

Proxima AI End-User License Agreement (“EULA”)

Last Updated: July 01, 2025

Company: Webtonic Technologies Private Limited (“Webtonic,” “we,” “us,” or “our”)

Product: Proxima AI (“Software” or “Product”)

By downloading, installing, accessing or using Proxima AI (the “Software”), you (“You,” “Licensee” or “Customer”) agree to be bound by these terms. If you do not agree, do not install, access or use the Software.

1. Definitions

For purposes of this EULA, the following terms shall have the meanings set forth below:

- “Affiliate” means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.
- “Business Day” means a day other than a Saturday, Sunday or public holiday in India when banks in Mumbai, Maharashtra are open for business.
- “Confidential Information” has the meaning set forth in Section 8.1 of this EULA.
- “Documentation” means all user manuals, technical specifications, onboarding materials, help-desk articles and other documentation provided by Webtonic in any form relating to the installation, configuration, use or operation of the Software.
- “Effective Date” has the meaning set forth in Section 9.1 of this EULA.
- “Fees” means the fees payable by Licensee for use of the Software as set forth in the applicable Order Confirmation or Invoice, excluding Taxes.
- “Invoice” means any invoice issued by Webtonic to Licensee for Fees and/or applicable Taxes under this EULA.
- “Order Confirmation” means Webtonic’s written order confirmation, statement of work or similar document that sets forth the specific Software license, Fees,

Subscription Term, support options and other terms agreed by the parties.

- “Software” means the object-code version of Proxima AI, including any Updates thereto, provided by Webtonic under this EULA, and the associated user interfaces, scripts, templates and related components.
- “Subscription Term” has the meaning set forth in Section 9.1 of this EULA.
- “Support Services” has the meaning set forth in Section 6.1 of this EULA.
- “Taxes” means any sales, use, value-added, goods and services, withholding or other taxes, duties, levies or governmental charges of any kind (excluding taxes based on Webtonic’s net income) imposed by any government authority in connection with this EULA or the transactions contemplated herein.
- “Updates” means any bug fixes, patches, maintenance releases, minor enhancements and functional improvements to the Software that Webtonic generally makes available to its licensees at no additional charge during the Subscription Term.
- “User Data” means electronic data or information submitted by Licensee or its end users to the Software in the course of using the Software, excluding aggregated or anonymized performance metrics collected by Webtonic.

2. License Grant

2.1 Grant of License

Subject to the timely payment of all Fees and Your strict compliance with the terms and conditions of this EULA, Webtonic hereby grants You a limited, non-exclusive, non-transferable, non-sublicensable license to:

- 2.1.1 Install and use the object-code version of the Software on up to the number of Users or Instances specified in Section 4.3 (each as defined in Section 4.1) for internal business purposes, or as otherwise specified in the applicable Order Confirmation. Any deployment beyond those specified tiers is strictly prohibited.
- 2.1.2 Use the Software solely during the Subscription Term to generate, send, schedule, and track email marketing campaigns in accordance with the License

Tier and usage limits set forth in Section 4.

- 2.1.3 Access and execute the Software via APIs, web interfaces, or integrations in accordance with the Documentation.
- 2.1.4 Display and use the Documentation internally for training and support of authorized users.

2.2 Scope and Restrictions

The license granted under Section 2.1 is subject to the following restrictions:

- 2.2.1 You shall not reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure, ideas or algorithms of the Software.
- 2.2.2 You shall not modify, adapt, translate or create derivative works based on the Software, except as expressly authorized by Webtonic in writing.
- 2.2.3 You shall not rent, lease, sublicense or distribute the Software, or otherwise make it available to any third party, except as expressly permitted by this EULA.
- 2.2.4 You shall not remove, alter or obscure any proprietary notices or labels on the Software or Documentation.
- 2.2.5 You shall not use the Software in any manner that violates applicable laws, regulations or third-party rights.

2.3 Reservation of Rights

Webtonic and its licensors retain all right, title and interest in and to the Software, Documentation and all copies thereof. No rights are granted to You by implication, estoppel, or otherwise, other than the rights expressly granted in this Section 2.

3. Permitted Use & Restrictions

3.1 Permitted Use

- You may use the Software to generate, send, schedule and track email-marketing campaigns for your own business or those of your clients, within your licensed sender-limits.

3.2 Restrictions

You shall not:

- Copy, reproduce, distribute, sell, resell or exploit the Software or Documentation except as expressly permitted.
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software.
- Modify, translate or create derivative works of the Software.
- Remove or alter any proprietary notices, labels or marks on the Software or Documentation.
- Use the Software to send unsolicited spam or for any illegal, malicious or infringing activity.
- Share your License Key or login credentials with any third party.
- Bypass or disable any security or licensing feature of the Software.

3.3 Feature Limitations & Disclaimers

The following feature-specific disclaimers apply, and by using the related functionality, You acknowledge and agree to these terms.

AI-Powered Email Composer

- The Software's generation of hyper-personalized or research-driven content ("Generated Content") is provided solely for convenience. Webtonic makes no representations or warranties, express or implied, regarding the Generated Content's legality, accuracy, reliability, suitability, or non-infringement of

third-party rights. You shall be solely responsible for reviewing, vetting, editing and approving all Generated Content prior to dissemination, and You assume all risk and liability arising from any reliance thereon.

B2B Prospect Research

- The Software's data collection features automatically aggregate information from publicly available or third-party sources ("Prospect Data"). Webtonic does not warrant the completeness, timeliness, or accuracy of Prospect Data. You shall conduct due diligence to verify any information prior to use and shall comply with all applicable privacy, data protection, and marketing laws (including anti-spam statutes and regulations).

Deliverability Optimization

- Webtonic provides technical configurations (e.g., SPF, DKIM, DMARC setup) and automated IP warm-up and throttling to optimize email deliverability. However, Webtonic does not guarantee delivery to any recipient's inbox or protection against filtering by ISP, corporate, or third-party email systems. You acknowledge that deliverability is subject to factors beyond Webtonic's control, and You remain responsible for monitoring deliverability rates, managing sender reputation, and ensuring compliance with applicable email regulations.

Smart Sequence Automation

- The Software's campaign automation capabilities (including pause-on-reply/bounce logic and A/B testing) are provided on an "as-is" basis. Webtonic does not warrant uninterrupted or error-free sequence execution and shall not be liable for failures, delays or errors resulting from system outages, third-party integrations, network disruptions, or Customer misconfiguration. You shall implement reasonable safeguards to validate campaign logic and outcomes.

Real-time Analytics & Reporting

- Analytics metrics (such as opens, clicks, replies, bounces, domain/IP reputation) are provided for informational purposes only. Webtonic does not warrant the completeness, accuracy, or real-time availability of any analytics data. Variances may occur due to email client behavior, network conditions, or third-party tracking limitations. You shall not rely solely on the Software for mission-critical reporting or compliance, and You assume all responsibility for data interpretation and business decisions.
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4. License Types & Usage Limits

4.1 Definitions

“User” means an individual authorized by Customer to access and use the Software under a unique, authenticated login.

“Instance” means each separate, uniquely-identifiable deployment or copy of the Software—whether accessed via a distinct server hostname, IP address, container identifier, API key, or other technical identifier. Multiple environments (e.g., production, testing, staging, development) each constitute a separate Instance.

4.2 License Grant

Subject to payment of all applicable fees and compliance with this EULA, Webtonic grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Software in object-code form on up to the number of Users or Instances permitted under the License Tier selected in Section 4.3.

4.3 License Tiers

Webtonic offers the following tiers (rights and caps as defined below and in the applicable Order Confirmation):

- **Standard Tier:** Up to 10 Users or Instances; 10,000 Outbound Email Sends/month.
- **Professional Tier:** Up to 20 Users or Instances; 20,000 Outbound Email Sends/month.
- **Enterprise Tier:** Up to 30 Users or Instances; 30,000 Outbound Email Sends/month.
- **Custom Tier:** Any other limits as agreed in writing in the Order Confirmation.

4.4 Usage Limits & Overages

- **Monitoring:** Webtonic may monitor Your usage to verify compliance with Sections 4.2–4.3.
- **Overage Response:** Upon any usage-limit breach, Webtonic may immediately suspend the excess usage and invoice You for overage charges at then-current rates.
- **Payment Terms:** Overage invoices are due within fifteen (15) days of receipt; any unpaid balance past two (2) business days shall result in suspension of all Software access until paid.

4.5 Audit Rights

Webtonic (or its authorized representative) may audit Customer’s usage records and systems—upon at least ten (10) business days’ prior notice—with **no annual limit on**

frequency to verify compliance with Sections 4.2–4.4. If any over-use is found, Customer shall promptly pay applicable overage charges and purchase retroactive licenses back to the date of first non-compliance.

4.6 Modification of License Types

Customer may upgrade or downgrade tiers during the Subscription Term with Webtonic’s written consent. Changes take effect upon issuance of a new Order Confirmation and are billed pro-rata for the remainder of the then-current term. Downgrades require Customer to immediately cease any usage above the new tier limits.

4.7 Reservation of Rights

Webtonic expressly reserves all rights not granted herein. Any use of the Software beyond the rights granted in this Section 4 constitutes a material breach, entitling Webtonic to suspend access and/or terminate this EULA at its discretion.

5. Fees, Payment & Renewal

5.1 Fees

You shall pay all fees specified in the applicable Order Confirmation or Invoice (“Fees”). Fees are based on the License Tier, usage levels, and billing frequency (annual or monthly) selected by You. All Fees are stated in INR and are exclusive of Taxes.

5.2 Invoices and Billing

Webtonic shall issue invoices in advance of each billing cycle. Invoices will detail the Fees due, any applicable Taxes, and payment instructions. You shall ensure all billing information provided to Webtonic is accurate and complete.

5.3 Payment Terms

Unless otherwise specified in an Order Confirmation:

- Payment of Fees is due within fifteen (15) days of the invoice date (“Due Date”).
- Payments shall be made via bank transfer or other payment method specified by Webtonic.
- If any amount is not received by the Due Date, Webtonic may, at its sole discretion:
 - a. Charge interest on the overdue amount at a rate of 1.5% per month or the highest rate permitted by law, whichever is lower; and/or

- b. Suspend or terminate Your access to the Software until all outstanding amounts are paid in full.

5.4 Taxes

You are responsible for all sales, use, value-added, goods and services, withholding, and other taxes or duties ("Taxes") levied in connection with the Software, excluding taxes based on Webtonic's net income. If Webtonic has the legal obligation to collect or pay Taxes, such Taxes will be invoiced to and paid by You, unless You provide a valid tax exemption certificate.

5.5 Renewal and Price Adjustments

- **Renewal Notice Window:** Customer may deliver written non-renewal notice any time between 120 and 30 days before term end; notices outside this window are void.
- **Reminder Obligations:** Webtonic will send reminder emails at least 120, 60, and 30 days before term end; notice is deemed received upon Webtonic's sending confirmation.
- **Price Change Notice:** Fee adjustments must be communicated between 120 and 60 days before renewal; otherwise, notice is void. Continued use post-renewal constitutes acceptance.

5.6 Refunds and Credits

Except as expressly provided in this EULA or an applicable Order Confirmation, all Fees are non-refundable. No credits will be granted for unused portions of the Subscription Term except as required by applicable law.

5.7 Suspension for Non-Payment

If payment of any undisputed Fees is not received within fifteen (15) days after the Due Date, Webtonic may suspend Your access to the Software until all outstanding amounts are paid, without liability to You. Webtonic will reinstate access upon receipt of full payment.

6. Support & Maintenance

6.1 Support Services

During the Subscription Term, Webtonic will provide the following support services ("Support Services") in accordance with the Service Level requirements set forth below:

- **Support Channels:** Webtonic will provide support via email, ticketing system, or other communication channels designated by Webtonic.

- **Support Hours:** Support Services are available Monday through Friday, 9 AM to 6 PM IST, excluding public holidays in India.

6.2 Service Levels

Webtonic shall use commercially reasonable efforts to respond to and resolve Support Service requests in accordance with the following priority levels, initial response times and resolution targets:

| Priority Level | Definition | Initial Response Time | Resolution Target |
|----------------|---|-----------------------|-------------------|
| Priority 1 | Critical system outage or Software inoperable | 2 Business Hours | 1 Business Day |
| Priority 2 | Major functionality impaired; workarounds available | 4 Business Hours | 2 Business Days |
| Priority 3 | Minor functionality issues or general usage questions | 1 Business Day | 5 Business Days |

6.2.1 Remedies for Service Level Failures

(a) **Service Credits:** Customer may claim a credit of 5% of that month's Support Fees per 0.1% below 99.9% Availability—or per missed response/resolution target—capped at 25% per month.

(b) **Termination for Repeated Breaches:** If any single SLA metric (Availability, Response, or Resolution) is missed three (6) times in any rolling six-month period, Customer may terminate this Agreement for cause upon thirty (30) days' written notice. Upon termination, Webtonic will refund pro-rata unused License and Support Fees, net of any unpaid Service Credits.

(c) **Continued Performance:** All other SLA terms and exclusions remain in effect.

6.3 Maintenance Releases and Updates

- **Updates:** Webtonic may, at its sole discretion, provide Updates, Upgrades, patches, or bug fixes to the Software.
- **Notification:** Webtonic will notify You of any material Updates or scheduled maintenance that may materially impact Software availability with at least 48 hours' advance notice when practicable.

- Installation: You are responsible for applying Updates in a timely manner to maintain continued support eligibility.

6.4 Exclusions

Support Services do not include:

- Custom development or modifications to the Software not covered by a separate agreement.
- Training, consulting or implementation services, unless expressly set forth in an Order Confirmation or separate statement of work.
- Issues arising from: (a) use of the Software in violation of this EULA; (b) third-party software or hardware; (c) Customer's environment or configurations; or (d) unauthorized changes made by You or third parties.

6.5 Termination of Support Services

Webtonic may, at its sole discretion, suspend or terminate Support Services if You materially breach this EULA or fail to pay any Fees when due. Termination of Support Services will not constitute termination of this EULA, unless expressly stated.

7. Proprietary Rights

7.1 Ownership of Software and Documentation

All title, ownership rights, and intellectual property rights in and to the Software (including object code, source code, algorithms, know-how, user interface designs, and related technology) and Documentation are and shall remain the exclusive property of Webtonic and its licensors. Nothing in this EULA grants You any ownership rights in the Software or Documentation.

7.2 Reservation of Rights

All rights not expressly granted to You under this EULA are hereby expressly reserved by Webtonic. Webtonic retains all rights, title, and interest in and to the Software and Documentation, including, without limitation, any and all patent, copyright, trade secret, trademark, and other proprietary rights.

7.3 Feedback

If You provide Webtonic any suggestions, recommendations, or other feedback relating to the Software ("Feedback"), You hereby grant Webtonic a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable right and license to use, modify,

incorporate, and exploit such Feedback in connection with the Software and any other products or services, without restriction and without obligation of disclosure, acknowledgment, or compensation to You.

7.4 Third-Party Components

The Software may include or incorporate third-party software, libraries, or components subject to separate open source or proprietary licenses (“Third-Party Components”). Such Third-Party Components are licensed to You only under the terms of the applicable third-party license, and Webtonic makes no representation or warranty regarding such Third-Party Components beyond the terms of their applicable license.

7.5 Trademarks and Branding

All trademarks, service marks, trade names, logos, and other brand designations of Webtonic used in connection with the Software (collectively, “Marks”) are the sole and exclusive property of Webtonic. You may not remove, alter, or obscure any Marks in the Software or Documentation, and You may not use any Marks without Webtonic’s prior written consent.

7.6 Protection of Proprietary Rights

You agree to:

- (a) Refrain from any action that would encumber or impair Webtonic’s ownership of the Software and Documentation;
- (b) Notify Webtonic promptly in writing of any infringement or misappropriation of Webtonic’s proprietary rights of which You become aware; and
- (c) Cooperate with Webtonic, at Webtonic’s expense, in any enforcement or defense of Webtonic’s proprietary rights.

8. Confidentiality

8.1 Definition of Confidential Information

“Confidential Information” means all non-public, proprietary information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”), whether disclosed orally, in writing, electronically, or by inspection of tangible objects, including but not limited to business plans, pricing, financial data, product designs, roadmaps, software, source code, algorithms, trade secrets, know-how, customer lists, marketing strategies and any other information that a reasonable person should understand to be confidential given the nature of the information and the circumstances of disclosure.

8.2 Obligations of Receiving Party

The Receiving Party shall:

- (a) Maintain the Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.
- (b) Not use the Confidential Information for any purpose other than to exercise its rights or perform its obligations under this EULA.
- (c) Not disclose the Confidential Information to any third party except as expressly permitted herein.

8.3 Permitted Disclosures

The Receiving Party may disclose Confidential Information to its employees, consultants, contractors or affiliates (“Representatives”) who have a strict need to know such Confidential Information for the purpose of fulfilling obligations under this EULA, provided that each such Representative is bound by confidentiality obligations no less restrictive than those set forth herein. The Receiving Party remains liable for any breach of this Section by its Representatives.

8.4 Exclusions from Confidential Information

Confidential Information does not include information that the Receiving Party can demonstrate by written records:

- (a) Is or becomes generally available to the public through no fault of the Receiving Party;
- (b) Was rightfully known to the Receiving Party, without restriction, at the time of disclosure by the Disclosing Party;
- (c) Is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or
- (d) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

8.5 Compelled Disclosure

If the Receiving Party or any of its Representatives is required by applicable law, regulation or court order to disclose Confidential Information, the Receiving Party shall, to the extent legally permissible, (a) provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy, and (b) cooperate with the Disclosing Party in seeking such remedy. If disclosure is ultimately required, the Receiving Party may disclose only that portion of Confidential Information that it is legally required to disclose.

8.6 Return or Destruction

Upon expiration or termination of this EULA, or upon the Disclosing Party's written request, the Receiving Party shall promptly (a) return or destroy all materials embodying the Confidential Information (including all copies), and (b) if requested by the Disclosing Party, certify in writing that it has complied with these obligations.

8.7 Remedies for Breach of Confidentiality

- (a) Equitable Relief. The Disclosing Party shall be entitled to seek immediate injunctive or other equitable relief upon any threatened or actual breach of this Section 8, without the need to post bond or prove irreparable harm.
- (b) Monetary Damages. In addition to equitable relief, the Disclosing Party may pursue monetary damages arising from any breach. Such damages shall not be subject to any cap for breaches involving trade secrets or third-party data, and for all other Confidential Information, shall be capped at an amount equal to six (6) months' License Fees then in effect.
- (c) Cumulative Remedies. The rights and remedies set forth in this Section 8.7 are cumulative and in addition to any other rights or remedies available at law or in equity.

8.8 Survival

The obligations of confidentiality set forth in this Section 8 shall survive the expiration or termination of this EULA for a period of five (5) years, except with respect to trade secrets, which shall be protected for so long as such information remains a trade secret under applicable law.

9. Term & Termination

9.1 Term

This EULA is effective as of the date You first install, access or use the Software ("Effective Date") and shall continue for the duration of the Subscription Term specified in the applicable Order Confirmation, unless earlier terminated as provided herein.

9.2 Renewal

Unless Customer delivers written notice of non-renewal in accordance with Section 5.5 (i.e., no earlier than sixty (60) days and no later than thirty (30) days before expiration), the Subscription Term shall automatically renew on the same terms (including any Fee adjustments properly noticed under Section 5.5) for successive terms equal to the expiring term.

9.3 Termination for Cause

Either party may terminate this EULA for cause by providing written notice to the other party if the other party:

- (a) materially breaches any provision of this EULA and fails to cure such breach within sixty (60) days after receipt of written notice specifying the exact nature of the breach in reasonable detail; provided, however, that if the breaching party provides evidence that it has commenced diligent efforts to cure the breach within such sixty-day period, then it shall have an additional thirty (30) days from the end of the initial cure period to complete such cure.
- (b) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors.

Upon termination for cause by Webtonic, Webtonic shall have no obligation to refund any prepaid license or support fees.

9.4 Termination for Convenience

You may terminate this EULA for convenience at any time by providing thirty (30) days' written notice to Webtonic. In the event of such termination, You shall not be entitled to any refund of prepaid Fees, and all outstanding Fees shall become immediately due and payable.

9.5 Effect of Termination

Upon expiration or termination of this EULA for any reason:

- (a) All rights granted to You hereunder shall immediately terminate;
- (b) You shall cease all use of the Software and Documentation;
- (c) You shall, at Webtonic's option, return or destroy all copies of the Software, Documentation and Confidential Information in Your possession or control and certify such destruction in writing; and
- (d) Sections 5 (Fees, Payment & Renewal), 7 (Proprietary Rights), 8 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (Indemnification), 13 (Export Controls), 14 (Governing Law & Dispute Resolution) and 15 (Miscellaneous), and any other provision which by its nature is intended to survive, shall survive any expiration or termination hereof.

9.6 Suspension

Without limiting its other rights, Webtonic may suspend Your access to the Software upon notice if You materially breach this EULA or if payment of Fees is overdue beyond the cure period specified in Section 5. Suspension shall not relieve You of any payment obligations, and Webtonic shall reinstate access upon cure of the breach or receipt of all outstanding Fees.

10. Warranty Disclaimer

10.1 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WEBTONIC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY.

10.2 No Guarantees

WEBTONIC DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. WEBTONIC FURTHER DISCLAIMS ANY WARRANTY REGARDING THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE, INCLUDING ANY GUARANTEE OF DELIVERABILITY, OPEN RATES, OR BUSINESS OUTCOMES.

10.3 Third-Party Content, No Implied Warranties

The Software may integrate with or otherwise utilize third-party data sources, services, or components (including AI engines, analytics providers, or email infrastructure). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEBTONIC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, ANY UPDATES THERETO, AND ANY THIRD-PARTY CONTENT, SERVICES OR DATA. WEBTONIC MAKES NO WARRANTY, AND ASSUMES NO LIABILITY, FOR ANY THIRD-PARTY SERVICES, CONTENT, OR DATA, INCLUDING THEIR AVAILABILITY, ACCURACY, COMPLETENESS, OR LAWFULNESS. ANY IMPLIED WARRANTY THAT CANNOT BE DISCLAIMED IS HERE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW, AND ANY WARRANTIES PROVIDED BY THIRD PARTIES ARE SOLELY BETWEEN YOU AND SUCH THIRD PARTY.

10.4 Customer Responsibilities

YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR (A) VALIDATING GENERATED CONTENT PRIOR TO DISSEMINATION; (B) MAINTAINING BACK-UPS OF YOUR DATA; (C) ENSURING COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS (INCLUDING DATA PROTECTION AND ANTI-SPAM LAWS); AND (D) IMPLEMENTING REASONABLE SECURITY MEASURES IN YOUR ENVIRONMENT.

10.5 State Law Limitations

Some jurisdictions do not allow the exclusion of certain warranties or limitations on the duration of implied warranties, so some of the above exclusions may not apply to you. In such jurisdictions, the liability of Webtonic will be limited to the greatest extent permitted by law.

11. Limitation of Liability

11.1 Exclusion of Consequential Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS EULA OR THE SOFTWARE, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WEBTONIC'S AGGREGATE LIABILITY UNDER THIS EULA SHALL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE TO WEBTONIC UNDER THIS EULA IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

CARVE-OUTS FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT SHALL BE LIMITED TO DIRECT DAMAGES ONLY AND SHALL EXCLUDE PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES.

11.3 Carve-Outs

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE LIMITATIONS SET FORTH IN THIS SECTION 11 SHALL NOT APPLY TO (A) LICENSEE'S PAYMENT OBLIGATIONS UNDER SECTION 5; (B) LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; (C) BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; OR (D) LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.

11.4 Allocation of Risk

THE PARTIES HAVE AGREED THAT THE ALLOCATION OF RISK IN THIS SECTION IS A MATERIAL INDUCEMENT TO ENTER INTO THIS EULA, AND THE WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS REFLECT THE FAIR AND REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES.

12. Indemnification

12.1 Webtonic Indemnification

Webtonic will, at its expense, defend and indemnify Licensee against any third-party claim, suit or proceeding alleging that the Software or Webtonic's deliverables (including any modifications, bug-fixes or updates made by Webtonic, but excluding any open-source or third-party components incorporated by Licensee) infringe or misappropriate such third party's intellectual property rights, provided that Licensee:

- (a) gives Webtonic prompt written notice of the claim;
- (b) grants Webtonic sole control over the defense and settlement of the claim (provided that Webtonic may not settle any claim unless it unconditionally releases Licensee of all liability); and
- (c) reasonably cooperates in the defense and settlement of the claim.

Webtonic's total aggregate liability under this Section 12.1 shall be the greater of (i) the fees paid by Licensee in the 12 months preceding the claim or (ii) INR 20,00,000; provided that no cap shall apply to claims involving trade secrets or third-party components that Licensee has disclosed to and received written approval from Webtonic prior to incorporation. This indemnity covers the Software and any Webtonic-issued updates or modifications.

In the event of a covered IP-infringement claim, Webtonic may, at its option and sole cost, elect to:

1. Procure for Licensee the right to continue using the Software;
2. Replace or modify the Software so that it becomes non-infringing; or
3. Terminate this EULA and refund to Licensee the prorated portion of any prepaid fees covering the remainder of the term.

12.2 Licensee Indemnification

Licensee shall defend, indemnify and hold harmless Webtonic, its affiliates, officers, directors, employees and agents from and against all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim, suit or proceeding alleging that:

- (a) Licensee's use of the Software in violation of this EULA;
- (b) Licensee's Generated Content or other output produced by the Software; or

- (c) Licensee's misuse of the Software or breach of any representation, warranty or covenant in this EULA;

provided, however, that Licensee's indemnification obligations shall **not** extend to any claim of intellectual property infringement covered by Section 12.1 (including modifications or updates made by Webtonic), so long as Licensee has not further modified or combined the Software without Webtonic's prior written consent.

12.3 Indemnification Procedure

The Indemnified Party (whether under Section 12.1 or 12.2) shall:

- (a) promptly notify the indemnifying party in writing of any Claim for which indemnity is sought (failure to provide prompt notice shall not relieve the indemnifying party of its obligations except to the extent materially prejudiced thereby);
- (b) grant the indemnifying party sole control over the defense and settlement of such Claim (provided that the indemnifying party may not settle any Claim imposing obligations or liabilities on the Indemnified Party without its prior written consent, not to be unreasonably withheld);
- (c) provide the indemnifying party all reasonable cooperation, information and assistance in connection with the defense or settlement of such Claim; and
- (d) allow the indemnifying party to retain counsel of its choice to handle the defense and settlement of the Claim.

12.4 Exclusions

Neither party shall have any indemnification obligations under this Section 12 to the extent a Claim arises from:

- (a) any modification of the Software by any party other than Webtonic;
- (b) use of the Software in combination with software, hardware, data or other materials not provided by Webtonic where such combination is the basis for the Claim; or
- (c) the Indemnified Party's continued use of the Software after receiving notice of a Claim or after a court of competent jurisdiction or authority has prohibited such use.

12.5 Cumulative Remedies

The rights and remedies provided under this Section 12 are cumulative and in addition to any other rights or remedies available at law or in equity. No limitation in this Section 12 shall apply to indemnification obligations for claims of willful misconduct or gross negligence.

13. Export Controls

13.1 Compliance with Laws

Licensee shall comply with all applicable export and import laws and regulations of India, the United States, the European Union and other relevant jurisdictions, including but not limited to the Indian Foreign Trade (Development and Regulation) Act, 1992 and associated Rules, the U.S. Export Administration Regulations (EAR), and any economic sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or similar authorities (collectively, "Export Laws").

13.2 Restrictions on Export

Licensee shall not, directly or indirectly, export, re-export, transfer, or disclose the Software, any underlying technology, or Documentation to any country, entity, or person prohibited under Export Laws, including but not limited to:

- (a) Any destination under a comprehensive embargo;
- (b) Any person or entity listed on a denied-party or restricted-party list (e.g., the Entity List, Denied Persons List, Specially Designated Nationals List);
- (c) Any end user prohibited from receiving the Software under Export Laws.

13.3 End-User and End-Use Restrictions

Licensee represents and warrants that it will not use the Software for any prohibited end-uses, including but not limited to nuclear, chemical or biological weapons development, missile technology, or other military applications not authorized under Export Laws. Licensee shall ensure that all end users adhere to these restrictions.

13.4 Certification and Recordkeeping

Licensee shall maintain accurate records of all exports, re-exports, transfers and disclosures of the Software and shall provide Webtonic, upon request, with certifications or documentation evidencing compliance with this Section, including end-user certificates and details of any applicable export licenses or authorizations.

13.5 Breach and Termination

Any export or transfer of the Software in violation of this Section 13 shall be deemed a material breach of this EULA. Webtonic may, in its sole discretion, suspend or terminate this EULA and Licensee's access to the Software immediately upon becoming aware of any such violation, without prejudice to any other rights or remedies available.

13.6 Licensee Representations

Licensee represents and warrants that it will not export, re-export, or transfer the Software except in full compliance with all applicable export control laws. Licensee shall indemnify Webtonic for any fines or penalties resulting from Licensee's breach of this Section.

14. Governing Law & Dispute Resolution

14.1 Governing Law

This EULA and any dispute arising out of or relating to this EULA, the Software, or any related transaction shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

14.2 Jurisdiction

All disputes shall first be submitted to non-binding mediation in Mumbai, India. If unresolved within 60 days, they shall be finally resolved by binding arbitration under the SIAC rules, with arbitrators seated in Mumbai, India, and governed by Indian law. Judgment upon the award may be entered in any court of competent jurisdiction. Either party may seek injunctive relief before any court of competent jurisdiction to preserve the status quo pending mediation/arbitration.

14.3 Negotiation and Good Faith

Prior to initiating any formal dispute resolution process, the parties agree to attempt in good faith to resolve any dispute through negotiation between senior executives of each party. Such executives shall meet at a mutually agreeable time and location, or by telephone, within thirty (30) days after written notice of the dispute.

14.4 Binding Arbitration

If the parties are unable to resolve the dispute through negotiation within thirty (30) days, any unresolved controversy or claim shall be settled by arbitration administered in Mumbai by a single arbitrator under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English, and the arbitrator's award shall be final and binding on the parties.

14.5 Equitable Relief

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm or to protect its intellectual property and confidential information, without waiving the requirement of prior negotiation.

14.6 Costs and Fees

The prevailing party in any arbitration or litigation shall be entitled to recover its reasonable attorneys' fees, arbitration fees, and other costs incurred in connection with such dispute, in addition to any other relief awarded.

15. Miscellaneous

15.1 Entire Agreement

This EULA, together with any Order Confirmations, Schedules, exhibits and addenda hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, representations and communications, whether oral or written.

15.2 Amendments

No modification, amendment or waiver of any provision of this EULA shall be effective unless in writing and signed by duly authorized representatives of both parties.

15.3 Severability

If any provision of this EULA is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed so as to effectuate the intent of the parties as nearly as possible.

15.4 Waiver

The failure of either party to enforce any right or provision of this EULA shall not constitute a waiver of such right or provision, nor shall it prevent any further exercise of that right or provision or the exercise of any other right or provision.

15.5 Assignment

Neither party may assign or transfer this EULA, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party (such consent not to be unreasonably withheld); provided, however, that Webtonic may assign this EULA in its entirety to an affiliate or in connection with a merger, consolidation or sale of substantially all of its assets without such consent.

15.6 Force Majeure

Neither party shall be liable for any delay or failure to perform under this EULA to the extent such delay or failure is caused by events beyond its reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, civil unrest, government action, labor disputes, or failures of suppliers or third-party service providers.

15.7 Notices

All notices, consents or other communications required or permitted under this EULA shall be in writing and shall be deemed given (a) upon delivery whether by hand, courier or national overnight delivery service, (b) three (3) days after deposit in registered mail, postage prepaid, or (c) the next business day after transmission by email or facsimile, in each case to the addresses set forth in the Order Confirmation or as otherwise notified by the parties.

15.8 Relationship of the Parties

The parties are independent contractors, and nothing in this EULA shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

15.9 Counterparts

This EULA may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15.10 Interpretation

Headings and captions used in this EULA are for convenience only and shall not affect the interpretation of any provision. The words “including” and “include” shall be deemed to be followed by “without limitation.”

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