END USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR USING THIS SOFTWARE, ALL OR ANY PORTION OF THIS SOFTWARE, YOU (HEREINAFTER "CUSTOMER") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH WILL BIND YOU. THE TERMS OF THIS LICENSE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY CLAUSE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTATION TO YOU AND YOU MUST DISCONTINUE THE INSTALLATION PROCESS NOW, AND PROMPTLY RETURN THE SOFTWARE AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED THE SOFTWARE.

1. Definitions.

- 1.1 **"Stellar"** means Stellar Information Technology Pvt. Ltd., having its registered office at 205, Skipper Corner, 88, Nehru Place, New Delhi, India 110019.
- 1.2 **"Compatible Computer"** means a Computer with the recommended operating system and hardware configuration as stated in the Documentation.
- 1.3 **"Computer"** means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.
- 1.4 **"Customer"** means you and any legal entity that obtained the Software and on whose behalf it is used; for example, and as applicable, your employer.
- 1.5 **"Permitted Number"** means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by Stellar.
- 1.6 "Software" means (a) all of the information with which this agreement is provided, including but not limited to: (i) all software files and other computer information; (ii) any proprietary scripting logic embedded within exported file formats (iii)images, sounds, clip art, video and other works bundled with Stellar software or made available by Stellar on Stellar's website for use with the Stellar software and not obtained from Stellar through a separate service (unless otherwise noted within that service) or from another party ("Content Files"); (iv) related explanatory written materials and files ("Documentation"); and (v) any modified versions and copies of, and upgrades, updates, and additions to, such information, provided to Customer by Stellar at any time, to the extent not provided under separate terms (collectively, "Updates").

2. LICENSE GRANT; PROPRIETARY RIGHTS

Right to use the Software: Subject to the terms and conditions of this Agreement, Stellar grants Customer a non-exclusive, non-transferable right, revocable and limited license to access and use the Software and Documentation on a single computer or workstation in a single location for your personal purposes (if you are a consumer) or your internal business purposes (if you are a business user) subject to the terms stated below. Customer must use the Technician License if using the software to provide professional or paid service to a third party (individual or company) and / or for any commercial purposes.

SINGLE USER LICENSE. The term means a SOFTWARE that may be installed and used only by a single USER on a single computer at any one time. Consequently, the SOFTWARE must not be installed, displayed, shared or used concurrently from the computer or on distinct computers. Single User License is granted to customer who is using STANDARD, PROFESSIONAL, PREMIUM or CORPORATE Edition of the Software.

MULTIPLE USER LICENSE. The term means a SOFTWARE that may be installed and used by a specified number of USERS representing an equivalent number of computers. The SOFTWARE must not be installed, displayed, shared or used from or on a number of computers greater than the number of workstations authorized. Multiple User License are associated with Technician & Toolkit Edition of the Software. MAXIMUM Installation and usage limit of this License in on 3 Computers.

3. LICENSE TYPES

- 3.1 **Evaluation Software/Trial version**: The Software is provided with or without License key which can be downloaded for free from Stellar's website. The Software may only be installed and used on Permitted Number of Compatible Computers during the License Term for demonstration, evaluation, and training purposes only. Evaluation Software or Trial version of the Software may be freely distributed, if the distribution package is not modified. No person or company may charge a fee for the distribution of trial version without written permission from the copyright holder.
- 3.2 **Subscription License**: For the Software available on a subscription-basis ("Subscription License"), Customer may install and use the Subscription License only on the Permitted Number of Compatible Computer during the License Term Period. Subject to the Permitted Number of Computers for the Subscription License, Customer agrees that Stellar may change the type of Software (such as specific components, versions, platforms, languages, etc.) included in the Subscription License at any time and shall not be liable to the Customer whatsoever for such change. Ongoing access to a Subscription License requires a recurring Internet connection to activate, renew, and validate the license. If Stellar does not receive the recurring subscription payment or cannot validate

the license periodically, then the Software may become inactive without additional notice until Stellar receives the payment or validates the license.

3.3 **Lifetime License**: Once registered, user is granted an exclusive license to use the Software for maximum period of 10 years on the same computer with same configuration and operating system which is compatible with the software. If the computer hardware or software is changed during the lifetime of the license which is not compatible with the original purchased version; then user may need to additionally purchase the upgraded version of the software.

4. **SOFTWARE SUPPORT**.

Support will only be provided to only license customer for a period of 1 Year from the date of purchase. Queries regarding the installation and use of the software should be submitted by e-mail which get responded usually within 24 Business Hours.

Free Technical Support is provided for 1 Year from the date of purchase, if your license term is greater than 1 year then you may avail Technical Support by paying additional fee applicable at that time. Paid support can be purchased for Lifetime License only upto a maximum period of next 2 years. Stellar will not assist customers for any support request related to the Software after 3 years from the purchase of the software.

5. INTELLECTUAL PROPERTY OWNERSHIP.

The Software and any authorized copies that Customer makes are the intellectual property of and are owned by Stellar. The structure, organization, and source code of the Software are the valuable trade secrets and confidential information of Stellar Information Technology Pvt. Ltd. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant Customer any intellectual property rights in the Software. All rights not expressly granted are reserved by Stellar.

6. **RESTRICTIONS & REQUIREMENTS**.

- 6.1 <u>Proprietary Notices.</u> Any permitted copy of the Software (including without limitation Documentation) that Customer makes must contain the same copyright and other proprietary notices that appear on or in the Software.
- 6.2 <u>Use Obligations.</u> Customer agrees that it will not use the Software other than as permitted by this agreement and that it will not use the Software in a manner



inconsistent with its design or Documentation.

- 6.3 <u>No Modifications</u>. Customer shall not modify, adapt, tamper with, translate or create Derivative Works of the Software or the Documentation; combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions or other features similar to those of the Software to compete with Stellar; except with Stellar's prior written permission, publish any performance or benchmark tests or analysis relating to the Software;
- 6.4 <u>No Reverse Engineering.</u> Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software.
- 6.5 <u>No Unbundling.</u> The Software may include various applications and components, may allow access to different Stellar Online Channels, may support multiple platforms and languages, and may be provided to Customer on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Customer as a single product to be used as a single product on Computers as permitted herein. Unless otherwise permitted in the Documentation, Customer is not required to install all component parts of the Software, but Customer shall not unbundle the component parts of the Software for use on different Computers.
- 6.6 Customer will not remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights notices, seal or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices in all copies Company makes of the Software and Documentation;
- 6.7 Customer will not run or operate the Software in a cloud, Internet-based computing or similar on-demand computing environment unless Company's Grant Letter or the applicable Product Entitlement Definitions specifically allows the use.
- 6.8 <u>No Transfer.</u> Customer will not rent, lease, sell, sublicense, assign, or transfer its rights in the software (including without limitation, software obtained through a web download), or authorize any portion of the software to be copied onto another individual or legal entity's computer except as may be expressly permitted herein.

7. **COPYRIGHT/OWNERSHIP**.

Customer acknowledges that all intellectual property rights in the Software and the Documentation anywhere in the world belong to, or are Licensed to Stellar. The rights granted to you in the Software are licensed (not sold), and you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with



the terms of this License. The Software, its source code and Documentation are proprietary products of Stellar Information Technology Pvt. Ltd. ("Stellar") to provide the License and are protected by copyright and other intellectual property laws. Stellar shall at all times retain all rights, title, interest, including intellectual property rights, in the Software or Documentation.

8. WARRANTIES.

The licensed software (excluding the media on which it is distributed) and all Stellar related websites and services are provided to licensee 'AS IS' and "AS AVAILABLE," and Stellar and its suppliers and licensors make NO WARRANTY as to their use or performance. Stellar and its suppliers and licensors make NO WARRANTIES OR REPRESENTATIONS (express or implied, whether by statute, common law, custom, usage, or otherwise) as to any matter including without limitation to quality, availability, performance or functionality of the licensed software or any related Stellar websites or services; quality or accuracy of any information obtained from or available through use of the licensed software or related Stellar websites or services; any representation or warranty that the use of the licensed software or any related Stellar websites or services will be uninterrupted or always available (whether due to internet failure or otherwise), error-free, free of viruses or other harmful components or operate on or with any particular hardware, platform or software; non-infringement of third-party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose, except for, and only to the extent, that a warranty may not be excluded or limited by applicable law in licensee's jurisdiction.

9. **DATA PROTECTION.**

You understand that by using the Licensed Software, you consent and agree to the collection and use of certain information about you and your use of the Licensed Software in accordance with Stellar's Privacy Policy. You further consent and agree that Stellar may collect, use, transmit, process and maintain information related to your Account, and any devices or computers registered thereunder, for purposes of providing the Licensed Software, and any features therein, to you. Information collected by Stellar when you use the Licensed Software may also include technical or diagnostic information related to your use that may be used by Stellar to support, improve and enhance Stellar's products and services. For more information please read our full privacy policy at "https://www.stellarinfo.com", on the section Privacy Policy. You further understand and agree that this information may be transferred to the United



States, India and/or other countries for storage, processing and use by Stellar, its affiliates, and/or their service providers. You hereby agree and consent to Stellar's and its partners' and licensors' collection, use, transmission, processing and maintenance of such location and account data to provide and improve such features or services.

10. INTERNET CONNECTIVITY & PRIVACY.

- 10.1 Automatic Connections to the Internet. The Software may cause Customer's Computer, without notice, to automatically connect to the Internet and to communicate with Stellar website or Stellar domain for purposes such as license validation and providing Customer with additional information, features, or functionality. Unless otherwise specified in Sections 10.2 through 10.5, the following provisions apply to all automatic Internet connections by the Software:
 - 10.1.1 Whenever the Software makes an Internet connection and communicates with a Stellar website, whether automatically or due to explicit user request, the Privacy Policy shall apply. Stellar Privacy Policy allows tracking of website visits and it addresses in detail the topic of tracking and use of cookies, web beacons, and similar devices.
 - 10.1.2 Whenever the Software connects to Stellar over the Internet, certain Customer information is collected and transmitted by the Software to Stellar pursuant to the Stellar Online Privacy Policy available at <u>https://www.stellarinfo.com/</u> under Privacy Policy section.
 - 10.1.3 If Customer accesses Stellar Online Service or activates or registers the Software, then additional information such as Customer's ID, user name, and password may be transmitted to and stored by Stellar pursuant to the Privacy Policy and additional terms of use related to such Stellar Online Service.
 - 10.1.4 Stellar, unless barred under applicable law, may (a) send Customer transactional messages to facilitate the Stellar Online Service or the activation or registration of the Software or Stellar Online Service, or (b) deliver in-product marketing to provide information about the Software and other Stellar products and Services using information including but not limited to platform version, version of the Software, license status, and language.
- 10.2 **Updating.** The Software may cause Customer's Computer, without additional notice, to automatically connect to the Internet (intermittently or on a regular basis) to (a) check for Updates that are available for download to and installation on the Computer and (b) notify Stellar of the results of installation attempts.
- 10.3 **Activation.** The Software may require Customer to (a) obtain Stellar Software Activation Key, (b) activate or reactivate the Software, (c) register the software, or (d) validate the Ownership. Such requirement may cause Customer's Computer to connect to the

Internet without notice on install, on launch, and on a regular basis thereafter. Once connected, the Software will collect and transmit information to Stellar. Software or Customer may also receive information from Stellar related to Customer's license, subscription, or Ownership. Stellar may use such information to detect or prevent fraudulent or unauthorized use not in accordance with a valid license, subscription, or Ownership. Failure to activate or register the Software, validate the subscription or Ownership, or a determination by Stellar of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription or Ownership.

- 10.4 **Use of Online Services.** The Software may cause Customer's Computer, without additional notice and on an intermittent or regular basis, to automatically connect to the Internet to facilitate Customer's access to content and services that are provided by Stellar or third parties. In addition, the Software may, without additional notice, automatically connect to the Internet to update downloadable materials from these online services so as to provide immediate availability of these services even when Customer is offline.
- 10.5 **Digital Certificates**. The Software uses digital certificates to help Customer identify downloaded files (e.g., applications and/or content) and the publishers of those files. For example, Stellar uses digital certificates to help Customer identify the publisher of Stellar applications. Customer's Computer may connect to the Internet at the time of validation of a digital certificate.

11. LIMITATION OF LIABILITY

In no event shall Stellar or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software product or the provision of or failure to provide support services, even if Stellar has been advised of the possibility of such damages. In any case, Stellar's entire liability under any provision shall be limited to the amount actually paid by you for the software product or a sum of US Dollars Five whichever is higher.

12. **TERMINATION**

If Customer breaches this EULA, and fails to cure any breach within 30 calendar days after request from Stellar, Stellar may terminate this EULA, whereupon all rights granted to Customer shall immediately cease including but not limited to the license granted to



the customer to use the software which shall also stand revoked. Furthermore, upon termination, Customer shall return to Stellar all copies of the Licensed Software, or verify in writing that all copies of the Licensed Software have been destroyed and failure of the customer to do so would entitle Stellar to sue for relief in equity and damages.

13. JURISDICTION AND LAW

- 13.1 This EULA is subject to, and will be governed by and construed in accordance with the substantive laws applicable to the state of Delhi (India). Courts at Delhi, India alone shall have the jurisdiction to entertain any dispute arising out of the terms and conditions of this EULA and you consent to such jurisdiction of the courts at Delhi, India.
- 13.2 This EULA will not be governed by the conflict of law rules of any jurisdiction, or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

14. **GENERAL**

- 14.1 This License is the complete statement of the agreement between the parties on the subject matter and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements.
- 14.2 The exclusions of warranties and liability limitations shall survive the termination of this EULA, howsoever caused; but this survival shall not imply or create any continued right to use the Licensed Software after termination of this EULA.
- 14.3 Licensee shall not ship, transfer, or export Licensed Software into any country or use Licensed Software in any manner prohibited by the applicable export control laws, notably where applicable, the United States Export Administration Act, restrictions, or regulations (collectively the 'Export Laws'.) All rights to use the Licensed Software are granted on condition that Licensee complies with the Export Laws, and all such rights are forfeited if Licensee fails to comply with the Export Laws.
- 14.4 Stellar reserves all rights not expressly granted to Licensee by this EULA All rights are reserved under the copyright laws of India and/or of other countries, to Stellar Information Technology Pvt Ltd, having its registered office at 205, Skipper Corner, 88, Nehru Place, New Delhi, India 110019.



- 14.5 There are no third party beneficiaries of any promises, obligations or representations made by Stellar herein.
- 14.6 Any waiver by Stellar of any violation of this License by you shall not constitute nor contribute to a waiver by Stellar of any other or future violation of the same provision or any other provision of this License.
- 14.7 This EULA constitutes the entire agreement between you and Stellar and it supersedes all prior or contemporaneous representations, discussions, undertakings, communications, agreements, arrangements, advertisements, and understandings regulating the Licensed Software. This EULA is binding on and made for the benefit of the parties and their successors and permitted assigns.
- 14.8 This EULA may only be modified, supplemented or amended by a writing signed by an authorized officer of Stellar.

Copyright © Stellar Information Technology Private Limited. All rights reserved.