

MAJESCO DIGITAL1ST PLATFORM

FREE TRIAL SUBSCRIPTION AGREEMENT

THIS FREE TRIAL SUBSCRIPTION AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU (THE “CUSTOMER”) AND MAJESCO (“MAJESCO”) AND GOVERNS THE FREE TRIAL OF MAJESCO’S SERVICES DESCRIBED HEREIN (THE “FREE TRIAL”). AFTER THE FREE TRIAL, IF CUSTOMER PURCHASES SERVICES FROM MAJESCO, CUSTOMER’S PURCHASE AND ONGOING USE OF THE PURCHASED SERVICES WILL BE GOVERNED BY A SEPARATE MASTER SUBSCRIPTION AGREEMENT. BY CLICKING THE “I AGREE” BUTTON OR CHECK BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT OR BY ACCESSING THE SERVICES, YOU AGREE TO ALL OF THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU”, “YOUR” OR “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. IF YOU ARE A DIRECT COMPETITOR OF MAJESCO YOU MAY NOT BECOME A CUSTOMER AND MAY NOT ACCESS THE SERVICES WITHOUT MAJESCO’S PRIOR WRITTEN CONSENT. MAJESCO RESERVES THE RIGHT TO DETERMINE THE ELIGIBILITY CRITERIA NECESSARY TO ACCESS THE SERVICES AND TO DENY ACCESS TO THE SERVICES TO ANY INDIVIDUAL OR ENTITY IN ITS SOLE DISCRETION. MAJESCO AND CUSTOMER SHALL SOMETIMES COLLECTIVELY BE REFERRED TO HEREIN AS THE “PARTIES” OR, INDIVIDUALLY, AS A “PARTY.”

1 DEFINITIONS

“**Affiliate**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of an entity through the ownership or control of more than 50% of an entity’s voting securities.

“**Application**” means a web-based application developed by Customer through the use of the Services and that interoperates with the Services.

“**Confidential Information**” refers to non-public information that Customer may obtain from Majesco or have access to by virtue of this Agreement, including, but not limited to, Majesco’s data, proprietary software and computer operations, all code, inventions, algorithms, business concepts, workflow, marketing, financial, business and technical information, the terms and pricing under this Agreement or any Order, authentication credentials associated with the use of the Services, personal data, and any information disclosed by Majesco, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

“**Content**” means information, software, applications, online services, features, technology, data, text, audio, video, images, resources, documentation, code, tools, toolkits, or other content.

“**Customer**” means the individual or entity, including its Affiliates, who has subscribed for a Free Trial under this Agreement pursuant to an accepted Order and who has been given access to the Services.

“**Customer Data**” means all electronic data or information submitted by Customer to the Services, including Content.

“**Development Tools**” means shared tools and toolkits provided by Majesco and accessible through the Services.

“**Documentation**” means information contained in the user guides, operating manuals and web sites provided by Majesco with the Services or otherwise made accessible to Customer, as may be updated from time to time.

“**Effective Date**” means the date that Customer accepts this Agreement.

“**Intellectual Property**” means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future.

“**Objects**” means certain shared libraries, functions, templates, code, scripts, applications, protocols, screens, entities, web services, integration connectors, models, reports, workflow, rules or other objects and services provided for the express purpose of enabling Customer to develop and maintain Applications.

“**Order**” means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between Customer and Majesco from time to time. Orders shall be deemed incorporated herein by reference.

“**Services**” mean the free trial version of Majesco’s online, web-based platform and applications, including Objects and Development Tools, described in the Documentation and known as “Digital1st” that is provided to Customer pursuant to an Order. The Services do not include any Third Party Content.

“**Third Party Content**” means Content provided by entities or individuals other than Majesco in connection with the Services.

“**Trial Term**” refers to the period of time ending 30 days from the Effective Date of this Agreement.

“**User**” means an individual authorized by Customer to use the Services or any Application through the assignment of a single user identifier.

2 SUBSCRIPTION

2.1 Services. Pursuant to the execution or electronic acceptance of an Order and subject to the terms and conditions of this Agreement, Majesco will provide the Services to Customer during the Trial Term. The Free Trial includes the right of Customer to create and operate an Application in a non-production environment for non-commercial use during the Trial Term.

3 RESTRICTIONS ON USE

3.1 Usage Limits. The Services are subject to technical, functional and usage limits, including with respect to the number of Applications, Objects, Users and other limitations specified in the respective Order and the Documentation (which can be found at www.digital1st.io/restrictions/freetrial, including but not limited to, the purpose of usage of a Services, servers, disk storage, RAM or processing power, API calls, number and type of integrations, geography and traffic.

3.2 Restrictions on Use. Unless otherwise authorized under this Agreement, Customer may not (and will not allow any third party to): **(i)** sell, rent, lease, license, sublicense, distribute, pledge, assign or otherwise transfer in whole or in part the Services to another party; **(ii)** provide, disclose, divulge or make available to, or permit use of the Services in whole or in part by any third party without Majesco’s prior written consent; **(iii)** use the Services in a manner that circumvents or interferes with the operation of the technological measure that controls the access to the Services **(iv)** modify, translate, adapt or create derivative works based on the Services; **(v)** decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary) the Services, or any portion thereof; **(vi)** export or re-export the Services or any derivative work thereof; **(vii)** remove or modify any Services markings or any notice of Majesco’s proprietary rights; **(viii)** use the Services to develop, test, host, or run and operate applications on behalf of third parties; **(ix)** use the Services to provide third-party training; **(x)** use or allow a direct competitor to use the Services for any benchmark tests, to monitor the availability, performance or functionality of the Services, to build a competitive product, to copy any features or functionality or for other competitive purposes; **(xi)** use the Services in any way that is contrary to the terms and conditions of this Agreement; **(xii)** use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit materials in violation of third-party privacy or confidentiality rights; or **(xiii)** use the Services for any unlawful purposes.

3.3 Customer Responsibilities. Customer is solely responsible for **(i)** all Applications and Customer Data that Customer creates, uploads, posts, transmits, or otherwise disseminates using the Services; **(ii)** maintaining secure access to the Services; **(iii)** maintaining reasonable security mechanism with respect to issuance of User identification and password information; **(iv)** any and all activities that occur under Customer’s account; **(v)** properly configuring the Services in accordance with the Documentation; and **(vi)** monitoring and enforcing the limitations and restrictions herein with respect to its Users. Majesco may audit Customer’s use of the Services and compliance with the restrictions and limitation herein through the Services. In the event that Majesco suspects any non-compliance by Customer or its Users with this Agreement, Majesco may suspend access to the Services or immediately terminate this Agreement.

3.4 Similar Applications. Due to the nature of the Services as a platform for developing and maintaining applications, Customer recognizes that Majesco and its customers, partners, vendors, resellers, and distributors may independently develop applications using the Services that perform similar functions or that are used for a similar purpose as Customer’s Applications. Majesco is not responsible, and shall not be liable, for any alleged violation of Intellectual Property rights or related disputes that may arise between Customer and any of Majesco’s other customers, partners, vendors, resellers, and distributors with respect to such applications.

4 NO FEES

The Free Trial is currently provided at no charge. Majesco reserves the right to change its pricing policies for the Free Trial at any time.

5 INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP AND TITLE

5.1 Majesco's Intellectual Property. Customer acknowledges and agrees that all Intellectual Property rights in and to the Services are owned by Majesco and shall, notwithstanding the terms of this Agreement, remain vested in Majesco. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property rights in the Services. All rights not expressly granted by Majesco herein are reserved.

5.2 Customer's Intellectual Property. Subject to Section 8.3 hereof, all Intellectual Property rights in and to Customer's developed Applications and Customer Data are owned by Customer and shall, notwithstanding the terms of this Agreement, remain vested in Customer. Unless otherwise expressly provided in this Agreement, Majesco shall not acquire any proprietary right, title or interest in or to any Intellectual Property rights in Customer's developed Application.

5.3 Customer's Data and Applications. As necessary for Majesco to provide Customer with the Services and limited to such purpose only, Customer hereby grants to Majesco the right and a license to host, copy, transmit, adapt and display Customer Data and Applications in accordance with this Agreement during the Trial Term. Subject to the limited licenses granted herein, Majesco acquires no right, title or interest from Customer or its licensors under this Agreement in or to any of Customer's Applications or Customer Data.

5.4 Aggregate Data. Notwithstanding anything to the contrary, Majesco shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data), and Majesco will be free (during and after the term hereof) to **(i)** use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Majesco offerings, and **(ii)** disclose such data solely in aggregate or other de-identified form in connection with its business.

5.5 License to Use Suggestions. Customer grants to Majesco and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of such Services.

6 THIRD PARTY CONTENT

6.1 No Liability for Third Party Content. As part of certain Services offerings, Majesco may provide to Customer access to Third Party Content. The third-party owner, author or provider of such Third Party Content retains all ownership and Intellectual Property rights in and to that Content, and Customer's rights to use such Third Party Content are subject to, and governed by, the terms applicable to such Content as specified by such third-party owner, author or provider. Except as provided by such Third Party Content provider pursuant to its terms and conditions of use, all Third Party Content is provided "As-Is" and Majesco hereby disclaims any and all warranties for Third Party Content.

7 CONFIDENTIALITY

7.1 Use and Disclosure. Customer shall hold in confidence and not use for any purposes unrelated to this Agreement or disclose to any third party (except its employees, agents or contractors who are not competitors of Majesco and have a need to know and who are subject to confidentiality obligations at least as restrictive as those herein) any Confidential Information of Majesco, using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). Customer agrees to take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees, contractors, or agents in violation of the terms of this Agreement.

7.2 Permitted Disclosures. Customer may disclose Confidential Information of Majesco either: **(i)** in response to a valid order by a court or other governmental or regulatory body, or **(ii)** as otherwise required by law, or **(iii)** as necessary to establish its rights under this Agreement. Customer will promptly give notice to Majesco of such compelled disclosure and allows Majesco to object or to seek a protective order, to the extent legally permitted.

7.3 Non-Confidential Information. Customer shall not be obligated under this Section 7 ("Confidentiality") with respect to Confidential Information that: **(i)** is or becomes a part of the public domain through no act or omission of Customer; **(ii)** was in Customer's lawful possession without restriction prior to the disclosure and had not been

obtained by Customer either directly or indirectly from Majesco; (iii) is lawfully disclosed to Customer by a third party without restriction on the disclosure; or (iv) is independently developed by Customer without access to the Confidential Information.

7.4 Destruction or Return. Except as otherwise authorized or required in furtherance of the purposes of this Agreement, promptly upon a request by Majesco, Customer will destroy (and so certify it in writing) or return to Majesco all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof.

8 TERM AND TERMINATION

8.1 Term of Agreement. This Agreement commences on the Effective Date and continues in force until the end of the Trial Term, unless earlier terminated in accordance with Section 8.2 ("Termination").

8.2 Termination. Customer may terminate the Free Trial without cause at any time upon written notice to Majesco. Majesco may terminate Customer's Free Trial (a) at any time without cause upon 7 days' written notice to Customer, or (b) immediately upon written notice to Customer of a material breach of this Agreement or if Majesco determines in its sole discretion at any time that Customer does not meet its eligibility criteria. Majesco shall not be liable to Customer for any damages incurred by Customer or any third parties as a result of the termination in conformity with this Section 8 ("Term and Termination").

8.3 Loss of Applications and Materials. Majesco shall have no obligation or liability with respect to any Applications and materials developed by Customer using the Services and any Customer Data hosted on the Services. Upon termination of this Agreement all such Applications, materials and Customer Data may be permanently lost. Majesco has no obligation to return to Customer or destroy any such Applications, materials and Customer Data.

9 WARRANTIES

9.1 Customer Warranties. Customer warrants that (i) it has the full power to enter into this Agreement and to perform its obligations hereunder; and (ii) it has the right to grant the rights and licenses contemplated by this Agreement.

9.2 DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAJESCO PROVIDES THE SERVICES "AS IS", WITHOUT WARRANTY OF ANY KIND, AND MAJESCO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE AND DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, CUSTOMER DATA AND/OR CONTENT. MAJESCO HAS NO OBLIGATION TO PROVIDE SECURITY.

10 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MAJESCO BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, GOODWILL, DATA OR DATA USE, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement, including all addendums (if any) and Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed or electronically accepted by a duly authorized representative of both Parties. In the case of conflicts, discrepancies, errors or omissions among the Agreement/addendum and the Order, the documents and amendments to them shall take precedence and govern in the following order: (a) Order; (b) Agreement; and (c) addendum.

11.2 Governing law and Place of Arbitration. Except as otherwise set forth in the applicable Order, Customer's domicile will determine the Majesco entity with whom Customer is contracting under this Agreement, what law will apply in any dispute arising out of or in connection with this Agreement, the place of arbitration for any such dispute, and where notices to Majesco should be directed. Each Party agrees to the applicable governing law (without regard to choice or conflicts of law rules), and the place of arbitration, corresponding to Customer's domicile as set forth in

the chart below. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or the transactions described herein. Each Party hereby waives any right to trial by jury in connection with any action or proceeding arising from or related to this Agreement.

Customer Domicile	Majesco Contracting Party	Notices to Majesco	Governing Law	Place of Arbitration
United States, Mexico, Central America, South America	Majesco	Majesco 412 Mount Kemble Ave. Suite 110C Morristown, NJ 07960 Attn.: General Counsel	New Jersey and United States Federal Law	Morristown, NJ, USA
Canada	Majesco Canada Ltd.	Majesco Canada Ltd. 1 Dundas Street West Toronto, Ontario M5G 1Z3 Attn.: General Counsel	Ontario and Canadian Federal Law	Toronto, Canada
Europe	Majesco UK Ltd.	Majesco UK Ltd. 8 Market Place Reading, UK RG1 Attn.: General Counsel	England	London, England
India, Africa	Majesco Ltd.	Majesco Ltd. Majesco New Development Centre MBP-P-136,136A, Mahape, Navi Mumbai, Maharashtra 400710 Attn.: General Counsel	India	Mumbai, India
Asia, Australia	Majesco Asia Pacific Pte Ltd	Majesco Asia Pacific Pte Ltd 70 Anson Road #B1-Room 5 HUB Synergy Point Singapore, 068805 Attn.: General Counsel	Singapore	Singapore

11.3 Arbitration. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules then in effect. The place and location of arbitration shall be in the applicable place of arbitration identified in Section 11.2. In each arbitration, there shall be a sole arbitrator mutually selected by the Parties. If the Parties are unable to agree on the identity of the arbitrator within 30 days of the written demand by a Party to submit to arbitration, then the International Centre for Dispute Resolution shall select the arbitrator. The language to be used in the arbitral proceeding shall be English. The arbitration award shall be final and binding on the Parties and judgment on the award may be entered in any court of competent jurisdiction. The prevailing Party in any arbitration shall be entitled to reasonable attorneys’ fees and expenses from the other Party as part of the arbitration award. Either Party may request any competent judicial or other authority to order any provisional or conservatory measure (including any injunction), either prior to the institution of the arbitration proceeding or during such proceeding, for the preservation of its rights and interests.

11.4 Export Laws. Customer agrees that the applicable export and import laws govern Customer’s use of the Services, including related Documentation. Customer agrees that neither the Services nor any direct product thereof will be downloaded, exported or re-exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, (i) into any country for which the United States has a trade embargo, or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S.

Commerce Department's Table of Denial Orders. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

11.5 Indemnification by Customer. Customer will defend Majesco against any third-party claim made or brought against Majesco or its Affiliates to the extent that it is based on an allegation that Customer's Applications, Customer Data, or Customer's use of the Services in violation of this Agreement, infringes a patent, copyright, or trademark or misappropriates a trade secret of any third party (each, a "**Claim**"), and will indemnify Majesco for all damages and costs (including reasonable legal fees) finally awarded by a court of final appeal attributable to such a Claim, provided that Majesco a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally releases Majesco of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

11.6 Notices. Any notice, consent, approval, or other communication intended to have legal effect to be given under this Agreement ("Notices") must be in writing and shall be deemed to be have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided that email shall not be sufficient alone for notices of termination or claims for indemnification). All notices to Customer will be addressed to the system administrator designated by Customer on its account.

11.7 Relationship of Parties. The Parties are independent contractors, and not agents, employees or joint ventures of one another, and do not have any authority to bind the other Party by contract or otherwise to any obligation.

11.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.9 Assignment. This Agreement (including each Party's rights and obligations) is not assignable or transferable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt by either Party to assign or transfer this Agreement without such consent shall be void. Notwithstanding the foregoing, either Party may assign or transfer this Agreement in its entirety (including all Orders) to its Affiliate or as a result of a merger, acquisition, corporate reorganization, or a sale of all or substantially all of its assets without consent. Subject to the foregoing, this Agreement or the relevant provisions, as well as the existing Orders shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the Parties hereto.

11.10 Severability. If any provision of this Agreement is unlawful, void or for any reason declared unenforceable by any court of competent jurisdiction, that provision shall be deemed severable from, and shall in no way effect the validity or enforceability of, the remaining provisions.

11.11 Force Majeure. No Party shall be liable for, or considered to be in breach of this Agreement on account of, any failure or delay in performance of any of its obligations hereunder (except for the payment of money) if such failure or delay is due to acts of God, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection, intervention of any government or authority or any other reason where the failure to perform is beyond the reasonable control of and not caused by the negligence or intentional acts or omissions of the non-performing Party.

11.12 No Waiver of Rights; Cumulative Remedies. The failure of either Party to enforce any of the provisions of this Agreement, or the failure to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to be a present or future waiver of such provisions, nor affect the validity of either Party's right to enforce such provision in future. The remedies provided in this Agreement are in addition to any other remedies at law or in equity, except as expressly provided otherwise herein.

11.13 Survival. Sections 3.2 ("Restrictions on Use"), 5 ("Intellectual Property Rights, Ownership and Title"), 6 ("Third Party Content"), 7 ("Confidentiality"), 9.2 ("Disclaimer of Warranties"), 10 ("Limitation of Liability"), and 11 ("General Provisions") of this Agreement shall survive termination, without prejudice to other obligations that, pursuant to the applicable law or to this Agreement, shall also remain in force after the termination date.

11.14 Government Customers. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, the Services provided in connection with this Agreement are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202, FAR section 12.212 and other sections, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions shall be deemed "technical data-commercial items"

pursuant to DFAR section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR section 227.7015(b).