

LIMITED HARDWARE WARRANTY POLICY AND RETURN MATERIAL AUTHORIZATION (RMA) POLICY FOR SEQRITE UNIFIED THREAT MANAGEMENT (UTM) HARDWARE

The warranties provided by Quick Heal Technologies Limited (“**Seqrite**”) in this Limited Hardware Warranty Policy and RMA Policy (collectively the “**Policy**”) apply only to Seqrite UTM Hardware (“**Hardware**”), which is sold by Seqrite for the purpose of executing the Seqrite UTM Software (“**Software**”) supplied with it. The warranty for Seqrite UTM Software is mentioned in Seqrite Master End-User License Agreement (“**Agreement**”), as available at the below link:

<https://www.seqrite.com/documents/en/master-eula/seqrite-master-eula.pdf>.

This Policy is subject to and forms part of the Agreement. This Limited Hardware Warranty shall also be subject to Enterprise (Seqrite) Products End of Life Policy as available at <https://www.seqrite.com/documents/en/misc/seqrite-products-end-of-life-policy.pdf>. All capitalized terms not defined herein shall have the same meaning assigned to them in the Agreement. NOTHING IN THIS POLICY AFFECTS ANY STATUTORY RIGHTS OF END-USERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

1. HARDWARE WARRANTY

- 1.1 **Eligibility Criteria:** The End-User shall be eligible to avail the Limited Hardware Warranty as set forth in this Policy *provided* that the End-User: (i) is the original purchaser of the Hardware as well as of license to the Software (as evidenced by Seqrite’s sales records and except where otherwise required by law); and (ii) has a valid, fully paid up, unexpired subscription for the Software.
- 1.2 **Hardware Warranty Period, Covered Hardware Series and Limited Hardware Warranty:** For Software activated on T2 and NG series of Hardware after May 15, 2019, Seqrite warrants to the End-User who fulfils the Eligibility Criteria stated in Section 1.1 (Eligibility Criteria), that commencing from the date of activation of Software on T2 and NG series of Hardware and continuing until the expiry of the Software’s initial subscription period (“**Hardware Warranty Period**”), the Hardware shall be free from material defects in design, materials and workmanship and will function, under normal use and circumstances, substantially in accordance with the documentation provided (“**Limited Hardware Warranty**”). For the avoidance of doubt, it is expressly clarified that the Limited Hardware Warranty shall not apply or extend to the renewal term(s) of Software subscriptions activated on T2 and NG series of Hardware and any provision of granting or extending the Limited Hardware Warranty to the renewal term(s) of such Software subscriptions, shall be subject to Seqrite’s sole discretion.
- 1.3 **Breach Notification:** If Seqrite is notified in writing of an alleged breach of the Limited Hardware Warranty, during the Hardware Warranty Period, the End-User’s sole and exclusive remedy and Seqrite’s sole and exclusive liability for the allegedly defective Hardware, shall be that Seqrite, subject to the terms and conditions of this Policy , and solely upon confirmation by Seqrite of a defect or failure of Hardware to perform as warranted, shall at its sole option, either correct, repair or replace the nonconforming Hardware within a reasonable time, following the return of Hardware in accordance with this Policy and accompanied by valid proof of purchase. The Hardware provided as replacement under the terms herein shall be warranted for the remainder of the original Hardware Warranty Period.

2. EXCLUSIONS

- 2.1 **Excluded Hardware Series:** For Software subscription renewed on T1X series of Hardware (“**Excluded Hardware Series**”), this Policy and the Limited Hardware

Warranty, as set forth herein, shall not apply to the Excluded Hardware Series. In the event the End-User has renewed Software subscription on the Excluded Hardware Series and the End-User claims defect in such Excluded Hardware Series, the following procedure shall apply:

- 2.1.1 **Shipping:** The End-User shall, at its own cost and expense, ship such Excluded Hardware Series to Seqrite at the location designated by Seqrite TSC (*defined hereinafter*).
- 2.1.2 **Inspection:** Seqrite's TSC shall inspect the Excluded Hardware Series received from End-User.
- 2.1.3 **Replacement and Payment:** In the event Seqrite confirms, at its sole discretion, the existence of alleged defect in Excluded Hardware Series, Seqrite shall reasonably endeavor to replace such Excluded Hardware Series with the new or refurbished version of the Hardware *provided* that in order to receive such replaced model of the Hardware, the End-User shall be obligated to forthwith pay fifty percent (50%) of the price of the replacement Hardware to Seqrite. The Limited Hardware Warranty, as set forth herein and this Policy shall apply to the replacement Hardware made available by Seqrite to End-User.
- 2.2 **Hardware Components and Software:** The Limited Hardware Warranty set forth in this Policy covers replacement of any internal components or the Hardware as a whole, should it fail due to a manufacturing defect during the Hardware Warranty Period. For the avoidance of doubt, it is expressly clarified that this Policy and the Limited Hardware Warranty do not apply to accessories or external components supplied to End-User with the Hardware such as Power Adaptors, Serial Console Cable, ETH LAN and WAN Cables, as such accessories or external components are in the nature of consumables. The Limited Hardware Warranty does not apply to the Software, configuration or configuration assistance, or any other support. Seqrite does not guarantee backward compatibility if the replacement Hardware is installed into a legacy environment.
- 2.3 **Hardware Damage:** The Limited Hardware Warranty and remedies do not apply if the Hardware is damaged or rendered unserviceable by any one or more of the following:
 - 2.3.1 Improper or inadequate maintenance by anyone other than Seqrite or Approved Source;
 - 2.3.2 Software or interfacing supplied by anyone other than Seqrite or Approved Source;
 - 2.3.3 Modifications, alterations or additions to the Hardware by personnel not certified by Seqrite or Approved Source to perform such acts, or other unauthorized repair, installation or opening or other causes beyond Seqrite's control;
 - 2.3.4 Refusal to agree with engineering change notice programs;
 - 2.3.5 Negligence by any person other than Seqrite or Approved Source;
 - 2.3.6 Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; fluctuations in electrical power beyond those set out in the specifications; failure of air conditioning or humidity control; improper maintenance, or any other misuse, abuse, mishandling; or by theft, vandalism, water;
 - 2.3.7 Force Majeure events including but not limited to strikes, lock-outs or other industrial disputes (whether involving Seqrite's 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;
 - 2.3.8 Governmental actions or inactions;
 - 2.3.9 Alteration or connection of the Hardware to other systems, equipment or devices (other than those specifically approved by Seqrite or Approved Source), without the prior written approval of Seqrite or Approved Source;
 - 2.3.10 End-User's failure to follow applicable use or operations instructions or manuals;

- 2.3.11 End-User's failure to implement, or to allow Seqrite or Approved Source or their representatives to implement, any corrections or modifications to the Hardware made available to End-User by Seqrite;
 - 2.3.12 Repair or replacement that would be contrary to applicable laws; and
 - 2.3.13 If any warranty stickers are tampered with or are missing.
- 2.4 **Limited Hardware Warranty Period upon Repair or Replacement:** The Hardware Warranty Period is not extended if Seqrite repairs or replaces the Hardware covered under Limited Hardware Warranty. Further, the repair or replacement of Hardware also does not extend the Limited Warranty of Software and the End-User will continue to use the Software until remaining validity period of the subscription, in accordance with the Agreement. Seqrite may change the availability of Limited Hardware Warranty, at its discretion, but any changes will not be retroactive.
- 2.5 **Limited Hardware Warranty Period upon purchase of Hardware:** In the event the Hardware is excluded from the Limited Hardware Warranty or the Limited Hardware Warranty does not otherwise apply to the Hardware and the End-User elects to purchase a new Hardware, the Limited Hardware Warranty for such new Hardware shall be for a period of one (01) year from the date of purchase of such new Hardware by the End-User.

3. **HARDWARE RETURN PROCEDURE**

- 3.1 **Creation of RMA number:** Upon discovery of any failure of the Hardware, to conform to the Limited Hardware Warranty during the Hardware Warranty Period, the End-User is required to contact Seqrite's Technical Support Contact ("TSC") at the details available on <https://www.seqrite.com/seqrite-support-center> and seek an RMA number by opening a ticket ("Support Request"). The End-User is required to provide certain details such as Hardware Serial Number or Identification Number, Corporate Name, Registered Email Address and Contact Details, License Key and Software version activated on Hardware in order to create Support Request for an RMA number. In the event the Hardware is not registered with Seqrite, the End-User may be required to present proof of purchase as evidence to the End-User's entitlement to the warranty service.
- 3.2 **Issuance of RMA number:** Seqrite will issue the requested RMA after Seqrite determines that the Hardware is eligible for replacement. The allegedly defective Hardware will only be returned to Seqrite upon Seqrite's prior written approval. Any such approval shall reference an RMA number issued by an authorized technical support representative of Seqrite.
- 3.3 **Hardware Return:** Within seven (07) days from the issuance of RMA number by Seqrite, the End-User will return the allegedly defective Hardware and wherever applicable, along with Power Adaptor and all other accessories of the Hardware, to the return location designated by Seqrite, securely and properly packaged, carriage prepaid by End-User or as per guidelines communicated by Seqrite to the End-User, with the RMA number prominently displayed on the exterior of the packaging. The End-User shall provide the courier name and tracking number to Seqrite's TSC.
- 3.4 **Transportation Costs:** Transportation costs, incurred in connection with the return of allegedly defective Hardware, shall be solely borne by the End-User. Any transportation costs incurred in connection with the redelivery of a repaired or replacement item to the End-User by Seqrite shall be borne by Seqrite; *provided* however, that if Seqrite determines, in its sole discretion, that the allegedly defective Hardware is not covered by the terms and conditions of this Policy or that a warranty claim is made after the Hardware Warranty Period, the cost of the repair by Seqrite, including all shipping expenses, shall be reimbursed by the End-User.

4. HARDWARE REPLACEMENT PROCEDURE

- 4.1 **Defect Resolution:** Seqrite will attempt to diagnose and resolve the End-User's alleged defect in Hardware over the phone or web. In order to troubleshoot such defect, Seqrite's TSC will require certain details in relation to the Hardware, including but not limited to, Serial Console Access, Hardware's and LED's working behavior on the Hardware, Network Diagram or Deployment Scenario, GUI, SSH Access to Hardware using LAN or WAN and Photographs or Video recording of the Hardware which displays the serial number of Hardware and the alleged defect with all supporting cables or Power Adaptor connected to the Hardware.
- 4.2 **RMA Process Commencement:** Upon determination of the hardware issue is related to a malfunction of the Hardware, an RMA process will be initiated by Seqrite's TSC. The End-User will receive an email from Seqrite specifying the location on which the End-User is required to ship the allegedly defective Hardware.
- 4.3 **Hardware Replacement:** Upon receipt of a valid warranty claim and receipt of the allegedly defective Hardware at the return location indicated by Seqrite, Seqrite will (at its cost) use commercially reasonable efforts to ship the replacement Hardware to End-User within three (3) to five (5) business days. Actual delivery times may vary depending on stock availability and the End-User's location. Further, Seqrite shall not be liable for any delay in delivery caused owing to Force Majeure Events or where the delay is caused due to additional time for clearances taken by statutory authorities or on account of the transport company's delay in dispatching the replacement Hardware. Such replacement Hardware may, at Seqrite's sole discretion, be: (i) shipped before receipt of the allegedly defective Hardware; (ii) new or refurbished; (iii) the returned allegedly defective Hardware repaired by or on behalf of Seqrite; or (iv) an equivalent performance compatible device of different form and fit.

5. TITLE

- 5.1 **Defective Hardware:** Title to the allegedly defective Hardware shall pass to Seqrite upon receipt by End-User of the replacement Hardware, or on receipt by Seqrite of the allegedly defective Hardware at the return location indicated by Seqrite, whichever is the sooner.
- 5.2 **Replacement Hardware:** Title to the replacement Hardware shall pass to the End-User on shipping or payment of the fees for the allegedly defective Hardware, whichever is the later. Risk of loss in relation to the replacement Hardware passes to End-User upon shipment of such Hardware to End-User. End-User shall be responsible for any associated insurance.

6. NO FAULT FOUND

Should the of the allegedly defective Hardware returned by End-User: (i) be deemed not to be defective or 'no fault found', or (ii) be missing any Hardware, or (iii) be not properly packaged and received in damaged condition, Seqrite will invoice End-User and End-User agrees to pay the cost of the Hardware.

7. FAILURE TO RETURN HARDWARE

If End-User fails to return allegedly defective Hardware to the return location indicated by Seqrite within thirty (30) days of receiving replacement Hardware, Seqrite may at its sole discretion, and without any further notice to the End-User either (i) invoice End-User, or direct the Approved Source to invoice the End-User, and End-User agrees to pay the cost of the replacement Hardware, or (ii) suspend the Software license subscription to use the replacement Hardware until the allegedly defective Hardware is received at the return location.

8. DEAD ON ARRIVAL (DOA)

If the allegedly defective Hardware covered under this Policy fails to operate within fifteen (15) days from the date of activation of Software on Hardware, such Hardware shall be considered as DOA. The replacement of a new unit will be provided by Seqrite in accordance with Section 3 (Hardware Return Procedure) and Section 4 (Hardware Replacement Procedure) of this Policy.

9. ADDITIONAL RESPONSIBILITIES OF END-USER

9.1 The End-User hereby agrees to:

- 9.1.1 Remove all features, parts, options, alterations, data and attachments not under warranty service prior to exchanging the Hardware with Seqrite or Approved Source and ensure that the Hardware is free of any legal obligations or restrictions that prevent its exchange;
- 9.1.2 Obtain specific written authorization from the owner of the Hardware for availing technical support in the event the End-User does not own the Hardware;
- 9.1.3 Follow the service request procedures that Seqrite or Approved Source provides, backup and secure all programs and data in the Hardware and inform Seqrite or Approved Source of changes in the physical location of Hardware, wherever applicable before the End-User receives technical support;
- 9.1.4 Provide Seqrite or Approved Source with sufficient and safe access to End-User's facilities to permit Seqrite to fulfill its obligations; and
- 9.1.5 To securely erase from the Hardware returned by End-User to Seqrite for any reason all programs and data not provided by Seqrite with the Hardware.

9.2 The End-User hereby agrees and acknowledges that that in order to perform its responsibilities under this Policy, Seqrite may ship the Hardware to third party locations around the world and the End-User authorizes Seqrite to do so.

9.3 The End-User hereby agrees that, in the course of availing Limited Hardware Warranty as set forth herein, the End-User shall not ship, transfer or export the Hardware into any country, or make available or use the Hardware in any manner prohibited by applicable laws.

10. DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS POLICY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION TO THE FOREGOING DISCLAIMER, SEQRITE SHALL NOT BE RESPONSIBLE FOR MAINTAINING OR PROTECTING ANY CONFIGURATION SETTINGS OR DATA FOUND ON THE RETURNED HARDWARE. This disclaimer and exclusion shall apply even if the Limited Hardware Warranty expressly set forth herein fails of its essential purpose.

11. LIMITATIONS AND EXCLUSIONS OF LIABILITY

SEQRITE'S SOLE LIABILITY IS EXPRESSLY SET FORTH IN SECTION 1.3 (BREACH NOTIFICATION) OF THIS POLICY. IN NO EVENT SHALL SEQRITE OR APPROVED SOURCE BE LIABLE FOR ANY DAMAGES WHATSOEVER WITH RESPECT TO ANY SUBJECT MATTER OF THIS POLICY, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER SEQRITE OR APPROVED SOURCE WERE ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR: (i) ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES; OR (ii) DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE HARDWARE; OR (iii) FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. IN NO EVENT SHALL SEQRITE'S OR APPROVED SOURCE'S LIABILITY TO END-USER EXCEED THE PRICE OF HARDWARE PAID BY THE END-USER TO SEQRITE. The foregoing limitations shall apply even if the Limited Hardware Warranty expressly set forth herein fails of its essential purpose.

12. GOVERNING LAW AND JURISDICTION

This Policy 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 Policy 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 Policy.

13. TECHNICAL SUPPORT CONTACT INFORMATION

The End-User may contact Seqrite's TSC by contacting the technical support designated for End-User's location at <https://www.seqrite.com/seqrite-support-center>.

14. CHANGES TO THE POLICY

This Policy was last updated on October 11, 2022. This Policy may be changed from time to time and such updated Policy shall be effective immediately upon posting of such changes on the website of Seqrite.