STANDARD CONTRACT

This Standard Contract ("Agreement") is between you ("you" or "Customer") and the publisher **("SRTEKBOX/Publisher")** from which you are procuring Offerings (defined below) and governs your use of Offerings purchased through either Microsoft AppSource or Azure Marketplace (collectively, "Marketplace").

This Agreement is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous agreements. By agreeing to these terms, you represent and warrant that you have the authority to accept this Agreement, and you also agree to be bound by its terms. This Agreement applies to all Orders entered into under this Agreement. Capitalized terms have the meanings given under "Definitions."

1. License Grant

1.1.   Offerings are licensed and not sold. Upon acceptance of an Order, and subject to Customer's compliance with this Agreement, Publisher grants the Customer a non-exclusive, revocable, non-transferable, non-sublicensable and limited license to use the ordered Offerings. These licenses are solely for Customer's own use and business purposes and are non-transferable except as expressly permitted under this Agreement or applicable law.

Offerings may contain or be provided with components that are subject to open-source software licenses. Any use of those components may be subject to additional terms and conditions and Customer agrees that any applicable licenses governing the use of the components will be incorporated by reference in this Agreement.

1.2. Term Period

Duration of Licenses. Subscriptions expire at the conclusion of the specified subscription period outlined in the Order, unless renewed.

1.3. Authorized Users

Customer is responsible for managing access to and utilization of the Offerings by Authorized Users. Any use of the Offerings that violates the terms of this Agreement is the responsibility and liability of the Customer. **"Authorized Users"** will be the employees of the Customer, who will have access to the Offerings.

1.4. Reservation of Rights

Publisher retains all rights not explicitly conferred in this Agreement. Offerings are safeguarded by copyright, intellectual property laws, and international treaties. No rights are granted or implied through waiver or estoppel. Access or use of Offerings on a device does not confer any right to implement Publisher's patents or other intellectual property in the device itself or in any other software or devices. The Offerings remain the sole and exclusive intellectual property rights of the Publisher.

1.5. Restrictions

Except as expressly permitted in this Agreement, Documentation or an Order, Customer must not (and is not licensed to):

    a. copy, modify, reverse engineer, decompile, or disassemble any Offering, or attempt to do so;

    b. install or use any third-party software or technology in any way that would subject Publisher's intellectual property or technology to any other license terms;

    c. work around any technical limitations in an Offering or restrictions in Documentation;

    d. separate and run parts of an Offering on more than one device;

    e. upgrade or downgrade parts of an Offering at different times;

    f. use an Offering for any unlawful purpose;

    g. transfer parts of an Offering separately; or

    h. distribute, sublicense, rent, lease, or lend any Offerings, in whole or in part, or use them to offer hosting services to a third party.

1.6. Feedback.

Any Feedback provided is voluntary, and the Customer grants the Publisher a non-exclusive license, without charge to make, use, modify, distribute, and commercialize the Feedback as part of any of the Publisher's products and services, whether in whole or in part, without regard to whether the Feedback is marked or designated as confidential by the provider.

2. PRIVACY

2.1 **Personal Data.** Customer consents to the processing of Personal Data by Publisher, and their respective agents and Subcontractors, as provided in this Agreement. Before providing Personal Data to Publisher, Customer will obtain all required consents from third parties (including Customer's contacts, partners, distributors, administrators, and employees) under applicable privacy and Data Protection Laws.

2.2 **Processing of Personal Data; GDPR**. To the extent Publisher is a processor or sub processor of Personal Data subject to the GDPR, the Standard Contractual Clauses govern that processing and the parties also agree to the following terms in this subsection ("Processing of Personal Data; GDPR"):

    a. **Processor and Controller Roles and Responsibilities.** Customer and Publisher agree that Customer is the controller of Personal Data and Publisher is the processor of such data, except when (a) Customer acts as a processor of Personal Data, in which case Publisher is a sub processor or (b) stated otherwise in any Offering-specific terms. Publisher will process Personal Data only on documented instructions from Customer. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Publisher that Customer's instructions, including appointment of Processor as a processor or sub processor, have been authorized by the relevant controller.

    b. **Processing Details.** The parties acknowledge and agree that:

        i. the subject-matter of the processing is limited to Personal Data within the scope of the GDPR;

        ii. the duration of the processing will be for the duration of the Customer's right to use the Offering and until all Personal Data is

deleted or returned in accordance with Customer instructions or the terms of this Agreement;

    iii. the nature and purpose of the processing will be to provide the Offering pursuant to this Agreement;

    iv. the types of Personal Data processed by the Offering include those expressly identified in Article 4 of the GDPR; and

    v. the categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers, and other data subjects whose Personal Data is contained within any data made available to Publisher by Customer.

c. **Data Subject Rights; Assistance with Requests.** Publisher will make information available to Customer in a manner consistent with the functionality of the Offering and Publisher's role as a processor of Personal Data of data subjects and the ability to fulfill data subject requests to exercise their rights under the GDPR. Publisher will comply with reasonable requests by Customer to assist with Customer's response to such a data subject request. If Publisher receives a request from Customer's data subject to exercise one or more of its rights under the GDPR in connection with an Offering for which Publisher is a data processor or sub processor, Publisher will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Offering. Publisher will comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

d. **Use of Sub processors.** Customer consents to Publisher using the sub processors listed at the applicable Publisher URL or as otherwise communicated to Customer. Publisher remains responsible for its sub processors' compliance with the obligations herein. Publisher may update its list of sub processors from time to time, by providing Customer at least 14 days' notice before providing any new sub processor with access to Personal Data. If Customer does not approve of any such changes, Customer may terminate any subscription for the affected Offering without penalty by

providing, prior to expiration of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.

e. **Records of Processing Activities.** Publisher will maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Customer, make them available to Customer upon request.

2.4 Security.

The Publisher commits to implementing necessary security measures mandated by Data Protection Laws and consistent with recognized industry standards for data security.

Support Data. The Publisher retains the right to gather and utilize Support Data internally for the purpose of delivering technical support for the Offering. The use of Support Data for any alternative purpose is prohibited unless expressly agreed upon in writing by both parties.

3. CONFIDENTIALITY

3.1 Non-Disclosure Agreement. The involved parties shall handle all confidential information exchanged under this Agreement in compliance with a distinct nondisclosure agreement ("NDA") executed between them. In the absence of a separate NDA, the following provisions govern the parties' confidential information exchange.

3.2 Definition of Confidential Information. "Confidential Information" refers to non-public information marked as "confidential" or reasonably understood as such. This includes, but is not limited to, Customer Data, Support Data, the terms of this Agreement, and Customer's account authentication credentials. Excluded from Confidential Information are details that: (1) become publicly available without breaching confidentiality obligations; (2) the receiving party lawfully obtains from another source without a confidentiality obligation; (3) is independently developed; or (4) constitutes volunteered comments or suggestions about the other party's business, products, or services.

3.3 Safeguarding Confidential Information. Each party shall take reasonable measures to protect the other's Confidential Information and utilize it solely for the purposes of their business relationship. Disclosure of Confidential Information to third parties is prohibited, except to Representatives, and only on a need-to-know basis under nondisclosure obligations at least

as protective as this Agreement. Each party is accountable for its Representatives' use of Confidential Information and must promptly notify the other party in case of any unauthorized use or disclosure.

3.4 Lawful Disclosure Requirement. A party may disclose the other's Confidential Information if compelled by law, provided that it notifies the other party (if legally permissible) to allow seeking a protective order.

3.5 Duration of Confidentiality Obligation. These obligations endure: (1) for Customer Data until deletion by Publisher; and (2) for all other Confidential Information, for a period of five years following receipt of the Confidential Information.

4. **SERVICE LEVEL AGREEMENTS**. Publisher may present additional availability and support commitments for an Offering. Such service level agreement ("SLA") shall be accessible from the applicable URL for the SLA or as otherwise conveyed to Customer.

5. **VERIFICATION OF COMPLIANCE**

5.1 Compliance Verification

Customer is required to maintain meticulous records pertaining to the usage or distribution of Offerings by itself and its Affiliates. At the expense of the Publisher, verification of Customer's and its Affiliates' compliance with this Agreement may be initiated. This verification process can be conducted either by instructing an independent auditor, bound by nondisclosure obligations, to carry out an audit, or by requesting Customer to complete a self-audit. In response to such verification requests, Customer must promptly furnish any information and documents reasonably requested by the Publisher or the auditor, with regards to the verification and access to systems running the Offerings. In instances where the verification or self-audit uncovers any instances of unlicensed use, Customer is obligated to procure sufficient licenses to cover the duration of such unlicensed use. Audits may be conducted at a frequency deemed necessary by the auditors and/or regulators of the respective parties, focusing on books and records associated with this Agreement. All expenses related to such audits shall be borne by the party conducting the audit. Information and reports concerning the verification process will be treated as Confidential Information, deployed solely for the purpose of confirming compliance.

5.2 Audit Assistance

Upon request, the Publisher commits to providing Customer with all requisite information to facilitate an audit, demonstrating compliance with the General Data Protection Regulation (GDPR) provisions for processing Personal Data. Customer may choose to initiate an audit by submitting a security questionnaire or self-attestation, ensuring a comprehensive examination of adherence to GDPR requirements.

6. REPRESENTATIONS AND WARRANTIES

6.1 Publishers continuously represents and warrants that:

- It possesses complete rights and authority to engage in, fulfil, and confer the rights outlined in this Agreement.
- Its performance will not breach any agreement or obligation with any third party.
- The Offering will substantially adhere to the provided Documentation.
- The Offering will not:
  a. Infringe or violate any third-party patents, copyrights, trademarks, trade secrets, or other proprietary rights to the best of the Publisher's knowledge.
  b. Contain viruses or malicious code that may compromise or infect products, services, software, or Customer's network or systems.
- While executing under this Agreement, the Publisher will adhere to the Applicable law, encompassing Data Protection Laws and Anti-Corruption Laws, and will conduct training for its employees regarding Anti-Corruption Laws.

6.2 Disclaimer:

With the exception of explicitly stated terms in this Agreement, the Offering is provided on an as-is basis. To the fullest extent permissible by law, the Publisher disclaims all other warranties, whether express, implied, statutory, or otherwise, including merchantability or fitness for a specific purpose. This disclaimer encompasses warranties arising from a course of dealing, usage, or trade practice, or course of performance.

7. DEFENSE OF THIRD-PARTY CLAIMS

7.1. Customer's Defense:

Customer is obligated to safeguard Publisher and its Affiliates by undertaking the defense against any third-party claims, actions, suits, or proceedings arising from Customer's or any authorized user's infringement of this Agreement or user terms,

collectively referred to as "Claims Against Publisher." In the event of such claims, Customer assumes the responsibility to indemnify Publisher and its Affiliates for reasonable attorney's fees, damages, and other associated costs. This indemnification extends to amounts paid by Publisher or its Affiliates under a settlement approved by Customer. Publisher is required to promptly notify Customer of any Claims Against Publishers, granting Customer the exclusive right to assume defense and control of the claim. Customer is further encouraged to cooperate with any reasonable requests facilitating the defense and settlement.

7.2. Publisher's Defense:

Conversely, Publisher undertakes the defense of Customer against third-party claims, actions, suits, proceedings, and demands under specific circumstances. This includes instances where the permitted use of the Offering as outlined in the Contract infringes or misappropriates a third party's intellectual property rights or violates applicable laws, including Data Protection Laws—designated as a "Claim Against Customer." Publisher commits to indemnify Customer for reasonable attorney's fees, damages, and other associated costs. This indemnification extends to amounts paid by Customer under a settlement approved by Publisher. However, Publisher bears no liability if a Claim Against Customer arises from Customer Data or non-Publisher products, including third-party software, or any modification, combination, or development of the Offering not performed or authorized in writing by Publisher, encompassing the use of any application programming interface (API). Customer is obligated to promptly notify Publisher of any Claim Against Customer and allow Publisher the exclusive right to assume defense and control, cooperating with any reasonable requests aiding Publisher's defense and settlement. This section explicitly outlines Publisher's sole liability concerning Claims Against Customer and establishes Customer's exclusive remedy against Publisher in such instances.

7.3 Exceptions:

Despite the provisions outlined in subsections 7.1 and 7.2, certain exceptions prevail:

1. An indemnified party retains the right to choose its legal representation if it bears the associated costs.

2. Settlements by an indemnifying party require the express written consent of the indemnified parties, with no unreasonable withholding of such consent. This condition applies if the third party asserting the claim is a government agency, if the settlement involves potential admissions by the indemnified parties, if the settlement lacks a full release of liability, or if the settlement includes terms beyond a full release of liability and monetary payment.

8. LIMITATION OF LIABILITY

In relation to each Offering, both parties' overall liability to the other pursuant to this Agreement is confined to direct damages ultimately adjudicated, not surpassing the total amounts obligated by Customer for the respective Offerings during the applicable license terms.

Neither party shall be held liable for indirect, incidental, special, punitive, or consequential damages, or for losses such as use, profits, or business interruption, regardless of the cause or theory of liability.

9. PRICING AND PAYMENT

Publisher will invoice and charge as per the applicable Order.

10. TERM AND TERMINATION

10.1. Term:

This Agreement remains effective until terminated by either party, as outlined below. The duration for each Order will be specified therein.

10.2. Termination without Cause:

Unless stated otherwise in an Order, either party has the right to terminate this Agreement or any Order without cause with a 60 days' notice. No refunds or credits will be provided by the Publisher for any partial subscription period(s) if the Agreement or an Order is terminated without cause.

10.3. Termination for Cause:

Either party can terminate this Agreement or any Order immediately with notice if (i) the other party materially breaches the Agreement or an Order and fails to rectify the breach within 30 days after receiving notice, or (ii) the other party becomes Insolvent. Upon such termination:

All licenses granted under this Agreement, except for fully-paid perpetual licenses (if any), will cease immediately.

Unpaid invoices' amounts become due and payable immediately, upon termination.

Suspension:

Publisher may suspend Offering use without terminating the Agreement during any material breach. The customer will be given reasonable notice before the Offering suspension, which will be to the extent reasonably necessary.

10.4.   Survival:

Terms of this Agreement, including the applicable Order, requiring performance or applicable to events post-termination or expiration, will survive, including indemnity obligations and procedures.

11. MISCELLANEOUS

11.1.   Entire Agreement

This Agreement overrides all previous and concurrent communications, whether written or spoken, pertaining to the covered subject matter. In case of any conflicts within this Agreement, the following order of precedence will be followed:

a. Order;

b. This Agreement;

c. Service Level Agreement (SLA); and

d. Documentation.

11.2.   Independent Contractors

The involved parties are regarded as independent contractors. Both Customer and Publisher have the autonomy to develop products independently, without utilizing each other's Confidential Information.

11.3.   Non-Exclusivity of Agreement

Customer has the freedom to engage in agreements to license, use, and promote the services of other entities.

11.4. Amendments

Unless agreed otherwise in a written document signed by both parties, Publisher is prohibited from altering the terms of this Agreement, including privacy terms, throughout its duration.

11.5. Assignment

Customer gives consent to the assignment of any rights under this Agreement to receive payment and enforce payment obligations to an Affiliate or third party without prior notice. Additionally, either party may assign this Agreement without the other party's consent in the context of a merger, reorganization, acquisition, or substantial asset transfer. Any other proposed assignment requires written approval from the non-assigning party. Assignment does not release the assigning party from its obligations. Unauthorized assignments are void.

11.6. Severability

If any part of this Agreement is deemed unenforceable, the remainder will remain in full force.

11.7. Waiver

Failure to enforce any provision of this Agreement does not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

11.8. No Third-Party Beneficiaries

This Agreement does not confer any rights to third-party beneficiaries unless expressly stated.

11.9. Notices

Written notices are considered delivered on the date received at the specified address, as indicated on the return receipt, email transmission date, or courier/fax confirmation of delivery. Notices to the Publisher should be sent to the address in the Order, while

notices to the Customer will be sent to the contact address provided by the Customer. Publisher may send notices to Customer through email or other electronic forms.

12. JURISDICTION

12.1. Order of Precedence:

The body of this Agreement will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

12.2. Government Procurement Rules

By accepting this Agreement, Customer affirms that: (1) it has adhered and will adhere to all applicable government procurement laws and regulations; (2) it possesses the authority to enter into this Agreement; and (3) this Agreement fulfills all applicable procurement requirements.

12.3. Compliance with Laws

The publisher commits to complying with all Applicable laws and regulations pertinent to providing the Offerings. Publisher will secure and maintain any necessary approvals, licenses, filings, or registrations for its performance and adhere to all applicable laws, including those related to export, corruption, money laundering, or any combination of these. Customer is also obligated to comply with laws relevant to their utilization of the Offerings.

12.4 Dispute Resolution and Jurisdiction

All disputes arising out of or in connection with this Agreement shall be submitted exclusively to the jurisdiction of the courts in Pune. Indian law shall be the governing law of this Agreement.