

SPACE CLOUD ENTERPRISE LICENSE AGREEMENT

This SPACE CLOUD ENTERPRISE LICENSE AGREEMENT (“**Agreement**”) governs the access and use of the Space Cloud Enterprise Edition (“**Product**”) Licensed by Space Up Technologies LLP, (“**Space Cloud**”) as per terms hereof.

By making payment to acquire the License of the Product, the person / entity who has acquired such License of the Product (“hereinafter referred to as **Client**”) agrees to these terms as binding upon the Client. If an employee or any third party has made payment on behalf of the Client, such employee or any third party represents that it has the authority to bind the Client to this Agreement and has acted as an agent of the Client. Space Cloud reserve the rights to modify the terms stated in this Agreement from time to time which shall be binding upon the Client. Such updated terms will be available on Space Cloud’s website and shall be binding upon the Client. Space Cloud shall endeavour to communicate the same to the Client. If Client has entered into a separate written agreement with Space Cloud regarding the use of the Product, then the terms of that agreement will prevail and will govern Client’s use of the Product.

- 1. GRANT OF LICENSE:** Subject to the provisions of this Agreement, Space Cloud hereby grants to the Client, a limited, non-perpetual, non-sub licensable, non-assignable, non-transferable, non-exclusive License to install, use, implement the Product in binary form solely for Client’s internal use during the Term and for the Territory as stated in the Order Form unless this Agreement is terminated prior thereto.
- 2. DELIEVRY:** Space Cloud will make available to Client electronically one (1) copy of the Product, together with related Documentation.
- 3. PAYMENTS:**
 - 3.1. Subscription Fee:** During the Term of this Agreement, Client shall pay to Space Cloud Subscription Fee as specified in the applicable Order Form for the License granted as per terms hereof. In addition, Client will pay all out-of-pocket travel and living expenses incurred in connection with Space Cloud's provision of the Product and Support Services, if any, identified in the applicable Order Form.
 - 3.2. Taxes/Duties:** All fees and charges including Subscription Fee payable by Client under this Agreement are exclusive of any (a) duties or (b) present or future sales, use, value added, goods and service, excise, or other governmental or similar taxes applicable to this Agreement. Space Cloud will separately itemize any applicable taxes and duties of which it is aware on each invoice, unless Client furnishes Space Cloud with a properly executed tax exemption certificate certifying that it does not owe such taxes and duties. Client will be responsible for paying any applicable taxes and duties currently or hereafter assessed or levied by a government agency, other than taxes based on Space Cloud's net income. If any applicable law requires Client to withhold amounts from any payments to Space Cloud under this Agreement, (a) Client will effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Space Cloud with tax receipts evidencing the payments of such amounts and (b) the sum payable by Client upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, Space Cloud receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Space Cloud would have received and retained absent the required deduction or withholding.
 - 3.3. Payment:** Subscription Fee (a) will be paid in advance by 2nd of each month.; and (b) will be paid in U.S. dollars or Indian Rupees as may be applicable without right of set off or chargeback. Subscription

Fee are non-refundable. All amounts not paid when due are subject to a late fee of one and half percent (1.5%) per month.

4. CONFIDENTIALITY: Each party acknowledges that it acquires only the right to use the other party's Confidential Information under the terms and conditions of this Agreement and does not acquire any rights of ownership or title in the other party's Confidential Information. Each party will hold in confidence any Confidential Information received by it from the other and will protect the confidentiality of such with the same degree of care that it exercises with respect to its own information, but in no event less than reasonable care, for a period of one (1) year from receipt. Each party will only disclose Confidential Information to its employees, agents, representatives, and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of their Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. If a party is required to disclose Confidential Information pursuant to any applicable statute, regulation or order of a court of competent jurisdiction, that party will use commercially reasonable efforts to notify the other party of the required disclosure.

5. OWNERSHIP:

5.1. Other than the limited License rights specifically granted in this Agreement, Space Cloud will own all right, title, and interest in and to its pre-existing technology, the Product, and all associated Intellectual Property Rights.

5.2. Restrictions:

5.2.1. Client will not fork or bifurcate the Source Code for any Space Cloud Community Edition Product into a separately maintained Source Code repository so that development done on the original code requires manual work to be transferred to the forked software or so that the forked software starts to have or has features not present in the original Software.

5.2.2. Client will use Space Cloud trademarks only in accordance with Space Cloud's then-current Trademark Standards for use set forth by Space Cloud and not otherwise. Any use by Client of Space Cloud trademarks will inure to the benefit of Space Cloud.

5.2.3. Client agrees not to and shall not permit any third party, under any circumstances, disassemble or decompile or unlock or reverse engineer or otherwise seek or utilize the Software and/or the Product other than in the object code form as per terms hereof or otherwise attempt to discover the Source Code, object code or underlying structure, ideas or algorithm of the Software or any of its Version or any Documentation or data related to the Software or in any manner decode or modify the Software and/or the Product for any reason whatsoever.

5.2.4. Client shall ensure that Client adheres to all the technical specifications and instructions relating to the usage of the Software as stated in this Agreement and shall be solely responsible and liable for any consequences, whether direct, indirect or consequential, arising out of the use of the Software.

5.2.5. Client shall not modify, translate or create Derivative Work based on the Software and/or the Product or any of its Version.

5.2.6. Client shall not use, copy, modify, merge, or transfer copies of Software except as provided in this Agreement.

6. WARRANTIES:

6.1. Warranty:

6.1.1. Space Cloud warrants that the Support Services will be performed in a workmanlike manner and shall conform to standards of the industry. In case of breach of the foregoing warranty, Client's sole remedy and Space Cloud's sole obligation will be for Space Cloud to re-perform the defective Support Services.

6.1.2. Space Cloud warrants that during the thirty (30) day period following delivery, the Product will substantially conform to the Documentation. In case of breach of the foregoing warranty, Client's sole remedy and Space Cloud's sole obligation will be for Space Cloud to correct the defects in the Product.

6.1.3. The warranties in Sections 6.1.1 and 6.1.2 are made to and for the benefit of Client only. The warranties will apply only if; (i) the Product has been properly installed and used at all times and in accordance with the instructions in the applicable Documentation; (ii) except for as expressly set forth herein, no modification, alteration or addition has been made to the Product; and (iii) Space Cloud receives written notification of the breach, in the case of the warranty in Section 6.1.1., within three (3) working days following the performance of the relevant Support Services and in the case of the warranty in Section 6.1.2, within thirty (30) working days following the date the Product was initially delivered to Client.

6.2. Warranty Disclaimer: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PRODUCT AND SERVICES ARE PROVIDED "AS IS" AND SPACE CLOUD MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, SYSTEM INTEGRATION, COURSE OF PERFORMANCE, COURSE OF DEALING, OR FITNESS FOR A PARTICULAR PURPOSE. SPACE CLOUD DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE PRODUCT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

7. LIMITATION OF LIABILITY: SPACE CLOUD SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE OR ANY OTHER SIMILAR DAMAGES), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT (INCLUDING NEGLIGENCE), WHETHER OR NOT FORESEEABLE, EVEN IF SPACE CLOUD HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SPACE CLOUD'S AGGREGATE LIFETIME CUMULATIVE LIABILITY FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, WILL BE LIMITED TO THE LAST THREE MONTHS SUBSCRIPTION FEE PAID BY CLIENT TO SPACE CLOUD UNDER THIS AGREEMENT IMMEDIATELY BEFORE SUCH LIABILITY HAS ARISEN. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SPECIFICALLY PROVIDED BY THIS AGREEMENT SET FORTH CLIENT'S EXCLUSIVE REMEDIES AND ALLOCATE BETWEEN SPACE CLOUD AND CLIENT THE RISKS UNDER THIS AGREEMENT, SOME OF WHICH MAY BE UNKNOWN OR UNDETERMINABLE.

- 8. INDEMNITY:** Client shall indemnify, defend and hold Space Cloud, its directors, employees harmless against all liability, losses, costs, charges, penalties, damages, fines and expenses (including but not limited to, legal costs and expenses) incurred by Space Cloud in connection with any demand, claim (including third party claims) or proceedings or actions of any nature whatsoever made or instituted against or caused to or suffered by Space Cloud directly or indirectly by reason of or as a result of:
- 8.1.** Any act or omission including but not limited to wrongful, incorrect, dishonest, criminal, fraudulent; or negligent work; or default, failure, bad faith, disregard of its duties and obligations hereunder, by the Client and/or its Personnel.
 - 8.2.** Any loss or damage to the properties of Space Cloud.
 - 8.3.** Due to breach of any of the terms and conditions of this Agreement by Client and/or its Personnel.
 - 8.4.** Any breach of Confidential Information and/or Intellectual Property Rights as mentioned under this Agreement.
 - 8.5.** Any infringement or misappropriation or alleged infringement or misappropriation of a copyright including copyright in the Software and/or Product and/or the Documentation, trademark, proprietary right or any other Intellectual Property Rights or other personal/ privacy rights of any third party by the Client; and
 - 8.6.** Violation of applicable law(s) and/or regulation(s).

9. TERM AND TERMINATION:

- 9.1. Term:** This Agreement shall commence on the Effective Date, and unless otherwise stated on an Order Form, this Agreement shall remain in effect for a period of one (1) year. Thereafter, this Agreement shall automatically keep renewing for additional one (1) year successive periods unless either party provides written notice to the other party of its intention not to renew this Agreement minimum sixty (60) days prior to the expiration of the then-current term.
- 9.2. Termination:** This Agreement may be terminated by a party for cause immediately if (a) the other ceases to do business, or otherwise terminates its business operations or files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors; or (b) the other materially breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of written notice describing the breach. Space Cloud may immediately terminate this Agreement if in its reasonable opinion the Client has misused the Software and/or the Product and/or Documentation or taken any action to contest the validity or ownership thereof.
- 9.3. Effect of Termination:** Upon expiry or early termination of this Agreement by either party (a) all rights, the License and rights granted to the Client hereunder including in the Product and/or the Support Services shall forthwith stand revoked upon terminate and the Client shall immediately cease using the same and (b) the Client will immediately return to Space Cloud all Confidential Information in its possession, custody or control in whichever form held (including all copies or embodiments of the Confidential Information) and will cease using any trademarks, service marks and other designations of Space Cloud. To remove all doubt, except as set forth in this Agreement, it is hereby clarified that Client will not be entitled to any additional remuneration, or reimbursement of any expenses based on the expiration or termination of this Agreement.
- 9.4. Survival:** Section 3, 4, 5, 6.2, 7, 8, 9, 11 and 12 will survive the expiration or termination of this Agreement.

10. REQUIRED CONSENTS:

Client shall be responsible for promptly obtaining and providing to Space Cloud all "Required Consents" and pay any associated costs, fees, or charges necessary for Space Cloud to provide the Support Services described in an Order Form. A Required Consent means any consents or approvals required to give Space Cloud and its subcontractors the right or license to access, use, execute, reproduce, display, perform, distribute, and/or modify (including create Derivative Works) (collectively, "Use") Client or a third party's software, hardware, firmware, or other products (collectively, "Other Products"), to enable Space Cloud and its subcontractors to perform the Support Services set forth in an Order Form without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such Other Products. Space Cloud shall be relieved of the performance of any obligations that may be affected by Client's failure to promptly provide any Required Consents to Space Cloud. Space Cloud may disclose that Client is one of its client to any third-party at its sole discretion, and may place Client's name and logo on its website and marketing materials for this purpose in compliance with all trademark usage guidelines, if any provided in writing by Client to Space Cloud from time to time and the Client hereby consents to such disclosure by Space Cloud.

11. INTELLECTUAL PROPERTY RIGHTS:

11.1. Notwithstanding anything to the contrary contained herein, except for the limited License rights expressly provided herein, Space Cloud shall have and will retain all rights, title and interest and all Intellectual Property Rights (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to its Proprietary Information, the Software, Source Code, object code, microcode, sample code, Documentation, services, and all Version, copies, modifications and Derivative Work thereof (including any changes which incorporate any of the Client ideas, feedback or suggestions). All Release and Maintenance Fix if any, to the Software, Product and Documentation shall be considered as the part of the Product and shall always remain Space Cloud's intellectual property at all times. Client acknowledges that Client is obtaining only a limited License right to use the Product, object code, Documentation and no ownership rights or copyright or Intellectual Property Right in the Software and/or the Product are being conveyed to Client under this Agreement or otherwise.

11.2. Client shall not be entitled to claim any proprietary rights (including IPR rights) in the said Product and/or the Software or any Version or Documentation thereof and recognises the right of Space Cloud in the said Product and the Software.

11.3. The parties agree that all Derivative Work shall vest in Space Cloud alone.

11.4. Space Cloud shall not have any right, title and interest in and to the Client's software using the Product.

12. GENERAL TERMS:

12.1. Force Majeure: Except for payment obligations, a party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform.

12.2. Relationship of Parties: This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

12.3. Notices: All written notices required by this Agreement must be delivered to the address specified on the Order Form. All notices will be effective upon receipt.

12.4. Assignment: Client may not assign or otherwise transfer any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Space Cloud, and any such assignment in violation of this Section shall be void, except that the transfer of this Agreement or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section.

12.5. Entire Agreement: This Agreement together with the attached Order Forms constitutes the entire agreement between the parties relating hereto and will supersede all prior agreements and understandings concerning the subject matter hereof. This Agreement may not be changed except in writing and signed by both parties.

12.6. Conflicting Terms: In the event of any conflict, the Order Form will prevail.

12.7. Waiver or Delay: Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

12.8. Provisions Found Invalid: If any term or provision of this Agreement is found to be invalid under any applicable statute or rule of law then, that provision notwithstanding, this Agreement will remain in full force and effect and such provision will be deemed omitted.

12.9. Governing Law: This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India and the courts of Mumbai alone shall have exclusive jurisdiction in the matter.

12.10. Dispute Resolution: If Client is not satisfied with the Space Cloud or the Product or Support Services provided by Space Cloud, Client agrees to give Space Cloud a written description of the problem(s) and to make a good faith effort to amicably resolve the problem with Space Cloud before commencing any proceeding. Space Cloud also agrees to make a good faith effort to amicably resolve any problem with Client before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

12.11. Venue: Each party agrees to bring any action arising under or related to this Agreement solely in a court of competent jurisdiction located in Mumbai, India and each party irrevocably consents to such personal jurisdiction and waives all objections thereto.

12.12. Non-solicitation: During the term of this Agreement and for a period of one (1) year thereafter, Client will not directly or indirectly, either alone or in association with others, (a) solicit, or permit any of its Affiliates to solicit, any employee of Space Cloud or its Affiliates, or (b) solicit for employment, hire, or engage as an independent contractor, or permit any of its Affiliates to solicit for employment, hire, or engage as an independent contractor, any person who was employed by Space Cloud or its Affiliates; provided, that this clause (b) will not apply to any individual whose employment with Space Cloud or any of its Affiliates has been terminated for a period of six (6) months or longer.

13. SUPPORT PROGRAM:

13.1. Consultative Support:

- 13.1.1. Consultative Support consist of developer worldwide technical email support to facilitate the integration, bundling and distribution of the Product solely for Client's internal use.
- 13.1.2. Consultative Support refers to the support that provides Client the ability to ask specific questions about the use and features of the Product in Client's environment using Client's data. Some examples include specific questions associated with installation and configuration, specific questions about the Product APIs, specific questions about features and functions of the Product, and best practices approaches (in the form of documentation). Questions are not regarded as Consultative Support if they involve investigation and resolution of Product defects or assistance resolving Level 3 Support Error in a Production Environment. Consultative Support hours are available between 9:00 A.M. — 5:00 P.M. IST Monday through Friday with a target response time of two (2) business days. Consultative Support provides one (1) Named Contact for support that can submit support inquiries to Space Cloud. The Named Contact must be properly trained and certified on the Product. The Named Contact may be changed by providing Space Cloud with at least fifteen (15) days prior written notice. The number of available Consultative Support hours is identified on the Order Form. Additional Support would be offered at Space Cloud's professional services rates as set forth on an applicable Order Form between the parties.

13.2. Space Cloud Level 3 Client Production Support:

- 13.2.1. As part of the Subscription, Space Cloud will provide Client with worldwide Level 3 Client Production Support for the Product solely for Client's internal use. Client will be responsible to provide Level 1 and Level 2 Support before contacting Space Cloud for Level 3 Client Production Support. If Space Cloud cannot duplicate the Error on a generally-available standalone Version of Space Cloud Product, installed and configured to use as the default repository and application server components, Space Cloud may not be able to provide Level 3 Client Production Support as set forth herein.
- 13.2.2. For Level 3 Client Production Support, the registered Named Contact can place support inquiries to Space Cloud by email. At any time, Client may change the name of the designated Named Contact list by providing Space Cloud with at least fifteen (15) days prior written notice.
- 13.2.3. Level 1 Support provided by Client for the Product consists of general assistance of the type that would be expected from a typical help desk, including answer questions about hardware and Software requirements for Product; answering questions concerning the licensing and downloading of the Product; assist in the execution of the Products' installation programs; assisting to establish connections between the Product and the proper database(s); providing the necessary support to achieve basic functionality as described in the applicable Documentation.
- 13.2.4. Level 2 Support provided by Client for the Product consists of assistance of the type that would be expected from a skilled support engineer, including assistance in finding specific answers to questions in FAQ documents or technical knowledge bases; determining if the reported problem applies to the supported Product, and escalating an Error to Space Cloud for Level 3 Client Production Support as necessary.
- 13.2.5. Level 3 Client Production Support provided by Space Cloud, which is for the Product solely for Client's internal use, consists of: (a) verifying that the reported Error applies to the Product; (b) attempting to identify or develop a patch or work-around to the Error in the Product; (c) escalating the Error in the Product to senior Space Cloud technical staff, as necessary; and (d)

following-up to ensure satisfaction with the Level 3 Client Production Support. If Space Cloud cannot reproduce the reported Error on a generally-available standalone Version of Space Cloud Software, installed and configured to use as the default repository and application server components, Space Cloud may not be able to provide Level 3 Client Production Support as set forth herein.

A. Targeted Response Expectations:

- i. If an Error is discovered in the Product, the Client may notify Space Cloud via email of the Error (including a reasonable description). Space Cloud will respond to such notice and will make reasonable efforts to assign engineers to address problems consistent with the Target Response Timetable below. The Client must provide Space Cloud with a continually available engineer who will promptly assist the support and development organizations with data gathering, testing, and applying all fixes to the applicable environment. If Space Cloud cannot duplicate the Error in-house, then Space Cloud may request, and the Client will promptly provide, reasonable access to the computing environment in which the Error occurs.
- ii. Error Classification and Target Response Timetable specifies the level of response that will be given to an Error at each step of the process based upon the assigned Priority Level of the Error by Space Cloud. The Response Timetable is specified in the Order Form.

13.3. Exclusions:

Space Cloud will not be responsible to provide any Support Services arising out of any of the following events and in no event will Space Cloud be liable for any failure to meet the target services level set forth in Response Timetable specified in the Order Form for any issues arising out of the following events:

Support Services that becomes necessary due to:

- A failure of hardware, equipment or programs not covered by this Agreement;
- Use of software not obtained from Space Cloud under this Agreement;
- Use in a production environment of any Release of the Product not marked as "Generally Available"
- Any cause or causes beyond the reasonable control of Space Cloud (e.g. floods, fires, loss of electricity or other utilities);
- Error arising from anything other than Software, such as databases, web-servers or hardware;
- Client's failure to comply with operating instructions contained in the Documentation;
- Any modification, enhancement or customization of the Product made by anyone other than Space Cloud;
- Installation, configuration, management and operation of the Client's applications;
- APIs, interfaces, web services or data formats other than those included with the Product; or
- Any third-party products except to that the extent that they are provided by Space Cloud, and then only in support of the specific interface or functionality that is intended by Space Cloud.

13.4. Miscellaneous

- During the term of this Agreement, Space Cloud will: (i) provide Client with Update for the Product and, (ii) provide Support Services for the current Update and one prior Release of the Product.
- Client's Named Contact will be notified of Update through official Release notification e-mails.
- Space Cloud supports the current Release and one (1) prior Release.

- Space Cloud reserves the right, at any time, to withdraw the availability of Support Services for a Product with twelve (12) months prior written notice.

14. DEFINITIONS:

"**Client Production Support**" means Level 3 support for the Product in a production environment if applicable, as described in the Section 13.2 and applicable Order Form.

"**Confidential Information**" means information which has value because it is not generally known and which the disclosing party uses reasonable means to protect and includes without limitation any information designated as confidential or proprietary by either party to this Agreement upon disclosure and includes the Proprietary Information of Space Cloud as defined herein. Confidential Information may include proprietary information of third parties who have granted licenses to or have contractual relationships with the disclosing party. Confidential Information excludes information that receiving party can clearly establish by written evidence: (a) was in the possession of, or was known by, receiving party prior to its receipt from disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by receiving party from a third party not under any obligation of confidentiality; or (d) is independently developed by receiving party without use of Confidential Information. Furthermore, disclosure of Confidential Information will not be prohibited if disclosure is required by law, regulation, or order of a court of competent jurisdiction.

"**Consultative Support**", if applicable, are as described in the Section 13.1 and applicable Order Form.

"**Derivative Work**" means: (a) for copyrightable or copyrighted material (including materials subject to mask work rights), a work which is based upon one or more pre-existing works, such as a revision, modification, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such pre-existing works may be recast, transformed, or adapted; (b) for patentable or patented materials, any adaptation, addition, improvement, or combination; and (c) for material subject to trade secret protection, any new material, information, or data relating to and derived from such existing trade secret material, including new material which may be protectable by copyright, patent, or other proprietary rights and shall include ideas, inventions, improvements, Documentation, techniques, and processes that are conceived, made, proposed, or developed by Space Cloud, at the request of the Client, alone or with others using the Product.

"**Documentation**" means the user manuals and documentation related to the Product that Space Cloud delivers to Client or is made available on Space Cloud's website.

"**Error**" means a failure of the Product to conform in all material respects with the Product Documentation.

"**Intellectual Property Rights**" means all Intellectual Property Rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including all: (a) patent rights; (b) rights associated with works of authorship including copyrights and mask work rights; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, service marks and trade names; (e) any right analogous to those set forth in this Agreement and any other Proprietary Rights relating to intangible property; (f) and any related Documentation whether registered or not and shall include all inventions, discoveries, trademarks, patents, trade names, copyrights, moral rights, know-how, intellectual property, software, licenses, developments, research data, designs, technology, trade secrets, test procedures, processes, route lists, computer programs, computer discs, computer tapes, literature, reports and other confidential information, intellectual and similar intangible property rights, whether or not patentable or copyrightable.

"**License**" shall mean license of the Product as granted in Section 1 as per terms and conditions set out in this Agreement.

"**Maintenance Fix**" means a later Version of the Product, designated by Space Cloud by means of a change in the digit to the right of the Version number (e.g. x.x.1, x.x.2).

"Named Contact" means an employee of Client who is proficient on the Product.

"Open Source Software" means various open source software components licensed under the terms of applicable open source license agreements. Open Source Software is composed of individual software components, each of which has its own copyright and its own applicable license conditions.

"Product" means the Space Cloud Enterprise Edition specifically identified and mentioned in an Order Form.

"Proprietary Information" means and includes Space Cloud's Source Code Materials (defined herein); the Software and Documentation and any complete or partial copies thereof; and the concepts, techniques, ideas, and know-how embodied and expressed in any computer programs or modules included in the Software, including their structure, sequence, and organization.

"Release" means a change in the first digit of the Product Version (e.g. 2.x, 3.x, 4.x).

"Software" means the object code version of the said Product and all Version thereof and solution and Documentation, provided from time to time in conjunction with the Software. References to the Software shall include references to object code of said Product and all Version or any part thereof and to all Maintenance Fix and Release, which are identified and granted in accordance with the terms of this Agreement. Explanation: The Software is a collection / combination / integration of products from Open Source Software and proprietary software, in which the work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are integrated into a collective whole. Software does not include Source Code (as defined below) of the Software.

"Source Code" means computer-programming code and related system Documentation, comments and procedural code, not directly executable by a computer, but which may be printed out or displayed in a human readable form.

"Source Code Materials" means, in respect of any item of Software, the Source Code, object code, microcode, programmer notes, flow charts and all other information, Software and Documentation necessary for a reasonably skilled programmer to understand the program logic of the relevant software, together with a copy of, and licence to Use, the tools and libraries required to recompile the Source Code and full written details of the development environment to enable the Client, or a third party, to replicate that environment.

"Subscription" means the License to use the Product and Support Services as agreed to be provided by Space Cloud as per terms of this Agreement.

"Support Services" means Client Production Support and Consultative Support provided by Space Cloud for the Product as specified in the section 13.

"Update" means a Release, Version, or Maintenance Fix of the Product.

"Version" means generally commercially released code corrections, patches, and minor version Release of the same Product as designated by a change in the number to the right of the decimal in the version number (e.g. x.4, x.5, x.6).

ORDER FORM

License details

Space Cloud Enterprise Edition - Pro

- 1 Dev + 1 Prod instance / cluster for same project
- Single Project
- 3 Databases

Subscription Fee

USD 150 payable monthly in advance on or before 2nd of each month.

The Subscription Fee shall stand escalated by 5% annually of the then existing Subscription Fee.

In addition, Space Cloud Enterprise Edition mentioned above includes:

- Client Production Support program Basic Email Support with 48hrs response time for Level 3 support issues
- Consultative Support hours to setup the Software 4 hrs (one time only)

Term

1 Year. Thereafter, the term of this Agreement shall automatically keep renewing for additional one (1) year successive periods unless either party provides written notice to the other party of its intention not to renew this Agreement minimum sixty (60) days prior to the expiration of the then-current term.

Territory

Worldwide

Payment Terms

The Subscription Fee are due on the Effective Date of this Order Form and will be paid monthly in advance on or before 2nd of each month.

The Subscription Fee shall stand escalated by 5% annually of the then existing Subscription Fee

Client Production Support:

Response Timetable applicable for Level 3 support to this Agreement is mentioned below:

| Severity Level | Definition | Support Assistance |
|----------------|---|--|
| Any | Any Error of the Product in a production environment. | 2 business days targeted response time. Support team will work with the Client during Business hours until a patch, code Update or workaround is available |