

SMART SOFTWARE TESTING SOLUTIONS, INC. TERMS OF SERVICE

END USER LICENSE AGREEMENT

Effective [] 2024

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your", "Subscriber" refers to "....." having its principal office at "Smart Software Testing Solutions Inc. US." , "Pcloudy.com", "Pcloudy", "The Company", "Ourselves", "We" and "Us", refers to Smart Software Testing Solutions Inc. having its principal place of business at 11750 Dublin Blvd, Suite 200, Dublin CA 94568 . "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. "Services" means those services specified in an order or quote document between the parties ("Order"). An Order and these Terms and Conditions are together the "Agreement." All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing applicable law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Services

This End User License Agreement ("Agreement") is entered into by and between **Pcloudy** ("Licensor") and("Licensee") regarding the use of Pcloudy's On-Premise Device Cloud setup for Proof of Concepts (POCs) and demonstration

purposes. By using the On-Premise Device Cloud, Licensee agrees to the terms outlined in this Agreement. The Company will perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

The Services will be performed safely by the Licensor and the Licensee shall take all necessary precautions to ensure that the Services are performed without risk to persons or property and the Licensor shall provide and bear the cost of all insurances necessary to indemnify and hold harmless in respect of any negligence or act or omission on the part Licensee, Licensee's employees, subcontractors or agents

The Services may be used by personnel of Client and/or its current and future Affiliates subject to any usage restrictions set forth in this Agreement and an Order. "Affiliates" means with respect to a Party, any person or entity that controls, is controlled by, or is under common control with such Party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities or to rights by any other means to elect or appoint directors or persons who collectively may exercise such control or through indirect ownership of all of the issued equity share capital

1. License Grant

Licensor grants Licensee a non-exclusive, non-transferable, revocable license to access and use the On-Premise Device Cloud provided by Pcloudy solely for the purpose of Proof of Concept (POC) and Demo activities within Capgemini's internal environment.

2. License Scope

- The license granted under this Agreement is limited to usage for testing, validation, and demonstration purposes related to evaluating PCloudy's capabilities within Capgemini's client engagements.

- The On-Premise Device Cloud setup may not be used for production environments, commercial resale, or any other purposes outside of POCs or Demos without express written permission from Licensor.

3. Usage Restrictions

Licensee agrees that they will not:

- Modify, copy, or distribute any component of Pcloudy's On-Premise Device Cloud solution.
- Reverse engineer, disassemble, or decompile the software or hardware associated with the On-Premise Device Cloud.
- Allow access to the On-Premise Device Cloud by any third party outside of Capgemini without prior consent from Licensor.
- Use the system for any illegal or unauthorized purposes.

4. Intellectual Property Rights

The On-Premise Device Cloud and all associated intellectual property, including but not limited to software, devices, and documentation, are owned by Licensor.

Licensee acknowledges that they are being provided with limited rights to use these assets as described in this Agreement and that no ownership rights are being transferred.

5. Term and Termination

- This Agreement is valid for the duration of the **POC/Demo period**, starting on [Start Date] and ending on [End Date], unless otherwise extended by mutual agreement.
- Licensor may terminate this Agreement immediately if Licensee breaches any terms herein.
- Upon termination, Licensee agrees to cease all use of the On-Premise Device Cloud and return or destroy any related materials provided by Licensor.

6. Confidentiality

Licensee agrees to maintain the confidentiality of all proprietary and confidential information provided by Licensor in relation to the On-Premise Device Cloud. Such information shall not be disclosed to any third parties without the prior written consent of Licensor.

7. Warranty and Disclaimer

- The On-Premise Device Cloud is provided on an "as-is" basis without any warranties, either express or implied. Licensor makes no guarantees regarding the performance or reliability of the setup during the POC/Demo.
- Licensor disclaims any liability for damages or losses resulting from the use or inability to use the On-Premise Device Cloud.

8. Limitation of Liability

In no event shall Licensor be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of the On-Premise Device Cloud.

9. Indemnification

Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any claims, liabilities, damages, or costs arising from Licensee's use of the On-Premise Device Cloud or any breach of this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of USA, without regard to its conflict of law provisions.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the use of the On-Premise Device Cloud for POCs and Demos and supersedes any prior agreements, written or oral, relating to its subject matter.

12. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. In case(s) of specific offence(s) for unauthorized

actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the provision that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Except as required by law Client and Company shall procure that all confidential information disclosed by either of them to the other to complete the Order or which may at any time until such completion come into either Client's or Company's knowledge possession or control shall not be used for any purposes other than those required or permitted by the Order and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of the Order and then only under appropriate confidentiality provisions approved by the disclosing party. For the purposes of the Order information relating to the business, products, or solutions of Client, information relating to Client's customers, Client's business processes and Client's customer and supplier lists are hereby deemed to be confidential information. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either Client or Company. Upon termination of the Order, the Company shall immediately return to Client or delete as requested all disclosed confidential information together with all copies thereof.

Company shall not disclose the Order or Company's relationship with the Client to any third party or refer to the Order in any way in any public announcement, press release, advertisement or other form of public statement.

Upon termination of the Order, the Company shall immediately return to Client or delete as requested all disclosed confidential information together with all copies thereof.

The Client retains all intellectual property rights in any all materials, software, equipment, tools, drawings, specifications and data supplied by the Client to the Company (“Client Materials”) and the Company has only a limited license to use such Client Materials solely for the provision of the applicable Order. The Company shall in safe custody at its own risk, maintain the Client Materials in good condition until returned to Client, and shall not dispose or use the Client Materials other than in accordance with the Client's written instructions or authorization.

Appropriate use of Devices and Services

You understand that you are responsible for your own conduct and any content that you create, transmit or display while using Pcloudy.com services and for any consequences thereof.

You shall not:

- (i) use any device or service for any purpose that we (acting reasonably) believe is abusive, nuisance, illegal or fraudulent
- (ii) intentionally do anything that causes the device(s) or service(s) to be impaired or damaged
- (iii) call any emergency service(s), our services are intended for testing purpose and are not suitable for making calls to emergency service(s)
- (iv) client or client associates should not share logins and/or passwords under any circumstance each and every user needs to have a separate account with us
- (v) we never ask for password details through any means of communication, client or client associates should never share their password with anyone under any circumstance.

Warranties and Indemnity

Company warrants that the Services will comply with the specifications and documentation applicable to the Services. In the event of breach of this warranty, the Company shall take all necessary steps to cure the deficiencies as soon as practicable within a reasonable time period.

Company shall indemnify and hold harmless against all claims, costs, losses, damages, demands and expenses whatsoever and whether arising in contract, tort or otherwise from any infringement or alleged infringement of any copyright, patent, utility model, trade mark, registered design (and any application for registration of any of those things) or other proprietary right by use of the Services provided that where such are supplied to a specification or design of DBS .this indemnity shall not apply to the extent that the infringement or alleged infringement arises from adherence to such specification or design.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an “as is” basis. To the fullest extent permitted by law, the Company: excludes all representations and warranties relating to this Services or which is or may be provided by any affiliates or any other third party, except as expressly set forth in this Agreement. Each party’s aggregate liability arising out of or in connection with this Agreement shall be limited to the fees paid hereunder. Each Party excludes all liability for loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), loss of opportunity or any other indirect, consequential and incidental damages. The above exclusions and limitations apply only to the extent permitted by applicable law and do not apply to any breach of confidentiality by a party. None of your statutory rights as a consumer are affected.

Termination of Agreements and Refunds Policy

Both the Client and Company have the right to terminate any Services Agreement in the event of a material breach by the other party that is not rectified within thirty (30) days of written notice of such breach. Client may terminate the Services Agreement at any time for convenience provided that no refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes,

underway. Any fee that have been paid to Company which constitute payment in respect of the provision of unused Services, shall be refunded. This Agreement will terminate on expiry of the applicable Order.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark of this Company in the US and other countries. The brand names and specific services of this Company featured on this web site are trade marked.

Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Contact Us link on our website or via Company literature or via the Company's stated telephone or mobile telephone numbers. This company is registered as Private Limited Company in the US.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and

shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

Logo Usage

The Parties shall not at any time make or cause to be made public, whether written or oral, to the media or any other third party, in relation to the business relationship under discussion, its subject matter, either Party's part therein or any discussion relating thereto, unless the other gives its prior written consent. We will not use Customer's name and logo on our website and in marketing materials or as part of a general list of customers.

General

The laws of New York, USA govern these terms and conditions. By accessing and using our Services you consent to these terms and conditions and to the exclusive jurisdiction of the New York City courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

Notification of Changes

No variations to an Order or this Agreement shall be binding unless agreed in writing between the Parties.

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key

pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read our privacy statement on a regular basis . Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

Accepted and agreed to by the authorized representative of each party:

Client

Signature: _____

Name: _____

Title: _____

Date: _____

Smart Software Testing Solutions Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

