

# END USER LICENSE AGREEMENT

**PLEASE READ THIS CAREFULLY BEFORE DOWNLOADING AND INSTALLING THE SOFTWARE SOLUTION, OR EXECUTING THE ORDER FORM. DO NOT INSTALL THE SOFTWARE SOLUTION IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.**

This SOFTWARE LICENSE AGREEMENT (“**Agreement**”) is entered into on the date Licensee agrees to the terms of this Agreement (“**Effective Date**”), by and between:

**Wipro Limited**, a company with its registered office at Dodda Kannelli, Sarjapur Road, Bangalore - 560035, India (“**Wipro**”, which expression shall be, unless repugnant to the context, deemed to include its successors in interest and assigns).

AND

The End-user of the Software, a company as mentioned in the Order Form (“**Licensee**”, which expression shall, unless it be repugnant to the context, be deemed to include its successors in interest & permitted assigns). Wipro or Licensee is herein referred as “**Party**” & jointly as “**Parties**”.

**It is hereby agreed between the Parties that: BY EXECUTING AN ORDER FORM FOR THE SOFTWARE, OR DOWNLOADING AND INSTALLING THE SOFTWARE, OR OTHERWISE ACCEPTING THIS LICENSE AGREEMENT, OR BY USING THE SOFTWARE, YOU (an individual or an entity) AGREE TO BE LEGALLY BOUND TO THE TERMS OF THIS AGREEMENT. IF AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. WIPRO RESERVES THE RIGHT TO MODIFY OR REPLACE ANY PART OF THIS AGREEMENT AT ANY TIME AT OUR SOLE DISCRETION. WE SHALL USE COMMERCIALY REASONABLE EFFORTS TO COMMUNICATE ANY MATERIAL CHANGES TO THIS AGREEMENT THROUGH NOTIFICATION ON THE AUTHORIZED WEBSITE WHERE WE MAKE THIS SOFTWARE AVAILABLE FOR USE AND/OR AND ANY OTHER REASONABLE MEANS OF COMMUNICATION. YOUR CONTINUED USE OF OR ACCESS TO THE SOFTWARE AND SERVICES FOLLOWING THE NOTIFICATION OF SUCH CHANGES TO THIS AGREEMENT CONSTITUTES ACCEPTANCE OF THOSE CHANGES.**

## 1. DEFINITIONS

“**Authorized Third Parties**” means Licensee’s Users, Licensee’s Affiliates, Licensee’s third-party service providers, and each of their respective Users permitted to access and use the Software on Licensee’s behalf.

“**Confidential Information**” means this Agreement and all its Schedules, any addenda hereto signed by both the Parties, all Software listings, Documentation, information, drawings, benchmark tests, specifications, trade secrets, source code, and machine-readable copies of the Software, and any other proprietary information supplied to the Licensee by Wipro, or by the Licensee to Wipro.

“**Documentation**” means all written instruction manuals regarding the Use of the Software.

“**License Fee**” means the fees as specified in the order and billing information.

“**Software**” means a computer program(s) in machine readable form, as identified in **Order Form**, whereby intellectual property rights are owned by Wipro. Software includes any updates, upgrades, modifications, enhancements, configurations and customizations of source code, binary code, user interface, libraries, data integration patterns, data structures, automation patterns, knowledge artefacts developed or enhanced through cognitive computing, architecture and all related designs and documentations.

“**Use**” means access or otherwise interaction with the Software, as set forth in **Order Form**.

“**Licensee Data**” means all data, including all text or image files, audio-visual files, personally identifiable information, which are owned and provided by the Licensee.

“**Online Services**” services provided to the Licensee through online access of the Software, including but not limited to network administration, communications between the gateway and the network operations center, software administration, data administration, data processing, and over-the-air firmware upgrades.

“**Order Form**” upon requirement, the Parties may enter into understanding (substantially in the form of Order Form which is exhibit to this License) describing the Software licensed by Wipro, accompanying Support Services, and which shall be a part of a purchase order. The Order Form, shall be substantially of the form as mentioned in Annexure A.

“**End User**” means the individuals (including contractors or employees) permitted to access and use the Software on behalf of Licensee.

## 2. LICENSE GRANT AND RESTRICTIONS

### 2.1 LICENSE GRANT

Subject to the terms and conditions of this Agreement and for so long as this Agreement is in force, Wipro grants to the Licensee a non-exclusive, non-transferable, non-sub-licensable, term based, fee based, revocable (upon breach of this Agreement), limited license rights to access and Use the Software for the purposes defined in this section and in the Order Form. Licensee grants a non-exclusive, royalty free, worldwide term-based license to use the Licensee Data during the Term as mentioned in the Order Form for the purposes of machine learning and autonomous decision making by the Software.

Licensee may permit Authorized Third Parties to exercise the limited license rights to Use on Licensee behalf, provided that Licensee is responsible for (a) ensuring that such Authorized Third Parties comply with this Agreement and (b) any breach of this Agreement by such Authorized Third Parties.

Notwithstanding anything contained in this Agreement, the Licensee agrees that they can copy the Software for backup or archival purposes only, provided all titles, trademark symbols, copyright symbols and legends, and other proprietary markings are reproduced as it is.

## 2.2 LICENSE RESTRICTIONS

Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: a.) sell, lease, license, sublicense, encumber or otherwise deal with any portion of the Software or Documentation; b.) decompile, disassemble, or reverse engineer any portion of the Software; c.) write or develop any derivative software or any other software program based on the Confidential Information provided by Wipro; d.) use the Software to provide processing services to third parties, subscription service, commercial timesharing, rental arrangements, bureau use or hosting for online access; e.) provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee's employees without Wipro's prior written consent; f.) disclose to any third party any results of benchmarking or other testing generated in connection with Licensee's use of Software, including without limitation any comparisons of the Software with any other products.

Licensee agrees that it will not intentionally (a) interfere with other customers' access to, or use of, the Online Service, or with its security; (b) facilitate the attack or disruption of the Online Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) cause an unusual spike or increase in Licensee's use of the Online Service that negatively impacts the Online Service's operation; or (d) submit any information that is not contemplated in the applicable Documentation.

Except as explicitly expressed in this Section 2.1, nothing contained in this Agreement shall be construed as granting or conferring by implication, estoppel or otherwise any license or right under any intellectual property rights or any other right whether proprietary or otherwise.

## 3. Trial Usage.

If Wipro grants Licensee limited license rights to Use in the applicable Software on a trial, evaluation, beta or other free-of-charge basis ("**Evaluation Software and Services**"), Licensee may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Wipro in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to Licensee. If Licensee fails to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, Licensee may be invoiced for its list price and agree to pay such invoice. Wipro, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point Licensee will no longer have access to any related data, information, and files and must immediately cease using the Software. The Evaluation Software and Services may not have been subject to Wipro's usual testing and quality assurance processes and may contain bugs, errors, or other issues. Except where agreed to in writing by Wipro, Licensee will not put Evaluation Software and Services into production use. Wipro provides Evaluation Software and Services "AS-IS" without support or any express or implied warranty or indemnity for any problems or issues, and Wipro will not have any liability relating to Licensee's use of the Evaluation Software and Services.

## 4. THIRD PARTY SOFTWARE

Licensee acknowledge that for proper functioning, Wipro may integrate the Software with proprietary software owned by third parties or with open source software (collectively "Third Party Software"). Wipro has acquired the necessary rights to use them in the way required for functioning of the Software. Such usage may be subject to terms over and above those set forth in this Agreement. Open source software not owned by Wipro is subject to separate license terms as set out in the Documentation. Licensee acknowledge and agree that a third-party licensor is the owner of the Third Party Software included in the Software. Such third-party licensors are third-party beneficiaries entitled to enforce Wipro rights and Licensee obligations hereunder and to seek appropriate legal and equitable remedies, including, but not limited to, damages and injunctive relief, for Licensee breach of such obligations. Please refer to Links/ Terms or Conditions in Annexure B for a list of applicable Third Party Software included in this Software from time to time, and the applicable terms and conditions governing its use.

If Licensee use the Software together with third-party hardware or software products, such use is at Licensee's risk. Licensee is responsible for complying with any third-party provider terms, including its privacy policy. Wipro does not provide support or guarantee ongoing integration support for products that are not a native part of the Software.

## 5. LICENSE AUDITS

Wipro will have the right, upon reasonable prior written notice to Licensee, at a mutually agreeable time, and no more than once in any twelve (12) month period, either itself or to have an independent audit firm selected by Wipro, to audit Licensee's equipment on which the Software is installed, and all related back-up files, to verify

compliance with this Agreement. Any such audit will be conducted during normal business hours in a manner so as not to unreasonably interfere with Licensee's normal operations. The audit will be conducted at Wipro's expense, unless the audit reveals that Licensee has failed to pay license fees consistent with its use of the Software, in which case Licensee will reimburse Wipro for all reasonable costs and expenses incurred by Wipro in connection with such audit, together with any applicable License Fees. Wipro may report the audit results to third-party licensors owning the Third Party Software.

## 6. FEES & PAYMENTS

- 6.1 In consideration of the rights granted herein, Licensee shall pay, the License Fee in accordance with the order and billing information.
- 6.2 Unless stipulated otherwise, all License Fee due under this Agreement are payable thirty (30) days from receipt of an invoice and all relevant completed tax identification forms. Except as otherwise set forth in this Agreement, all License Fee paid is non-refundable. In case the licensee defaults in payments of any license fee, Wipro shall charge an interest of 1.5% per month.
- 6.3 Fees are exclusive of applicable duties and taxes (including value added tax, sales tax, if any, which shall be paid by the Licensee, at the rate & in the manner for the time being prescribed by law).
- 6.4 Wipro shall invoice Client for the usage fee of the Software, upon signing of the Order Form.

## 7. SUPPORT & MAINTENANCE

- 7.1 Upon payment of the appropriate support fee, Licensee shall be entitled to receive support in accordance with Wipro's support services described in Order Form.
- 7.2 Any code or Software that is derivative work of the Software, customized or given to Licensee as part of any support service is to be considered as Software under this Agreement.
- 7.3 If the Licensee provides any technical information to Wipro during any support related activity, Wipro may use such information for product support and development, though this information will not be used in a form that personally identifies the Licensee.
- 7.4 Licensee agrees that Wipro may perform scheduled maintenance of the Software used to provide Online Service, during which time Licensee may experience some disruption to that Online Service.

## 8. WARRANTY & LIABILITY

- 8.1 Wipro represents and warrants that: (i) it has the authority to enter into this Agreement with the Licensee; (ii) to the best of Wipro's knowledge, Software does not, at the time of delivery to the Licensee, contain any malicious code that could adversely affect the current operation, security or integrity of a system; (iii) support services will be performed in a professional and workmanlike manner by a qualified personnel; and (iv) the

Software is presently not subject to any such claim or claims for infringement, and if Wipro becomes aware of any such claim or any facts upon which such a claim could be based, Wipro will promptly notify Company.

- 8.2 EXCEPT AS SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WIPRO MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING SUPPORT. SPECIFICALLY, WIPRO DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR WILL PERFORM IN AN UNINTERRUPTED MANNER. TO THE GREATEST EXTENT ALLOWED BY LAW, WIPRO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WIPRO HAD BEEN INFORMED OF SUCH PURPOSE) AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE DOCUMENTATION AND SUPPORT, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

- 8.3 IN NO EVENT WILL WIPRO BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF LICENSEE DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE HEREUNDER INCLUDING THE PROVISION OF SUPPORT SERVICES PURSUANT TO THE SUPPORT POLICY OR ANY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES, IRRESPECTIVE OF WHETHER IT HAD AN ADVANCE NOTICE OF POSSIBILITY OF ANY SUCH DAMAGES. IN ANY EVENT, WIPRO'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR UNDER ANY OTHER FORM OR LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM WIPRO'S NEGLIGENCE, SHALL IN NO EVENT BE GREATER THAN (A) IN THE EVENT SUCH LOSS OR DAMAGE IS NOT RELATED TO SUPPORT, THE LICENSE FEE RELATED TO THE RELEVANT SOFTWARE, WHICH HAS CAUSED THE DAMAGE OR LOSS, PAID IN THE PAST TWELVE MONTHS FROM THE DATE OF SUCH AN EVENT LEADING TO THE LOSS OR DAMAGE OR (B) IN THE EVENT SUCH LOSS OR DAMAGE IS RELATED TO SUPPORT SERVICES, THE SUPPORT FEES PAID BY LICENSEE IN THE PAST TWELVE MONTHS FROM THE DATE OF SUCH AN EVENT LEADING TO THE LOSS OR DAMAGE FOR THE THEN CURRENT SUPPORT TERM FOR THE PARTICULAR SOFTWARE WHICH CAUSED THE DAMAGE OR LOSS.

## 9. INDEMNIFICATION FOR INFRINGEMENT

- 9.1 Wipro shall, at its expense, defend or settle any claim, action or allegation brought against the Licensee in the event the use of

the Software infringes any patent, copyright, trade secret or other proprietary right of any third party in the United States and shall pay any final judgments awarded or settlements entered into, provided that Licensee gives prompt written notice to Wipro of any such claim, action or allegation of infringement and gives Wipro the authority to proceed as contemplated herein. Wipro will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of Wipro. Licensee shall give such assistance and information as Wipro may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, Wipro may, at its sole option and expense:

- a. Procure for Licensee the right to continue Use of the Software or infringing part thereof;
- b. Modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or
- c. If neither of the foregoing is commercially practicable, Wipro shall terminate this Agreement with respect to the infringing part of the Software and refund fee applicable for remainder period of the license term and paid for by the Licensee. Wipro will then be released from any further obligation whatsoever to Licensee in connection with the infringing part of the Software.

9.2 Notwithstanding anything mentioned in this agreement, Wipro shall have no obligation to defend or settle any claim to the extent such claim (i) is based on the combination or use of Software by Licensee, its employees, contractors, agents with any other software, hardware, program, or device not provided by Wipro if such infringement would not have arisen but for such combination or use; (ii) results from the failure of Licensee to use the most current version of any Wipro Software provided to Licensee by Wipro; (iii) results from use of Software in a manner not authorized by this Agreement or the then-current affiliated Documentation relating to such Software; (iv) the amount or duration of use made of the Software, revenue Licensee earned, or services Licensee offered; or (v) is based on or related to allegedly infringing activity that continues after Wipro has offered to provide Licensee free of charge modifications or workarounds that would have avoided the alleged infringement while preserving substantially the same features and functionality This Section 9 states the entire liability of Wipro with respect to infringement of any patent, copyright, trade secret or other proprietary right.

9.3 Licensee shall defend Wipro, its affiliates, respective employees, officers, and directors against any third-party claim alleging that any Licensee data processed, transcoded, or transmitted using the Software infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement at its expense.

9.4 Licensee shall, at its expense, defend or settle any claim, action or allegation brought against Wipro and shall pay any final judgments awarded or settlements entered into, arising out a breach of the grant of license given by Wipro to Licensee.

9.5 Licensee shall not be entitled to recover any amount pursuant to this Agreement in respect of any claim to the extent that the Licensee has already recovered any amount in respect of such claim under the warranties or under any other provision of this Agreement or under a statutory right of recovery, or to the extent that recovery has already been made under any agreement in respect of the same subject matter.

## 10. CONFIDENTIAL INFORMATION

10.1 Each Party acknowledges that the Confidential Information constitutes valuable trade secrets and each Party agrees that it shall use the Confidential Information of the other Party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third Party without the other Party's prior written consent. Each Party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither Party bears any responsibility for safeguarding information that (i) is publicly available, (ii) obtained by the other Party from third parties without restrictions on disclosure, (iii) independently developed or acquired by the other Party without reference to Confidential Information, or (iv) required to be disclosed by order of a court or other governmental entity.

10.2 These confidentiality obligations shall survive the termination or expiry of this Agreement.

10.3 In the event of actual or threatened breach of the provisions of Section 8 the non-breaching Party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

10.4 The Licensee shall ensure that all persons having access to such confidential information sign an appropriate form of confidentiality agreement which is substantially similar to the terms contained in this section.

## 11. TERM & TERMINATION

11.1 The Agreement commences on the Effective Date and will remain in force to the term specified in the Order Form ("Initial term") and shall automatically renew for the renewal period indicated in the order form ("Renewal Term"), unless (a) this Agreement is earlier terminated in accordance with its terms (b) in the event either Party gives the other written notice of its decision not to renew this Agreement at least forty five (45) days prior to the end of the then current Initial Term or Renewal Term as applicable (c) Licensee elect not to auto-renew at the time of the initial order placed with Wipro. However, in the event such termination is by Licensee, no such termination will entitle Licensee to a refund of any portion of any monies which have been paid to Wipro. The Licensee shall notify Wipro in writing of its intention whether to renew this Agreement at least 30 days prior to the expiration hereof. This Agreement may be renewed upon the parties' mutual consent. Wipro will notify Licensee reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless Licensee promptly notify Wipro in writing, before the renewal date, that Licensee do not accept the fee changes. In that case, the Agreement will terminate at the end of the current Usage Term. The

Initial Term and any Renewal Term(s) together shall be referred to as the Term ("Term").

11.2 Wipro may, by written notice to Licensee, terminate this Agreement if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of any monies which have been paid to Wipro: (i) Licensee is in breach of this Agreement, where breach, is not cured within thirty (30) days after Wipro gives Licensee written notice of such breach; (ii) Licensee terminates its business activities or becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; (iii) Licensee fails to pay its debts or perform its obligations as they mature; this shall include a default on payment of any License Fee; (iv) makes Use of the Software in violation of Agreement, or is found using the Software for any purpose that is prohibited by law

11.3 Termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or Wipro's treatment of Confidential Information, provisions relating to the payment of amounts due, provisions limiting or disclaiming Wipro's liability, provisions regarding non-solicitation and/or applicable law, and all other provisions, which by their nature, are intended to survive termination, which provisions will survive termination of this Agreement.

11.4 Within fourteen (14) days after the date of termination or expiry discontinuance of the is Agreement for any reason whatsoever, Licensee shall return or destroy the Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession provided by Wipro.

## 12. DATA PRIVACY

For the purpose of this provision, the terms 'personal data', 'process/processing', 'data controller', 'data processor', 'data subject' shall have the same meaning as under the applicable data protection and privacy law and regulation and notably as in Directive 95/46/EC and any subsequent applicable legislation that may replace them (such as the European General Data Protection Regulation 2016/679).

Wipro acknowledges that in the course of performing its obligation under this Agreement, it may have access to and process personal data relating to Licensee (including its employees, applicants, customers, etc.) and/or other third parties ("Licensee personal data").

Wipro acknowledges and agrees that any data including without limitation, personal data must be processed solely for the purpose for which it is provided i.e. only on behalf and in accordance with Licensee's documented instructions. The Wipro acknowledges and agrees that at all times personal data are processed in compliance with applicable data protection and privacy regulations and ensures that its employees, contractors and/or agents comply with the relevant provisions of the applicable data protection and privacy law and regulation and with the following obligations. Further, the Wipro understands that for the purpose of this Agreement and the Services

being provided hereunder, the Wipro is the data processor and Licensee is the data controller. The Parties agree that the Wipro shall:

- i. Use the highest industry standards and data controls and take technical and organizational security measures to safeguard and protect Licensee personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access, in particular when the processing involves the transmission of data over a network, and against all other unlawful forms of processing. The Wipro agrees to provide a detailed list of such security measures and controls taken at Licensee's request;
- ii. Not process Licensee personal data for any purpose other than those necessary for the performance of this Agreement;
- iii. Restrict access to all Licensee personal data, whether stored and processed electronically or otherwise, to such of the Wipro's relevant employees and/or agents and any subcontractors engaged by the Licensee who have a specific need to access Wipro personal data, and will take reasonable steps to ensure the reliability of any individuals or entities who have access to such personal data;
- iv. Promptly inform Licensee about:
  - a. Any breach (actual or threatened) of data provided to the Wipro and the steps it has taken to mitigate such breach;
  - b. Any request received directly from the data subjects concerned by Licensee personal data without responding to that request, unless it has been expressly authorized by Licensee to do so;
  - c. Any legally binding request for disclosure of Licensee personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- v. Destroy and/or return all data immediately upon expiry/termination of this Agreement, or earlier if the purpose for which such data is required has been fulfilled. It is clarified that Licensee may require Wipro to delete, amend, modify or otherwise dispose 'personal data' at any time during the term of the Agreement;
- vi. Defend, indemnify and hold harmless Licensee, its affiliates and Customers from and against any and all liabilities, costs, expenses (including legal expenses), damages, injury, fines, claims, losses that arise from or in respect of use or misuse of data by the Wipro or otherwise attributable to any data breach pursuant to this Agreement;
- vii. Not subcontract any part of the services without the prior written consent of Licensee and without requiring the sub-processor to sign a contract containing equivalent provisions as those set out in this provision. Wipro undertakes also to send upon request a copy of any sub-processor agreement it concludes to Licensee;
- viii. At all times allow Licensee or its third-party auditor to access to the Licensee's data processing facilities (or the Licensee's subcontractor's facilities) to carry out an audit of all facilities, equipment, documents or electronic data relating to and/or used in the processing of Licensee personal data by the Licensee and

verify Wipro's confidentiality and security measures taken, provided that Licensee shall give reasonable notice to Wipro prior to conducting such audit;

### 13. NON-ASSIGNMENT/BINDING AGREEMENT

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Wipro, which consent will not be unreasonably withheld.

### 14. MISCELLANEOUS

14.1 Force Majeure. Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

14.2 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement.

14.3 Licensee agrees that for the term of this Agreement and for a period of one (1) year thereafter, Licensee will not directly or indirectly, recruit, solicit, discuss employment with, hire, employ or engage any Wipro personnel then assigned to provide any aspect of the Services to the Licensee or its affiliates or who were so assigned within the previous one (1) year period, or induce any such individual to leave the employ of Wipro.

14.4 U.S. Government End Users. The Software, Online Services and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this Agreement. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

14.5 **Export.** Software, Online Services and services are subject to U.S. and local export control and sanctions laws. Licensee acknowledge and agree to the applicability of and Licensee's compliance with those laws, and Licensee will not receive, use, transfer, export or re-export any Software in a way that would cause Wipro to violate those laws. Licensee also agree to obtain any required licenses or authorizations.

14.6 Wipro Partner Transactions. If Licensee purchase Software from a Wipro Partner, the terms of this Agreement apply to Licensee's use of that Software and prevail over any inconsistent provisions in Licensee's agreement with the Wipro Partner.

14.7 Public Announcements. Licensee agrees that Wipro may use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of Wipro.

14.8 Applicable Law and Dispute Resolution. This agreement shall be governed by and any dispute shall be resolved in accordance with the Laws of New York, excluding its conflict of law principles.

14.9 Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) sent by registered mail return receipt requested or (b) by facsimile or **electronic** mail, in each case forwarded to: General Counsel, Wipro Ltd, Dodda Kannelli, Sarjapur Road, Bangalore35; Email: [generalcounsel.office@wipro.com](mailto:generalcounsel.office@wipro.com)

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## Annexure A

### ORDER FORM

The Software being licensed to the Licensee along with other details, are given in the table below:

1	Name of Licensee	(As per order and billing information)
2	Details of Wipro's Software	Cloud Application Risk Governance (CARG v2.0.0)
3	Usage duration	(As per order and billing information.)
4	Deployment or operating environment needed for the Software	Software is deployed on Licensee controlled cloud environment. As listed in Annexure C
5	Purpose or 'Use' permitted & Usage Metrics	Complete functionality of the Software shall be accessed and used by Authorized Third Parties (as per order and billing information.)  The solution would be available on Cloud Marketplace for customers to download and install.  The licensing is based on the number of Cloud workloads being monitored and assessed by the solution. The usage will be limited to the purchased annual subscription.
6	Version upgrades	As per availability, customer would be entitled for new releases/patches upon having an Active subscription of the software.
7	Territory	Licensee's place of business (as per order and billing information)
8	Support & Maintenance	<ul style="list-style-type: none"><li>- Support and Maintenance of the solution would be covered as part of the purchased annual subscription.</li><li>- For additional services, the support and maintenance fees would be extra (if opted).</li></ul>
9	Third Party Software components used in the Software	See Annexure B

**Annexure B**

**Third party software components used in the Software**

<b>Component Family Name</b>	<b>Package Name</b>	<b>Version</b>	<b>License Name</b>	<b>License</b>
<b>Microsoft</b>	Microsoft ASP.NET Web API, Microsoft ASP.NET Web Pages, Microsoft jQuery Unobtrusive Validation, Microsoft.Owin, Microsoft ASP.NET MVC, Client Libraries, Microsoft ASP.NET Web Pages, RAZOR - Microsoft.NET Application Suite, System.Net.Http, System.Runtime.InteropServices.RuntimeInformation, Entity Framework, Microsoft jQuery Unobtrusive Validation, Owin.Host.SystemWeb, RAZOR - Microsoft.NET Application Suite	5	Microsoft .NET Library License	<a href="https://www.microsoft.com/web/webpi/eula/net_library_eula_ENU.htm">https://www.microsoft.com/web/webpi/eula/net_library_eula_ENU.htm</a>
	Microsoft.IdentityModel.Logging, Microsoft.IdentityModel.Tokens, System.Runtime.CompilerServices.Unsafe, System.Buffers, System.Memory, System.Threading.Tasks.Extensions, azure-activedirectoryidentitymodel-extensions-fordotnet	5.6.0	MIT License	<a href="https://www.microsoft.com/web/webpi/eula/net_library_eula_ENU.htm">https://www.microsoft.com/web/webpi/eula/net_library_eula_ENU.htm</a>
<b>Npgsql</b>	Npgsql	4.0.10	PostgreSQL License	<a href="https://www.postgresql.org/about/license/">https://www.postgresql.org/about/license/</a>



<b>Log4Net</b>	Apache Log4Net	2.0.15	APL 2.0	<a href="https://logging.apache.org/log4net/license.html">https://logging.apache.org/log4net/license.html</a>
<b>AWSSDK</b>	AWSSDK - Amazon Simple Storage Service, AWSSDK - AWS Identity and Access Management, AWSSDK - AWS Key Management Service, AWSSDK - AWS Security Token Service, AWSSDK - Core Runtime		APL 2.0	<a href="https://aws.amazon.com/legal/elemental-appliances-software-eula/">https://aws.amazon.com/legal/elemental-appliances-software-eula/</a>
<b>Google APIs Client Library</b>	Google APIs Auth Client Library, Google APIs Client Library, Google APIs Core Client Library, Google.Apis.Storage.v1 Client Library, Google.Cloud.Storage.V1,	1.57.0	APL 2.0	<a href="https://developers.google.com/terms">https://developers.google.com/terms</a>
	Google API Extensions, Google REST API Extensions	2.10.0	BSD 3-Clause	<a href="https://developers.google.com/terms">https://developers.google.com/terms</a>
<b>jQuery</b>	jQuery, jQuery UI, jquery-validation, jquery.confirm	2.2.3	MIT License	<a href="https://jquery.org/license/">https://jquery.org/license/</a>
<b>System.IdentityModel.Tokens.Jwt</b>	JSON Web Token Handler	5.6.0	MIT License	<a href="https://licenses.nuget.org/MIT">https://licenses.nuget.org/MIT</a>
<b>Moment.js</b>	momentjs-rails	2.29.4	MIT License	<a href="https://docs.oracle.com/cd/E80480_01/English/licensing_information/87864.htm">https://docs.oracle.com/cd/E80480_01/English/licensing_information/87864.htm</a>
<b>Respond</b>	Respond	1.4.2	MIT License	<a href="https://github.com/scottjehl/Respond/blob/master/LICENSE-E-MIT">https://github.com/scottjehl/Respond/blob/master/LICENSE-E-MIT</a>
<b>System.ValueTuple</b>	System.ValueTuple	4.5.0	MIT License	<a href="https://github.com/dotnet/corefx/blob/master/LICENSE.TXT">https://github.com/dotnet/corefx/blob/master/LICENSE.TXT</a>

<b>BouncyCastle</b>	Bouncy Castle - C#	1.8.5	MIT License	<a href="http://www.bouncycastle.org/licence.html">http://www.bouncycastle.org/licence.html</a>
<b>YCSOft.WebAPI.Utility</b>	YCSOft.WebAPI.Utility	1.0.0.1	MIT License	<a href="https://www.nuget.org/packages/YCSOft.WebAPI.Utility/">https://www.nuget.org/packages/YCSOft.WebAPI.Utility/</a>
<b>Castle.Core</b>	Castle Project	4.4.0	APL 2.0	<a href="https://licenses.nuget.org/Apache-2.0">https://licenses.nuget.org/Apache-2.0</a>
<b>DnsClient</b>	DnsClient	1.0.7	APL 2.0	<a href="https://licenses.nuget.org/Apache-2.0">https://licenses.nuget.org/Apache-2.0</a>
<b>DynamicLanguageRuntime</b>	DynamicLanguageRuntime	1.3.0	APL 2.0	<a href="https://licenses.nuget.org/Apache-2.0">https://licenses.nuget.org/Apache-2.0</a>
<b>IronPython</b>	IronPython	2.7.11	APL 2.0	<a href="https://licenses.nuget.org/Apache-2.0">https://licenses.nuget.org/Apache-2.0</a>
<b>Bitbucket.Net</b>	org.bitbucket.wanikirtesh:sbnreporter_lite	1.0.0	APL 2.0	<a href="https://github.com/lvermeulen/Bitbucket.Net/blob/master/LICENSE">https://github.com/lvermeulen/Bitbucket.Net/blob/master/LICENSE</a>
<b>System.Interactive.Async</b>	System.Interactive.Async	3.2.1	APL 2.0	<a href="https://licenses.nuget.org/MIT">https://licenses.nuget.org/MIT</a>
<b>DotNetZip</b>	DotNetZip	1.13.4	Zlib License/ Microsoft Public License/ APL 2.0/ BSD 3-clause	<a href="https://raw.githubusercontent.com/haf/Zip.Semver/master/LICENSE">https://raw.githubusercontent.com/haf/Zip.Semver/master/LICENSE</a>
<b>NReco.PdfGenerator</b>	NReco.PdfGenerator	1.2.0	BSD 2-Clause	<a href="https://www.nreco.site.com/pdf_generator_net.aspx">https://www.nreco.site.com/pdf_generator_net.aspx</a>
<b>Antlr</b>	antlr	3.4.1.9004	BSD 3-Clause	<a href="http://www.antlr3.org/license.html">http://www.antlr3.org/license.html</a>
<b>Modernizr</b>	Modernizr	2.8.3	BSD 3-Clause/ MIT License	<a href="http://www.modernizr.com/license/">http://www.modernizr.com/license/</a>
<b>Font</b>	Font-Awesome	4.7.0	MIT License and SIL OFL 1.1	<a href="https://fontawesome.com/license/free">https://fontawesome.com/license/free</a>
<b>Bootstrap</b>	Bootstrap (Twitter)	5.2.3	MIT License	<a href="https://getbootstrap.com/docs/4.0/about/license/">https://getbootstrap.com/docs/4.0/about/license/</a>

<b>Documentformat</b>	DocumentFormat.OpenXml	2.11.3	MIT License	<a href="https://licenses.nuget.org/MIT">https://licenses.nuget.org/MIT</a>
<b>Newtonsoft</b>	Newtonsoft.Json	11.0.1/13.0.3	MIT License	<a href="https://licenses.nuget.org/MIT">https://licenses.nuget.org/MIT</a>

## ANNEXURE C

### CARG V2.0.0 Hardware Prerequisites

#### VM Requirements:

The below configurations: x 2 instances for High availability setup (depends on the customer requirement)

WebApp Server	DB Server
<ul style="list-style-type: none"><li>• VM configuration – m5.xlarge   4 vCPU, 8GB RAM, 500GB</li><li>• OS - Windows 2019 standard server with admin access</li></ul>	<ul style="list-style-type: none"><li>• db.r5.xlarge, 4 vCPU, 16 GB RAM, Storage - 100 GiB</li><li>• Aurora PostgreSQL engine version 15.2 with superuser access</li></ul>

#### Software Requirements: Open-source software

Sl. No	Software	Version	Source URL
1	IIS	v10	<a href="https://www.iis.net/community/files/EULA/IISManager.html">https://www.iis.net/community/files/EULA/IISManager.html</a>
2	.Net framework 4.5	4.5	<a href="https://www.microsoft.com/en-in/download/details.aspx?id=30653">https://www.microsoft.com/en-in/download/details.aspx?id=30653</a> (not direct EULA link for the software)
3	Google Chrome	111.0.5563.64	<a href="https://www.google.com/chrome/eula/index.html">https://www.google.com/chrome/eula/index.html</a>
4	Postman	v10	<a href="https://www.postman.com/legal/terms/">https://www.postman.com/legal/terms/</a>
5	DBeaver	23.0	<a href="https://dbeaver.com/eula/">https://dbeaver.com/eula/</a>
6	pgAdmin4	6.20	<a href="https://www.pgadmin.org/licence/">https://www.pgadmin.org/licence/</a>
7	Postgres SQL	15.2	<a href="https://www.postgresql.org/about/licence/">https://www.postgresql.org/about/licence/</a>
8	Python	3.11.2	<a href="https://docs.python.org/3/license.html">https://docs.python.org/3/license.html</a>
9	AWS CLI	v2	EULA is displayed during installation of this software
10	Visual studio Code	v1.76	<a href="https://marketplace.visualstudio.com/items/AngularDoc.angular-doc-vscode/license">https://marketplace.visualstudio.com/items/AngularDoc.angular-doc-vscode/license</a>