

WSO2 SOFTWARE LICENSE AGREEMENT

This WSO2 Software License Agreement (the “**Agreement**”) is entered into by you and the applicable WSO2 entity, as described below. If you are an individual accepting this Agreement on behalf of a company or other legal entity, you represent that you are authorized to bind the entity to the terms of this Agreement and “**You**” or “**Your**” will refer to the entity bound to this Agreement, not to you as an individual.

By using or accessing the Software, signing this Agreement or any document that references this Agreement (such as an Order), or by clicking “I agree to the Terms” (or similar button or checkbox) upon downloading or installing the Software, You indicate Your assent to be bound by this Agreement. If You do not agree to this Agreement, do not use or access the Software.

1. Definitions

- (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.
- (b) “**Order**” is a document signed by You authorizing the purchase of the Products requested by You, the Support Plan, associated fees, and any additional terms offered by WSO2.
- (c) “**Products**” means collectively Software, Support and/or other Services obtained by You from WSO2 subject to the terms of this Agreement.
- (d) “**Services**” means training, consulting and other services, other than Support, specified in an Order.
- (e) “**Software**” means the computer programs developed and owned by WSO2 to which this License Agreement is attached, however You obtain or access them. Software includes security patches, updates, or other modifications to the Software supplied by WSO2.
- (f) “**Subscription**” is a commercial offering from WSO2 consisting of a license to use, and access to Support for, the Software, for a specific period of time.
- (g) “**Subscription Period**” is the duration of a Subscription as specified in an Order.
- (h) “**Support**” means support provided by WSO2 to a Subscriber for the Software according to the terms of the WSO2 Support Services described in Section 5.1.
- (i) “**Support Plan**” means the service level specified in an Order, from among the levels defined in the Support Services Policy.

2. License Grant

- 2.1 **Free License for Non-commercial, Educational, or Trial use.** WSO2 hereby grants You a worldwide, non-exclusive, royalty-free, non-transferable, non-sublicensable, terminable license to use the Software for Non-commercial, Educational, or Trial purposes. Non-commercial, as used in this Agreement, means personal use whereby no commercial advantage or monetary compensation is sought or received for use of the Software or for works, data or services that use the Software. Educational or Trial purposes, as used in this Agreement, means use for the purpose of learning to use the Software, teaching others to use the Software, evaluating or demonstrating Software capabilities, or for scholarly or artistic purposes.
- 2.2 **License for commercial use.** If You purchase a Subscription from WSO2 or one of its authorized Resellers, WSO2 hereby grants to You, as “**Subscriber**”, a worldwide,

non-exclusive, non-transferable, non-sublicensable, renewable license to use the specific Software configuration defined in the Order for the Subscription Period. The Order will specify the scope of the Subscription purchased by Subscriber, including: (a) all production or non-production use, not just a representative subset; (b) usage limits (e.g. core or transaction limits) (c) any other license parameters; and (d) any other terms and conditions mutually agreed for the purchased Subscription.

3. **Copyright.** All right, title, and interest, including but not limited to intellectual property rights such as copyrights, in and to the Software and any copies thereof, are owned by WSO2 or its suppliers. All right, title, and interest, including but not limited to intellectual property rights such as copyrights, in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. All rights not expressly granted are reserved by WSO2.
4. **Conditions of Use.** A license granted to You by this Agreement is valid only if You adhere to the following conditions.
 - 4.1 **Maintenance of Copyright Notices.** You shall not remove or alter any copyright or license notices that appear in or on the Software.
 - 4.2 **Modification.** You shall not modify, alter, decompile, decrypt, disassemble, translate, or reverse engineer the Software.
 - 4.3 **Distribution.** You shall not sublicense, transfer, lease, rent, or otherwise distribute or make available the Software to any third party.
 - 4.4 **SaaS.** Unless authorized by WSO2, You shall not make the Software available as commercial Software-as-a-Service.
 - 4.5 **Compliance with Applicable Laws.** You shall comply with all applicable laws regarding use of the Software.
5. **Subscription Terms and Conditions.** If You purchase a Subscription, the following terms and conditions apply.
 - 5.1 **Support.** WSO2 will provide Subscriber with Support for the Software during the Subscription Period according to the Support Plan indicated in the applicable Order, and subject to the WSO2 Support Policy set forth at <https://wso2.com/licenses/support-policy>. Each Subscription includes Query Support subject to a maximum-hours limit as indicated in the Order. Limits can be increased subject to additional fees. The maximum hours limit is reset upon renewal for a subsequent annual period; unused hours cannot be rolled over into the next annual period. All instances of Software in production and otherwise must be identified in the Order.
 - 5.2 **Increases in Software Use.** Subscriber may increase its use of the Software during the Subscription Period beyond the scope specified in the applicable Orders (including any authorized bursting allowance included in the Products), provided that Subscriber promptly notifies WSO2 of the additional use and pays the applicable Fees.
 - 5.3 **Subscription Renewal.** Subscriptions automatically renew for additional periods equal to one year using WSO2's then current pricing unless Subscriber notifies WSO2 in writing that it

wishes either to renew for a longer period, or to end the Subscription at least 90 days prior to the end of the Subscription Period. Fees for renewal are due according to the Fees and Payment terms of this Agreement.

- 5.4 **Termination for Change in Services.** WSO2 may change the terms of Support or Services from time to time and these changes are effective when made, without affecting the validity of this Agreement. In the event of any material changes, WSO2 will attempt to provide Subscriber notice by sending an email to the point of contact address provided by Subscriber. In the event of a material and adverse change to the terms of Support or Services, Subscriber has the right to terminate this Agreement upon 30 days' prior written notice to WSO2 at the following email address: support@wso2.com. In the event of such termination, WSO2 shall reimburse Subscriber a pro rata amount of any fees actually prepaid by Subscriber.

5.5 **Audit.** Upon WSO2's request with reasonable notice, Subscriber will permit technical and operational audits of Subscriber related to the subject matter of this Agreement. Audits may include verifying Subscriber's usage of the Software conforms to the usage limits purchased by Subscriber. Audits shall be carried out within Subscriber's regular business hours and WSO2 will honor confidentiality and data protection requirements. If non-compliance is discovered in an audit, Subscriber will be responsible for all costs associated with carrying out such audit. In addition, where such audit reveals Subscriber has exceeded the usage subscribed-for, Subscriber shall pay WSO2 prorated fees for the excess usage at the same rate(s) designated in the most proximate Order. If the date excess usage began cannot be determined to WSO2's satisfaction, excess usage shall be deemed to have commenced on the start date of the Subscription.

6. **WSO2 Consulting Services.** QuickStarts, Training, Technical Account Management, Managed Services, and other services WSO2 may offer to Subscriber are subject to the following terms.
- 6.1 **Consulting Services Terms.** WSO2 provides on-site and remote consulting services according to the Consulting Service Terms at <https://wso2.com/licenses/consulting-terms>, as updated or amended from time to time.
- 6.2 **Managed Services Terms.** WSO2 provides Managed Services according to the WSO2 Managed Services Terms and Service Level Agreement at <https://wso2.com/licenses/managed-services-terms>.
- 6.3 **Cloud Services Terms.** WSO2 provides Cloud Services according to the WSO2 Cloud Services Terms and Service Level Agreement at <https://wso2.com/licenses/cloud-services-terms>.
- 6.4 **Independent Contractor.** The relationship of the parties is that of independent contractors. Neither party, nor any partner, agent or employee of either party, has authority to enter into contracts that bind the other or create obligations on the part of the other without the prior written authorization of such party.
- 6.5 **Non-solicitation.** During the term of this Agreement and for a period of one (1) year after its termination, neither party will directly or indirectly (a) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services under this Agreement or (b) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services under this Agreement until one hundred eighty (180) calendar days following the termination

of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and posting of open positions on a party's internet site. If You hire or engage directly or indirectly any personnel of WSO2 in violation of this section, You will pay WSO2 a contractual penalty equal to three times the monthly billing rate (assuming 168 hours per month) for such personnel.

7. **Reseller Orders.** This Section applies if You purchase Subscription through an authorized reseller of WSO2 ("**Reseller**").

7.1 Instead of paying WSO2, You will pay the applicable amounts to the Reseller, as agreed between You and the Reseller. WSO2 may suspend or terminate Your Subscription if WSO2 does not receive the corresponding payment from the Reseller.

7.2 Instead of an Order submitted to WSO2, Your order details will be as stated in the order placed with WSO2 by the Reseller on Your behalf, and the Reseller is responsible for the accuracy of any such order as communicated to WSO2.

7.3 If You are entitled to a refund under this Agreement, then unless otherwise specified by WSO2, WSO2 will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to You.

7.4 Resellers are not authorized to modify this Agreement or make any promises or commitments on WSO2's behalf, and WSO2 is not bound by any obligations to You other than as set forth in this Agreement.

7.5 The amount paid or payable by the Reseller to WSO2 for Your use of the applicable Software under this Agreement will be deemed the amount actually paid or payable by You to WSO2 under this Agreement for purposes of calculating the liability cap in Section 13.

8. **Publicity and Feedback**

8.1 **WSO2 Logos.** WSO2 products may include features for theming the product user interfaces. You will retain the "WSO2" or "powered by WSO2" logos in conformance with WSO2 Logo Usage Guidelines at <https://wso2.com/brand>.

8.2 **Publicity.** You may state publicly that You are a user of the Products. Any identification or use of a party's brand, logo, or trademark shall conform with the trademark use guidelines provided by one party to the other. WSO2 may reference you as a customer and display Your logo for marketing purposes. You will participate in a success story/case study related to WSO2. We may in consultation with you, issue a media release concerning your engagement as a customer of WSO2.

8.3 **Feedback.** If You provide any suggestions, corrections, or feedback regarding the Products, WSO2 may use that information without obligation to You, and You hereby irrevocably assign to WSO2 all right, title, and interest in the suggestions, corrections, or feedback.

9. **Fees and Payment**

- 9.1 **Fees.** After You authorize an Order, upon renewal of a Subscription, or for other fees due to WSO2, WSO2 will send you an invoice. You will pay all fees specified in invoices. All payments are due within 30 calendar days of receipt of an invoice from WSO2 and are non-refundable. WSO2 may suspend or cancel performance of all or part of the Subscription or Services and may change its credit terms (after notifying You) if actual payment is not received within 60 calendar days of Your receipt of WSO2's invoice. Payments past due 60 calendar days will incur interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less. You will also pay all costs incurred by WSO2 to collect undisputed amounts due, including legal fees, whether or not litigation is commenced.
- 9.2 **Taxes.** All fees are exclusive of any applicable Taxes. You will pay to WSO2 an amount equal to any taxes arising from or relating to this Agreement, including without limitation, sales, service, use or value added taxes, which are paid by or are payable by WSO2. "Taxes" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), excluding, however, any taxes based solely on the net income of WSO2. If You are required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to WSO2, then the sum payable to WSO2 will be increased by the amount necessary so that WSO2 receives an amount equal to the sum it would have received had Subscriber made no withholdings or deductions.
- 9.3 **Purchase Orders.** Any pre-printed terms on any purchase order that is issued by You that are in addition to or in conflict with the terms of this Agreement are null and void.
10. **Term & Termination**
- 10.1 **Termination.** If You have an active Subscription, this Agreement terminates when Your Subscription terminates. If You do not have an active Subscription, this Agreement terminates when you cease using the Software, or 90 days after WSO2 notifies You that it wishes to terminate the Agreement.
- 10.2 **Termination for Cause.** Either party may terminate this Agreement on written notice to the other if the other party fails to comply with this Agreement after it has been notified in writing of the nature of the failure and been provided with 30 days after receiving the written notice to cure the failure.
- 10.3 **Effect of Termination.** Upon termination of this Agreement:
- (a) the rights granted by one party to the other immediately cease;
 - (b) all fees owed by Subscriber are immediately due upon receipt of the final invoice; and
 - (c) You will delete the Software immediately from Your systems and records.
- 10.4 **Survival.** Sections 6.5, 9.1, 11.2, 13, and 16.10, and those provisions intended by their nature to survive termination of this Agreement survive termination. Section 14 will survive termination of this Agreement for 3 years.
11. **Limited Warranties**
- 11.1 **Warranties for Subscriber.** If You are a Subscriber, WSO2 warrants that:

- (a) the Software will perform substantially in accordance with its documentation (located at <https://wso2.com/documentation/>;
- (b) it will perform Support and Consulting Services in a diligent and workmanlike manner consistent with industry standards; and
- (c) to its knowledge, the Software does not, at the time of delivery to You, include malicious mechanisms or code for the purpose of damaging or corrupting the Software.

SUBSCRIBER'S EXCLUSIVE REMEDY FOR WSO2'S MATERIAL BREACH OF WARRANTY IS TO (I) DELIVER TO SUBSCRIBER A CORRECTED VERSION WHICH ALLOWS FOR PROPER INSTALLATION AS PROVIDED IN THE WSO2 SUPPORT SERVICES POLICY OR (II) IF OPTION (I) IS NOT RELEVANT OR IS DEEMED NOT TO BE COMMERCIALY FEASIBLE BY WSO2, TERMINATE THIS AGREEMENT AND REFUND A PRO RATA PORTION OF THE FEES PAID BY SUBSCRIBER UPON SUBSCRIBER'S DELETION OF THE SOFTWARE.

- 11.2 EXCEPT AS PROVIDED IN THE AGREEMENT, WSO2 MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT; ALL SERVICES, SOFTWARE, AND SUPPORT ARE PROVIDED BY WSO2 "AS IS."

12. **Indemnification.** If You are a Subscriber, the provisions of this section apply to You.

- 12.1 Subject to the provisions of this Section 12, and commencing from the start of the Subscription Period, WSO2 will defend at its expense any suit brought against Subscriber, and will pay any settlement WSO2 makes or approves, or any direct damages (excluding amounts awarded for reputation harm or business impact) finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Products misappropriate any trade secret recognized under the Uniform Trade Secrets Act or infringe any copyright or United States patent valid within the Subscription Period (an "**IP Claim**"). WSO2's indemnification obligations are limited to US \$7,000,000.
- 12.2 If any portion of the Software or the Services becomes, or in WSO2's opinion is likely to become, the subject of an IP Claim, WSO2 may, at WSO2's option: (i) procure for Subscriber the right to continue using the Products; (ii) replace the Products with non-infringing software or services which do not materially impair the functionality of the Products; (iii) modify the Products so that they become non-infringing; or (iv) terminate this Agreement and refund any fees actually paid by Subscriber to WSO2 for the remainder of the Subscription Period then in effect, and upon such termination, Subscriber will immediately cease all use of the Software, documentation, and Services.
- 12.3 Notwithstanding anything to the contrary herein, WSO2 has no obligation with respect to any IP Claim based upon (i) any open source software components included in the Software; (ii) any use of the Software or the Services not in accordance with this Agreement or as specified in the documentation; (iii) any use of the Software in combination with other products, equipment, software or data not supplied by WSO2; or (iv) any modification of the Software by any person other than WSO2 or its authorized agents. This Section states the sole and exclusive remedy of Subscriber and the entire liability of WSO2, or any of the officers, directors, employees, shareholders, contractors, or representatives of either party, for IP Claims.
- 12.4 Subscriber shall indemnify WSO2 for all losses and liabilities incurred due to Subscriber's breach of section 16.5.

- 12.5 The indemnifying party's obligations as set forth above are expressly conditioned upon complying with each of the following: (i) the indemnified party must promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (ii) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (iii) the indemnified party must cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

13. **Limitations of Liability**

- 13.1 EXCEPT FOR DAMAGES FOR BODILY INJURY (INCLUDING DEATH), WSO2'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES PAID BY YOU DURING THE PERIOD OF A MATERIAL BREACH UP TO A MAXIMUM OF ONE YEAR. IF YOU HAVE PAID NO FEES, OR ARE ON A NON-COMMERCIAL, EDUCATIONAL, OR TRIAL LICENSEE, WSO2'S MAXIMUM AGGREGATE LIABILITY TO YOU IS \$100.

- 13.2 **Waiver of Consequential Damages.** IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL, OR CONSEQUENTIAL COSTS OR DAMAGES INCLUDING, WITHOUT LIMITATION, DOWNTIME COSTS; LOST BUSINESS, REVENUES, GOODWILL, OR PROFITS; FAILURE TO REALIZE EXPECTED SAVINGS; LOSS OF OR DAMAGE TO DATA; OR SOFTWARE RESTORATION, REGARDLESS OF WHETHER ANY OF THE FOREGOING ARE FORESEEABLE, AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF ANY OF THE FOREGOING. THESE LIMITATIONS APPLY REGARDLESS OF THE BASIS OF LIABILITY; INCLUDING NEGLIGENCE; MISREPRESENTATION; BREACH; LIBEL; INFRINGEMENT OF PUBLICITY, PRIVACY, OR INTELLECTUAL PROPERTY RIGHTS; OR ANY OTHER CONTRACT OR TORT CLAIM.

14. **Confidentiality**

- 14.1 **Definition. "Confidential Information"** means any information, documentation, system, or process disclosed by a party or a party's Affiliate that is:
- (j) designated as confidential (or a similar designation) at the time of disclosure;
 - (k) disclosed in circumstances of confidence; or
 - (l) understood by the parties, exercising reasonable business judgment, to be confidential.

Confidential Information expressly includes proposals or price quotes created by WSO2 for You, Orders, and any changes or amendments to this Agreement.

- 14.2 **Exclusions.** Confidential Information does not include information that:
- (a) was lawfully known or received by the receiving party prior to disclosure;
 - (b) is or becomes part of the public domain other than as a result of a breach of this Agreement;
 - (c) was disclosed to the receiving party by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect to such information; or
 - (d) is independently developed by the receiving party as evidenced by independent written materials.

- 14.3 **Nondisclosure.** Each party shall treat as confidential all Confidential Information of the other party, shall not use Confidential Information except as set forth in this Agreement, and shall use best efforts not to disclose Confidential Information to any third party. A party may disclose such information to its directors, officers, and employees, provided they are made aware of the party's obligation under this Agreement and are bound by the same degree of confidentiality. Without limiting the foregoing, each of the parties shall use at least the same degree of care that it uses to prevent the disclosure of its own Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Notwithstanding the foregoing, either Party may disclose the terms and conditions of this Agreement pursuant to the due diligence requests of a proposed merger, acquisition, financing or securities transaction so long as such parties receiving such Confidential Information are subject to confidentiality obligations no less stringent than the terms of this Agreement.
- 14.4 **Return of Confidential Information.** Upon expiration or termination of this Agreement, each party shall return or destroy all Confidential Information received from the other party.
- 14.5 **Remedies.** Any breach of the restrictions contained in this section is a breach of this Agreement that may cause irreparable harm to the non-breaching party. Any such breach shall entitle the non-breaching party to injunctive relief in addition to all other legal remedies.
15. **Data Privacy.** Any personal information received or provided pursuant to the Services will be handled by WSO2 in accordance with this Agreement and all applicable privacy laws. Such privacy laws include the California Civil Code Sec. 1798.100 et seq. ("**CCPA**"), the EU General Data Protection Regulation 2016/679 ("**GDPR**"), the UK GDPR and the Brazil General Data Protection Law, Law 13,709/2018 ("**LGPD**"), as applicable; WSO2 shall act exclusively as a Service Provider (as defined by CCPA), Data Processor (as defined in GDPR/UK GDPR) and, Processor (as defined in LGPD) and shall retain, use, disclose and process Your personal information solely for the purpose of providing and enhancing the Software and Services on Your behalf. We will take all necessary technical and organizational measures to ensure compliance with all applicable laws (including in respect of security, confidentiality, and availability), in regard to the protection of Your personal information. For the purposes of this section: (a) Your personal information shall mean personal data or information however it is defined by applicable law; and (b) UK GDPR means GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019).
16. **General**
- 16.1 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- 16.2 **Force Majeure.** Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control ("**Force Majeure Event**"); however, this provision

will not apply to Subscriber's payment obligations accrued as of the commencement of the Force Majeure Event, as determined by WSO2.

- 16.3 **Headings.** The headings in this Agreement are inserted for convenience only and do not affect its interpretation.
- 16.4 **Assignment.** You may not assign this Agreement, whether by operation of law, merger or reorganization or otherwise, without the prior written consent of WSO2; any attempted assignment in violation of the foregoing will be void. WSO2 may assign its rights and delegate its duties under this Agreement without Your written consent in connection with a reorganization, reincorporation, merger, or sale of all, or substantially all of the shares or assets of WSO2 or the business of WSO2 to which this Agreement relates.
- 16.5 **Export Compliance; Sanctions.** The Software may be subject to export laws and regulations of the United States and other jurisdictions. The parties represent that each of them is not named on any U.S. Government denied-party list. You will not use the Software in violation of any export law or regulation of the United States and other jurisdictions.
- 16.6 **Complete Agreement.** This Agreement, and any terms, policies, or writings referenced within it, constitutes the final and complete agreement between the parties with respect to the Products, and supersedes any prior or contemporaneous representations or agreements, whether written or oral.
- 16.7 **Modification; Waiver.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.
- 16.8 **Notices.** Notice may be directed to WSO2 at legal@wso2.com. Notice may be directed to You at the e-mail address You provided for the purposes of legal notice in the last Order signed by You.
- 16.9 **WSO2 Contracting Entity, Governing Law, and Venue.** The WSO2 entity entering into this Agreement, the law that will apply in any dispute arising out of this Agreement, and the venue for any dispute depends on where You are domiciled.

If You are domiciled in:	The WSO2 entity entering into this Agreement is:	Governing law is:	Method of dispute resolution is:
USA, Canada, any country not listed below	WSO2 LLC a Limited Liability Company in Delaware	California without giving effect to the principles of conflict of laws	Arbitration in Santa Clara, California in accordance with the rules of the American Arbitration Association ("AAA").
United Kingdom, Europe (except for Germany), Mongolia, Azerbaijan	WSO2 UK Limited, a company incorporated under the laws of England	English	Arbitration in London, United Kingdom, in accordance with the rules of the International Chamber of Commerce ("ICC").

Sri Lanka, Malaysia, Mauritius, Macau	WSO2 LANKA (PRIVATE) LIMITED, a company incorporated under the laws of Sri Lanka	Sri Lanka	Arbitration in Colombo, Sri Lanka in accordance with the rules of the Arbitration Act No. 11 of 1995
South America, Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama.	WSO2 BRASIL TECNOLOGIA E SOFTWARE EIRELI, a company incorporated in Brazil	Brazil	Arbitration in Sao Paulo, Brazil in accordance with the rules of the International Chamber of Commerce ("ICC").
Australia or New Zealand	WSO2 Australia Pty Limited, ABN 90 623 311 348	New South Wales, Australia without giving effect to the principles of conflict of laws.	Each party submits to the exclusive jurisdiction of the courts of New South Wales, Australia (and any relevant appellate courts). Each party's designated representatives will meet within ten (10) days following receipt of notice of the dispute and will attempt to resolve the dispute within 15 days. If the parties agree in writing, a dispute may be mediated or arbitrated. If any dispute is not resolved informally or referred to mediation or arbitration, either party may commence legal proceedings in respect of the dispute in a court of competent jurisdiction. If the parties agree in writing to arbitrate a dispute, such dispute shall be referred to the Australian Disputes Centre ("ADC") for resolution by binding arbitration in Sydney, New South Wales in accordance with the ADC's Conciliation Rules.
Germany	WSO2 Germany GmbH	The laws of Germany with the exception of	Arbitration in Germany in accordance with the rules of the International

		United Nations Convention on the International Sale of Goods (CISG)	Chamber of Commerce ("ICC").
United Arab Emirates (including but not limited to any of its free zones)	WSO2 Middle East FZ-LLC	The governing law of the Agreement shall be the substantive law of Dubai International Financial Centre.	Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre (DIAC), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be DIAC. The language to be used in the arbitration shall be English.
India	WSO2 India Private Limited, a company incorporated under the laws of India	India	By arbitration administered by the Singapore International Arbitration Centre (SIAC), India Office in Mumbai in accordance with the Arbitration Rules of the Singapore International Arbitration Centre Rules ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Mumbai. The arbitral tribunal shall consist of one arbitrator jointly appointed by the Parties.

			The substantive law governing the arbitration shall be the Indian Arbitration and Conciliation Act, 1996.
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16.10 **Agreement to Governing Law and Dispute Resolution.** Each party agrees to the applicable governing law above, and to the exclusive method of dispute resolution. Where the applicable dispute resolution procedure is arbitration, the award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered in any court of competent jurisdiction. Nothing in the above provision prevents either party from applying to a court of competent jurisdiction for equitable or injunctive relief. Any dispute or other action arising out of this Agreement must be brought within one year of the date the cause of action accrued. An action for nonpayment may be brought either within two years of the date of last payment, or within the period prescribed by applicable law in Your region.

16.11 **Regional Agreement Variations: WSO2 Australia Pty Limited.** Based upon the above, If You enter into this Agreement with WSO2 Australia Pty Limited, Sections 9.2, and 13 are replaced with the following:

9.2 **Taxes.** All fees are exclusive of any applicable Taxes. You will pay to WSO2 an amount equal to any taxes arising from or relating to this Agreement, including without limitation, GST, use or value added taxes, which are paid by or are payable by WSO2. "Taxes" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), excluding, however, any taxes based solely on the net income of WSO2. If You are required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to WSO2, then the sum payable to WSO2 will be increased by the amount necessary so that WSO2 receives an amount equal to the sum it would have received had Subscriber made no withholdings or deductions.

Where a supply under this Agreement is a taxable supply, all amounts payable or other consideration provided must be increased by the amount of GST payable in relation to the supply. All GST must be paid at the time any payment for any supply to which it relates is payable (provided a valid tax invoice has been issued for the supply). In this Section, "GST", "tax invoice" and "taxable supply" have the meanings given to them in the A New Tax Systems (Goods and Services Tax) Act 1999 (Cth).

13. **Limitation of Liability.** EXCEPT FOR LIABILITY DAMAGES FOR BODILY INJURY (INCLUDING DEATH) WHICH SHALL BE UNLIMITED, WSO2'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING NEGLIGENCE), IS LIMITED IN ANY CALENDAR YEAR TO THE AMOUNT PAID BY SUBSCRIBER FOR SERVICES DURING THAT CALENDAR YEAR. IF YOU HAVE PAID NO FEES, OR ARE A NON-COMMERCIAL, EDUCATIONAL, OR TRIAL LICENSEE, WSO2'S MAXIMUM AGGREGATE LIABILITY TO YOU IS \$100.

IN NO EVENT WILL WSO2 BE LIABLE FOR ANY "INDIRECT LOSSES" BEING: (A) DOWNTIME COSTS, LOST BUSINESS, REVENUES, OR PROFITS, FAILURE TO REALIZE

EXPECTED SAVINGS OR OPPORTUNITY, LOSS OF OR DAMAGE TO DATA, LOSS OF GOODWILL OR REPUTATION, COSTS OF SOFTWARE RESTORATION; AND (B) ANY LOSS THAT DOES NOT ARISE NATURALLY OR ACCORDING TO THE USUAL COURSE OF THINGS FROM A BREACH, ACT OR OMISSION RELATING TO THIS AGREEMENT REGARDLESS OF WHETHER ANY OF THE FOREGOING ARE FORESEEABLE, AND REGARDLESS OF WHETHER WSO2 HAS BEEN NOTIFIED OF THE POSSIBILITY OF ANY OF THE FOREGOING. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH, DEFAMATION, INFRINGEMENT OF PUBLICITY, PRIVACY, OR INTELLECTUAL PROPERTY RIGHTS, OR ANY OTHER CONTRACT OR TORT CLAIM.

16.12 **Regional Agreement Variations: WSO2 Germany GmbH.** Based upon the above, If You enter into this Agreement with WSO2 Germany GmbH, Sections 6.5, 9.1, and 9.2 are replaced with the following:

6.5 **Non-solicitation.** During the term of this Agreement and for a period of one (1) year after its termination, neither party will directly (a) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services under this Agreement or (b) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services under this Agreement until one hundred eighty (180) calendar days following the termination of the person's or entity's employment or engagement with the other party.

For purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and posting of open positions on a party's internet site. If You hire or engage directly or indirectly any personnel of WSO2 in violation of this section, You will pay WSO2 a contractual penalty equal to three times the monthly billing rate (assuming 168 hours per month) for such personnel.

9.1 **Fees.** After You sign an Order, or upon renewal of a Subscription, WSO2 will send you an invoice. You will pay all fees specified in invoices. All payments are due within thirty (30) calendar days of receipt of an invoice from WSO2 and are non-refundable. WSO2 may suspend or cancel performance of all or part of the Subscription or Services and may change its credit terms (after notifying You) if actual payment is not received within sixty (60) calendar days of Your receipt of WSO2's invoice. Payments past due sixty (60) calendar days will incur interest at the rate of 9 percentage points above the ECB basic interest rate per year. In addition, Subscriber has to pay 40 EUR in recovering charges. In any proceeding brought by WSO2 to collect amounts due, WSO2 will also receive its actual costs of collection, including reasonable attorneys' fees.

9.2 **Taxes.** All fees are exclusive of any applicable Taxes. You will pay to WSO2 an amount equal to any taxes arising from or relating to this Agreement, including without limitation, VAT which is paid by or is payable by WSO2. "Taxes" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), excluding, however, any taxes based solely on the net income of WSO2. If You are required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to WSO2, then the sum payable to WSO2 will be increased by the amount necessary so that WSO2 receives an

amount equal to the sum it would have received had Subscriber made no withholdings or deductions.

- 16.13 **Regional Agreement Variations: WSO2 Middle East FZ- LLC.** Based upon the above, If You enter into this Agreement with WSO2 Middle East FZ- LLC, Section 1.1 is replaced with the following:

1.1 **Remedies.** WSO2'S SOLE OBLIGATION AND SUBSCRIBER'S SOLE REMEDY FOR WSO2'S BREACH OF ANY REPRESENTATIONS, WARRANTIES OR OBLIGATIONS OF THIS AGREEMENT IS TO (I) IN THE CASE OF A DEFECTIVE OR FAULTY BUG FIX, PATCH OR THE LIKE, DELIVER TO SUBSCRIBER A CORRECTED VERSION WHICH ALLOWS FOR PROPER INSTALLATION; OR (II) IF OPTION (I) IS NOT RELEVANT OR IS DEEMED NOT TO BE COMMERCIALY FEASIBLE BY WSO2, TERMINATE THIS AGREEMENT (WITHOUT THE REQUIREMENT OF A COURT ORDER) AND REFUND A PRO RATA PORTION OF THE FEES PAID BY SUBSCRIBER.

- 16.14 **Regional Agreement Variations: WSO2 India (Private) Limited.** Based upon the above, If You enter into this Agreement with WSO2 India (Private) Limited, Section 6.5, 9.2 and 16.1 are replaced with the following:

6.5 **Non-solicitation.** During the term of this Agreement and for a period of one (1) year after its termination, neither party will directly or indirectly (a) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services under this Agreement or (b) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services under this Agreement until one hundred eighty (180) calendar days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and posting of open positions on a party's internet site. If You hire or engage directly or indirectly any personnel of WSO2 in violation of this section, You will pay WSO2 as liquidated damages an amount equal to three times the monthly billing rate (assuming 168 hours per month) for such personnel. You agree that the said amount is a genuine pre-estimate of the damages that WSO2 will suffer on account of such breach and are not by way of penalty.

9.2 **Taxes.** All fees are exclusive of any applicable Taxes. You will pay to WSO2 an amount equal to any taxes arising from or relating to this Agreement, including without limitation, sales, service, use or value added taxes, which are paid by or are payable by WSO2. "Taxes" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), excluding, however, any taxes based solely on the net income of WSO2. If You are required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to WSO2, then the sum payable to WSO2 will be increased by the amount necessary so that WSO2 receives an amount equal to the sum it would have received had Subscriber made no withholdings or deductions. In such cases You shall also deposit with the tax authorities and within the time required under law, the withheld or deducted amount and shall provide WSO2 with the relevant certificates in relation thereto.

- 16.1 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, in whole or in part, this Agreement will be interpreted and construed as if such provision had never been included herein. The remaining part of such provision and all other provisions of this Agreement shall remain in full force and effect. In such an event, the parties undertake to endeavor in good faith to replace the said provision by a valid, legal, and enforceable provision which contains, as nearly as possible, the rights and obligations contained in the provision to be replaced.