

END USER LICENSE AGREEMENT

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 Subscription Services titled “Automation Edge” and associated media and documentation in written or electronic form whether distributed along with the 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 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 Subscription Services (defined hereinafter). This Agreement may be presented to You in various forms including without limitation in printed form along with the Purchase Order (defined hereinafter), as a text display in the Website of AutomationEdge applicable Contracting Entity, Website of AutomationEdge or Website of BMC or Website of Salesforce AppExchange or while accessing the Subscription Services (defined hereinafter). By opening, accessing or otherwise using the 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 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 Subscription Services (defined hereinafter).

In the event a copy of this Agreement is provided along with the Purchase Order (defined hereinafter), 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 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

4. **“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
5. **“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.
6. **“Permitted Number”** shall mean the number of computers or servers or number of tickets or adapters or users that can access and/or use the Subscription Services as detailed in the Purchase Order as well as the applicable Subscription Model.

7. **“Purchase Order”** shall mean the signed order form placed by You in the format provided by AutomationEdge, that is subject to the terms of this Agreement and that identifies the particulars of License granted or the Subscription Services availed by You and the applicable fees to be paid by You.
8. **“Subscription Services”** shall mean the services offered by AutomationEdge under this Agreement for the platform titled “AutomationEdge” which allows for web-based access or on-premise access and the right to use the services offered by AutomationEdge through the platform “AutomationEdge” based on the Subscription Model purchased by You and shall also include the Documentations accompanying the services.
9. **“Software”** “means software as detailed and documentation for the applicable software, including applicable test materials, build environment and operation guides which shall be downloaded in the computer systems of Licensee, in order to use the Services, to be provided by Automation Edge to Licensee.
10. **“Subscription Model(s)”** shall mean and include the different license models offered by AutomationEdge to You with respect to the Subscription Services. You hereby agree to be bound by the specific terms and conditions of the Subscription Model(s).

B. GRANT OF LICENSE

1. The Subscription Services licensed herein is protected by copyright laws, international copyright treaties and all other applicable rules and regulations. The 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 payment of the applicable license fees as indicated on your Purchase Order and full and timely adherence to all terms and conditions included herein, AutomationEdge hereby grants You a non-exclusive, non-transferable, limited right to access and use the Subscription Services for Permitted Number on Compatible Computer(s) as detailed in the Purchase Order in a manner consistent with its Documentations and other applicable limitations as agreed by the Parties in writing and in accordance with the Subscription Model purchased by Licensee.

3. You understand and agree that under this Agreement:

- i. You shall not distribute or publish copies of the Subscription Services and Documentations or any component thereof;
- ii. You shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or use any methods to derive source code or create any derivative work based on the Subscription Services;
- iii. You shall not rent, license, assign, transfer, time share, host, lend, sublicense, distribute or lease the Subscription Services to any third party;
- iv. You shall not provide a third party with the results of any functional evaluation or performance tests related to Subscription Services;
- v. You shall not 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 Subscription Services for monetary benefits without the prior consent of AutomationEdge;
- vi. You shall not circumvent or provide a method to circumvent any technological protection measures incorporated with the Subscription Services;
- vii. You are not allowed to use the Subscription Services in any manner that is not expressly mentioned in this Agreement or the Documentations;
- viii. You shall not remove, obscure or alter AutomationEdge's copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Subscription Services or the Documentations accompanying the Subscription Services;
- ix. You will not engage in facilitating any unethical, deceptive or illegal practices using the Subscription Services;
- x. You shall not interfere with or disrupt the integrity or performance of the Subscription Services;
- xi. You shall not send or store any infringing, obscene, threatening, libellous, or otherwise unlawful material via Subscription Services; and
- xii. You shall not use any component of the Subscription Services separately from the services offered to You.
- xiii. If requested by AutomationEdge, You agree to provide AutomationEdge with periodic Subscription Services usage reports. These reports shall be generated from specific Subscription Services when available or, alternatively, prepared in written

form, whether manually or electronically, detailing the Licensee's usage of the Subscription Services.

C. EVALUATION VERSION:

1. AutomationEdge, may provide You with non-transferable, limited access to the Subscription Services without a Purchase Order and without any charge solely for evaluation purposes for a period of thirty (30) days from the date of acceptance of this Agreement or till AutomationEdge accepting a valid Purchase Order from You, whichever is earlier. In the event, You are using the evaluation version of the Subscription Services, You hereby agree to be bound by this terms and conditions as well as any specific terms and conditions related to the evaluation version of the Subscription Services as provided in the trial registration webpage of AutomationEdge.
2. You agree and understand that any data entered by You or any actions performed by You using the evaluation Subscription Services will be permanently lost on expiry of thirty days from the date of acceptance of this Agreement.
3. Notwithstanding any other provisions of this Agreement, You understand that the evaluation version of the Subscription Services is provided to You "As Is" and without any warranties or representations whatsoever.

D. FEES AND PAYMENT TERMS:

1. In consideration to the rights granted hereunder, You hereby agree to pay to the AutomationEdge the license fees as detailed on your Purchase Order (the "Subscription Fees"), and the same shall be valid for period of 1 year. All fees must be paid in advance. You acknowledge that the license fees paid by You is non-refundable. AutomationEdge provides demonstrations of the Subscription Services, You may access and use the evaluation version of Subscription Services to ensure that the Subscription Services fits your need before purchasing. All payments shall be made in the currency(ies) specified in the Purchase Order. You shall be responsible for paying all local and state taxes, value added taxes and other taxes and duties payable in connection with this Agreement.

2. It is hereby agreed declared and confirmed by the AutomationEdge that Licensee shall deduct the applicable tax at source (“**TDS**”) at the time of making the payment or before the credit of the Subscription Fees, whichever is earlier, subject to the provisions of the Income-tax Act, 1961 and/or the Central Goods and Service Tax Act, 2017 and the provisions of the relevant states’ Goods and Service Tax Act (“**GST Acts**”) and/or any applicable taxation law at the time being in force (“**Tax Laws**”).
3. AutomationEdge shall ensure compliance with invoicing and filing requirements as stipulated under the Tax Laws. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess payment or revision in prices or for any other reason under the Contract shall be submitted to Licensee, as per GST provisions.
4. In the event of any mis-match in the GST input credit to be availed by Licensee and/or the invoice raised by Service Provider not being compliant with applicable GST provisions and/or not filed under GST returns on the GSTN portal, and/or any other GST non-compliant act by Service Provider, due to which Licensee may have to reverse the availed GST Input credit or Licensee may not be eligible to avail the input credit because of non-availability of GST input credit (of the invoice raised) on the GSTN portal or Licensee has to suffer from any rating downgrade under GST system on GSTN portal, Licensee, at its sole discretion shall be entitled to set off suspend or hold the payment of such Invoice(s).
5. In case any amount payable by the Service Provider to the credit of Central Government is not paid and is recovered by the tax authorities from Licensee out of the money due to Service Provider, the dues of the Service Provider shall be considered to have been discharged by Licensee and such amount shall be recoverable by Licensee from Service Provider.
6. AutomationEdge hereby agrees to indemnify, keep indemnified and hold harmless Licensee against any loss, damage, demand, action, dispute, claim, cost, charge, and expense of any nature suffered or sustained by Licensee due to all past, present and future claims and demands relating to or arising out of a claim of competent authority on account of any act or omission on the part of the Service Provider due to any non-compliance and/or non-payment and/or incorrect payment and/or incorrect declaration of Tax Laws in any manner whatsoever.

E. SUPPORT

Unless otherwise agreed between the Parties in writing, AutomationEdge will be liable to provide support services to Licensee with respect to access and use of the Subscription

Services. The details of the support offered by AutomationEdge are described in the support policy provided on the AutomationEdge Website (<https://support.automationedge.com/portal/en/home>). 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 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.

F. INTELLECTUAL PROPERTY:

This Agreement is for the licensed use and access to the 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 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 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.

G. 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 one Party ("Discloser") or obtained or received by other Party ("Recipient") from the Discloser 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 Discloser to Recipient which is expressly marked or identified as confidential. Confidential Information shall also include Personal Information and any third-party confidential information disclosed by the Discloser to the Recipient.
2. 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 Recipient and has been received from a source other than Discloser ; 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.
 - d) The information which has already been developed, or is hereafter independently acquired or developed, by Recipient without violating any provision of this Agreement
3. Recipient shall, neither during the term of this Agreement nor for a period of five years thereafter, disclose any confidential information to any third party except as expressly permitted under this Agreement. Recipient may disclose the Confidential Information to their officers, employees or agents provided such persons are bound by instruments of confidentiality at least as stringent as this Agreement.
 4. Recipient hereby agree to promptly notify the Discloser of any unauthorized use or disclosure of the Subscription Services or Confidential Information by any third party. Further, if the Recipient is required by law under an order/notification of a competent court or to disclose any of Confidential Information, the Recipient will not disclose the Confidential Information without providing the Discloser with advance written notice to allow Recipient to seek protective order against such disclosure unless the Recipient was not able to provide such notice due to imminent threat of penalty, sanction, contempt or other violation of applicable laws.

H. **WARRANTIES:**

The Parties represent and warrant to each other the following:

1. **Limited Warranty:** Subject to other terms and conditions of this Agreement, AutomationEdge warrant to You that the Subscription Services will perform substantially in accordance with the corresponding Documentation when used on a Compatible Computer in accordance with the manner specified in Documentation. This limited warranty is void if failure of the Subscription Services is the result of accident, negligence, misapplication or use in violation of terms of this Agreement or Documentations.

2. **Remedies:** AutomationEdge's entire liability and your exclusive remedy under the limited warranty provided in clause H (1) shall be limited to the repair, or replacement of the Subscription Services or if repair or replacement is not practicable at AutomationEdge sole determination, Subscription Fee shall be refunded to You for the relevant year under the Purchase Order.
3. Except as otherwise agreed in the Agreement and the IT Services Agreement, while AutomationEdge routinely tests the Subscription Services using reasonable methods to confirm its adherence to relevant compliance and industry standards from time to time, AutomationEdge makes no representations or warranties that the Subscription Services conforms to any particular standards or will continue to conform to the industry standards as it operates. You have the sole responsibility to ensure that the Subscription Services is used in a manner consistent with the applicable legal, security or compliance standards in your line of business.
4. The limited warranty provided in clause H (1) and any statutory warranty or remedy that cannot be excluded or limited under law are the only warranties and exclusive remedies applicable to the subscription services. Automationedge does not represent or warrant that the subscription services will meet your requirements or that the operations of the subscription services will be uninterrupted or error free to the maximum extent permitted by law the subscription services are provided "as is" without any warranty. Except as otherwise agreed in the Agreement and the IT Services Agreement all express and implied warranties, conditions and representations including but not limited to warranties related to performance, quality, security, non-infringement of third party rights, integration, merchantability, fitness for a particular purpose, non-interference, accuracy are hereby expressly disclaimed by Automationedge.

I. LIMITATION OF LIABILITIES:

In no event shall either Party, its respective parent or affiliate, companies or any of their respective directors, officers, employees or agents, shall be liable under any claim for tort, strict liability, lost profits, lost revenues, lost business oppurtunites and information, business interruption, breach of contract. Such Party Except for fraud and/or wilful misconduct, the

Parties 's cumulative liability for all losses, claims, suits, breaches, or damages for any cause arising out of or related to this Agreement which shall not exceed Subscription Fees as stated in the Purchase Order in immediately preceding twelve (12) months.

J. INDEMNITY:

1. Parties hereby agree to indemnify, defend and hold the other Party 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, incidental to or resulting directly from:
 - I. A breach of applicable laws and Confidentiality; or
 - II. Any act of negligence or wilful misconduct
2. You hereby agree to indemnify, defend and hold AutomationEdge harmless from and against any Losses resulting from any Claims arising out of, incident to or resulting directly or indirectly from the breach of terms of Grant of License as set out in Clause B.
3. To the extent same being solely and directly attributable to AutomationEdge, it shall defend, indemnify and hold harmless you and your respective assigns, officers, directors and employees from and against any Losses relating to or arising out of any third party claim that the Software, any portion thereof, or the use thereof, infringes or violates any Intellectual Property Right.. However, Licensee agrees that the AutomationEdge shall not be liable for any claims of infringement arising from (a) combination of the deliverable with any hardware, software, data, or other materials not provided and approved by the AutomationEdge; or (b) the AutomationEdge' s compliance with Licensee' s specifications, information, designs or requirements; or (c) Licensee' s use of deliverables for purposes other than those specified under applicable Purchase Order or for any illegal purpose; or (d) Licensee' s failure to comply with the AutomationEdge' s instructions related to deliverables (e) Licensee' s or User' s use of the Software not in accordance with the EULA

K. 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 subscription term mentioned in the Purchase Order and during the renewed period upon renewal of Subscription Services for the term

mentioned in the Purchase Order of renewal, unless terminated in accordance with this Agreement.

2. Parties may terminate this Agreement (a) after providing notice in writing of 30 days, if fail to pay any applicable license fees as mentioned in the Purchase Order for more than a period of fifteen days; (b) without providing any notice, if You violate or infringe the Intellectual Property rights of AutomationEdge in any manner whatsoever; (c) 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 (d) after providing a notice of thirty days without assigning any reason whatsoever.
3. You may terminate this Agreement at your convenience after providing a thirty (30) days' written notice to AutomationEdge regarding your intention to terminate this Agreement without assigning any reasons.
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 Subscription Services in any manner whatsoever.

L. PRIVACY POLICY

AutomationEdge may collect some of your personal information and data while installing and/or using the 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.

M. BUSINESS CONINUITY

Parties may have back-up of the data shared with the other party in case of any loss of data during the term of this Agreement. Further, upon termination or expiry of this Agreement, all the data shared by the Parties shall be either returned or destroyed, and AutomationEdge shall certify compliance of the same with data purging certificate.

N. SURVIVAL

Any clause under this Agreement which by its nature requires survival of the termination or expiry of this Agreement, shall survive.

O. ASSIGNMENT

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

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.