

AWS

Find the product EULA for AWS below

IMPORTANT: USE OF THE LOGIQ SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE THE SOFTWARE.

This END USER LICENSE Agreement (the “Agreement”) is made effective by and among end-customer (“Customer”), and Logiq.ai Inc. with a place of business at 2216 Emerald Hills Cir, San Jose, CA

The parties agree as follows:

1. DEFINITIONS

1.1. “*Intellectual Property Rights*” means worldwide common law and statutory rights associated with (i) patents and patent applications; (ii) works of authorship, including copyrights, copyright applications, copyright registrations and “moral” rights; (iii) the protection of trade and industrial secrets and confidential information; (iv) other proprietary rights relating to intangible intellectual property (specifically excluding trademarks, tradenames and service marks); (v) analogous rights to those set forth above; and (vi) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

1.2. “AWS” means Amazon Web Services. (<https://aws.amazon.com>)

1.3. “*Software*” means the LOGIQ.ai software, LOGIQ Log Analytics via AWS to Customer including all Updates related thereto.

1.4. “*Update*” means a release of the Software containing substantially only Error Corrections, minor new features, functionality and/or performance enhancements.

1.5. “*Customer*” is a user who subscribes to Logiq.ai Software using AWS.

1.6. “*Customer data*” is all data created by Customer using the Software and/or stored on AWS machines operating the Software.

2. OWNERSHIP AND PROPRIETARY NOTICES

2.1. *Ownership.* The Software and associated elements are licensed, not sold – they remain property of LOGIQ.ai Inc.

2.2. *Notices.* The parties will not remove, alter, or obscure any copyright or intellectual property notice on the intellectual property of the other party.

2.3. *Customer data.* Customer data is property of Customer and cannot be accessed by Logiq.ai Inc. unless access rights are granted by Customer.

3. PAYMENTS AND ACCOUNTING

3.1. *Fees.* Customer shall pay Logiq.ai Inc. the fees set in accordance with the conditions published on the AWS Marketplace. Customer may use multiple instances of the Software paying for each instance separately.

3.2. *Taxes.* The Customer shall pay VAT, howsoever designated, to the extent attributable to this Agreement or to any part, service or material furnished hereunder.

3.3. *Refunds.* The customer may terminate the AWS instances at anytime to stop incurring charges. Annual subscription cancellations or downgrades are not supported.

4. MAINTENANCE AND SUPPORT SERVICES

4.1. *Updates.* Logiq.ai Inc. shall provide to Customer the Updates as they become available without additional charges.

4.2. *Support.* Support is offered to Customer via Email and serves the purpose of resolving product defects. At Logiq.ai Inc. discretion, initial installation support for a Customer may be offered at extra charges. Please contact sales@logiq.ai for further details.

5. LICENSE GRANTS AND RESTRICTIONS

5.1. *Grants.* Logiq.ai Inc. grants to Customer a limited, non-exclusive, non-transferable license under Logiq.ai Inc. Intellectual Property Rights to the Software. This agreement enables Customer to use the LOGIQ log analytics solution in the AWS environment so as to provide service offerings directly and indirectly to Customer's subscribers, customers and clients.

5.2. *Term and Termination.* The license is granted for the duration of AWS subscription to the Licensed Software.

5.3. *Limitations on Use.* Customer may not attempt to modify, reverse engineer or disassemble, distribute, sublicense or transfer the Software out of the licensed AWS environment.

5.4 *Open Source Components.* The Software incorporates numerous open-source components made available by third parties under their own license terms. The respective licenses apply to these components. A list of the components and their respective license terms is available in Software documentation.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

6.1. *Warranty disclaimer.* THE SOFTWARE IS PROVIDED AS IS. IN NO EVENT DOES Logiq.ai Inc. WARRANT THAT THE SOFTWARE IS ERROR FREE. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.

6.2. *Liability limitation.* EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.4, IN NO EVENT WILL COMPANY OR ANY OF ITS LICENSORS, SERVICE COMPANY'S, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6.3 CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.4, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED ONE TIMES (1X) THE AGGREGATE AMOUNT OF REVENUES PAID OR TO BE PAID BY CUSTOMER TO COMPANY FOR SERVICES PROVIDED UNDER THIS AGREEMENT IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY. CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS. THE PARTIES AGREE THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6.4 Exceptions. THE EXCLUSIONS AND LIMITATIONS IN SECTION 6.2 AND SECTION 6.3 DO NOT APPLY TO ANY LIABILITY FOR COMPANY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

6.5. *Data ownership.* ALL CUSTOMER DATA REMAINS CUSTOMER'S, AND SHALL BE MAINTAINED BY CUSTOMER. IN NO EVENT SHALL Logiq.ai Inc. BE LIABLE FOR LOSS OF CUSTOMER DATA.

7. MISCELLANEOUS

7.1. *Severability.* In the event that any part of this Agreement is found to be unenforceable, the remainder shall continue in effect, to the extent permissible by law and consistent with the intent of the parties.

7.2. *Relationship of the Parties.* No employees, consultants, contractors or agents of one party shall, as a result of this Agreement, be considered agents, employees, partners, franchisees or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation. They will not represent to the contrary, either expressly or implicitly.

7.3. *Choice of Law: Jurisdiction and Venue.* This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware without giving effect to its conflicts of law rules. Each of the Parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County in the State of California.

7.4. *Assignment.* Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, without the prior written consent of the other party, except in the event of a merger, acquisition or sale of all or substantially all of its assets, except that neither party may assign or transfer this agreement to a direct competitor of the other party.