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1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meaning. Except as otherwise provided in this Agreement, technical terms commonly used in the industry will so be construed.

1.1.1 **Affiliate(s)** shall mean, 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** shall mean Seqrite or a Seqrite authorized reseller, distributor systems integrator.
- 1.1.3 **Authorized User(s)** shall mean the individuals You authorize to access the Software or Cloud Offerings, including Your employees or third parties that access the Software or Cloud Offerings solely on Your behalf for Your internal operations.
- 1.1.4 **Cloud Offerings** shall mean the hosted software-as-a-service offering or other cloud enabled feature of the Software that Seqrite provides to You as specified in the Entitlement Confirmation (*defined hereinafter*) and may also include the Software.
- 1.1.5 **Cloud Offerings' Subscription Period** shall mean the period for which You have purchased the right to use and access the Cloud Offerings in accordance with this Agreement.
- 1.1.6 **Confidential Information** shall mean 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.
- 1.1.7 **Customer Data** shall mean such information and data that You provide to Seqrite or that the Software or the Cloud Offerings may or may not collect from Your system(s), necessary for the limited purpose in connection with Your use of the Software or the Cloud Offerings, including Your contact information and the contact information of any co-ordinator administering the use of Software or the Cloud Offerings by You or Your Authorized User(s).
- 1.1.8 **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 or Cloud Offerings that may be provided by Seqrite with the Software or Cloud Offerings. 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>.
- 1.1.9 **Entitlement Confirmation** shall mean one or more of the following applicable documents which further defines Your rights to the Software or Cloud Offerings, Product Entitlement and any License Fee or Subscription 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 Subscription to the Cloud Offerings; or (c) an order confirmation receipt, that accompanies, precedes or follows this Agreement.
- 1.1.10 **Force Majeure Event** shall mean 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, pandemic, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, earthquake, accident, radiation, inability to secure transportation, malicious damage.
- 1.1.11 **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.
- 1.1.12 **License** shall mean a license granted to You under clause 2.1 of this Agreement.

- 1.1.13 **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.
- 1.1.14 **License Key** shall mean a unique serial number that enables You to activate the Software.
- 1.1.15 **Open Source Software** means any software that is licensed under open source license terms that require as a condition of use, modification or distribution of a work: (i) the making available of source code or other materials preferred for modification, or (ii) the granting of permission for creating derivative works, or (iii) the reproduction of certain notices or license terms in derivative works or accompanying documentation, or (iv) the granting of a royalty- free license to any party under IPR regarding the work or any work that contains, is combined with, requires or otherwise is based on the work. 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 other license that is considered “free” or “open source software” by the open source foundation or the free software foundation.
- 1.1.16 **Product Entitlement** shall mean and include details in relation to the Software or Cloud Offerings such as the name of respective Software licensed to You, SKU number, license detail, duration and quantity, particulars of Subscription (*defined hereinafter*) availed by You, as set forth in the Entitlement Confirmation.
- 1.1.17 **Seqrite Product Specific Terms** shall mean additional product related terms applicable to specific Software or Cloud Offerings, available at <https://www.seqrite.com/documents/en/misc/seqrite-product-specific-terms.pdf>, and as amended or updated from time to time.
- 1.1.18 **Seqrite Partner** shall mean a Seqrite authorized reseller, distributor or systems integrator.
- 1.1.19 **Seqrite Support Policy** shall mean the Seqrite Support Policy that detail Support, available at <https://www.seqrite.com/documents/en/misc/Seqrite Support Policy.pdf>, and as amended or updated from time to time.
- 1.1.20 **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.
- 1.1.21 **Software Subscription Period** shall mean the period for which You have been licensed to use the Software in accordance with this Agreement.
- 1.1.22 **Subscription** shall mean a subscription to the Cloud Offerings availed by You under clause 2.2 of this Agreement.
- 1.1.23 **Subscription Fee** shall mean such fees paid by You to the Approved Source for availing right to access and use the Cloud Offerings in accordance with this Agreement.
- 1.1.24 **Support** shall mean such technical support provided by Seqrite to You in relation to the Software or Cloud Offerings, which may or may not be chargeable to You and as specified particularly in Seqrite Support Policy.
- 1.1.25 **Updates** shall mean collections of any or all virus definition files including detections and solutions for new viruses along with the corrections, improvements, modifications, revisions, patches, fixes, maintenance packs, add-on to the Software and so forth.
- 1.1.26 **Upgrades** shall mean any correction, improvement, modification or enhancements in the form of new version of the Software.

- 1.1.27 **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. Any Updates and Upgrades that You may receive become part of the Software and the terms and conditions of this Agreement apply to them.
- 2.2 **Right to access the Cloud Offerings:** Subject to your purchase of a Subscription of the Cloud Offerings from an Approved Source and compliance with the provisions of this Agreement, Seqrite grants You a non-exclusive, non-transferable , worldwide license to access and use the Cloud Offerings and related Documentation solely for Your internal business operations, in accordance with and for the Cloud Offerings Subscription Period specified in this Agreement and supplemental terms, if any. Your access and use of the Cloud Offerings is subject to the Product Entitlement as stated in the Entitlement Confirmation. You must have an active Subscription to the Cloud Offerings in order to continue to receive access and use the Cloud Offerings.
- 2.3 **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.
- 2.4 **Term:** The license to the Software is effective for the Software Subscription Period. Your License begins on the date the Software is made available for activation and continues until terminated or until the end of the Software Subscription Period, whichever is earlier. The right to access and use the Cloud Offerings is effective for the Cloud Offerings’ Subscription Period. Your Subscription begins on the date You are granted access to the Cloud Offerings and continues until terminated or until the Cloud Offerings’ Subscription Period, whichever is earlier.
- 2.5 **Access Software:** If Seqrite provides Software to You to access the Cloud Offerings, You must access the Cloud Offerings with that Software. Such Software is provided to You subject to the terms and conditions of this Agreement.

- 2.6 **Copies:** You may copy the Software as reasonably necessary for the sole purpose of on-premise deployment and back-up of server data.
- 2.7 **Authorized Users:** You may allow Authorized Users to use the Software or Cloud Offerings 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 prior written notice to Seqrite in the event the Authorized Users would be using the Software or Cloud Offerings on Your behalf. You shall remain responsible for all use of the Software and Cloud Services by the Authorized Users.
- 2.8 **Right to use Customer Data:** Notwithstanding anything contained to the contrary in this Agreement, You grant Seqrite a non-exclusive, royalty free license to access and use the Customer Data as necessary during the Cloud Offerings' Subscription Period and such other limited duration (which Seqrite may communicate to You), if required in relation to Your usage of the Cloud Offerings, after the expiry or termination of this Agreement : (i) for Seqrite to solely provide the Cloud Offerings and Support to You during the Cloud Offerings' Subscription Period; and (ii) for solely administering this Agreement, including assuring that the right number of subscriptions and/ or user accounts have been issued. Upon conclusion of the Cloud Offerings' Subscription Period, You as a tenant will be fully off-boarded and Your data shall be erased completely. Except as expressly mentioned in this Agreement, Seqrite does not make or retain any back-up copies anywhere in the cloud of the Cloud Offerings.
- 2.9 **Benchmarking:** You may use the Software or Cloud Offerings 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.
- 2.10 **Verification:** Seqrite reserves the right to use such means and verification procedures to verify the validity of the License or Subscription and legality of the copy of the Software installed and used on your device / computer. The Software or Cloud Offerings can transmit license information needed to confirm the legitimacy of the Software or Cloud Offerings to Seqrite.
- 2.11 **Representations and Warranties:** You represent and warrant that all information that You provide to Seqrite is accurate, complete and correct and that You have the right to provide such information to Seqrite in connection with Your access to and use of the Software or Cloud Offerings.

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4. LICENSE RESTRICTIONS

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

- (a) decompile, disassemble or reverse-engineer the Software and Cloud Offerings, or create or recreate the source code for the Software and Cloud Offerings;
- (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, Cloud Offerings or Documentation; or fail to preserve all copyright and other proprietary notices in all copies You make of the Software, Cloud Offerings and Documentation;
- (c) lease, lend or use the Software and Cloud Offerings 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 and Cloud Offerings except to the extent expressly permitted in this Agreement; or use the Software and Cloud Offerings 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) emulate, clone, exploit, modify, adapt, tamper with, translate or create derivative works of the Software and Cloud Offerings or the Documentation; combine or merge any part of the Software and Cloud Offerings or Documentation with or into any other software or documentation; or refer to or otherwise use the Software and Cloud Offerings 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 and Cloud Offerings to compete with Seqrite;
- (e) transfer or sublicense Software and Cloud Offerings 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 and Cloud Offerings;
- (g) not provide the activation code and License Key to third parties or allow third parties access to the activation code, and License Key and deemed confidential data of Seqrite;
- (h) not reduce any part of the Software and Cloud Offerings to human readable form;
- (i) not make any false or inaccurate representations to any person concerning the Software and Cloud Offerings;
- (j) run or operate the Software or access and use Cloud Offerings in conflict with the terms and restrictions of the Software's or Cloud Offerings' 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 or Cloud Offerings;
- (k) violate or circumvent any technological restrictions within the Software and Cloud Offerings. Any such unauthorized use of the Software or Cloud Offerings shall result in immediate termination of this Agreement and the License or Subscription granted hereunder and may result in criminal and civil prosecution against You;
- (l) store or transmit any content through Cloud Offerings that is unlawful, pornographic, obscene, indecent, harassing, racially or ethnically offensive, harmful, threatening, discriminatory or defamatory, facilitates or promotes illegal activity, infringes any third party intellectual property rights or is otherwise inappropriate ("**Prohibited Content**"). Seqrite reserves the right to remove content from the Cloud Offerings immediately without prior notice where it reasonably suspects that such content is Prohibited Content.
- (m) intentionally interfere with other customers' access to, or use of, the Cloud Offerings, or with its security; (b) facilitate the attack or disruption of the Cloud Offerings, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) cause an unusual spike or increase in Your use of the Cloud Offerings that negatively impacts the Cloud Offering's operation; or (d) submit any information that is not contemplated in the applicable Documentation.

5. THIRD PARTY PRODUCTS

If You use the Software or Cloud Offerings 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 solely 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 or Cloud Offerings and is not responsible for the functionality of third party operating systems which may be used by the End-User for operating the Software or accessing the Cloud Offerings.

6. CONFIDENTIAL INFORMATION, INFORMATION COLLECTION AND CUSTOMER 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 in writing.
- 6.2 Information Collection:** When activating the Software by the activation code or accessing the Cloud Offerings, to collect statistical information on the distribution and use of the Software or Cloud Offerings, You agree to provide the following information during the use of the Software or Cloud Offerings automatically:
- 6.2.1** The version of the installed Software, including the Updates, installation ID and information about current License;
 - 6.2.2** The operating system version;
 - 6.2.3** Identifiers of the Software components that are active at the time of information provision.
 - 6.2.4** To improve (i) security awareness about new threats and their sources and (ii) Your security protection level, Seqrite, with Your consent may collect information regarding threats, security information and allied computer / device environmental information for the cloud offerings of Seqrite. You further acknowledge and agree that any information voluntarily provided by You to Seqrite, can be used to track and publish reports on security risk trends in Seqrite's sole and exclusive discretion.
- 6.3 Collection of User Journey Telemetry Data and Feature Level Telemetry Data:** For the purpose of improving the features and functionality of the Software or Cloud Offerings, You hereby authorize and explicitly consent Seqrite's collection of certain statistical data on anonymous basis in connection with : (i) Your specific usage, deployment, preferences and user experience regarding the Software or Cloud Offerings ("**User Journey Telemetry Data**"); and (ii) identifying technical parameters associated with the Software or Cloud Offerings ("**Feature Level Telemetry**"). For the avoidance of doubt, it is clarified that any collection of User Journey Telemetry Data and Feature Level Telemetry Data shall neither include any passwords, scripts, personally identifiable, confidential, or sensitive information nor shall it be otherwise used to identify You or Your Authorized Users.
- 6.4 How Seqrite uses Your Data:** Seqrite collects, processes and uses Customer Data which is necessary to provide Support for the Software or Cloud Offerings; and to deliver, analyze, improve the Software or Cloud Offerings, its functionalities 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

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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. The Customer Data, as required to provide Support, shall be used by support specialists of Seqrite only when processing your requests for Support.

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 Software Subscription Period or Cloud Offerings Subscription Period, as the case maybe, the Software or Cloud Offerings 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 Cloud Offerings or refund to You the prepaid fee prorated for the unused duration of the Software Subscription Period or Cloud Offerings Subscription Period 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 or Cloud Offerings' failure to perform substantially in accordance with the Documentation.

8.2 **Exclusion of Warranty :** The Limited Warranty shall not apply if:

- (a) The Software or Cloud Offerings are not used in accordance with this Agreement or Documentation;
- (b) The Software or Cloud Offerings or any part thereof has been modified by any entity other than Seqrite;
- (c) A malfunction in the Software or Cloud Offerings has been caused by any equipment or software not supplied by Seqrite or incompatibility caused by hardware and software components installed on Your device / computer.

8.3 **Disclaimer of Warranties:** EXCEPT FOR THE LIMITED WARRANTY, THE SOFTWARE AND CLOUD OFFERINGS ARE PROVIDED "AS IS" TO THE EXTENT PERMITTED BY LAW, SEQRITE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SOFTWARE, CLOUD OFFERINGS AND SUPPORT, AND SEQRITE DISCLAIMS ALL OTHER OBLIGATIONS AND LIABILITIES, OR EXPRESS OR IMPLIED WARRANTIES REGARDING THE SOFTWARE AND CLOUD OFFERINGS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT SATISFACTORY QUALITY OR INTEGRATION. YOU ASSUME ALL FAULTS, AND THE ENTIRE RISK AS TO PERFORMANCE AND RESPONSIBILITY FOR SELECTING THE SOFTWARE OR CLOUD OFFERINGS TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE OR CLOUD OFFERINGS. WITHOUT LIMITING THE FOREGOING PROVISIONS, SEQRITE DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE THAT THE SOFTWARE OR CLOUD

OFFERINGS SHALL OPERATE UNINTERRUPTED OR THAT IT SHALL BE FREE FROM DEFECTS OR OTHER FAILURES OR THAT IT SHALL MEET ANY OR ALL OF YOUR REQUIREMENTS, WHETHER OR NOT DISCLOSED TO SEQRITE.

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9. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 9.1 **LIMITATION OF LIABILITY:** SEQRITE'S ENTIRE AGGREGATE LIABILITY TO YOU FOR ANY CLAIM OR LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PAYMENTS PAID BY YOU (AT THE TIME OF PURCHASE) TO APPROVED SOURCE UNDER THIS AGREEMENT OR THE APPLICABLE ENTITLEMENT CONFIRMATION. IN NO EVENT SHALL SEQRITE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF REVENUE, GOODWILL OR PROFITS OR CONFIDENTIAL INFORMATION OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION, DAMAGE AND LOSS OF DATA OR PROGRAMS, DUTY OF GOOD FAITH OR DUTY OF REASONABLE CARE, ECONOMIC LOSS, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR CLOUD OFFERINGS, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, INFORMATION, SOFTWARE, CLOUD OFFERINGS AND RELATED CONTENT THROUGH THE SOFTWARE, CLOUD OFFERINGS OR OTHERWISE ARISING OUT OF THE USE OF SOFTWARE OR CLOUD OFFERINGS, OR OTHERWISE UNDER OR 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 CLAIM OR LIABILITY 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 OR CLOUD OFFERINGS 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, licensors, 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 or Cloud Offerings 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 or Cloud Offerings infringes any registered 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 or Cloud Offerings 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 or Cloud Offerings; (b) replace or modify the affected Software or Cloud Offerings to make it non-infringing; or (c) terminate the license to the affected Software or Cloud Offerings and discontinue the related Support, and, upon Your certified deletion of the affected Software or Cloud Offerings, refund a portion of the pre-paid, unused License Fee or Subscription Fee paid by You corresponding to the unused period of the Software Subscription Period or Cloud Offerings Subscription Period.
- 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 or Cloud Offerings with third party products; (b) use for a purpose or in a manner for which the Software or Cloud Offerings were not designed; (c) use of any older version of the Software or Cloud Offerings when use of a newer Seqrite version would have avoided the infringement; (d) any modification to the Software or Cloud Offerings 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 or Cloud Offerings relies for certain functionality or freeware technology or any derivatives or other adaptations thereof that is not embedded by Seqrite into Software or Cloud Offerings; or (f) any Software or Cloud Offerings 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 or Subscription 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 or Cloud Offerings.

- 11.2 **End-of-Life:** Your right to use the Software or Cloud Offerings, and any features of the Software or Cloud Offerings, is subject to the End-of-Life Policy available at <https://www.seqrите.com/seqrite-products-end-of-life-policy>. Upon the End-of-Life date of a Software or Cloud Offerings or any feature of a Software or Cloud Offerings (as described in the End-of-Life Policy), Your right to use the Software or Cloud Offerings or any feature thereof shall terminate.
- 11.3 Seqrite shall not be liable to You or any third party in the event Seqrite exercises its right to modify or discontinue the Software or Cloud Offerings. If You object to any such changes, sole recourse for You shall be to terminate this Agreement. Continued use of the Software or Cloud Offerings following notice of such changes shall indicate Your acknowledgement of such changes and satisfaction with the Software or Cloud Offerings so modified.
- 11.4 You agree and acknowledge that, upon termination of this Agreement for any reason whatsoever, Seqrite shall have no further obligation to provide You access to the Software or Cloud Offerings and all licenses and other rights granted to You under this Agreement shall cease immediately.

12. SEQRITE PARTNER TRANSACTIONS

If You purchase license to the Software or Cloud Offerings from a Seqrite Partner: (i) the terms of this Agreement apply to Your use of the Software or Cloud Offerings; 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 or Cloud Offerings may include components of Open Source Software such as 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. Open Source Software components included with the Software or Cloud Offerings are made available by Seqrite under the terms of the applicable open source software license for such component; Your receipt of components of Open Source Software from Seqrite under this Agreement neither enlarges nor curtails Your rights or obligations defined by the Open Source Software license applicable to the component of Open Source Software. The list of Open Source Software licenses for Open Source Software components is included within the respective Software or Cloud Offerings or any other file accompanying the respective Software or Cloud Offerings. If any Open Source Software licenses require that Seqrite provide rights to use, copy or modify an Open Source Software program that is broader than the rights granted in this Agreement, then such rights shall be read along with the rights and restrictions contained herein.

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 or Cloud Offerings, 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 or Cloud Offerings. 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 or Cloud Offerings 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 or Cloud Offerings. 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 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. Seqrite reserves the right to amend any terms of this Agreement at any time and endeavor to notify the same to You. Any amendment shall be effective on the posting of an updated version at www.seqrite.com/eula. You agree that Your continued access or use of the Software or the Cloud Offerings constitutes Your consent to the amended Agreement.
- 14.8 **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.
- 14.9 **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.
- 14.10 **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.
- 14.11 **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, Information Collection and Customer Data, Limited Warranty and Disclaimers, Indemnity, Limitations and Exclusions of Liability, Governing Law and Jurisdiction and Survival.