

BlueArch.io Group End User License Agreement

NOTICE

Please read this End User License agreement ("AGREEMENT") carefully before proceeding. This agreement is a legal agreement between you ("LICENSEE") and BlueArch.io Group (BlueArch) ("PROVIDER") and governs your use of BlueArch's Software made available through the AWS Marketplace. By installing, copying, or otherwise using BlueArch's Software, LICENSEE agrees to be bound by the terms of this agreement and acknowledges that the use of the AWS Marketplace services is subject to a separate agreement ("AWS Customer License Terms") between LICENSEE and Amazon Web Services. If you do not agree to the terms of this agreement, do not install, or use BlueArch's Software.

LICENSE GRANT

1.1 Software License. Subject to the terms and conditions of this Agreement, BlueArch hereby grants Licensee a non-exclusive, non-transferable, revocable license to use BlueArch's Software product(s) for Licensee's business use, during the period established with Licensee.

1.2 Scope of Use. Licensee may subscribe through AWS Marketplace, only on Licensee authorized AWS account to use BlueArch's Software solely for its intended purpose as described in the Software's documentation or accompanying materials.

1.3 Restrictions. Licensee shall not: (a) copy, reproduce, distribute, or create derivative works based on BlueArch's Software; (b) reverse engineer, decompile, or disassemble BlueArch's Software; (c) rent, lease, sublicense, or transfer BlueArch's Software to any third party; (d) remove or alter any proprietary notices, labels, or trademarks on BlueArch's Software; or (e) use BlueArch's Software in any manner that violates applicable laws or regulations.

OWNERSHIP

2.1 Ownership. Licensee acknowledges that BlueArch retains all right, title, and interest in and to the Software, including all intellectual property rights. This Agreement does not grant Licensee any ownership rights to BlueArch's Software.

TERM AND TERMINATION

3.1 Term. This Agreement is effective upon Licensee's acceptance of its terms and shall continue until terminated.

3.2 Termination. BlueArch may terminate this Agreement at any time if Licensee breaches any provision of this Agreement. Upon termination, Licensee shall cease all

use of BlueArch's Software and destroy all copies in its possession or control. Any use of BlueArch's Software after termination is unlawful.

SUPPORT AND UPDATES

4.1 Support. BlueArch will, at its discretion, provide limited technical support and maintenance services for BlueArch's Software as described in the documentation.

4.2 Updates. BlueArch may provide updates or upgrades to the Software. Licensee agrees to install and use such updates in a timely manner to ensure continued compatibility and functionality.

DISCLAIMER OF WARRANTY

5.1 No Warranty. TO THE MAXIMIM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT BLUEARCH'S SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED.

LIMITATION OF LIABILITY

6.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BLUEARCH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF BLUEARCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY

7.1 Indemnity. Licensee agrees to indemnify and not hold BlueArch responsible against costs, losses, liabilities, and expenses arising out of or related to Licensee's breach of this agreement or of the terms of Licensee's agreement with Amazon Web Services. BlueArch is not responsible for any service interruptions or other changes done by Amazon Web Services, and/or any other third-party.

BY INSTALLING OR USING THE SOFTWARE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.

