

END-USER LICENSE AGREEMENT

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Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using NewNet's Secure Transaction Cloud (STC) Payment Acquiring Solution/NFV Image.

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

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Access to the NFV Image, use of the Licensee Instance, & Support

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Support to Licensee

If Licensee has fully paid for support (as applicable) during the License Term, NewNet will provide support to Licensee (but not to End Users or Managed Users) in accordance with NewNet's standard support terms then in effect.

Changes

NewNet may make changes to the terms of this Agreement on a timely basis. Substantial changes to existing terms will become effective 30 days after they are posted on the NewNet website or notified in writing to Licensee, including by email. If Licensee does not agree to the changed or revised terms, it must stop using Licensee Instance. By continuing to access the NFV Image and/or use the Licensed Instance after the effective date of any change to this Agreement, Licensee agrees to be bound by the changed terms.

Licensee is responsible to check the NewNet website regularly for changes.

Payment terms

Pricing charges applicable to Licensee's rights to exercise the License and receive support services (a) are described in the applicable price quotation provided by NewNet to Licensee, (b) will be calculated and charged periodically by NewNet and (c) will be paid by Licensee directly to NewNet.

Payment terms

All payments are due on purchase and the payment should be made on purchase in full, upon which the application will be permitted to be used.

Taxes

All fees and charges payable by Licensee are exclusive of applicable taxes and duties, including VAT and applicable sales tax. To apply any exemption from any sales, use, or similar transaction tax Licensee is legally entitled to, Licensee must provide to NewNet a legally-sufficient tax exemption certificates for each taxing jurisdiction. Licensee must notify NewNet of any deduction or withholding that is required by law and pay to NewNet any additional amounts necessary to ensure that the net amount that is received, after any deduction and withholding, equals the amount that would have been received if no deduction or withholding had been required. Additionally, Licensee will provide to NewNet with documentation evidencing that the withheld and deducted amounts have been paid to the relevant taxing authority.

Limited Warranty and Disclaimer

Limited Warranty

NewNet warrants that the software will substantially conform for a period of ninety (90) days from the date on which the NFV Image first be accessible to the Licensee, provided the NFV Image (a) installed by Licensee with an original and unmodified copy of the most updated version of the NFV Image, as made available by NewNet; (b) is properly configured and managed by Licensee; and used by Licensee as per the guidelines specified in the Documentation and in compliance with this Agreement.

Exclusive Remedy

The lone exclusive obligation of NewNet and Licensee's will be to repair or replace or cause the refund of the license fees paid for the non-conforming Software, and as per NewNet's determination and confirmation of such non-conformance. This remedy is conditioned on the Licensee reporting the non-conformance in writing to the Approved Source within the warranty period. Prior to repayment, the Licensee must permanently stop the use of any Licensee Image and uninstall NFV Image from any Licensee Instance

DISCALIMER

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The licensee is solely responsible for securing and backing up licensee information.

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In no event will NewNet or its licensors be liable for the following: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings.

NewNet will not be responsible for any compensation, reimbursement, or damages arising in connection with: (a) licensee's inability to use the secure transaction technology; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by licensee in connection with this agreement or licensee's exercise of the license; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of licensee information or other data.

Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

Upgrades and Additional Copies of Software

The Purchaser is not permitted to Use Upgrades unless at the time of acquiring such Upgrade:

- a. already hold a valid license to the original version of the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and
- b. limit the Use of Upgrades and

Term and Termination

This Agreement shall remain in effect until terminated by the Purchaser or NewNet.

NewNet may immediately suspend its performance of or terminate the Agreement by notice to the Purchaser if:

- (a) the Purchaser materially breaches any term of the Agreement (which includes, without limit, the failure to pay any money when due) and fails to remedy that breach within 14 Business Days of receipt of the notice requesting the Purchaser to do so; or (b) the Purchaser: (i) stops or suspends or threatens to stop or suspend, payment of all or any class of its debts; or (ii) is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts as and when they fall due; or (iii) takes or has properly and validly instituted against it any order, action or proceeding for its winding up or dissolution or resolves to wind itself up or otherwise dissolve itself; or (c) enters into an arrangement, compromise or composition with or assignment for the benefit of any of its creditors; or (d) has an administrator, controller, receiver, receiver and manager, liquidator, provisional liquidator or similar officer appointed over any of its assets; or (e) being an individual, dies or commits an act of bankruptcy or makes a compromise or composition with or assignment of the Purchaser's property in favour of creditors.

If NewNet suspends or terminates the Agreement under clause 'a' mentioned above, payment for all Products and Services provided by NewNet up to the date of such suspension or termination shall immediately become due and payable, despite

any credit arrangements or facilities previously granted to the Purchaser. NewNet may also retain any security given or monies paid by the Purchaser and apply this against the assessed loss and damages incurred by NewNet in performance of the Agreement. 1

Any action taken by NewNet under this clause shall not invalidate the Agreement or prejudice any of the rights, powers and remedies of NewNet, whether under the Agreement or otherwise.

Any termination of the Agreement (howsoever occasioned) is without prejudice to any other rights or remedies a party may be entitled to hereunder and will not affect any accrued rights or liabilities of either party.