

BI Helper End User License Agreement

Effective: August 1, 2022

1. INTRODUCTION

This document is an End User License Agreement (“EULA”) between you (“You”, “your”) and Vega Business Solutions (“Vega”, “us”, “our”) and it governs your use of all versions of BI Helper (collectively “Product”). If You are agreeing to this EULA not as an individual but on behalf of your employer/company, then a reference to ‘You’ means your employer/company, and You are hereby binding your employer/company to this EULA.

2. ACCEPTING THE EULA

By accessing or using the Product on any computer system, You agree to be bound by this EULA. Vega reserves the right to modify the terms of this EULA at its discretion. If Vega makes any material changes to the EULA terms, it may notify You by email or by posting a notice on its website <https://bihelper.tech> (“Website”).

3. LICENSE GRANT

Subject to the terms and conditions of this EULA and your paying the applicable fees, Vega grants You a revocable, non-exclusive, non-transferable, non-sublicensable license to Use* the Product in executable code form for the Term of this EULA. Except for the limited license set out in this EULA, Vega grants You no other license or right in the Product. Your license will end when this EULA is terminated even if there are terms to the contrary set out elsewhere in this EULA or in other documentation between Vega and You (“Term”).

*Use, Using or Used means to activate the processing capabilities of the Product directly or indirectly, load, execute, access, utilize, store, employ the Product, or display information resulting from such capabilities including uploading or generating any Content** by utilizing its capabilities. User means anyone Using the Product.

**Content means any data, code, content, images or other materials of any type that You upload, process, submit or otherwise transmit through the Product including but not limited to email IDs and login credentials pertaining to the Accounts (defined hereafter) and the reports uploaded/provided by You in order to generate a Customized Report (defined hereafter).

4. PROPRIETARY RIGHTS AND NON-EXCLUSIVITY

You acknowledge and agree that Vega owns all legal rights, titles and interests in the Product including but not limited to any ideas, concepts, inventions, systems, platforms, interfaces, tools, utilities, user interface, algorithms, logic, formulae, scripts, workflows, processes, software, methodologies, databases, know-how, trade secrets and other technology and information including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist.

This EULA is a non-exclusive arrangement. There is no restriction on Vega providing same or similar rights as set out in this EULA to any other person or body corporate.

5. USER ACCOUNT AND PRODUCT USAGE

The Product allows You to create one or more user accounts (“Account”). You agree to keep your Account information accurate, complete and current at all times.

You agree to keep your Account access credentials safe and secure. You are responsible for all actions taken through your Account. You are required to promptly inform Vega and modify your account login credentials or those of a permitted user if such login credentials are compromised, misused or likely to be misused by a third party to improperly access the Product through your Account.

You agree to configure the reports to be automated and distributed on the application screens provided for the purpose in the Product (each a “Customized Report”). The parameters for this include report name and location, reporting period and dispatch frequency, and recipient email IDs mapped to individual Customized Reports.

6. OWNERSHIP AND SHARING OF CONTENT

You own all of the rights and title of the Content that You upload to or generate by using the Product including the Customized Reports. Therefore, You are solely responsible for any Content uploaded into or generated by Using the Product through your Account. Your Content must not violate any applicable law or any right (including intellectual property right) of any person.

Subject to Clause 13 (Termination and Take-Down), the Product provides You the ability to store all or part of your Content on the cloud storage procured from a third-party service provider for a period of one week from the date the Content is created. This storage functionality is provided to You on an “as-is where-is basis” and Vega does not take any responsibility for the security of such Content. If You use the storage functionality to store your Content, You will be deemed to have accepted all the conditions in this EULA relating to such functionality.

Your Use of the Product does not require any personally identifiable information to be uploaded into or included in the Product except to the extent set forth in this paragraph. In the event any personally identifiable information is uploaded by You into the Product, You warrant that you shall have the right to do so and that you shall procure all the requisite consents from such data subjects whom the personally identifiable information relates to, prior to uploading such Content. You hereby permit Vega to collect, use, store and process Content (a) to ensure that You have proper access to the Product; (b) to share the Customized Report with the intended recipients; (c) to resolve any issues You may encounter while Using the Product; (d) to enable your Use of the Product; (e) to render any service to You through your Use of the Product; (f) to improve the product as mentioned in this Section; (g) in any manner as permitted by You. This information may be considered personal information or personally identifiable information under the laws of the jurisdiction from which You access and Use the Product. Vega shall collect, use, store and process this information only for the purposes listed out above or to contact You with information about Vega and its offerings. Upon termination of this EULA, any information provided by You for creation of your Account or in the creation and dispatch of Customized Reports will be deleted by us from our records within 15 days following such termination.

Vega maintains a record of usage of the Product by users to collect, store, analyze and use any data relating to their Use of the Product. Vega retains all legal rights, title, and interest in any such record, report or analysis generated by Vega under Section 6 of this EULA. Vega will use the aggregated data relating to Use of the Product for a) invoicing the users b) improving the efficiency and usage of the Product. Vega will not access your Content as part of its monitoring of the Use of the Product.

7. FEES AND TAXES

Your Use of the Product is subject to Your paying Vega the applicable license fees based on the licensing tier of your subscription. There are three license tiers in the Product – **Standard**, **Premium** and **Enterprise**. The Product features and fees applicable to the **Standard**, **Premium** and **Enterprise** license tiers are set out in **Table 1** below.

Enterprise license has additional custom features listed in **Table 2** below.

License fees are payable monthly in line with the invoices emailed to your designated email accounts. Other fees for custom functionality or additional services contracted and delivered to You by Vega are payable as detailed in the applicable Scope of Work.

Table 1: Standard, Premium and Enterprise Licenses – Features and Monthly Pricing

Feature	Standard License	Premium License	Enterprise License
Base monthly report volume	300 PDF / PPTX	500 PDF / PPTX	1,500 PDF / PPTX
PDF / PPTX access	Email delivery	SFTP server + email delivery	
Concurrent (parallel) job runs	3	25	50
Phone / email support *	2 hours per year	4 hours per year	10 hours per year
Auto-refresh slicer and filter values	-	API calls to fetch updated slicer and filter values at run-time	API calls to fetch updated slicer and filter values at run-time
Access to BI Helper APIs	-	Customized email body, user triggered and on-demand job execution	Customized email body, user triggered and on-demand job execution
Excel export of tables and matrixes	-	Apply slicers, select visuals for export	Apply slicers, select visuals for export
User data retention - PDF/PPTX	Files deleted after email sent	5 days on BI Helper storage	5 days on BI Helper storage
Pricing			

Base report volume	USD 50 / month	USD 100 / month	Starts at USD 350 / month
Additional reports	12 cents each	20 cents each	20 cents each

* Additional support is chargeable at up to USD 150 / hour based on nature of support.

Table 2: Enterprise License – Custom Features

User accounts	<ul style="list-style-type: none"> ○ Unlimited user accounts
Information security	<ul style="list-style-type: none"> ○ Data sovereignty – user defined ○ Data encryption – AWS managed key / customer managed key ○ Email encryption – enforced TLS
Audit and compliance	<ul style="list-style-type: none"> ○ Six monthly application and infrastructure audit reports ○ User defined data retention for PDF / PPTX

All fees are denominated in United States Dollars. In making payment, You acknowledge and agree that You are not relying on being able to Use the Product beyond the Term of this EULA or on any future product enhancements or upgrades. If You purchased your license through a reseller, You owe payment to the reseller as agreed between You and the reseller, but You acknowledge that we may terminate your right to Use the Product if we do not receive our corresponding payment from the reseller.

Cancellation and refunds: To cancel Your license at any time, You are required to provide 14 (fourteen) days’ notice to Vega by sending an email with the subject line “EULA Termination” to kiran@vegasolutions.in. You will be invoiced for Your Usage of the Product through the end of the running calendar month at the end of Your 14 days’ notice (Cancellation Date). You will be refunded any license fees that You have paid to cover any duration beyond Your Cancellation Date, after deducting any charges for usage in excess of the base monthly volumes applicable to Your license.

Our fees are exclusive of all taxes payable in respect of the Product or its Use in the jurisdiction in which the payment is either made or received. To the extent that any taxes or levy is payable by Vega, You must pay Vega the amount of such taxes or levies in addition to any fees owed by You under this EULA. If You are exempt from the payment of such taxes or levies and You provide such information to Vega, Vega will take reasonable efforts to provide You with invoicing documents to enable You to obtain a refund or credit for the amount of taxes so paid from the relevant authority, if such a refund or credit is applicable.

8. RESTRICTIONS

Vega has only licensed the Product to You on the terms and conditions set forth in this EULA. You hereby agree and acknowledge that by way of this EULA, Vega does not sell the Product to You. Vega reserves all rights in and to the Product that it does not expressly grant You in this EULA. You agree not to:

- (i) Use the Product for any illegal purpose or in a manner that it violates any law or right of any other person;
- (ii) Disassemble, decompile, unlock, reverse engineer, or decode the Product in any manner or create any derivative works based on the Product;
- (iii) Resell, grant any rights under this EULA to any third party or lease, time-share, lend or rent the Product;
- (iv) Copy any features, functions or user interfaces of the Product;
- (v) Introduce any malicious code, virus, malware, or any other material that disrupts, slows down or causes the Product to malfunction;
- (vi) Upload or generate any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another’s privacy, hateful, racially or ethnically offensive, or otherwise objectionable.

9. ADDITIONAL FEATURES

Vega shall from time-to-time release additional features of the Product. Use of these features may be subject to payment of fees and other terms as prescribed by Vega. To use such additional features in the Product, You are required to abide by such additional terms and pay fees as applicable.

10. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND THAT THE PRODUCT IS PROVIDED “AS IS” AND “AS AVAILABLE”. EXCEPT AS PROVIDED IN THIS EULA, VEGA DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FUNCTIONALITY, MERCHANTABILITY OR FITNESS FOR PURPOSE.

VEGA UNDERTAKES NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS THAT YOU OR ANY OTHER PERSON MAY SUFFER DUE TO ANY CONTENT UPLOADED OR GENERATED BY YOUR USE OF THE PRODUCT. VEGA HAS NO CONTROL OVER ANY THIRD PARTY'S USAGE OF ANY CONTENT SHARED BY YOU ON THE PRODUCT.

VEGA SHALL NOT BE LIABLE FOR INTERRUPTIONS, SERVICE FAILURES, SECURITY FAILURES, VIRUS ATTACKS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE VEGA'S REASONABLE CONTROL.

11. INDEMNITY AND LIABILITY

Vega will defend You from any claim made by a third party that your Use of the Product infringes a United States or European Union patent or a registered copyright (a "Claim"), and we will indemnify You and hold You harmless against any damages and costs finally awarded by a court of competent jurisdiction or settlement agreed by Vega (including reasonable attorneys' fees) arising out of a Claim, provided that we have received from You: (a) prompt written notice of the claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defense and investigation of the claim, including providing us a copy of the claim and all relevant evidence in your possession, custody or control; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the Claim. If your use of a Product is (or in our opinion is likely to be) enjoined, if required by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our option and in our discretion: (i) procure a license for your continued Use of the Product in accordance with this EULA; (ii) substitute a substantially functionally similar Product; or (iii) terminate your right to continue using the Product and refund the license fees paid by You, prorated using a straight line depreciation formula to reflect your Use of the Product from the license purchase date. Vega's indemnification obligations above do not apply: (1) if the Product is modified by any party other than Vega, but solely to the extent the alleged infringement is caused by such modification; (2) if the Product is used in combination with any product, software or equipment not belonging to Vega, but solely to the extent the alleged infringement is caused by such combination; (3) to unauthorized use of Products; (4) to any Claim arising as a result of your Content; or (5) if You settle or make any admissions with respect to a Claim without Vega's prior written consent.

THIS SECTION 11 FIRST PARAGRAPH (IP INDEMNIFICATION BY VEGA) STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY PRODUCT OR OTHER ITEMS PROVIDED BY VEGA UNDER THIS EULA.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT VEGA, ITS REPRESENTATIVES, AND LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY LOSS OF DATA, LOSS OF USE, FAILURE OF SECURITY MECHANISMS, BUSINESS INTERRUPTION, LOSS OF INCOME OR PROFIT OR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY LOSS OR DAMAGES THAT MAY BE INCURRED BY YOU BY USE OF THE PRODUCT, WHETHER OR NOT VEGA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. NEITHER PARTY'S LIABILITY TO THE OTHER SHALL EXCEED THE FEES PAID BY YOU TO VEGA IN THE 12 (TWELVE) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

12. CONFIDENTIALITY

Both parties will, during the course this EULA, exchange and/or provide the other party with access to their Confidential Information*, disclosed to the receiving party orally, visually, in writing or in any other form. The receiving party shall not disclose Confidential Information to any other person, firm, corporation, association or entity, for any purpose whatsoever without the prior written consent of the disclosing party. The receiving party shall take all reasonable security precautions, including precautions at least as great as it takes to protect its own confidential information, to protect the secrecy of the Confidential Information and shall disclose it only to its employees or consultants on a need-to-know basis. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore, the disclosing party shall be entitled to appropriate equitable relief in addition to its other remedies under law for any unauthorized disclosure of Confidential Information by the receiving party.

*Confidential Information includes but is not limited to the business plans, business forecasts, financial information, customer lists, development, design details, specifications, patents, copyrights, trade secrets, proprietary information, methodologies, techniques, sketches, drawings, models, inventions, know-how, processes, algorithms, software programs, software source documents, documentation and third-party materials.

13. TERMINATION AND TAKE-DOWN

Vega will not terminate the EULA except as set out in this section. Should You wish to terminate the EULA, You are required to provide 14 (fourteen) days' notice to Vega by sending an email with the subject line "EULA Termination" to kiran@vegasolutions.in.

Vega has the right to terminate the EULA, if (i) You have breached any term in the EULA; or (ii) it is required to do so under law; or (iii) Vega decides to discontinue the Product.

After termination of the EULA, you will have 7 (seven) days to download all your Content that is available on the cloud storage, subject to the applicable law. Upon expiry of the said 7 (seven) day period, Vega will not be responsible to retain the Content or liable for the deletion or removal thereof.

14. PUBLICITY RIGHTS

We may identify You as a Vega customer in our promotional materials. You may request that we stop doing so by sending an email to kiran@vegasolutions.in at any time. Please note that it may take us up to 14 (fourteen) days to process your request.

15. GENERAL TERMS

This EULA constitutes the whole legal agreement between You and Vega and governs your Use of the Product, and completely replaces any prior agreements between You and Vega in relation to the Product.

You agree that if Vega does not exercise or enforce any legal right or remedy which is contained in this EULA (or which Vega has the benefit of under applicable law), this will not be taken to be a formal waiver of Vega's rights and that those rights or remedies will still be available to Vega.

If any court of law having jurisdiction to decide on this matter rules that any provision of this EULA is invalid, then that provision shall be deemed removed from this EULA without affecting the rest of this EULA. The remaining provisions of this EULA will continue to be valid and enforceable.

The rights granted in this EULA may not be assigned or transferred by You without the prior written approval of Vega. You are not permitted to delegate your responsibilities or obligations under this EULA without the prior written approval of Vega. Vega is entitled to assign, transfer or delegate any right, responsibility, duty or obligation under this EULA.

This EULA applies whether You purchase the Product license from Vega or through a reseller. Resellers are not authorized to make any promises or commitments on Vega's behalf, and our obligations to You are bound by those specified in this EULA.

This EULA shall be governed by the laws of India without regard to any conflict of law provisions. You and Vega agree to submit to the exclusive jurisdiction of the courts in Bangalore, India to resolve any dispute arising out of this EULA.

The obligations in Sections 4, 8, 10, 11, 12, 13 and 15 will survive any expiration or termination of this EULA.