

## END USER LICENSE AGREEMENT FOR AUTOMATIONEDGE F3 RPA BOT (FREE VERSION)

This End-User License Agreement (“Agreement”) is a legally binding agreement between you (hereinafter referred to as “You” or “Licensee”) and AutomationEdge’s applicable Contracting Entity (defined hereinafter) for applicable region (hereinafter referred to as “AutomationEdge”) for the Free Subscription Services titled “Automation Edge F3 RPA BOT” and associated media and documentation in written or electronic form whether distributed along with the Free Subscription Services (defined hereinafter) or available separately.

You must carefully read and understand the terms and conditions of this Agreement before using or accessing the Free Subscription Services (defined hereinafter).

This Agreement along with the Privacy Policy and all other regulations and applicable laws including local laws of the country or region in which you reside and/or in which you access and/or use govern your access and use of the Free Subscription Services (defined hereinafter).

This Agreement may be presented to You in various forms including without limitation in printed form, as a text displayed in the Website of AutomationEdge’s applicable Contracting Entity or, Website of Automation Edge while you request for the Free Subscription Services (defined hereinafter) and thereafter when your request is accepted/approved by AutomationEdge, in its sole discretion. By opening, accessing or otherwise using the Free Subscription Services (defined hereinafter), You are consenting to be bound by the terms and conditions of this Agreement. If You do not agree to the terms and conditions of this Agreement, you shall not open, access or otherwise use the Free Subscription Services (defined hereinafter). In case of an organization, You represent and warrant that You have the authority to legally bind your Organization under this Agreement and that Your Organization will be bound by the obligations and restrictions of this Agreement. If You do not agree to be bound by these terms and conditions, or do not have the authority to bind your Organization to this Agreement, then you shall not open, access or otherwise use the Free Subscription Services (defined hereinafter).

This document, if accepted digitally, is an electronic record under the terms of applicable laws and Rules and is deemed electronically executed on opening, accessing or using the Free Subscription Services (defined hereinafter) and is legally binding between the Parties and does not require any physical or digital signatures.

In the event a copy of this Agreement is provided, please sign and return a copy of this Agreement.

### **A. DEFINITIONS**

In this Agreement, unless the context otherwise admits, the following words and expressions shall have the meaning assigned to them hereunder:

**1. “Compatible Computer”** shall mean a Computer with the recommended operating system and hardware configuration as stated in the description provided by AutomationEdge as well as the Documentations accompanying the Free Subscription Services.

**2. “Computer”** means a virtual or physical device that accepts information in digital or similar form and manipulates it for specific result based on a sequence of instructions.

**3. “Contracting Entity”** means the following AutomationEdge contracting entities for respective territory:

**Sl. No. Contracting Entity Territory**

1. AutomationEdge Technologies Inc North America, Central America and South America  
EMEA (Europe, Middle East and Africa)
2. AutomationEdge Technologies Pvt. Ltd. Asia-Pacific or Asia Pacific

**3. “Documentation”** shall mean all printed, typewritten, electronic or other materials, including without limitation, installation and usage instructions, operating system requirements, user manuals and support guides accompanying the Subscription Services.

**4. “Intellectual Property”** shall mean any works, know-how, methods, charts, reports, algorithms, software, hardware, firmware, representations, creations and inventions which have been protected, in the process of being protected, or capable of being protected as patents, copyrights, trade marks, trade secrets, designs or any other forms of intellectual property.

**5. “Permitted Number”** shall mean the number of Robot Agents or Ready Actions that can access and/or use the Free Subscription Services as detailed on AutomationEdge website.

**6. “Free Subscription Services”** shall mean the services offered by AutomationEdge under this Agreement for the platform titled “Automation Edge” which allows for web-based access or on-premise access and the right to use the services offered by AutomationEdge through the platform “Automation Edge” based on the Free Subscription Model provided to You and shall also include the Documentations accompanying the services.

**7. “Free Subscription Model”** shall mean the license model i.e. **AutomationEdge F3 RPA Bot** offered by AutomationEdge to You with respect to the Free Subscription Services. You hereby agree to be bound by the specific terms and conditions of the Free Subscription Model.

**B. GRANT OF FREE LICENSE FOR F3 RPA BOT**

1. The Free Subscription Services licensed herein is protected by copyright laws, international copyright treaties and all other applicable rules and regulations. The Free Subscription Services are licensed and not sold to You. The rights granted under this license are detailed in Clause B (2) of this Agreement. Any rights that are not expressly granted to You hereunder are reserved by AutomationEdge.

2. Subject to the full and timely adherence to all terms and conditions included herein, AutomationEdge, in its sole discretion, hereby grants You a non-exclusive, non-transferable, free of cost, limited right to access and use the Free Subscription Services for Permitted Number on Compatible Computer(s) as detailed on the Automation Edge Website in a manner consistent with its Documentations and in accordance with the Free Subscription Model provided to You, without a Purchase Order and without any charge solely for evaluation or such other purpose as permitted by AutomationEdge.

3. You hereby agree to be bound by this terms and conditions as well as any specific terms and conditions related to the Free Subscription Services as provided on the webpage of Automation Edge and/or as notified to you from time to time.

4. Notwithstanding any other provisions of this Agreement, You understand that Free Subscription Services is provided to You on "As Is" basis and Automation Edge does not provide you with any warranties or representations either express or implied, whatsoever, for the Free Subscription Services.

5. You hereby agree and accept that the Free Subscription Services will be provided to you in the sole discretion of AutomationEdge and AutomationEdge shall have the sole right to deny the distribution of Free Subscription Services to any user or company. You hereby agree and accept that you shall not object to the decision of AutomationEdge, which shall be binding upon You.

6. You understand and agree that under this Agreement, You shall not, either directly or indirectly or through any third-party:

i. distribute or publish copies of the Free Subscription Services and Documentations or any component thereof;

ii. modify, adapt, translate, reverse engineer, decompile, disassemble, or use any methods to derive source code or create any derivative work based on the Free Subscription Services;

iii. rent, license, assign, transfer, time share, host, lend, sublicense, distribute or lease the Free Subscription Services to any third party;

iv. provide a third party with the results of any functional evaluation or performance tests;

v. transfer or sub-license this license to any third party. You shall not permit a third party other than your employees or staff to use the Free Subscription Services for monetary benefits without the prior consent of AutomationEdge;

vi. circumvent or provide a method to circumvent any technological protection measures incorporated with the Free Subscription Services;

vii. use the Free Subscription Services in any manner that is not expressly mentioned in this Agreement or the Documentations;

viii. remove, obscure or alter AutomationEdge's copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Free Subscription Services or the Documentations accompanying the Free Subscription Services;

ix. engage in facilitating any unethical, deceptive or illegal practices using the Free Subscription Services;

x. interfere with or disrupt the integrity or performance of the Free Subscription Services;

xi. send or store any infringing, obscene, threatening, libellous, or otherwise unlawful material via Free Subscription Services; and

xii. use any component of the Free Subscription Services separately from the services offered to You.

7. You understand and agree that this Agreement is applicable only to the Free subscription services of AutomationEdge F3 RPA Bot, in the manner as mentioned in this Agreement. In the event You wish to obtain any other products and/or services of AutomationEdge, then the license terms (including other terms) of such other products and/or services shall be governed by a separate End-User License Agreement entered between You and AutomationEdge.

### **C. SUPPORT**

Unless otherwise agreed between the Parties in writing, You understand that AutomationEdge will only be liable to provide limited support services to You with respect to access and use of the Free Subscription Services. The details of the support offered by AutomationEdge are described in the support policy provided on the Automation Edge Website. You understand and agree that AutomationEdge shall have the sole right and authority to modify and review the support policy without notifying You and your continued use of the Free Subscription Services indicates your agreement to the modified support policy. In the event any specific support services are required by You, the Parties may enter into a mutual Service Level Agreement on mutual terms relating to such services and the cost/fees for such support services, as decided by AutomationEdge, in its sole discretion, will be specified in the Service Level Agreement.

### **D. INTELLECTUAL PROPERTY:**

This Agreement is for the licensed use and access to the Free Subscription Services and is not an agreement for sale of the Subscription Services. You acknowledge that no ownership rights are being conveyed to You under this Agreement. All right, title and interest, including all Intellectual Property rights in the Free Subscription Services and the accompanying Documentations shall solely and exclusively vest with AutomationEdge. Nothing contained in this Agreement shall be interpreted to mean any transfer of ownership in the Free Subscription Services or accompanying Documentations from AutomationEdge to You. Further, You understand and agree that all right, title and interest in any and all suggestions, requests or feedbacks provided by You to AutomationEdge under this Agreement shall be the sole and exclusive property of AutomationEdge.

### **E. CONFIDENTIALITY:**

1. The term Confidential Information used in this Agreement shall mean all information howsoever furnished or supplied or caused to be furnished or supplied by AutomationEdge or obtained or received by You from AutomationEdge in oral, written, electronic or any other form including but not limited to information which is of a technical, commercial, legal or financial nature and shall include without limitation codes, methods, designs, patterns, specification, systems, know how, processes, ideas, inventions, documentations, compilations, plans, presentations, data and any other information provided by AutomationEdge to You. Confidential Information shall not include:

- a) The Information which is in the Public domain or comes into the public domain otherwise than by your unauthorized disclosure; or
- b) The Information, which was already known to You and has been received from a source other than AutomationEdge; or

c) The Information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it.

2. You shall, neither during the term of this Agreement nor for a period of five years thereafter, disclose any confidential information to any third party without the express permission of AutomationEdge. You may disclose the Confidential Information to your officers, employees or agents provided such persons are bound by instruments of confidentiality at least as stringent as this Agreement.

3. You hereby agree to promptly notify AutomationEdge of any unauthorized use or disclosure of the Free Subscription Services or Confidential Information of AutomationEdge by any third party. Further, if You are required by law to disclose any of AutomationEdge' Confidential Information, You will not disclose the Confidential Information without providing AutomationEdge with advance written notice to allow AutomationEdge to seek protective order against such disclosure.

#### **F. LIMITATION OF LIABILITIES:**

IN NO EVENT SHALL AUTOMATIONEDGE, ITS RESPECTIVE PARENT OR AFFILIATE COMPANIES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE UNDER ANY CLAIM FOR TORT, STRICT LIABILITY, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPURTUNITES AND INFORMATION, BUSINESS INTERRUPTION, BREACH OF CONTRACT, OR BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESSEABLE OR NOT.

#### **G. INDEMNITY**

You hereby agree to indemnify, defend and hold AutomationEdge harmless from and against any and all damages, liabilities, costs and expenses, including reasonable attorney fees and expenses (collectively "Losses") resulting from third party claims, demands and causes of action (Collectively "Claims") arising out of, incident to or resulting directly or indirectly from:

I. A breach of your representations, warranties, covenants, agreements and obligations under this Agreement; or

II. Your negligence or wilful misconduct.

III. Any unauthorized use of the Free Subscription Services;

#### **H. TERM AND TERMINATION**

1. This Agreement shall come into force on your acceptance of the same in accordance with the Recitals and shall continue to be in force for the free subscription term mentioned on AutomationEdge website, unless terminated in accordance with this Agreement.

2. AutomationEdge may terminate this Agreement (a) without providing any notice, if You violate or infringe the Intellectual Property rights of AutomationEdge in any manner whatsoever; (b) after providing a notice of fifteen days if You are in breach of any provisions of this Agreement and fail to correct such breach within the said period of fifteen days; and (c) after providing a notice of 6 (six) months , in its sole discretion, without assigning any reason whatsoever.

3. In the event of termination of this Agreement by AutomationEdge in accordance with Clause 2(a) and/or Clause 2(b) above, You hereby agree that You shall be liable to pay damages to AutomationEdge for the losses suffered by AutomationEdge due to your violation/infringement of Intellectual Property rights of AutomationEdge and/or breach of any provisions of this Agreement, as the case may be.

4. Upon termination on this Agreement all rights and licenses granted to You under this Agreement will terminate and You shall immediately stop using the Free Subscription Services in any manner whatsoever.

## **I. PRIVACY POLICY**

AutomationEdge may collect some of your personal information and data while installing and/or using the Free Subscription Services. All information and data collected by AutomationEdge shall be protected under the Privacy Policy of AutomationEdge. You may read AutomationEdge' Privacy Policy by visiting the Privacy document. All right, title and interest in all data provided by You shall solely and exclusively vest with You and nothing contained in this Agreement shall be interpreted to mean transfer of any such rights to AutomationEdge. AutomationEdge will use your data only as necessary for functioning of the Services, and for providing Services, or for matters related to the Services. You are responsible for complying with all legal and contractual requirements, including applicable privacy laws and regulations relating to the data provided to AutomationEdge.

## **J. ASSIGNMENT**

You shall not transfer, assign, grant or license the licensed rights under this Agreement to any third party.

## **K. NO WAIVER**

Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested with AutomationEdge under or pursuant to this Agreement shall constitute a waiver by AutomationEdge of that or any other right, power, or remedy.

## **L. SEVERABILITY:**

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

## **M. NOTICE:**

All notices, requests, demands and other communications to AutomationEdge hereunder must be in writing and must be sent to the postal addresses or email address(es) provided by AutomationEdge in its website. All notices to You may be sent to the email address provided by You at the time of registration or by any other means at the sole discretion of AutomationEdge.

## **N. GOVERNING LAW, JURISDICTION AND ARBITRATION**

1. This Agreement shall be governed, interpreted and construed in accordance with the applicable laws in force based on the incorporation and/or operation of the Parties as follows:

**a.** In India, if the parties to the Agreement are incorporated under the laws in force in India and are subject to the exclusive jurisdiction of the courts at Mumbai, India.

**b.** In the State of Delaware, United States, if the parties to the Agreement are incorporated and/or operating within North America, Central America and/or South America (Clients in the Americas) and are subject to the exclusive jurisdiction of the courts in Delaware.

**c.** In England and Wales, if the parties to the Agreement are incorporated and/or operating within United Kingdom and Europe and are subject to exclusive jurisdiction of the courts in England and Wales.

**d.** In Singapore, if the parties to the Agreement are incorporated and/or operating within Middle East, Africa, APAC, Oceania, Australia, China, Japan and other Asia-Pacific countries not specifically mentioned herein and are subject to the exclusive jurisdiction of the courts in Singapore.

For all other regions not specifically mentioned above, this Agreement shall be governed, interpreted and construed in accordance with the applicable laws in force in Singapore, and is subject to the exclusive jurisdiction of the courts of Singapore.

2. Any and all disputes under this Agreement shall be referred to a sole Arbitrator, who shall be mutually appointed by the Parties. However, if the Parties are unable to mutually appoint an Arbitrator, such arbitrator shall be appointed by the court having jurisdiction to the applicable region as agreed in this Agreement and more specifically provided in Clause Q (1) as per the applicable Arbitration Laws of the places having exclusive jurisdiction in Clause Q (1). The venue of the arbitration shall be the places having exclusive jurisdiction for the applicable region as provided in Clause Q (1). The proceedings of the arbitration shall be in English. The parties hereby agree that the Arbitrator's award shall be binding on the Parties. The Arbitration proceedings shall be governed by the Arbitration Laws of the places having exclusive jurisdiction in Clause Q (1). All costs of such arbitration shall be borne equally between the Parties.

## **O. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties in relation to this subject matter and supersedes all prior agreements and understandings whether oral or written.

**You acknowledge that You have read and understood this Agreement and You out of your free will, unconditionally accept to be bound by the same.**