

# END-USER LICENSE AGREEMENT

---

This License Agreement is made and entered into by and between NewNet Communication Technologies LLC, a limited liability company registered in the State of Delaware, United States of America, including its Affiliates (herein collectively referred to as "NewNet") and you as, or on behalf of, Licensee (as defined below). This Agreement governs Licensee's access to the STC (Secure Transaction Cloud) Image and use of the Licensee Instance (as these terms are defined below). Each of NewNet and Licensee is a "Party" to this Agreement and together they are indicated as the "Parties".

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using NewNet's Secure Transaction Cloud(STC) Payment Acquiring Solution/NFV(Network Function Virtualization) Image.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

## LICENSE

NewNet grants Licensee a revocable, non-exclusive, non-sub licensable, non-transferable, limited license to download, install, configure the STC Image on a single Licensee Instance and use the Application solely for the business use of Licensee, use the data resulting from, and Documentation for, a Permitted use strictly in accordance with the terms of this Agreement.

The Purchaser is hereby granted a non-transferable and non-exclusive license to use NewNet Software exclusively on the NewNet Products for which the NewNet Software is supplied. The license does not extend any rights to the Purchaser in respect of the source code of the NewNet Software and is without prejudice to any license fees provided for in the Agreement

## OWNERSHIPS AND LICENSE RESTRICTIONS

### Ownership

NewNet exclusively owns and reserves all right, title, and interest in and to the Secure Transaction Cloud Technology and the STC Image, which is licensed, not sold, to Licensee.

### License Restrictions

a. NewNet Software does not include and these License Terms do not apply to software in respect of equipment that NewNet purchases from third parties and delivers to the Purchaser in connection with or as part of the delivery of NewNet Products, provided that NewNet separately informs the Purchaser of such licenses and of the terms and conditions applicable thereto. In the event and to the extent that NewNet does not so separately inform the Purchaser, these Software license terms shall also apply to software in respect of third party equipment.

b. In the absence of a specification in the Agreement of the applications or the number of network elements that the license is granted for, the license shall be strictly limited to applications and number of network elements (NewNet Products) for which the NewNet Software is initially delivered.

c. The Purchaser may use the STC Image only for its own internal business operations. The Purchaser may not use the STC Image or any by NewNet supplied third party software with freely available software of any kind. The Purchaser will not permit any other person to use the STC Image, except such use as is necessarily afforded to subscribers of the network system of which the NewNet Products forms a part. The Purchaser will not rent the STC Image or make it available on a time-sharing basis. The Purchaser may make a reasonable number of back-up copies of each user loadable program and any related update or revision in order to replace an authorised existing copy. The Purchaser will reproduce all confidentiality and proprietary notices on each of these copies. Except to the extent permitted by applicable mandatory law, the Purchaser may not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the STC Image. The Purchaser may not disable or evade any security or encryption mechanisms used by or in the STC Image or the Licensee Instance.

d. Title to the STC Image and all patents, copyrights, design rights, trade secrets and other proprietary rights in or related to the STC Image are and will remain the exclusive property of NewNet and its licensors, whether or not specifically recognized or perfected under the laws of the country where the STC Image is located. The Purchaser will not take any action that jeopardizes such proprietary rights or acquire any right in the STC Image, except the limited use rights specified in the License Terms. NewNet (and its licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the STC Image, including any improvement or development thereof.

## ACCESS TO THE STC IMAGE, USE OF THE LICENSEE INSTANCE, & SUPPORT

Licensee must have a valid account and an e-mail address to access the STC Image and exercise its License rights.

### Support to Licensee

If Licensee has fully paid for support (as applicable) during the License Term, NewNet will provide support to Licensee (but not to End Users or Managed Users) in accordance with NewNet's standard support terms then in effect.

### Changes

NewNet may make changes to the terms of this Agreement on a timely basis. Substantial changes to existing terms will become effective 30 days after they are posted on the NewNet website or notified in writing to Licensee, including by email. If Licensee does not agree to the changed or revised terms, it must stop using Licensee Instance. By continuing to access the STC Image and/or use the Licensed Instance after the effective date of any change to this Agreement, Licensee agrees to be bound by the changed terms. Licensee is responsible to check the NewNet website regularly for changes.

## PAYMENT TERMS

Pricing charges applicable to Licensee's rights to exercise the License and receive support services (a) are described in the applicable price quotation provided by NewNet to Licensee, (b) will be calculated and charged periodically by NewNet and (c) will be paid by Licensee directly to NewNet.

### Pricing Terms

All payments are due on purchase and the payment should be made on purchase in full, upon which the application will be permitted to be used.

## Taxes

All fees and charges payable by Licensee are exclusive of applicable taxes and duties, including VAT and applicable sales tax. To apply any exemption from any sales, use, or similar transaction tax Licensee is legally entitled to, Licensee must provide to NewNet a legally-sufficient tax exemption certificates for each taxing jurisdiction. Licensee must notify NewNet of any deduction or withholding that is required by law and pay to NewNet any additional amounts necessary to ensure that the net amount that is received, after any deduction and withholding, equals the amount that would have been received if no deduction or withholding had been required. Additionally, Licensee will provide to NewNet with documentation evidencing that the withheld and deducted amounts have been paid to the relevant taxing authority.

# LIMITED WARRANTY AND DISCLAIMER

## Limited Warranty

NewNet warrants that the software will substantially conform for a period of ninety (90) days from the date on which the STC Image first be accessible to the Licensee, provided the STC Image (a) installed by Licensee with an original and un modified copy of the most updated version of the STC Image, as made available by NewNet; (b) is properly configured and managed by Licensee; and used by Licensee as per the guidelines specified in the Documentation and in compliance with this Agreement.

## Exclusive Remedy

The lone exclusive obligation of NewNet and Licensee's will be to repair or replace or cause the refund of the license fees paid for the non-conforming Software, and as per NewNet's determination and confirmation of such non-conformance. This remedy is conditioned on the Licensee reporting the non-conformance in writing to the Approved Source within the warranty period. Prior to repayment, the Licensee must permanently stop the use of any Licensee Image and uninstall STC Image from any Licensee Instance

## DISCLAIMER

Except for the limited warranty as stated above, NewNet makes no other implied or statutory depictions, guarantees or warranties of any kind with regard to the secure transaction technology. The STC image and the accompanying documentation are otherwise provided "as is" without any warranty including, without limitation, the warranties of merchantability, fitness for a particular purpose, design, condition, capacity, performance, and non-infringement. NewNet does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, NewNet does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

The licensee is solely responsible for securing and backing up licensee information.

# LIMITATIONS AND EXCLUSIONS OF LIABILITY

In no event will NewNet or its licensors be liable for the following: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings.

NewNet will not be responsible for any compensation, reimbursement, or damages arising in connection with: (a) licensee's inability to use the secure transaction technology; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by licensee in connection with this agreement or licensee's exercise of the license; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of licensee information or other data.

Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

## UPGRADES AND ADDITIONAL COPIES OF SOFTWARE

The Purchaser is not permitted to Use Upgrades unless at the time of acquiring such Upgrade:

a. Already hold a valid license to the original version of the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and

b. Limit the Use of Upgrades

## TERM AND TERMINATION

This Agreement shall remain in effect until terminated by the Purchaser or NewNet.

NewNet may immediately suspend its performance of or terminate the Agreement by notice to the Purchaser if: (a) the Purchaser materially breaches any term of the Agreement (which includes, without limit, the failure to pay any money when due) and fails to remedy that breach within 14 Business Days of receipt of the notice requesting the Purchaser to do so; or (b) the Purchaser: (i) stops or suspends or threatens to stop or suspend, payment of all or any class of its debts; or (ii) is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts as and when they fall due; or (iii) takes or has properly and validly instituted against it any order, action or proceeding for its winding up or dissolution or resolves to wind itself up or otherwise dissolve itself; or (c) enters into an arrangement, compromise or composition with or assignment for the benefit of any of its creditors; or (d) has an administrator, controller, receiver, receiver and manager, liquidator, provisional liquidator or similar officer appointed over any of its assets; or (e) being an individual, dies or commits an act of bankruptcy or makes a compromise or composition with or assignment of the Purchaser's property in favour of creditors.

If NewNet suspends or terminates the Agreement under clause 'a' mentioned above, payment for all Products and Services provided by NewNet up to the date of such suspension or termination shall immediately become due and payable, despite any credit arrangements or facilities previously granted to the Purchaser. NewNet may also retain any security given or monies paid by the Purchaser and apply this against the assessed loss and damages incurred by NewNet in performance of the Agreement. 1

Any action taken by NewNet under this clause shall not invalidate the Agreement or prejudice any of the rights, powers and remedies of NewNet, whether under the Agreement or otherwise.

Any termination of the Agreement (howsoever occasioned) is without prejudice to any other rights or remedies a party may be entitled to hereunder and will not affect any accrued rights or liabilities of either party.