

WEB PORTAL END USER LICENSE AGREEMENT

Compliance Dashboard and our customers are bound by this Web Portal End User License Agreement

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. THIS LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN USER & LEMON TECHNOLOGIES PVT LIMITED, HEREINAFTER KNOWN AS “**LEMON**”, AND **YOU** (AS DEFINED BELOW). YOU ARE AGREEING THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. AS USED IN THIS AGREEMENT,

“**YOU**” MEANS THE PERSON OR COMPANY SEEKING TO ACQUIRE THE RIGHTS AND OBLIGATIONS UNDER THIS LICENSE AGREEMENT AND, WITH RESPECT TO ANY COMPANY EXPRESSLY EXCLUDES ITS PARENTS, SUBSIDIARIES AND AFFILIATES. ANY PERSON ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF A COMPANY, HEREBY REPRESENTS THAT SUCH PERSON: (1) IS AN EMPLOYEE OR AGENT OF SUCH COMPANY; AND (2) HAS THE AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF SUCH COMPANY.

WARNING-----

LEMON IS WILLING TO LICENSE THE WEB PORTAL TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

I. OWNERSHIP; LICENSE GRANT

- A. As between the parties, LEMON owns all right, title and interest in and to the Web portal and associated media and materials including any related documentation such as standard training, user or reference manuals delivered in machine readable form or on-line at the Compliance Dashboard web application of LEMON (collectively, the WEB PORTAL) and any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing embodied therein (“Intellectual Property Rights”). There are no implied licenses and LEMON retains all rights not expressly granted to YOU in this AGREEMENT. All corrections, bug fixes, enhancements, updates, additions, or new releases (“Updates”) created by or on behalf of LEMON and provided or made available to YOU as part of the WEB PORTAL will, together with all applicable Intellectual Property Rights, be owned by LEMON, but will be included as part of the WEB PORTAL for purposes of the license granted to YOU hereunder.

B. LEMON hereby grants to YOU, and YOU accept, a non-exclusive, non-transferable, non-sub licensable, revocable and limited license to have access and use the WEB PORTAL, in object code form, only as authorized in Clause III of this AGREEMENT.

II. TRIAL LICENSE; PERMITTED USES

All trial/developer versions of the WEB PORTAL are subject to the rights, requirements and obligations of this AGREEMENT. The WEB PORTAL is licensed for full use:

LEMON grants to YOU, effective upon completion of delivery and installation of the System, a nonexclusive license to use the applications Web portal owned by LEMON.

No transfer of ownership of this licensed Web portal may be made without the prior written consent of LEMON, which consent may be withheld by LEMON at its discretion. The recipient of the transfer must agree to all the terms of this AGREEMENT as a condition precedent to the transfer of the licensed Web portal. A pro-rated transfer fee will be enforced. Copyright trademark laws in India and international treaties, as well as other intellectual property laws and treaties protect the WEB PORTAL. All rights are reserved worldwide.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by LEMON at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

III. PROHIBITED USES; MODIFICATIONS

A. You may not, without the prior written permission of LEMON:

- disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of WEB PORTAL which is provided in object code form only or create any derivative works of the WEB PORTAL;
- use, copy, modify or merge copies of the WEB PORTAL and any accompanying documents except as permitted in this AGREEMENT;
- transfer, rent, lease, or sublicense the WEB PORTAL;
- remove or alter any trademark, logo, copyright or other proprietary notices associated with the WEB PORTAL;

- Design, develop or create any modifications, enhancements, derivative works and/or extensions (collectively “Modification”) to the WEB PORTAL; or cause or permit any other party to do any of the foregoing.
- B. In the event YOU or any of your employees, consultants or agents design, develop or create any Modifications to the WEB PORTAL in violation of this AGREEMENT, and in addition to any other remedies that may be available in law, in equity or under this AGREEMENT, all right title and interest in and to such Modifications and all Intellectual Property Rights associated therewith will be the exclusive property of LEMON. You agree to assign, and hereby assign, to LEMON the ownership of all such right, title and interests in such Modifications including, without limitation, all Intellectual Property Rights therein and LEMON shall have the right to obtain and hold same in its own name, without obligation of any kind to YOU. You also agree to execute, acknowledge and deliver to LEMON all documents and do all things LEMON deems necessary or desirable, at your expense, to enable LEMON to obtain and secure its rights to such Modifications anywhere in the World. You agree to secure all necessary rights and obligations from your employees, consultants or agents in order to satisfy the foregoing obligations.
- C. You hereby agree to indemnify, hold harmless and defend LEMON, its affiliates and licensors, and each of their respective officers, directors, employees and agents from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to any demand, claim, action, legal proceeding or allegation that arises or results, either directly or indirectly, from your use and the use by your employees, consultants and agents of the WEB PORTAL and any breach by YOU or them of the terms of this AGREEMENT.

IV. PROPRIETARY PROTECTION OF WEB PORTAL

A. Reservation of Title

This AGREEMENT does not affect any transfer of title in the WEB PORTAL (or any materials furnished or produced in connection with the WEB PORTAL), including drawings, diagrams, specifications, input formats, source code, and user manuals. YOU acknowledge that (1) the WEB PORTAL (and all materials furnished or produced in connection with the WEB PORTAL), including, without limitation, the design, programming techniques, flow charts, source code, and input data formats, contain trade secrets of LEMON, entrusted by LEMON to YOU under this AGREEMENT for use only in the manner expressly permitted hereby, and (2) LEMON claims and

reserves all rights and benefits afforded under Indian laws in the WEB PORTAL as an unpublished copyrighted work.

B. Preservation of Secrecy and Confidentiality; Restrictions on Access

YOU agree to protect the WEB PORTAL (and all materials furnished or produced in connection with the WEB PORTAL as trade secrets of LEMON, and YOU agree to devote its best efforts to ensure that all of your employees, consultants, parent, subsidiaries, affiliates or related parties, who receive, or have access to, protect the WEB PORTAL as trade secrets of LEMON. YOU shall not, at any time, disclose such trade secrets to any other person, firm organization, or employee that does not need (consistent with your right of use hereunder) to obtain access to the WEB PORTAL and the materials provided to YOU in connection with the WEB PORTAL.

C. Restrictions on Use of Web portal Generally.

Neither the WEB PORTAL nor any materials provide to YOU in connection with the WEB PORTAL may be copied, reprinted, transcribed, or reproduced, in whole or in part, without the prior written consent of LEMON. YOU shall not in any way modify or enhance the WEB PORTAL (or any materials furnished or produced in connection with the WEB PORTAL) without the prior written consent of LEMON.

D. Confidential Information.

Each party agrees to treat as confidential and keep secret all confidential business and technical information communicated by LEMON to YOU or by YOU to LEMON, including all information contained or embodied in the WEB PORTAL and all information, concepts and know-how conveyed to YOU by LEMON with respect to the WEB PORTAL. YOU agree to devote its best efforts to ensure that all of Your employees, consultants, parent, subsidiaries, affiliates or related parties, who receive, or have access to, Confidential Information comply with the terms of this AGREEMENT. Confidentiality however is not applicable to information to which a party had prior knowledge, information that has entered the public domain, or information that is not specifically marked as confidential. Both parties must exercise at least equivalent effort to protect the other party's confidential information, as it would exercise with its own confidential information. EACH PARTY IS HEREBY AUTHORIZED TO MAKE REASONABLE INQUIRIES AND INSPECTIONS TO ENSURE THE OTHER PARTY'S COMPLIANCE HEREWITH.

E. Duration of Duties and Return of Web portal.

The duties and obligations of YOU hereunder shall remain in full force and effect for so long as YOU continue to control, possess, or use the WEB PORTAL. YOU shall promptly return the WEB PORTAL, together with all materials furnished or produced in connection with the WEB PORTAL,

upon (1) termination for any reason of this AGREEMENT or Your license of the WEB PORTAL or (2) abandonment or other termination of your control, possession, or use of the WEB PORTAL.

V. WARRANTY; DISCLAIMER

- A. YOU represent, warrant and covenant that: (i) all of your employees and consultants will abide by the terms of this AGREEMENT; and (ii) YOU will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority, in its performance of this AGREEMENT. Notwithstanding any terms to the contrary in this AGREEMENT, YOU will remain responsible for acts or omissions of all employees or consultants of yours to the same extent as if such acts or omissions were undertaken by YOU. YOU assume responsibility for the selection of the WEB PORTAL to achieve your intended results, and for the installation, use, and results obtained from the WEB PORTAL. Other than as expressly set out in these terms or additional terms, LEMON doesn't take any specific promises about the Services.
- B. Except with respect to REDISTRIBUTABLES, which are provided "AS IS," without warranty of any kind.

VI. LIMITATIONS ON LIABILITY

The total liability of LEMON and the LEMON parties in the aggregate to you or any third party arising out of or in connection with this agreement, the web portal and services will be limited to the payments received, within the most recent two (2) month period, from YOU, under this agreement. LEMON and the LEMON parties shall not be liable for indirect, special, incidental, consequential or punitive damages of any type arising out of or in connection with this agreement, the web portal and/or services, whether or not LEMON and its licensors have been advised of the possibility of such damages and whether based upon breach of contract or tort (including negligence).

In no event LEMON and the LEMON parties shall have any liability for any damages resulting from alteration, destruction, loss or leakage of any data or information input, generated or obtained from access and/or use of the web portal and services, including any reports or numeric results, whether or not lemon and the lemon parties have been advised of the possibility of such damages.

VII. MISCELLANEOUS

This AGREEMENT is governed by, and shall be construed in accordance with the laws of India as applied to agreements entered into and to be performed entirely within India. This AGREEMENT is the entire agreement between YOU and LEMON regarding the subject matter hereof and

supersedes all other agreements between us, whether written or oral, relating to this subject matter hereof. In the event of a conflict between this AGREEMENT and any terms of service or other information on the LEMON website, this AGREEMENT will prevail. YOU may not transfer your rights under this AGREEMENT to any third party. If any provision of this AGREEMENT is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this AGREEMENT will nonetheless remain in full force and effect.