## ENTERPRISE (SEQRITE) PRODUCTS END-OF-LIFE POLICY

## **OBJECTIVE:**

Products ultimately reach their natural end of life for several causes including market demands, technology innovation and transformation directed changes, or the products merely age over a period of time and are rendered outdated by a functionally advanced or richer technology. Although this is an inevitable part of any technology product's lifecycle, Quick Heal Technologies Limited ("Company") acknowledges that end-of-life milestones often persuades end-users or customers to review the manner in which such milestones impact the Company's products in their networks.

In its constant endeavour to deliver innovative products, the Company reserves the right to periodically discontinue specific products or versions of products. The Company strives to make this process as seamless as possible while providing visibility into what can be anticipated during this process. Having said that, the Company has outlined below Company's end of product lifecycle milestones describing the intended communication for discontinued products and versions and providing information required to plan for migration to replacement technologies, if any.

# APPLICABILITY, SCOPE AND INTERPRETATION:

- **Applicability:** The Company's End of Life Policy ("**Policy**") applies to :
  - The products of the Company (under the brand name "Seqrite") regardless of the delivery method, including Software, Hardware, Cloud Services, Software versions and Offers that combine any of the foregoing (including subscriptions);
  - Updates provided by the Company; and
  - End-Users holding valid license to the Software or active subscriptions continuously for the end-of-life transition period.
- Scope: This Policy aims to expressly record the standard practices and procedures of the Company for its product's End of Support. It does not apply to Software, Hardware, Cloud Services or any combination thereof, whose lifecycle has already come to an end.
- Interpretation: Any questions arising in the interpretation or the application of this Policy shall be as determined by the Company in its sole discretion. In the event of any conflict between the terms of this Policy and the Technical Support Policy, the terms of this Policy shall prevail over the terms of the Technical Support Policy. Further, in the event of any conflict between the terms of this Policy and the applicable End-of-Life Announcement, the terms of the applicable End-of-Life Announcement shall prevail over the terms of this Policy. Capitalized terms used in this Policy and not defined where used are defined at the completion of this Policy. The Company reserves the right to amend this Policy at any time and shall notify the End-User of any such amendments by posting revised Policy on the website of Company i.e. www.segrite.com.

### **END-OF-LIFE MILESTONES:**

The end of life milestones for the Hardware, Software and Cloud Services are mentioned respectively as follows:

- **Hardware:** For Hardware, the end of life milestones shall be as follows:
  - End of Life Announcement: The Company will use commercially reasonable efforts to provide six (06) month notice or a notice of other extended duration, prior to the End of Sale. Such notice will appear on <a href="www.seqrite.com">www.seqrite.com</a> at <a href="https://www.seqrite.com/end-of-product-life-announcements-information">https://www.seqrite.com/end-of-product-life-announcements-information</a>. Please visit this site regularly as it contains useful information regarding the Company's end-of-life program.
  - ➤ End of Sale: The Hardware shall be available for sale until the End of Sale. Any requests to purchase the Hardware shall not be considered in any event after the End of

- Sale, irrespective of whether the order for Hardware is placed on the date immediately succeeding the End of Sale.
- ➤ **Technical Support:** In relation to Hardware, the Company will provide Technical Support until Last Date of Support as specified in the applicable End of Life Announcement. Technical Support by telephonic and remote means shall be provided till Last Date of Support whereas on-ground support shall be limited to such duration as prescribed by the Company in the applicable End of Life Announcement.
- Embedded Software: The Software embedded inside the Hardware will continue to be supported according to the end of life milestones for Software as mentioned in this policy. Only Maintenance (Patch) Release will be made available to the End-User in respect of such Software. The Company does not create or make available Major (Main) Release and Minor Release. New enhancements will not be made to the embedded Software. No enhancement will be made to the embedded Software to support new or updated versions of the platform on which the embedded Software runs or to which it connects.
- ➤ Hardware Defects: The defects in the Hardware, if any, shall be governed by the Company's applicable Hardware Warranty Policy and Return Merchandize Authorization (RMA) Policy for Hardware, until Last Date of Support.
- **Software:** For Software, the end of life milestones shall be as follows:
  - ➤ End of Life Announcement: The Company will use commercially reasonable efforts to provide six (06) month notice or a notice of other extended duration, prior to the End of Sale. Such notice will appear on <a href="www.seqrite.com">www.seqrite.com</a> at <a href="https://www.seqrite.com/end-of-product-life-announcements-information">https://www.seqrite.com/end-of-product-life-announcements-information</a>. Please visit this site regularly as it contains useful information regarding the Company's end-of-life program.
  - ➤ End of Sale: The Software shall be available for sale until the End of Sale. Any requests to purchase the Software shall not be considered in any event after the EOS Date, irrespective of whether the order for Software is placed on the date immediately succeeding the End of Sale.
  - ➤ **Technical Support:** In relation to Software, the Company will provide Technical Support until Last Date of Support as specified in the applicable End of Life Announcement. Technical Support by telephonic and remote means shall be provided till Last Date of Support whereas on-ground support shall be limited to such duration as prescribed by the Company in the applicable End of Life Announcement.
  - ➤ Initial License Term: The Initial License Term shall be valid and continue in full force and effect till the end of Initial License Term, as of the End of Life Announcement.
  - ➤ Renewal License Term: The Company may prescribe End-of-Renewal Date after which renewals shall not be permitted. The Renewal License Term shall not be permitted after the expiry of End-of-Renewal Date. Further, the Renewal License Term shall not be the later of Last Date of Support. Any Renewal License Term which stretches even a day beyond Last Date of Support shall not be allowed or considered. Only those renewals of or add-on's to Software shall be permitted whose renewal term or add-on duration does not exceed the Last Date of Support.
  - ➤ Maintenance (Patch) Release: The Company may prescribe End-of- Maintenance Release Date after which Maintenance Releases are discontinued. In addition to the foregoing, when End of Life Announcement is made about the Software: (i) the End-User will be directed only to Maintenance (Patch) Release; and (ii) the Company does not create or make available Major (Main) Release and Minor Release. New enhancements will not be made to the Software. No enhancement will be made to the Software to support new or updated versions of the platform on which the Software runs or to which it connects.

- ➤ Last Date of Support: After the Last Date of Support , the Company no longer provides any support for the affected product and the affected product reaches its final milestone i.e. End of Support.
- Cloud Services: For Cloud Services, the end of life milestones shall be as follows:
  - End of Life Announcement: The Company will use commercially reasonable efforts to provide six (06) month notice or a notice of other extended duration, prior to the End of Sale Such notice will appear on <a href="www.seqrite.com">www.seqrite.com</a> at <a href="https://www.seqrite.com/end-of-product-life-announcements-information">https://www.seqrite.com/end-of-product-life-announcements-information</a>. Please visit this site regularly as it contains useful information regarding the Company's end-of-life program.
  - ➤ End of Sale: The respective Cloud Service shall be available for sale until the End of Sale. Any requests to purchase the Cloud Service shall not be considered in any event after the End of Sale, irrespective of whether the order for such Cloud Service is placed on the date immediately succeeding the End of Sale.
  - ➤ **Technical Support:** For End-Users who have valid subscriptions to the respective Cloud Service at the time of End of Sale, the Company shall continue to operate the respective Cloud Service through the end of each End-User's subscription term and provide the necessary Technical Support.

While the Company shall utilize commercially reasonable efforts to meet the end of life milestones for the Hardware, Software and Cloud Services as mentioned hereinabove, there may be circumstances pertaining to the respective Hardware, Software and Cloud Services that make it unable to do so.

### **END-OF-LIFE MILESTONE TABLE:**

Subject to the applicable End-of-Life Announcement, the end-of-life milestone table is illustrated below for ease of understanding:

Event or Support Activity	D- 6 months or extended notice	D-Day Day 0	D + 3/6 months or extended notice	D+1 year	D+2 year	D+3 year
End of Life Announcement		End of				
End of Sale Notice Period		Sale				
Hardware						
Replacement						
Hardware Technical Support						
Telephonic and Remote						
On-ground						
Last Date of Support - Hardware						
<b>Software- Existing Subscriptions</b>						
Renewal						
Additional Endpoints						
Software Maintenance Releases						
Software Technical Support						
Telephonic and Remote						
On-ground						
Last Date of Support - Software						

#### **COMPOSITE PRODUCTS:**

The relevant end of life milestones as defined in this Policy shall apply for each component (Software, Hardware or Cloud Services) for all Composite Products.

## SOFTWARE VERSION RELEASE – TYPES, VERSION NUMBERING AND FREQUENCY:

- **Types of Software releases:** The types of Software releases are as follows:
  - ➤ **Major (Main) Release** shall mean major software architecture changes, major user interface (UI) changes, significant new features or capabilities / functionality additions, new solutions and substantial innovation.
  - ➤ **Minor Release** shall mean minor software release which includes small to medium number of new features and typically minimal software architecture changes.
  - ➤ Maintenance (Patch) Release shall mean such existing maintenance releases incorporating only minor bug fixes, security fixes, patches, or workarounds applicable to the reported case.
- **Software Version Numbering:** The Software product version numbering scheme is defined as follows:
  - (Major). (Minor). (Maintenance).
  - **Example:** 8.01.02 Where Major Release is 8, Minor Release is 1, and Maintenance Release is 2.
- **Frequency:** Subject to the applicable End-of-Life Announcement, the End of Life Period for a Major or Minor Software Release, "N" starts when the N+2 release becomes Generally Available. For the sake of clarity the same is illustrated as follows:
  - ➤ When 7.6 is released: (i) the End of Life Period and End of Sale for 7.5.X commences automatically; (ii) 7.5.X and 7.4.X continue to receive applicable support; and (ii) 7.3.X reaches End of Support.
  - ➤ When 3.1 is released: (i) the End of Life Period and End of Sale for 3.0.X commences automatically; (ii) 3.0.X and 2.9.X continue to receive applicable support; and (ii) 2.8.X reaches End of Support.

## **CLOUD SERVICES – VERSION SUPPORT:**

For Cloud Services, the frequency of version support shall be similar to the frequency of software version release as mentioned in this Policy.

## SOFTWARE SECURITY VULNERABILITES AND UPDATES:

In order to address software security vulnerabilities (such as harmful malware attacks) that threaten the functioning of Software, the Company continues to provide Updates at regular intervals (typically, multiple times a day) to such Software that is Generally Available. However, the Company shall not provide Updates to the Software where the Software has reached End of Support. The Company, therefore, does not recommend use of Software which has reached End of Support. Use of any such Software which has reached End of Support poses consequential risk to the End-User's mobile devices, laptops or computers in terms of exploitation of software security vulnerabilities by an attacker or compatibility issues and decreased system performance.

## THIRD PARTY SOFTWARE:

The Software may depend on certain third-party software for delivery of functionality. It is important that the End-User fully complies with the requirements of the Company in deploying the most up to date versions of the third-party software that are currently supported by the Software. In the event that the End-User does not comply with this requirement, it may cause functionality problems that are outside the scope of Technical Support.

## NEW RELEASES OF OPERATING SYSTEMS:

The applicable support for new releases of operating systems shall be determined in accordance with the applicable End of Life Announcement.

### **EXTENSION OF SUPPORT TERMS – CUSTOM SOFTWARE SUPPORT:**

- Company's discretion on and applicable fees for Custom Software Support: In rare instances and at Company's sole discretion, the Company may offer extended support, beyond the typical support lifecycle. Custom Software Support may be available at an additional cost to End-User.
- Conditions for providing Custom Software Support: Custom Software Support will provide commercially reasonable workaround solutions under the following conditions:
  - ➤ The technology remains supportable per the Company, including being free from unsupported dependencies on components provided by independent Software vendors (ISV's) that are outside Company's control;
  - The platform it operates on is supported by the Company or by the Company's original equipment manufacturer (OEM) technology partner (where applicable); and
  - > Technical Support for issue resolution will be provided on a commercially reasonable basis.
- Exclusions to Custom Software Support: Custom Software Support does not include the following:
  - Product Enhancement Requests (PER);
  - ➤ Hotfixes or engineering related support;
  - New Operating System support; and
  - > SLA commitments related to defects in the supported product.

### **DEFINITIONS:**

**Cloud Service(s)** shall mean Software offered on servers that are owned or managed by the Company and provided to End-User pursuant to the End-User License Agreement. Access to the Cloud Services requires an active subscription.

**Composite Products** shall mean any Company product that may be sold as a combination of Cloud Services, Software and Hardware.

**Custom Software Support** shall mean an individually negotiated support for Software or Hardware requiring a Company approved quote for Software or Hardware where End-User requests Technical Support beyond the published End of Support date in the applicable End of Life Announcement.

**End of Life Announcement(s)** shall mean such an announcement or notification issued by the Company on its website <a href="www.segrite.com">www.segrite.com</a> at <a href="https://www.segrite.com/end-of-product-life-announcements-information">https://www.segrite.com/end-of-product-life-announcements-information</a> detailing the specific end-of-life milestones and dates for the affected Software, Cloud Services and Hardware.

**End of Support** shall mean a process that guides the final business operations associated with the Product and subscription life cycle. The end of support process consists of a series of technical and business milestones and activities that, once completed, make a product or subscription obsolete. Once obsolete, the product or subscription is not sold, improved, maintained, or supported and the Company shall not implement any new features, fix existing defects, troubleshooting, bugs or vulnerabilities (whether known before the End of Support Date or not). For Cloud Services, End of Support shall mean the last day the cloud service will no longer be supported.

**End of Life Period** shall mean such timeframe beginning with the day the Company announces that a Software version will no longer be available until it is no longer supported.

**End of Sale** shall mean the date after which the Product or subscription is no longer available for sale. This is also the last date to order the Product or subscriptions through the Company point-of-sale mechanisms. The End of Sale date is documented in the End of Life Announcement.

**End of Maintenance Release Date** shall mean such date prescribed by the Company in the applicable End of Life Announcement and until which the Company makes available Maintenance (Patch) Release to the End-Users for the affected Software.

**End of Renewal Date** shall mean such date prescribed by the Company in the applicable End of Life Announcement and until which the End-User may renew the Initial License Term.

**End-User(s)** shall mean the individual or entity that is licensed to use the Software under this Agreement.

**End User License Agreement** shall mean the agreement entered into between End-User and the Company governing End-User use of the licensed Software.

Generally Available shall mean such Software, Hardware or Cloud Service: (i) that is available to the general public under End User License Agreement and other applicable terms and conditions; (ii) for which the Company may provide ongoing maintenance and Updates; and (iii) that is available at standard prices offered to the public.

**Hardware** shall mean the Company or Company branded hardware equipment (together with all parts, elements or accessories and any combination of them), purchased during the term from Company or an authorized partner of the Company and identified in the applicable entitlement confirmation document, excluding any Software or other intangible items (whether or not preloaded on Hardware or subsequently loaded on Hardware by End-User, Company or any other person or entity).

**Initial License Term** shall mean the initial, first license duration granted to the End-User for the use of Software.

**Last Date of Support** shall mean the last date to receive Technical Support. After this date, the Technical Support is no longer available.

**Renewal License Term** shall mean such license duration or term granted to the End-User for use of the Software, which succeeds the Initial License Term.

**Software** shall mean such respective software and as identified in the applicable entitlement confirmation document, that is: (a) owned by Company and licensed to End-User or; (b) owned by Company, embedded in or pre-loaded on Company Hardware purchased by End-User from Company or authorized partner of Company and licensed to End-User by Company, pursuant to the terms and conditions of End-User License Agreement; and includes any subsequent renewal of license to the Software, add-ons, additional features, functionality, updates and Upgrades to the Software.

**Technical Support** shall mean on-ground support and telephonic or remote support provided by the Company to End-User in relation to the affected Software, Cloud Services or Hardware and for such duration as prescribed in the applicable End of Life Announcement. On-ground support may or may not be chargeable to End-User and as specified in the Company's support policies.

**Technical Support Policy** shall mean the Company's standard policy for providing Technical Support, which can be accessed at <a href="https://www.seqrite.com/documents/en/misc/Seqrite\_Support\_Policy.pdf">https://www.seqrite.com/documents/en/misc/Seqrite\_Support\_Policy.pdf</a> or the successor URL, as amended or updated from time to time.

**Updates** shall mean collections of any or all virus definition files (protection technology rules set) 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.

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

**DISCLAIMER:** THE COMPANY DOES NOT PROVIDE ANY WARRANTIES COVERING THE INFORMATION OR TERMS AND CONDITIONS MENTIONED IN THIS POLICY AND SPECIFICALLY DISCLAIMS ANY LIABILITY FOR DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES, IN CONNECTION WITH THE INFORMATION OR TERMS AND CONDITIONS MENTIONED IN THIS POLICY.