

END-USER LICENSE AGREEMENT (EULA) FOR CONCLAIR

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING CONCLAIR.

This End-User License Agreement ("Agreement") is a legal contract between you (hereinafter referred to as "User" or "You") and IVTREE IT Solutions Pvt. Ltd. (hereinafter referred to as "Licensor", "We", "Us" or "Our"), a company organized under the laws of India, for the use of **ConClair** (hereinafter referred to as the "Software"). By installing, copying, or using the Software, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you may not use the Software.

1. License Grant

Subject to the terms and conditions of this Agreement, Licensor grants User a non-exclusive, non-transferable, revocable license to use the Software for contract management purposes in accordance with the following conditions:

2. Permitted Uses

User may use the Software for the following permitted uses:

- a. To create, store, and manage digital copies of contracts and related documents.
- b. To search, retrieve, and view contracts and associated data.
- c. To generate reports and summaries of contract data.
- d. To collaborate with other authorized users on contract-related tasks.
- e. To perform any other functions or features made available by the Software.

3. Restrictions

User agrees to the following restrictions:

- a. User shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software.
- b. User shall not use the Software for any unlawful purpose or in violation of any applicable laws or regulations.
- c. User shall not remove or alter any proprietary notices or labels on the Software.
- d. User shall not share, sell, sublicense, or otherwise transfer the Software or User's license to any third party without prior written consent from Licensor.
- e. User shall not use the Software in any manner that could harm, disable, or otherwise impair the functionality of the Software or interfere with other users' access to the Software.

4. Ownership

User acknowledges that Licensor retains all right, title, and interest in and to the Software, including all intellectual property rights. The structure, organization, and code of the Software are our valuable trade secrets and constitutes our confidential information. You acknowledge and agree that title to the Software and all copies thereof, including all industrial and intellectual property rights

(including the exclusive rights of economic exploitation), copyright, trade secrets and patent rights, are owned by the Licensor and our affiliates. The Software is protected by Applicable Laws, including without limitation copyright laws and international treaty provisions. Except for the rights explicitly granted to you in this EULA, all right, title and interest in the Software are reserved and retained by us, our affiliates, or our licensors. You do not acquire any intellectual property or other rights in the Software as a result of downloading, installing, accessing or using the Software.

5. Updates and Maintenance

- a. Licensor may provide updates, upgrades, or bug fixes to the Software. User agrees that such updates may be automatically downloaded and installed on User's device.
- b. Licensor may, at its sole discretion, provide support and maintenance services for the Software, subject to separate terms and fees if applicable.

6. Third Party Software and Cloud Platform

Third Party Software

The Software may include software developed, owned, or provided by third parties or their licensors (including open source software) (the "Third Party Software"). Use of Third Party Software is governed by separate licenses, as indicated in the license, notice, readme, or other files or notices that we distribute with an Application or the applicable component of the Software. Your license rights with respect to Third Party Software are defined by the applicable Third Party Software license, and nothing in this EULA will restrict, limit, or otherwise affect any rights or obligations you may have, or conditions to which you may be subject under such Third Party Software licenses. You agree to be bound by and subject to the terms and conditions of each applicable Third Party Software license. If you do not agree to be bound by and subject to the terms and conditions of each applicable Third Party Software license, you must terminate this EULA by uninstalling and destroying all copies of the Software that are in your possession or control. If our rights from a licensor of Third Party Software are limited, suspended or terminated for any reason, your rights will also be so limited, suspended or terminated. The distribution of files created by the Software may require that you obtain license rights from third parties, including owners or licensors of certain third party file formats. You are solely responsible for obtaining such licenses and paying any necessary royalties or fees.

Cloud Platform and Services

ConClair may be hosted on Third Party Cloud provider platform viz. Amazon Web Services (AWS).

- a. User acknowledges that the Software relies on AWS services, and AWS's terms of service apply to the use of those services.
- b. User is responsible for any AWS fees or charges incurred as a result of using the Software.

(Refer to <https://aws.amazon.com/legal/> for AWS Legal considerations)

If you do not agree to be bound by and subject to the terms and conditions of each applicable Third Party Cloud Service provider clause, you must terminate this EULA by refraining further access of ConClair.

7. Suggestions

If you elect to provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. For purposes of this EULA, "Suggestions" includes all suggested improvements to the Software that you provide to us or our affiliates.

8. Amendment

We may amend this EULA at any time in our sole discretion by posting the revised terms on our portal (www.conclair.com) or within an update or upgrade of the Software. Your continued use of the Software after the effective date of the amended EULA evidences your agreement to be bound by it. If you do not agree to a change, you must stop using the Software and terminate this EULA.

9. Termination

The term of this EULA begins on the start of the Subscription Period (as set forth in the Sales Quotation for your order) and continues until the earlier of the expiration of the Subscription Period (if applicable) or termination in accordance with the terms of this EULA.

This EULA (including any rights granted to you under this EULA) will immediately and automatically terminate without notice from us if

- a. You fail to make timely payment for the Software and associated Service.
- b. You fail to implement any required security or other updates.
- c. You bring any action against us or our affiliates alleging the infringement of your intellectual property rights or other proprietary rights.
- d. Licensor may terminate this Agreement without notice if User breaches any of its terms.

Upon termination, User shall cease all use of the Software and destroy all copies of the Software and associated materials in User's possession as instructed by us.

10. Warranty Disclaimer

- a. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
- b. Licensor does not warrant that the Software will be uninterrupted or error-free.

11. Limitation of Liability

- a. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY USER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM USER'S USE OF THE SOFTWARE.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Bangalore, India.

13. Entire Agreement

This Agreement constitutes the entire agreement between User and Licensor regarding the Software and supersedes all prior agreements and understandings, whether oral or written.

By installing or using ConClair, User acknowledges that they have read, understood, and agree to be bound by this Agreement.

If you have any questions or concerns about this Agreement, please contact Licensor at:

IVTREE IT Solutions Pvt. Ltd.

Akshay Tech Park, 72-73 EPIP Zone

Whitefield, Bangalore 560066, IN

info@ivtree.com

+91 7899134877

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