SOFTWARE LICENSE AGREEMENT

*Please read the agreement carefully before clicking "I Agree" button, for using the Software.

This Software License Agreement (the **"Agreement"**) is effective from the date when the Licensee started using the software

The agreement is entered with Opstree Labs Pvt. Ltd. (the **"Licensor"**) a company registered under the Companies Act, 2013, with its office located at 402B, Tower 1, Panchsheel Wellington, Crossing Republik, Ghaziabad, Uttar Pradesh 201010.

AND: The **"Licensee"**, an individual OR a company registered under Companies Act, 1956/2013 who is agreeing with the terms & conditions mentioned in this agreement.

WHEREAS the Licensor owns **"Buildpiper"** (the **"Software"**) and wishes to grant the license to use and operate the Software to the Licensee, and the Licensee agrees to take the said license from the Licensor upon the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual agreement contained in this Agreement, the Parties hereto agree on the terms and conditions as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply throughout this Agreement unless otherwise stated:

a. **"Agreement"** means this Software Licensing Agreement or License and any amendment made thereto from time to time by the Parties hereto.

b. **"Software"** refers to **"Builpiper"** as specified in <u>Schedule- A</u>

c. **"Confidential Information"** means all confidential, scientific, technical, financial, business, Source Code and other information, all manufacturing, marketing, sales, and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings;

d. **"Documentation"** means written, printed, or otherwise recorded or stored (digital or paper) material relating to Software and Source Code, including technical specifications and instructions for its use, including Source Code annotations and other descriptions of the principles of operation of the Source Code and tools and instructions for its use.

e. **"Source Code"** means the computer programming Source Code form of the Software in the form provided by the Licensor, and includes all the non-third-party executables, libraries, components, and Documentation created or used in the creation, development, maintenance, and support of the Software, as well as all updates, Error corrections and revisions thereto provided by the Licensor, all provided by the Licensor for use, in whole or in part, either by itself or in development of Derivate Works.

f. **"Derivative Works"** means work developed by the Licensee, its officers, agents, contractors, or employees.

g. **"Statement of Work"** shall mean a statement of work or SOW or Schedule A executed between Parties, setting forth the nature of the Services to be performed by Licensor, and the responsibilities and delivery

schedule, therefore. The Parties may execute Statements of Work from time to time under this Agreement, and each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein.

h. **"Expiry Date"** shall mean the date of termination or expiry of the license.

2. GRANT OF LICENSE

2.1 The Licensor hereunder grants to Licensee a non-exclusive, non-transferable, and non-assignable license to use and operate the software.

2.2 The Licensor shall hereunder provide the Source Code and all other Software-related information to the Licensee and the Licensee is not allowed to modify the said Software, its Source Code, or change its name and logo at any time.

2.3 It is agreed between the parties that the Licensee may use the Software in executable format for its own use.

2.4 The Licensee may not, however, transfer or sublicense the Software to any third party, in whole or in part, in any form, whether modified or unmodified, without the consent of the Licensor.

3. DELIVERABLES
3.1 The Licensor shall hand over the Software with respective/required controls, to the Licensee in order to be used and operated by the Licensee, promptly after the receipt of the purchase order or export license.

4. LICENSE FEE

4.1 Invoices. Licensor will invoice the Licensee against the Product as per the Statement of Work. Payment of any invoice is due within 30 days of receipt of such invoice by Licensee. Overdue invoices are subject to the lower of i) two percent (2%) per month monthly compounded interest charge, or ii) the maximum interest rate allowed by law; provided that Licensor has provided Licensee with written notice of a past due invoice and that Licensee has not either paid such invoice or disputed such invoice within fifteen (15) days of the date of receipt of such notice by Licensor. As a nonexclusive remedy, Licensor may also suspend its continuing performance under the applicable Statement of Work if any overdue amounts have not been paid or disputed by Licensee within such fifteen (15) days after the date of receipt of notice by Licensor of the late payment.

4.2 Taxes: Licensee shall be responsible for any charges related to GST, use tax or any values added or similar taxes as applicable on all Services.

4.3 Licensed Fess: The Total Licensed Fees shall be payable in accordance with Statement of Work or Schedule A.

6. REPRESENTATIONS AND WARRANTIES OF LICENSOR

6.1 The Licensor hereby represents and warrants that the license granted hereunder to the Licensee has been granted on a non-exclusive basis.

6.2 The Licensor represents and warrants that the Software and services shall be provided in a professional manner in accordance with industry practices.

6.3 This Agreement shall not prevent the Licensor from entering into similar agreements with third parties or from independently developing, using, selling, or licensing documentation, products, and/or services that are similar to those provided under this Agreement.

6.4 The Licensor warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

6.5 The Licensor represents and warrants that it is the exclusive owner of all intellectual property with regard to the Software (including the Source Code) and has good and marketable title to the Software (including the Source Code) free and clear of all liens, claims, and encumbrances of any nature whatsoever (collectively, "Liens").

7. OBLIGATIONS OF LICENSEE

7.1 The Source Code is intended for the use of the Licensee for the purpose of this agreement. The Licensee has no right hereunder to compile such Source Code in the form provided hereunder by the Licensor to the Licensee and distribute the resulting unmodified Licensor Software.

7.2 The licensee does not have the right to distribute or Copy the Source Code, whether modified or unmodified during the term of this Agreement or any time after the expiry of this Agreement. In case the licensee is found copying or infringing the Intellectual Property related to Source Code hereto, the licensee will be solely liable for any cost/damage to the Licensor and/or court proceedings may also be initiated.

7.3 The Licensee shall take reasonable steps to prevent unauthorized access to the Software, including, without limitation, by protecting its passwords and other log-in information. The Licensee shall notify the Licensor immediately of any known or suspected unauthorized use of the Licensor's Software or breach of its security and shall use best efforts to stop said breach.

8. OWNERSHIP

8.1 **Software and Source Code:** Except for the rights granted to the Licensee herein, all rights, title, copyright, patent, and interest in the Software, Source Code, Software Modifications, and Error corrections will be and remain the property of the Licensor.

8.2 The original and any copies of the Software, made by Licensee, including translations, compilations, partial copies, modifications, and updates, are and will be the whole and sole property of the Licensor.

9 PROPRIETARY RIGHTS

9.1 Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software, Documentation, and Specifications are and shall remain the property of the Licensor and nothing in this Agreement should be constructed as transferring any aspects of such rights to Licensee or any third party.

10. CONFIDENTIALITY

10.1 **Confidential Information:** "Confidential Information" shall mean the Software, Documentation, Specifications, and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential information and agrees that it shall not reveal or disclose any Confidential information for any purpose to any person, firm, corporation other entity, other than Licensee's Derivative Works with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its Derivate Works of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by the Licensor, to prevent any unauthorized disclosure, copying, or use of the Confidential Information. Licensee acknowledges and agrees that in the event of the Licensee's breach of this agreement, Licensor will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at

law. Accordingly, Licensor shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy Licensor may have.

10.2 **Unauthorized Disclosure:** Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential information, or any other breach of these confidential obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

11. TERM AND TERMINATION

11.1 **Term**: This Agreement will commence on the Effective Date and continue in full force, unless terminated in accordance with Clause11.2 or 11.3 herein.

11.2 **Breach**: Licensor may terminate this Agreement and the License, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of any breach by the Licensee of this Agreement which cannot be remedied within 10 days after the Licensor's notice to the Licensee of the breach and Licensor' intent to terminate the License.
The Licensor shall terminate this Agreement with immediate effect if the Licensee:
  a. Discloses information relating to the Licensor or the Software Product that jeopardize the business interests of the Licensor;
  b. Commits any act or omission that has the effect of diminishing the value of the Software Product;
  c. Commits any act or omission that permits any third party to develop or duplicate the Software product.

11.3 **Remedy:** Licensee may terminate the License, without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within 30 days of the Licensee's notice to the Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts which are due and payable or which Licensee has agreed to pay.

11.4 **Termination for Convenience**- Either party may terminate this License Agreement or any part of it at any time for any appropriate reason by at least giving sixty (60) days prior written notice.

11.5 **Obligations on Termination:** In the event of termination or expiry of this Agreement, the Licensee can use the software till the expiry date of the License. In the event of termination or expiry of this Agreement, the process of decommissioning will be initiated by the Licensor and will be completed by the expiry date of the License. After the termination or expiry of this Agreement, if the Licensee wants to further extend the License period, then the minimum extension will be of 1 month and it will be billable to the Licensee. Any such extension must be informed in writing to the Licensor before the expiry date of the License.

Further, after the termination or expiry, the Licensee will furnish to Licensor a certificate which certifies with respect to the Software that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of the Software have been destroyed. Clauses 8, 9, 11.4, and 12.2 hereof shall survive any termination of this Agreement.

12. MAINTENANCE SUPPORT AND WARRANTY

12.1 **The Licensor will provide support for "BuildPiper Product" issues only based on the following SLA definitions. This should cover the following 3 parameters as mentioned below:**

Priority	Acknowledgment Time	Turn Around Time	Description
P0	30 Minutes	1 Business Day	P0 issues mean the complete BuildPiper is down and the whole application is rendered unusable and a workaround is not available.
P1	4 Hours	5 Business Days (1 week)	P1 issues mean when a major functionality of the product has issues (eg. CI/CD functionality is not working), however, a workaround is available.
P2	8 Hours	Monthly Releases	P2 issues mean when a major functionality of the product is having issues and we are not able to use it at its optimum level.

12.2 **Warranty Disclaimer:** THE WARRANTY SET FORTH IN THIS CLAUSE 12 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY THE LICENSOR. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED. LICENSOR'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, OR PERFORMANCE OF THE SOFTWARE. THE PARTIES AGREE THAT THE SOFTWARE'S FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS SHALL NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE ENTIRE RISK OF THE SOFTWARE'S QUALITY AND PERFORMANCE IS WITH THE LICENSEE.

13. INDEMNITY

13.1 **Indemnification:** Licensor hereby indemnifies Licensee against any claim that the Software, furnishes and used within the scope of this agreement, infringes any Indian registered copyright or patent, provided that: (a) Licensor is given prompt notice of the claim; (b) Licensor is given immediate and complete control the defense and/or settlement; (c) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (d) the alleged infringement is not based upon the use of the Software in a manner prohibited under this agreement, in a manner for which the Software was not designed, or in a manner not in accordance with the Specifications.

13.2 **Altered Version:** Licensor shall have no liability for any claim of infringement based on (a) the use of a suspended or altered version of the Software if the infringement would have been avoided by the use of a current or unaltered version of the software which Licensor made available to Licensee, or (b) the combination, operation or use of the Software with software, hardware or other materials not furnished by Licensor.

13.3 **Injunction:** If a final injunction is obtained against the use of any part of the Software by reason of infringement of Indian registered copyright or patent, Licensor will, at its option and expenses, either (a) procure for

Licensee the right to continue to use the Software; or (b) modify the software so that it becomes non-infringing.

13.4 **Infringement:** Licensee hereby indemnifies Licensor against any claim for (1) alleged infringement of any Indian registered copyright or patent, arising out of the use of the Software by Licensee in any manner prohibited by this Agreement and (2) any claim related to or arising out of a financial transaction brought by any third party based on the use of the Software.

14. LIMITATION OF LIABILITY

14.1 **Limitation:** LICENSOR LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID IN THE PRIOR THREE MONTHS HEREUNDER BY LICENSEE TO LICENSOR. IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS, OR INTERRUPTION OF BUSINESS, HOWEVER, CAUSED OR ON ANY THEORY OF LIABILITY.

14.2 **Force Majeure:** Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunication failure, acts of God, or any other cause beyond its reasonable control.

15. NOTICES

15.1 Unless otherwise agreed by the parties, all notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page of this agreement or by an email on the official address of the authorized representative of the Licensor. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the other party by email or by registered post.

16. SUCCESSORS

16.1 This Agreement will be binding upon and will insure to the benefit of the parties hereto and their respective representatives, successors, and assigns except as otherwise provided herein.

17. SEVERABILITY

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. GOVERNING LAW

18.1 This Agreement shall be governed and interpreted by the laws of India. The courts of Delhi shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

However, any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation, or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.

19. NON-ASSIGNMENT

19.1 This Agreement and the license granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of the Licensor.

20. EXPORT REGULATIONS

20.1 Licensee agrees to indemnify and hold Licensor harmless from any loss, damages, liability, or expenses incurred by Licensor as a result of Licensee's failure to comply with any export regulations or restrictions.

21. ENTIRE AGREEMENT

21.1 This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, discussions, and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or Licensor's order acknowledgment forms.

22. Licensee may be subject to additional terms and conditions that apply when Licensee use other services, which the Licensor will provide to Licensee at the time of such use.

23. Contact Us: If you have any questions about this Agreement, You can contact Us:

- By visiting this page on our website: www.buildpiper.io
- By sending us an email: legal@opstree.com