

Seqrite Endpoint Security Cloud End-User License Agreement

IMPORTANT

Please read this Seqrite Endpoint Security Cloud End-User License Agreement (hereinafter referred to as the “Agreement”) carefully before using or trying to attempt to use this Seqrite Cloud Software / Service (hereinafter referred to as “Seqrite Product or Software”). Seqrite is a proprietary trade mark of Quick Heal Technologies Limited (Formerly known as “Quick Heal technologies Pvt. Limited).

BY USING THIS SOFTWARE OR BY ACCEPTING OUR SOFTWARE USAGE AGREEMENT POLICY OR ATTEMPTING TO LOAD/INSTALL THE SOFTWARE IN ANY WAY OR USE SERVICE (SUCH ACTION WILL CONSTITUTE A SYMBOL OF YOUR CONSENT AND SIGNATURE), YOU ACKNOWLEDGE AND ADMIT THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT ONCE ACCEPTED BY “YOU” [AS AN INDIVIDUAL (ASSUMING YOU ARE Above 18 Years And/Or HAVING LEGAL CAPACITY TO ENTER INTO AN AGREEMENT), OR THE COMPANY OR ANY LEGAL ENTITY THAT WILL BE USING THE SOFTWARE (HEREINAFTER REFERRED TO AS 'YOU' OR 'YOUR' FOR THE SAKE OF BREVITY)] SHALL BE A LEGALLY ENFORCEABLE AGREEMENT BETWEEN YOU AND QUICK HEAL TECHNOLOGIES LIMITED (FORMERLY KNOWN AS QUICK HEAL TECHNOLOGIES PVT. LTD) CIN - L72200MH1995PLC091408, PUNE, INDIA (HEREINAFTER REFERRED TO AS “SEQRITE”). YOU SHALL HAVE THE RIGHTS TO USE THE SOFTWARE FOR YOUR OWN USE SUBJECT TO THE TERMS AND CONDITIONS MENTIONED IN THIS AGREEMENT OR AS AMENDED BY SEQRITE FROM TIME TO TIME. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS BELOW, DO NOT USE THIS SOFTWARE IN ANY WAY AND PROMPTLY RETURN IT TO SEQRITE.

In consideration of payment of the License Fee or subscription of service, evidenced by the Payment Receipt/Purchase Order, Seqrite grants You, a non-exclusive, non-assignable and non-transferable right for your own use only. Seqrite reserves all rights not expressly granted, and retains the Intellectual Property Rights, Proprietary Rights, title and ownership of the software, including all subsequent copies in any media or any form. This software and the enclosed documents are the property of Seqrite and are copyrighted. Copying of the software installed on the hardware is expressly prohibited.

License Fees paid to Seqrite is considered only towards a non-exclusive and non-transferable right to use “Seqrite Endpoint Security Cloud” software. Other add-on applications such as “Updates”, “Upgrades”, and so on are provided free of cost during the validity of the license.

1. Definitions

- A. **"Distributors"** means the authorized distributors, sub-distributors of Seqrite, selling Seqrite range of products, including sales through Internet.
- B. **"Device"** means the personal digital assistants, computers, smartphones, handheld devices, or other electronic devices for which the software is specifically designed (for which, system requirements have been described particularly in the user manual or on our website <https://www.seqrite.com>).
- C. **"License period"** means the period as more particularly described in this Agreement.
- D. **"Normal working hours"** shall mean 09:30 a.m. to 6:30 p.m. India Standard Time (IST) on working days and "Working Days" means Mondays to Fridays inclusive, but excluding bank and public holidays in India.

- E. **“Open Source Software”** means any Software or Software component or technology that is subject to an open source license. Open source licenses are generally licenses that make source code available for free modification and distribution, but can also apply to technology received and distributed solely in object code form. Examples of open source licenses include: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the OpenSSL License; (c) the Mozilla Public License; (d) the Berkeley App Distribution (BSD) License; and (e) the Apache License.
- F. **“Server”** means a Computer upon which the Licensed Product/Software is installed and from which other Computers receive or retrieve data. If the data is solely generated by the Licensed Product/Software, then the Computer is not considered a Server.
- G. **“Support or Technical Support”** means the Technical Assistance in order to use the Seqrite Endpoint Security Cloud, provided by Seqrite, which may or may not be chargeable to you. For more details, please refer to <https://www.seqrite.com>.
- H. **“Third Party Materials”** means App, Software, services, websites, offers and promotions or products provided by any third party and governed by Third Party Terms and Conditions.
- I. **“Third Party Terms and Conditions”** means any license agreements, terms of use, terms of service, privacy policies and other conditions established by third parties governing access to or use of Third Party Materials.
- J. **“Updates”** means collections of any or all virus definition files including detections and solutions for new viruses along with the corrections, improvements or modifications to the software.
- K. **“Upgrades”** means any correction, improvement, modification or yearly enhancements in the form of the new version of the software, which Seqrite generally releases.
- L. **“User Manual”** means the user guide, Help guide, and other documentation provided with the software, updated agreements provided on the website of Seqrite (<https://www.seqrite.com>), explanatory or other materials as provided from time to time by Seqrite.
- M. **“You”** means the **“End User”** which means:
 - i. An individual (such an individual) installing/using/legally acquiring the right to use this software on his/her own behalf and every other person (whether authorized or not by such an individual) who uses/has the possession of the device on which the software is installed and activated; or
 - ii. An organization (including but not limited to a partnership, joint venture, Limited Liability partnership, Limited Liability Company, Company of any nature, Trust, Governmental Authority, Unincorporated Organization, Association of Persons) or any person (such person) who have been authorized by such an organization to download, install, use the software, accept the Agreement on behalf of the organization and every other person (whether authorized or not by such person) who uses/has the possession of the Device on which the software is installed and activated.

2. Do's & Don'ts

- A. You can:
 - i. Before returning any unit for service, ensure to backup data and remove any confidential, proprietary, or personal information.
 - ii. Install or activate the software in a network, provided you have a valid license for this purpose.
 - iii. Avail Seqrite Endpoint Security Cloud to manage your device.

- B. You cannot:
- i. Emulate or adapt any portion of the software.
 - ii. Demonstrate, copy or sell the Seqrite software to any third party.
 - iii. Sublicense, rent, or lease any portion of the software.
 - iv. Try making an attempt to reveal/discover the source code of the software.
 - v. Debug, decompile, disassemble, modify, translate, or reverse engineer the software.
 - vi. Create derivative works based on the software or any portion thereof with sole exception of a non-waivable right granted to you by any applicable legislation.
 - vii. Remove or alter any copyright notices or other proprietary notices or statutory notices on any copies of the software.
 - viii. Reduce any part of the software to human readable form.
 - ix. Test or benchmark, or disclose or publish testing or benchmark results, without earlier written consent of Seqrite.
 - x. Use the software in the creation of data or software used for detection, blocking or treating threats described in the user manual.
 - xi. Use for unlicensed and illegal purpose.

3. Activation

- A. There are two ways of activation of Seqrite Service: 1. Purchasing for License Key for particular duration and 2. Monthly Subscription of License Key,
- B. The license rights granted under this Agreement are applicable only for duration expressly specified in the purchased license or subscription period, whichever is applicable.
- C. You can obtain the Seqrite service either by purchasing license, which shall remain valid for the period of validity of license, subject to this agreement OR You can obtain monthly subscription of Seqrite service. You can activate the Seqrite service through the Internet, data charges may apply. You may also need to reactivate the Seqrite service if you happen to re-install/de-active the Seqrite service due to any reasons in case You had purchased license. However, if You have opted for monthly subscription of service, You can keep Seqrite service suspended for a period of 30 days and thereafter said subscription shall be automatically deactivated/terminated and the product key shall become inactive. If You want to once again activate subscription, then You need to once again activate Seqrite service by activation of new product license.
- D. There are technological measures in this product that are designed to prevent unlicensed or illegal use of the product. You agree that we may use those measures. You agree that the Seqrite software may use the measures that can control and prevent piracy of software.
- E. If You modify Your device or make alterations/modifications to the software installed on the product, You may be required to repeat activation of the software or installation of license key file or may need to contact Seqrite support for help. Seqrite reserves the right to verify the validity/legality of the license and software.

4. Payment

- i. If You have purchased a License Key for particular duration, You have to pay the payment in advance.

- ii. If You choose for monthly subscription of Seqrite Service, then the Managed Service Provider (MSP) or Partner shall raise monthly invoices on or before 2nd day of each month for the services provided in previous month. You need to pay the invoice amount to Managed Service Provider (MSP) or Partner, as the case may be, within next 7 days without fail or else Managed Service Provider (MSP) or Partner shall have right to terminate/deactivate services and shall charge interest @ 24% per annum on the outstanding amount till the date of realisation.

5. License Terms & Termination

- A. You are entitled to use this software/Seqrite service from the date of purchase/license activation/subscription date till the end of the period for which the license is purchased or subscription continues. (Validity Period)
- B. You can access to cloud and use cloud services only during the period of activation of the license key, as mentioned in hereinabove.
- C. You may terminate this Agreement by deleting the Software and all copies thereof from Your System or un-subscribing the Seqrite service.
- D. In case, if You have opted for monthly subscription services, then in an event, if you kept Seqrite Services suspended for more than 30 days, at the end of 30 days, Seqrite Services shall automatically stand terminated.
- E. Seqrite may terminate this Agreement at any time without notice, if it ceases to support the Software, which Seqrite may do in its sole discretion. In addition, Seqrite may immediately terminate this Agreement with or without any notice if You violate any of the terms and conditions of this Agreement. In that event, You shall not be able to access to Your account.

6. Upon termination

- i. all rights granted to You under this Agreement will also be terminated;
- ii. You must cease all uses of the Software and delete all copies of the Software from Your System; and
- iii. Your access to Seqrite Software and Cloud services, Your account and Your End User Data will be terminated.
- iv. Termination will not limit any of Seqrite's rights or remedies at law or in equity.

7. Other Conditions

- A. You are entitled to use this software from the date of creation of Your Account on the Cloud. Your account shall be created by either Managed Service Provider (MSP) or Partner, (it is mandatory that MSP or Partner should have authorization from Seqrite/Quick Heal), or this account can be created by Seqrite Sales Team. Once Your account is created, MSP / Partner / Seqrite Sales Team shall share log – in credentials with You.
- B. You shall have to use log-in credentials for using the Product.
- C. You understand, agree, and accept that You are entitled for the updates via Internet and technical support via the telephone for the duration of the license period.
- D. You agree and understand that any unauthorized usage of this software or breach of any or all terms and conditions stated in the Agreement shall result in automatic and immediate termination of this Agreement as granted hereunder. Further, this may result in criminal and/or civil action by Seqrite and/or its agents against You including but not limited to the right to block the key file/license key/product key without any prior intimation/notice to You. No refund will be paid to You in this regard.

- E. Seqrite does not guarantee the protection from the threats more particularly described in the User Manual after the expiration of the License Period or Evaluation period or after the License to use the Software is terminated for any reason.
- F. If You have acquired the specific language localization of the software, You will not be able to activate the software by applying the activation code of other language localization.

8. Open Source Software

You hereby understand and acknowledge that the Product may be used in conjunction or aggregated with any other software under the Open Source Software (as defined above) license. The Open Source Software, if any, aggregated / combined with the Product in device, shall be governed by the terms and conditions as is mentioned in detail in the applicable Open Source Software license. Nothing in this Agreement limits your rights under, or grants You rights that supersede, any Open Source Software license. You acknowledge that by installing the same (Whether on your own or through a third party support), you have agreed to the terms of the conditions of applicable license conditions and the Open Source Software license is solely between You and the applicable licensor of the Open Source Software. All the terms of all applicable Open Source Software licenses, if any shall be binding on You and will be complied by You.

9. Support

Seqrite offers support over Phone, E-mail, Chat Web or remote session to assist you in the usage of this software. The technical support team may, at your discretion, take remote access of your computer. The availing of this support will be solely at your discretion and you are solely responsible to take backup of the existing data/software/programs in your device before availing such a support and you are liable to bear all the direct, indirect, and consequential cost associated to it. Seqrite will not be held responsible for any loss of data, any kind of direct/indirect/consequential loss or damage to data/property arising during this entire process. If at any point of time the Technical Support team is of the opinion that it is beyond their scope, it will be the sole discretion of Seqrite to suspend, cease, terminate, or refuse such support as Seqrite does not claim any warranty and/or guarantee of any kind in providing the support feature.

10. Email/Electronic Communication

Once you register the software by activating the software, Seqrite may communicate with you on the contact information submitted during the registration process through email, telephone or any other electronic communication device. The communication can be for the purpose of product renewal or product verification for Your convenience.

11. Seqrite Updates & Upgrades

As a registered user, You are entitled to receive virus database updates and version upgrade as and when released free of cost during the license period, subject to the terms and conditions mentioned herein.

12. Data Collection and Privacy

Seqrite software may collect the following information which may or may not contain any Personally Identifiable Information or Personal Data either solely for statistical purpose or enhancing and evaluating the ability, effectiveness, and performance of Seqrite's software in identifying and/or detecting the malicious behavioral pattern, inherently fraudulent websites and other Internet security threats/risks. The information may be used to provide quick and better technical support to the legitimate customers. Password entered by the end users during registration is not stored on Seqrite server. This information will not be correlated with any personally identifiable information except as herein stated and shall include, but not limited to:

- A. Any type of executable files which the software may identify having a potentially malware behavioral pattern.
- B. Any type of information relating to the status of the software.
- C. Any type of information relating to the status of the software that whether there occurred any error while installing the Software or the installation was successful.
- D. Any type of URLs of websites visited that the software deems inherently and potentially fraudulent.
- E. Any type of information that software deems potentially fraudulent, posing security risks/threats.
- F. Any type of information for identifying the Media Access Control (MAC) address of the computer on which the software has been installed.
- G. Any type of information for identifying the Internet Protocol (IP) address and information required for effective license administration and enhancing product functionality and usability.
- H. You admit that the information/data as collected above can be used for analyzing, preventing and detecting the potential Internet security risks, publishing any type of data/reports/presentations on the trends collected, sharing the data to create awareness with any organizations, vendors.

This data will be sent to Seqrite only with Your permission. This data will be collected anonymously and will not be related to any Personally Identifiable Information or Personal Data.

By using the software, You acknowledge and agree that Seqrite may collect, transmit, store, disclose and analyze such information for the purposes mentioned in its privacy policy. You declare that all the data that you provide is true and accurate and undertakes to inform Seqrite of any changes to said data. In case if any wrong information is provided You are solely liable, Seqrite is no way responsible for same.

In case if You have provided information of third party, then it is Your responsibility to obtain third parties consent and provide said consent to Seqrite.

We request Your personal information when You place an order, register a product, request a service, request for a trial copy of our software, correspond with us or engage in certain other activities with respect to our website or products. Following are the instances when we collect Your information along with the details of data collected by us:

- If You submit an order online with us, You will be asked for information needed to complete the transaction such as Your name, Organization name, address, e-mail ID, Phone number and credit card details/payment details.
- If You visit our website and register interest in our products, You will be asked for name, Organization name, e-mail ID, Phone number & postal address.
- If You visit our website and download any document related to our products, you will be asked for name, Organization name, e-mail ID, Phone number & postal address
- When You will request for registration of product, we will ask for name, phone number, source of purchase, e-mail ID & postal address
- If You request technical support by email, telephone or by remote access, we will ask You for information needed to complete the transaction such as Your registration/ license number and information about Your device hardware, software and the nature of the problem you are experiencing; and during remote access, we may ask for full control of Your device.

- If You use our Live Web Chat Service, we will ask You for information required to understand your query and provide appropriate solution. During your Live Web Chat Service, we will require Your e-mail address, activation code, license number, IP address, time and date of chats and similarly, Your chat data content shall be required to improve our service quality and resolve your query.
- If You acquire the security services for any of the Devices, we might also collect and process the following data: device ID, device serial number, device name, model number, IMSI/IMEI, the phone number, MAC address, blocked process, remote IP, device statistics and usage.
- The device information that Cloud Software obtain through the use of data collection technology, could include the device's: name or ID, serial number, MAC address, IP address, unique identifier for the device, logged username, FQDN, OS version, service packs, file path, installed applications (if any).
- While scanning or when a threat is detected, the following information may be sent to us: file name and file path, registry paths, process name, source URL, abstract file signature for suspicious Portable Executable files, files parts or file hashes (only when required by the remote scanning engines), file attributes, quarantined file names and paths and other anonymized data.
- If You use our product that integrates with your email client, some additional technical data about the mail content could be sent to us, including email sender, recipient, subject, attachments, mail server IPs, timestamp, mailbox, mailbox path, content type, domain name.
- If You have availed anti-theft feature, data related to geo-location of the device shall be processed.
- It is Your decision to proceed with any activity that requests your personal information. However, please note that if you do not wish to provide the requested information, you may not be able to complete the specific process.
- Your data mentioned hereinabove shall be retained depending on the purposes for which Seqrite use it. Seqrite will keep your Personal Information for as long as You are a registered subscriber or user of our products or for as long as Seqrite have another business purpose to do so or till the time as required by law.

For more details on Privacy Policy, please visit our [Privacy Policy](#) page.

13. How Seqrite Uses this Information

Seqrite uses Your personal information:

- To create better products and services to meet Your needs.
- To enable the features which You have availed.
- To help you purchase and download products, obtain access to services or otherwise engage in activities You select.
- To help You to introduce You to products or services that may be of interest to You or to provide customer support.
- To assist and co-ordinate with investigation agencies.
- To provide better/adequate/fast support over the telephone, email, fax, etc.

Please be advised that Seqrite may disclose your personal information if legally required to do so by government agencies or law enforcement bodies.

Seqrite is using the collected data as set out above for the purpose of optimizing the functionality of Seqrite's Software. Similarly, Seqrite may transfer collected data to Seqrite Group in countries that may have less protective data protection laws than the region in which You are situated (including in the India, United States and the European Union), but Seqrite has taken steps so that the collected information, if transferred, receives an adequate level of protection.

14. Security

Seqrite have taken security measures, consistent with international information practices, to protect These measures include technical and procedural steps to protect Your data from misuse, unauthorized access or disclosure, loss, alteration or destruction. Credit card information is transmitted using secure socket layer (SSL) encryption.

The personal information that You have shared with Seqrite / Quick Heal may be transferred to other offices of Quick Heal Technologies Ltd. around the world. Also, in certain countries our outside contractors might undertake the collection, transferring, storage and processing of your information.

In case, if You have transmitted or stored any Data through the Online Backup Feature / on Cloud will be transferred to and stored in servers located in countries that may have less protective data protection laws than the country in which You are located (including without limitation the India). These servers are owned and maintained by a third-party processor and to safeguard Your Data, Seqrite has required them to enter into contract.

15. Indemnification

- A. You expressly understand, admit, agree, and warrant that in no event shall Seqrite and/or any of its directors, employees, agents, partners, distributors be liable from any and against all claims, expenses, suits, costs, demands, judgments whatsoever made by you and/or any third party for any direct, indirect, incidental, special, punitive, consequential and/or exemplary damages including, but not limited to damages for loss of business/profits, damages for loss of confidential/other information, failure to meet any statutory duty/duty of reasonable care/duty in good faith, economic/notional loss, loss for business interruption, goodwill, damage and loss of data or programs, or other intangible losses (even if Seqrite has been advised of the possibility of such damages), to the fullest extent permissible by law :
- i. Arising due to your usage of this software;
 - ii. Arising out of your use of Open Source Software or Third Party Software;
 - iii. Your negligence or inability of using the software or support;
 - iv. Any dispute between you and third party with respect to availing this software;
 - v. Your violation of any rights of any other individual and/or entity;
 - vi. Your breach of the Agreement;
 - vii. Your violation of any provisions under any laws/statutes/acts in India or abroad;
 - viii. The failure of Seqrite to provide support service or any other service/information.
- B. This limitation will apply to all causes of action whether arise in equity or tort, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and hereby release Seqrite and/or its directors, employees, agents, distributors from any and all obligations, liabilities in excess of the limitation stated herein.

In the event, Seqrite and/or its directors, agents, employees, distributors are found liable, you understand and accept that the liability of Seqrite and/or its directors, agents, employees, distributors shall be limited only up to and not exceed in any case the License Fee incurred by you in acquiring the software from Seqrite or its distributors/agents. This Clause shall survive the termination of this Agreement.

16. Limited Warranty

A. Media Warranty

As the only warranty under this Agreement, and in the case of accident, abuse or misapplication, Seqrite warrants to the original Licensee only, that the disc(s) on which the software is recorded is free from defects in the materials and workmanship under normal use and service for a period of thirty (30) days from the date of payment as evidenced by a copy of the payment receipt. Seqrite's only obligation under this Agreement is at Seqrite's option, to either (a) return payment as evidenced by a copy of the receipt or (b) replace the disc that does not meet Seqrite's limited warranty and which is returned to Seqrite with the copy of the receipt.

B. Performance Warranty

The software provided by Seqrite is "AS IS" and "AS AVAILABLE" without warranty of any kind, expressed or implied, including but not limited to the implied warranties of merchantability, fitness, usage, performance, satisfactory quality, integration, applicability for a particular use and any other warranties are disclaimed to the fullest extent permissible pursuant to the applicable law.

Seqrite does not warrant, make any representations that the software will work uninterrupted, timely, secure or error-free or shall meet any or all your requirements whether disclosed to Seqrite or any of its directors, agents, distributors and employees. The entire risks, faults as to performance of the software, the responsibility for selecting the software to achieve your intended results, the results obtained from the software shall be assumed by You.

You understand and accept that the software will substantially perform according to the specifications, descriptions stated in the user manual, as updated from time to time, subject to the following and Seqrite expressly disclaims any and all liabilities arising from the following circumstances:

- i. incompatibility caused by any software and/or hardware components installed on your device;
- ii. any actions initiated by You or by third parties which were beyond the control of Seqrite;
- iii. any failures, malfunctions, defects resulting from abuse, improper installation, theft, misuse, accident, operation or maintenance, acts of God, alteration, power failures, casualty, repairs made by any other party than Seqrite, alterations, neglect, non-permitted modifications, acts of terrorism, vandalism;
- iv. the deficiencies, defects in Your device and related infringements;
- v. Your violations of the terms and conditions described in the user manual or in this Agreement.
- vi. Inability of Seqrite support service to provide uninterrupted support, in a timely manner, or inability to meet any or all of your support requirements.

C. Third-Party Website Links

This software may include links to the third-party websites; you may redirect to such third-party websites as the user of this software. The third-party sites are not under the control of Seqrite and Seqrite is not responsible for the content of any third-party websites to you only for your convenience and Seqrite is not responsible for any kind of loss / damage arising out of it and the access to or any other act on such third party links shall be entirely at your risk. You understand and accept that the software will provide protection to your device after activation / sign up of the said software, until the deactivation of subscription or trial period or uninstallation, whichever due to action/inaction of End user or third party during the period of activation.

Seqrite does not and cannot control the flow of data to or from Software/cloud and other portion of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties at times, actions or inaction of such third parties can impair or disrupt Your connections to the internet (or portions thereof). Although Seqrite will use commercially reasonable efforts to take actions if deems appropriate to remedy and avoid such events, Seqrite cannot guarantee that such events will not occur. Accordingly, Seqrite disclaims any and all liability resulting from or related to such events.

17. General Disclaimers

- A. You agree, accept, and acknowledge :
- i. That you are solely responsible for the configuration of the software, settings, and the actions or inactions that result from such actions and Seqrite shall not have and shall assume no liability/responsibility in any case and the [Clause of Indemnification](#) shall be applicable.
 - ii. That Seqrite shall not have and shall assume no liability/responsibility for any data deletion, including but not limited to any deletion/loss of personal, and/or confidential data; and/or uninstallation of third-party apps; and/or change in settings; from your system / server / cloud specifically authorized by you or occurs due to the actions, inactions (whether intentional or not) by you or any third party whom you have authorized to use, handle your device due to features of this software.
 - iii. That to avail/use certain features of the software such as updates and upgrades, you may be required to incur certain costs and that Seqrite does not warrant that the usage of certain features of the software are free of cost and that Seqrite shall not entertain and expressly disclaims, any claim for reimbursement of any expenses including but not limited to any direct or incidental expenses arising out of your usage of such features of this software.
 - iv. That you are solely responsible and shall comply with all applicable laws, regulations of India and any applicable foreign/trans-national laws including without limitation, privacy, data protection, obscenity, confidentiality, copyright laws for using any report, data, information derived as a result of using this software.

18. Intellectual Property

The software, source code, activation code, license keys, documentation, systems, ideas, information, content, design, and other matters related to the software and trademarks are the sole proprietary and intellectual property rights of Seqrite protected under the Intellectual Property Laws and belongs to Seqrite. Subject to certain terms mentioned in respective open source license where used by Seqrite, nothing contained in this Agreement grants you or is intended to grant you any rights, title, interest to intellectual property, including without limitation any error corrections, enhancements, updates, or modifications to this software whether made by Seqrite or any third party. You understand and acknowledge that you are provided with a license to use this software subject to the terms and conditions of this Agreement.

This Software may include certain third party components which are governed by the license agreements executed between Seqrite and the respective third party owners. [The third party components licensed under terms of the certain agreement requires Seqrite to disclose that Intellectual Property rights and ownership rights shall remain with Seqrite and/or its technology licensing partners respectively. Even if such third party components are governed by respective agreements/contracts, the disclaimers and the limitations shall apply as mentioned in this End User License Agreement (EULA).]

All the title, ownership and all rights including Intellectual Property rights of the Third Party shall rest with the concerned Third Party only and the User shall also be liable to comply with their License Terms. Where applicable, such third party will be beneficiary of this EULA.

19. General

- A. **Force Majeure.** Seqrite shall not be liable for any delay or failure to fulfil its obligations hereunder that results from an act of God, war, civil disturbance, government policies, or other cause/s beyond its control. Provided that Seqrite shall endeavour to complete the obligation within a reasonable period after happening of any event as covered under such force majeure.
- B. **Legal Jurisdiction.** This agreement and any matter relating thereto shall be subject only to jurisdiction of the Courts at Pune, India and shall be interpreted as per the terms of the law/s for the time being in force in India. Any dispute which may arise out of this Agreement, breach of terms and conditions under this Agreement, shall be settled by direct negotiations between you and Seqrite. In the case of failure to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to any arbitrators appointed by Seqrite. The venue of arbitration shall be Pune. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and Indian Laws and shall be conducted in the English language. The arbitrators shall also decide on the costs of the arbitration proceedings. To the extent possible, after the commencement of any arbitral proceedings, the parties thus engaged shall continue to perform their respective obligations under this Agreement. The provisions of this Clause shall survive termination of this Agreement. Subject to the provisions of this Clause, the Courts in Pune, India shall have exclusive jurisdiction and the parties may pursue any remedy available to them at law or equity.
- C. **Complete Agreement.** This Agreement comprises the entire agreement between the parties regarding the subject matter, and supersedes any proposals, communications or advertising, oral or written, with respect to the software or subject matter of this Agreement. You shall be bound by any and all clauses of the Agreement updated and displayed on the website of Seqrite at <https://www.seqrite.com> from time to time. The Agreement displayed on the website will be the finally concluded and binding agreement between you and Seqrite for all legal purposes which include your each activation, reactivation, and renewal of this software. In case of any dispute/queries arising out of any translated versions of this Agreement, Seqrite hereby expressly specifies and confirms that the English version as displayed on the website will be final for interpretation and the terms used, meaning conveyed in the English version will be authoritative and binding. Any waiver by either party of any violation of any provision of this Agreement by the other party will not be deemed to waive any other violation of the same or any other provision.
- D. **Severability.** If any of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent.

- E. **Survival.** The Clauses in this Agreement including not limited to rights to License Fees, “Indemnification”, “Limited Warranties & Disclaimers” and “Intellectual Property” shall survive expiration or termination of this Agreement.
- F. Subject to certain terms mentioned in respective open source license where used by Seqrite, You cannot assign your rights or delegate duties or obligations under this Agreement. The failure to exercise or delay in exercising a right or remedy by Seqrite under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any prior, concurrent or subsequent right or remedy.
- G. The section numbers and headings are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.
- H. Seqrite reserves the right to amend this End-User License Agreement from time to time and will keep updated on its website at <https://www.seqrite.com> and it would be binding on the end users. This is an essence of the agreement and use of this software.
- I. Seqrite reserves the right to co-operate with any legal process and may provide documents, information related to your usage of this software and your general usage of the device.

20. Third-Party Licenses

The software may include certain components, developed and owned by the some third parties, which are governed by license agreements executed between Seqrite and the respective third party owners. Additional restrictions applicable under the Open Source Software license, as well as third party software license agreement, which are not specifically mentioned in this EULA, will be applicable.

21. Open Source Software (OSS) Licenses

- A. This software may also include some software programs, codes, and content that are licensed or sublicensed to the user under the open source software (OSS) licenses.
- B. The software programs, code and content that Seqrite may use in its software may fall in any of the following OSS licenses. Seqrite may update this list from time to time.

[Open Source Software \(OSS\) Licenses](#)

Note: For General Data Protection Regulation (GDPR) Compliance and Data Protection Policy, please refer to our Privacy Policy.

In case, if there is conflict in Data Privacy clause in EULA and Privacy Policy; Privacy Policy shall prevail.

--End--