End-User License Agreement (EULA)

Software license Terms and Conditions

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Introduction

By installing or using the licensed software **GAP OSM (also referred as GAP ERP +)** from **Gilard Application Programmers LLP** (maybe referred as **GAP LLP**), the individual if acting on behalf of himself or acting on behalf of a corporate or any organization , governmental agency, or any other entity (further on known as customer) is agreeing to be bound by this software license agreement ("agreement").

If customer does not agree to the terms of this agreement, customer should not install, copy, or use the licensed software.

The "effective date" for this agreement is the day customer installs the software or logs in as the administrator or User.

1. DEFINITIONS.

"**Activation Key**" means, collectively, the specific Serial Number, code, and authorization for each copy of the Licensed Software issued by **Gilard Application Programmers LLP** to **Customer**.

"**Authorized Reseller**" means an authorized distributor, authorized reseller, or dealer of the Licensed Software.

"**Authorized User**" means an employee, contractor, registered student, research assistant, or agent of Entity Customer authorized by Entity Customer to use the Licensed Software.

"**Concurrent Users**" means the number of Users who use the software at the same time in accordance with the terms of this Agreement.

"**Confidential Information**" has the meaning set forth in Section 7 of this Agreement.

"**Documentation**" means the user manuals and supporting documentation in electronic form provided with the Licensed Software under this Agreement.

"**License Fee**" means the applicable fee for which Customer licenses the Licensed Software.

"**License Period**" means a perpetual term unless (a) terminated as provided below or (b) a specific fixed term is otherwise set forth in the License and Activation Key.

"**Licensed Software**" means the specific software licensed to Customer under the terms of this Agreement (as specified in the License and Activation Key issued to Customer), including any Updates and Upgrades thereto.

- "**Serial Number**" means a set of unique characters associated with a specific copy of the

Licensed
Software issued by **GAP ERP+** to Customer (based on the specific configuration and release of the Licensed Software and the license type, license term, and/or number of Concurrent Authorized Users).

"**GAP ERP+ Website**" means **www.gaperpplus.com.**

"**Third-Party Software**" means certain software supplied by third parties that **GAP ERP+** provides access to as part of the Licensed Software.

"**Update**" means a revision to the Licensed Software or patch that improves the functionality of the Licensed Software, and may contain new features or enhancements, which is not an Upgrade.

"**Upgrade**" means a subsequent version of the Licensed Software that **GAP ERP+** designates as a new release and makes generally commercially available or a different flavor of the Licensed Software that **GAP ERP+** makes generally commercially available.

2. LICENSE AND LOGIN INFORMATION, LICENSE GRANTS, AND OWNERSHIP.

2.1 License and Login information.

GAP ERP+ shall issue Customer a "License which shall have the Customer Name, Company Identification Number (CIN or similar), Type of License and the Limit of number of Users.

It shall also have the "Company Code", Name", Password" for the Administrator who can log into the Software and configure the Users and Company information.

This shall be delivered to the customer by hand, via postal mail and courier in a sealed envelope. The License and Log in information id hereby incorporated by reference into this Agreement.

2.2 Licenses.

(a) Single-User License (this license is applicable only in "Server on cloud" Option)

This Section 2.2(a) applies only to an Individual Customer whose License and Activation Key issued by **GAP ERP+** specifies the "License Type" as "Single User". A Single-User license is for a named individual who is identified as the only Authorized User. Subject to the terms and conditions of this Agreement, **GAP ERP+** grants to Customer a non-assignable, nontransferable license, without the right to sub license, to use the Licensed Software, in object-code form only, solely for Customer's internal business, research, or educational purposes, and solely by the Individual Customer. The single user is not restricted to any machine but he can only Login at one machine at a time.

(b) Multi- User License (This license is applicable for both "Server on cloud" as well as "Server on site" Option)

The multi-user license can be of 2 types:

1. Per User License: (Cost calculated per n number of Users per month)
   Maximum n number of Users can be registered as per the number on the license.
   All registered users can log-in simultaneously without restrictions. At any given time one User can login only at one station.
2. Concurrent Users License: (Cost calculated per n number of Concurrent users License taken per month).Only n Users can login and work simultaneously. User Registration is still required, but it is not limited to any number. At any given time one User can login only at one station.

(i) 'Server on Cloud" Option.

This Section 2.2(b) (i) applies only to a Customer whose License and Login information issued by **GAP ERP+** specifies the "License Type" as "Server on cloud". This license allows for Customer's internal business, research, or educational purposes. Customer is authorized by **GAP ERP+** to configure the Licensed number of users who are not restricted by any machine but can individually login at only one machine at a time.

(ii) "Server on site" Option

This Section 2.2(b) (ii) applies only to a Customer whose License and Login information issued by **GAP ERP+** specifies the "License Type" as "Server on Site". Subject to the terms and conditions of this Agreement, **GAP ERP+** grants to Customer a non-assignable, nontransferable

license, without the right to sub license, to use and execute the Licensed Software, in object-code form only, installed on a single compute server solely for Customer's internal business, research, or educational purpose. for the use of the specific number of Authorized Users for which Customer has paid the applicable License Fee.

2.3 Documentation License.

Subject to the terms and conditions of this Agreement, **GAP LLP** grants to Customer a non- assignable, non transferable license, without the right to sub license, to use the Documentation in connection with Customer's authorized use of the Licensed Software. Customer may not reproduce or distribute the Documentation in any manner, whether physically or electronically, without the express written permission of **GAP LLP.**

2.4 Restrictions.

Customer shall not, nor permit any person (including any Authorized User) to: (i) reverse engineer, reverse compile, decrypt, disassemble, or otherwise attempt to derive the source code of the Licensed Software (except to the extent that this restriction is expressly prohibited by law); (ii) modify, translate, or create derivative works of the Licensed Software; (iii) sub license, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights or usage to the Licensed Software (except as expressly permitted under this Agreement); (iv) remove, modify, or obscure any copyright notices or other proprietary notices or legends appearing on or in the Licensed Software, or any portion thereof; (v) transfer, use, or export the Licensed Software in violation of any applicable laws, rules, or regulations of any government or governmental agency; (vi) use the Licensed Software or any system services accessed through the Licensed Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component; or (vii) embed the Licensed Software in any third-party applications, unless otherwise authorized in writing in advance by an officer of **GAP LLP**.

2.5 Ownership.

The Licensed Software, and Documentation contain copyrighted material and other proprietary material and information of **GAP LLP** . **GAP LLP** shall retain all rights, titles, and interests, including all intellectual property rights, in and to the Licensed Software, **GAP OSM** Enhancements, and Documentation. Customer will not remove, alter, or destroy any form of copyright notice, proprietary markings, or confidential legends placed upon or contained within the Licensed Software, **GAP OSM** Enhancements, or Documentation, or any component thereof.

3. TECHNICAL SUPPORT AND UPGRADES AND UPDATES.

3.1 Technical Support.

GAP LLP agrees to provide Customer with technical support services which include periodic distribution of bug fixes and minor enhancements as Updates scheduled by **GAP ERP+**. All registered users of the then-current release of **GAP ERP+** and the previous release of **GAP ERP+** are eligible for free limited technical support. Installation support inquiries by telephone will be

accepted by **GAP LLP** during normal business hours. Technical support email inquiries are accepted at any time and will be answered during normal **GAP LLP** business hours. **GAP LLP** will attempt to respond to inquiries within the same business day.

The Technical Support is provided as per the Service Level Agreement (SLA)

3.2 Updates and Upgrades.

For "Server on Cloud" customers Update and Upgrade shall be Automatic and free of any charge.

For "Server on Site" customers, to receive and use an Upgrade, Customer must pay the applicable fees for that Upgrade and agree to **GAP LLP 's** standard terms and conditions governing the use of that Upgrade. If no such standard terms and conditions are stated by **GAP LLP**, the terms of this Agreement shall apply and the Upgrade shall be deemed as part of the original Licensed Software.

4. LIMITED WARRANTY; WARRANTY DISCLAIMER.

4.1 Limited Media / Hardware Warranty.

For thirty (30) days from the date of purchase, **GAP LLP** warrants that the media on which the Licensed Software,and Documentation is furnished or in case where Hardware has been provided as a pre-configured server for On site installation, shall be free from defects in material and faulty workmanship. Customer may return for replacement, without charge, any media that fails to meet this limited media warranty to **GAP LLP** or the dealer from whom the Licensed Software was purchased, as applicable, within the 30-day period.**GAP LLP** or the applicable dealer will not be responsible for replacing any media that contains defects due to Customer's misuse. The hardware warranty supplied by the hardware provider shall be extended to the Customer. THE FOREGOING IS CUSTOMER'S SOLE REMEDY, AND **GAP LLP** SOLE OBLIGATION, WITH RESPECT TO A BREACH OF THE LIMITED MEDIA / HARDWARE WARRANTY.

4.2 Performance Warranty.

GAP LLP represents and warrants for a period of 90 days from the date of the order that the Licensed Software substantially conforms to the functional specifications in the **GAP ERP+** Reference Manual. **GAP LLP** will repair or replace the Licensed Software if this warranty is breached unless it cannot do so within a reasonable period of time, then **GAP LLP** will refund the fee paid for that license under the order (this Agreement will then terminate). Customer must notify **GAP LLP** during the warranty period or 30 days after it ends of any alleged breach of the Warranty. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDY AND **GAP LLP's** SOLE LIABILITY FOR BREACH OF THIS WARRANTY.

4.3 No Disabling Code.

With respect to the Licensed Software (including any Updates or Upgrades) and as of the date of delivery, **GAP LLP** represents and warrants that (i) it has used commercially reasonable efforts consistent with industry standards to scan for and remove any software viruses, and (ii) it has not inserted any Disabling Code. **"Disabling Code"** means computer code inserted by **GAP ERP+** that is not addressed in the Documentation and that is designed to delete, interfere with, or disable the normal operation of the Products. This Disabling Code warranty does not apply to **GAP ERP+** passwords necessary for the operation of the Licensed Software.

4.4 <u>No Warranty.</u>

Except for the warranties above, the licensed software, documentation, and support services are provided to customer on an **'as is and where is'** basis and without warranty of any type or kind. Although full care has been taken to avoid any bugs or errors in the software, the customer is expected to verify and validate the same before use .GAP LLP does not take responsibility for any losses that occur due to use / wrong use of the software. Gap LLP hereby expressly disclaims and excludes on behalf of itself and its licensors all warranties and conditions whether statutory, expressed, implied or otherwise with respect to the licensed software and support services including but not limited to any implied warranty of merchantability fitness for a particular purpose, and non-infringement of third party rights.

Although full efforts shall be taken to safe keep the customers' data thru multi level storage at local and remote locations, including a daily backup of 7 days data, no liability shall be imposed on GAP LLP or its owners , associates and employees in case of actual customers' data loss.

5. <u>TERM AND TERMINATION.</u>

5.1 <u>Term of License</u>

Except for Customers with a fixed-term License Period, this Agreement shall commence on the Effective Date and shall continue in effect until terminated as set forth below.

If the License Period is for a fixed term, this Agreement will commence on the Effective Date and shall continue until the earlier to occur of the expiration of the License Period or the termination of this Agreement as set forth below. In the case of additional Authorized Users who are authorized and added after the initial License Fee payment, the term of their usage of the Licensed Software shall be co-terminous with the pre-existing then-current term. If Customer purchases an Upgrade, the term of the Agreement shall be the specific term set forth in the new License and Activation Key issued for the Upgrade.

5.2 <u>Termination.</u>

Customer may terminate this Agreement at any time upon thirty (30) days' prior written notice to **GAP LLP** During this period or even any time before this, the customer is at liberty to export his Master data in CSV format and use it. This option is available at different locations in the ERP modules. This data will not be accessible to the customers once the termination of agreement is effected. For bulk historical data export the same can be provided by **GAP LLP** at an additional cost based on the depth and width of data involved. **GAP LLP** may terminate this agreement immediately without notice if customer breaches any term of this agreement including without limitation breaching the scope of the license granted or confidentiality obligations, under this Agreement or non payment of dues.

5.3 Effect of Expiration or Termination.

Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Customer pursuant to this Agreement shall automatically and immediately terminate and (ii) Customer shall immediately cease using the Licensed Software. In addition, for a fixed-term License Period, upon expiration of the License Period, the Company Code (alloted by GAP LLP) will expire and the Licensed Software will cease to function. Sections 2.3, 2.4, 2.5, 4.4, 5.3, 7 and 8 of this Agreement shall survive any expiration or termination of this Agreement.

6. FEES AND PAYMENT.

6.1 Fees and Payment Terms.

Customer licenses the Licensed Software from GAP LLP. This Agreement is between Customer and GAP LLP solely. The applicable License Fee is specified in the specific price proposal provided by GAP LLP or as specified in the Techno Commercial Agreement (TCA).
The payment terms and conditions for the License Fee payable are specified on the GAP LLP invoice or in the specific price proposal or the TCA provided by GAP LLP. The payment terms and conditions for the License Fee payable to an Authorized Reseller are as specified by the specific Authorized Reseller. All fees paid to **GAP LLP** are non-refundable except as explicitly permitted. GAP LLP may terminate this Agreement and invalidate Customer's Activation Key if the billing or contact information is false, fraudulent, or invalid. Customer will pay all taxes, including sales, use personal property, value-added, GST, customs fees, import duties, stamp duties, and any other similar taxes and duties, including penalties and interest, imposed by any National states , provincial, or local government entity on the transactions contemplated by
this Agreement, excluding taxes based upon GAP LLP's net income.

6.2 Additional Concurrent Authorized Users Fee.

During the License Period, Customer shall pay to GAP LLP or the specific Authorized Reseller the then-current rate for any licenses for additional Authorized Users. This fee shall be charged or invoiced to Customer on the date such additional Authorized Users are added to Customer's account.

6.3 Limitation on Transactions and Space Utilization (Only for Server on Cloud" customers)

Customer shall be granted a fixed number of Transactions per month per user and also the date storage space per user. This will be based on the conditions stipulated in the offer given and the order terms. Any transactions more than the sanctioned or any space usage more than the sanctioned shall be billed as per the terms decided.

The Administrator shall be able to monitor both the number of Transactions in a month as well as the space usage from the Licensee Account option inbuilt in the software.

Customer shall immediately pay GAP LLP the applicable additional fees. Against the bill raised.

7. CONFIDENTIALITY.

Customer and GAP LLP agree to maintain the confidentiality of any confidential or

proprietary information of one party (the "disclosing party") received by the other party (the "receiving party") during the term of, or prior to entering into, this Agreement that the receiving party should know is considered confidential or proprietary by the disclosing party based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information ("Confidential Information"). The Licensed Software is copyrighted and shall be deemed GAP LLP's Confidential Information. The Documentation is copyrighted material of GAP LLP. This section shall not apply to any information that is or becomes publicly available through no breach of this Agreement by the receiving party or is independently developed by the receiving party without access to or use of the Confidential Information of the disclosing party. The foregoing confidentiality obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable the other party to seek a protective order or otherwise limit such disclosure. The receiving party of any Confidential Information of the disclosing party agrees not to use the disclosing party's Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information with no less than reasonable care. All the disclosing party's information remains the property of the disclosing party.

The Source code of the software and the data base are both confidential and cannot be provided to the customer directly or thru any external API (Application Programming Interface).The customer can however use the GAP OSM's "Data Exporter" option to export his master or historic data and use it in his spreadsheets or import it into another software.

8. <u>LIMITATION OF LIABILITY.</u>

    8.1 <u>Consequential Damages Waiver.</u>

    IN NO EVENT SHALL Gilard Application Programmers LLP OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF Gilard Application Programmers LLP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 <u>Limitation of Damages.</u>
IN NO EVENT SHALL Gilard Application Programmers LLP's LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED: (I) IF THE LICENSED SOFTWARE IS LICENSED FROM Gilard Application Programmers LLP, DIRECTLY, THE LICENSE FEES PAID BY CUSTOMER TO Gilard Application Programmers LLP FOR THE LICENSED SOFTWARE, OR (II) IF THE LICENSED SOFTWARE IS LICENSED THROUGH AN AUTHORIZED RESELLER, THE LICENSE FEES PAID BY CUSTOMER TO THE APPLICABLE AUTHORIZED RESELLER, AS APPLICABLE. IN NO EVENT WILL Gilard Application Programmers LLP's LICENSORS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

8.3 <u>Limitation of Remedies.</u>
THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY
NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS
AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

9. <u>GENERAL.</u>

Except as expressly provided herein, Customer may not assign or transfer any of its rights
under this Agreement (including its licenses with respect to the Licensed Software and
Documentation) without the prior written consent of Gilard Application Programmers LLP.
Unless the Customer is required by statute or regulation to apply the law of a state other
than Punjab, this Agreement will be governed by and construed in accordance with the laws
of the State of Punjab and the national Indian laws applicable therein, excluding any
conflicts of law provisions, and the Customer and Gilard Application Programmers LLP
agree to submit to the personal and exclusive jurisdiction of the courts located in Mohali
Punjab. If the statute or regulation applying to the Customer requires the application of a law
of a state other than Punjab, the parties agree that the terms of this Agreement shall be
governed and construed in accordance with the law specified in such statute or regulation,
and the Customer shall give written notice of such requirement to Gilard Application
Programmers LLP'. The application of such different law shall be effective upon the receipt
of such written notice by Gilard Application Programmers LLP. The parties agree that the
United Nations Convention on Contracts for the International Sale of Goods will not apply to
this Agreement. The failure of either party to require performance by the other party of any
provision hereof shall not affect the full right to require such performance at any time
thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken
or held to be a waiver of the provision itself. If any provision of this Agreement is found void
and unenforceable, it will be replaced to the extent possible by Gilard Application
Programmers LLP with a provision that comes closest to the meaning of the original
provision. This Agreement and the documents referenced in this Agreement constitute the
entire agreement between Customer and Gilard Application Programmers LLP relating to its
subject matter and all terms herein and supersede all prior or contemporaneous agreements
or understanding.This Agreement may be modified or changed only in writing signed by
authorized representatives of Customer and Gilard Application Programmers LLP'. Notices
hereunder shall be in writing and addressed to Customer at the address provided when
purchasing this license or, in the case of Gilard Application Programmers LLP, when
addressed to Gilard Application Programmers LLP, Attn: Managing Partner.

Authorized Signatory GAP LLP   **Customer Authorized Signatory**