

Eastnets Group End User License Agreement (EULA) for SaaS Solution availed of through AWS Market place and Platform .

This End User License Agreement ("EULA") governs the use of the Software-as-a-Service ("SaaS") solution provided by Eastnets Group (" Service Provider") to the End User ("Customer"). This EULA is provided in conjunction with the SaaS Agreement signed or yet to be signed between the Supplier and End User. In case of any contradiction, the SaaS Agreement shall prevail.

Note: Any term or provision not mentioned in the EULA will be outlined in the SaaS Agreement. Furthermore, any terms of usage imposed by AWS Marketplace may not necessarily apply to the Supplier's End User License Agreement (EULA).

By accessing or using the SaaS solution, the Customer acknowledges that it has read, understood, and agreed to the applicable regional EULA and its common provisions.

1. EULA for Europe

1.1 Governing Law and Jurisdiction:

- This Agreement shall be governed by and construed in accordance with the laws of Luxembourg.
- Disputes arising out of this Agreement shall be submitted to the courts of Luxembourg.

1.2 Data Protection and Privacy:

- Both parties shall comply with the EU General Data Protection Regulation (GDPR).
- Customer data shall remain under the ownership of the Customer and processed by the Service Provider solely for the purposes outlined in this Agreement.

1.3 Compliance and Security:

- The Service Provider shall adhere to EU regulations including export controls and sanctions.
- The Service Provider will maintain robust security measures as outlined in the SLA.

1.4 Fees and Taxes:

- Fees exclude VAT or any other applicable taxes, which shall be borne by the Customer.

1.5 Intellectual Property Rights:

- All intellectual property rights in the SaaS solution, including software, documentation, and associated materials, remain the exclusive property of the Service Provider.
- The Customer is granted a limited, non-exclusive, non-transferable license to use the SaaS solution solely for its internal business purposes.
- The Customer agrees not to reverse engineer, decompile, or otherwise attempt to derive the source code of the SaaS solution.

1.6 Data Ownership:

- Customer retains ownership of all data and may request its export upon termination.

1.7 Termination:

- This EULA may be terminated for cause with a 30-day notice and failure to cure breaches.

1.8 Dispute Resolution:

- Disputes will first be resolved via good-faith negotiations. Unresolved disputes will be submitted to the courts of Luxembourg.
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2. EULA for the United States

2.1 Governing Law and Jurisdiction:

- This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- Any disputes shall be resolved in the courts of New York.

2.2 Data Protection and Privacy:

- Both parties agree to comply with federal and state data privacy laws, including the California Consumer Privacy Act (CCPA).
- Service Provider will notify Customer of any breaches as required by U.S. laws.

2.3 Compliance and Security:

- Service Provider will comply with U.S. export regulations and OFAC sanctions.
- The Service Provider will maintain security protocols aligned with NIST standards.

2.4 Fees and Taxes:

- Service fees are exclusive of federal, state, or local taxes, which the Customer shall bear.

2.5 Intellectual Property Rights:

- All intellectual property rights in the SaaS solution, including software, documentation, and associated materials, remain the exclusive property of the Service Provider.
- The Customer is granted a limited, non-exclusive, non-transferable license to use the SaaS solution solely for its internal business purposes.
- The Customer agrees not to reverse engineer, decompile, or otherwise attempt to derive the source code of the SaaS solution.

2.6 Data Ownership:

- Customer retains ownership of all data and may request its export upon termination.

2.7 Termination:

- Either party may terminate this EULA for material breach with a 30-day notice to cure breaches.

2.8 Dispute Resolution:

- Disputes shall first be negotiated in good faith. If unresolved, they may proceed to litigation before the competent courts of New York.
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3. EULA for the Middle East

3.1 Governing Law and Jurisdiction:

- This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates (UAE).
- Any disputes shall be resolved in the Dubai International Financial Centre (DIFC) courts.

3.2 Data Protection and Privacy:

- Both parties shall comply with applicable UAE federal data protection laws.
- Customer data remains under the ownership of the Customer and processed exclusively as per this Agreement.

3.3 Compliance and Security:

- Service Provider and Customer shall comply with UAE laws, including anti-money laundering regulations.
- The Service Provider shall adhere to data security requirements mandated by UAE regulations.

3.4 Fees and Taxes:

- All fees are exclusive of VAT, which shall be borne by the Customer as per UAE Federal Tax Authority regulations.

3.5 Islamic Compliance:

- Where applicable, the Agreement shall not conflict with Sharia principles.

3.6 Intellectual Property Rights:

- All intellectual property rights in the SaaS solution, including software, documentation, and associated materials, remain the exclusive property of the Service Provider.
- The Customer is granted a limited, non-exclusive, non-transferable license to use the SaaS solution solely for its internal business purposes.
- The Customer agrees not to reverse engineer, decompile, or otherwise attempt to derive the source code of the SaaS solution.

3.7 Data Ownership:

- Customer retains ownership of all data and may request its export upon termination.

3.8 Termination:

- This EULA may be terminated for cause with a 30-day notice and failure to cure breaches.

3.9 Dispute Resolution:

- Parties will engage in good-faith negotiations, and unresolved disputes will be addressed in the competent UAE courts.

Common Provisions Across Regions

4.1 Service Levels:

- The Service Provider shall adhere to agreed-upon Service Levels as outlined in the SLA.

4.2 Confidentiality:

- Both parties agree to protect the confidentiality of proprietary information and prevent unauthorized disclosure.

4.3 Limitation of Liability:

- Neither party shall be liable for indirect, incidental, or consequential damages.
- Direct liability is limited to fees paid in the preceding 12 months.

4.4 Data Portability and Transition Assistance:

- Upon termination, the Service Provider will assist in transitioning Customer data to ensure minimal disruption.

4.5 Force Majeure:

- Neither party shall be liable for delays caused by events beyond their control, including acts of God, natural disasters, or regulatory changes.

4.6 Intellectual Property Rights:

- All intellectual property rights, including software, documentation, and associated materials, remain the exclusive property of the Service Provider across all regions.

By accessing or using the SaaS solution, the Customer acknowledges that it has read, understood, and agreed to the applicable regional EULA and its common provisions.