Last updated: May 25, 2023

End User License Agreement

This Web Service End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Gravity Digital Pte. Ltd. ("**Company**"). This Agreement governs your use of the BlueTally service in the Company website at https://bluetally.com, (including all related documentation, the "**Service**"). The Service is licensed, not sold, to you.

BY SUBSCRIBING TO OUR SERVICE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

1. License Grant

Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and non-transferable license to:

a. use the Service for your personal and commercial use to track assets across your organization (as further described in the Website's Terms and Conditions), which may be used for personal use, and in a commercial capacity solely for the purpose of using the service within your organization and for no other purpose or resale.

b. access, stream, download, and use the Services, strictly in accordance with this Agreement and other documents that bind the parties such as the Privacy Policy and the Website's Terms and Conditions.

2. License Restrictions

You shall not:

a. copy the Service, except as expressly permitted by this license;

b. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Service;

c. without the prior written consent of the Company, (a) resell the Service on its own or as part of another service, (b) use the Service for any illegal purpose, or (c) use the Service in any manner that

could give rise to civil or criminal liability or that would infringe on any third party's intellectual property, privacy, or commercial rights.

d. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Service or any part thereof;

e. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Service, including any copy thereof;

g. rent, lease, lend, sell, sublicense or assign any Service.

Sharing Personal Information

We may share your personal information by disclosing it to a third party for a business purpose. We only make these business purpose disclosures under written contracts that describe the purposes, require the recipient to keep the personal information confidential, and prohibit using the disclosed information for any purpose except performing the contract. In the preceding twelve (12) months, Company has not disclosed personal information for a business purpose to the categories of third parties indicated in the chart below.

We do not sell personal information. In the preceding twelve (12) months, Company has not sold personal information to the categories of third parties indicated in the chart below.

3. Reservation of Rights

You acknowledge and agree that the Service is provided under license, and not sold, to you. You do not acquire any ownership interest in the Service under this Agreement, or any other rights thereto other than to use the Service in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Service, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information

You acknowledge that when you use the Services, the Company may use automatic means (including, for example, cookies and web beacons) to collect information about your device and about your use of the Services. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Service or certain of its features or functionality. All information we collect through or in connection with this Service is subject to our Privacy Policy https://bluetally.com/privacy. By, using, and providing information to or through this Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5. Service and Services

The Services may provide you with access to Company's website located at https://bluetally.com (the "**Website**") and products and services accessible thereon, and certain features, functionality, and Service accessible on or through the Service may be hosted on the Website (collectively, "**Service and Services**").

Your access to and use of such Service and Services are governed by Website's Terms of Use and Privacy Policy located at https://bluetally.com/terms and https://bluetally.com/privacy, which are incorporated herein by this reference. Your access to and use of such Service and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Service's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

6. Intellectual Property

The Service and its original Content (excluding Content provided by users), features and functionality are and will remain the exclusive property of the Company and its licensors. The Services are protected by copyright, trademark, and other laws of the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

All third-party products, company names and logos are trademarks or registered trademarks and remain the property of their respective holders. Use of them does not imply we have any affiliation with them or endorse them. All references by us to third party trademarks are intended to constitute nominative fair use under applicable trademark laws.

7. Service

You may provide input to the Services, such as information related to tangible and intangible assets, as well as information related to the people in charge of those assets, (“Input”), and receive output generated and returned by the Services based on the Input (“Output”), such as dashboards and other user-oriented reports. Input and Output are collectively “Content.”

As between the parties and to the extent permitted by applicable law, you own all Input. Subject to your compliance with these Agreement, the Company hereby assigns to you its right, title and interest in and to Output. This means you can use Service for commercial purposes with the limitations set forth in this Agreement. The Company may use Content to provide and maintain the Services, comply with applicable law, and enforce our policies. You are responsible for the Input and Content, including for ensuring that it does not violate any applicable law or these Terms.

8. Input Upload

You are solely responsible for all images, information, data, text, software, photographs, graphics, messages or other materials (“Input”) that you upload, post, publish or display (hereinafter, “Upload”) or email or otherwise transmit via the Services.

9. Geographic Restrictions

The Service is based in the country of Singapore. You acknowledge that you may not be able to access all or some of the Service and Content in countries in which access thereto may not be legal. If you access the Service and Content, you are responsible for compliance with local laws.

10. Updates

Company may from time to time in its sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

11. Third-Party Materials

The Service may display, include, or make available third-party Content (including data, objects, information, Services, and other products, services, and/or materials) or provide links to third-party websites or services("**Third-Party Materials**"). You acknowledge and agree that the Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof.

The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

12. Term and Termination

a. The term of Agreement commences when you obtain access to the Service and will continue in effect until terminated by you or Company as set forth in the Website´s Terms and Conditions.

b. Upon termination: all rights granted to you under this Agreement will also terminate; and you must cease all use of the Services.

c. Termination will not limit any of Company's rights or remedies at law or in equity.

13. Disclaimer of Warranties

THE SERVICE IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, SERVICES, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE SERVICE AND CONTENT FOR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

15. Indemnification

You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of this Agreement, including but not limited to the Service you submit or make available through this Services.

16. Export Regulation

The Services may be subject to United States, Singapore and European Union export control laws, including the US Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Service to, or make the Service accessible from, any

jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Service available to any person or entity that may be subject to sanctions under United States, Singapore and European Union export control laws.

17. Severability

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect

18. Governing Law

This Agreement is governed by and construed in accordance with the internal laws of the country of Singapore without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Service shall be instituted exclusively in the federal courts of Singapore. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

19. Limitation of Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20. Entire Agreement

This Agreement, the Website's Terms and Conditions and our Privacy Policy constitute the entire agreement between you and Company with respect to the Service and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Service.

21. Waiver

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.