# CUSTOMER AGREEMENT

This Customer Agreement (this "**Agreement**") is between

**UnifyApps Sales Middle East FZ LLC**, a company incorporated under License No. 105966 in Dubai Development Authority Zone, UAE with registered office in G20-G25, Ground Floor, 16, Dubai Internet City, Dubai, UAE ("UnifyApps"), and

**The entity identified as 'Customer' in the Order Form ("Order Form #1") attached at the cover of this Agreement** ("**Customer**" or "**Client**"), and is effective as of the date of execution of the Order Form 1 (the "Effective Date").

## Background

UnifyApps has developed and makes software available for installation and use on the Customer's owned and managed cloud instance or premises which provides Low Code No Code App development platform, IPaaS layer and data movement platform to quickly build bespoke applications and connect them to various other internal & external applications (the **"UnifyApps Product"**).

## 1. Definitions

**1.1** The following terms, when used in this Agreement will have the following meanings:

**"Affiliates"** means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, **"Control"** means beneficial ownership of 50% or more of the voting power or equity in an entity.

**"Confidential Information"** means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

**"Documentation"** means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by UnifyApps for the UnifyApps Product.

**"Intellectual Property Rights"** means all current and future copyright, patents, trademarks or rights in fonts, databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.

**"Non-UnifyApps Product"** means a third party or Customer web-based, mobile, offline or other software application that integrates with the UnifyApps Product (other than third party data hosting services used by UnifyApps). For clarity, the UnifyApps Product excludes Non-UnifyApps Products.

**"Order Form"** means an order form, quote or other similar document that sets forth the specific UnifyApps Product and pricing therefore (including in relation to overages), permitted number of users and subscription term, and that references this Agreement and is mutually executed by the parties. Order Form #1 is attached hereto as the cover of this Agreement and has been mutually executed as of the Effective Date, subject to the terms of this Agreement. In case of any inconsistency between the terms of this Agreement and Order Form, the terms mentioned in this Agreement shall prevail unless specifically agreed in the Order Form.

"**SLA**" means UnifyApps' Service Level Agreement (which includes the RACI matrix), located at Link, and as may be updated by UnifyApps from time to time, which is incorporated herein by reference and forms an integral part hereof.

**"UnifyApps IP"** means all work product, improvements, developments, discoveries, proprietary information, trademarks, copyrights, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human language; owned and/or developed by UnifyApps and/or its Affiliates, including in connection with the proprietary technology of UnifyApps, UnifyApps Product, Documentation, and any derivatives, improvements, enhancements or extensions of such technology conceived, reduced to practice or developed.

**"User"** means anyone that Customer allows to use its accounts for the UnifyApps Product, consisting of Customer's employees and contractors (solely for purposes of providing services to Customer).

## 2. UnifyApps Product

**2.1** Provision of UnifyApps Product. Subject to the terms and conditions of this Agreement, UnifyApps will make the UnifyApps Product available to Customer pursuant to this Agreement, the SLA, and hereby grants Customer grants Customer a non-exclusive and non-sublicensable license to install and use the UnifyApps Product for its internal business purposes during the applicable subscription term. Customer may permit Users to use the UnifyApps Product on its behalf. Customer is responsible for provisioning and managing its User accounts, its Users' actions through the UnifyApps Product and their compliance with this Agreement. The rights provided by UnifyApps to the Customer hereunder shall be subject to the Customer complying with its responsibilities as set forth herein, including under Section 2.2, and the RACI Matrix (*defined below*).

**2.2** Customer Responsibilities.

(a) Customer acknowledges and agrees that UnifyApps's provision of the UnifyApps Product hereunder is on a 'self-hosting basis', and accordingly, Customer will be responsible for the security and integrity of Customer data uploaded by or on behalf of it to the UnifyApps Product ("**Customer Data**").

(b) Customer acknowledges that UnifyApps's provision of the UnifyApps Product is dependent on Customer providing all reasonably required cooperation (including the prompt provision of access to Customer's systems, personnel, cooperation and materials as reasonably required and any other access as may be specified in the applicable Order Form and/or in the RACI matrix set out in the SLA ("**RACI Matrix**")), and Customer will provide all such cooperation in a diligent and timely manner. The Parties hereby further agree and acknowledge that the RACI Matrix shall apply in respect of the provision of the UnifyApps Product hereunder and the Parties agree to be bound by the terms thereof.

(c) Customer will (i) be responsible for all use of the UnifyApps Product under its account, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the UnifyApps Product and notify UnifyApps promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of the UnifyApps Product and (iii) be responsible for obtaining and maintaining any equipment, software and ancillary services ((including appropriate hosting services) needed to connect to, access or otherwise use the UnifyApps Product, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and UnifyApps will have no liability for such failure (including under any service level agreement).

(d) Customer shall be responsible for the content of all communications sent by its users via the UnifyApps Product. Customer agrees that it will not use the UnifyApps Product to communicate any message or material that (i) is libellous, harmful to minors, obscene or constitutes pornography; (ii) infringes the intellectual property rights of any third party or is otherwise unlawful; or (iii) constitutes or encourages conduct that could constitute a criminal offense or civil tort.

**2.3** Affiliates. Any Affiliate of Customer will have the right to enter into an Order Form executed by such Affiliate and UnifyApps and this Agreement will apply to each such Order Form as if such Affiliate were a signatory to this Agreement. With respect to such Order Forms, such Affiliate becomes a party to this Agreement and references to Customer in this Agreement are deemed to be references to such Affiliate. Customer shall be jointly and severally liable with any Affiliate for the performance of obligations under this Agreement, including without limitation payment obligations.

3. **Fees**

**3.1** Fees. Customer will pay UnifyApps the fees set forth in the applicable Order Form. Customer shall pay those amounts due and not disputed in good faith within thirty (30) days of the date of receipt of the applicable invoice, unless a specific date for payment is set forth in such Order Form, in which case payment will be due on the date specified. Except as otherwise specified herein or in any applicable Order Form, (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable.

**3.2** Late Payment. UnifyApps may suspend access to the UnifyApps Product immediately upon notice if Customer fails to pay any amounts hereunder at least five (5) days past the applicable due date. If UnifyApps has not received payment within five (5) days after the applicable due date, interest will accrue on past due amounts at the rate of one percent (1%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by UnifyApps.

**3.3** Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of all Taxes, except for those taxes based on the income of UnifyApps. Customer will not withhold any Taxes from any amounts due to UnifyApps.

**4. Proprietary Rights**

**4.1** Proprietary Rights.

(a) As between the parties, UnifyApps exclusively owns all right, title and interest in and to the UnifyApps Product, UnifyApps IP, System Data and UnifyApps's Confidential Information; (and Intellectual Property Rights in connection with each of the foregoing), and Customer exclusively owns all right, title and interest in and to its data, insights produced specifically for Customer via the use of the UnifyApps Product by Customer and Customer's Confidential Information. "System Data" means data collected by UnifyApps regarding the UnifyApps Product that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the UnifyApps Product.

(b) To the extent that, by operation of law or otherwise, any UnifyApps IP and/or Intellectual Property Rights in relation thereto, are acquired or obtained by the Customer and/or any of its Affiliates, Customer hereby assigns, and shall procure that such Affiliates assign (including by way of present assignment of future rights) to (or will procure the assignment to), UnifyApps, with full title guarantee, absolutely and free from encumbrances and restrictions, any such UnifyApps IP and/or Intellectual Property Rights in relation thereto. At UnifyApps' request, the Customer agrees to execute documents or take other reasonable steps in order that UnifyApps may acquire, transfer, maintain, perfect, and enforce UnifyApps's rights set out herein.

**4.2** Feedback. Customer may from time to time provide UnifyApps suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("Feedback") with respect to the UnifyApps Product. UnifyApps will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. UnifyApps will have the full, unencumbered right, without any

obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

**5. Confidentiality; Restrictions**

**5.1** Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Neither party will disclose the terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section 5, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

**5.2** Technology Restrictions. Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the UnifyApps Product; (b) attempt to probe, scan or test the vulnerability of the UnifyApps Product, breach the security or authentication measures of the UnifyApps Product without proper authorization or wilfully render any part of the UnifyApps Product unusable; (c) use or access the UnifyApps Product to develop a product or service that is competitive with UnifyApps's products or Product or engage in competitive analysis or benchmarking; (d) transfer, distribute, resell, lease, license, or assign the UnifyApps Product or otherwise offer the UnifyApps Product on a standalone basis; , use the UnifyApps Product in an application service provider or managed service provider environment, or copy the UnifyApps Product onto any public or distributed network, except for an internal and secure private cloud computing environment or (e) otherwise use the UnifyApps Product in violation of applicable law (including any export law) or outside the scope expressly permitted hereunder and in the applicable Order Form.

**6. Warranties and Disclaimers**

**6.1** UnifyApps. UnifyApps warrants that it will, consistent with prevailing industry standards, provide the UnifyApps Product in a professional and workmanlike manner and the UnifyApps Product will conform in all material respects with the Documentation. For material breach of the foregoing express warranty, Customer's exclusive remedy shall be the re-performance of the deficient UnifyApps Product or, if UnifyApps cannot re-perform such deficient UnifyApps Product as warranted within thirty (30) days after receipt of written notice of the warranty breach, Customer shall be entitled to terminate the applicable Order Form and recover a pro-rata portion of the prepaid subscription fees corresponding to the terminated portion of the applicable subscription term.

**6.2** Customer. Customer warrants that it has all rights necessary to provide any information, data or other materials that it provides hereunder, and to permit UnifyApps to use the same as contemplated hereunder.

**6.3** DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

**7. Indemnification**

**7.1** Indemnity by UnifyApps. UnifyApps will defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the UnifyApps Product as

permitted hereunder infringes or misappropriates a registered patent, copyright or trade secret and will indemnify Customer, in full, for any damages finally awarded against Customer (or any settlement approved by UnifyApps) in connection with any such Claim; provided that (a) Customer will promptly notify UnifyApps of such Claim, (b) UnifyApps will have the sole and exclusive authority to defend and/or settle any such Claim (provided that UnifyApps may not settle any Claim without Customer's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability) and (c) Customer reasonably cooperates with UnifyApps in connection therewith. If the use of the UnifyApps Product by Customer has become, or in UnifyApps's opinion is likely to become, the subject of any claim of infringement, UnifyApps may at its option and expense (i) procure for Customer the right to continue using and receiving the UnifyApps Product as set forth hereunder; (ii) replace or modify the UnifyApps Product to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the applicable Order Form and provide a pro rata refund of any prepaid subscription fees corresponding to the terminated portion of the applicable subscription term. UnifyApps will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, guidelines, plans or specifications provided by Customer; (B) use of the UnifyApps Product by Customer not in accordance with this Agreement; (C) modification of the UnifyApps Product by or on behalf of Customer; (D) Customer Confidential Information;(E) the combination, operation or use of the UnifyApps Product with other products or services where the UnifyApps Product would not by itself be infringing; or (F) any failure by Customer to use a non-infringing workaround or modification that does not materially adversely affect the functionality or availability of the UnifyApps Product (clauses (A) through (F), "Excluded Claims"). This Section states UnifyApps's sole and exclusive liability and obligation, and Customer's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

**7.2** Indemnification by Customer. Customer will defend UnifyApps against any Claim made or brought against UnifyApps by a third party arising out of the Excluded Claims, and Customer will indemnify UnifyApps for any damages finally awarded against UnifyApps (or any settlement approved by Customer) in connection with any such Claim; provided that (a) UnifyApps will promptly notify Customer of such Claim, (b) Customer will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Customer may not settle any Claim without UnifyApps's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases UnifyApps of all liability) and (c) UnifyApps reasonably cooperates with Customer in connection therewith.

**8. Limitation of Liability**

EXCEPT FOR (I) A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND/OR (II) THE CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION IN ANY MANNER, OF ANY UNIFYAPPS IP IN RESPECT OF WHICH CUSTOMER HAS BEEN PROVIDED ANY RIGHTS AND/OR LICENSES PURSUANT TO THIS AGREEMENT AND/OR ORDER FORM, UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) EXCLUDING CUSTOMER'S PAYMENT OBLIGATIONS, ANY AGGREGATE DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**9. Termination**

**9.1 Term**. The term of this Agreement will commence on the Effective Date and continue until terminated as set forth below. The initial term of each Order Form will begin on the Order Form Effective Date of such Order Form and will continue for the subscription term set forth therein. Except as set forth in such Order Form, the term of such Order Form will automatically renew for successive renewal terms equal to the length of the initial term of such Order Form, unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**9.2 Termination**. Each party may terminate this Agreement upon written notice to the other party if there are no Order Forms then in effect. Each party may also terminate this Agreement or the applicable Order Form upon written notice in the event (a) the other party commits any material breach of this Agreement or the applicable Order Form and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

**9.3 Survival**. Upon expiration or termination of this Agreement all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such expiration or termination will survive, including the License Restrictions and terms and conditions relating to proprietary rights//Intellectual Property Rights and confidentiality, technology restrictions, disclaimers, indemnification, limitations of liability and termination and the general provisions below. Upon expiration or termination of this Agreement, each party will return or destroy, at the other party's option, any Confidential Information of such party in the other party's possession or control. Upon expiration or termination of an Order Form, Customer will destroy any copies of UnifyApps Product provided under such Order Form. Upon termination or expiration of this Agreement and for a period of three years thereafter, UnifyApps shall have the right, upon providing reasonable prior notice, to conduct an audit of Customer's premises and cloud environment for the purpose of confirming Customer's compliance with this Agreement and the removal of UnifyApps's code, software, and related components. Such audit will be conducted during normal business hours, in a manner designed to minimize disruption to Customer's operations. UnifyApps agrees that any information obtained during the audit will be treated as confidential and used solely for the purpose of verifying compliance with this provision.

**9.4 Customer Data Retrieval**. Upon Customer's written request made on or prior to expiration or termination of the applicable Order Form, UnifyApps will give Customer limited access to the UnifyApps Product for a period of up to thirty (30) days after such expiration or termination, at no additional cost, solely for purposes of retrieving Customer Data. Subject to such retrieval period and UnifyApps's legal obligations, UnifyApps has no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete Customer Data after such expiration or termination; provided, however, that UnifyApps will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted. For clarity, during the term of the applicable Order Form, Customer may extract Customer Data using UnifyApps's standard web services as described in the Documentation.

**10. General**

**10.1** Publicity. Customer agrees that UnifyApps may refer and utilize Customer's name and trademarks in UnifyApps's marketing materials website, events and other publicity materials and activities (such as press releases, testimonials, customer references and case studies).

**10.2** Assignment; Delegation. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that (i) either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement., and/or (ii) UnifyApps may assign this Agreement to any of its Affiliates. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

**10.3** Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

**10.4** Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

**10.5** Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

**10.6** Governing Law. This Agreement shall be governed by laws of the United Arab Emirates, as applicable. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the UAE Courts.

Notwithstanding the foregoing provisions, each party shall have the option of referring any dispute to the DIFC Courts in Dubai International Financial Centre, United Arab Emirates (the "DIFC"), provided that , such option shall be exercised within thirty (30) calendar days of receipt of a notice of claim filed before the UAE Courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

**10.7** Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to the parties must be sent to the respective address set forth in the **"Order Form"**, or such other address designated pursuant to this Section.

**10.8** Entire Agreement. This Agreement (read with the Order Forms, which shall be deemed to be included in any and all references to 'Agreement' hereunder) comprises the entire agreement between Customer and UnifyApps with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by UnifyApps, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.

**10.9** Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("Force Majeure Event"), including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

**10.10** Interpretation. For purposes hereof, "including" means "including without limitation".