

Terms of Use – APPSeCONNECT iPaaS Users

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Use of APPSeCONNECT Integration Platform as a Service (iPaaS) and all Intellectual Properties of APPSeCONNECT Corp. (“APPSeCONNECT”), having its Physical Office at **7876 Buffaloberry Rd, Frisco, Texas, 75035, United States**, including but not limited to *software applications, services, documentations, and other copyrighted works* of APPSeCONNECT, is subject to your acceptance of this legally binding Click-wrap Contract, and [Privacy Notice](#) as it will be applicable, published, updated and made available on this website from time to time.

Obtaining and retaining a limited rights user license of “APPSeCONNECT iPaaS” is subject to being compliant with these Terms & Conditions set forth below. However, if a specific application or subscription of APPSeCONNECT iPaaS has a specific Terms of Use (ToU), the terms and conditions of such ToU shall prevail over the contradictory terms and conditions of this ToU.

In order to obtain the license to use our Intellectual Properties, whether for consideration or for free; it is mandatory for you to agree and abide by these Terms of Use (ToU). Please read this ToU and the [Privacy Notice](#) carefully before providing your consent to be legally bound by this Click-wrap Contract by clicking on the “I Agree/ Consent” button.

This Agreement is effective from the date, as you click to accept it (the "Effective Date"). If you are accepting these Terms of Use on behalf of a Customer, then you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement (Authorized Representative); (ii) you have read and understood this Agreement; and (iii) you agree, on behalf of Customer, to these terms of use.

AMENDMENTS AND YOUR CONSENT

APPSeCONNECT reserves the right to update and modify this ToU with 30 days’ prior notice in compliance with the applicable laws of the land. If any modification, addition, deletion or alteration to the present ToU creates any material changes of a licensee’s rights and obligations; then the notice regarding the change in this ToU shall be notified on the APPSeCONNECT iPaaS solution as well as by way of email, and a licensee shall have the right to accept or deny the updated terms of use. On refusal to accept the updated terms of use, the license to use APPSeCONNECT and or any subscription thereof will be immediately suspended and will be canceled after 30 days. Changes will not apply retrospectively unless specifically notified to be so. If you do not agree to the modified ToU, your license to use APPSeCONNECT Intellectual Properties will stand suspended for a month and thereafter the license will stand automatically revoked if you fail to provide your consent by performing a click-wrap contract after carefully reading this legally binding agreement. Reasonable reminders will be provided to a licensee before revoking an APPSeCONNECT License.

Continuation of use of APPSeCONNECT intellectual Properties without agreeing to the Terms of Use or Privacy Notice will amount to a material breach of APPSeCONNECT’s IP rights.

New features, patches, updates or special services that may be made available to you from time to time or at the request of a Licensee under any Extended Support Agreement is subject to such licensee’s acceptance of the modified or updated ToU through execution of a fresh click-wrap contract or otherwise execution of a contract through a legally binding method.

You are recommended to review the most recent copy of the ToU applicable on you periodically by visiting the same link where this content is hosted.

APPSeCONNECT iPaaS LICENSE

(Hybrid and Cloud Agent)

This license to use APPSeCONNECT iPaaS whether through Hybrid or Cloud Agents is granted specifically to the subscribers for specific period of time for which the applicable subscription fee is paid by the subscriber/ customer, and such use is limited to non-commercial purposes and can be used only for the business of the subscriber/customer.

FREE TRIAL

APPSeCONNECT grants a limited-edition free trial to its prospective subscribers for a period of 30 days on request. However, customized APPSeCONNECT iPaaS license can be tried at a minimum subscription amount only.

In order to continue to use APPSeCONNECT standard iPaaS exceeding 30 days, a customer is required to required to subscribe for a personal, non-assignable and non-exclusive license to use the APPSeCONNECT iPaaS in consideration of an advance, non-refundable payment against any of the packages available on our website www.appseconnect.com.

This license is for the sole purpose of enabling you to use and enjoy the benefits of the APPSeCONNECT iPaaS, in the manner permitted by these terms and conditions mentioned hereunder. You shall not copy, modify, distribute, sell, or lease any part of our software, nor shall you reverse engineer or attempt to extract the source code of any APPSeCONNECT software, unless you have written permission from Authorized APPSeCONNECT Management issued from an official email ID being, corp@appseconnect.com, authorizing you to undertake any such specific act.

LICENSE TO USE APPSeCONNECT'S COPYRIGHTED MATERIALS

A revocable, limited rights, personal, non-assignable and non-exclusive license to use APPSeCONNECT's copyrighted materials like software documentation, and other materials may be granted to the APPSeCONNECT active subscribers. All such APPSeCONNECT copyrighted materials are required to be used solely for the purpose(s) for which such license may be specifically granted to you.

I. DEFINITIONS:

I-1. Active Subscription: Paid subscription by a customer for a period for which the subscriber has already paid its license fee in advance. However, on expiry of the subscription period, if the APPSeCONNECT License is not renewed by a customer, the customer would still be able to log into their account for renewal purpose only, for 3 months from such expiry. During these 3 months the account will be kept suspended and the customer will not be covered under active subscription. On Expiry of 3 months the account of the subscriber will be deactivated.

I-2. Adapter: An adapter is a compiled source which is developed using APPSeCONNECT API (Application Programming Interface) which acts as a mediator to send and receive data to and from an application. An adapter is plugged into our generalized agent which is used to communicate data to an application. Typically, an adapter is capable of getting data from the application by building respective filters, assisting the transformation process and also pushing the APPSeCONNECT generated data to the application.

I-3. Agreement: Means this "Terms of Use" or "ToU" accepted as a click-wrap contract by an APPSeCONNECT Licensee as it will be updated at our website www.appseconnect.com from time to time.

I-5. Annual Maintenance (Standard): Standard Support & Maintenance Provided to active subscribers are as follows:

- i. Operational Issues of the connector/customizations and bugs will be fixed or resolved as per the standard service level agreement (SLA).
- ii. New Version / Upgrades / Patches
- iii. Issues within APPSeCONNECT core features reported will be resolved as per SLA terms.

- iv. Issues within APPSeCONNECT additional features reported will be resolved and as per SLA terms.

However, any upgrade of the customer environment with the latest patch involving implementation effort is chargeable. Obtaining any upgraded software license of the customer/ subscriber's environment and its implementation will also be separately chargeable.

I-6. Authorized E-mail ID: Means e-mail ID/s provided by the customer while signing into APPSeCONNECT Account or of the designated official of the customer required under this Agreement. An Authorization can be granted to others email ID/s or Authorized E-mail ID/s can be changed by serving notices from an Authorized e-mail ID only, by either of the parties. E-mail ID of the assigned Reporting Manager to the licensee & support@appseconnect.com / corp@appseconnect.com shall be Authorized E-mail IDs of APPSeCONNECT.

I-7. Business Third Party: Means any third party that requires access to the Software in connection with the operation of Licensee's business including, but not limited to consultants, auditors, customers, distributors and suppliers.

I-8. Charges: All charges shall be exclusive of goods and services tax ("GST"), government fees, penalties or impositions and other similar costs and expenses. All taxes, payment gateway charges and transaction fees of the bank or financial partner and or any penalties thereof shall be solely borne by the customer/ subscriber.

1-9. Payment Disputes & Refunds:

Any payment disputes must be submitted before the payment due date. If the parties determine that certain billing inaccuracies are attributable to APPSeCONNECT, APPSeCONNECT will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, APPSeCONNECT will apply the credit memo amount to a disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. Refunds (if any) are at APPSeCONNECT's discretion and will only be in the form of credit for the Services. Nothing in this Agreement obligates APPSeCONNECT to extend credit to any party.

I-10. Chargeable Support:

- a) Adjustments in the connector need to be made because of changes in Hosting/Server
- b) Adjustments in the connector need to be made because of changes in ERP, eCommerce and CRM version
- c) Issues raised because of some configuration change at your side in ERP, eCommerce and CRM / APPSeCONNECT
- d) Installation of new version/patch of APPSeCONNECT at your environment
- e) Field Mapping Changes
- f) Additional Features requirements

I-11. Designated Unit: Means each individual computer through which the customer/ subscriber shall be operating the APPSeCONNECT subscription account.

I-12. Documentation: Means APPSeCONNECT's documentation which is delivered to Licensee under this Agreement and includes all Product documentations like Product Manual, READMEs, and Release Notes etc.

I-13. Implementation: Means the process of implementing an APPSeCONNECT application including but not limited to APPSeCONNECT in Customer's server. During the implementation process, APPSeCONNECT software will be installed in the customer's server only in presence of the customer/

subscriber and with authorization, supervision and co-operation of the customer/ subscriber. The customer/ subscriber will have to give sufficient access to the implementation team of APPSeCONNECT to carry out this process successfully. Also, the whole access to the customer's server to be diligently controlled and monitored by the customer/ subscriber. Notwithstanding anything else to the contrary, APPSeCONNECT shall not make any modifications to, nor have direct access to, Customer's ERP software and system (all such modifications and access to ERP must be done directly by the Customer and/or its authorized agents).

I-14. APPSeCONNECT: Means APPSeCONNECT Corp., having its registered office at 7876 Buffaloberry Rd, Frisco, Texas, 75035, United States (hereinafter referred to as "APPSeCONNECT"/ "Licensor"), and shall include all its acquirers, successors, administrators and executors etc.

I-15. APPSeCONNECT Customer Account/ Subscription Account

(APPSeCONNECT Account):

Every customer/ subscriber is required to create an APPSeCONNECT Customer Account to avail APPSeCONNECT iPaaS, and is required to provide certain information about themselves to avail the license to use APPSeCONNECT (subscription/ trial). The license to use APPSeCONNECT (subscription/ trial) shall stand revoked if any of the log-in information of the customer is found to be false/ fraudulent/ incomplete after providing 3 weeks of written notice to the Authorized E-Mail ID of the Licensee, if not corrected by the customer/ subscriber.

I-16. APPSeCONNECT Services: Includes advice and suggestions on the software, implementation of the APPSeCONNECT Corp. product APPSeCONNECT, help desk support to remove bugs, provide training to the customer officials to use APPSeCONNECT product, and any other support to maintain and sustain APPSeCONNECT.

I-17. Modification: Means a change to the Software which changes the delivered source code, or an enhancement to the Software that is made using APPSeCONNECT tools or utilizing or incorporating APPSeCONNECT Proprietary Information, except when the same is specifically an Extension.

I-18. Proprietary Information: (i) With respect to APPSeCONNECT, the Software and Documentation, any other third-party software licensed with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) The concepts, techniques, ideas, and know-how embodied and expressed in the Software and (iii) Information reasonably identifiable as the confidential and proprietary information of APPSeCONNECT or Licensee or their licensors excluding any part of the APPSeCONNECT or Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

I-19. Release: A specific shipment of APPSeCONNECT Software, which is released at a particular point in time for specific user groups and maintained for a specified period of time. The release identifier contains the name of the APPSeCONNECT Software and a multi-digit key that uniquely identifies the release. A release has a clearly defined functional scope that is described in the Documentation of the individual release.

I-20. Software: Means (i) APPSeCONNECT iPaaS hereto, developed by APPSeCONNECT (ii) any Releases of the Software as contemplated by this Agreement, and (iii) any complete or partial copies or replacements of any of the foregoing.

I-21. Third-Party Database: Means third-party proprietary database software licensed through APPSeCONNECT to Licensee, or by a Third-Party Database vendor directly to Licensee.

I-22. Third Party Products: Means those optional third-party software products identified in and licensed under the Appendices to this Agreement.

I-23. Technical Support & Extended Technical Support:

If APPSeCONNECT makes any error in synchronizing data or malfunctions due to any manufacturing defect or due to any bugs or errors; even when the customer is following all the instructions given in the product documentation, all such manufacturing defects of the product are to be fixed by APPSeCONNECT, free of cost if raised within 15 days of implementation of the product in the customer's system.

However, if the customer is unable to follow the guidelines of the product documentation after their officials have been trained as a part of implementation of APPSeCONNECT or if the product starts malfunctioning due to any environmental failure of the customer, then APPSeCONNECT will provide **Technical Support** to resolve any such problem for a cost. To avail any **Technical Support**, a customer is required to subscribe to its **support package** and make payments in advance.

Special Hours of Technical Supports can be arranged if requested by a customer in advance under **Extended Technical Support** program. A customer is required to pay the cost evaluated for any **Extended Technical Support** by APPSeCONNECT Officials in advance and may be subjected to some specific terms and conditions in writing in addition to these T&C. Terms and conditions for any Extended Technical Support may modify these general terms and conditions and shall prevail over these general terms and conditions.

APPSeCONNECT may or may not accept any request for Extended Technical Support depending on availability of its resources and nature of the support hours requested.

I-24. Transformation: Being a middleware APPSeCONNECT generates a script to talk to an application. The script which APPSeCONNECT generates reads and parses the data produced from one end of the connector by *application 1* is converted to something understood by the *application 2* of another end. The process of converting data from a format of one application to another is called transformation. A transformation script is generated from the APPSeCONNECT cloud being downloaded to the agent.

I-25. Websites: Shall mean all websites as it may exist from time to time of APPSeCONNECT including but not limited to "www.appseconnect.com".

I-26. You: Shall mean any user of APPSeCONNECT's Intellectual Properties including but not limited to APPSeCONNECT iPaaS or any of its services, for whatever purpose(s), regardless of whether you are a valid licensee / active subscription of APPSeCONNECT or not.

II. TERMS TO CREATE & ENJOY AN APPSeCONNECT CUSTOMER ACCOUNT:

II-1. You must be at least 18 years or older to subscribe to APPSeCONNECT iPaaS and/or services.

II-2. You must provide full name, designation, and contact details of the contact person(s) of your organization. You are also required to provide full name, place of business and registration ID no. of your company/ organization, a valid official email address, web address etc. and you shall assist us to complete the sign-up process by providing any other relevant details as may be asked by an APPSeCONNECT official from time to time and disclose your legal identity.

II-3. You are responsible for maintaining the privacy and security of your account. APPSeCONNECT and its representatives, consultants and officials will not be held liable for any damage or loss that may result from your failure to protect your login information, including your password.

II-4. APPSeCONNECT may communicate with you via e-mail regarding your account, system updates, or other issues related to your account/ use of APPSeCONNECT.

II-5. You are responsible for all Content posted and activity that occurs from your account (even for Contents posted by a third party to your account).

III. LICENSE GRANT.

III-1. Grant of License.

(a) Subject to this Agreement, APPSeCONNECT grants and Licensee accepts a personal, non-assignable and non-exclusive subscription specific license for use of APPSeCONNECT iPaaS its Documentation, other APPSeCONNECT Proprietary Information, at specified site(s) to run Licensee's internal business operations and provide internal training for such internal business operations. This license does not permit Licensee to: (i) sublicense/ rent the APPSeCONNECT account to any third party of their use. Business Partners of a subscriber may have screen access to the Software solely in conjunction with Licensee's Use and shall not Use the Software to run any of their business operations.

(b) Licensee agrees to install the Software only on hardware identified by Licensee pursuant to this Agreement that has been previously approved by APPSeCONNECT in writing (correspondences through authorized e-mail IDs would be sufficient) for Use or interoperation with the Software (the "Designated Unit"). Designated Units may not be shared for the purposes of Software Use with companies/entities that are not defined as Licensee hereunder. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

(c) Licensee understands and agrees to make available all necessary hardware and networking infrastructure for developing, testing, deploying or implementation of APPSeCONNECT Applications (APPSeCONNECT) if they opt for any of such services; prior to the commencement of such project. That APPSeCONNECT, any of its partners, or associated organizations shall not be liable to return any advance deposit made for availing the yearly license under this Agreement or any other advance deposit made for availing any implementation service, any kind of support, technical support or extended technical support subscribed by the licensee in furtherance of the license granted under this Agreement. Also the licensee, its agents or any of its associated partners shall not be entitled for any refund, penalty, compensation or any other kind of claims of any nature from APPSeCONNECT, any of its Partners/ agents, or associated organizations for any such project being unsuccessful for ignorance/ unwillingness of the Licensee or otherwise to provide required hardware and networking infrastructure necessary to complete any such project.

(d) It is understood and agreed by the Licensee that the Implementation and Technical Support / Extended Technical Support Services mentioned herein includes advice and recommendations from APPSeCONNECT Experts. Decisions in connection with the implementation of such advice and recommendations shall be made by the Licensee only. The Licensee shall designate a competent employee, preferably within senior management, to oversee **all services including Implementation and Support Services if and as obtained on behalf of the Licensee.**

(e) APPSeCONNECT reserves the right to change the nature of the license granted under this Agreement and/or under any previous Agreement; and further reserves the right to modify the subscription terms in accordance with its business policy from time to time, to ensure its economic viability and to ensure continuous innovation, modification and upgradation of the iPaaS. However, such modification and/or amendment to the subscription terms and/or license terms will be applicable prospectively, on expiry of the initial 1 year of subscription and on the receipt of limited rights user license. APPSeCONNECT shall enjoy complete discretion to update, modify, delete or amend its subscription and/or its limited rights user license from time to time, which shall be notified to you at least 1 month prior to such amendments becoming effective.

III-2. Audit / Verification.

APPSeCONNECT shall be permitted, (at least once annually and in accordance with APPSeCONNECT standard procedures) to audit and verify the usage of the APPSeCONNECT Proprietary Information. In the event an audit reveals that it has failed to pay or has underpaid any of the applicable fees, including but not limited to license fee, annual license renewal fee, maintenance fee, all kinds of support fee for availed support period etc., Licensee shall pay such underpaid fees based on APPSeCONNECT's list of prices and conditions in effect at the time of the audit latest within 30 days of such payment notice to enjoy uninterrupted utilization of the software, or related services as applicable.

III-3. Business Partner Access.

Business Partner may have access to the Software provided: (i) Licensee accepts responsibility for the acts or omissions of such Business Partners as if they were Licensee's acts or omissions; (ii) Licensee shall indemnify APPSeCONNECT against losses or damages suffered by APPSeCONNECT arising from breach of this Agreement by any such Business Partners as if affected by Licensee; (iii) Such Use shall not constitute an unauthorized exportation of any APPSeCONNECT Proprietary Information under the applicable laws and regulations; and (iv) That APPSeCONNECT or any of its Partners, Agents or associates shall not be responsible for any kind of damage or data loss to the Licensee's system/server at the time of or due to any access by a Business Partner of the Licensee.

III-4. Claims on Amount Received Under this Agreement.

The Licensee acknowledges and agrees it has used the free/paid trial of APPSeCONNECT or has willingly waived the opportunity to use such free trial on its own and thus any amount paid to APPSeCONNECT, or to any of its authorized partners or authorized agents under this Agreement or any amount paid in furtherance of this Agreement for availing services like implementation of APPSeCONNECT, technical support, extended technical support, advice or suggestions shall be non-refundable in nature.

Customers having a complicated server for implementation of APPSeCONNECT and ineligible for a free trial, have the option of undergoing the paid trial period of 30 days to verify the product utility and shall not be entitled to question the utility of the product. Further, all products and services ordered shall be considered as non-refundable orders without exception.

IV. PAYMENT AND ACCESS

IV-1. License fee. The licensee shall pay to APPSeCONNECT applicable subscription fee in advance to use APPSeCONNECT iPaaS. Charges for implementation of the software, any kind of support, technical support and extended technical supports are not included into the license fee and are required to be paid separately if the Licensee intends to avail such services. Any fee not paid when due shall accrue interest at the rate of 1% per month until the date of payment, but not to exceed the maximum amount as allowed by law without prejudice to any penalties applicable under the law of the land.

IV-2. Taxes. Taxes, fees and other charges described in this Agreement do not include central/federal, state or local sales, foreign withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. If APPSeCONNECT is required to pay Taxes, Licensee shall reimburse APPSeCONNECT for such amounts. Licensee / Subscriber hereby agrees to indemnify APPSeCONNECT for any Taxes and related costs, interest and penalties paid or payable by APPSeCONNECT.

IV-3. Your data will be preserved in our system for 3 months from the suspension/ expiry date of your APPSeCONNECT Customer Account subscription. If you choose to continue with APPSeCONNECT product and/or services, it is recommended that you renew your account within 3 months of the expiry date. This will save you from paying reinstallation charges of APPSeCONNECT.

IV-4. There cannot be any gap between expiry and renewal. For example, if you chose to renew your APPSeCONNECT Customer Account after 2 months of expiry of your Account then you have to pay for the 2 months duration for which you failed to renew your APPSeCONNECT account and/or services as all data received by your system during those 2 months will have to be synced once your account is renewed.

IV-5. If you do not want to sync data of the discontinued period, then we strongly suggest that you should go for a fresh installation of the APPSeCONNECT product. In that case, you will have to pay installation charges to APPSeCONNECT and a fresh account will be created instead of renewing your old account.

IV-6. If you fail to renew your APPSeCONNECT Customer Account before expiry date, then your account will be suspended on expiry of the subscription period. Means you can log into your APPSeCONNECT Customer Account and make payment for renewal, but you will not be able to access any data in your account.

IV-7. All invoices that remain unpaid for more than 30 days from the invoice date in the case of undisputed invoices, or 30 days from the date of resolution of a disputed invoice in the case of disputed invoices, will incur a monthly charge of one percent (1%) or USD 50, whichever is higher.

IV-8. Any or all of these terms and conditions shall bind the legal representatives and successors of the Customer.

V. MODIFICATIONS TO SERVICES AND FEES

V-1. APPSeCONNECT reserves the right to modify, suspend, or discontinue its product and/or services at any time for any reason with 30 days' notice to the subscriber.

V-2. APPSeCONNECT reserves the right to change its subscription fee upon 30 days' online notice for subscription renewal. Such changes in the subscription fee shall be notified on the APPSeCONNECT website www.appseconnect.com.

V-3. APPSeCONNECT reserves the right to adopt a new pricing model, or modify or remove any pricing model for the APPSeCONNECT iPaaS solution and/or services thereunder, as and when deemed fit. In the event of such modification, you shall be notified of the same 30 days prior to the effective date of the change. The new payment model shall become applicable to you from your next billing cycle. However, APPSeCONNECT may at its own discretion, postpone the applicability of the modified pricing model to its existing users for such period as may be required, and in any case, not being more than three (3) years from the purchase date, or effective date, whichever is earlier.

VI. PROPRIETARY RIGHTS.

VI-1. APPSeCONNECT Corp owns the intellectual property rights to any and all protectable components of the APPSeCONNECT iPaaS and its Services/ supports, including but not limited to the name of the Product, artwork and end-user interface elements contained within the Service, many of the individual features, and the related documentation. You shall not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile, or disassemble any aspect of the Service which APPSeCONNECT or its partners own.

VI-2. APPSeCONNECT Corp claims no intellectual property rights over the Content you upload or provide to the APPSeCONNECT platform. However, by using our product and/ or services to transmit your copyrighted or non-copyrighted Content. You agree that APPSeCONNECT may view your content, through remote access under your supervision to assist or provide any technical support only on your request or to provide the services for which the APPSeCONNECT License has been obtained.

VI-3. Protection of Proprietary Information. The licensee / subscriber shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Except for the rights set forth below, Licensee is not permitted to make derivative works of the Software and ownership of any unauthorized derivative works shall vest in APPSeCONNECT. APPSeCONNECT and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose any of the Proprietary Information of the other party to any person, except to its *bona fide* individuals whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 5 with respect to the Proprietary Information.

VI-4. Modifications. The licensee shall not modify or alter the Software in any manner or through any means whatsoever, including without limitation the creation of derivative works or Modifications. Licensee agrees that any Modifications of the Software developed by Licensee or APPSeCONNECT (unauthorized or otherwise) shall become and will be the property of APPSeCONNECT and Licensee shall not grant,

either expressly or by implication, any rights, title interest or licenses to the Modifications to any third party. The licensee shall provide complete source code for all Modifications to APPSeCONNECT.

VI-5. This clause shall survive termination of this Agreement.

VII. PERFORMANCE WARRANTY.

VII-1. APPSeCONNECT warrants that the Software will substantially conform to the functional specifications contained in the Documentation for six months following delivery/ installation. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused due to a Modification by the Licensee, any third-party products, or third-party database. APPSeCONNECT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

VII-2. APPSeCONNECT makes no representations or warranties that the software will operate uninterrupted or error-free, or that it will be free from minor defects or errors that do not materially affect performance, or that the applications contained in the software are designed to meet all of licensee's business requirements or any governmental regulatory or legal requirements and disclaim all warranties with respect thereto in accordance with this clause 6.

VII-3. APPSeCONNECT cannot be held responsible for any utility issue, damages, data loss, malfunction of the configured product installed in customer's server/ on cloud platform if the customer fails/ opts not to make payments for renewal of its subscriptions in time or if the product stops functioning at all due to non-upgrade of the installed software in the customer's server. In today's world, no software or technology is stagnant, they are changing continuously to be more efficient and productive serving the customers better with time. Now APPSeCONNECT product APPSeCONNECT by nature is dependent on the environment software which will necessarily include the ERP or CRM, or ecommerce software's being used by the customer. Now the onsite installed agent of APPSeCONNECT in the customer's server may stop functioning or may start malfunctioning if there is any change or upgradation of the customer's environment due to compatibility issues if the APPSeCONNECT agent in customer's server is not configured according to the changed environment. This configuration, upgradation etc. takes place through the cloud platform of APPSeCONNECT. If the customer fails to pay License/ Subscription fee in time, then they lose the rights to get updates from the cloud platform of APPSeCONNECT, their user license being exhausted.

VIII. INDEMNIFICATION.

VIII-1. Indemnification of Licensee. APPSeCONNECT shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against Licensee in the Territory by third parties.

VIII-2. Alleging that Licensee's Use of the Software and Documentation infringes or misappropriates any patent in the Territory of which APPSeCONNECT is aware; a copyright; or trade secret rights, provided that such indemnity shall not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, or unlicensed activities and so long as the Licensee promptly notifies APPSeCONNECT and APPSeCONNECT in writing of any such claim and APPSeCONNECT are permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. The Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to APPSeCONNECT. APPSeCONNECT may settle any claim on a basis requiring APPSeCONNECT to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation.

VIII-3. The Licensee shall inform APPSeCONNECT through its authorized e-mail ID and shall not undertake any action without the express written authorization of APPSeCONNECT in response to any infringement or alleged infringement of the Software and/or Documentation.

VIII-4. The provisions of this section VIII state the sole, exclusive, and entire liability of APPSeCONNECT, and its licensee's sole remedy with respect to the infringement claims of third-party intellectual property rights.

VIII-5. This clause shall survive termination of this Agreement.

IX. LIMITATIONS OF LIABILITY.

IX-1. Licensee's Remedies. Licensee's sole and exclusive remedies for any damages or loss in any way connected with the APPSeCONNECT subscription, whether due to APPSeCONNECT's negligence or breach of any other duty, shall be, at APPSeCONNECT's option: (i) to bring the performance of the Software into substantial compliance with the functional specifications; (ii) re-performance of services; or (iii) return of an appropriate portion of any payment made by Licensee with respect to the applicable portion of the services;

IX-2. Not Responsible. APPSeCONNECT will not be responsible under this Agreement if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by Licensee, a Modification, third-party software, or third-party database. The software is not specifically developed or licensed hereunder for use in any direct and active operations of any equipment in any nuclear, aviation, mass transit, or medical applications, or in any other inherently dangerous applications. The parties hereto agree that use of the software and third-party software for financial application purposes or such other administrative purposes shall not be deemed inherently dangerous applications if such use does not affect the operations or maintenance of such equipment. APPSeCONNECT and its licensors shall not be liable for any claims or damages arising from the inherently dangerous use of the software and/or third-party software licensed hereunder.

IX-3. The customer should not make any deliberate changes in the environment for APPSeCONNECT (which, for the avoidance of doubt, excludes, for example, making updates to ERP, eCommerce and CRM) without informing APPSeCONNECT in advance and all such changes should take place in guidance of the APPSeCONNECT Team in order to avoid any malfunction of the software or data loss.

– Provided, if there is any malfunctioning/ data loss due to any updates of ERP, eCommerce and CRM by the customer without the guidance/ supervision of APPSeCONNECT support team, then APPSeCONNECT shall not be responsible for any malfunctioning, data loss or damages caused to the customer.

– However, the APPSeCONNECT team will attend to such problems if notified by the customer and to be charged as per APPSeCONNECT's advance hourly support package.

IX-4. Licensee hereby agrees to provide separate written confirmation of the aforesaid as well as comply with such other formalities as may be required by relevant export control authorities from time to time.

APPSeCONNECT iPaaS is subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.

IX-5. Limitation of Liability. Without prejudice, under no circumstances shall APPSeCONNECT, its licensors, partners or any of its associated companies be liable to the licensee or any other person or entity for an amount of damages in excess of the paid license fee or be liable of any amount for special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages.

IX-6. Thus, without prejudice, maximum liability of APPSeCONNECT towards any customer can be an amount of the license / Subscription fee collected over last 12 months for any loss suffered by the Customer due to APPSeCONNECT's negligence or lack of diligence and APPSeCONNECT's liability will be zero if any loss is suffered by the Customer due to any other reason, which is beyond the control of APPSeCONNECT or due to any negligence, misuse or improper use by the licensee/ subscriber. **The risk of running and using APPSeCONNECT shall be solely borne by the Customer.** It is expressly understood and agreed that each and every provision of this agreement which provides for a limitation of

liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such.

IX-7. This clause shall survive termination of this Agreement.

X. MAINTENANCE.

X-1. Maintenance Services for the Software will be provided to Licensee by APPSeCONNECT or an APPSeCONNECT Service Center Partner ("SCP") on such terms as Licensee may execute with APPSeCONNECT or such SCP. It shall be the Licensee's responsibility to ensure that such Maintenance Services are contracted by Licensee with APPSeCONNECT or any of its SCP (as available) from the effective date of this Agreement.

X-2. Licensee acknowledges that its failure to utilize the maintenance services provided by APPSeCONNECT or SCP may prevent APPSeCONNECT or SCP from being able to identify and assist in the correction of potential problems which, in turn, could result in unsatisfactory software performance. The licensee shall not be entitled to any claims for damages, refund of the advance amount for the license or to avail any support, or any kind of monetary or other claims of whatever nature from APPSeCONNECT, any of its Partners or associate organizations for their failure to utilize the maintenance services.

X-3. Use of Subcontractors. Notwithstanding anything to the contrary to the terms of this Agreement, APPSeCONNECT may use subcontractors to provide services on its behalf. Any such subcontractors will be permitted to access Customer Data through remote access in direct supervision of the subscriber, only to deliver the services APPSeCONNECT has retained them to provide and will be prohibited from using Customer/ Subscriber's Data for any other purpose. Accessing the Customer/ Subscriber's Data is subject to APPSeCONNECT's security controls at all times and, to the extent subcontractor personnel are obligated to follow APPSeCONNECT's policies. APPSeCONNECT remains responsible for its subcontractors' compliance with its obligations. Subject to the preceding, APPSeCONNECT may employ subcontractor personnel in the capacity of augmenting existing staff, and reference to employees includes employees and subcontractors acting in the manner specified herein.

XI. CANCELLATION AND TERMINATION.

XI-1. If you wish to stop using the APPSeCONNECT product, you are required to deactivate your APPSeCONNECT Customer Account by clicking on the Account Settings link in the Admin page of your APPSeCONNECT Customer Account. The Account screen provides a simple link to deactivate your account. Once you have deactivated your APPSeCONNECT Customer Account, your license to use APPSeCONNECT product and services shall stand canceled, even though your term of the license has not been completed. No refund will be provided for such discontinuation. However, your data will be preserved in our system for 3 months.

XI-2. Any e-mail or phone requests to cancel an APPSeCONNECT Customer Account will not be entertained by APPSeCONNECT Corp officials, and any such act of any customer cannot be construed as a deemed cancellation.

XI-3. You can cancel your license by deactivating your APPSeCONNECT customer's account at any time, but you will remain liable for all charges accrued up to your next renewal date. You will not be entitled to any refund due to such cancellation of your license before completion of the term period. However, your license will not be renewed thereafter, and no fresh charges will be levied on you once you have deactivated your APPSeCONNECT Customer Account.

XI-4. APPSeCONNECT reserves the right to (i) modify or discontinue, temporarily or permanently, the Services (or any part thereof) and (ii) refuse any and all current and future use of APPSeCONNECT product/ services, suspend or terminate your account (any part thereof) or use of APPSeCONNECT product and remove or discard any of your content uploaded on APPSeCONNECT platform, or suspend your account if there is any violation of this ToU, or if so directed by any law enforcement agency or by a court order.

XI-5. In case of withdrawal, discontinuation, suspension of the Software license and /or services, because of violation of this ToU or any of the applicable policies, APPSeCONNECT will generally serve a show cause letter to the customer on its e-mail ID provided by the customer itself during creating the APPSeCONNECT Customer Account and shall deactivate the account on the 30th day after serving the show cause letter if the customer is unable to justify the contentions/ allegations made under the show cause letter. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your APPSeCONNECT account including violation of the user license, may be referred to appropriate law enforcement authorities and a prima facie case shall be subject to immediate termination of the license and services without any prior show cause notice. APPSeCONNECT shall not be liable to make good any loss suffered by you or by any third party for any modification, suspension or discontinuation of APPSeCONNECT Product and/ or Services.

XI-6. APPSeCONNECT reserves the right to discontinue the **license renewal and stop providing all services** on providing the customer with a two months' notice in advance if:

- a. The product becomes obsolete/ unviable due to change in technology for APPSeCONNECT to continue with this product;
- b. If this product becomes obsolete due to another APPSeCONNECT product;
- c. If APPSeCONNECT ceases to exist;
- d. If a particular connector of APPSeCONNECT that has been licensed to the customer becomes unviable due to change in technology etc.
- e. APPSeCONNECT's Board of Director's decision shall be supreme in deciding whether the product APPSeCONNECT, any particular connector of APPSeCONNECT, or APPSeCONNECT as a company is unviable to maintain etc. and in taking any such decisions.
- f. However, under such circumstances, APPSeCONNECT will make available the source code to the customer, in order to enable the customer to take care of the connector implemented in their environment for which they are under active subscription period. Further, only that portion of the source code will be made available to the customer which will be sufficient to maintain and improvise that particular connector for which the customer has obtained its license and under active subscription period and not the complete source code of APPSeCONNECT.
- g. Further, APPSeCONNECT reserves the right to make APPSeCONNECT as open source on discontinuing the product subject to Board of Director's approval regarding the same.

XI-7. Intellectual Property violation is a serious offense under the IP laws and subject to prosecution. Any violation of IP rights of APPSeCONNECT will be dealt with strict legal actions without prejudice to the rights of APPSeCONNECT under Common Law Principles, or International Laws disregarding whether such violations have occurred with or without any intention of the violating party. Further, APPSeCONNECT reserves the right to suspend or terminate any license and/or services with immediate effect on receiving substantial information of the violation of any IP rights of APPSeCONNECT as such violations might not be compensable by monetary damages.

XI-8. It's your responsibility to keep the APPSeCONNECT officials updated regarding the change in authorized contact person, change in your e-mail ID or change in your place of business.

XI-9. Any correspondence/notice served to the official e-mail ID provided by the customer/ subscriber shall be construed to be effectively served.

XII. MISCELLANEOUS PROVISIONS.

XII-1. MERGER & ACQUISITION. APPSeCONNECT reserves the right to undergo any restructuring process like takeover, merger, acquisition etc. However, in the occurrence of any such restructuring process, all rights and liabilities of APPSeCONNECT and of the customer under this ToU shall vest on the authority so developed under such processes, disregarding the fact whether such process affects the legal identity or not.

Further, the customer will have the right to continue the use of configured APPSeCONNECT installed in the customer server and obtain updates for its subscription period (and be bound by the associated ToU, SLA and SOW) as applicable, if customer undergoes any merger, acquisition, reorganization or takeover thus having a change in control or change in corporate form, whereas the deployment environment of the APPSeCONNECT remains the same, provided the merger/ acquisition/ takeover/ restructuring Agreement explicitly states that all the rights, obligations and liabilities are to be vested on the restructured entity, thus making the ToU, SoW, SLA and all other agreements/understanding between the customer/ subscriber and APPSeCONNECT be binding on the restructured entity.

The customer is not allowed to sub-lease/ rent the APPSeCONNECT license assigned to it to any other entity including its subsidiary, associated company, partner or a holding company.

XII-2. ASSIGNMENT. This Agreement is not assignable under any circumstance and shall be used only by consulting. APPSeCONNECT may subcontract and employ agents to carry out any of its obligations under this Agreement.

XII-3. Governing Law: This agreement is governed by laws of Texas, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of Texas. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights

XII-4. Obligations. Each party must notify the other promptly of a claim raised by any third party. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim (provided that for any Federal Agency Customers, the control of the defense and settlement is subject to 28 U.S.C. 516); and (ii) give reasonable help in defending the claim. The party providing the protection, if and as applicable, will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment or settlement. The parties' respective rights to defense and payment of judgments (or settlement the other consents to) are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law or statutory rights.

Notwithstanding the foregoing, and solely with respect to Federal Agency customers, APPSeCONNECT's rights against any third party claiming infringement shall be governed by the provisions of 28 U.S.C. § 1498.

XII-5. Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

XII-6. No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

XII-7. Use of Name and Likeness. Neither party shall use the name and likeness of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that APPSeCONNECT may use Licensee's name in customer listings or as part of APPSeCONNECT's marketing efforts publicly.

XII-8. Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices or to Authorized E-mail IDs of APPSeCONNECT and Licensee/ Subscriber (respectively) provided in this Agreement or through an authorized act under this Agreement.

XII-9. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such

provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

XIII. GENERAL DISCLAIMERS.

XIII-1. Your use of the APPSeCONNECT iPaaS and/ or services, including any content, information or functionality contained within it, is provided “as is” and “as available” with no representations or warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You assume total responsibility and risk for your use of APPSeCONNECT iPaaS and/ or to avail APPSeCONNECT Services.

XIII-2. You shall not resell, duplicate, reproduce or exploit any part of the Service.

XIII-3. APPSeCONNECT will maintain commercially acceptable administrative and technical safeguards to protect the security, confidentiality and integrity of Your Data. These safeguards include encryption of your Content in transmission (using SSL or similar technologies), which you may link to through the APPSeCONNECT product at your election.

XIII-4. You shall not use the APPSeCONNECT iPaaS and/or services to transmit any viruses, worms, or malicious content.

XIII-5. APPSeCONNECT makes no warranties regarding (i) your ability to use APPSeCONNECT product and/or Services, (ii) your satisfaction with the Product/ Service, (iii) that the Product/ Service will be available at all times, uninterrupted, and error-free (iv), the accuracy of mathematical calculations performed by the Service, and (v) that bugs or errors in the Service will be corrected.

XIII-6. APPSeCONNECT, its partners, agents, affiliates and its sponsors are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages arising out of or relating in any way to your use of APPSeCONNECT product and/or Services under irrespective of whether you are a user under license, paid trial or free trial program. Your sole remedy for dissatisfaction with APPSeCONNECT product and/or Services is to stop using it by deactivating your APPSeCONNECT Customer Account.

XIII-7. APPSeCONNECT may, but has no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion as unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, violates any third party’s intellectual property, violates any of these Terms & Conditions or otherwise objectionable.

XIII-8. Failure of APPSeCONNECT to exercise any of its rights provided herein shall not be deemed to be a waiver of any such right unless such waiver has been expressly given in writing. This latest version of Terms & Conditions along with the SLA sets forth the entire understanding between you and APPSeCONNECT as to the APPSeCONNECT Product and Services thus it supersedes any prior agreements (oral/written) between you and APPSeCONNECT (including, but not limited to, prior versions of the SLA or Terms & Conditions) unless it has been stated otherwise in this Agreement itself.

XIII-9. APPSeCONNECT cannot be held responsible for any business loss of a customer for any reason whatsoever including software failure/ delay in implementation or in technical support etc.

XIII-10. APPSeCONNECT cannot be held liable for any business loss suffered by a customer due to malfunctioning of APPSeCONNECT for any environmental, external issues or act of God;

XIII-11. No monetary compensation can be claimed for any business loss due to an error in synchronizing data. Every software undergoes a lifelong evolution process, APPSeCONNECT is not an exception. APPSeCONNECT shall take all reasonable steps to correct or mitigate all errors to maintain the software or may provide you with a more user-friendly version of its product, if only you are subscribed to its support package.

XIII-12. APPSeCONNECT shall not be liable for any data loss due to the customer’s environmental issues or any loss suffered by the customer or any third party due to customer’s failure to follow the guidance of Product Documents to run and maintain APPSeCONNECT.

XIII-13. APPSeCONNECT does not store or ask for its customer account log in password/data, neither can it access customers' data that will be stored in APPSeCONNECT platform unless you provide remote access to your account for some technical support. However, if you are not a cloud-based customer, then you may give access to your system for maintenance or any other kind of support to APPSeCONNECT officials by providing your login details. Please note that we do not store your log in details even if it has been provided by you to avail some specific support of APPSeCONNECT. We suggest that you change your login details, once the issue for which you were seeking some support has been resolved. It is your responsibility to keep the security details safe and secret. APPSeCONNECT cannot be held responsible for any security breach of your APPSeCONNECT Customer Account.

XIII-14. APPSeCONNECT will be storing only the following kinds of data for its internal use and to make itself more efficient to serve the customers:

- a) Company Name, Web Address
- b) Email Id, Full Name, Phone Number of the contact person/s
- c) Computer Name, Public IP address, Private IP, Mac Address of customer system used for APPSeCONNECT Customer Account log in
- d) Timing of syncing process, duration,
- e) Timing and duration of agent logins
- f) Any questions regarding these Terms of Use /SLA should be addressed to support@appseconnect.com

XIV. ENTIRE AGREEMENT.

This Agreement, each Clause, Schedule and Appendix hereto constitute the complete and exclusive statement of the agreement between APPSeCONNECT and the Licensee, and all previous representations, discussions, and writings are merged in and superseded by, this Agreement. This Agreement may be modified only by an expressed written instrument signed by both parties, by way of a click-wrap contract or any other contract execution format. Account executives, salespersons and consultants are not authorized representatives. This Agreement and each Appendix hereto shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to APPSeCONNECT.

SERVICE LEVEL AGREEMENT (SLA)

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between APPSeCONNECT Corp. (“APPSeCONNECT”) and Customer/ Subscriber (“You”) for the provisioning of services required to support and sustain APPSeCONNECT. This Agreement remains valid only for an active subscriber. This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support, delivery and implementation of APPSeCONNECT iPaaS to you. Implementation of APPSeCONNECT does not include any old / existing data migration to the Newly installed APPSeCONNECT iPaaS.

The goal of this Agreement is to create mutual understanding between you and APPSeCONNECT regarding provisions of providing APPSeCONNECT iPaaS and/ or its support services to you.

The objectives of this Agreement are to:

- a) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- b) Present a clear, concise and measurable description of service provision to the customer.
- c) Match perceptions of expected service provision with actual service support & delivery.

3. Validity

This Agreement is valid from the date the customer starts the paid subscription plan and is valid until the expiry, suspension or termination of such subscription.

4. Service Agreement

The following detailed service parameters are the responsibility of APPSeCONNECT in the ongoing support of this Agreement.

4.1. Service Scope

The following Services are covered under this Agreement:

1. Monitored Helpdesk support
2. Remote assistance using a Remote Desktop and a Virtual Private Network where available

4.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

Payment for all support costs at the agreed interval.

Reasonable availability of customer representative(s) when resolving a product/service-related incident or request.

4.3. APPSeCONNECT Requirements

APPSeCONNECT responsibilities and/or requirements in support of this Agreement include:

Meeting response times associated with product/ service related incidents.

Appropriate notification to Customer for all scheduled maintenance.

4.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

Changes to services will be communicated and documented to all stakeholders.

4.5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

4.6. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Help Desk support: Monitored 10:00 A.M. to 7:00 P.M. EST (Monday – Friday)

Tickets raised outside of office hours will be collected, however, no action can be guaranteed until the next working day.

4.7. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

a) 0-4 hours (during business hours) for issues classified as High priority.

b) Within 24 hours for issues classified as medium priority.

c) Within 2 working days for issues classified as low priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

Priorities set by the customer may be readjusted by APPSeCONNECT if required, and the rescheduling will be notified to the customer if any High priority/ medium priority issue is found to be miss-classified by the customer.

5. Escalation Matrix

Support email ID: support@appseconnect.com

Level 1 Escalation: If the customer does not get any reply as per the timing, mentioned in our SLA, from the support then he/she should escalate the matter to his/her Account Manager assigned by APPSeCONNECT at the time of kick-off in our product implementation cycle.

Level 2 Escalation: If the customer does not get any reply even from the account manager within 1 working day, then they should brief the matter to escalation@appseconnect.com

6. Trial Period

This Agreement (SLA) is applicable to all users of APPSeCONNECT including the limited period users under any Free / paid Trial Period. However, customers shall not have any right to obtain any service under this Agreement or the ToU.

Nevertheless, APPSeCONNECT will try to provide support to all its users but such support is not guaranteed even for a Paid Trial user and will be restricted to the scope of support agreed between the parties and subject to availability of APPSeCONNECT officials.