

Inspirova FZ LLC

Al Hamra Industrial Zone-FZ, Ras Al Khaimah, UAE | VAT No: 105204494600001

End-User License Agreement

Standard Firmware License — RF Clicker Devices (v4.2)

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IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING, INSTALLING, OR USING THE FIRMWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. BINDING AGREEMENT

This End-User License Agreement ("Agreement") is a legal agreement between the entity or person downloading or using the Firmware ("Licensee") and Inspirova FZ LLC, Al Hamra Industrial Zone-FZ, Ras Al Khaimah, UAE ("Licensor"). By using the Firmware, the Licensee agrees to be bound by the terms of this Agreement.

2. LICENSE GRANT

Licensor grants you a limited, non-exclusive, non-transferable license to use the firmware ("Firmware") solely in connection with authorized RF Clicker hardware devices or compatible third-party hardware platforms. The specific quantity of units authorized for use is governed by the applicable Purchase Order or Commercial Invoice issued to the Licensee. For the avoidance of doubt, Licensor does not supply hardware under this Agreement; the Firmware is licensed independently as a standard digital product.

3. INTELLECTUAL PROPERTY & OWNERSHIP

The Firmware is licensed, not sold. All intellectual property rights, including copyrights and trade secrets, remain the exclusive property of Inspirova FZ LLC. This license grants a "Right to Use" only; no source code or underlying IP ownership is transferred to the Licensee.

4. RESTRICTIONS

The Licensee shall not:

- Reverse engineer, decompile, or disassemble the Firmware;
- Modify, adapt, or create derivative works of the Firmware;
- Sublicense, lease, or rent the Firmware to third parties.

5. LIMITED WARRANTY

Licensor warrants for a period of ninety (90) days from the date of delivery that the Firmware will perform substantially in accordance with official technical documentation. Except for this limited warranty, the Firmware is provided "as is" without warranty of any kind.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Licensor's total aggregate liability for any claim arising out of this Agreement shall be limited to the license fees paid by the Licensee during the twelve (12) months preceding the claim. In no event shall either party be liable for indirect, incidental, or consequential damages.

7. TAX & REGULATORY DECLARATIONS (INDIA-SPECIFIC)

For Licensees located in India, this agreement serves as documentation for the following:

- **Nature of Supply:** This is a digital-only supply of standard off-the-shelf firmware delivered electronically. No physical goods are involved in this transaction.
- **No Permanent Establishment:** Licensor confirms it has no Permanent Establishment (PE) in India. This transaction does not constitute Fees for Technical Services (FTS) under the India-UAE DTAA.
- **TDS / Withholding Tax:** This payment is for a 'Copyrighted Article' without transfer of underlying Copyright. Based on the principles of the India-UAE DTAA and the Supreme Court ruling in Engineering Analysis Centre of Excellence Pvt. Ltd. vs CIT, the transaction is categorized as a non-taxable sale of a product, and TDS is not applicable.
- **Statutory Taxes:** All fees are exclusive of applicable taxes. The Licensee is responsible for 18% IGST under the Reverse Charge Mechanism (RCM) as per the Integrated Goods and Services Tax Act.

8. GOVERNING LAW & JURISDICTION

This Agreement is governed by the laws of the United Arab Emirates as applicable in the Emirate of Ras Al Khaimah. Any disputes shall be resolved via arbitration under the Dubai International Arbitration Centre (DIAC) Rules in Dubai, UAE, in the English language.

9. UPDATES & AMENDMENTS

Inspirova FZ LLC reserves the right to update or amend this EULA at any time. The most current version will always be available at inspirovalc.com. Continued use of the Firmware after any amendment constitutes acceptance of the updated terms.