

Company	Unosplice Group
Policy	Terms of Use
Date	February 21, 2024
Version	1.0

TERMS OF USE

1. SCOPE

- 1.1. This website is provided by Unosplice Group, its affiliates, subsidiaries and branch operations, and shall be used for informational purposes only.
- 1.2. These terms and conditions of use ("Terms") govern access by any user ("User", "you", "your") of the website www.unosplice.com, mobile website, and any other platform offered by Unosplice Group ("Unosplice", "we", "us", "our") to provide you with our products and services. These Terms are to be read in conjunction with our privacy statement accessible at <https://unospllice.com/privacynotice>.
- 1.3. The use of any product, service or feature available and accessible at www.unosplice.com by any user shall be governed by the following Terms. These Terms will be deemed to have been accepted by the User on usage of the website. You are requested to read them carefully before you use the services of this site. In the event of you not agreeing to these Terms, you are requested by Unosplice not to use the website or download materials from the website. In the event of a conflict between the Terms and terms of use pertaining to and posted for a specific area of the website (if applicable), the latter shall have precedence with respect to your use of that area of the website.
- 1.4. Any use of this web site provided by Unosplice and/or its affiliates is subject to these Terms. These Terms may at the sole discretion of Unosplice, be amended, modified, or replaced by other terms and conditions, as deemed fit in accordance with the business, practices, policies and offerings of Unosplice from time to time. Subject to applicable law, such changes will be effective immediately upon their being published and your continued access to the website shall indicate your acceptance of the Terms.
- 1.5. It is clarified that these Terms govern your access to our website, and are to be read in conjunction with, and not in derogation of any other agreements that you may have executed with us, and any other terms and policies as may apply to you and be periodically published on the website / our platforms and / or communicated to you by us via e-mail, SMS, dashboard, courier, or by any other lawful method.
- 1.6. Unosplice reserves all rights in relation to the website that are not expressly enumerated in these Terms.

2. ACCEPTANCE

- 2.1. By registering on, accessing, browsing, downloading, or using this website for any general purpose or for the specific purpose of availing any product or service offered by us, you agree to be bound by the terms and conditions set forth below, by the service / product-specific terms and conditions applicable to each such service / product, and the privacy statement of Unosplice. By registering on, accessing, browsing, downloading, or using (as applicable) the website or any service / product, you automatically and immediately agree to all the Terms. If at any time, you do not accept or agree with any of the Terms or do not wish to be bound by the Terms, you may withdraw / not access, browse or use the website / product / service.

3. LIMITED LICENSE

- 3.1. This website contains proprietary notices and copyright information, and these terms shall accordingly be observed and followed. Subject to the terms and conditions set forth in hereunder, Unosplice grants to you a non-exclusive, non-transferable, limited copyright license to access, and display this website and the materials thereon, provided you comply with these Terms, and all copyright, trademark, and other proprietary notices remain intact. You agree not to interrupt or attempt to interrupt the operation of the website in any manner. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from this website. Save and except for the limited permission set out above, Unosplice does not grant to you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You shall not copy or mirror any of the content from this website on any other website or media platforms. Any software and other materials that are made available for downloading, access, or other use from this site with their own license terms will be governed by such terms, conditions, and notices. Your breach of the terms and conditions set out hereunder shall result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession, custody or control.
- 3.2. To the extent Unosplice allows you to engage in a variety of activities, including, inter alia, finding information, purchasing and/or researching software and services, obtaining support services, information sharing with third parties, posting comments / blogs / reviews, voting on prospective features, and engaging in conversations and activities related to the

products and services offered by Unosplice, such content provided by you shall be referred to as "User Content". Unosplice explicitly disclaims any assertion of ownership over User Content that you publish, upload, input, or submit to any of its websites. Through the act of posting, transmitting, or uploading User Content, encompassing but not limited to articles, information, data, code, text, software, documentation, graphics, images, marketing materials, videos, photographs, messages, suggestions, feedback, ideas, or postings on any forums, wikis, or blogs on the website, you hereby confer upon us an enduring, non-revocable (subject to mandatory data protection requirements), non-exclusive, global, fully-paid up, and royalty-free license to utilize said User Content without any restrictions or obligations. This license encompasses, but is not limited to, the irreversible (subject to mandatory data protection requirements) rights to reproduce, create derivative works, amalgamate with other works, modify, translate, distribute copies, display, perform, license, and provide the User Content to third parties; to create, have created, offer for sale, sell, lease, or otherwise distribute any User Content or product; and to implement any method embodying such User Content (including the right to sublicense any of the aforementioned rights).

- 3.3. You assert and guarantee to Unosplice that you possess the right, title, and/or authority to confer such a license upon Unosplice. Unosplice reserves the discretion to refrain from posting or publishing the User Content you submit. In the event Unosplice opts to post or publish your User Content, it retains the sole prerogative to retract the posted or published User Content at its discretion, without prior notice, even if Unosplice has previously indicated the intent or possibility of posting the User Content you submitted.
- 3.4. You acknowledge and consent that the association between you and Unosplice does not constitute a confidential, fiduciary, or any other special relationship. Subject to applicable laws and the privacy statement of Unosplice, Unosplice retains the right, though not the obligation, to utilize your name, likeness, biography, and other information you provided in connection with any use of the User Content you submit. Unosplice may continue to employ this information even after the termination of your account or your access to the websites, for the purpose of identifying the source of previously submitted User Content. Nothing in these Terms shall impede or limit Unosplice's right to create or acquire User Content or submissions analogous to or competitive with the User Content you have submitted.

4. REGISTRATION

- 4.1. Some sections / pages of our website may require that you register for use of our products / services or enter into a free trial for use of our products / services. Note that you are required to register on for obtaining access to the said sections of our website and agree that your use of those sections of the website will also be strictly in accordance with these Terms (unless expressly waived by us or contrary terms agreed with the user). Note that these sections may thus be password protected. In the interest of safety and security of the business transactions and our proprietary data, only registered users are permitted access to the said sections. You understand and acknowledge that Unosplice reserves the right to deny registration to any user. Unosplice is entitled, at any time and without obligation to give reasons, to deny the user the right to access the password-protected area by blocking its User Data (as defined below), in particular if the User: (i) uses false / fraudulent / misleading data for the purpose of registration; (ii) violates these Terms or neglects its duty of care with regard to User Data; (iii) violates any applicable laws in the access to or use of the Siemens Web Site; or (iv) does not use the website / registered account for a prolonged period of time and is inactive. For the purpose of registration, the user shall give accurate information and, if such information changes over time, the user shall also update such information without undue delay. The User shall ensure that its e-mail address and contact information, as supplied to Unosplice, is current at all times and an address at which the user can be contacted.
- 4.2. Upon registration the user will be provided with an access code. On first access the user shall promptly change the password received from us into a password known only to the User. The user data thus supplied enables a user to view or change its data or, as applicable, to withdraw its consent to data processing.
- 4.3. You must ensure that your data remains inaccessible to third parties and you expressly take responsibility for all transactions and activities conducted using your user data. After each online session, you are required to log off from password-protected websites. If you become aware of any unauthorized use of your user data by third parties or otherwise come across any unauthorized access / interference or otherwise, you shall promptly inform Unosplice in writing or via email.
- 4.4. You may, subject to the terms and conditions of your contractual arrangement with Unosplice, request termination of your registration in writing. The deletion of your account shall not violate the proper performance of your obligations under any contractual relationship with us. In the event of termination, we will remove all user data and other stored personally identifiable data of the user.

5. PERMITTED USES

- 5.1. You shall not copy, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, rent, lease, or sell the Unosplice websites, any Unosplice materials, or User Content. However, you are permitted to download, store, and display Unosplice materials and User Content on your computer or other electronic device, solely for the purpose of viewing, listening to, playing, and printing; provided that: (a) the Unosplice materials and User Content are

used solely for informational, non-commercial purposes and are not copied or posted on any computer network, or otherwise published, broadcasted, or distributed in any manner or media; and (b) the Unosplice materials and User content are not modified or altered in any way, including any copyright notices.

- 5.2. You are prohibited from using the Unosplice website in any manner that could cause damage, disable, overburden, or impair any Unosplice server, or the network(s) connected to any Unosplice server, or interfere with any other party's use and enjoyment of any Unosplice website. Unauthorized attempts to access any Unosplice website, other accounts, computer systems, or networks connected to any Unosplice server, through hacking, password mining, or any other means, are strictly forbidden. You may not acquire or attempt to obtain any materials or information through any means not intentionally made available through the Unosplice website. You shall not attempt to gain unauthorized access to any section of the website, other accounts, computer systems or networks connected to any Unosplice server or to any of the services associated with the website, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the website.
- 5.3. You agree not to use an Unosplice website to:
 - 5.3.1. Publish, upload, post, email, transmit, or otherwise make available any User Content that (a) you do not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically, or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage, or limit the functionality of any computer hardware, software, or other property;
 - 5.3.2. Defame, harass, abuse, stalk, threaten, or violate the legal rights of others, such as rights of privacy and publicity or business integrity;
 - 5.3.3. Impersonate any person or entity, including, but not limited to, an Unosplice official, Unosplice employee, or any other third party, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - 5.3.4. Forge email headers or otherwise manipulate identifiers to disguise the origin of any User Content transmitted through the Unosplice website;
 - 5.3.5. Download any file or User Content posted by another user that you know, or reasonably should know, should not be legally reproduced, displayed, performed, and/or distributed in such a manner;
 - 5.3.6. Interfere with or disrupt the servers, or networks supporting the Unosplice Websites, or disobey any requirements, procedures, policies, or regulations of networks connected to the Unosplice website;
 - 5.3.7. Violate any applicable local, state, national, or international law and any regulations;
 - 5.3.8. Harvest, collect, or store personal information or data of other users; and
 - 5.3.9. Use any automated data gathering or extraction methods designed to scrape or extract data from Unosplice websites, including for text and data mining purposes.

6. THIRD PARTY SOFTWARE

- 6.1. The website / platform may provide links to or use services of third party websites and / or software / software service providers. You agree that Unosplice is not responsible for the availability or functionality of, and content provided on any such third party websites and / or software / software service providers. You are requested to peruse the policies posted by other web sites regarding privacy and other topics pertaining to their respective platforms before use. Any personal data processing by such third parties shall be governed by their respective privacy policies.
- 6.2. Unosplice is not responsible for third party content accessible through the Unosplice website, including opinions, advice, statements and advertisements, and you shall bear all risks associated with the use of such content including any intellectual property infringement claim by third parties. Unosplice is not responsible for any loss or damage of any sort that a user may incur from dealing with any third party or third party content.
- 6.3. Your access and use of any software or related documentation, including developer tools and sample code, and any application program interface information provided by us is governed by a software license agreement and related documents and terms that accompany such software. You agree not to modify, decompile, or reverse engineer any software, except to the extent expressly permitted by applicable law or the license agreement.
- 6.4. You understand and acknowledge that all software provided by us to you as a product or service (including through a free trial) is the copyrighted work of Unosplice. Any unauthorized copying, distribution, modification, public display, or public performance of copyrighted works, including our software, is an infringement of our rights.

7. CONFIDENTIALITY

- 7.1. You agree not to provide us or other users of our website / platform with any confidential or proprietary information that you or the owner of the information that you may possess do not intend to become public information. Except as agreed otherwise and subject to applicable law, any User Content that you send or upload to our website will be deemed NOT to be

confidential or proprietary, and you expressly agree that you waive any trade secret or other confidentiality rights with respect to such User Content.

- 7.2. You agree not to reproduce any Confidential Information to which you are provided access through our website / platform in any form except as authorized at the time of disclosure. Any reproduction of Confidential Information shall strictly remain our property or the third party that has prepared such information and shall contain any and all confidential or proprietary notices or legends which appear on the original. You agree to (a) take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) to use Confidential Information solely as authorized at the time of disclosure and (c) not to disclose any Confidential Information to any party without our prior written consent or the third party that has prepared such information. You do not acquire any rights in Confidential Information except the limited rights as described herein. In no event shall you use Confidential Information to create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works based on our proprietary software or our websites, or compete with our software or website in whole or in part. As used herein, "Confidential Information" shall mean all trade secrets, intellectual property rights, and other information we or third parties protect against unrestricted disclosure to others which is either labeled 'Confidential' or reasonably identifiable as confidential based on the type of information and the manner of its disclosure. As used herein 'reasonable steps' shall mean the steps that you and/or your company may take to protect your own Confidential Information, which shall not be less than the industry standard of care.

8. INTELLECTUAL PROPERTY

- 8.1. For the purpose of these Terms and as used herein, 'Intellectual Property Rights' means patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade secret or confidentiality rights, and any other intangible property rights including applications for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 8.2. All Intellectual Proprietary Rights to our software, websites, materials, are and shall remain proprietary to us and belong to us. Nothing in these Terms shall be deemed to give you the right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative words from, transfer, or sell our software, websites, and materials, or any User Content for any reason, unless otherwise expressly permitted by the Terms or by applicable law. You hereby agree to assign and do assign to Unosplice any modifications or derivative works of any software, website, and materials made by you in contravention of this limitation without remuneration of any kind.

9. NO WARRANTIES

- 9.1. All information and material in this site are provided on an "as is" and "as available" basis, and are without guarantees, representations or warranties of any kind, expressed or implied, including without limitation those of merchantability and fitness for a particular purpose with respect to any material, information, data or statement on the site. Furthermore, any ideas and / or information provided or gained from this site would not necessarily reflect the views of Unosplice or its affiliates or subsidiaries or its directors, officers or employees.
- 9.2. Unosplice does not, to the fullest extent permitted under applicable laws, guarantee or warrant any features or qualities of its website or content, or give any undertaking with regard to any other quality. Statements and explanations on the websites and content in promotional material or on our website and/or documentation are made for explanatory purposes only; and they are not meant to constitute any guarantee or warranty of certain features. Warranties are validly given only with the express written confirmation of SAPs management.

10. INDEMNITY

- 10.1. By agreeing to these Terms and the corresponding policies, you hereby agree to indemnify and hold harmless Unosplice, its subsidiaries and affiliates from any claim, cost, expense, judgment or other loss relating to your use, or misuse of the content and products / services provided through this website in any manner, including without limitation of the foregoing, any action you take which is in violation of the terms and conditions set out under these Terms and against any applicable law. This provision shall survive any termination of the user's access at any point in time.

11. LIMITATION OF LIABILITY

- 11.1. To the fullest extent permitted by applicable law, in no event will Unosplice be liable to any party for any direct, indirect, incidental, special, exemplary, or consequential damages of any type whatsoever related to or arising from this website, any use of this website, any site or resource linked to, referenced, or accessed through this website, or in the products / services (unless expressly provided). And any claim attributable to errors, omissions or other inaccuracies in the product or interpretations thereof or for the use or downloading of, or access to, any materials, information, products, or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if Unosplice expressly advised of the possibility of such damages.
- 11.2. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort, or any otherwise.

12. EXPORT CONTROL

- 12.1. It is the responsibility of the user to comply with the applicable laws pertaining to the region which they belong to. In the event that a user transfers information, software and documentation provided by us to a third party, the user shall comply with all applicable national and international export control regulations including, without limitation, the export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America. Provided further that our website may not be accessed or used by any national or certain countries or groups against which the United States of America, European Union or United Nations have instituted sanctions or embargos (including Iran, Cuba, North Korea, Syria, Sudan or such other regions / countries which may be designated as such from time to time). This also applies to proscribed persons who are listed on any 'denied parties' list. Note that restrictions apply to any end user who will utilize contents provided on our website, platform or systems in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or any end user who has been prohibited from participating in the United States of America, European Union (including any other jurisdictions subject to restrictions of a like nature) or other export transactions by any agency in those countries. You agree that you will not use any product / service for any unlawful business / purpose barred under applicable exchange control regulations or any other domestic or international regulations.
- 12.2. You acknowledge and agree that your access of our website, products / services and functionalities, including your registration on our website / platform via registration of any authorized user ID and password, constitutes your express representation that (i) the person attempting access thereunder is not a national of any such sanctioned country as contemplated above; (ii) has not been prohibited from participating in export transactions under applicable laws / jurisdictions; and (iii) you have not disclosed or provided such password and user ID to any such person for use under your registration. Users shall be fully liable and subject to prosecution to the full extent of the law for any violations of this section.
- 12.3. Unosplice reserves the right to suspend or terminate access to the website / product / services and any related services in the event of any violation of this clause.
- 12.4. Before any such transfer to a third party occurs, the User must ensure, through appropriate measures, the following:
 - 12.4.1. There will be no violation of any embargo imposed by the European Union, the United States of America, and/or the United Nations through such transfer or provision of other economic resources in connection with information, software, and documentation provided by Unosplice, taking into account domestic business limitations and prohibitions against circumventing such embargoes;
 - 12.4.2. The information, software, and documentation provided by Unosplice are not intended for use in connection with armaments, nuclear technology, or weapons, if such use is subject to prohibition or authorization, unless the required authorization is obtained; and
 - 12.4.3. Compliance with the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America regarding trading with entities, individuals, and organizations listed therein is ensured.
- 12.5. The User shall indemnify and hold harmless Unosplice from and against any direct or indirect claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by the user, and the user agrees to compensate us for all losses and expenses resulting thereof.
- 12.6. You agree to promptly provide all necessary information and extend cooperation to Unosplice in the event Unosplice is required or required to aid authorities to conduct export control checks. Note that our obligation to fulfill an agreement is at all times, subject our not being prevented by any impediments arising out of national / international foreign trade or foreign trade policies, sanctions, customs requirements and/or any embargos.

13. DISCLAIMER

- 13.1. To the fullest extent possible under applicable laws, it is your obligation to verify and maintain compliance comply with all applicable laws and regulations of the country from which you are accessing our website or using our product / services on our platforms. Unosplice shall not be liable for your breach of any territorial laws applicable to you.

14. WAIVER AND SEVERABILITY

- 14.1. Failure by Unosplice, if any, to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. To the extent that any provision in these Terms is found to be invalid or unenforceable, such provision shall be modified in such a manner so as to make these Terms as modified, legal and enforceable under applicable laws.

15. ENTIRE AGREEMENT

- 15.1. These Terms represent the entire arrangement between Unosplice and you in respect of its subject matter and supersedes all prior agreements, understandings or arrangements (both oral and written).

16. APPLICABLE LAW

16.1. The disputes which arise under or out of these Terms shall be subject to the laws and jurisdiction as specified in the table below. However, Unosplice may bring action in the jurisdiction where the products or services are used.

Location of the Customer	Applicable Law	Dispute Resolution Mechanism
India	Laws of India	To finally be resolved by binding arbitration in accordance with the Rules of the Arbitration of the International Chamber of Commerce ("ICC Rules"). The seat of arbitration shall be India.
Any country in North or South America	The laws of the state of Delaware, United States	Courts of the state of Delaware, USA. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the State of Delaware for any such disputes.
A country in Asia or Australia, excluding Japan and India	The laws of Singapore	To finally be resolved by binding arbitration in accordance with the Rules of the Arbitration of the International Chamber of Commerce ("ICC Rules"). The seat of arbitration shall be Singapore
Japan	The laws of Japan	To finally be resolved by binding arbitration in accordance with the Rules of the Arbitration of the International Chamber of Commerce ("ICC Rules"). The seat of arbitration shall be Japan.
A country which is not covered by any of the above		To finally be resolved by binding arbitration in accordance with the Rules of the Arbitration of the International Chamber of Commerce ("ICC Rules"). The seat of arbitration shall be Switzerland

17. CONTACT US

17.1. To find more information about products / services of Unosplice, or for any assistance for accessing the website, you may reach out to us at contactus@unosplice.com.

This document is an electronic record generated by a computer system and does not require any physical or digital signatures. This is a legal agreement between you and Unosplice Group, and it governs your access to and use of the company's website and platform.