

End User License Agreement

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- (viii) use or access the Software to build or support, and/or assist a third party in building or supporting products or services competitive to Software;
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YOU agree that in the event of actual or threatened breach of this Section by YOU, Grazitti will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

2. Termination

This EULA and the licenses granted hereunder may be terminated by Grazitti, without refund, if YOU fail to make full payment of any amount due to Grazitti in accordance with this or any other agreement with Grazitti. Notwithstanding the foregoing, YOUR rights to use the Software will terminate automatically if YOU fail to comply with any terms of this EULA. Within ten (10) days of termination of this EULA, YOU will

return the original, as well as all copies or part copies of the Software, or will furnish to Grazitti a letter certifying the destruction of the original and any such copies.

3. Warranty

Grazitti warrants to YOU, for a license period from your receipt of the Software, that the medium on which the Software is recorded or delivered will be free from defects in material and workmanship under normal conditions of use.

Grazitti does not warrant or guarantee that YOU will have uninterrupted or error free service from the Software. Grazitti' entire liability and YOUR exclusive remedy for any breach of the foregoing warranty will be, at Grazitti' option either

(a) to repair or replace the Software or encryption medium which does not conform or

(b) to refund the price paid to Grazitti for the Software and terminate this EULA. This warranty excludes defects caused by accidents, abuse, poor storage or handling, or by any act not conforming with documentation supplied with the Software.

4. Exclusion of Other Warranties

No employee, agent, representative or affiliate of Grazitti has authority to bind Grazitti to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this EULA will not be enforceable. The disclaimers and limitations on liability set forth above are fundamental elements of the basis of the agreement between Grazitti and YOU. YOU expressly acknowledge and agree that Grazitti would not be able to provide the Software on an economic basis without such limitations. Such disclaimers and limitations on liability shall inure to the benefit of Grazitti' licensors, if any.

5. Data Security

Grazitti will not have any access to YOUR data through the product installed on YOUR instance. On YOUR request in accordance with YOUR documented instructions, Grazitti may access the data to provide support services, however, the data will only be stored in YOUR instance and will never be downloaded by Grazitti.

6. Disclaimer

Grazitti makes no warranties, whether express, implied, or statutory regarding or relating to the Software or any updates or upgrades thereto, or any materials or services furnished or provided to you under this EULA, including maintenance and support. Grazitti expressly and specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, results, workmanlike effort, course of dealing and title, and noninfringement with respect to the Software and said other materials and services,

and with respect to the use of any of the foregoing. Grazitti does not warrant that the operation of the Software will be error free or uninterrupted.

Grazitti shall not be held liable or responsible for any refund in the below mentioned circumstances:

- Salesforce stops their services.
- Grazitti Software stops working because of any changes made by Salesforce in their services or business model or data availability or connectivity.

7. Limitation of Liability

To the maximum extent permitted by law, Grazitti shall not be liable, under any contract, negligence, strict liability or other legal or equitable theory for any of the following, however caused and whether arising under contract or tort, including negligence or otherwise:

- (a) any loss of business;
- (b) loss of reputation;
- (c) loss of profits or goodwill;
- (d) loss of use;
- (e) loss or damage to or corruption of data;
- (f) the unauthorized disclosure of sensitive, valuable, or confidential information;
- (g) loss attributable to your failure to make and retain reasonable backups of your data;
- (h) interruption of business;
- (i) any indirect, special, incidental, punitive or consequential damages; and
- (j) any costs of procuring substitute goods, services, technology or rights.

You hereby acknowledge that the allocation of risk in this Agreement reflects the price paid for the Software. If any exclusion, disclaimer or other provision contained in this EULA is held to be invalid for any reason by a court of competent jurisdiction and Grazitti becomes liable thereby for loss or damage that could otherwise be limited, such liability whether in contract, tort or otherwise, will not exceed the amount actually paid by YOU for the Software.

YOU shall indemnify and hold Grazitti harmless from and against any costs, losses, liabilities and expenses (including reasonable attorney's fees) arising out of third party claims related to YOUR use of the Software or violation of this Agreement.

8. Governing Law and Dispute Resolution

7.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.

7.2 Any dispute, difference or controversy arising out of or in connection with this contract, including any

question regarding its existence, operation, termination, validity or breach between the Parties which cannot be amicably resolved through negotiations within thirty (30) days from the first date that a party notifies the other of such dispute arising out of or in connection with this Agreement, shall first be referred to mediation at the Indian Institute of Arbitration & Mediation (IIAM) and in accordance with its then current Mediation Rules and as per the Arbitration & Conciliation Act, 1996. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute difference or controversy shall be referred to and determined by arbitration as per the Arbitration & Conciliation Act, 1996 by IIAM in accordance with its Arbitration Rules. The arbitration and mediation, including the rendering or the award, will be conducted in Panchkula, Haryana unless the parties otherwise agree. Each party will bear the expense of its own representative and common expenses will be divided equally.

9. General

(a) Any reseller, distributor or dealer (including any Grazitti approved dealer) from whom YOU may have purchased the Software is expressly not appointed or authorized by Grazitti as its agent. No such person has any authority, either express or implied, to enter into any contract or provide any representation, warranty or guarantee with or to YOU on behalf of Grazitti or otherwise to bind Grazitti in any way whatsoever. Grazitti will not be responsible for any modifications or additions made to the Software by such any third party including without limitation, any reseller, distributor or dealer.

(b) Failure by Grazitti to enforce any particular term of this EULA shall not be construed as a waiver of any of its rights under it.

(c) If any part of this EULA is held by a court of competent jurisdiction to be unenforceable for any reason whatsoever, then YOU and Grazitti agree that the validity of the remainder of terms will not be affected.

(d) No variation, amendment of or addition to this EULA shall be effective without Grazitti' prior written consent.

10. Entire Agreement

This EULA and any addendum or amendment to this EULA are the entire agreement between YOU and Grazitti with respect to the Software and supersede all previous communications, representations, understandings and agreements, either oral or written, with respect to the Software or other subject matter covered by this EULA.