

END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT (“Agreement” or “EULA”) CAREFULLY BEFORE ACCESSING OR USING THE SOFTWARE. THIS AGREEMENT FORMS A LEGAL AGREEMENT BETWEEN WATERMELON SOFTWARE PTE. LTD. (“Company”) AND THE PERSON OR ENTITY ACCESSING OR USING THE SOFTWARE OR IDENTIFIED IN THE APPLICABLE ORDER FORM (“Subscriber”). THIS AGREEMENT GOVERNS SUBSCRIBER’S ACCESS TO AND USE OF THE COMPANY’S PROPRIETARY SOFTWARE KNOWN AS “WATERMELON,” INCLUDING RELATED SERVICES, DOCUMENTATION, AI COMPONENTS, OUTPUTS, AND SUBSCRIPTIONS.

BY INSTALLING, DOWNLOADING, OR USING THIS SOFTWARE AND THE SERVICES, YOU AGREE TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT INSTALL THE SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE, INSTALLING OR OTHERWISE USING SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS.

THE FOLLOWING TERMS GOVERN YOUR USE OF THE SOFTWARE UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT WITH THE COMPANY, IN WHICH CASE, THE WRITTEN AGREEMENT SHALL CONTROL AND TAKE PRECEDENCE OVER THESE TERMS.

1. DEFINITIONS

Capitalized terms used in this Agreement will have the meanings assigned below, unless otherwise defined in context. Except as otherwise provided in this Agreement, technical terms commonly used in the industry will be construed.

- a. **"Account(s)"** means an account generated for You to use the Subscription during the Subscription Term. For the avoidance of doubt, an Account is specific to You and the Subscriber, and under no circumstances may an Account be shared with any third-party.
- b. **"Affiliate(s)"** means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party. For purposes of this definition, “control” means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or equity interests of such entity, or the power to direct or cause the direction of its management and policies.
- c. **"Application(s)"** shall mean a uniquely identifiable entity within an organization's ecosystem that delivers a specific business functionality. It is a software solution designed to execute specific tasks or processes aligned with the organization's business objectives. An application can operate independently or integrate with other applications to collaboratively deliver more complex business journeys, such as end-to-end customer experiences, multi-department workflows, or cross-functional operations.

- d. "**Confidential Information**" means any non-public, proprietary or sensitive information that is disclosed or made available by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether after the Effective Date of this Agreement, that is designated as confidential or proprietary, or that the Receiving Party should reasonably understand to be confidential or proprietary given the nature of the information and the circumstances of disclosure, including (i) for Subscriber, all Content transmitted to or from, or stored on, the Software; (ii) for the Company, the Software, including Documentation; and (iii) for both the Parties, any information concerning the Disclosing Party and/or its Affiliates' products, pricing, business information, marketing strategies, financial affairs, employees, customers or suppliers, information concerning marketing plans, research and development efforts, inventions, trade secrets, requirements, software (including software provided by third parties), equipment, technology, computing environment, physical and network security, names and other identifying information relating to Subscriber's and its employees, suppliers, clients or customers (including names and other information related to clients), personal information, price lists, pricing policies, financial information, business methods, processes and procedures, ideas, concepts, techniques, and any other information and data. Other than Content or personal information, Confidential Information does not include any particular information of the Disclosing Party that the Receiving Party can demonstrate: (i) was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (ii) was or has become generally available to the public other than as a result of disclosure by the Receiving Party or its agents; (iii) after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party's knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; or (iv) was independently developed by the Receiving Party without use of or reference to any of the Disclosing Party's Confidential information.
- e. "**Documentation**" shall mean all and any accompanying documents, content, data, user guides, online help, release notes, training materials, provided by the Company to the Subscriber along with the Software that describes or supports the use of the Software to enable the Permitted Users to use and understand the operations of the Software, including technical documentation, if any.
- f. "**Intellectual Property Rights**" means rights of ownership of any kind of intellectual property, including copyrights, patents, trademarks, service marks, trade secrets, rule sets, and all other intellectual property and all rights therein, and the right to apply for, register, obtain, hold, extend, and renew any of the foregoing.

- g. **"Content"** means all data and materials provided to and uploaded by You to the Software for use in connection with the Subscription, from time to time.
- h. **"Permitted Users/You/Your"** means Subscriber's employees, officers, directors, and such contractors, consultants, agents, Affiliates, implementation partners, system integrators, outsourced quality assurance personnel, or other natural persons who are authorized by Subscriber to access and use the Software solely for Subscriber's internal business purposes and in accordance with this Agreement and the applicable Order Form. Subscriber shall be responsible and liable for all acts and omissions of its Permitted Users as if such acts or omissions were those of Subscriber.
- i. **"Purpose"** means Subscriber's internal business use of the Software for test automation, software quality assurance, test case generation, test execution, workflow automation, reporting, and related activities, subject to the scope, limits, and restrictions set forth in this Agreement and the applicable Order Form.
- j. **"Software"** shall mean a proprietary software of the Company known as "Watermelon", and enhancements, if any.
- k. **"Subscription"** shall mean a license to use the Software as offered by Company and as is made available for Your use for the Purpose.
- l. **"SaaS"** means the hosted software-as-a-service offering through which the Company makes the Software available to Subscriber on a subscription basis.
- m. **"Subscription Term"** will mean the term as agreed in the SaaS during which the Subscriber has availed the Subscription to the Software.
- n. **"Territory"** shall mean territory as agreed by the Parties.

2. GRANT OF SUBSCRIPTION AND RESTRICTIONS

a. Grant of Subscription:

Subject to Subscriber's and its Permitted Users' compliance with this Agreement, the applicable Order Form, and all limitations and restrictions set forth herein, the Company grants Subscriber a limited, fixed-term, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Software during the Subscription Term solely for the Purpose and within the usage

limits, territory, application scope, environments, and other parameters set out in the applicable Order Form. No rights are granted other than those expressly set forth in this Agreement.

b. Restrictions:

You shall not, directly or indirectly:

(i) sell, transfer, assign, alter, distribute rent, lease, distribute, or sublicense the Subscription under this Agreement, whether voluntarily or by operation of law, to any third party, directly or indirectly, and any such attempts shall be void;

(ii) modify, amend, reproduce, republish, decompile, decrypt, disassemble, reverse engineer, create derivative works of or otherwise reduce to human readable form the Software, translate into any language or computer language, re-transmit in any form or by any means, resell or re-distribute the Subscription without the prior written consent of the Company; gain access to trade secrets or confidential information in the Software; circumvent any copy-protection or license enforcement; or attempt to do any of the foregoing, except to the extent expressly permitted by applicable law;

(iii) combine, commingle, incorporate, link, or integrate the Software, or any portion of the Software, with any open-source software, third-party software, code, libraries, tools, or other materials in a manner that would require the Software or any Company Intellectual Property Rights to be disclosed, licensed, distributed, made available in source-code form, or otherwise subject to any open-source, copyleft, or third-party license obligations. For clarity, Subscriber may use the Software with third-party applications, test environments, CI/CD tools, repositories, browsers, defect tracking systems, and other tools through APIs, connectors, integrations, or interfaces made available or approved by the Company, subject to this Agreement and the applicable Order Form.

(iv) use the Subscription in any manner directly or indirectly to provide outsourcing, service bureau, time-sharing, managed services, benchmarking, competitive analysis, or other services to third parties, or disclose any results of benchmarking, performance testing, security testing, product comparisons, or evaluations of the Software to any third party, in each case without the Company's prior written consent. Notwithstanding the foregoing, Subscriber may conduct internal evaluation, performance testing, security review, and acceptance testing solely for Subscriber's internal procurement, compliance, security, and operational purposes, provided that the results are not externally disclosed and are not used to develop, train, benchmark, or improve any competing product or service.

(v) provide access to third parties other than Permitted Users without prior written consent of the Company; Subscriber may permit its Affiliates, contractors, consultants, implementation partners, system integrators, and outsourced service providers to access and use the Software solely on behalf of Subscriber and solely for Subscriber's internal business purposes, provided that: (a) such users are bound by confidentiality, security, and use restrictions no less protective than those in this Agreement; (b) such access does not exceed applicable usage limits; (c) Subscriber remains

responsible and liable for all acts and omissions of such users; and (d) such users shall not use the Software for their own benefit or for the benefit of any third party.

(vi) remove from the Software (or fail to include in any copy) any readme files, notices, headers, disclaimers, marks, or labels;

(vii) use or allow use of the Subscription for any purpose other than the purpose specified in the Agreement, in violation of any applicable law or regulation, or to support or facilitate any illegal activity;

(viii) upload, transmit, or otherwise make available in connection with the Subscription any unsolicited or unauthorized advertising or promotional materials, which by way of illustration but not limitation includes "junk mail," "spam", "chain letters," and "pyramid schemes";

(ix) upload, transmit, or otherwise make available in connection with the Subscription any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

(x) upload, transmit, or otherwise make available in connection with the Subscription any content that the Subscriber does not have a right to make available under all applicable laws, or contractual or fiduciary relationships (which, by way of illustration but not limitation, includes inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

(xi) upload, transmit, or otherwise make available in connection with the Subscription any material that contains any virus, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, which by way of illustration but not limitation includes viruses, time bombs, trojan horses, and other malware;

(xii) violate (intentionally or unintentionally) any applicable local, state, national, or international laws or regulations in connection with the Subscription, including, but not limited to, those related to Intellectual Property Rights, privacy, or security; and

(xiii) access or use the Software, Documentation, AI Components, Outputs, or any related information to build, train, benchmark, evaluate, improve, or support any competing product, service, model, platform, or technology.

The Subscriber shall have no rights to the Software other than as specifically granted herein. All rights not specifically and unequivocally granted to the Subscriber, or its Permitted Users, are reserved by the Company.

3. SUBSCRIBER'S RESPONSIBILITIES

a. Compliance with Laws:

You shall comply with all applicable local, state, national, and foreign laws in connection with your use of the Subscription, including those laws related to data privacy, international

communications, and the transmission of technical or personal data. You acknowledge that the Company exercises no control over the content of the information transmitted by you through the Software. You shall not upload, post, reproduce, or distribute any information, software, or other material protected by copyright, privacy rights, or any other Intellectual Property Rights without first obtaining the permission of the owner of such rights.

b. Export Control and Sanctions:

Subscriber shall comply with all applicable export control, sanctions, anti-bribery, anti-corruption, and trade compliance laws and regulations. Subscriber shall not access, use, export, re-export, transfer, or make available the Software, Documentation, AI Components, Outputs, or any related technology in violation of applicable law, or to or for the benefit of any person, entity, territory, or country subject to applicable sanctions or trade restrictions.

c. Unauthorized Use; False Information:

You will: (i) notify the Company immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to the Company immediately and use reasonable efforts to stop any unauthorized use of the Subscription that is known or suspected by You, and (iii) not provide false identity information to gain access to the Software or use the Subscription.

d. System Requirements:

You acknowledge that, to access and use the Software, you may be required to use one or more compatible devices, internet services, and certain software, and may be required to obtain updates or upgrades to the Software from time to time. Because the access and use of the Subscription involve hardware, software, and internet access, your ability to access and use the Subscription may be affected by the performance of these factors.

e. Content:

You shall solely be responsible for all Content transmitted onto the Software, and for ensuring that the Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious or (iii) introduce any software viruses or other harmful or deleterious computer code, files, or programs, such as trojan horses, worms, time bombs, or cancelbots. Upon expiry or termination of the applicable Subscription, Subscriber may, for a period of thirty (30) days, export or request return of Subscriber Content in the format generally made available by the Company, unless otherwise stated in the applicable Order Form. After such period, the Company may delete or disable access to Subscriber Content in accordance with its standard data retention and deletion practices. The Company may retain copies of Subscriber Content to the extent required by

applicable law, legal process, audit requirements, backup and disaster recovery procedures, security obligations, or legitimate business records, provided that any retained Content remains subject to the confidentiality obligations in this Agreement. The Company shall have no obligation to retain Subscriber Content after expiry or termination except as expressly stated in this Agreement or the applicable Order Form.

f. Usage Verification:

The Company may monitor and verify Subscriber's use of the Software for billing, security, compliance, product administration, and enforcement purposes. Upon reasonable request, Subscriber shall provide information reasonably necessary to verify compliance with this Agreement and the applicable Order Form, including the number and identity of Permitted Users, applications, environments, and usage volumes. If any verification reveals underpayment, excess usage, unauthorized access, or other non-compliance, Subscriber shall promptly remedy such non-compliance and pay all applicable additional fees.

4. AI USAGE TERMS and CONDITIONS

a. AI Components

The Company utilizes artificial intelligence technologies, including but not limited to Large Language Models (LLMs), knowledge graphs, machine learning models, and autonomous agents (collectively, the "AI Components") to generate outputs such as test cases, recommendations, insights, and automation artifacts ("Outputs").

b. Nature of Outputs

The Subscriber acknowledges that Outputs generated by AI Components are probabilistic in nature and may contain errors, inaccuracies, or omissions. All Outputs are provided on an "as-is" and "as-available" basis without any guarantee of correctness or completeness.

c. Subscriber Responsibility for Verification

The Subscriber shall be solely responsible for reviewing, validating, and approving all Outputs prior to any use in business, operational, compliance, or production environments. The Subscriber agrees not to rely on any Output without independent verification and validation.

d. No Warranty

The Company disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to warranties of accuracy, reliability, merchantability, fitness for a particular purpose, and non-infringement, with respect to any Outputs generated by the AI Components.

e. AI Security and Governance

The Subscriber shall bear sole responsibility for the secure and compliant use of AI Components within its environment, including but not limited to:

- (a) implementation of appropriate security controls and governance frameworks;
- (b) prevention of unauthorized access, data leakage, or misuse;
- (c) ensuring that sensitive, confidential, or regulated data is not exposed without adequate safeguards; and
- (d) compliance with all applicable laws, regulations, and internal policies related to AI usage.

f. Regulatory and Compliance Responsibility

The Company does not represent, warrant, or guarantee that the AI Components or any Outputs comply with any regulatory, legal, or industry-specific standards. The Subscriber acknowledges that the Company assumes no responsibility for regulatory compliance. The Subscriber shall be solely responsible for ensuring that all use of the AI Components and Outputs meets applicable regulatory, legal, and compliance requirements, including conducting all necessary reviews, validations, audits, and approvals.

g. AI Documentation and Operational Controls

The Company may make available documentation, product information, usage guidance, security materials, and technical controls relating to the AI Components. Such materials are provided to assist Subscriber in its use, review, validation, and governance of the AI Components and Outputs, but do not constitute legal, regulatory, compliance, audit, or professional advice. Subscriber remains solely responsible for determining whether its use of the AI Components and Outputs is appropriate for its business, legal, regulatory, operational, and production environments.

h. Data Responsibility and Knowledge Graphs

To the extent Subscriber data is used in connection with AI Components, including for the creation or enhancement of knowledge graphs, the Subscriber represents and warrants that it has obtained all necessary rights, consents, and permissions to use such data. The Subscriber shall ensure that such data complies with all applicable legal and regulatory requirements.

i. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, data, or business opportunities, arising out of or in connection with the use of or reliance upon any AI Outputs.

j. Indemnification

The Subscriber agrees to indemnify, defend, and hold the Company, its affiliates, directors, officers, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable legal fees) arising from or related to:

- (a) the Subscriber's use or reliance on AI Outputs;
- (b) failure to verify or validate AI Outputs;
- (c) misuse or unauthorized use of AI Components;
- (d) violation of applicable laws, regulations, or third-party rights; or
- (e) failure to meet regulatory or compliance obligations.

k. Human-in-the-Loop Requirement

The Subscriber acknowledges and agrees that AI Components are intended to augment, and not replace, human judgment. The Subscriber shall ensure that a qualified human reviews and approves AI Outputs prior to their use in any critical or production context.

5. DISCLAIMER OF WARRANTIES

THE SOFTWARE AND DOCUMENTATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY HEREBY DISCLAIMS ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT LOSS OF DATA OR ARISING OTHERWISE IN LAW OR EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE COMPANY FURTHER DISCLAIMS WARRANTIES THAT THE SOFTWARE WILL MEET THE SUBSCRIBER'S OR PERMITTED USER'S REQUIREMENTS OR SPECIFICATIONS OR THE SOFTWARE WILL BE COMPATIBLE WITH SUBSCRIBER'S INFRASTRUCTURE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY BUGS OR ERRORS OR DEFECTS WOULD BE FIXED OR THE SOFTWARE WILL OPERATE IN COMBINATION WITH CONTENT OR SOFTWARE, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY THE COMPANY. THE COMPANY FURTHER DISCLAIMS ITS LIABILITY WITH RESPECT TO ANY DOWNTIMES OR NON-FUNCTIONALITIES OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS AND OPEN-SOURCE SOFTWARE WHICH IS INCORPORATED OR EMBEDDED IN THE SOFTWARE. ALL SPECIFICATIONS, DOCUMENTATION, INFORMATION, AND OTHER MATERIALS PROVIDED BY THE COMPANY TO THE SUBSCRIBER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING ANY STATUTORY WARRANTIES THAT MAY APPLY TO SUCH SPECIFICATIONS, DOCUMENTATION, INFORMATION OR MATERIALS. THE SUBSCRIBER ACKNOWLEDGES THAT THE COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER

PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

6. INTELLECTUAL PROPERTY RIGHTS

- a. Any and all ownership rights to the Software, Documentation, enhancements, and branding thereof, including Intellectual Property Rights therein, are the sole and exclusive property of the Company or its licensors, if any. This Agreement does not grant the Subscriber or any Permitted Users any rights, title, or interest in and to the Software, Documentation, enhancements, its contents, and branding thereof, except where expressly and unequivocally licensed herein. Any rights not expressly and unequivocally granted to You are reserved.
- b. Subscriber shall not use the Company's name, trademarks, service marks, logos, trade names, product names, screenshots, marketing materials, or other brand assets in any press release, advertisement, website, publication, presentation, customer list, social media post, or other public communication without the Company's prior written consent. Subscriber shall not make any public statement regarding the Software, including any benchmarking, comparison, review, endorsement, or criticism, in a manner that is misleading, disparaging, or likely to harm the Company's reputation or goodwill. The Company may identify Subscriber as a customer and use Subscriber's name and logo in customer lists, pitch materials, and marketing materials only if permitted in the applicable Order Form or with Subscriber's prior written consent.
- c. You acknowledge that the Company shall own the transactional, feedback, and performance data related to the use of the Software (collectively, "**Performance Data**"), which the Company may collect, use, and disclose for its business purposes (including, without limitation, Software optimization), provided that such use does not reveal the Subscriber's Confidential Information.
- d. You agree that you shall not assert, or authorize, assist, or encourage any third party to assert, against the Company or its licensors, any infringement or misappropriation of Intellectual Property Rights related claim regarding the Software, Documentation, or enhancements.

7. CONFIDENTIALITY

- a. Each Party agrees that all Confidential Information obtained by such Party, its directors, officers, and other employees, and any third parties with which it contracts, is and shall be considered confidential and proprietary to the Disclosing Party.
- b. The Receiving Party agrees that it shall use the Disclosing Party's Confidential Information solely in the performance of its obligations and shall not disclose the Disclosing Party's Confidential

Information to any person except that the Receiving Party may disclose such Confidential Information:

- i. to its employees, agents, subcontractors, representatives and service providers, and in the case of sub-licensor, its personnel and subcontractors, provided that such persons or Parties have a need to know the Disclosing Party's Confidential Information to perform their duties to the Receiving Party in connection with this Agreement, and further who are otherwise under a duty of confidentiality to the Receiving Party or have entered into a written agreement with the Receiving Party that contains confidentiality measures at least as stringent as those stated in this Agreement; and
 - ii. to governmental or regulatory authorities having jurisdiction over such party or as required by law. In the event that the Receiving Party receives a court order, discovery demand or subpoena requiring it to divulge the Disclosing Party's Confidential Information, it shall, unless prohibited, promptly notify the Disclosing Party of such requirement so that the Disclosing Party may seek a protective order.
- c. The Receiving Party shall protect the confidentiality and integrity of the Disclosing Party's Confidential Information using the same degree of care that it uses to protect its own similar information, but in no event less than reasonable care.
- d. Upon termination of this Agreement, or upon request of the Disclosing Party, the Receiving Party shall return the Disclosing Party's Confidential Information or destroy the same and certify its destruction in writing.
- e. In addition to any other rights the Disclosing Party may have under this Agreement or at law, since unauthorized use or disclosure of Confidential Information may result in immediate and irreparable injury to Disclosing Party for which monetary damages may not be adequate, in the event that the Receiving Party uses or discloses, or is likely to use or disclose, Confidential Information in breach of the Receiving Party's obligations under this Agreement, the Disclosing Party shall be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance. The confidentiality obligations under this Agreement shall survive for a period of five (5) years following termination or expiry of this Agreement; provided that confidentiality obligations with respect to trade secrets, source code, object code, AI Components, models, algorithms, product architecture, security information, non-public product roadmaps, pricing, business strategies, and other information that by its nature should remain confidential shall survive for so long as such information remains confidential or protected under applicable law.

- f. Subscriber acknowledges that any breach of the Company's Intellectual Property Rights, confidentiality rights, license restrictions, security restrictions, or use restrictions may cause irreparable harm for which monetary damages may be inadequate. The Company shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and other equitable remedies without the necessity of proving actual damages or posting bond, in addition to any other rights or remedies available at law or in equity.

8. DATA PROTECTION & SECURITY

Each party shall comply with applicable data protection, privacy, cybersecurity, and information security laws in connection with this Agreement. To the extent the Company processes personal data on behalf of Subscriber, such processing shall be governed by the Company's data processing agreement or other data protection terms agreed between the parties. Subscriber is responsible for ensuring that it has all rights, consents, notices, permissions, and lawful bases required to provide Content and personal data to the Company and to permit the Company to process such Content and personal data for the purposes of providing, securing, supporting, maintaining, and improving the Software. The Company shall implement commercially reasonable administrative, technical, and organizational measures designed to protect Content against unauthorized access, disclosure, alteration, or destruction. The Company may use subprocessors and third-party service providers to provide the Software, subject to appropriate contractual obligations. The Company shall notify Subscriber of confirmed security incidents affecting Subscriber Content without undue delay and in accordance with applicable law.

9. INDEMNITY

You agree to indemnify, keep indemnified, defend (at the Company's option) and hold harmless the Company, its Affiliates and its respective directors, officers, employees, representatives, from and against any and all claims and resulting losses, costs, liabilities, and expenses (including reasonable attorney's fees), arising as a result of or in connection with: (a) the your breach of or violation of applicable laws and regulations, (b) use of the Software other than as permitted under this Agreement; (c) any acts or omissions and negligence or misconduct; (d) a third party claim for infringement or misappropriation based upon the your combination or use of the Software with, services, or products developed by the Subscriber or third parties or any Content; (e) use of Software other than as permitted under this Agreement; (f) any breach of obligations, representations and warranties by You;. The provisions of this section shall survive the expiry or termination of this Agreement.

10. LIMITATION OF LIABILITY

THE COMPANY WILL NOT BE LIABLE UNDER OR FOR CONTRACT, NEGLIGENCE, LIABILITY (A) FOR LOSS OR INACCURACY OF DATA OR, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR TECHNOLOGY, (B) FOR ANY DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF OR INABILITY TO USE THE SOFTWARE AND/ OR SUBSCRIPTION. IN THE EVENT YOU ARE NOT SATISFIED WITH ANY TERMS OF THIS AGREEMENT OR THE SOFTWARE AND/OR THE SUBSCRIPTION, THE SOLE REMEDY AVAILABLE TO YOU WILL BE TO TERMINATE THIS AGREEMENT, WITHOUT ANY LIABILITY ON THE COMPANY. THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN. NO CLAIM AGAINST COMPANY MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE FACTS GIVING RISE TO SUCH CLAIM HAVE ARISEN.

11. TERM AND TERMINATION

- a. This Agreement will commence upon Your acceptance of the terms of this Agreement through or your access to the Software and the Subscription, whichever occurs earlier, and unless earlier terminated as provided in this section (Term and Termination), will continue until the earlier occurrence of any of the following events:
 - i. the end of the applicable Subscription Term.
 - ii. termination of your account by the Company; or
 - iii. this Agreement may be terminated by either party upon a material breach by the other party if such breach remains uncured for forty-five (45) days after written notice specifying the breach; provided that the Company may suspend access immediately and may terminate this Agreement or the applicable Order Form on shorter notice, or immediately where permitted by law, if Subscriber or any Permitted User: (a) fails to pay undisputed fees when due and does not cure such failure within fifteen (15) days after notice; (b) infringes, misappropriates, or threatens the Company's Intellectual Property Rights; (c) violates the restrictions in Section 2; (d) uses the Software for unlawful, harmful, fraudulent, abusive, or security-compromising purposes; (e) materially breaches confidentiality obligations; or (f) causes or is likely to cause harm to the Software, the Company, other customers, or any third party.
- b. Upon the termination of this Agreement, your access to the Software and the Subscription will immediately cease to exist.
- c. The following provisions shall survive termination or expiry of this Agreement: Sections 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, all payment obligations accrued prior to termination or expiry, all provisions relating to ownership, confidentiality, restrictions, indemnity, limitation of liability, dispute

resolution, governing law, notices, audit or usage verification, and any other provisions which by their nature are intended to survive.

- d. The Company may suspend Subscriber's or any Permitted User's access to the Software, in whole or in part, immediately upon notice if: (a) Subscriber fails to pay any undisputed amount when due; (b) Subscriber or any Permitted User breaches this Agreement or the applicable Order Form; (c) the Company reasonably believes that Subscriber's use of the Software poses a security, legal, operational, reputational, or regulatory risk to the Company, the Software, any customer, or any third party; (d) Subscriber exceeds applicable usage limits and fails to remedy such excess after notice; or (e) suspension is required by law, regulation, court order, governmental authority, or a third-party service provider. The Company shall use commercially reasonable efforts to limit the suspension to the affected portion of the Software and to restore access promptly after the cause of suspension is resolved.

12. GOVERNING LAWS AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to its conflict of laws principles. Any action arising out of or relating to this Agreement shall be litigated in, and only in, the exclusive jurisdiction of the courts of Singapore.

13. NOTICES

All notices, demands, or consents required or permitted under this Agreement will be in writing. Notice will be considered effective on the earlier of actual receipt or: (i) the day following transmission if sent by facsimile or email with PDF followed by written confirmation; (ii) one day (two days for international addresses) after posting when sent via an express commercial courier; or (iii) five days after posting when sent via post. Notice will be sent to the address for each party set forth on the first page of this Agreement, or at such other address as will be provided by either party to the other in writing.

14. GENERAL

- a. This Agreement, along with other policies referred to under this Agreement, constitutes the entire or sole legal agreement between You and Company and will govern the use of the Software and Subscription and will supersede and prevail over any prior agreements, whether oral or written, regarding the subject matter hereof.
- b. If any court of law, having the jurisdiction to decide on this matter, rules that any provision contained under this Agreement is invalid, then that provision will be removed from the

Agreement without affecting the rest of the Agreement. The remaining provisions of the Agreement will remain valid and enforceable.

- c. You may not assign this Agreement without the prior written consent of Company. Any unauthorized assignment of this Agreement is void. The Company will have the right to assign this Agreement to its Affiliates or any third parties at any time without notice to You.
- d. Except as otherwise expressly provided in this Agreement, any waivers and modifications to this Agreement must be in writing and signed by both parties. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity will be considered a waiver of such right or remedy. Notwithstanding the foregoing, the Company may update Documentation, acceptable use policies, security policies, support procedures, AI usage guidelines, technical requirements, and other operational policies from time to time, provided that such updates do not materially reduce Subscriber's rights or materially increase Subscriber's obligations during the then-current Subscription Term unless required by law, security, regulatory, or operational necessity.
- e. By registering your details with the Company, you agree that we may contact you with important information regarding the Software or Subscription.
- f. No agency, partnership, joint venture, or employment is created between you and the Company as a result of this Agreement, and you do not have any authority of any kind to bind the Company in any respect whatsoever.
- g. The Company may make the Software, features, AI Components, modules, integrations, sandbox environments, pilots, beta features, proof-of-concept access, free trials, or evaluation subscriptions available to the Subscriber from time to time. Unless otherwise stated in an Order Form, such access is provided solely for internal evaluation and non-production use, may be modified or discontinued at any time, is provided without any warranty, indemnity, service level commitment, support commitment, or liability of any kind to the maximum extent permitted by law, and may be subject to additional limits or conditions specified by the Company. Subscriber shall not use trial, beta, pilot, proof-of-concept, or evaluation access for production, critical, regulated, or commercial operations without the Company's prior written approval.
- h. The Company may remove, disable, quarantine, restrict, or block any Content, account, integration, connection, workflow, automation, or activity if the Company reasonably believes that it: (a) violates this Agreement or applicable law; (b) infringes or misappropriates third-party rights; (c) contains malware or harmful code; (d) creates a security, operational, legal, regulatory, or reputational risk; (e) may disrupt, degrade, or compromise the Software or any third-party

system; or (f) may expose the Company, Subscriber, another customer, or any third party to liability. Where practicable, the Company will provide notice and an opportunity to remedy, but may act without prior notice when necessary to protect the Software, customers, third parties, or the Company.

15. SERVICE LEVEL AGREEMENT

The support and maintenance commitments set forth in this Section are service and support targets only and do not constitute warranties, guarantees, service credits, or representations that any issue will be resolved within a specified time, unless expressly stated in the applicable Order Form. The Company will use commercially reasonable efforts to respond to and address support issues in accordance with the severity levels below, subject to Subscriber's timely cooperation, provision of required information, and compliance with this Agreement

a) Support and Maintenance Response Times:

The Company's product support team will use commercially reasonable efforts to respond to Subscriber support issues in accordance with the following target response times:

- Severity 1 – Critical – Response within one (1) hour
- Severity 2 – High – Response within four (4) hours
- Severity 3 – Medium – Response within eight (8) hours
- Severity 4 – Low – Response within twenty-four (24) hours

b) Target Resolution Times:

The Company will use commercially reasonable, best-effort measures to resolve support issues in accordance with the following target resolution times:

- Severity 1 – Critical – Resolution within four (4) hours
- Severity 2 – High – Resolution within one (1) business day
- Severity 3 – Medium – Resolution within two (2) business days
- Severity 4 – Low – Resolution within five (5) business days

All response and resolution times are subject to the Subscriber's timely response, cooperation, access, information, logs, and approvals.

c) Severity Definition:

Severity 1 - Critical: The highest severity level, reserved for defects or issues that cause the system to crash or otherwise fail, preventing it from functioning.

Severity 2 - High: This severity level is assigned to defects or issues that result in a major loss of functionality.

Severity 3 - Medium: This severity level is assigned to defects or issues that result in a moderate loss of functionality

Severity 4 - Low: This severity level is assigned to defects or issues that result in a minor loss of functionality

d) SLA Limitations:

The support commitments do not apply to issues caused by: (a) Subscriber's misuse, negligence, breach of this Agreement, or failure to follow Documentation; (b) third-party applications, integrations, systems, networks, hosting environments, devices, or services not controlled by the Company; (c) modifications not made or authorized by the Company; (d) force majeure events; (e) beta, trial, evaluation, sandbox, or non-production features; or (f) issues that cannot be reproduced or verified by the Company using commercially reasonable efforts. The Company shall determine severity classification in good faith, taking into account the impact on the Subscriber's use of the Software.

16. FEE AND PAYMENT

Subscriber shall pay all fees set forth in the applicable Order Form in accordance with the payment terms stated therein. Unless otherwise expressly stated in the applicable Order Form: (a) all fees are payable in advance, non-cancellable, and non-refundable, and (b) Subscriber shall pay all invoices within thirty (30) days from the invoice date. Any overdue amount may accrue interest at the rate of one percent (1%) per month, or the maximum rate permitted by applicable law, whichever is lower. Subscriber shall be responsible for all applicable taxes, duties, levies, withholding taxes, goods and services taxes, value-added taxes, and similar governmental charges, excluding taxes based on the Company's net income. Subscriber shall make all payments without set-off, deduction, counterclaim, or withholding, except as required by applicable law.

Subscriber's access to and use of the Software is subject to the usage limits specified in the applicable Order Form or otherwise communicated by the Company. Subscriber shall not exceed such limits without the Company's prior written approval. If Subscriber exceeds any applicable usage limit, the Company may require Subscriber to purchase additional capacity, users, modules, or usage rights, and Subscriber shall pay the applicable additional fees on a pro-rated or then-current basis. The Company may monitor usage for billing, security, compliance, and product administration purposes.

17. OTHERS

The commercial terms applicable to Subscriber's Subscription, including fees, Subscription Term, scope, usage limits, support package, territory, modules, and any special terms, shall be set forth in the applicable signed order form, statement of work, subscription order, or other

written agreement between the parties (“Order Form”). In the event of conflict among the documents, the following order of precedence shall apply, unless expressly stated otherwise in a signed written agreement: (a) the applicable Order Form; (b) any data processing agreement or security addendum; (c) any service level agreement or support terms; (d) this Agreement; and (e) Documentation and online policies. Any terms in a purchase order or other document issued by Subscriber shall be void unless expressly agreed in writing by the Company.