

Mobile Application End-User License Agreement

This Gleam Technologies Mobile Application End-User License Agreement ("**Agreement**") constitutes a valid and binding agreement between Gleam Technologies, Inc. ("**Gleam Technologies**," "**We**," "**Us**," or "**Our**") and YOU ("**YOU**," "**YOUR**," or "**YOURSELF**") governing your use of Gleam Technologies's mobile software application that enables you to communicate with your organization/school (the "**Mobile App**") through the mobile app (the "**Service**") offered on www.Gleamtechnologies.com (the "**Site**").

IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "I ACCEPT" BUTTON LOCATED AT THE END OF THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE "I DO NOT ACCEPT" BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, THE MOBILE APP WILL NOT BE INSTALLED ON YOUR MOBILE DEVICE. BY CLICKING THE "I ACCEPT" BUTTON OR USING THE MOBILE APP, YOU HEREBY WARRANT, REPRESENT, COVENANT AND CERTIFY THE FOLLOWING:

- YOU possess the legal right and ability to enter into this Agreement and comply with its terms, including authority to enter into this Agreement on behalf of YOUR employer or other organization on whose behalf YOU are using the Mobile App, and YOUR acceptance of this Agreement on behalf of such employer or entity shall be binding on such employer or organization, if applicable;
- YOU are of a lawful age in YOUR jurisdiction to enter into this Agreement and install and use the Mobile App;
- YOU will only use the Mobile App as an aid to YOUR communicating with the school/organization through the Service; YOU will properly follow all instructions and documentation provided by Gleam Technologies to YOU;
- YOU will only install the Mobile App on mobile devices for which YOU are the authorized owner or on mobile devices for which YOU have been given express permission to install the Mobile App by such mobile device owners;
- All information that YOU provide to Gleam Technologies is true and accurate, including, without limitation, YOUR identity, account information, information about any organization YOU are affiliated with, and any other related information;
- YOU shall not misrepresent YOUR association with a charitable or political organization or otherwise use the Service in such a way as to defraud individuals;
- YOU will not use the Mobile App in violation of any Federal/Central, State or local law, rule, ordinance or governmental regulation, including those governing financial services, consumer protections, unfair competition, anti-discrimination, privacy or false advertising;

- YOU agree to use this product in good faith as a free service from Gleam Technologies within 3 months of the date of accepting this agreement failing which Gleam Technologies reserves the right to cancel its service.
- YOU agree to allow specified screen space (box) for advertisement or pop up on the home page and/or all the pages in the Mobile App.
- YOU agree that the Mobile App and Service is completely free for the first year. Thereby, the server hosting fee shall be applicable.
- You agree to give the web site domain name and its control panel details. If no domain name exists with you then you need to purchase the same. If you are not interested in purchasing the domain name then Gleam Technologies will upload your backend admin panel on their sub domain with your school name as sub domain name. First year sub domain or new domain and its hosting will be free but from next consecutive year it will be charged advance as agreed as per hosting space and domain name package chosen or required for your school data.
- YOU agree that any customization made to the Mobile App or the Service is chargeable as per efforts made on mutual understanding.
- You agree to give Google or apple play store account package fee and upload fee if you wish to have your own account on both plat forms. If uploaded on Gleam play store accounts it will be totally free.
- YOU agree that the hosting/listing on Play Store or App Store shall be through Gleam Technologies account. If YOU choose to use your own account, you understand that
 - YOU will not receive any updates
 - YOU will be charged for hosting and/or maintenance.
- YOU agree not to use the Service that involve or relate to:
 - Misrepresentation of data
 - Uploading files in excess size
 - Uploading obscene picture or content
 - Miscommunication or unparliamentarily language against anyone
 - Misuse/sub lease or sell services
 - encourage, promote, facilitate or instruct others to engage in illegal activity;
 - supporting pyramid or Ponzi schemes;
 - violating applicable laws or industry regulations.

1. MOBILE APP USE REQUIREMENTS.

1.1. **Account.** To use the Mobile App, YOU will be required to install the Mobile App on mobile devices that YOU own and that meet the minimum specifications provided by Gleam Technologies. Additionally, YOU may be required to register your child or students to access and utilize the Mobile App. Maintaining Account security are very important. YOU are entirely responsible for maintaining the confidentiality of the Admin Account username and password. YOU agree to monitor YOUR Account and notify Gleam Technologies immediately if YOU believe that an Account username and/or password have been compromised. For your School Children parent's usage you need to give them training and the same will be provided to you one of your School Assigned technical person.

Note: The Application front end and backend training will be given once at Gleam Premises or any other premises that development (Gleam) company decides. Any repetitive training or additional effort in training will be charged as per effort and time.

1.2. **Updates.** Gleam Technologies may require that YOU download and install updates to the Mobile App from time to time. YOU acknowledge and agree that Gleam Technologies may update the Mobile App with or without notifying YOU and add or remove features or functions (including but not limited to Academics, Health, Nutrition, Medical camps, Cartoon movies, Educational games, Physical activities and/or exercise) to the Mobile App including at any time in its sole discretion. YOU acknowledge and agree that Gleam Technologies has no obligation to make the Mobile App available to YOU, make any subsequent versions of the Mobile App available to YOU or to continue to support the Mobile App in any way. YOU acknowledge that YOUR access to the Mobile App may not be continuous, features may change during YOUR use of the Mobile App, and Gleam Technologies may terminate YOUR access to the Mobile App or stop offering the Mobile App at any time pursuant to the TOU.

1.3. **Agreements.** YOU acknowledge that YOU may only use the Mobile App in connection with the Service provided through the Site in accordance with this Agreement, the Terms of Use located at <https://Gleam Technologies.com/legal/terms-of-service> and updated from time to time (“TOU”) and the Privacy Policy located at <https://Gleam Technologies.com/legal/privacy-policy> (“Privacy Policy”). The Privacy Policy and Terms of Use are incorporated into this Agreement by this reference. YOU further acknowledge and agree that YOUR use of the Mobile App signifies that YOU have read, understand and agree with the terms of the Terms of Use and Privacy Policy. The requirements hereunder and this Agreement may change as the Mobile App and/or Service evolves.

2. LICENSE AND RESTRICTIONS.

2.1. **License.** Subject to the terms and conditions of this Agreement and for the sole purpose of communicating with the school/organization through the Service, Gleam Technologies hereby grants YOU a limited, non-exclusive, revocable license to (i) install the Mobile App on one or more mobile devices which are owned by YOU, are under YOUR control and which meet Gleam Technologies’ minimum specifications and (ii) view, review and utilize the Mobile App and any related information provided to YOU by Gleam Technologies.

2.2. **Service Data.** YOU may be provided certain data YOU send or receive through the Service through the Mobile App from time to time (“Service Data”). YOU agree to collect, store and transmit such Service Data in a secure manner, protect the privacy of the Service Data, and comply with requests from Gleam Technologies to take reasonable action to maintain the security and integrity of the Service Data. YOU agree to use the Service Data only in association with communicating through the Service and for no other purpose.

2.3. **Third Party Software and Services.** The Mobile App may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third party software or services is subject to the terms and conditions of the applicable third party license

agreements (including, without limitation, terms of use and terms of service posted on third party websites), and YOU agree to look solely to the applicable third party and not to Gleam Technologies to enforce any of YOUR rights in relation thereto. YOU are solely responsible for all data, SMS and mobile carrier charges in connection with the mobile phones on which YOU have installed the Mobile App.

2.4. License Restrictions. Notwithstanding anything to the contrary, YOU may not: (i) remove any proprietary notices from the Service or any copy of the Mobile App; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Mobile App or the Service; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Mobile App or Service, including, without limitation, through sublicense, to any other entity without the prior written consent of Gleam Technologies; or (iv) make any false, misleading or deceptive statement or representation regarding Gleam Technologies and/or the Mobile App or Service.

2.5. No Data Mining or Harmful Code. YOU agree that YOU will not (i) obtain or attempt to obtain any information from the Service, including without limitation email of other Account holders or other Mobile App data; (ii) intercept, examine or otherwise observe any proprietary communications protocol used by the Mobile App or the Service, whether through the use of a network analyzer, packet sniffer or other device; or (iii) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan horse routing, trap door, time bomb or any other codes, instructions or third-party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, the Mobile App, the Site or the Service.

2.6. Misuse of the Mobile App and/or Service. YOU may not connect to or use the Mobile App and/or Service in any way not expressly permitted by this Agreement or the TOU. Without limiting the foregoing, YOU agree that YOU will not: (i) institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the Service or otherwise attempt to disrupt the Service or any other person's use of the Mobile App and/or Service; or (ii) attempt to gain unauthorized access to the Service, Accounts registered to other users or the computer systems or networks connected to the Service. Furthermore, YOU may not use the Mobile App and/or Service in association with, or to develop, generate, transmit or store, information that: (a) is defamatory, harmful, abusive, obscene or hateful; (b) in any way that obstructs or otherwise interferes with the normal performance of another person's use of the Service; (c) performs any unsolicited commercial communication not permitted by applicable law; (d) constitutes harassment or a violation of privacy or threatens other people or groups of people; (e) is harmful to children in any manner; (f) violates any applicable law, regulation or ordinance; (g) makes any false, misleading or deceptive statement or representation regarding Gleam Technologies, the Mobile App and/or Service; or (h) constitutes phishing, pharming or impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

3. OWNERSHIP. Gleam Technologies retains all right, title and interest in and to the original and any copies of the Mobile App, Service, Service Data and related information, improvements, enhancements or derivatives thereto and ownership of all intellectual property and proprietary rights recognized anywhere in the world pertaining thereto, in whole or in part, shall be, vest with, and remain the exclusive property of Gleam Technologies. The Mobile App, Service, Service Data and related written materials are protected

by the copyright and patent laws of the international copyright and patent treaties. YOU shall not be an owner of any copies of, or have any interest in the Mobile App, Service or Service Data that may be provided, documentation, or other information.

4. **INDEMNIFICATION.** YOU agree to defend, indemnify and hold harmless Gleam Technologies and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents, network service providers, business partners and licensors (collectively, the "**Indemnified Parties**") at YOUR expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by the Indemnified Parties arising out of or relating to (a) YOUR violation or breach of any term of this Agreement or any policy or guidelines referenced herein; (b) YOUR use or misuse of the Mobile App, Service or Service Data; or (c) any violation of data protection or privacy laws through YOUR use or misuse of the Mobile App, Service, YOUR Account or the Service Data.

5. **CONFIDENTIALITY.** YOU shall maintain in strict confidence, and not use or disclose to others during or after the term of this Agreement any non-public information, proprietary information, trade secrets, or technical data relating to the Mobile App disclosed by Gleam Technologies or otherwise obtained by YOU as a result of, or in connection with, your use of the Mobile App ("**Confidential Information**"); provided, however, these obligations shall not apply to Confidential Information which: (a) is publicly available prior to disclosure or becomes publicly available thereafter not as a result of an act or omission by YOU; (b) YOU rightfully obtain from a third party without confidentiality obligations; (c) is in YOUR possession without confidentiality obligations prior to disclosure; or (d) is approved in writing by Gleam Technologies for release.

6. **ASSIGNMENT OF FEEDBACK.** Gleam Technologies shall exclusively own and have title to all feedback, reports and test results provided by YOU and any modifications or derivatives of the Mobile App. YOU agree to assign, and do hereby irrevocably assign, to Gleam Technologies all right, title and interest in and to the foregoing, including assignment to Gleam Technologies of all ownership interest in any feedback, reporting, results, or any other related diagnostic or customer service information associated with YOUR use of the Mobile App and related written materials. The foregoing shall not apply to YOUR proprietary information, if any, disclosed to Gleam Technologies.

7. **DISCLAIMER OF WARRANTY.** THE MOBILE APP, SERVICE AND SERVICE DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. GLEAM TECHNOLOGIES MAKES NO WARRANTY OR CONDITION AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE MOBILE APP, SERVICE OR SERVICE DATA. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE MOBILE APP, SERVICE AND/OR SERVICE DATA IS AT YOUR SOLE RISK. GLEAM

TECHNOLOGIES DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE MOBILE APP, SERVICE AND/OR SERVICE DATA AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE MOBILE APP, SERVICE OR SERVICE DATA WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT MOBILE APP, SERVICE OR SERVICE DATA ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GLEAM TECHNOLOGIES, ITS AFFILIATES, LICENSORS OR BUSINESS PARTNERS (COLLECTIVELY, THE "**RELATED PARTIES**") HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOST PROFITS OR SALES, OR LOST OR CORRUPTED DATA ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE MOBILE APP, SERVICE AND/OR SERVICE DATA, EVEN IF GLEAM TECHNOLOGIES AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) THE COST OF PROCURING SUBSTITUTE PRODUCTS, TECHNOLOGY, SERVICES OR RIGHTS.

9. **TERM AND TERMINATION.** This Agreement will take effect on the date YOU click "I Accept" and download the Mobile App and will continue in effect unless terminated earlier pursuant to this Section. This Agreement may be terminated by YOU at any time by ceasing all use of the Mobile App and uninstalling the Mobile App. Gleam Technologies may terminate this Agreement at any time, with or without cause, by providing notice to YOU and/or preventing YOUR access to the Service through the Mobile App. Upon termination of this Agreement for any reason, or upon Gleam Technologies's request to YOU, YOU must immediately remove the Mobile App and Service Data from YOUR mobile devices (or other mobile devices upon which YOU have installed the Mobile App) and dispose of all originals and copies of the Mobile App and Service Data in YOUR possession. Notwithstanding termination or expiration of this Agreement, YOUR representations, warranties, covenants and certification at the beginning of this Agreement and Sections 2.3, 2.4, 2.5, 2.6, 3, 4, 5, 6, 7, 8, 9, 10 and 11 shall survive. All licenses granted hereunder shall terminate upon the termination or expiration of this Agreement. Termination shall be in addition to any rights and remedies available to either party at law or equity or under this Agreement.

10. **BINDING ARBITRATION.**

10.1. **Arbitration Procedures.** YOU and Gleam Technologies agree that, except as provided in Section 10.4 below, all disputes, controversies and claims related to this Agreement (each a "**Claim**"), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "**JAMS Rules**") and under the terms set forth in this Agreement. In the event of a conflict between the terms set forth in this Section 10 and the JAMS Rules, the terms in this Section 10 will control and prevail.

Except as otherwise set forth in Section 10.4, YOU may seek any remedies available to YOU under

federal, state or local laws in an arbitration action. As part of the arbitration, both YOU and We will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this Agreement, (i) YOU and Gleam Technologies may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND GLEAM TECHNOLOGIES WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

10.2. Location. The arbitration will take place in YOUR hometown area if YOU so notify Gleam Technologies in YOUR notice of arbitration or within ten (10) days following receipt of Gleam Technologies's arbitration notice. In the absence of a notice to conduct the arbitration in YOUR hometown area, the arbitration will be conducted in Hyderabad, unless the parties agree to video, phone and/or internet connection appearances.

10.3. Limitations. YOU and Gleam Technologies agree that any arbitration shall be limited to the Claim between Gleam Technologies and YOU individually.

YOU AND GLEAM TECHNOLOGIES AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

10.4. Exceptions to Arbitration. YOU and Gleam Technologies agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claim seeking to enforce or protect, or concerning the validity of, any of YOUR or Gleam Technologies's intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any Claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

11. MISCELLANEOUS. This Agreement may be amended only by a writing executed by both parties unless modified from time to time by Gleam Technologies and posted on the Site. The next time YOU use the Mobile App after such an update, YOU may be prompted to agree to or decline an update of this Agreement. YOU must agree to all revisions if YOU choose to continue using the Mobile App. By using the Mobile App, YOU agree to the then-current version of this Agreement as posted on the Site. If at any point YOU do not agree to any portion of the then-current version of this Agreement, YOU must

immediately stop using the Mobile App and uninstall the Mobile App. This Agreement shall be is governed by, and will be construed under, the international laws and the laws of the Republic of India, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Except as provided in Section 10 above (and claims proceeding in any small claims court), all disputes arising out of or related to YOUR use of the Mobile App, Service and/or Service Data shall be subject to the exclusive jurisdiction of the state and central courts located within Hyderabad and YOU agree to submit to the personal jurisdiction and venue of such courts. This Agreement constitutes the entire, final and integrated agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and communications, whether oral or written, between the parties relating to the subject matter hereof. Gleam Technologies reserves any rights or licenses other than those specifically granted herein. This Agreement shall not be assigned (by operation of law or otherwise) or transferred in any manner by YOU without the prior written consent of Gleam Technologies and any attempted assignment without Gleam Technologies's consent shall be null and void. YOU will comply fully with all relevant export laws and regulations of the Republic of India, including, without limitation, the Export Administration Regulations (collectively "**Export Controls**"). Without limiting the generality of the foregoing, YOU will not, and YOU will require YOUR representatives not to, export, direct or transfer the Mobile App, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls. If YOU are, or are entering into this Agreement on behalf of, any agency or instrumentality of the Indian Government, the Mobile App is "commercial computer software" and "commercial computer software documentation," and their successors, as applicable, use, reproduction, and disclosure of the Mobile App are governed by the terms of this Agreement. YOU acknowledge that a breach of this Agreement would cause irreparable injury to Gleam Technologies for which monetary damages are not an adequate remedy. Accordingly, We shall be entitled to seek injunctive relief and other equitable remedies in the event of such breach.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO INSTALL THE MOBILE APP, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS.