

SOFTWARE SUBSCRIPTION AND LICENSE AGREEMENT

This Software Subscription and License Agreement (the “Agreement”) signed on 6th September 2021 (the “Effective Date”) between **HFN Inc.**, a Delaware corporation and having its principle office at 514 East Timpanogos Circle, Suite 2100, Orem, Utah – 84097. (“hereafter referred to as HFN”) and **Cognizant Technology Solutions, US Corporation**, a company incorporated as per the laws of United States and having its office at 300 Frank W. Burr Blvd. Suite 36, 6th Floor, Teaneck, NJ 07666, USA (“hereafter referred to as “Client” or Cognizant” or “CTS”). HFN and Client referred to individually as “Party” and collectively as “Parties”.

1 INTRODUCTION

1.1 Client wishes to subscribe for the use of one or more of HFN's Program Material listed under <https://nanoheal.com/Nanoheal-Product-and-Services-offerings.pdf> from HFN's product suite hosted on HFN's Platform as specified in the Order or Orders and HFN wishes to appoint CTS as an authorized reseller and Managed Services Provider of the HFN Program Material to the End User. The purpose of such subscription is to be able to offer HFN Program Material as a service/subscription of license, either standalone or bundled/or combined as a part of larger product suite to End User.

1.2 Therefore, this Agreement sets out the mutual terms and conditions upon which HFN accordingly sells the subscription to Client including any necessary license grants to Client for enabling proper use of the HFN Program Materials in terms with the Agreement.

2 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

2.1 “**Affiliate**” means a business entity now or hereafter controlled by, controlling or under common control with Client.

2.2 “**Agreement**” shall mean, collectively, this Software Subscription and License Agreement, Order or Order Form including any and all exhibits, annexes and schedules attached hereto.

2.3 “**Data**” means all data provided to HFN by Client or End Users and all data captured, received or stored by the HFN Programs or Platform including event data, event logs and Event Logs Databases. The Data Privacy terms are detailed under Annex D

2.4 “**Effective Date**” means, last date of signing this Agreement by either party and with respect to a specific Order, the date on which the HFN Program Materials are delivered to Client, or made available to Client for electronic download

2.5 “**Equipment**” or “**Devices**” or “**Managed Devices**” means the Client or End User computer system or devices on which the HFN Software are installed in accordance with the Program Documentation.

2.6 “**End User**” means the customers of Client or users of Client to whom Managed Services are provided via the Platform and the HFN Programs through software applications installed on such customer's or user's devices for their internal business purpose or HFN Programs are resold to such customers by Client.

2.6 A “**End User License Agreement**” or “**EULA**” means End User license agreement that End User executes or agrees to (as applicable) for the use and license of the licensed Software or HFN Program pursuant to this Agreement.

2.7 “**HFN Programs**” - means Nanoheal Software specified in the Order, including all Updates and Upgrades delivered during the term of the Subscription and as hosted on the Platform and enabling Software of HFN provided to Client for download onto Client or End User devices, servers or systems.

2.8 “**HFN Program Materials**” means the Nanoheal Software, HFN Programs updates, upgrades, Product Description, and the Program Documentation downloadable from the link provided by HFN on docs.nanoheal.com

- 2.8 **"Margins"** means the Cognizant's price mark-up on the licensed Software cost while reselling under this Agreement.
- 2.8 B. **"HFN Program Materials Fee"** onprem / Cloud license fee and subscription fee.
- 2.9 **"Object Code"** means machine-readable computer instructions that can be executed by a computer.
- 2.10 **"Order" or "Order Form" "Purchase Order"** means the order issued by Client specifying those HFN Programs which are subscribed for pursuant to the terms of this Agreement and, any support and training services ordered.
- 2.11 **"Party"** means HFN or Client.
- 2.12 **"Platform"** means the Software platform known as "Nanoheal" that is owned and operated by HFN, and that will be made available to Client or its End User under this Agreement to access the HFN Programs;
- 2.13 **"Program Documentation"** means the operating manuals, user instructions and installation guides in eye-readable form supplied (including downloadable link) to Client by HFN under applicable Order for aiding the use, installation, and understanding of the HFN Program, including compatibility list and identified exclusions if any, for proper functioning of the HFN Program, application, assembly and operation of the HFN Programs or any part thereof;
- 2.14 **"Product Description"** means the product suite description describing the facilities and functions of the HFN Programs mentioned in Annex E.
- 2.15 **"Software"** means the Nanoheal software and Object Code owned and licensed by HFN together with the Program Documentation, Product Description, all corrections and Updates, support and maintenance and any Upgrades acquired by Client pursuant to this Agreement.
- 2.16 **"Subscription Period"** means the length of time paid for by Client on behalf of its End Users to access and use the HFN Program Materials on the Platform and any Order or Order Form subscription renewals which is subject to mutual consent of both parties unless both the parties agree in writing to renew such Order or Order Form, the term of such Order will not automatically renew.
- 2.17 **"Support Agreement"** means the support agreement, the terms of which are set forth in Annex A attached hereto.
- 2.18 **"Update"** refers to a fix, bug, patch or such other minor improvement of the HFN Program Materials or Platform or related to any enabling Software downloaded from the Platform
- 2.19 **"Upgrade"** refers to a significantly improved, expanded or new release version of the HFN Program Materials that adds to the functional scope and feature set of the HFN Programs.
- 2.20 **"Warranty Period"** means the period stipulated in Clause 5.
- 2.21 **"Background Intellectual Property"** means Intellectual Property held by a Party prior to this Agreement.
- 2.22 **"Foreground Intellectual Property"** shall mean IP Rights generated in the course of this Agreement, whether or not they can be protected.
- 2.23 **"Territory"** means worldwide.
- 2.24 **"Managed Service Provider"** means CTS entity which procured the licensed Software or HFN Program for the sole purpose of providing Managed Services to its End User through the use of said licensed Software or HFN Program.
- 2.25 **"Managed Services"** for the purpose of this Agreement means a service whereby CTS under independently agreed terms with End User's (i) assumes the responsibility for day-to-day operations and management of all or a portion of End User's data processing operations; or (ii) performs facility management, systems integration or similar services for the End User; (iii) hosts the licensed Software to the End User at the End User's site or a third party location

or CTS facility for the provision of Managed Services; or (iv) provides access to or use of the license Software as a service to End User's; or (v) provides business process outsourcing services to End User's; all regardless of whether the licensed Software are located at the End User's site or a third party location or CTS facility, and whether used on End User, CTS or third party owned equipment.

3. SUBSCRIPTION AND LICENSE

3.1 Subject to the terms and conditions of this Agreement, HFN grants CTS and its Affiliates to resell and distribute the HFN Program Materials and the Platform including support, maintenance, upgrades and updates to End User either as standalone or in combined package. HFN also grants CTS and its Affiliates a worldwide, non-exclusive, non-transferable, irrevocable, royalty-free right and license in the Territory as per the terms of this Agreement to use HFN Program Materials as a Managed Service Provider. In consideration of the licenses granted herein HFN further agrees to sell subscription(s) for the Subscription Period noted in the relevant Order, provided by the Platform, specified in the Order(s), either as standalone or combined package. HFN hereby grants to Client, and Client accepts, a non-exclusive, non-transferable, worldwide, royalty free, irrevocable license to resell and distribute the cloud based HFN Program Materials and the Platform, to Client's End Users in compliance with this Agreement, and the terms and conditions set out in the HFN End User License Agreement attached as Annex B. HFN hereby authorizes CTS to pass on to the End Users including, but not limited to, the warranties, remedies and indemnities provided by HFN hereunder by passing the EULA for acceptance while reselling the HFN Program Material. For the sake of clarity, the EULA shall not be executed by CTS and shall either be executed between End User and HFN or accepted for compliance through click-wrap or shrink-wrap arrangement by End User as the case may be. CTS shall pay the HFN Program Material fees to HFN in the amounts set forth in the Order for the HFN Program Material. Parties agree that CTS can determine its own price for reselling HFN Software and retain the Margins. HFN agrees and acknowledges that CTS must have access to and training with respect to the licensed Software in order for CTS to be able to market and provide services to the End Users. HFN shall, at no charge, provide reasonable training to CTS with respect to licensed Software and subscription of Software, including ongoing training for all upgrades and updates thereto in order for CTS to market its capabilities and provide support services to End Users as per the terms of this Agreement. Parties agree that their Affiliates may also participate under this Agreement by executing Orders and agreeing to any additional terms and conditions if required by local laws or business practices.

3.2 This subscription and license entitles Client and its Affiliates to:

- (a) Access the Platform, provided by HFN and install the HFN Programs locally and store any executable file required for remote access and run them on the End User's end-points.

3.3 HFN shall provide all necessary licence keys to enable the use of the HFN Program Materials subscribed for by Client hereunder and any enabling Software licensed by HFN to Client hereunder, including any replacement licence keys when required by Client. HFN may not render such licence keys ineffective or otherwise deny access to, disable or degrade the performance of the HFN Programs during the term of any applicable Subscription Period or term of the Order .

3.4 The subscription and license may not be transferred, leased to any other entity except reselling or providing Managed Services to End Users as allowed in this Agreement.

3.5 Client agrees that it will not use this Platform in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3B. SUPPORT SERVICES

HFN shall provide such support services to Client as agreed in the Support Agreement as attached here as Annex A.

4. ORDERS AND PAYMENTS

4.1 HFN shall raise invoices based on the Order(s). Invoices must be accompanied by supporting documentation as reasonably required by Cognizant and must contain purchase order number, invoice numbers, invoice dates, description of services or products etc. as detailed in the invoice submission guidelines. Incorrect or incomplete invoices shall not be paid, please refer to guidelines provided on <http://www.cognizant.com/Procure-to-Pay> for invoice submission guidelines, which should be strictly adhered to by HFN for timely payments. In no event shall Cognizant

be obligated to pay for any HFN Program Material for Order not executed by the parties covering such HFN Program Material. The Subscription Period of the licensed software shall commence from the date the licensed software is installed on any End-User devices or 2 months from the Order Form date whichever is earlier. HFN shall submit accurate invoice within seven (7) days from the date of receipt of Order(s) from Client. HFN shall not submit any invoice under any circumstances beyond 120 days from the delivery of HFN Program Materials and the Parties agree that Cognizant shall not be liable for payment of invoices submitted more than 120 days after the delivery of HFN Program Materials.

4.2 Charges for any HFN Program Material and subscriptions are to be paid in U.S. Dollars within Ninety (90) days from the date of receipt of the undisputed Invoice from HFN. Taxes will be deducted by either Party as appropriate under the applicable laws. Each Party shall bear its own expenses in its performance under this Agreement unless otherwise mutually agreed in writing. Cognizant is free to price the HFN Program Material and subscription at its discretion to the End Users. It is agreed and understood between the parties that the subscription fee invoiced for the billing cycle, agreed in Order Form, for the specific Managed Device will be charged and payable in full as per the subscription fees agreed between the Parties and recorded in an Order Form.

4.3 Where fees are payable Annual based on volume, (i) this model will be documented in the Order Form and (ii) invoices will be raised on the first day of every billing cycle by HFN

4.4 In the event that any Sales Tax is applicable in future, HFN shall be responsible to promptly identify such Sales Tax and include the amount of such Sales Tax as a separate line item in the applicable invoice to Client and Client shall bear and be responsible for, paying the amount of any such tax

4.5 Deleted Intentionally.

4.6 Single usage on a Managed Device or more shall be billed as full usage for the subscription period and partial days shall be billed as full days for the billing cycle.

4.7 This license fee does not include Client-specific customization. If any customization is required by Client, then all associated fees with such customization will be subject to mutual agreements between the Parties and documented in an Order Form. Invoice raised by HFN towards such customization shall be paid in full before the commencement of the services by HFN.

4.8 Price Hold: The fees in the Agreement are applicable for the duration of the Initial Term or for the duration of applicable Order (including any renewals). Any change in price shall be discussed for new Orders only.

4.9 Each order for HFN Program Material is subject to acceptance by HFN, such acceptance not to be unreasonably withheld or delayed. HFN failure to reject the Order within three (3) days of receipt of the same will mean that HFN has accepted the Order as submitted by CTS. CTS shall have the right to cancel or reschedule any Order, up to twenty-four (24) hours prior to dispatch or installation (as the case may be) of HFN Program Material, without incurring any cancellation or rescheduling charges.

4.10 HFN agrees that all Orders shall be fulfilled within the period specified on the applicable Order. ("Delivery Due Date") and acknowledges that any failure by HFN to deliver the HFN Program Materials to the Client or End Users by the Delivery Due Date may hamper CTS' ongoing obligations to the End User and/or otherwise cause damage to CTS' goodwill or reputation. HFN agrees to indemnify, defend and hold CTS and its Affiliates fully harmless from any and all of the foregoing damages suffered by CTS.

In cases where deployment is made on-premise, HFN shall provide the Client, beginning of implementation, with technical pre-requisite. On confirmation received from Client on completion of such pre-requisite, HFN shall initiate deployment process. In such case the fulfilment of Order will depend on readiness of Client environment.

5. WARRANTY AND LIMITATIONS

5.1 HFN warrants that the HFN Software will, from the Effective Date and during the Subscription Period noted in each relevant Order, and as renewed from time to time, ("Warranty Period"), provide the facilities and functions and perform as set out in the Product Description when used in accordance with the HFN Program Documentation and be free from service-affecting defects, bugs and errors, viruses, worms, time bombs, trojan horses and other harmful or

malicious code, files, scripts, agents or programs, or data that may damage the operation of the HFN Programs or Platform or another's computer or mobile device. HFN further REPRESENTS AND WARRANTS TO CTS THAT: (A) IT HAS THE AUTHORITY AND POWER TO ENTER INTO THIS AGREEMENT AND GRANT TO CTS THE LICENSES AND RIGHTS AS CONTEMPLATED HEREIN; (B) IT SHALL NOT VIOLATE ANY APPLICABLE LAW, RULE, REGULATION OR ORDER AND ENSURE COMPLIANCE WITH ANTI-BRIBERY LAWS INCLUDING GUIDELINES IN <http://www.cognizant.com/OurApproach/CodeofEthics.pdf> ; (C) HFN SHALL BE DIRECTLY LIABLE TO THE END USER FOR ANY PRODUCT WARRANTY AS MAY BE CONTAINED IN THE END USER LICENSE AGREEMENT OR EULA ENTERED BETWEEN HFN AND SUCH END USER. HFN FURTHER ACKNOWLEDGES THAT CTS HAS NO LIABILITY TO PROVIDE ANY WARRANTY RELATED TO LICENSED SOFTWARE OR HFN PROGRAM TO END USER AND HFN AGREES TO HOLD CTS HARMLESS FROM ANY LOSSES AND DAMAGE INCURRED OR CLAIMS (INCLUDING ATTORNEY'S FEES) SUFFERED BY CTS DUE TO HFN'S FAILURE TO FULFILL ITS WARRANTY OBLIGATIONS TO THE END USER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ANY WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, NOT SPECIFIED HEREIN RESPECTING THIS AGREEMENT, INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. HFN additionally represents and warrants to CTS that the support and maintenance on the HFN Program Material ordered and provided under this Agreement will be provided (i) in a professional manner consistent with industry standards and (ii) as per the Annex A Agreement unless otherwise agreed in writing between the parties, (d) LICENSED SOFTWARE DOES NOT AND SHALL NOT (I) INFRINGE UPON, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS INCLUDING, WITHOUT LIMITATION, COPYRIGHT, PATENT, TRADEMARKS, SERVICE MARKS, TRADE SECRETS, KNOW-HOW ETC; OR RIGHT TO PRIVACY OR RIGHT TO PUBLICITY, (II) AS OF THE DATE(S) ON WHICH HFN DELIVERS THE LICENSED SOFTWARE AND (AND ALSO ON THE DATE(S) OF DELIVERY OF EACH CORRECTION, UPDATE AND/OR UPGRADE) THERE IS NO CLAIM, LITIGATION OR PROCEEDING PENDING OR THREATENED AGAINST HFN WITH RESPECT TO THE LICENSED SOFTWARE AND/OR ANY COMPONENT THEREOF ALLEGING INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY IPR OF ANY THIRD PARTY, AND (III) VIOLATE ANY APPLICABLE LAW, RULE, REGULATION OR ORDER; (F) IT HEREBY ASSIGNS TO COGNIZANT ALL END-USER WARRANTIES AND INDEMNITIES RELATING TO SUCH THIRD PARTY SOFTWARE INCORPORATED IN THE LICENSED SOFTWARE; AND (G) THE MEDIA ON WHICH THE LICENSED SOFTWARE IS DELIVERED WILL BE FREE FROM AND THE LICENSED SOFTWARE DOES NOT CONTAIN AND COGNIZANT WILL NOT RECEIVE FROM VENDOR'S DATA TRANSMISSION VIA NETWORK OR ANY OTHER MEDIUM ANY VIRUS, WORM, TRAP DOOR, BACK DOOR, TIMER, CLOCK, COUNTER OR OTHER LIMITING ROUTINE, INSTRUCTION OR DESIGN THAT WOULD ERASE DATA OR PROGRAMMING OR OTHERWISE CAUSE THE SOFTWARE TO BECOME INOPERABLE OR INCAPABLE OF BEING USED IN THE FULL MANNER FOR WHICH IT WAS DESIGNED AND CREATED (COLLECTIVELY, A "DISABLING CODE").

IF CLIENT PROVIDE WARRANTY TO END USERS OVER OR ABOVE THIS AGREEMENT THEN HFN SHALL NOT BE HELD RESPONSIBLE FOR ANY ADDITIONAL WARRANTY PROVIDED BY CLIENT.

5.2 If, during the Warranty Period, HFN receives written notice from Client of any breach of the warranty contained in Clause 5.1 then HFN shall (I) at its own expense and promptly after receiving such notice, remedy and rectify the defect or error in question and make the error warranty compliant. (ii) HFN will, at it's option, undertake to either: (a) replace the Software free of charge with another Software which has same functionality and is warranty compliant as per this Agreement, (b) modify the Software to make it warranty compliant; or, (c) if neither of the foregoing can be accomplished on a commercially reasonable basis, terminate this Agreement and provide refund of the license fees or the Subscription fee allocable to the unused remainder of the Subscription Period on a pro-rata basis paid by the CTS for the licensed Software along with any unused, prepaid support fees paid to HFN.

5.3 At all times HFN will ensure security of data and information exchanged or transmitted using HFN's offering and comply with the requirements of Annex D. In addition, HFN provides access to configure links to third party software products, such as Anti-virus software or System Cleanup utilities, to download, install and execute the third party software application, solely as a convenience to clients or its End Users, based on clients or End Users license agreement with the third party software provider and no warranties are made by HFN with regard to such service. Accordingly, Client and End Users shall hold HFN harmless from and against any third party claim, cause of action, loss, expense, cost, fine or fee arising from or related to the unintentional or accidental disclosure, misuse or erasure of

the Data or any breach of security impacting or affecting HFN's offering that arises from the use of such third party software. Additionally, Client must hold the software that are propagated using Nanoheals' Software distribution module on a cloud location that belongs to the Client. Nanoheal Cloud cannot be used as a software repository, neither will Nanoheal be legally responsible for the content distributed via the Software distribution module.

5.4 HFN warrants that any open source embedded in the HFN Program has been properly licensed from its Third Party providers. All open source software included in or provide with the HFN Programs and the license and version number applicable to each are available in "Open Source" document. HFN must make periodic disclosures (in the readme file or a like document) of changes (additions and modifications, including modifications to versions and/or change in terms and conditions) to the third party software (commercial, free and open source software)

5.5 The server on which HFNs offering is hosted shall at all times meet the Minimum Technical Requirements as detailed in "Nanoheal Standard Sizing and Software" document to be provided by HFN at the time of deployment, on account of server maintenance and during any period of force majeure event.

5.6 Subject to Section 5.1, Client acknowledges that

- (a) complex software is never wholly free from defects, errors and bugs, and HFN gives no warranty or representation that the Platform or HFN Program Materials will be wholly free from such defects, errors and bugs.

6. TERMS AND TERMINATIONS

6.1 The term of this Agreement shall commence from the Effective Date and shall continue for a period of three (3) years from the Effective Date. This Agreement shall renew upon mutual written amendment between the parties for additional Terms before the expiration of the Initial Term. Client shall have right to terminate the Agreement or any Order upon thirty day's prior written notice to HFN.

6.2 In addition to any other remedies available to either Party, upon the occurrence of a Termination Event (as defined below) with respect to either Party, the other Party may terminate this Agreement or the applicable Order that is subject of the Termination Event by providing written notice of termination. A Termination Event shall have occurred if: (a) a Party materially breaches its obligations under this Agreement, and the breach is not cured within thirty (30) calendar days after written notice of the breach and intent to terminate is provided by the other Party; (b) a Party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or makes a general assignment for the benefit of its creditors provided, however, that, in the event HFN terminates this Agreement prior to the expiration of a Subscription Period set forth in an Order, such termination will not serve to terminate the Order, and this Agreement shall be deemed to survive for the limited purpose of governing such Order through the end of the Subscription Period.

6.3 Upon termination or expiration of an Order, and when explicitly requested, the Parties shall return all Data to the other Party within thirty (30) days or otherwise agreed time frame as per the request in a standard Database format, through electronic transfer.

6.4 Any and all Orders and EULA valid as on the effective date of termination shall continue to remain valid and both parties shall perform their respective obligations under it unless otherwise agreed in writing by both the parties.

6.5 HFN agrees that CTS may transfer licenses of HFN Pogram Material granted under this Agreement in its capacity as a Managed Service Provider to its respective End User at: i) the termination or expiry of this Agreement and/or Managed Services related Order or ii) End User's request and provided that such transfer does not require HFN to issue new HFN Program unless mutually agreed between End User and HFN. Such transfer of HFN Program Material shall be done pursuant to terms mutually agreeable to the parties and the usage of HFN Program Material by End User shall be subject to direct license agreement between the End User and HFN. After the transfer CTS shall have no liability or obligations towards HFN for the transferred HFN Program Material.

6.6 Notwithstanding the terms of this Agreement, upon termination of this Agreement for any reason (other than CTS uncured material breach) or the expiration of this Agreement, CTS shall have the option, (i) for the earlier of up to five (5) years or until all customer's agreements for Managed Services existing at the time of expiration or termination have expired ("Wind Down Period"), to continue the use of the paid applicable licenses Software and maintenance Services, or any portion thereof, for the Managed Services purposes set forth herein, and (ii) for two (2) years after the termination

date to buy additional licensed Software for use in respect of previously approved customer's using Managed Services at the termination date ("Additional Licensed Software"). With respect to such continued usage of the paid licenses and the Additional Licensed Software this Agreement will survive as if it was not terminated.

6.7 Clauses 7 (Ownership and Indemnification), 8 (Limitation of Liability), 9 (Governing Laws), 10 (General Provisions) shall survive termination of this Agreement.

7. OWNERSHIP AND INDEMNIFICATION

7.1 At all times, HFN is and shall remain the sole and exclusive owner and licensor of the HFN's intellectual property, including any derivatives related thereto, and any and all trademarks, copyrights, patents, works of authorship, property rights and goodwill relating to the HFN offering (collectively, "HFN IP Rights"). HFN IP Rights are not transferable and can only be used by Client for the purposes permitted under this Agreement. Client shall not take any action, directly or indirectly, that injures or diminishes, or may tend to injure or diminish, any of HFN's IP Rights, nor shall Client encourage any third person to do so. Notwithstanding the foregoing, HFN acknowledges that Client may offer services and solutions incorporating the HFN services and products licensed under this Agreement under Client and/or its Affiliates' own brand names. CTS hereby waives any claim that it may have had or has to title and ownership of intellectual property rights in and to the HFN IP. Notwithstanding anything herein to the contrary, HFN acknowledges and agrees that CTS or its Affiliates, or third parties under contract to CTS or its Affiliates, have developed, originated, purchased, acquired or licensed certain Intellectual property rights from third parties, which may be used by CTS in connection with HFN Program Material pursuant to the license rights granted herein, and HFN agrees that all such intellectual property rights and any derivatives thereof, whether pre-existing or otherwise, and all intellectual property rights in the value-added solutions with the exception of HFN's IP are and shall remain the sole and exclusive property of CTS and its Affiliates, and HFN shall acquire no right, title or interest in or to such 3rd Party intellectual property rights.

Ownership of any and all Background Intellectual Property of a Party shall remain with such Party.

Ownership of any Foreground Intellectual Property developed based on IP Rights of both the Parties shall remain with the Party on which platform the Foreground Intellectual Property was developed.

7.2 HFN shall, defend, indemnify and hold Client, End Users and their officers, directors, and employees ("Client Indemnified Parties") harmless against all losses, claims, damages and expenses as a result of any third-party claim, suit or other proceeding alleging that the HFN Program Material including the Software infringes any intellectual property right of a third party.

In no event shall HFN be liable for any losses, claims, damages or expense related to any infringement or other claims resulting from the Client's use of Software in violation of this Agreement or from Clients' products or services which are combined with the Software, unless Nanoheal Software on a standalone basis would give rise to such a claim.

In such event,

- (a) Client will notify HFN in writing promptly of such claim whenever it becomes aware of such claim;
- (b) HFN will be given sole control of the defense of such claim and all related settlement negotiations, subject to:
 - (i) having the right to be represented by counsel of its choice and to participate in, and be kept informed of the status of such claim; and
 - (ii) providing the HFN with all reasonable assistance, information, and authority necessary to perform the above
- (c) In the event that any part of the HFN Program Materials is held by a court of competent jurisdiction or is believed by HFN to infringe any third party's intellectual property rights, HFN shall have the option, at its own expense and in its sole discretion to:
 - (i) Modify or amend the HFN Program Materials or the infringing part(s) thereof in order to avoid any infringement;

- (ii) Procure for Client the right to continue using and possessing the HFN Program Materials or the infringing part(s) thereof; or
- (iii) Substitute the HFN Program Materials or the infringing part(s) thereof with other software, deliverables or services reasonably suitable to Client.

7.3 If after HFN's best efforts it is not possible to provide any of remedies in clause 7.2 c) , HFN may terminate the license in relation to the infringing HFN Program Materials and provide a refund for the amount of the fees paid by Client for such infringing HFN Program Materials license. HFN shall provide refund of the pro-rata portion of the Subscription fee allocable to the unused remainder of the Subscription Period or any used support.

7.4 HFN agrees to indemnify, defend and hold harmless CTS and its Affiliates from and against any and all liabilities, losses, demands, costs and expenses, brought by a third party arising out of (a) HFN's gross negligence or willful misconduct under this Agreement, (b)HFN's material breach of Section 13 (c) fraud or fraudulent misrepresentation by HFN; provided that CTS provides to HFN sole control of the defense and all related settlement negotiations, and the CTS provides HFN with information and authority reasonably necessary to perform its obligations under this Section. Parties agree that HFN shall not admit to any liability or fault of CTS without prior written consent of CTS.

8. LIMITATION OF LIABILITY

EXCEPT IN CASE OF BREACH OF THE CONFIDENTIALITY OBLIGATION IN CLAUSE 13, CTS' TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT AND STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF MARGINS MADE BY COGNIZANT DURING THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR THE SUBSCRIPTION UPON WHICH THE CLAIM IS BASED OR DUE TO WHICH THE CLAIM ARISES. THE TOTAL CUMULATIVE LIABILITY OF HFN HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT AND STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE HFN PROGRAM MATERIAL FOR A PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY EXCEPT IN CASE OF BREACH OF THE CONFIDENTIALITY OBLIGATION IN CLAUSE 13, THE INDEMNIFICATION OBLIGATIONS UNDER CLAUSE 7.2, BREACH OF OBLIGATIONS RELATED TO SECURITY, LOSS, CORRUPTION OR DISCLOSURE OF DATA, OR A PARTY'S GROSS NEGLIGENCE, WARRANTY OBLIGATION UNDER SECTION 5. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, EVEN IF THE PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS.

9. DISPUTE RESOLUTION AND GOVERNING LAW

9.1 In the event of a dispute, the disputed matter first shall be referred jointly to the representatives of both parties. If the representatives are unable to resolve the dispute within thirty (30) days, or such other time as may be agreed to by the Parties, either Party may proceed to litigation. Pending resolution of the disputed matter, each Party shall continue its performance to the extent that such performance is commercially feasible.

9.2 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. The Parties consent and submit to the nonexclusive venue for all actions relating in any manner to this Agreement in any court of competent jurisdiction located in New York. The Parties hereby consent and submit to the jurisdiction of such courts, and to the extent permitted by law, hereby consents that all services of process may be made by any internationally recognized overnight courier. The Parties waive any objection based on forum non conveniens and waive any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. The Parties agree that a final judgment in any such action, including appeals to the higher courts, shall be conclusive and may be enforced in any other jurisdiction in any manner provided by law.

9.3 (A) Arbitration. Any and all Disputes matters shall first be attempted to be resolved by good faith negotiation between both the Parties and, if not resolved through such process, by final and binding arbitration administered by the

{International Centre for Dispute Resolution under the International Dispute Resolution Procedures – International Arbitration Rules available at WWW.ICDR.ORG} (the “Rules”). The Parties waive any right to mediate a Dispute and any mediation provisions contained in the Rules shall not apply.

(B) Process. In-person hearings or meetings with the arbitrator(s) shall be held in {New York, New York} and the seat of the arbitration shall be {New York, New York}. The sole arbitrator, or the presiding arbitrator in the case of a three-arbitrator panel, shall either be a retired judge or a lawyer with at least ten (10) years of experience in information technology matters. Each award shall include written findings of fact and conclusions of law and shall be final and binding, except that if the arbitration is conducted by a single arbitrator and US\$10,000,000 or more in damages are awarded against a Party (exclusive of interest, attorneys’ fees, and arbitration fees and costs), that Party may appeal the award to a panel of three arbitrators pursuant to the Optional Appellate Arbitration Rules of the American Arbitration Association. The existence of a Dispute or the content or result of any award shall constitute the Confidential Information of both parties. All informal and formal negotiations between the Parties regarding a Dispute shall be treated as compromise and settlement negotiations under applicable rules of evidence and no written or oral statements of position or offers of settlement made during the informal or formal Dispute resolution procedures shall be offered into evidence for any purpose, or constitute an admission or waiver of rights by either Party.

(C) Access to Courts. Either Party may at any time apply to a court with appropriate jurisdiction only to (a) seek interim or provisional relief necessary to protect its rights or property pending the resolution of a Dispute in accordance with these procedures, including injunctive relief and specific performance, or (b) enter or enforce any final and binding arbitration award.

10. EXPORT CONTROL

Each of the Parties acknowledges that the Software is subject to U.S. export jurisdiction, and that releases or versions of the Software not localized for a specific country or territory may be prohibited or subject to specific restrictions under applicable laws and regulations of that country or territory.

Client acknowledges and agrees that the Parties’ performance under this Agreement, including its ability to access or to use Software and Platform is subject to U.S. export control laws and regulations, which may include, but are not limited to, the Export Administration Regulations (“EAR”), and the various sanctions administered by the Office of Foreign Assets Control (“OFAC”), as amended from time to time (collectively, the “Export Control Laws”). Client shall comply with Export Control Laws in furtherance of this Agreement. HFN agrees to notify Client of (i) any Software being delivered to Client and (ii) any other technology, technical data or information to which Client will have access as a result of this Agreement that, in either case is subject to control under applicable export regulations under any classification other than EAR99 (or its non-U.S. equivalent). In the event of any such classification, HFN, will (a) identify to Client the applicable regulations (e.g. EAR or ITAR) and classifications (e.g. ECCN) and (b) follow such guidelines as Client may communicate to HFN that reasonably are required to avoid violations. HFN represents and warrants to the best of its knowledge that neither it nor any of its subsidiaries or affiliates, or any of its directors, officers, employees, agents, representatives or other intermediaries, is an individual or entity (“Person”) that is, or is owned or controlled by Persons that are: (i) the target of any sanctions administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the U.S. Department of State, the United Nations Security Council, the European Union, Germany, Her Majesty’s Treasury, or other relevant sanctions authority (collectively, “Sanctions”), or (ii) located, organized or resident in a country or territory that is, or whose government is, the target of comprehensive Sanctions broadly prohibiting activity with such country, territory, or government (currently including, but not limited to, the Crimea region, Iran, North Korea, Sudan and Syria). HFN is in compliance, and shall continue to comply, with Sanctions and all applicable export control laws, including, without limitation, the Export Administration Regulations and the International Traffic in Arms Regulations (collectively, “Export Control Laws”).

If Client knows, or reasonably should know that Software could be licensed, exported, or transferred in a manner that may violate applicable Export Control Laws, Client shall immediately notify HFN. In the event HFN suspects or determines that any re-sale of the Software to the Client may violate applicable Export Control Laws, HFN may refuse to accept such Order and may refund any payment made by the Client. HFN may also immediately terminate the applicable Order only if fulfilling such Order would mean breach of applicable export law by providing a written notice to Client.

Client hereby acknowledges that HFN exercises no control whatsoever over the content contained in or passing through the Client and its websites and other platforms where the Software is installed, and that the Client is solely responsible to ensure that the information they transmit and receive complies with all applicable laws and regulations.

11. GENERAL PROVISIONS

11.1 Whenever under the provisions of this Agreement, notice is required or permitted to be given to Client by HFN or to HFN by the Client; either parties may deliver such notice(s) to the other by

By courier or by mail or fax or email, A copy of the same to be given by either party to the last known address of the party

If to HFN: HFN Inc. 514 East Timpanogos Circle Building G, Suite 2100 Orem, UT 84043

If to Client: As address mentioned in this agreement, Attention: Legal Department.

11.2 If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

11.3 This Agreement may only be modified by a writing signed by the respective authorized officers of the parties. This Agreement constitutes the entire agreement between HFN and Client relating to the HFN Program Materials and supersedes any prior representations, discussions, undertakings, communications or advertising relating to the HFN Program Materials.

11.4 This Agreement shall be binding upon and inure to the benefits of the parties and their respective successors.

12. FORCE MAJEURE

12.1 Neither party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by strikes, riots, wars, acts of God, fire, flood, natural disasters or other similar causes beyond its control. HFN will be required to determine as soon as possible, to what extent and for how long the event of Force Majeure is likely to prevent HFN from fulfilling its obligations in accordance with this Agreement and whether HFN is able to provide quick and temporary alternative solutions for the obligations affected due to Force Majeure event. Notwithstanding the previous provisions, if the Force Majeure lasts for more than thirty (30) days from the date of notification and if the alternative solution is not implemented for the HFN obligations under this Agreement, the Client will be entitled to terminate "as of right" the Agreement with no additional charges. An event or act, however, shall not be excused or delayed by force majeure if it could reasonably be circumvented through use of alternative sources, work around plans or other means as may be mutually agreed between the parties in writing. For the avoidance of doubt, force majeure event shall not include labour disputes or strikes, the unavailability of materials, supplies, suppliers or utilities, power outage, sabotage, viruses, or lack of internet access, provided that the Party whose performance is delayed by such occurrence could have reasonably circumvented the delay or failure through the use of commercially reasonable alternate sources, workaround plans or other means. Upon the occurrence of a force majeure event and its notification by the non-performing party, the non-performing Party shall be excused from its non-performance or observance of the affected obligation(s), for as long as such circumstances prevail and such Party continues to attempt to recommence performance using best efforts without delay. During the subsistence of force majeure event, Reseller will not be obligated to pay any charges to Supplier for the affected Services. If a force majeure event causes a material failure or delay in the performance of any Services for more than fifteen (15) consecutive calendar days, Reseller may, at its election, and in addition to any rights Reseller may have pursuant hereto procure such Services from an alternate source until Supplier is again able to provide such Services. Reseller shall deduct any amounts payable by Reseller to the alternate source from the payments owed to Supplier. In the event a portion of the Supplier's performance of the services, is delayed or interrupted because of a Force Majeure Event for a period of fifteen (15) days or more, and such delay or interruption materially adversely impacts Reseller's business and Supplier fails to provide a temporary alternative reasonably acceptable to Reseller, Reseller may in its sole discretion, for convenience without any ramp-down costs or early termination fees: (i) terminate the Agreement with immediate effect; or (ii) terminate the affected portion of the services by providing Supplier with written notice of termination without any further obligations.

13. **CONFIDENTIALITY**

13.1 Subject to the provisions in Clauses 13.2 and 13.3, each party to this agreement:

- (a) shall treat as strictly confidential and use solely for the purposes contemplated by this Agreement all information, whether technical or commercial, obtained or received by it as a result of entering into or performing its obligations under this Agreement and relating to the negotiations relating to, or the provisions or subject matter of, this Agreement or any party to it ("Confidential Information"); and
- (b) shall not, except with the prior written consent of the party from whom the Confidential Information was obtained publish or otherwise disclose to any person any Confidential Information except for the purposes contemplated by this Agreement.

13.2 Each party may disclose Confidential Information which would otherwise be subject to Clause 13.1 but only to the extent that it can demonstrate that:

- (a) such disclosure is required by law or by any securities exchange or regulatory or governmental body;
- (b) the Confidential Information was lawfully in its possession prior to its disclosure by the other party (as evidenced by written records) and had not been obtained from the other party;
- (c) the Confidential Information has come into the public domain other than through its fault or the fault of any person to whom the Confidential Information has been disclosed;
- (d) the Confidential Information was obtained from a third party provided the third party is not in breach of any confidentiality obligations; and
- (e) independently developed without reference to the Confidential Information;
- (i) provided that where permitted by law any disclosure shall not be made without prior consultation with the disclosing party.

13.3 Each party may for the purposes contemplated by this Licence disclose the Confidential Information, strictly on a "need-to-know" basis, to the following persons or any of them:

- (a) its professional advisers, auditors, bankers and insurers, acting as such; and
- (b) its officers, employees, Affiliates and sub-contractors where necessary for the provision of the Services.

13.4 Parties agree that the obligation to maintain confidentiality of any Confidential Information disclosed during the term of this Agreement shall survive for three years from termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective upon the date of last execution.

HFN Inc

Cognizant Technology Solutions US Corporation

Signature.....

Signature.....

Name.....

Name.....

Title.....

Title.....

Date.....

Date.....

ANNEX A: SUPPORT AGREEMENT

Product Training

HFN shall, as agreed and recorded in an applicable order document, , train Client personnel on Pre-sale, Administration and Implementation modules including functionality and usage of HFN client, dashboard, features and ticketing to assist and enable Client to fully perform and exercise its rights under this agreement. Click on the link to know more about the training schedule and the module.

<https://www.nanoheal.com/wp-content/uploads/2021/06/Nanoheal-Training-Modules-and-Schedule.pdf>

This Agreement does not provide provision for “onsite” training and or support. In case the Client requires onsite support, HFN will bill the client on actual, all expenses relating to travel, mutually discussed and agreed upon.

ANNEX B: End User License Agreement

The Parties contemplate two different licensing models. In one case, the Software will be used by Client (Partner) on behalf of an End User. In the second case, the Software will be used by an End User directly. Two different End User License Agreement templates are provided below to address this.

A. - Where Client is using the Software on behalf of an End User, the following Partner End User License Agreement (“Partner EULA”) shall govern the use of the Software:

Nanoheal Partner End User License Agreement

IMPORTANT-READ CAREFULLY: This Partner End-User License Agreement ("Partner EULA") is a legal agreement between you (the Partner) and HFN, Inc. (“HFN”) for the Nanoheal software product accompanying this Partner EULA, which includes computer software, associated media, printed materials, and online or electronic documentation ("Product") provided to you for your use in compliance with this Partner EULA for the designated term. By installing, copying, or otherwise using the Product, you agree to be bound by the terms of this Partner EULA. If you do not agree to the terms of this Partner EULA, do not install, copy, or use the Product.

HFN retains title and ownership of the Product, regardless of the form or media in or on which the original and other copies may exist. This EULA is not a sale of the Product or any copy; only a license to use in accordance with the rights grant detailed herein.

1. **Grant of Use License and Restrictions.** You may store, install, use, access, or otherwise interact with the licensed number of copies of the Product, as indicated on the applicable order form, on any computer, workstation, terminal, tablet, handheld PC, smart phone, or other digital electronic device ("Computer") in your organization that is connected on a single local- area network. You may also make a reasonable number of copies of the Product for archival and back-up purposes.

You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

All rights not expressly granted are reserved by HFN. You may not use the Product in any way other than as expressly permitted under this Partner EULA. The Product is protected by copyright and other intellectual property laws and treaties. HFN or its licensors own the title, copyright, and other intellectual property rights in the Product and no transfer of title or rights is contemplated under this agreement except the expressly granted use rights noted above.

2. **Term and Termination.** You are licensed to exercise your rights of use under this Agreement for the term designated on the Order document that records your purchase of the Product license.

In the case of expiration or termination you must destroy all copies of the Product and all component parts.

3. **Transfer and Assignment.** You may not transfer or assign your rights under this Partner EULA without the express written permission of HFN. If HFN grants such permission, then you may permanently transfer or assign all of your rights under this Partner EULA, provided you retain no copies, you transfer the entire Product, and the recipient agrees to the terms of this Partner EULA. Notwithstanding the foregoing, You may not resell, or otherwise transfer for value, the Product.

4. **Rental or Providing as a Service Not Permitted.** You may not rent, lease, or lend the Product, including providing the Product to a service bureau, multiple user or time-share participant unless You have entered into a separate MSP agreement with HFN granting such rights. You shall not disclose or disseminate the Product. You agree to maintain the security and confidentiality of the Product using the same degree of care used to maintain the security and confidentiality of your own proprietary and confidential information.

5. **DISCLAIMER OF WARRANTIES.** Warranties and disclaimers of warranties will be those noted in the Software Subscription and License Agreement (the “SSLA”).

6. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** Exclusions of Incidental, Consequential and Certain other damages will be as noted in the SSLA.

7. **Limitation of Liability.** Limitation of Liability will be as noted in the SSLA.

8. **Support Services.** Support Services will be as noted in the SSLA.

9. **Event Logs.** You authorize HFN to access directly or indirectly the database containing logs of all events detected and tasks performed by the Product ("Event Logs Database"). At a minimum, HFN access to the Event Logs Database will be equal in all respects to yours. Access allows optimal support while maintaining user security and privacy. Please see HFN Privacy Policy and Cookie Policy for further details on data types accessed and stored by HFN.

10. **Supplemental and Open Source Software.** Supplemental and Open Source Software terms and conditions will be as noted in the SSLA.

11. **Export Restrictions.** Export restrictions will be as noted in the SSLA.

12. **Governing Law.** Governing law will be as noted in the SSLA.

13. **Compliance.** Compliance obligations of the Parties will be as recorded in the SSLA.

14. **Notice.** Should you have any questions concerning this Agreement, or if you desire to contact HFN for any reason, please contact HFN in writing at 514 East Timpanog Circle Suite 2100, Orem, Utah – 84043.

15. **Severability.** If any of the provisions of this Agreement is held to be void, unenforceable or illegal, the other provisions shall continue in full force and effect. The affected provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the applicable law.

16. **Force Majeure.** The Force majeure provisions will be as recorded in the SSLA.

B. Where Client (Partner) is reselling the Software to Customer, and Customer will use the software, the Standard End User License Agreement ("EULA") will govern the Customer's use of the Software. The following is a sample of the EULA. The EULA is subject to change:

Nanoheal Standard End User License Agreement

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (the End User company or Customer) and HFN, Inc. ("HFN") for the Nanoheal software product accompanying this EULA, which includes computer software, associated media, printed materials, and online or electronic documentation ("Product") provided to you for your use in compliance with this EULA for the designated term. By installing, copying, or otherwise using the Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, copy, or use the Product.

HFN retains title and ownership of the Product, regardless of the form or media in or on which the original and other copies may exist. This EULA is not a sale of the Product or any copy; only a license to use in accordance with the rights grant detailed herein.

1. **Grant of Use License and Restrictions.** You may store, install, use, access, or otherwise interact with the licensed number of copies of the Product, as indicated on the applicable order form, on any computer, workstation, terminal, tablet, handheld PC, smart phone, or other digital electronic device ("Computer") in your organization that is connected on a single local-area network. You may also make a reasonable number of copies of the Product for archival and back-up purposes.

You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

All rights not expressly granted are reserved by HFN. You may not use the Product in any way other than as expressly permitted under this EULA. The Product is protected by copyright and other intellectual property laws and treaties. HFN owns the title, copyright, and other intellectual property rights in the Product and no transfer of title or rights is contemplated under this agreement except the expressly granted use rights noted above.

2. Term and Termination. You are licensed to exercise your rights of use under this Agreement for the term designated on the Order document that records your purchase of the Product license.

In the case of expiration or termination you must destroy all copies of the Product and all component parts.

3. Transfer and Assignment. You may not transfer or assign your rights under this EULA without the express written permission of HFN. If HFN grants such permission, then you may permanently transfer or assign all of your rights under this EULA, provided you retain no copies, you transfer the entire Product, and the recipient agrees to the terms of this EULA. Notwithstanding the foregoing, You may not resell, or otherwise transfer for value, the Product.

4. Rental or Providing as a Service Not Permitted. You may not rent, lease, or lend the Product, including providing the Product to a service bureau, multiple user or time-share participant unless You have entered into a separate MSP agreement with HFN granting such rights. You shall not disclose or disseminate the Product. You agree to maintain the security and confidentiality of the Product using the same degree of care used to maintain the security and confidentiality of your own proprietary and confidential information.

5. DISCLAIMER OF WARRANTIES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HFN AND ITS SUPPLIERS PROVIDE THE PRODUCT AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE PRODUCT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, OR RESULTS ALL WITH REGARD TO THE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THE ENTIRE RISK AS TO THE QUALITY OF PRODUCT OR ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU.

6. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HFN OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF HFN OR ANY SUPPLIER, AND EVEN IF HFN OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Limitation of Liability.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of HFN, and any of its suppliers under any provision of this Agreement, and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Product upon which the claim is based, for the period the claim arises. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

8. Support Services. HFN will provide updates and upgrades to the Product to You free of charge during times when you are covered by active Support Services or subscription agreement. You acknowledge that enhancements that represent new or additional offerings, as well as training services, will be priced separately by HFN and may be subject to additional terms and conditions. HFN may, at its discretion, cease providing Support Services at any time and without

notice. Use of Support Services, if any, is governed by the HFN policies and programs described in any user manual, "online" documentation, and/or other HFN-provided materials.

9. Event Logs. You authorize HFN to access directly or indirectly the database containing logs of all events detected and tasks performed by the Product ("Event Logs Database"). At a minimum, HFN access to the Event Logs Database will be equal in all respects to yours. Access allows optimal support while maintaining user security and privacy.

Please see HFN Privacy Policy and Cookie Policy for further details on data types accessed and stored by HFN.

10. Supplemental and Open Source Software. Any supplemental software code provided to you as a part of Support Services shall be considered part of the Product and subject to the terms of this EULA. With respect to technical information you provide to HFN as part of the Support Services, HFN may use such information for its business purposes, including for product support and development. HFN will not utilize such technical information in a form that personally identifies you except to the extent necessary to provide you with support.

Portions of the Product are licensed from third parties under certain open source code licensing ("Open Source") that is governed by certain Open Source license agreements such as the GNU Public License, the OpenSSL Project and others, a complete list of which is found within the Product.

11. Export Restrictions. You may not export or re-export the Product or any copy or adaptation. You acknowledge that the Product is subject to the US Export Administration Regulations ("EAR") and that you will comply with the EAR. Customer will not export or re-export the Product, directly or indirectly to: (i) any country that is subject to US export restrictions; (ii) any end user whom you know or have reason to know will use the Product in the design, development, or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or unmanned air vehicle systems; or (iii) any end user who has been prohibited from participating in the US export transactions by an federal agency of the US government.

12. Governing Law. This Agreement is governed by the laws of the State of Utah, and such law applies to claims for breach of this Agreement, regardless of conflict of laws principles. In the case of a dispute between the Parties in connection with this Agreement, the Parties shall thoroughly explore all possibilities for settlement of the matter amongst themselves. In the event that a settlement cannot be reached, all disputes shall be determined by arbitration administered by the International Centre for Dispute Resolution® in accordance with its International Dispute Resolution Procedures, as modified by the ICDR® Online Protocol for Manufacturer/Supplier Disputes as then in effect (www.icdr.org). The language of arbitration shall be English.

13. Compliance. You are responsible for complying with any local laws and regulations in your jurisdiction that may impact your right to import, export or use the Product. If HFN has knowledge that a violation has occurred, HFN may be required to terminate your use of the Product and report such violation to the US or other governmental entities.

14. Notice. Should you have any questions concerning this Agreement, or if you desire to contact HFN for any reason, please contact HFN in writing at 514 East Timpanogos Circle Suite 2100, Orem, Utah – 84043.

15. Updating of EULA. HFN may update the terms of the EULA at any time by posting of a revised version of the EULA on its website. With regard to your acceptance of the EULA, the version in effect at the time of your download, installation and/or purchase shall remain applicable to your use of the Product until such time as you install an update or upgrade. At that time the EULA then in effect shall replace any previously accepted EULA. In the event that you do not wish to accept any subsequent version of the EULA, you must uninstall the Product and cease all use.

16. Severability. If any of the provisions of this Agreement is held to be void, unenforceable or illegal, the other provisions shall continue in full force and effect. The affected provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the applicable law.

17. Force Majeure. HFN shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to events and circumstances beyond HFN's control, including, without limitation, power failures, Internet failures, dislocating servers, DDoS attacks, Hack attacks, viruses, natural disaster, war, riot, strikes or other organized labor action, or terrorist activity. If the force majeure event continues for a period of thirty (30) days or more and HFN is thus unable to perform, You may terminate this Agreement.

18. Entire Agreement. This is the entire agreement between HFN and You relating to the Product and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Product. Your delivery and payment conditions or any other general or special conditions of a purchase order will not apply.

ANNEX C: SERVICE LEVEL AGREEMENT

Introduction

This Service Level Agreement (SLA) describes the levels of service HFN will provide to the Client.

This SLA should be read alongside the Agreement between Client and HFN.

This SLA sets out what levels of availability and support Client is guaranteed to receive for specific parts of the services provided by HFN.

This SLA forms an important part of the Agreement between Client and HFN. It aims to enable the two parties to work together effectively.

1. SLA for SaaS projects:

When deployment is done on HFN's SaaS, the following Response and Resolution times shall apply:

Priority	Response Duration	Resolution Duration	Schedule
Priority 1	45 min	4 hours	24x7
Priority 2	1 hour	16 hours	9x5 Weekdays Excluding Holidays
Priority 3	4 hours	36 hours	9x5 Weekdays Excluding Holidays
Priority 4	9 hours	45 hours or based on agreed due date	9x5 Weekdays Excluding Holidays

The categorization of priority based on impact and urgency, is given below:

Impact / Urgency	1 – Critical	2 – High	3 – Medium	4 – Low
1 - Extensive	Priority - 1 - Cloud Provider services down - Cluster services down - Network Infrastructure failure - WAF etc	Priority - 2 - Application infrastructure services down across multiple customers	Priority - 2 - A Product bug that impacts all customers - A Particular non-critical module not working across all customers	Priority - 3 - A Product bug that has a workaround but impacts all customers - A Particular non-critical module not working has a workaround across all customers
2 - Significant	Priority - 2 - Network infrastructure issue that impacts a customer - Firewall rule etc - Domain not reflecting for a particular customer	Priority - 2 - Application infrastructure services down for a customer	Priority - 3 - A Product bug that impacts a customer - A Particular non-critical module not working for a customer	Priority - 4 - A Product bug that has a workaround but impacts a customer - A Particular non-critical module not working for a customer and has a workaround

3 - Moderate	Priority - 2 - A Infrastructure Configuration made by DevOps that has impacted a service	Priority - 3 - An Application configuration by DevOPS that has impacted a service	Priority - 4 - A product Configuration made by user that has impacted an entire service - Issues impacting an entire service due to application upgrades	Priority - 4 - A product Configuration made by user that has impacted an entire service and has a workaround - Issues impacting an entire service due to application upgrades and has a work around
4 - Minor	Priority - 3 - A Infrastructure Configuration made by DevOps that has impacted a particular function in an instance	Priority - 4 - An Application configuration by DevOPS that has impacted a particular function in an instance	Priority - 4 - A product Configuration made by user that has impacted a or a few automations and/or integrations - Issues impacting a function or a service partially due to application upgrades	Priority - 4 - A product Configuration made by user that has impacted a or a few automations and/or integrations and has a workaround - Issues impacting a function or a service partially due to application upgrades and has a workaround

Impact	Definition
1 - Extensive	Impact is across all customers
2 - Significant	Impacts a particular customer
3 - Moderate	Impacts a service
4 - Minor	Impacts a service partially or a function

Urgency	Definition
1 - Critical	Infrastructure
2 - High	Application Infrastructure
3 - Medium	Product Issues
4 - Low	Product Issues which has workarounds

Notes:

1. If a service is being provided by a third party service provider, Response and Resolution timelines may vary

2. **Response SLA** stops when ticket is moved to any state besides **New** or **Assigned**.
3. **Resolution SLA** stops when ticket is closed; pauses when ticket is **Pending Customer, Pending Vendor, or Resolved**.
4. Business Time SLAs are based on a consideration that business hours are 9:30am-5:30pm (IST for India SI partners, EST for US Partners) Monday-Friday, excluding holidays unless otherwise agreed between the parties.
5. An Actual Time metric is also available if you need to report on actual response or resolution time as opposed to business response or resolution time

2. SLA for On-Prem Projects:

When deployment is done On-Prem, the following Response and Resolution times shall apply. However, please note that HFN will not support issues related to 1- Critical, 2 - High by default for on-prem installation unless specifically purchased by the customer. If the on-prem infrastructure and application infrastructure support is purchased, then SLAs will apply provided the access to the infrastructure is provided remotely and their qualified IT personnel is available during the response/resolution phase:

Priority	Response Duration	Resolution Duration	Schedule
Priority 1	60 min	8 hours	24x7
Priority 2	3 hours	24 hours	9x5 Weekdays Excluding Holidays
Priority 3	8 hours	36 hours	9x5 Weekdays Excluding Holidays
Priority 4	8 hours	75 hours or based on agreed due date	9x5 Weekdays Excluding Holidays

The categorization of priority based on impact and urgency, is given below:

Impact / Urgency	1 – Critical	2 – High	3 – Medium	4 – Low
1 - Extensive	Priority - 1 - Cloud Provider services down - Cluster services down - Network Infrastructure failure - WAF etc	Priority - 2 - Application infrastructure services down across multiple customers	Priority - 2 - A Product bug that impacts all customers - A Particular non-critical module not working across all customers	Priority - 3 - A Product bug that has a workaround but impacts all customers - A Particular non-critical module not working has a workaround across all customers
2 - Significant	Priority - 2 - Network infrastructure issue that impacts a customer - Firewall rule etc	Priority - 2 - Application infrastructure services down for a customer	Priority - 3 - A Product bug that impacts a customer - A Particular non-critical	Priority - 4 - A Product bug that has a workaround but impacts a customer - A Particular non-critical module not working for a

	- Domain not reflecting for a particular customer		module not working for a customer	customer and has a workaround
3 - Moderate	Priority - 2 - A Infrastructure Configuration made by DevOps that has impacted a service	Priority - 3 - An Application configuration by DevOPS that has impacted an service	Priority - 4 - A product Configuration made by user that has impacted an entire service - Issues impacting an entire service due to application upgrades	Priority - 4 - A product Configuration made by user that has impacted an entire service and has a workaround - Issues impacting an entire service due to application upgrades and has a work around
4 - Minor	Priority - 3 - A Infrastructure Configuration made by DevOps that has impacted a particular function in an instance	Priority - 4 - An Application configuration by DevOPS that has impacted a particular function in an instance	Priority - 4 - A product Configuration made by user that has impacted a or a few automations and/or integrations - Issues impacting a function or a service partially due to application upgrades	Priority - 4 - A product Configuration made by user that has impacted a or a few automations and/or integrations and has a workaround - Issues impacting a function or a service partially due to application upgrades and has a workaround

Impact	Definition
1 - Extensive	Impact is across all customers
2 - Significant	Impacts a particular customer
3 - Moderate	Impacts a service
4 - Minor	Impacts a service partially or a function

Urgency	Definition
1 - Critical	Infrastructure
2 - High	Application Infrastructure
3 - Medium	Product Issues
4 – Low	Product Issues which has workarounds

Notes:

1. If a service is being provided by a third party service provider, Response and Resolution timelines may vary.
2. **Response SLA** stops when ticket is moved to any state besides **New** or **Assigned**.
3. **Resolution SLA** stops when ticket is closed; pauses when ticket is **Pending Customer, Pending Vendor, or Resolved**.
4. Business Time SLAs are based on a consideration that business hours are 9:30am-5:30pm (IST for India SI partners, EST for US Partners) Monday-Friday, excluding holidays unless otherwise agreed between the parties.
5. An Actual Time metric is also available if you need to report on actual response or resolution time as opposed to business response or resolution time

3. Other Terms:

Authorized Contact: Client and HFN will agree to the authorized contacts during the initial implementation.

Escalation: Client and HFN will agree to the mutual escalation matrix during the initial implementation.

Client Obligation

HFN’s obligations to provide support are conditioned upon the Client:

1. Using the authorized Program Documentation and training material to research topics and potential resolutions prior to submitting and incident;
2. Making reasonable effort to resolve any incident after obtaining a proposed resolution from HFN;
3. Using best efforts to provide HFN, at reasonable request by HFN, with data information, assistance, materials and access to Equipment as necessary;
4. Promptly installing all patches and updates provided by HFN for the Nanoheal client software or any associated binaries;
5. Insuring all Client hardware and software meet specifications requirements noted in the HFN Program Documentation; and
6. Eliminating the potential conflict on non-HFN product interfering with Platform operation.

Additional Terms

HFN has no obligation to provide Support for issues caused by:

1. Any modification or customization of the Nanoheal Software not made by or authorized in writing by HFN.
2. The failure to provide a suitable installation environment for the Nanoheal Software and server application (for on premise deployments);
3. Use of the Nanoheal Software for other than the specific purpose for which the Software is designed;

4. Use of the Nanoheal Software in any operating environment other than one noted by HFN in the Program Documentation as appropriate for the product;
5. Any software, hardware, operating systems or other supporting software other than those specified in the Program Documentation used in conjunction with the HFN Program; and
6. Failure to incorporate any Update or Upgrade previously provided by HFN which corrected such problem.

Ticket Reporting: All tickets, incidents, service requests and change requests are required to be submitted and tracked using HFN's help desk and support portal during service hours/window. Client shall review responses and action requested.

ANNEX D

DATA PRIVACY AND SECURITY

1. DATA PRIVACY TERMS:

Client acknowledges that the Nanoheal Software Dashboard captures certain categories of information about End point devices. In general, Nanoheal Software gathers information with respect to system hardware, software network, license and patch information. Client agrees that HFN may use such information for purpose related to but not limited to: (i) improving the performance of the Software or developing updates; and (ii) verifying compliance with the terms of this Agreement and enforcing HFN's rights, including all intellectual property rights in and to the Software.

While deploying the license on the End-Users device, Nanoheal Software Dashboard may have access to "User Creation Forms". These User Creation forms are created by Client while deployment and contains information like email id and name.

Client may also, in its use of the Services, and in accordance with the Agreement determine the scope, purpose and manner in which such information may be processed by HFN. Client shall have sole responsibility for the accuracy, quality and legality of such Data and its processing. In such case, HFN shall only process the Data on documented instructions of Client in such manner as and to the extent that is appropriate for the provision of the Services except as otherwise required to comply with a legal obligation. In such a case, HFN shall promptly notify the Client of the legal obligation before processing, unless that law explicitly prohibits notification to Client.

Client shall ensure that it has all the necessary rights to provide Data to HFN for the purpose of the Agreement.

Without limiting HFN's obligation of confidentiality as described in the Agreement, HFN shall maintain appropriate industry standard administrative, technical and physical security measures to (i) protect such data against unauthorized access, disclosure and loss; (ii) ensure the proper disposal of such data (as and when requested by Client under this Agreement); and (iii) ensure that all contractors and Affiliates of HFN, if any, comply with all of the foregoing. Such process and security of Data by HFN shall be in accordance with HFN's Privacy Policy available at <https://nanoheal.com/privacy-policy>. HFN shall have the right to update such policies.

Parties agree that there will not be sharing of any personal or sensitive information under this Agreement and parties will execute applicable Data Protection Agreement or Business Associate Agreement as and when required.

Data retention and backup policy: HFN will perform and maintain data retention on its primary Server for a period of 60 days from the date of data capture and 6 months in its archive / backup.

2. OPERATION CONTROLS

Protection and Use of Protected Data

For the avoidance of doubt, as between HFN and Client, Data, Client Content, and Personal Data ("Protected Data") is deemed Confidential Information, as defined under the MSA.

2.1 Protection of Protected Data

HFN shall comply with the following obligations:

- i. Develop, implement, maintain, and monitor appropriate privacy and security policies and programs.
- ii. Non-transfer of any Protected Data without prior notice to and written consent of Client.
- iii. Assessment of risk to identify and assess reasonably foreseeable internal and external risks to security, confidentiality and integrity of records, in any form or medium, containing Protected Data.

- iv. Non-alteration or modification of its information security program that will in any way weaken or compromise confidentiality and security of any Protected Data.
- v. Segregation of Protected Data from information of HFN or its other Clients so that Protected Data is not commingled with any other information.
- vi. Providing appropriate privacy and information security training to its Representatives.

2.2 Appropriate access controls

HFN has established and enforces procedures and policies to control access to systems, media, networks, applications, services, operating systems, equipment and facilities that may process or store Protected Data. HFN will make such procedures available to Client upon a written request. It shall:

- i. limit access on a need-to-know basis to Protected Data to minimum number of HFN's Representatives who require such access in order to provide Services to Client;
- ii. encrypt, using industry standard encryption tools, all non-public records and files containing Protected Data that HFN:
 - a. transmits over public or wireless networks;
 - b. stores in any medium whatsoever; or
 - c. where, technically feasible, stores on portable devices;
- iii. house Protected Data at Secured Sites, and secure business facilities, data centers, back-up systems, paper files, servers, and computing equipment, including, but not limited to, all mobile devices and other equipments with information storage capability; and
- iv. implement network, database, device application, and platform security.

2.3 Disposal records of Data, Client Content, or Personal Data

In the event HFN disposes of any records containing Protected Data, HFN shall take all reasonable steps to destroy Protected Data or otherwise modifying the Protected Data in such records to make it unreadable, unreconstructable and indecipherable.

2.4 Connection with Client's environment

HFN agrees that:

- i. HFN shall not access, and shall not permit any other third person or entity to access Client's computing systems or networks without Client's authorization;
- ii. HFN's connectivity to Client's computing systems and networks and all attempts at same shall be only through mutually agreed methods;
- iii. HFN shall implement and maintain current industry state-of-the-art anti-malware measures:
 - a. to detect, prevent and remove malware and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to Client's databases, systems, equipment or property to or from HFN's equipment; and
 - b. to prevent spread of malware between parties which access or exchange data or software through any network connectivity; and
- iv. HFN shall not tamper with, compromise, or attempt to circumvent any physical or electronic security or audit measures employed by Client in the course of Client's business operations.

3. Material Breach

HFN's failure to comply with any of the provisions in this Exhibit shall constitute a material breach of the MSA and the provisions set forth in Termination Clause of MSA shall apply.

HFN shall promptly notify Client of any Security Incident after HFN becomes aware of it. Parties shall coordinate with each other to investigate such Security Incident in accordance with HFN's standard policies and procedures. HFN shall

use best efforts to immediately rectify any Security Incident and prevent further it in accordance with applicable privacy rights, laws, regulations and standards

SECURITY TERMS

The following information security requirements shall be applicable to HFN and HFN's management of the information systems.

1. Information security organization

HFN has established and maintains:

- a) an internal security organization which has the responsibility for all information security related responsibilities of the organization;
- b) has a written information security policy which stays relevant at any point of time and is reviewed on an annual basis and during any significant changes to the business environment;
- c) an information security awareness training program that is conducted at the time of onboarding its employees / contractors who has access to the protected data and is run as a continuous program on an annual basis to all its employees including contractors as mandatory requirements;
- d) the coverage of the information security awareness program should reflect the current security landscape; and
- e) HFN should be in a position to share the results of completion of security awareness training of the employees and it's outcomes on request as a summary.

2. HFN's information security organization should have the responsibility for handling information security requirements including:

- a) defining the information security responsibilities associated with each role within the HFN organization; and
- b) defining and ensuring segregation of duty requirements to prevent error or fraud by ensuring that at least two individuals are responsible for performing any discrete components of any task. This will also ensure that frauds or any security events cannot be committed by collision.

2 SECURITY DESIGN AND ARCHITECTURE

a) HFN will provide Cognizant with a description of the architecture and security design of any contracted services, involving Cognizant or its customer's data, prior to going live and immediately after any material change to said architecture or security design during the contracted period, which shall include the following details: the method by which Cognizant data is segregated and isolated within the HFN's environment for both dedicated and multi-tenant platforms. This includes both physical and logical isolation; and the design and architecture of any applicable integration of the HFN's Information System with infrastructure owned or leased by Cognizant. This includes Cognizant's infrastructure hosted in Cognizant's data center or its contracted hosted data center.

- b) In case if HFN is utilizing the services of third parties (sub-contracting) in providing the contracted services to Cognizant,
- i. HFN will include the relevant sub-contractor's design and architecture information when complying with this section; and
 - ii. the sub contractors should indicate the intersection details with HFN's design and architecture.
 - iii. if the information system consists of a multi-tenant platform, Cognizant data must be segregated such that it is not accessible by other tenants at any point in time;

- iv. shall ensure continuous monitoring of all systems, networks, equipment, and devices to ensure the ongoing privacy, security, integrity, availability, resiliency, and confidentiality of the processing systems, the services, and protected data; and
- v. shall constantly test, assess and evaluate the effectiveness of the administrative, technical, organization and physical controls for ensuring the security of the processing of protected data.

3 HUMAN RESOURCES SECURITY

(i) HFN shall

- a) ensure a well-defined background screening process for its employees and subcontractors, who may have access to Cognizant's information in line with the local regulations and law of the land;
- b) document and publish a formal disciplinary process applicable to all employees of HFN's organization or employees of sub-contracting agencies which will be applicable to any adverse events pertaining to information security;
- c) will maintain complete and accurate records related to the scope of engagement with Cognizant;
- d) ensure that access to Cognizant data/systems is disabled, with proper notification to Cognizant, for all employees immediately on leaving the organization or change of role. In case of any unauthorized absences, the access is to be disabled within 3-5 working days of such unauthorized absence; and
- e) agrees to indemnify, defend and hold harmless Cognizant, its affiliates and their respective officers, directors, employees and agents, from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs and expenses of every nature (including attorney's fees and expenses) arising out of breach of the terms of this Agreement, including, but not limited to any claim based on the negligence, omissions or willful misconduct of HFN or any HFN's representatives.

4 ACCESS CONTROL

- a) all access to protected data must only be on a need to know basis to authorized persons, and such access shall be limited as far as possible, to the scope of access required for the HFN's performance under this Agreement;
- b) access privileges must be based on job requirements / roles performed in the organization and shall be revoked upon termination of employment or engagement or a change in job responsibilities which results in the HFN's personnel no longer needing access to the information system or protected data. Role based access controls shall follow the principle of least privilege;
 - i) If HFN provides applications, systems or platforms, software which interlock with protected data, either in the respective premises and network or with a sub-contractor, HFN shall use a federated authentication service for accessing such protected data.
 - ii) At any point in time, HFN or its contractor should not have direct access to Cognizant or its client data which bypasses Cognizant's approved identity management process.

4.1 For some reason, if the HFN decides to use direct access to data that bypasses Cognizant's approved identity management process, then the same shall be in line with the access control requirements of Cognizant under an exceptional approval from Cognizant Chief Security Officer (CSO) or any person authorized by CSO to perform this action

- a) on request, Cognizant will share its access control Policy to HFN;

b) all access events to protected data should be logged in read only logs which are tamper proof and include (i) information about who accessed the information system, and when and how the access occurred; and (ii) separate logs for administrators and / or privileged users; and

c) the log monitoring and alerting about any nefarious activity impacting the services delivered to Cognizant or its client(s) shall be retained for a minimum period of 180 days.

4.2. Any access deviations on production related protected data should be reported to Cognizant immediately

a) the information system must be synchronized with an industry standard time synchronization source;

b) HFN shall implement and maintain, in compliance with applicable standards, user account management procedures to securely create, amend, and delete user accounts on HFN's systems, networks, equipment, and devices;

c) unless expressly stated in the Agreement, HFN shall not use any Confidential Information, received by or given access to HFN by Cognizant during the course of performing services;

d) HFN further represents and warrants to ensure best efforts and shall promptly incorporate reasonable steps, including but not limited to, administrative, technical and physical safeguards, to protect all Confidential Information and comply with requirements mandated under applicable laws & regulations and Cognizant's instructions, policies and procedures pertaining to the safeguarding, protection, privacy, security, encryption, unauthorized disclosure, breach notification and disposal of information used, maintained, and/or accessed;

e) upon Cognizant's request, for troubleshooting purposes, authorized HFN personnel shall be provided with necessary access;

f) for the avoidance of doubt, maintenance access will be provided through Cognizant controlled access;

g) direct connectivity access to the hardware or software for the provision of such maintenance shall not be provided; and

h) HFN shall support providing access to Cognizant resources as well as it's administrators to any of the scoped environment using single sign On (SSO) and / or Multi factor authentication (MFA).

4.3. HFN shall incorporate virtual private network (VPN) based access for its resources accessing HFN's IT infrastructure remotely along with multi-factor authentication

a) also, the end computing devices connecting to HFNs network remotely shall undergo checks pertaining to updating of patches and signatures before establishing a connection to the corporate network.

5 SECURITY INCIDENT RESPONSE

5.1 HFN shall

a) maintain an incident response program in compliance with applicable laws and applicable standards to respond to security incidents;

b) notify Cognizant within below timelines of becoming aware of any actual, suspected or potential security breach. Any failure of HFN to provide such notice shall be considered presumptively to be a material breach of the Agreement;

Priority Level	Priority	Target Response / Acknowledgement Time	Targeted Update Time
P1	Critical	Maximum 2 Hour Response Time	2 Hour until Containment, followed by daily updates until remediation completion
P2	High	4 Hour Response Time	Daily Updates
P3	Medium	12 - 24 Hour Response Time	Final Report
P4	Low	24+ Hour Response Time	Final Report

5.2. After providing notice of the Security incident to Cognizant as stated above, HFN shall take the following additional actions:

- identify the specific nature of the security breach and the potential implications; investigate and remediate;
- monitor the situation closely for evidence of continuing or additional security incidents;
- take prompt measures to contain and control the incident and prevent further security or privacy breaches;
- promptly use commercially reasonable efforts to remedy the circumstances that permitted the security incident to occur and the root cause and provide written assurances that the remediation meets the requirements of the applicable laws, applicable standards and the agreement;
- promptly provide Cognizant with any information and cooperation as reasonably necessary to facilitate Cognizant's compliance with any applicable laws that are implicated as a result of the security incident;
- bear all costs (and reimburse Cognizant for any costs and expenses) arising from or related to the investigation, remediation and notification of the security incident, and any fines, penalties or pecuniary harm suffered by affected individuals and costs associated with credit monitoring.
- take any other actions required of it under the Agreement. Any identified security incident shall be reported to CSIRT@Cognizant.com
- also, HFN shall keep Cognizant's security incident response notified on the actions taken to contain the incident till the Security Incident is resolved and the normalcy is restored in the below timelines.
- to provide data / artifacts / evidences for any security incident pertaining to Cognizant, based on request;
- notify Cognizant immediately (but in any event within 24 hours) of becoming aware of any actual or potential security or privacy breach;
- any failure of HFN to provide such notice shall be considered an irremediable material breach of the Agreement. HFN agrees to provide complete support towards any resulting investigation process;
- shall immediately investigate the breach and implement all measures required to fix the breach and prevent it from happening again;
- Cognizant's knowledge of, or response to, any such notice, whatever form that may take, does not affect any of HFN's obligations, or any rights of Cognizant, under the Agreement;
- If HFN fails to comply in any respect with all of these requirements, then Cognizant may immediately terminate the Agreement; and
- except as required by applicable laws, HFN shall not make (or permit any third party under its control to make) any statements concerning any security incident that references (explicitly or implicitly) Cognizant, unless Cognizant provides its express written consent.

6 CRYPTOGRAPHY

6.1. HFN will use industry standard encryption methodology prevailing at that point in time, which are legally permitted within the geography of operation and appropriate for the nature and protected data, to protect the data, which are at rest as well as in transit / motion.

- a) accessed on any HFN systems, networks, equipment and devices, or
- b) which are at rest as well as in transit / motion other than internal networks under the sole control of HFN; and
- c) this includes interconnection of Information systems between HFN's network and Cognizant's network to any level.

6.2. HFN shall

- a) encrypt Databases for applications at minimum with AES256 bit encrypted at rest;
- b) Encrypt communication between two or more applications with at the minimum of AES 256-bit encryption and the data in transit shall be protected with the encrypted connections such as HTTPS, SSL, TLs, FTPs; and
- c) if any key(s) are used for encryption Cognizant should create those encryption key(s) and possess the ownership of it.

7 Physical and Environmental Security

1. Data Centre's seating areas and facilities from where the services are delivered to Cognizant or to its customers, servers, hard copy files, backup systems, equipment and devices used to access protected data are to be secured with appropriate physical access requirements and monitored 24X7;

2. HFN should have implemented layered access control restriction based on need to have access;

- a) any access shall be provided based on request and approval basis; and
- d) trail of evidence shall be maintained at a minimum of 30 days for CCTV and 365 days for physical logs or in line with the local regulations whichever is higher.

3. HFN shall have a trail of storage media moving out of its organization premises for any replacement or to a different location; and

4. HFN shall have implemented mechanism to track assets sent out for disposal

- a) any storage media sent out for replacement shall be sanitized before it leaves the HFN's premises; and
- b) HFN will be accountable, if at any time, any data pertaining to Cognizant or its customers are disclosed both intentionally / unintentionally by the HFN; disposal / troubleshooting vendor.

8 Malware & Vulnerability Management

a) All information systems pertaining to HFN shall be free of any malware and the HFN will not introduce any malware into the Cognizant's Information Systems through any means.

b) HFN's Information Systems are subject to applicable standards protection mechanisms, to ensure, at the minimum that Malware is detected and eliminated in a timely manner (at least within 24 hours).

8.1. HFN shall

- a) use commercially available anti-malware software to scan at least annually all the IT infra components and such software should be used to scan the file systems on a periodic basis and/or upon execution.
- b) maintain controls to ensure that information systems are updated at least annually, including prompt implementation of all security patches when issued.

8.2. Technical Vulnerability Assessments.

- a) A vulnerability assessment and penetration test which produces a report including an initial technical security assessment and gaps identified must have been performed on the information system prior to connection of it with Cognizant's information system. Any identified gaps must be remediated prior to establishing such connection;
- b) vulnerability assessments and penetration tests must be performed at least once in every twelve (12) months period or when there is a material change (Architecture changes or major version gets changed) to the information system. HFN will provide Cognizant all assessment reports, plans and status on the remediation of any identified gaps. HFN shall provide Cognizant with the results of testing within (30) days of completion of testing; and
- c) Any publicly identified security vulnerabilities or vulnerabilities highlighted by Cognizant to HFN should be remediated by the HFN on priority based on Cognizant provided or mutually agreed timeline (whichever is earliest) and provide timely security updates/upgrades.

9. Audits and Compliance:

- 1. HFN will provide Cognizant an annual SOC 2 Type II report or any updated version prevailing at that point in time in line with the scope of engagement. In the absence of the above said requirements, Cognizant or its authorized third parties may, at its sole discretion, exercise the audit rights at least once in a calendar year;
- 2. HFN will provide the status of gaps reflecting in the audit reports or a remedial plan against gaps identified which includes timelines to achieve such remedies;
- 3. Any audit applicable to HFN information system will include an audit of any sub-contractor systems used in the delivery of services under the said Agreement with Cognizant;
- 4. The scope of Cognizant's audit shall cover the following and HFN shall permit Cognizant's designated auditors or inspectors or a Cognizant client or its agents (collectively known as "Cognizant auditors") to audit and inspect HFN's compliance with the security exhibit
 - a. HFN's compliance of all applicable Cognizant's policies and procedural standards prevalent at that point in time, including, but not limited to, all security provisions; and
 - b. HFN will provide complete access to its respective records, data and premises for the purpose of audit as may be required by Cognizant from time to time.
- 5. During the term of this Agreement, in regular intervals, Cognizant may ask the HFN to fill the security questionnaires, request for necessary third party certificates, and a scheduled security governance call
 - a. HFN shall duly accept such request, made with reasonable prior notice and provide necessary support.
- 6. HFN shall comply with the requirements, recommendations and controls suggested as an outcome of risk assessments and security audits conducted by Cognizant;
- 7. As part of the compliance requirements, HFN may need to define and implement new security controls and (or) enhance the existing controls within a mutually agreed timeframe; and

8. HFN will comply with all applicable laws related to the country from which the service is being delivered at all times

10. Software / Application Security

10.1. In case of the platform and application used in connection with services rendered to Cognizant, HFN:

- a) shall follow an industry standard or an equivalent Secure SDLC framework in all phases of an application lifecycle including but not limited to, requirements gathering, design, development, testing, staging and deployment phases to prevent the application from any unauthorized access etc;
- b) at its own expense, shall implement a static security code scanning process for identification and remediation of vulnerabilities for the application used to provide services to Cognizant;
- c) at its own expense, shall perform a security testing (vulnerability assessment and penetration testing) of the application and its underlying infrastructure used to provide services to Cognizant on an annual basis and share a report to Cognizant. The HFN shall take diligent efforts to remediate it;
- d) shall have appropriate processes in place to ensure any changes including but not limited to code and configuration changes to the application shall follow the organization's change control procedure;
- e) shall implement logging solution to maintain logs for access to Cognizant data or system housing it, in such a way that; and
- f) the responsible entity or user and its activities could be traced back during a security incident / investigation.
- g) System generated logs shall be maintained for a minimum period of 180 days or as per contractual / legal requirement whichever is higher and should be shared to Cognizant on request;
- h) The logs supporting any security incident / breach shall be maintained for a period of 1 year or as per applicable legal or contractual requirements.
- i) The HFN will adhere to industry standard application security requirements, including but not limited to OWASP & SANS while developing and, as applicable, maintaining the custom software;
- j) Any application / software development requirements will be developed in an environment or network, which is not connected to the internet;
- k) No codes downloaded from the internet, Open source or third party libraries shall be used in or plugged in to the application / software until appropriate vulnerability and Penetration testing are completed by HFN;
- l) All test data should be wiped out after testing is complete and should not be recoverable by any means;
- m) HFN shall not use the production data in the test environment and no UAT will be performed unless permitted by the data owner from Cognizant;
- n) HFN further represents and warrants that Goods and the Intellectual Property contained therein (if any): does not contain and Cognizant will not receive from HFN's data transmission via network or any other medium any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used in the full manner for which it was designed and created (collectively, a "Disabling Code");
- o) Notwithstanding anything to the contrary contained hereunder, for any third-party software provided by HFN to Cognizant, HFN hereby agrees to pass through to Cognizant all end-user warranties and indemnities, if any relating to such third party software;

p) To the extent that HFN is not permitted to pass any of such end-user warranties and indemnities through to Cognizant, HFN shall enforce at its expense such warranties and indemnities, if any, on behalf of Cognizant to the extent HFN is permitted to do so under the terms of the applicable third party software license; and

q) HFN's obligations set forth in this section are in addition to and not in lieu of HFN's warranty and indemnification obligations, responsibilities and liabilities with regard to such third party software.

11 Data Retention / Retrieval / Disposal

HFN shall take appropriate measures to properly dispose Cognizant's information whether such information is in paper, electronic or other form. These measures should, at a minimum include:

- burning, pulverizing or shredding of papers / tapes containing Cognizant's information so that the information cannot be read or reconstructed by any means;
- ensuring the destruction or erasure of electronic media containing Cognizant's Information in a manner that the information cannot be read or reconstructed by any means; and/or;
- ensuring that any third party who performs the activities described in (a) and (b) on behalf of HFN above does so in a manner consistent with this Section. HFN shall ensure that it does not retain Cognizant's information for longer than it needs such information to perform its obligations hereunder or as per written instructions from Cognizant.
- Upon termination or expiration of this Agreement for any reason, HFN shall not retain any information in their environment other than for the purposes of regulatory obligation and (or) requested by Cognizant to retain such protected data and shall securely return or destroy protected data (and its copies) within 90 days after termination or expiration or sooner if requested by Cognizant HFN shall provide written proof or destruction certificate of the return of destruction
- HFN shall promptly inform and take a written consent from Cognizant, to destroy such Confidential Information according to the requirements; and
- HFN shall take appropriate measures to properly dispose the available Confidential Information, whether it is in paper, electronic or other form.
- HFN should implement controls to prevent copy, transfer, upload or sharing of Cognizant information to any unauthorized location / media or recipient without express written approval from Cognizant;
- HFN shall ensure no Cognizant's information is stored in any unauthorized third party cloud storage solutions;
- HFN shall document and share the data locations, in particular for the copies of data that are made and how they are controlled and stored;
- HFN shall have controls for logical segregation of Cognizant's information from other HFN's customer information in case if the HFN services multiple customers. Access control shall be provided based on least privilege;
- HFN shall inventory and keep track of all data which are disposed by the HFN;
- Upon request, HFN will provide Cognizant access to billing and expense records relating to goods/services provided under the Agreement during normal business hours and will retain such records for a minimum of two (2) years from the date of final payment for goods / services covered by each purchase order; and
- HFN shall not store or retain any protected data except as necessary to perform the services. When requested by Cognizant, HFN shall provide, at its own cost, a copy of all Protected Data in HFN's custody.

12.1 Business continuity and Disaster Recovery

i) HFN must create and maintain a Business Continuity Plan that shall include

ii) strategy and approach to reduce the impact and recover the Services and processes within the scope of this Agreement in the event of natural and man-made disruptions/disasters.

12.2 HFN shall provide the following details to the Cognizant

- make a detailed business continuity and recovery plan available to Cognizant within 60 days of the service commencement;
- with respect to a particular service, where parties agree in the relevant statement of work to implement any business continuity and / or disaster recovery process, HFN will have requisite business continuity planning and / or disaster recovery process in place and shall also provide all reasonable assistance to Cognizant in its business continuity planning procedures;
- HFN shall consider all security requirements agreed in this Agreement during recovery strategy; and
- Any exception to the security requirement during the disaster recovery shall be explicitly approved by Cognizant.
- HFN shall share their business continuity and / or disaster recovery plan with Cognizant as and when required by Cognizant and shall provide a sign off annually by the authorized signatory of HFN on the business continuity plan questionnaire provided by Cognizant;
- HFN shall implement reasonable amount of infrastructure redundancy for network, internet, power and voice connectivity to ensure services are not interrupted;
- The HFN shall prepare a business continuity plan to ensure services can be continued in the event of any disruptions including, but not limited to, natural calamities, terrorist attacks, fire, civil unrest, network and power outages and similar events;
- HFN personnel assigned roles in the business continuity plan must receive appropriate training;
- The HFN shall
 - Test the business continuity plan on an annual basis at the HFN's own expense and the test report provided for review to Cognizant; and
 - Any gaps or deficiencies identified in the business continuity plan during such tests must be rectified within 90 days or more depending on the rectification needed, of the test and evidence of such rectification provided to Cognizant.
- The HFN shall
 - provide Cognizant with a minimum of 3 weeks of advance notification, before conducting the BCP tests; and
 - The HFN is expected to accommodate any request from Cognizant to participate/ observe such tests if deemed necessary by Cognizant.
- Cognizant reserves the right to request for changes in dates in discussion with the HFN, if it has reason to believe that the test can impact its operations.
- HFN will test and update the business continuity plan at least once annually;
- During emergency or any disruption, whether real or potential to be threatened, HFN shall notify Cognizant within 24 hours in services and processes and / or degradation of service levels as appropriate and earliest; and seek support, where needed; and
- Cognizant shall have an option to ask for a prioritization of allocation on HFN's resources for any extended support as appropriate based on the nature and type of disruption within a short but mutually agreeable notice duration for support.

13 General

13.1 Third-party (sub-contracting) requirements:

HFN shall not

- a. sub-contract or otherwise delegate all or any part of its processing of data / information to any other person or entity (Third party), without Cognizant's prior written consent; and
- b. If HFN engages services of a third party to perform all or part of the services under this Agreement, the third party providers shall agree, in a written contract to comply with the applicable standards and procedures and all the clauses mentioned in this Agreement.

13.2 Cognizant's data / information shall not be transferred to any third party, without the written permission from Cognizant, other than for the purposes of performing the Services as agreed mutually agreed to by the parties;

13.3 HFN shall remain fully liable for all acts and omissions by its subcontractors;

13.4 E-mail containing confidential information shall be sent only to authorized external domains using secured transmission required for business purpose;

13.5 HFN shall

1. ensure that only authorized mobile phones will be used to connect to HFN's network enabled with security controls such as whitelisting and VPN tunneling; and

2. ensure that, unless otherwise specifically agreed to by Cognizant on a case-by-case basis in statement of work or in writing signed by designated Cognizant personnel no personal device which is not managed by HFN will be used.

13.6 HFN represents, warrants and covenants

i) shall comply at all times with all applicable laws, codes, and regulations including the U.S. Foreign Corrupt Practices Act and applicable anti-corruption laws;

ii) will not use Cognizant's name, logo and trademark in any promotional materials or other communications with third parties without the prior written consent of Cognizant;

iii) Goods / Services will not infringe the copyrights, trademarks, patents, trade secrets or other intellectual property rights, privacy or similar rights of any person or entity; and

iv) it shall not use any information, including without limitation, Cognizant's employee related information which has been received by HFN or HFN having access to such information during the course of providing goods or performing service under the Agreement, for any other purpose other than as explicitly stated under the Agreement.

13.7 HFN shall hold all Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own confidential information of a similar nature, but not less than reasonable care;

13.8 HFN shall not use the Confidential Information for any purpose whatsoever except as expressly contemplated under the Agreement or any purchase order. HFN shall only disclose the Confidential Information to those of its employees having a need to know such Confidential Information and shall take all reasonable precautions to ensure that its employees comply with the provisions; and

13.9 Any data exchange between Cognizant and the HFN shall be only through Cognizant approved secure file transfer. This also includes interconnection of applications through API.

ANNEX – E
Nanoheal Product

<https://nanoheal.com/Nanoheal-Product-and-Services-offerings.pdf>