

End-User License Agreement ("EULA")

IMPORTANT: THIS IS A LIMITED LICENSE-TO-USE SALE, NOT A SOFTWARE SALE

Last updated: 01-Apr-2016

Effective date: As per Commercial Invoice

Please read this End-User License Agreement ("EULA") carefully before clicking the "I Agree" button during installation of, downloading or using any Application Software ("Application") developed and marketed by Geecon Global Limited, London, UK (herewith referred as "Geecon" or "Principal")

By clicking the "I Agree" button, downloading, installing or using the Application, you are agreeing to be bound by the terms and conditions of this EULA.

If you do not agree to the terms of this EULA, do not click on the "I Agree" button and do not download, install or use the Application License Principal grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for the use of the business entity named in the invoice for such license, for business purposes strictly in accordance with the terms of this EULA. The license grants you express permission to install just one single instance of the Application on a single server, virtual server or cloud facility accessible either over your private LAN or WAN or through a secure VPN or a mobile device, only for as many users as limited to in Principal's commercial invoice.

LICENSE TO USE THE SOFTWARE: The Software is licensed to You, not sold to You. You must lawfully acquire the Software from Us, or Our authorized resellers. Otherwise You don't have a right to use the Software. You may only purchase and/or download the Software from Principal's or its authorized reseller's store, eStore, or website that is located in the country in which you hold legal residency. This EULA does not apply to any Software installed on a hardware partition, blade, or terminal server, or in any other virtualization environment (collectively "Virtualization Environment"). You may not allow the Software to be accessed, operated, or viewed from, or installed or uploaded to, other computers through a network connection. A separate license agreement must be entered into with Principal to obtain the right to use the Software for a Virtualization Environment, network connections or volume

purchases. You agree that if the Software requires mandatory activation or email validation, you will complete the process providing Principal with accurate information. Your use of the Software is suspended until You complete the activation and/or registration process. The Software may include digital images, stock photographs, clip art, fonts, sounds or other artistic works ("Stock Files"). The responsibilities and restrictions relating to the Software apply to the Stock Files. Principal reserves all rights not expressly granted to You in this EULA.

BUSINESS USERS ONLY: Owing to the nature of application, Principal allows usage of the software only for business purposes limited by the terms enlisted in this EULA. As such, You agree to maintain records, systems and/or procedures that accurately record the number of copies of the Software that have been acquired and installed on Your Computers and will keep the records for ten (10) years from the date of Your license to use the Software ends. Principal may conduct an audit (remotely or at Your facility) of records and systems from Your business, to verify that Your installation of the Software conforms with a valid license from Principal. Principal will not conduct more than one (1) audit per year. If the audit results find that Your use does not conform to a valid license, then You will immediately obtain a valid license for the Software.

YOUR RESPONSIBILITIES WHILE USING THE SOFTWARE: With regard to Your Use of the Software under this EULA, you have certain responsibilities. The Software may include product activation and other technology designed to prevent unauthorized use and copying. You may not sell, rent, lease, resell, or loan the Software. If You purchase the Software as a gift to a third person, the third person must accept the terms of this EULA before using the Software. You may not reverse engineer, decompile or disassemble the Software. While We own Our Software, You own and are responsible for the content ("Content") that You create or have created for You resulting from the use of Our Software

(including any add-ons or plug-ins to Our Software that You create or have created for You). You agree

that, in connection with Your use of the Software, You are responsible for the direct and/or indirect consequences of any of the (a) Content You create and (b) third party content that You may receive, upload, use or modify in creating Your Content, especially in situations where You share Your Content with third parties such as suppliers or channel partners. Principal can neither monitor nor control what third party entities do with Your content that You share. You are responsible for independently verifying the accuracy and completeness of Your content (e.g. any technical illustrations or diagrams for operation guides, parts catalogues, schematics, writing diagrams, assembly instructions, maintenance manuals, specification sheets, architectural presentations or other materials You create and/or modify using Our Software). You may not modify or create derivative works based upon the Software. You represent and warrant to Us that You will comply with all applicable laws and regulations impacting Your use of the Software including data protection and privacy laws. You agree that You will not use the Software in a way that is unlawful or that violates the rights of a third party. If We get sued or a claim is brought against Us by a third party due to (a) Your actions, (b) Your failure to act when required, or (c) Your content, then You agree to defend, indemnify and hold Principal harmless. You may receive updates, bug fixes, feature enhancements or improvements, or other data relating to the Software (collectively "Updates") downloaded to Your computer with a notice describing what is included in the Update and the purpose of the Update. You will have the option to decline the Update, in which case the Software may not perform optimally. In some instances, an Update may be required for functionality of the Software, and You must complete its installation in order to continue use of the Software. In instances where the Software is hosted, installation of such Updates may be automatic.

USER GENERATED FEEDBACK. You have no obligation to provide Principal with ideas, suggestions, documentations and/or proposals for enhancement ("Feedback"). However, if you submit Feedback to Principal, while you retain ownership of such Feedback, you hereby grant Principal a nonexclusive, royalty-free, fully paid, perpetual, irrevocable, transferable, unlimited license under all of your Intellectual Property Rights to use and otherwise exploit your Feedback for any purpose world-wide. Further, by submitting Feedback, you represent and warrant that (i) your Feedback does not contain the confidential or

proprietary information of you or of third parties; (ii) Principal is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) Principal may have something similar to the Feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from Principal for the Feedback under any circumstances. Information gathered from You during the course of a requirement gathering exercise for customization shall also amount to and treated as Feedback.

OUR INTELLECTUAL PROPERTY RIGHTS. The Software is protected by International Intellectual Property laws and treaty provisions. Therefore, You may not distribute the Software without Our permission. If You purchase or download the Software, You may not copy the Software or printed materials accompanying the Software for any purpose. You may however make only one (1) copy of the your System State after first installation of the Software on your Server and/or Upgrade(s) and the Printed Materials or print one (1) copy of any user documentation if You downloaded the Software or You may keep one (1) copy the Software and printed materials (or User Documentation) on a single hard drive. Otherwise, You may not copy the Software or the printed materials accompanying the Software (or print copies of any user documentation if You downloaded the Software) in any other manner whatsoever. You agree that Principal, the Principal logos, and other Principal trademarks, service marks, and graphics are trademarks of Principal (some in India, the United States and/or other countries) or are trademarks of Principal 's partners ("Marks"). You are not granted a right to use Marks without the owner's permission. You will not remove, obscure or alter any proprietary notices affixed to or contained within the Software. You understand and agree that We have the right to stop selling, distributing, servicing or updating the Software (any part of it), and services or offerings at any time.

USAGE AUDITING, PIRACY AND OUR PRIVACY POLICY: Our audit and collection of any of Your data and Your use of the Software is subject to Principal 's Privacy Policy. We may audit Your software usage for anti- piracy purposes, to verify a valid registration, and identify if new Updates are available for Your Computer prior to sending You a notice to install a new Software Update, and to assess Your use of the Software. You consent to the Software sending usage data (e.g., the number of

instances the Software is launched, the device IP address, and/or the version of the Software), for registration, authentication, use and anti-piracy auditing and enforcement purposes. We may also use the usage data for our own internal statistical and analytical purposes, to evaluate and enhance users' experience of the Software by identifying customer preferences and purchasing trends that we may use for marketing purposes and in respect of operations and development.

PRE-COMMERCIAL RELEASE OR BETA SOFTWARE. If the Software You have received or are accessing with this EULA is a pre-commercial release or a beta version, then You understand the Software is pre-release, non-commercial version and does not represent a final product of Principal. The Software may contain bugs, errors and other problems that could cause computer system failures and data loss. **THEREFORE, ALL PRE-RELEASE OR BETA SOFTWARE IS PROVIDED ON AN "AS-IS" BASIS AND PRINCIPAL DISCLAIMS ANY AND ALL WARRANTIES OR LIABILITY TO YOU OF ANY KIND.**

ACADEMIC SOFTWARE. The Software is not available in any Academic Use release and there is no distinction in the EULA terms if it is installed and used for the purposes of education.

EVALUATION SOFTWARE. If the Software is identified as a demonstration, evaluation, trial, "not for sale" ("NFS") or "not for resale" ("NFR") version ("Evaluation Version") in the applicable user documentation You may install and access one (1) copy of the Software only for the purpose of evaluation and/or demonstration. Unless You are authorized by Principal, You may not use Our Software for competitive analysis, or commercial, professional, or other for-profit purposes. You understand that at the end of the evaluation period, You must either stop using the Software or pay for the Software to continue using it. If You fail to pay for it, then Your license terminates. Upon expiration of the evaluation period, You will immediately discontinue use of the Evaluation Version and delete and destroy all electronic copies of the Evaluation Version including, but not limited to, all user documentation that may have been provided as part of the evaluation from Your computer and any other computer devices on which You have installed the Evaluation Version. Any attempt to circumvent any expiration date technology is in violation of this EULA and will

automatically and immediately terminate Your license to use the Evaluation Version.

OEM EDITION PRODUCT. If the Software is identified as an OEM Edition product, You may only use the Software with the intended original computer, software platform, electronic equipment (the "Original Equipment") with which the Software was first bundled.

Restrictions of Use

You agree not to, and you will not permit others to re-license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, decode, alter, extend or otherwise commercially exploit or violate the Copyright of the Application or make the Application available to any other entity that is third party to this EULA.

Modifications to Application

Principal reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application in its current or future versions, or any service to which it connects, with or without notice and without liability to you.

Limitation of Liability

Under no circumstances shall Principal or its affiliates, partners, suppliers or licensors be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with your access or use of or inability to access or use the application and any third-party content and services, whether or not the damages were foreseeable and whether or not Principal was advised of the possibility of such damages. Without limiting the generality of the foregoing, Principal's aggregate liability to you (whether under contract, tort, statute or otherwise) shall not exceed the amount of One Hundred Dollars (USD 100 Only) in case purchase of license has been made for use outside India or Five Thousand Rupees (INR 5000 Only) for user organizations based in India.

Infringement Acknowledgement

Principal does not bundle, unless specifically communicated that way, any other software, utility, database, operating system, or other such third-party product as are commercially sold to end users and which is proprietary to the third party. Such third-party products as may be necessary to install and run the Software are listed under

“Minimum System Requirements” in Principal’s techno-commercial proposal and are to be procured by You; Principal shall not be responsible for any infringement on Your part concerning third-party products.

You and Principal acknowledge and agree that, in the event of a third party claim that the Software or Your possession or use of the Software infringes any third party’s intellectual property rights, You (and not Principal) will be responsible for the investigation, defence, settlement and discharge of any such claim of intellectual property infringement. You will, however, promptly notify Principal in writing of such a claim.

Term and Termination

This EULA shall remain in effect until terminated by You or Principal.

Principal may, in its sole discretion, at any time and for any or no reason, suspend or terminate this EULA with or without prior notice. This EULA will terminate immediately, without prior notice from Principal, in the event that you fail to comply with any provision of this EULA. You may also terminate this EULA by deleting the Application and all copies thereof from your server and all desktop computers, laptops or any other mobile computing

devices.

Upon termination of this EULA, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

Severability

If any provision of this EULA is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this EULA

Principal reserves the right, at its sole discretion, to modify or replace this EULA at any time. If a revision is of material change we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of Principal.

Contact Information

If you have any questions about this EULA, please contact us at: Geecon Global Limited, Level 17, Dashwood House, 69 Old Broad Street, London, EC2M 1QS or email us on support@geeconglobal.com.