

KONNXT PRIVATE LIMITED

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End User License Agreement (“EULA”)

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2. LICENSE LIMITATIONS

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- c) Reverse engineer, decompile, disassemble or otherwise attempt to discover or re-create the source code for the Software;
- d) Modify, adapt, alter, improve or create any derivative works of the Software;
- e) Connect the Software with any other online services or use the Software in conjunction with other software or services not provided by or permitted by Company [in connection with the Company Services];
- f) Remove, circumvent or create or use any workaround to any copy protection or security feature in or relating to the Software; or
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6. INDEMNIFICATION

You will defend, indemnify and hold harmless Company and its affiliates, independent contractors, service providers, suppliers, partners, resellers, distributors and consultants, and their respective directors, officers, employees and agents (collectively, the "Company Parties") from and against any third party claims, suits or actions and any resulting damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to:

- a) Your use of, or inability to use, the Software; or
- b) Your violation of any terms of this Agreement.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF A COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE EXCEED THE COMPENSATION YOU HAVE PAID, IF ANY, TO COMPANY FOR THE SOFTWARE.

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Some jurisdictions do not allow the exclusion or limitation of certain damages. To the extent that those laws apply to this Agreement, the exclusions and limitations set forth above may not apply

8. TERMINATION

Company may terminate this Agreement at any time, with or without cause, immediately upon notice to you. [Company may also discontinue the Company Services with which the Software is used, in which case this Agreement will terminate automatically without notice to you.] You may terminate this Agreement [by cancelling your Company Services account opened in connection with your use of the Software and] deleting all copies of the Software in your possession or control. In the event of the termination of this Agreement for any reason:

- a) The license granted to you in this Agreement will terminate;
- b) Must immediately cease all use of the Software and destroy or erase all copies of the Software in your possession or control; and
- c) Sections 3 (Ownership), 4 (Disclaimers), 5 (Indemnification), 6 (Limitation of Liability), 7 (Termination), 8 (Governing Law; Jurisdiction) and 9 (General) will survive any such termination. [Further, in the event the agreement governing your use of the Company Services with which the Software is used is terminated for any reason, this Agreement will terminate automatically without notice to you.]
- d) In the event the company finds any suspicious activity from your part to have malicious act or intent causing any harm to others either physically or emotionally or physiologically, then it holds all utmost rights to detach you from the software and all its applications and initiate subsequent legal action if necessary.

9. EVALUATION AND FEEDBACK

You will at your own risk and expense use reasonable efforts to provide Company with reasonable information and feedback (including, without limitation, questions, comments, suggestions, or the like) regarding the performance, features, functionality and your overall experience using the Software ("**Feedback**") and will make yourself available to Company on a reasonable basis for this purpose. You will not provide any such Feedback to any third party without Company's prior written consent in each instance. You hereby grant to Company an exclusive, royalty-free, irrevocable, perpetual worldwide right and license to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute any such Feedback without limitation. Further, we will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including, without limitation, developing, making, marketing, distributing and selling products and services incorporating such Feedback. We will have no obligation to consider, use, return or preserve any Feedback you provide to us. Any Feedback you provide to us may or may not be treated confidentially by us, and we will have no obligation or liability to you for the use or disclosure of any Feedback. You should not to expect any compensation of any kind from us with respect to your Feedback.

10. GOVERNING LAW; JURISDICTION

Unless expressly prohibited by local law, this Agreement is governed by the laws of the State of India, without regard to any conflict of law principles to

the contrary. You hereby irrevocably consent to jurisdiction of the state and courts located in India with respect to any proceeding regarding this Agreement or the Software. The 1980 UN Convention for the International Sale of Goods or any successor thereto does not apply to this Agreement. You will not prosecute any action suit, proceeding or claim arising under or by reason of this Agreement or the Software except in such courts.

11. GENERAL

a) **Legal Compliance;** Export Restrictions. You represent and warrant that

- I. You are not located in a country that is subject to a UN embargo, or that has been designated by the Indian government as a “terrorist supporting” country as per Financial Intelligence Unit - India (FIU-IND) Ministry of Finance and UAPA Ministry of Home Affairs; and
- II. You are not listed on any Indian government's list of prohibited or restricted parties. The Software and related technology are subject to applicable Indian export laws and regulations. You must comply with all applicable laws and regulations, including without limitation all applicable India and international export laws and regulations, with respect to the Software and related technology. Without limitation, you may not export, re-export or otherwise transfer the Software or related technology, without a Indian government license:
 - To any person or entity on any United States export control list;
 - To any country subject to a United States sanctions; or
 - For any prohibited end use

b) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement will remain in full force and effect, and the remaining provisions will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force.

c) **Assignment.** You may not assign or otherwise transfer this Agreement, or assign, sublicense or otherwise transfer any of your rights under this Agreement without the prior written consent of Company, and any attempted assignment without such consent will be void.

d) **Advocate's Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable advocate's fees.