

END USER LICENSE AGREEMENT

Please read this software license agreement (“**Agreement**”) carefully before using the Software. By using the Software, you are agreeing to be bound by the terms of this Software. If you do not agree to the terms of this Agreement, do not use the software. If you do not agree to the terms of the Agreement, you may return the Software to the place where you obtained it for a refund. If the Software was accessed electronically, click “disagree/decline”.

DEFINITIONS

“**Confidential Information**” shall be deemed to include any and all non-public scientific, technical or any other proprietary information in tangible or non-tangible form disclosed by each Party or its representatives in connection with this Agreement, including, but not limited to, (i) any business information, (ii) any samples, formulations, specifications, methods and operating techniques, information regarding employees and personnel, training techniques, manuals and procedures, information relating to the prior, current or contemplated products and/or services offered, (iii) advertising and marketing plans or methods, (iv) any past, current or proposed development projects, (v) technical, marketing, financial and commercial information, (vi) the commercial and business affairs of a Party, (vii) details of Users, customers, vendors, third party manufacturers; (viii) information in respect of the existence and contents of this Agreement, and (ix) any other non-public and/or un-published information including computer programs, drawings, algorithms, know-how, processes, designs, reports or formats, ideas, trade secrets, inventions, schematics, standard operation procedures, etc., (x) concepts, data, reports, methods, processes, techniques, operations, (xi) future projections, business plans, forecasts & financial information, (xii) patents, trademarks, copyrights, designs, trade secrets & information relating to or underlying such intellectual property rights, (xiii) intellectual property, (xiv) future intellectual property, and (xv) any proprietary information relating to other projects.

Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain other than as a result of an unauthorized disclosure by a Party, (ii) was already in the possession of a Party prior to the first date of signature below and free of any actual or constructive knowledge of any obligation of confidentiality with respect thereto, (iii) is disclosed to a Party by a third party having no obligation of confidentiality with respect thereto, (iv) is independently developed by a Party without reference to the other Party's Confidential Information, (v) is released from confidential treatment by written consent of a Party, or (vi) is required by any court, government or other regulatory body to disclose, but only to the extent required by Law.

“**Documentation**” means the user manuals that Company provides to Customer upon request in any form, including electronic downloads, that relate to the operation of the Software.

“**End User**” means the individual using the Software as authorized by Customer.

“**License Fees**” are set forth in the applicable Order Form, including any support fees.

“**Licensed Features**” means the terms identified on an Order Form specifically related to the Software being licensed thereunder, including number of Seats, product descriptions, License Fees and payment terms.

“**Order Form**” means each form generated by or on behalf of Company and executed by Customer that specifies the Licensee, the Software being licensed, the Subscription Term, the Licensed Features and other commercial terms.

“**Seats**” means the number of unique logons set forth on the applicable Order Form for which a copy of the applicable Software may be used.

“**Software**” means the computing programs set forth on the applicable Order Form, and Upgrades or Updates provided to customer hereunder.

“**Subscription Term**” means the period of time from the start date to the end date specified in each Order Form for each subscription purchased thereunder (the “**Initial Subscription Term**”) and each period thereafter agreed upon by amending an Order Form or executing a new Order Form. (a “**Renewal Subscription Term**”).

“Updates” means the maintenance fixes and error corrections of the Software provided by Company pursuant to the Hosting Services or Support and Maintenance Services.

“Upgrades” means version of the Software that Company designates as such that incorporates new functionality or enhances performance.

WHEREAS, Customer wishes to license the Software specified in an applicable Order Form to this Agreement for use in its business.

WHEREAS, Company is willing to grant Customer the right to install and use the Software specified in an applicable Order Form to this Agreement into its computer device and to enable its employees to use the Software.

THEREFORE, the Parties, intending to be legally bound by the terms hereof, hereby enter into the following agreements:

TERMS

1. License. Subject to the terms and conditions of this Agreement, including timely payment of License Fees, Company hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, term based, fully revocable license to permit End Users to use the Software for the duration of the Subscription Term. The object code of the Software and Documentation during the Subscription Term should be solely used for the internal business purposes of Customer. The Software may be used for the number of Seats identified on an Order Form. Customer shall not and shall not permit any End User to use the Software beyond the Subscription Term, in excess of the authorized number of Seats counts, or in any violation of any other restrictions or limitations set forth on the applicable Order Form.

Customer agrees that the Software and Documentation shall be deemed accepted upon delivery and the license granted hereby is not contingent on the delivery of any future functionality or features or dependent on any oral or written public statements made by Company regarding future functionality or features. Company reserves all rights not expressly granted herein.

2. Restrictions. Except as otherwise expressly permitted under this Agreement, Customer shall not (and shall not authorize or permit any third party including any End Users to): (A) copy or use the Software or any portion thereof, except as expressly authorized by this Agreement; (B) use the Software on unauthorized equipment or products, (C) duplicate, modify the Software or create derivative works based upon the Software; (D) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form; (E) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise; (F) disclose, provide, or otherwise make available trade secrets contained within the Software in any form to any third party; (G) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software. (H) use the Software for unlawful purposes. For the avoidance of doubt, all restrictions specified herein with respect to Software apply to all components and the Documentation.

Customer warrants that they and the End User are not competitors or potential competitors of Company, and are not acting on behalf of a competitor or potential competitor.

Customer agrees to provide network access for Software to communicate with the Company servers on an ongoing basis, as applicable based on the Software, and that the Customer identifier (such as a name or number), End User identifier (such as name or id), computer identifier (such as computer name and network address), Company product (such as name and version), performance tracking data, and Company license key may be communicated. Customer agrees that the Software may not operate without such access, and that the Software may stop operating without notice if it is unable to verify license rights. Customer also agrees that, without such access, Company may not be obligated to provide the support and maintenance services referred to in section 3(a) and/or any applicable Service Level Agreement.]

3. Services.

(a) Support and Maintenance Services. If the Order Form indicates that Support and Maintenance Services are to be provided by Company to Customer then, provided that Customer has paid Company the applicable fees indicated thereon, and subject to the terms and conditions of this Agreement, Company shall provide Customer Support and

Maintenance Services for the relevant maintenance term in accordance with Company's then-current Support and Maintenance Services Service Level Agreement, a description of which will form part of the Order Form.

(b) Hosted Services. If the Order Form indicates that the Customer wishes to use hosting services that are to be provided by Company to Customer then subject to the terms and conditions of this Agreement, Company shall host the Software on behalf of Customer for the Subscription Term through a third-party server provided by Amazon Web Services ("AWS"). Customer understands that the Company shall not be responsible for any downtime or unavailability of services caused due to factors outside the Company's control, such as an outage of the AWS Servers.

4. Fees. Customer shall pay the License Fees set forth on the applicable Order Form within thirty (30) days of Company's invoice. All renewal fees are payable annually in advance. All amounts are non-refundable. Customer will pay all VAT, sales, use or similar taxes applicable to this transaction arising now or at any time in the future and shall provide the necessary tax certificates to the Company. Such amounts, if any, are not included in the License Fees.

5. Ownership. The Software is licensed and not sold. Company and its licensors, as applicable, shall own and retain all right, title, and interest in and to the Software and Documentation, subject only to the license granted hereunder, all copies or portions thereof, and any derivative works thereof by whomsoever created. All suggestions or feedback provided by Customer, its employees, consultants or agents (including End Users) to Company with respect to the Software shall be Company's property and deemed Confidential Information of Company and Customer hereby assigns the same to Company.

Without limiting the foregoing, Customer, on behalf of itself and each End User acknowledges that the Software and Documentation are protected by copyright and other intellectual property laws and shall not be copied, reproduced, translated, or reduced to any electronic medium or machine readable form, in whole or in part, without the express written permission of Company, except as necessary for system backup and disaster recovery. The Software may be covered by one or more Indian, UAE and/or international patents, as well as copyright, and all rights under Indian, UAE, and international patent and copyright laws are reserved to Company and its licensors. Customer shall not undertake or permit any action that will interfere with or diminish the right, title or interest of Company or its licensors in their trademarks, tradenames, copyright or patent rights or any of their rights under patent, trademark or copyright laws.

6. Term and Termination.

(a) Subscription Term. The term of each license of Software granted hereunder shall be the Subscription Term. Unless otherwise set forth on the applicable Order Form, a Subscription Term may be terminated by Customer upon written notice of termination delivered to Company not less than thirty (30) days prior to the end of the Initial Subscription Term or a Renewal Subscription Term. Upon termination of a Subscription Term, Customer shall destroy (or at Company's option, return) all copies of the Software and Documentation in its possession or control. If the Software and Documentation is destroyed, Customer shall submit a certification verifying the same to Company. Notwithstanding the foregoing, Customer shall be entitled to retain copies of the Confidential Information and Software for routine back-up and archival purposes, or otherwise as required by law, provided that all such information retained is subject to the confidentiality restrictions set forth in this Agreement in perpetuity.

(b) Agreement Term. This Agreement shall remain effective until terminated or until the Subscription Term under each Order Form expires whichever is earlier. This Agreement may be terminated by a party after the completion of 3 months of the Term: (a) for convenience, by giving thirty (30) days written notice; (b) forthwith, if the other party materially breaches any provision of this Agreement and such breach remains uncured for a period of fifteen (15) working days of notice of such breach; or (b) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations without a successor; or (c) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within ninety (90) days. Upon termination of this Agreement, Customer shall destroy (or at Company's option, return) all copies of the Software, derivative works, and all copies, including any Confidential Information, in its possession or control within 14 (fourteen) days. If the Software and Documentation is destroyed, Customer shall submit a certification verifying the same to Company. Notwithstanding the foregoing, Customer shall be entitled to retain copies of the Confidential Information and Software for routine archival purposes, or otherwise as required by law, provided that all such information retained is subject to the confidentiality restrictions set forth in this Agreement in perpetuity.

(c) Survival. All Sections, definitions, terms and conditions necessary to enforce a Party's rights and obligations under this Agreement shall survive the termination or expiration of this Agreement. Additionally, the Section

pertaining to *Definitions*, Clause 6 (*Term and Termination*), Clause 7 (*Confidentiality and Data Protection*), Clause 9 (*Limitation of Liability*) Clause 10(d) (*Choice of Law*), shall survive the termination or expiration of this Agreement.

7. Confidentiality and Data Protection. Each party (the “**Receiving Party**”) agrees to keep the Confidential Information (as defined above) of the other party (the “**Disclosing Party**”) in confidence and not to use such Confidential Information except in performing hereunder. Except as expressly authorized herein, the Receiving Party agrees to: (i) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (ii) disclose the Disclosing Party’s Confidential Information only to those employees, contractors or professional advisors of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee and contractor shall be subject to a binding written agreement with respect to such Confidential Information at least as restrictive as the terms and conditions of this Agreement, and the Receiving Party shall remain solely liable for any non-compliance of such employee or third party with the terms and conditions of this Agreement.

8. Warranties.

(a) Mutual Warranties. Each party represents and warrants to the other party that (i) it has the legal power to enter into this Agreement and (ii) it will not intentionally transmit to the other party any malicious code (except for malicious code first transmitted to the warranting party by the other party).

(b) DISCLAIMERS. THE SOFTWARE, DOCUMENTATION, ANY RELATED SERVICES ARE PROVIDED “AS IS” AND COMPANY AND ITS LICENSORS PROVIDE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, DOCUMENTATION OR SERVICES. EXCEPT AS SPECIFIED IN THIS SECTION 8, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY COMPANY, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. FURTHER, COMPANY AND ITS LICENSORS DO NOT WARRANT THE RESULTS OF USE OF THE SOFTWARE OR DOCUMENTATION OR THAT THE SOFTWARE IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

9. Limitation of Liabilities. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 7 (CONFIDENTIALITY), IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWSOEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 7 (CONFIDENTIALITY), IN NO EVENT SHALL ANY PARTY’S LIABILITY TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR OTHERWISE, EXCEED THE LICENSE FEES RECEIVED BY COMPANY FROM CUSTOMER (AND IN THE CASE OF CUSTOMER FEES PAID AND DUE TO COMPANY OR ITS AUTHORIZED RESELLER) IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM, WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Software or Documentation or any other product or service delivered by Company or its Authorized Resellers.

10. General

(a) Customer Records. Customer grants to Company and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement, provided that such examination does not occur more than once every twelve months. If such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Company the appropriate License Fees, plus the reasonable cost of conducting the audit.

(d) Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to or application of choice of law rules or principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the courts with jurisdiction in Gurugram, Haryana. Customer hereby agrees to service of process in accordance with the rules of such courts.

(e) Entire Agreement; Modifications. Except as expressly provided herein, this Agreement (specifically including any terms incorporated herein by reference) and each Order Form executed in connection herewith constitutes the entire Agreement between the parties with respect to the license of the Software and delivery of hosting or Support and Maintenance Services, if applicable. Except as expressly provided herein, this Agreement supersedes and cancels all previous written and oral agreements and communications relating the subject matter of this Agreement. Except as expressly provided herein, this Agreement may be amended only by a writing executed by both parties. In the event of a conflict between the terms and conditions of this Agreement and an Order Form, the more specific terms of the Order Form, if applicable, shall prevail. Without limiting the foregoing, the terms and conditions of this Agreement and the Order Form govern in the event of any conflict with a purchase order, if use of a purchase order is required by Customer. For avoidance of doubt, each Order Form executed by Customer that references this EULA by the effective date set forth above is incorporated herein by reference.

(f) Illegality. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

(g) Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(h) Assignment. This Agreement is non-assignable unless the other party consents, which consent shall not be unreasonably withheld. Either party may assign this Agreement, without the consent of the other party, to a successor in interest in the event of a merger, acquisition or re-organization. Any action or conduct in violation of the foregoing shall be void and without effect.

(i) Notice. Any and all notices or other information to be given by one of the parties to the other shall be in writing and delivered (i) by electronic mail to Customer at the email address on the applicable Order Form and to Company at notices@thb.co.in; with a copy to arunshukla@thb.co.in, or akansh@thb.co.in (subject line: Notice under End User License Agreement), or (ii) by certified mail (receipt requested), or hand delivery to the other party to the address set forth on the applicable Order Form. Such notices shall be deemed to have been received on the first business day following the day of such delivery. The address of either party may be changed at any time by giving ten (10) business days prior written notice to the other party in accordance with the foregoing.

(j) Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting Company's intellectual property rights in Software or the Confidential Information of either party may cause irreparable injury to such party for which monetary damages would not be an adequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.