or a waiver of any other term or condition hereof.

15.4. – Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement will become binding when any one or more counterparts hereof, individually or taken together, bear the signatures of both Parties. For the purposes hereof, an electronic copy of this Agreement, including signed signature pages hereto, shall be deemed an original.

15.5. – Headings. All headings are for convenience only and shall not affect the meaning of any provision of this Agreement. Wherever the word "including" or "include" shall appear in this Agreement, such term shall be construed to mean "including without limitation" or "include without limitation," as the case may be.