SEQRITE END USER LICENSE AGREEMENT

THIS SEQRITE END-USER LICENSE AGREEMENT ("AGREEMENT") IS BETWEEN YOU AND QUICK HEAL TECHNOLOGIES LIMITED ("SEQRITE") AND GOVERNS YOUR USE OF THE SOFTWARE AND ANY SUBSEQUENT RENEWAL OF LICENSE TO THE SOFTWARE. QUICK HEAL TECHNOLOGIES LIMITED IS A COMPANY INCORPORATED UNDER THE PROVISIONS OF COMPANIES ACT, 1956 AND SEQRITE IS THE ENTERPRISE SECURITY BRAND OF QUICK HEAL TECHNOLOGIES LIMITED, WHICH SAFEGAURDS INFORMATION TECHNOLOGY (IT) ASSETS OF ENTERPRISES AND RESPONDS AGAINST CYBER ATTACKS.

IMPORTANT- READ CAREFULLY: THE SOFTWARE MADE AVAILABLE BY SEQRITE TO YOU HEREIN IS LICENSED, NOT SOLD, TO YOU. THE SOFTWARE IS DEEMED TO BE DELIVERED AND ACCEPTED BY YOU ON THE DATE IT IS MADE AVAILABLE FOR ACTIVATION. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT FROM THE ACCEPTANCE DATE. BY ACTIVATING OR USING THE SOFTWARE, YOU SIGNIFY YOUR CONSENT TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF ANOTHER PERSON OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL AUTHORITY TO BIND THAT PERSON OR ENTITY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACTIVATE OR USE THE SOFTWARE. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE LICENSE FEE PAID HEREUNDER BY YOU IS NOT REFUNDABLE UNDER ANY CIRCUMSTANCES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ON ACCOUNT OF PRICE DIFFERENCE IN THE LICENSE FEE OF THE SOFTWARE AS MAY BE LISTED FOR SALE OF SUCH LICENSE TO THE SOFTWARE OR PROCURED BY YOU FROM EITHER OF THE APPROVED SOURCE.

BETA AND TRIAL USE: If You are licensed the Software by Seqrite for evaluation purposes, Your use of the Software is permitted only in a non-production / non-commercial environment unless otherwise permitted earlier by Seqrite in writing. If Seqrite provides You access to generally available Software for limited, temporary trial use, Your use is permitted for the period limited by the License Key or by Seqrite in writing. Notwithstanding the foregoing, Seqrite, in its discretion, may end the beta or trial at any time, at which point You shall no longer have access to the Software, any related data, information, and files and You should immediately cease any further use. Furthermore, regardless of any other provision contained to the contrary in this Agreement, beta and trial versions of the Software are provided "AS-IS" without any express or implied warranty or indemnity and Seqrite shall not have any liability relating to Your use of the Software. In the event You opt for the commercialized version of the Software by paying License Fee to Seqrite, the terms and conditions of this Agreement shall apply *mutatis mutandis* to Your use of the Software.

1. **DEFINITIONS AND INTERPRETATION**
    1.1 In this Agreement, the following words and expressions shall have the following meaning:
    1.1.1 **Affiliate(s)** means, with respect to a party at a given time, an entity that then is directly or indirectly controlled by, is under common control with, or controls that party, and here "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of that entity.
    1.1.2 **Approved Source** means Seqrite or a Seqrite authorized reseller, distributor or systems integrator.
    1.1.3 **Authorized User(s)** means the individuals You authorize to access the Software, including Your employees or third parties that access the Software solely on Your behalf for Your internal operations.
    1.1.4 **Confidential Information** means any information (regardless of the form of disclosure or the medium used to store or represent it) of a party (**Disclosing Party**), including trade secrets and technical, financial or business information, data, ideas, concepts or know-how, that:

(i)   is designated as "confidential" or by similar words by the Disclosing Party at the time of disclosure and, if oral or visual, is confirmed as confidential by the Disclosing Party in writing within fifteen (15) days of disclosure; or

(ii)   the receiving party (Recipient) should reasonably have considered to be confidential under the circumstances surrounding disclosure.

1.1.5   **Customer Data** shall mean such information and data that You provide to Seqrite or that the Software may or may not collect from Your system(s), necessary for the limited purpose in connection with Your use of the Software, including Your contact information and the contact information of any co-ordinator administering the use of Software by You or Your Authorized User(s). It is expressly clarified that Seqrite does not collect any information or data which personally identifies Your Authorized Users.

1.1.6   **Derivative Work** means a work that is based on one or more pre-existing works (such as a revision, translation, dramatization, motion picture version, abridgment, condensation, enhancement, modification, or any other form in which pre-existing work may be recast, transformed or adapted) which, if created without the authorization of the copyright owner of the pre-existing work, would constitute copyright infringement.

1.1.7   **Documentation** shall mean any explanatory materials, such as user manuals, training materials, product guide, product descriptions, policies, specifications regarding the implementation and use of Software that may be provided by Seqrite with the Software. Documentation can be accessed by You at https://www.seqrite.com/resources/cat/manuals, https:// www.seqrite.com/seqrite-product-faqs and https://www.seqrite.com/resources/cat/policy.

1.1.8   **Entitlement Confirmation** shall mean one or more of the following applicable documents which further defines Your rights to the Software, Product Entitlement and any License Fee, including, but not limited to: (a) Seqrite confirmation document (including sales invoice provided to You by Approved Source) issued by Seqrite; or (b) an authorized Seqrite e-mail confirming purchase of license to the Software; or (c) an order confirmation receipt, that accompanies, precedes or follows this Agreement.

1.1.9   **Force Majeure Event** means any event beyond a party's reasonable control that, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, shortage of supply or delay in delivery by Seqrite's vendors, fire, flood, earthquake, accident, radiation, inability to secure transportation, failure of communications or energy sources, malicious damage, breakdown of plant or machinery, or default of suppliers or sub-contractors.

1.1.10 **Intellectual Property Rights** shall mean all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered, and / or any proprietary rights.

1.1.11 **License** shall mean a license granted to You under clause 2.1 of this Agreement.

1.1.12 **License Fee** shall mean such fees paid by You to the Approved Source for availing license to use the Software in accordance with this Agreement.

1.1.13 **License Key** shall mean a unique serial number that enables You to activate the Software.

1.1.14 **Open Source Software** means any royalty-free software that requires, as a condition of use, modification or distribution of the software or any other software incorporated into, derived from, distributed with the software (Derivative Software), any of the following:

(i)   The source code of the software or any Derivative Software must be released or otherwise made available to third parties;

(ii)   Permission for creating derivative works of the software or any Derivative Software must be granted to third parties; and

(iii)   Changes made to the software must be documented and disclosed when the software or any Derivative Software is being distributed.

Open Source Software includes any software that is subject to: the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, Affero GNU General Public Licenses, or any license listed on www.opensource.org/licenses .

1.1.15   **Product Entitlement** shall mean and include details in relation to the Software such as the name of respective Software licensed to You, SKU number, license detail, duration and quantity, as set forth in the Entitlement Confirmation.

1.1.16   **Seqrite Partner** shall mean a Seqrite authorized reseller, distributor or systems integrator.

1.1.17   **Seqrite Support Policy** means the Seqrite Support Policy that detail Support, available   at https://www.seqrite.com/documents/en/misc/Seqrite_Support_Policy.pdf,   as amended or updated from time to time.

1.1.18   **Software** shall mean such respective software as mentioned in the Entitlement Confirmation, that is: (a) owned by Seqrite and licensed to You or; (b) owned by Seqrite, embedded in or pre-loaded on Seqrite hardware purchased by You from Approved Source and licensed to You by Seqrite, pursuant to the terms and conditions of this Agreement; and includes any subsequent renewal of License to the Software, add-ons, additional features, functionality, Updates and Upgrades to the Software.

1.1.19   **Support** shall mean such technical support provided by Seqrite to You in relation to the Software, which may or may not be chargeable to You and as specified particularly in Seqrite Support Policy.

1.1.20   **Updates** shall mean collections of any or all virus definition files including detections and solutions for new viruses along with the corrections, improvements, modifications or add-on to the Software.

1.1.21   **Upgrades** shall mean any correction, improvement, modification or enhancements in the form of new version of the Software.

1.1.22   **You and Your** shall mean the individual or entity that is licensed or authorized to use the Software under this Agreement.

1.2 In this Agreement, unless a contrary intention appears:

1.2.1   A reference to a party includes its executors, administrators, successors and permitted assigns;

1.2.2   Headings are for ease of reference only and do not affect the interpretation or meaning of this Agreement;

1.2.3   The singular includes the plural and vice versa and words importing a gender include other genders;

1.2.4   Other grammatical forms or parts of speech of defined words or phrases have corresponding meanings;

1.2.5   A reference to a clause, paragraph, exhibit, schedule or other annexure is a reference to a clause or paragraph of or exhibit, schedule or annexure to this Agreement;

1.2.6   The words "include", "including", "such as" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation; and

1.2.7   The meaning of this Agreement shall be interpreted based on its entirety and not just isolated parts.

2. **SCOPE OF LICENSE**

2.1 **Right to use the Software:** Subject to Your purchase of a License to the Software from an Approved Source and compliance with the provisions of this Agreement, Seqrite grants You a non-exclusive, non-transferable license to use the Software and related Documentation solely for Your internal business operations, in accordance with and for the Term specified in this Agreement and supplemental terms, if any. In this Agreement, the right to use the Software includes the right to activate and access the Software. You shall not use Updates and Upgrades beyond Your Product Entitlement unless You have paid any applicable fee to the Updates and Upgrades.

2.2 **Product Entitlement and Multiple platforms / bundles:** The use of the Software depends on the licenses purchased (e.g. nodes) and is subject to the Product Entitlement. If the Software supports multiple platforms or if You receive the Software bundled with other software, the total number of devices on which all versions of the Software is installed may not exceed Your Product Entitlement.

2.3 **Term:** The license to the Software is effective for the subscription period for which You have availed the Software. Your license begins on the date the Software is made available for activation and continues until terminated or until the end of the subscription period, whichever is earlier.

2.4 **Copies:** You may copy the Software as reasonably necessary for the sole purpose of on-premise deployment and back-up of server data.

2.5 **Authorized Users:** You may allow Authorized Users to use the Software solely on Your behalf for Your internal operations. You are responsible for ensuring that Authorized Users comply with the terms of this Agreement and You are fully liable for any breach of the same by such Authorized Users. You shall provide a written notice to Seqrite in the event the Authorized Users would be using the Software on Your behalf.

2.6 **Benchmarking:** You may use the Software to conduct internal performance and benchmarking studies. You shall only publish or otherwise distribute the results of such studies to third parties provided that Seqrite has reviewed and approved of the methodology, assumptions and other parameters of the study, prior to such publication and distribution.

3. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

3.1 The Software and Documentation, all copies and portions thereof, and all Updates, Upgrades or improvements, enhancements, modifications and derivative works thereof, all Intellectual Property Rights and Derivative Works therein, are and shall remain the sole and exclusive property of Seqrite.

3.2 Your rights to use the Software and Documentation shall be limited to those expressly granted in this Agreement and any Entitlement Confirmation. No other rights with respect to the Software or any related Intellectual Property Rights are implied. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this Agreement or the Entitlement Confirmation.

3.3 Seqrite reserves all rights not expressly granted to You. Seqrite does not transfer any ownership rights in any Software. You authorize Seqrite to use any feedback and ideas You provide in connection with Your use of the Software for any purpose.

4. LICENSE RESTRICTIONS

You must not, and must not cause or allow any third party to:

(a) decompile, disassemble or reverse-engineer the Software, or create or recreate the source code for the Software;

(b) remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights notices, seal or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices in all copies You make of the Software and Documentation;

(c) lease, lend or use the Software for timesharing or service bureau purposes; sell, market, license, sublicense, distribute or otherwise grant to any person or entity any right to use the Software except to the extent expressly permitted in this Agreement; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise;

(d) modify, adapt, tamper with, translate or create Derivative Works of the Software or the Documentation; combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions or other features similar to those of the Software to compete with Seqrite;

(e) transfer or sublicense Software or Documentation to an Affiliate or any third party, except as expressly permitted in clause 14.2 (Assignment);

(f) except with Seqrite's prior written permission, publish any performance or benchmark tests or analysis relating to the Software;

(g) attempt to do any of activities in sub-clauses (a) to (e);

(h) run or operate the Software in conflict with the terms and restrictions of the Software's licensing model, other requirements specified in Product Guide or with third party products or service offerings that Seqrite has not identified as compatible with the Software;

(i) violate or circumvent any technological restrictions within the Software.

5. THIRD PARTY PRODUCTS

If You use the Software in conjunction with third-party products, You are responsible for complying with the third-party providers' terms and conditions and privacy policies, and all such use is at Your risk. Seqrite does not provide Support or guarantee ongoing integration support for products that are owned by third party or not a native part of the Software and is not responsible for the functionality of third party operating systems which may be used by the End-User for operating the Software.

6. CONFIDENTIAL INFORMATION AND DATA

6.1 **Confidential Information:** Recipient shall hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, Affiliate(s) and contractors who have a need to know such information in connection with this Agreement, and are under written confidentiality obligations no less restrictive than the terms set forth in this clause. Recipient shall be liable for any breach of this clause by its employees, Affiliate(s) and contractors. Recipient's non-disclosure obligation shall not apply to information which: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser's Confidential Information if required pursuant to a regulation, law or court order; provided that, Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser. Upon reasonable request of Discloser, Recipient shall either return, delete or destroy all Confidential Information of Discloser and certify the same n writing.

6.2 **How Seqrite uses Your Data:** Seqrite collects, processes and uses Customer Data which is necessary to provide Support, deliver, analyze, and improve the Software and as otherwise permitted, from time to time, by applicable data privacy laws (including but not limited to Information Technology Act, 2000 and Rules made thereunder), this Agreement and Seqrite's Privacy Policy, which can be accessed at https://www.seqrite.com/privacy-policy . The Customer Data collected from You is stored or retained by Seqrite for the purposes of record-keeping and renewal communication for License or any offer / scheme in relation to the Software or other products of Seqrite. Unless otherwise required by applicable law or by any competent legal authority, Seqrite does not disclose Customer Data in any circumstances whatsoever. Seqrite does not engage in transferring or

otherwise selling Customer Data to any third party. Seqrite may communicate with You over e-mail regarding the Software for legitimate purposes such as renewal of License, Software verification, Updates, Upgrades, outage information and Support. Seqrite maintains, at all times, appropriate administrative, physical and technical safeguards, which are designed to protect the security, confidentiality and integrity of Customer Data processed by Seqrite.

7. SUPPORT

The Seqrite Support Policy, which is incorporated by reference herein shall govern the Support. The Support shall be performed in accordance with the applicable data privacy laws and the terms and conditions mentioned in the Seqrite Support Policy, which can be accessed at https://www.seqrite.com/documents/en/misc/Seqrite_Support_Policy.pdf , or successor URL, and Seqrite's then-current Support policies.

8. LIMITED WARRANTY AND DISCLAIMERS

8.1 **Limited Warranty:** Seqrite warrants that, during the Term of this Agreement i.e. during the validity of Your subscription period to the Software, the Software licensed under this Agreement shall perform substantially in accordance with the Documentation (**Limited Warranty**). Your exclusive remedy and Seqrite's entire obligation and liability for any breach of the Limited Warranty is to repair or replace the Software or refund to You the price You paid for the Software if a repair or replacement of the Software would, in Seqrite's opinion, be unreasonable. The Limited Warranty is conditioned upon You providing Seqrite prompt written notice of the Software's failure to perform substantially in accordance with the Documentation.

8.2 **Exclusion of Warranty :** The Limited Warranty shall not apply if:
   (a) The Software is not used in accordance with this Agreement or Documentation;
   (b) The Software or any part of the Software has been modified by any entity other than Seqrite;
   (c) A malfunction in the Software has been caused by any equipment or software not supplied by Seqrite.

8.3 **Disclaimer of Warranties:** EXCEPT FOR THE LIMITED WARRANTY, THE SOFTWARE IS PROVIDED "AS IS" TO THE EXTENT PERMITTED BY LAW, SEQRITE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SOFTWARE AND SUPPORT, AND SEQRITE DISCLAIMS ALL OTHER OBLIGATIONS AND LIABILITIES, OR EXPRESS OR IMPLIED WARRANTIES REGARDING THE SOFTWARE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT. SEQRITE AND ITS LICENSORS DO NOT MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE THAT THE SOFTWARE SHALL OPERATE UNINTERRUPTED OR THAT IT SHALL BE FREE FROM DEFECTS OR IT SHALL MEET YOUR REQUIREMENTS.

8.4 **Commercial third party programs or components:** The Software may contain independent commercial third party programs or components and rely on them to perform certain functionality. Seqrite makes no warranty and assumes no liability as to the operation or support of any commercial third party programs or components or the accuracy of any third party information.

9. LIMITATIONS AND EXCLUSIONS OF LIABILITY

9.1 **LIMITATION OF LIABILITY:** SEQRITE'S ENTIRE AGGREGATE LIABILITY TO YOU FOR CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PAYMENTS PAID OR PAYABLE BY YOU TO APPROVED SOURCE UNDER THIS AGREEMENT OR THE APPLICABLE ENTITLEMENT CONFIRMATION, PRIOR TO THE CLAIM. IN NO EVENT SHALL SEQRITE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL

OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF REVENUE, GOODWILL OR PROFITS IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE DAMAGES WERE FORESEEABLE OR SEQRITE HAD BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH CLAIMS ARISE UNDER CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE), EQUITY, STATUTE OR OTHERWISE. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

9.2 **FURTHER LIMITATIONS:** SEQRITE'S LIABILITY WITH RESPECT TO ANY OPEN SOURCE SOFTWARE OR COMMERCIAL THIRD PARTY PROGRAM OR COMPONENT, ON WHICH THE SOFTWARE RELIES TO PERFORM CERTAIN FUNCTIONALITY, SHALL BE SUBJECT TO THE PROVISIONS OF CLAUSE 9.1 (LIMITATION OF LIABILITY).

10. INDEMNITY

10.1 **Your indemnification obligations**

You shall indemnify, defend and hold harmless Seqrite, its Affiliate(s), directors, officers, employees, distributors, resellers and representatives of each of the foregoing from and against any claim, suit, action, penalties, losses, damages, fines, costs and expense (including reasonable attorney fees) arising out of or relating to : (i) Your use of the Software in a manner not permitted by this Agreement; (ii) Your failure to comply with any applicable laws or regulations; (iii) Seqrite's compliance with any technology, instructions or requirements provided by You or on Your behalf; and (iv) Your breach of the terms and conditions of this Agreement.

10.2 **Seqrite's indemnification obligations**

10.2.1 **Intellectual Property Defense and Indemnification:** Seqrite shall defend You against any third party claim that the Software infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of Your actions) ("**Infringement Claim**") and indemnify You from the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement. The foregoing obligations are applicable only if You: (i) promptly notify Seqrite in writing of the Infringement Claim; (ii) allow Seqrite sole control over the defense for the claim, any settlement negotiations and any related action challenging the validity of the allegedly infringed patent, trademark or copyright; and (iii) reasonably cooperate in response to Seqrite's requests for assistance. You shall not settle or compromise any Infringement Claim without the prior written consent of Seqrite.

10.2.2 **Remedies:** If the alleged infringing Software become, or in Seqrite's opinion be likely to become, the subject of an Infringement Claim, Seqrite shall, at Seqrite's option and expense, do one of the following: (a) procure the rights necessary for You to make continued use of the affected Software; (b) replace or modify the affected Software to make it non-infringing; or (c) terminate the license to the affected Software and discontinue the related Support, and, upon Your certified deletion of the affected Software, refund the License Fee paid by You towards such non-confirming Software.

10.2.3 **Exclusions:** Notwithstanding the foregoing, Seqrite shall have no obligation under this clause 10.2 (Seqrite's indemnification obligations) or otherwise with respect to any claim based on: (a) a combination of Software with third party products; (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer Seqrite version would have avoided the infringement; (d) any modification to the Software made without Seqrite's express written approval; (e) any claim that relates to open source

software or commercial third party programs or components on which the Software relies for certain functionality or freeware technology or any derivatives or other adaptations thereof that is not embedded by Seqrite into Software; or (f) any Software provided on a no charge, trial, beta or evaluation basis. THIS CLAUSE 10.2 (SEQRITE'S INDEMNIFICATION OBLIGATIONS) STATES YOUR SOLE AND EXCLUSIVE REMEDY AND SEQRITE'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

11. **TERMINATION**

11.1 Seqrite may terminate Your license if You materially breach this Agreement and You fail to cure the breach within thirty (30) days of receiving Seqrite's notice of the breach. Upon termination, You must immediately delete and stop using the Software.

11.2 **End-of-Life:** Your right to use the Software, and any features of the Software, is subject to the End-of-Life Policy available at https://www.seqrite.com/documents/en/misc/Policy_End_of_Product_Life_Cycle.pdf. Upon the End-of-Life date of a Software or any feature of a Software (as described in the End-of-Life Policy), Your right to use the Software or feature shall terminate.

12. **SEQRITE PARTNER TRANSACTIONS**

If You purchase license to the Software from a Seqrite Partner: (i) the terms of this Agreement apply to Your use of the Software; and (ii) the terms of this Agreement prevail over any inconsistent provisions in Your purchase order with the Seqrite Partner.

13. **OPEN SOURCE SOFTWARE**

The Software may include components (including programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or Open Source Software licensing model (**FOSS Code**). FOSS Code components included with the Software are made available by Seqrite under the terms of the applicable FOSS Code license for such component; Your receipt of FOSS Code components from Seqrite under this Agreement neither enlarges nor curtails Your rights or obligations defined by the FOSS Code license applicable to the FOSS Code component. The list of FOSS Code licenses for FOSS Code components are included within the Software.

14. **MISCELLANEOUS**

14.1 **Relationship:** The parties are independent contractors under this Agreement and expressly disclaim any partnership, franchise, joint venture, agency, employer-employee, fiduciary or other special relationship. Neither party intends this Agreement to benefit or create any right or cause of action in or on behalf of, any person or entity other than the parties.

14.2 **Assignment:** You shall not sublicense, assign or transfer Your rights under this Agreement without prior written consent of Seqrite's authorized representative having competent authority. Any attempt by You to sublicense, assign or transfer any of Your rights, duties or obligations under this Agreement, whether directly, or indirectly by merger, acquisition or change of control, shall be null and void. In the event You violate the provisions of this clause and transfer Your rights under this Agreement to a third party, including the right to use the Software, You shall be solely liable to Seqrite for any acts and omissions of such third party in relation to such third party's usage of the Software. This shall be without prejudice to any of the rights and remedies available to Seqrite hereunder, or at law. Regardless of any other provision contained to the contrary in this Agreement, it is expressly clarified that Seqrite shall have no liability whatsoever for any claims or liabilities arising out of or related to usage of Software by such third parties as mentioned in this clause.

14.3 **Force Majeure:** Except for Your payment obligations (if any) to Seqrite in relation to this Agreement, Neither party is liable for delays or failures to perform any of its obligations under this Agreement to the extent caused by a Force Majeure Event.

14.4 **Notices:** Any notice given under or in relation to this Agreement must be in writing, signed by or on behalf of the party giving it, and addressed to Seqrite's corresponding address, or to You, at the contact information You provided when purchasing license to the Software. Notices shall be considered delivered when received if delivered by hand with receipt; the next business day after sending it by pre-paid, nationally-recognized, overnight air courier with tracking capabilities; or five (5) business days after being sent by registered or certified airmail, return receipt required, postage prepaid, to the address mentioned above.

14.5 **Waiver:** A party's failure or delay in enforcing any provision of this Agreement shall not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. A waiver of any provision of this Agreement must be in writing, specify the provision to be waived and signed by the party agreeing to the waiver.

14.6 **Severability:** If a court holds that any provision of this Agreement is invalid or unenforceable under applicable law, the court shall modify the provision to the minimum extent necessary to make it valid and enforceable or, if it cannot be made valid and enforceable, the court shall sever and delete the provision from this Agreement. The change shall affect neither the validity of the amended provision nor the validity of any other provision of this Agreement, which shall continue in full force and effect.

14.7 **Entire Agreement, Order of Precedence and Amendments:** This Agreement constitutes the entire understanding between Seqrite and You relating to its subject-matter and supersede all oral or written proposals, and all communications between the parties relating to its subject-matter. This Agreement, including all documents incorporated by reference, as well as the Entitlement Confirmation shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by You, whether or not expressly rejected by Seqrite. Seqrite reserves the right to amend any terms of this Agreement at any time. Any amendment shall be effective on the posting of an updated version at www.seqrite.com/eula.

14.8 **Seqrite Unified Threat Management (UTM) Software:** In the event You have purchased license to Seqrite UTM Software, the terms and conditions of Return Material Authorization (RMA) Policy for Seqrite UTM Hardware Appliance return shall be applicable and binding upon You, apart from this Agreement. The said RMA Policy for Seqrite UTM Hardware Appliance return can be accessed at https://www.seqrite.com/documents/en/misc/Seqrite_UTM_Return_Material_Authorization_Policy.pdf and is subject to revisions from time to time.

14.9 **Third Party Rights:** Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it, and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

14.10 **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India without reference to conflict of laws principles. The courts of Pune, India shall have the exclusive jurisdiction over all disputes arising out of or related to this Agreement or its subject-matter. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

14.11 **Additional documents and references:** References to hyperlinked terms in this Agreement are references to the terms or content linked to the hyperlink (or the replacement hyperlink as Seqrite may identify from time to time) as amended from time to time. You acknowledge that the terms or content in the hyperlink are incorporated in this Agreement by reference and that it is Your responsibility to review the terms or content in the hyperlinks referenced in this Agreement.

14.12 **Survival:** The following clauses, together with any other terms necessary for the interpretation or enforcement of this Agreement, shall survive the expiry or termination of this Agreement: Confidential Information and Data, Limited Warranty and Disclaimers, Indemnity, Limitations and Exclusions of Liability, Governing Law and Jurisdiction and Survival.