

Terms and Conditions

Sprinriver Technology Private Limited (“SPRING&RIVER”) is willing to license the licensed software, **Texplotic (<https://texplotic.com>)** to you as the individual, the company, or the legal entity that will be utilizing the licensed software (referenced below as “you” or “your”) only on the condition that you accept all of the terms of this license agreement (“license agreement”). Read the terms and conditions of this license agreement carefully before using the licensed software. This is a legal and enforceable contract between you and SPRING&RIVER. by clicking the “I AGREE” or “YES” button, or otherwise indicating assent electronically or downloading the licensed software or otherwise using the licensed software, you agree to the terms and conditions of this license agreement. If you do not agree to these terms and conditions, click the “I DO NOT AGREE” or “NO” button or otherwise indicate refusal and make no use of the licensed software. The terms and conditions of this license are specifically incorporated by this reference into your quote or purchase order unless specifically amended by a mutually executed software license agreement or other writing signed by you and SPRING&RIVER. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE “DEFINITIONS” SECTION OF THIS LICENSE AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1. DEFINITIONS

“**Documentation**” means the user documentation SPRING&RIVER provides with the Licensed Software, if any.

“**License Instrument**” means one or more of the following applicable documents which further defines your license rights to the Licensed Software: a Software License Agreement or a similar license document issued by SPRING&RIVER, or a written agreement between you and SPRING&RIVER, that accompanies, precedes or follows this License Agreement.

“**Licensed Software**” means the software product provided to you by SPRING&RIVER on download accompanying this License Agreement as identified in your Quote or Purchase Order, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

“**Support Certificate**” means the certificate sent by SPRING&RIVER, if any, confirming your purchase of the applicable SPRING&RIVER maintenance/support for the Licensed Software.

“**Upgrade**” means any version of the Licensed Software that has been released to the public and which replaces the prior version of the Licensed Software on SPRING&RIVER’s price list pursuant to SPRING&RIVER’s then-current upgrade policies.

2. LICENSE GRANT.

Subject to your compliance with the terms and conditions of this License Agreement, SPRING&RIVER grants to You the following rights: (i) a non-exclusive, non-transferable license to use the Licensed Software solely in support of your internal business operations in the quantities depicted in your Quote or Purchase Order and as further described in this License Agreement and the applicable License Instrument (if any); and (ii) the right to make a single uninstalled copy of the

Licensed Software for archival purposes which you may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use).

3. TERM.

The term of the Licensed Software license granted under this License Agreement shall be as indicated in your Quote or Purchase Order, the Effective Date of this License Agreement shall be the date You download the Licensed Software, clicking "I Agree" or the "Yes" buttons if downloaded from our website/url. License Agreement shall be renewed automatically for consecutive annual terms unless terminated by the Parties consistent herewith. If you have obtained the Licensed Software for a fixed term, your rights to use such Licensed Software shall end on the applicable end date as indicated in your Quote or Purchase Order and you shall cease use of the Licensed Software as of such applicable end date.

4. LICENSE RESTRICTIONS.

You may not, without SPRING&RIVER's prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software except as expressly provided in this License Agreement; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering, disassembly, or decompiling of the Licensed Software; (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby you operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than you; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless you have separately acquired the right to use such later version through a License Instrument or Support Certificate; nor (vii) use of the Licensed Software above the quantity and Use Level that have been licensed to you under this License Agreement or the applicable License Instrument.

5. OWNERSHIP/TITLE.

The Licensed Software is the proprietary property of SPRING&RIVER and is protected by copyright law. SPRING&RIVER retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to you are retained by SPRING&RIVER and/or its licensors.

6. CONTENT UPDATES.

This License Agreement does not otherwise grant you the right to obtain and use Content Updates. In its sole discretion, Spring&River reserves the right to release any patch or update for its users either free of cost or at cost.

7. WARRANTY DISCLAIMERS.

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE PRODUCT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PRODUCT IS SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPRING&RIVER DOES NOT MAKE AND

HEREBY DISCLAIM ANY GUARANTEES, CONDITIONS, WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OR OTHER TERMS INCLUDING AS TO: (A) ITS CONFORMITY, ACCURACY, CORRECTNESS, COMPLETENESS, RELIABILITY OR SECURITY (B) ITS SUITABILITY FOR A PARTICULAR USE; (C) IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT; (D) ITS MARKET VALUE; OR (E) YOUR SATISFACTION. SPRING&RIVER DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTING THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT. ALSO OUTPUT / PERFORMANCE OF THE PRODUCT MAY GET AFFECTED BY RESTRICTION IMPOSED BY WORDWIDE WEBSITE PERTAINING TO FETCHING OF DATA FROM SUCH PORTAL. SPRING&RIVER SHALL NOT BE RESPONSIBLE FOR RESTRICTIONS, IN ANY MANNER WHATSOEVER.

8. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL SPRING&RIVER, IT'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR LOSS OR DAMAGE SUFFERED IN CONNECTION WITH THE USE OF THE PRODUCT. THIS INCLUDES WITHOUT LIMITATION (A) ALL LOSSES OF ANY KIND, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE, (B) DIRECT LOSS; (C) ACCIDENTAL LOSS, (D) INCIDENTAL LOSS, (E) CONSEQUENTIAL LOSS, AND (F) INDIRECT LOSS. NOTWITHSTANDING THE AFOREMENTIONED LIMITATIONS OF LIABILITY, YOUR SOLE REMEDY IN THE EVENT OF A DISPUTE WITH SPRING&RIVER OR ITS LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS IS TO CEASE TO USE THE PRODUCT; AND IF APPLICABLE, SEEK DAMAGES FOR YOUR LOSSES. FOR ANY PRODUCT PURCHASED FOR USE ON A COMPATIBLE MOBILE TERMINAL THAT WOULD NOT MEET THE APPLICABLE LEGAL WARRANTIES, SPRING&RIVER'S LIABILITY IS LIMITED TO THE REFUND (DIRECTLY OR INDIRECTLY THROUGH ITS CHANNEL PARTNERS OR ASSOCIATED SERVICE PROVIDERS) OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SPRING&RIVER, ITS AFFILIATES, LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR DAMAGES IN EXCESS OF ANY AMOUNT YOU HAVE PAID TO SPRING&RIVER FOR PURCHASE OF THE PRODUCT. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SPRING&RIVER'S BREACH OF THIS WARRANTY.

9. EXPORT REGULATION.

You acknowledge that the Licensed Software and related technical data and services (collectively "Controlled Technology") are subject to the import and export laws of India and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not export any Controlled Technology in contravention to prevailing law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required.

10. TERMINATION.

For Convenience. Either Party may terminate this License Agreement or any Order in part or in its entirety at any time for convenience upon thirty (30) days' prior written notice to the other Party. In the event Customer terminates for convenience, no refund of Fees paid or payable under your

Quote, Order or this License Agreement shall be payable from SPRING&RIVER. For Cause. Either party may terminate this License Agreement or Order following written notice to the other party where the other Party has failed to cure a material breach, after having been given written notice of the material breach and thirty (30) days following receipt of said written notice to cure the material breach. In the case of a Termination for Cause, SPRING&RIVER shall refund to Customer all pre-paid unused fees the Licensed Product or services up to the date of the uncured material breach. Upon termination, you shall immediately stop using and destroy all copies of the Licensed Software.

11. GENERAL.

ASSIGNMENT. You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without SPRING&RIVER's prior express written consent.

COMPLIANCE WITH APPLICABLE LAW. You are solely responsible for your compliance with, and you agree to comply with, all applicable laws, rules, and regulations in connection with your use of the Licensed Software.

GOVERNING LAW; SEVERABILITY; WAIVER. This License Agreement will be governed by the laws of India. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

THIRD PARTY PROGRAMS. This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations you may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third-Party Programs as well.

ENTIRE AGREEMENT. This License Agreement and any related License Instrument are the complete and exclusive agreement between you and SPRING&RIVER relating to the Licensed Software and shall be binding on you on or after download of the software. This License Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by you, even if signed and returned. This License Agreement may only be modified by a License Instrument that accompanies or follows this License Agreement.