



Product Licensing

SABRE

Contact :
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Ninth Bit Technologies Pvt. Ltd. End-User License Agreement for SABRE

This End-User License Agreement (this “Agreement”) is a legal contract between you, as either an individual or an Entity (as defined below), and Ninth Bit Technologies Pvt. Ltd., India (“NBT”).

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY, OR OTHERWISE ACCESSING OR USING NBT’S PROPRIETARY SOFTWARE – SABRE, ACCOMPANIED BY THIS AGREEMENT (the “Software”).

THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO YOU UNDER THIS AGREEMENT, NOT SOLD TO YOU. BY DOWNLOADING, INSTALLING, OBTAINING A LICENSE, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, EDUCATIONAL INSTITUTION, OR AGENCY, INSTRUMENTALITY OR DEPARTMENT OF A GOVERNMENT (AN “ENTITY”) AS ITS AUTHORIZED LEGAL REPRESENTATIVE, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, AND REFERENCES TO “YOU” HEREIN REFER TO BOTH YOU, THE INDIVIDUAL END USER, AND THE ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT.

IF AT ANY TIME YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD REFUTE THE CONTRACT, TERMINATE THE DOWNLOAD AND/OR INSTALLATION PROCESS, IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING THE SOFTWARE AND DELETE ANY COPIES YOU MAY HAVE. THIS AGREEMENT, ALONG WITH ANY ADDITIONAL TERMS OR POLICIES INCORPORATED HEREIN BY REFERENCE, REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND NBT CONCERNING THE SOFTWARE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH NBT RELATING TO THE SOFTWARE, WHETHER ORALLY OR IN WRITING.

1. License

1.1. Grant of License. Subject to your full and ongoing compliance with the terms and conditions of this Agreement, including without limitation payment of all applicable license and/or support fees, NBT hereby grants to you, and you accept, a personal, limited, nonexclusive, nontransferable (except as set forth in Section 1.6 below), non-assignable, revocable license to use the Software during the Term in machine-readable, object code form only, and the user manuals accompanying the Software (the “Documentation”), only as authorized in this Agreement. For purposes of this Agreement, the “Software” includes any updates, enhancements, modifications, revisions, or additions to the Software made by NBT and made available to end-users through electronic or physical means. Notwithstanding the foregoing, NBT shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software over and above the Terms of the Licensing Policy set forth in Exhibit A.

1.2. Scope of Use. Your license to use the Software is conditioned on the license terms and restrictions set forth in Exhibit A (the “Licensing Policy”), and any use of the Software in violation of any of these restrictions, or any of the other terms of this Agreement is a breach of this Agreement and unlicensed. You may use the Software activated by a license in accordance with the Licensing Policy with respect to the capacity, server identity, license types and other restrictions. If you have multiple licenses for the Software, you may use as many instances of the Software as are governed by the cumulative capacity of all the licenses, in each case, as authorized herein. For purposes of this Agreement, “use” of the software means loading the Software into the temporary or permanent memory of computers conforming to the licensed capacity as per the licensing policy, for the purpose of execution by itself or as a part of another application. The Software may not be used on, distributed to, or installed on a greater capacity of computers than you have licenses. If you use or distribute the Software across multiple computers, you must ensure that the cumulative capacity of the computers does not exceed the number of licenses you have obtained, or you will be in breach of this Agreement and such use and distribution is unlicensed.

1.3. Additional Terms. Depending on which Software product you have licensed, additional terms and restrictions may apply, as set forth in Exhibit B (the “Additional Terms”), which terms are incorporated by reference herein and made a part of this Agreement.

1.4. Evaluation Licenses. In the event you obtained a trial or evaluation version of the Software, it will come with a trial activation key that activates the Software for a limited time period (the “Trial Period”). You may use the Software during the Trial Period for internal development purposes, solely to evaluate the suitability of the Software for your needs. Upon the expiration of the Trial Period you must either purchase an activation license or destroy the Software, Documentation, all backup copies thereof, and all trial licenses that you have obtained. If you do not purchase a license prior to the expiration of the Trial Period, this Agreement, and all your rights and licenses hereunder will terminate at the expiration of the Trial Period.

1.5. Copies and Modifications. You may not reverse engineer, decompile, disassemble, or otherwise translate the Software or any licenses you have obtained. You may not modify or adapt the Software or any licenses that you have obtained in any way so as to circumvent license restrictions. You may make multiple copies of the Software, the Documentation, and any licenses that you have obtained as long as they are used within the limitations of the license

restrictions. Any such copies of the Software, Documentation, or license keys shall include any copyright or other proprietary notices that were included on such materials when you first received them. Except as authorized in this Section, no copies of the Software, Documentation, or license keys, or any portions thereof, may be made by you or any person under your authority or control.

1.6. Assignment of Rights. You will not sublicense, lease, rent, or lend your rights in the Software, Documentation, or licenses, as granted by this Agreement, without prior written consent of NBT, except that you may transfer this Agreement in full in connection with the sale of all or substantially all of the assets related to this Agreement, provided that the assignee assumes all of your obligations hereunder, and the licenses granted hereunder will only extend to use of the Software within the limits of the licensed capacity of the computers on which the Software was installed immediately prior to the assignment. NBT may assign this Agreement without limitation. Any assignment in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

1.7. Applications Built using the Software. You may distribute NBT Software to third parties solely if it is used as a supporting library, framework, tool or dependency in your own software applications, as long as the capacity of the target deployment devices conforms to the license capacity purchased by you. You will be fully responsible for such third party's compliance with the terms and conditions of this Agreement. Any breach of this Agreement by any such third party shall be deemed to be a breach of this Agreement by you.

1.8. Support and Maintenance Services; Updates. NBT will not provide any support or maintenance services under this Agreement over and above those mentioned as a part of your contract, bound by the terms of the Licensing Policy. You acknowledge that NBT has no express or implied obligation to announce or make available any updates, enhancements, modifications, revisions, or additions to the Software and that this Agreement does not give you any rights in or to any of the foregoing unless specified in the terms of your license. NBT may offer support and/or maintenance services separately. If you have purchased NBT support and/or maintenance services with the Software, these services are provided to you under the terms and conditions accompanying the applicable service. Any supplemental software code or related materials that NBT provides to you as part of any support and/or maintenance services are considered part of the Software and are subject to the terms and conditions of this Agreement.

2. Intellectual Property and Confidentiality

2.1. Use Reporting, License Violations and Remedies. NBT reserves the right, and you authorize NBT, to gather data on license usage including license files, device IP addresses or other applicable device identifier (including MAC address or UDID), number of CPU cores and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. NBT reserves the right to remedy violations of any of the terms of this Agreement immediately upon discovery, by charging the then current list price of unauthorized licenses to the payment instrument used to make the original, authorized purchase, or by any other means necessary, including remotely disabling the Software. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

2.2. License Update and Expiration. Your license may include an expiration date that can result in the termination of the license. For perpetual (one-time) licenses, the license updates are sent to you automatically except if NBT determines that a license is used in violation of the terms of this Agreement. If your license is stolen, or if you suspect any improper or illegal usage of your license outside of your control you should promptly notify NBT of such occurrence. A replacement license will be issued to you and the suspect license will be allowed to expire. For fixed period or subscription licenses, your payment for the subscription term must be processed prior to the expiration date in order for the license updates to be performed. For your convenience NBT may, but has no obligation to, provide license expiration warnings in advance or provide you grace period to update expiring subscriptions. It is your responsibility to contact NBT regarding any potential expiration that you deem inappropriate. NBT shall not liable for any damages or costs incurred in connection with the expired licenses.

2.3. Proprietary Rights to Software and Trademarks. You acknowledge that the Software and the Documentation are proprietary to NBT, and the Software and Documentation are protected under copyright and other intellectual property laws and international treaties. You further acknowledge and agree that, as between you and NBT, NBT owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Software or the Documentation or any other intellectual property rights of NBT, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that NBT uses in connection with the Software or with services rendered by any of NBT are marks owned by NBT. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

2.4. Confidentiality. You shall permit only authorized users, who possess rightfully obtained license keys, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, you shall not make available the Software, Documentation, or any licenses to any third party, or use the Software, Documentation, or any license key for any purpose other than exercising rights expressly granted to you hereunder or as a part of your contract. You

agree to cooperate with and assist NBT in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

2.5. Consent to Use Data. You agree that NBT may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Software. NBT may use this information, as long as it is in a form that does not personally identify you, to operate, provide, improve, and develop our products, services and technologies, to prevent or investigate fraudulent or inappropriate use of our products, services, and technologies, for research and development, and for the other purposes described in this Agreement or to you as part of our products and services.

2.6. Audit Rights. During the term of this Agreement and for two (2) years after termination or expiration of this Agreement, NBT may audit, upon written notice to you, your books, records, and computing devices to determine your compliance with this Agreement and your payment of the applicable license fees, if any, for the Software. In the event that any such audit reveals an underpayment by you of more than ten percent (10%) of the license fees due to NBT in the period being audited, or that you have breached any term of this Agreement, then, in addition to any other rights and remedies NBT may have, you will promptly pay to NBT any underpayments plus the cost of the audit.

3. License Fees

The Software will be available to you for use upon your receipt of one or more licenses. Upon acceptance of this Agreement, you may obtain one or more licenses by paying the requisite license fees. License fees for term-based licenses are due prior to the commencement of the applicable term, and may be re-billed to the payment instrument you used for your initial purchase upon the commencement of any renewal term. The license fees paid by you are paid in consideration of the license granted under this Agreement. License sales are final and NBT does not refund license fees under any circumstances. By accepting this Agreement you fully understand that once license fee payment is made to NBT you will have no recourse for receiving a refund of any part of the fees.

4. Term and Termination

This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, installing, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until expiration or termination as provided herein (the "Term"). Term-based licenses terminate upon the expiration of the prepaid term, unless you have paid all applicable fees to extend the term. Without prejudice to any other rights, this Agreement will terminate automatically without notice to you if you breach or fail to comply with any of the limitations or other requirements described herein, including the payment of any applicable fees, and you agree that in any such case NBT may, in addition to any other remedies it may have at law or in equity, let the Software disable itself. You may terminate this License Agreement at any time by providing written notice of your decision to terminate the Agreement to NBT and ceasing use of the Software and Documentation. Upon any termination or expiration of the Agreement for any reason, you agree to uninstall the Software and either return to NBT the Software, Documentation, all copies thereof, and all licenses that you have obtained, or to destroy all such materials and provide written verification of such destruction to NBT.

5. Indemnification

You will, at your own expense, indemnify and hold NBT, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any use of the Package (as defined below) by you, any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this Agreement.

6. Third Party Software

The Software is distributed to you with various third party software components ("Third Party Software" and together with the Software, the "Package") which are provided under separate license terms (the "Third Party Terms"), as described in more detail in the "Notices.txt" file included in the Documentation. You are permitted to use the Third Party Software in conjunction with the Software, provided that such use is consistent with the terms of this Agreement. You may have broader rights to use the Third Party Software under the applicable Third Party Terms. Nothing in this Agreement is intended to impose further restrictions on your use of the Third Party Software in accordance with any Third Party Terms. The Software may also enable interoperation with certain other third party operating systems and applications. NBT does not

provide you with any such third party licenses and it is solely your responsibility to obtain all necessary software licenses from respective vendors.

7. Limited Warranty; Disclaimer; Limitation of Liability

7.1. Limited Warranty. If you obtained the Software on physical media (such as a CD or DVD), NBT warrants for a period of 90 days from the date of purchase (referred to as the "Warranty Period") that the media on which the Software is delivered will be free from defects in material and workmanship. NBT will replace the defective media during the Warranty Period at no additional cost to you.

7.2. WARRANTY DISCLAIMER. EXCEPT FOR THE SOLE LIMITED WARRANTY EXPRESSLY GRANTED TO YOU IN SECTION 7.1, THE PACKAGE AND DOCUMENTATION ARE LICENSED "AS IS," AND NBT DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE FULLEST EXTENT AUTHORIZED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NBT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND FOR THE THIRD PARTY SOFTWARE, AND DOES NOT WARRANT THAT THE PACKAGE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE PACKAGE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT DEFECTS OR ERRORS IN THE PACKAGE WILL BE CORRECTED OR THAT THE PACKAGE WILL BE COMPATIBLE WITH FUTURE NBT'S PRODUCTS, OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH THE PACKAGE WILL NOT BE LOST, CORRUPTED OR DESTROYED. YOU ASSUME RESPONSIBILITY FOR SELECTING THE PACKAGE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE PACKAGE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE PACKAGE.

7.3. LIMITATION OF LIABILITY. IN NO EVENT SHALL NBT BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER SUCH PECUNIARY LOSS), WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF NBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NBT'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS OF ANY KIND ARISING HEREUNDER EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. General Terms

8.1. Feedback. If you provide any ideas, feedback, suggestions, materials, information, opinions, or other input to NBT (“Feedback”), regardless of any accompanying communication, NBT has no obligation to review, consider, or implement your Feedback, all such submissions are made on a non-confidential basis, NBT and its successors and assigns have an unconditional and unlimited right to use, reproduce, modify, and disclose such Feedback without any compensation or attribution, and you waive and agree not to assert any so-called “moral rights” you may have in the Feedback.

8.2. Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of India and the High Court of Bombay, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the district or high courts for the western part of Maharashtra, nearest to Pune. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

8.3. Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. To the extent possible the provision will be interpreted and enforced to the greatest extent legally permissible in order to effectuate the original intent, and if no such interpretation or enforcement is legally permissible, shall be deemed severed from the Agreement.

8.4. Survival. Articles 2, 5, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination or expiration of this Agreement, regardless of the cause for termination or expiration, and shall remain valid and binding indefinitely.

8.5. Headings. The Article and Section headings contained in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.6. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.7. Amendment. NBT reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement on www.ninth-bit.com, provided that disputes arising hereunder will be resolved in accordance with the terms of the Agreement in effect at the time the dispute arose. We encourage you to review the published Agreement from time to time to make yourself aware of changes. Material changes to these terms will be effective upon the earlier of (i) your first use of the Software with actual knowledge of such change, or (ii) 30 days from publishing the amended Agreement on www.ninth-bit.com. If there is a conflict between this Agreement and the most current version of this Agreement, posted at www.ninth-bit.com, the most current version will prevail. Your use of the Software after the amended Agreement becomes effective constitutes your acceptance of the amended

Agreement. If you do not accept amendments made to this Agreement, then it is your responsibility to terminate this Agreement pursuant to Section 4.

8.8. Taxes. You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of NBT. You shall reimburse NBT for the amount of any such taxes or duties paid or incurred directly by NBT as a result of this transaction, and you agree that NBT may charge any such reimbursable taxes to the payment instrument you used for your initial payment.

8.9. Governing Language. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

8.10. Trademark Notice

The NBT logo, Ninth Bit Technologies, Sabre, BluTran are registered trademarks or trademarks of Ninth Bit Technologies Pvt. Ltd., India in India and/or other countries. All other trademarks referenced in the Software or Documentation are the property of their respective owners.

8.11 Contact Information. You may contact NBT for more information about the Software, other NBT products and services at Ninth Bit Technologies Pvt. Ltd., No.12, Sunview A, Sukhwani Complex, Pimpri, Pune, India or by visiting our website : www.ninth-bit.com

EXHIBIT A. Licensing Policy

1. Licensing Ninth Bit software - SABRE

NBT grants non-exclusive licenses to use the SABRE Framework (hereinafter referred to as software) when it is legally obtained. NBT licenses the software either on a one-time charge or subscription basis.

- **A One Time Charge (OTC) license** grants the use of the **specific** version / release of the software obtained indefinitely, as long as the customer complies with the terms of the license agreement.
- **A Fixed Period License (FPL) (or Subscription)** grants the use of the software over a limited time period, or term (typically 12 months) as long as the customer complies with the terms of the license agreement.

1.1. One Time Charge (OTC) license or Perpetual License

"License + Software Package + Software Updates and Support for 3 Months"

The "License + Software Package+ Software Updates and Support for 3 Months" OTC license grants the right to:

- use the **specific** version/release of the software obtained for a period of 100 years
- use all updates specific to the **major** version/release of the software obtained within the support period for a period of 100 years.
- receive Software Updates and Support for a period of 3 months

At the end of the 3 months, the Software Updates and Support is renewable annually (at the prevailing price or as per terms of the contract), referred to as "Annual Software Updates and Support Renewal ". If Software Updates and Support is not renewed, you will no longer receive the benefits of Software Updates and Support but you may still use the licensed version of the software according to the license agreement.

1.2 Fixed Period License (FPL) or Subscription

"Fixed Period License + Software Updates and Support"

The "Fixed Period License + Software Updates and Support " term license grants the right to:

- use the software for a period of the number of days of the license validity only
- receive Software Updates and Support (also referred to as Software Maintenance) for the license validity period

At the end of the license period, the license may be renewed for an additional period (at the prevailing price). If the license is not renewed, you will no longer have the rights to use the software, will no longer be entitled to the benefits of Software Updates and Support, and you must destroy all copies of the software. The software stops functioning at the end of the license term.

2. License Categories

2.1. Instance Based License

An Instance Based License is restricted to the instance(s) defined in the license. The software can be run for any number of applications but only on the instance(s) defined by the instance parameters. Any usage of the software beyond the permitted license is not permitted.

2.2. Application Based License

An Application Based License is restricted to a single application. Any number of copies of the application can be run over a fixed number of server instances (defined by the instance parameters in the license).

3. Instance Parameters

There are 2 types of Instance Parameters – **Capacity** and **Identity**. Capacity is defined by the number of available CPU cores. Identity is defined by either server IPs or a hardware identity token

3.1. Processor Cores

A license must be obtained for the appropriate number of processor cores activated and available for use by the software on the server. The software can be run as long as the number of activated cores on the server is less than or equal to the number of cores for which the license has been acquired. Support for additional cores can be added to an existing license at any time at the current prevailing price.

3.2. Server IPs

A license must be obtained for all the IPs of the servers on which the software is intended to be run. The software will not run on any IPs other than the ones for which the license has been obtained. IPs once added to the license cannot be modified. Additional IPs can be added to an existing license at any time at the current prevailing price.

3.3. Hardware Token

An alternative for IP as identity is available where the license is accompanied by a hardware USB device. This is useful where the license may not be bound to IPs or where the IPs are prone to change. The software will not run with hardware token Ids other than the ones for which the license has been obtained. Hardware token Ids once added to the license cannot be modified. Additional hardware tokens can be added to an existing license at any time at the current prevailing price.

4. Supporting Licenses

4.1. Passive Cluster / Disaster Recovery license

A free limited license must be obtained in addition to the main license in case the software is to be run in a pure passive environment. Pure passive environment implies that the server will be physically switched off during regular use and will be switched on only in cases of emergency. It also implies that at any given point in time, either the active server or the passive server would be running, but never both. This license prohibits the use of the software for more than 12 instances per year during the term of the main license.

In case the software is required for more than 12 instances per year in the license term, explicit written permission of NBT needs to be obtained.

4.2. Development License

A free limited development license can be obtained for software development purposes. This license is not identity bound (does not need IPs or hardware tokens) but is limited by the number of processor cores. A development license is purely for development purposes and you are strictly prohibited from using the same in non-development environments (which include but may not be limited to staging, production, disaster recover, passive clusters etc).

5. Software Updates and Support

NBT provides Software Updates and Support with each licensed software program. Software Updates and Support begins on the date the software is obtained and ends with the support term defined as per the applicable license.

While NBT's Software Updates and Support is in effect for the software license:

1. If you have opted for OTC (One Time Cost or Perpetual) license, NBT will make available to you and authorize you to use the latest available minor version update to your licensed version, should any be made available. You will not be eligible for major version upgrades.

Major version upgrades to OTC software can be purchased at an additional cost as long as there is a valid Software Updates and Support contract in effect.

2. In case of FPL (Fixed Period License or Subscription), NBT will provide you all updates and upgrades including major version upgrades and latest product releases for the validity of the license period.
3. NBT provides you assistance for your:
 - o routine, short duration installation and usage (how-to) questions; and
 - o code-related questions ("Support"). Such Support for a particular version or release of the software is available only until NBT withdraws Support for that software's version or release. When Support is withdrawn, you must upgrade to a supported version or release of the software in order to continue to receive Support.
4. NBT may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever Ninth Bit remotely accesses it with your permission.

NBT Software Updates and Support does not include assistance for:

- the design and development of applications (this is available as a separate consultancy service)
- your use of the software in other than their specified operating environment or
- failures caused by supporting software for which NBT is not responsible

EXHIBIT B. Additional Terms

Additional terms are subject to any specific terms and conditions that are agreed upon as a part of your purchase contract with NBT.