

Seqrite Secure Web Gateway End-User License Agreement

WHEREAS, End-user Licensee Agreement desires to receive & OEIPL desires to grant Licensee, a License to use Seqrite Secure Web Gateway (Hereinafter to be referred as “Seqrite SWG”), as per the End User License agreement (hereinafter referred to as the “Agreement”). Seqrite is a proprietary trade mark of Quick Heal Technologies Limited (Formerly known as “Quick Heal technologies Pvt. Limited).

Whereas the Quick Heal Technologies Limited (formerly known as “Quick Heal Technologies Pvt. Ltd.) (hereinafter to be referred as “Seqrite”) has acquired the marketing rights for Seqrite SWG from OEIPL and shall provide first level of support.

BY USING THIS SOFTWARE OR BY ACCEPTING OUR SOFTWARE USAGE AGREEMENT POLICY OR ATTEMPTING TO LOAD/INSTALL THE SOFTWARE IN ANY WAY, (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 OFFICE EFFICIENCIES (INDIA) PRIVATE LIMITED (HEREINAFTER REFERRED TO AS “OEIPL”). 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 to Seqrite, evidenced by the Payment Receipt, OEIPL grants You, a non-exclusive and non-transferable right for your own use only. OEIPL 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. This software and the enclosed documents are the property of OEIPL and are copyrighted. Copying of the software installed on the hardware is expressly forbidden.

NOW THEREFORE in consideration of the promises & premises hereinafter set-forth below, the parties hereby agree as follows:

End User Licensee Agreement (EULA)

1. Definitions

- 1.1. **Distributors**” means the authorized distributors, sub-distributors of Seqrite, selling Seqrite range of products, including sales through Internet.
- 1.2. Office Efficiencies (India) Private Limited (**OEIPL** or Licensor) for the Seqrite SWG.
- 1.3. **"OEIPL Intellectual Property"** means OEIPL copyrights, trade secrets and patents in the Seqrite SWG and does not include any other patents or intellectual Property rights.
- 1.4. **"License period"** means the period as more particularly described in this Agreement.
- 1.5. **"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.
- 1.6. **"Support or Technical Support"** means the Technical Assistance in order to use the Seqrite SWG product, provided by Seqrite, which may or may not be chargeable to you. For more details, please refer to www.seqrite.com.
- 1.7. **"Seqrite SWG"** means Seqrite Secure Web Gateway, which also includes the present and future modifications, enhancements, improvements, updates, additions, derivative works, documentation and related material. Seqrite SWG consists of hardware device preloaded with OEIPL’s software (“the software”) and all other related components including but not limited to rack mount kits, cabling, packaging, ship kits and all accompanying documentation. Seqrite SWG also includes ISO image which would be in downloadable form on Virtual Servers.
- 1.8. **"Third Party Materials"** means App, services, websites, offers and promotions or products provided by any third party and governed by Third Party Terms and Conditions.
- 1.9. **"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.
- 1.10. **"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.
- 1.11. **"Upgrades"** means any correction, improvement, modification or yearly enhancements in the form of the new version of the software, which OEIPL generally releases.
- 1.12. **"User Manual"** means the user guide, Help guide, and other documentation provided with the software, updated agreements provided on the website of Seqrite (www.seqrite.com), explanatory or other materials as provided from time to time by Seqrite. **"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. make one copy of the software solely for backup purpose or for the purpose of sharing through various means (and such back up copy must be destroyed when you lose the right to use the Software or when Your license expires or is terminated for any other reason according to the legislation in force in the country of your principal residence or in the country where You are using the Software) and only to replace the legally owned copy if such copy is lost, destroyed or becomes unusable.
- ii. Before returning any unit for service, ensure to backup data and remove any confidential, proprietary, or personal information.

B. You cannot:

- i. Emulate or adapt any portion of the software.
- ii. Demonstrate, copy or sell the Seqrite SWG product/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. The license rights granted under this Agreement are applicable only for duration expressly specified in the purchased license.
- B. You can activate the software through the Internet. You may also need to reactivate the software if you happen to re-install the software due to any reasons. 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 SWG software may use the measures that can control and prevent piracy of software.
- C. 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. License Terms & Conditions:

- A. You are entitled to use this software from the date of purchase/license activation date till the end of the period for which the license is purchased.
- B. 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.
- C. 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 OEIPL / 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.
- D. OEIPL 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.

5. 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. OEIPL / 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.

6. 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 or any other electronic communication device. The communication can be for the purpose of product renewal or product verification for your convenience.

7. 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.

This Agreement entitles you to download upgrades to the Seqrite SWG Software after you have subscribed the Seqrite SWG Software. Updates are governed by the OEIPL subscription policies described in "online" documentation at <http://www.safesquid.com>. To use Seqrite SWG identified as an upgrade, you must first be licensed for the Seqrite SWG identified by OEIPL as eligible for the upgrade.

8. . Data Collection and Privacy:

OEIPL / 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 OEIPL / 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 OEIPL / 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 behavioural 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 OEIPL / 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 OEIPL / 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 Quick Heal of any changes to said data. In case if any wrong information is provided You are solely liable, OEIPL / 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 OEIPL / 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 OEIPL / Seqrite use it. OEIPL / 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 OEIPL / 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.

10. How Quick Heal use this information

OEIPL / Seqrite use 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 OEIPL / Seqrite may disclose your personal information if legally required to do so by government agencies or law enforcement bodies.

OEIPL / Seqrite is using the collected data as set out above for the purpose of optimizing the functionality of Seqrite SWG Software. Similarly, OEIPL / Seqrite may transfer collected data to OEIPL / 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 OEIPL / Seqrite has taken steps so that the collected information, if transferred, receives an adequate level of protection.

11. Security:

Seqrite have taken security measures, consistent with international information practices, to protect Your personal information, which offers adequate level of personal data protection according to European Union standards (including GDPR, and aims to protect network and information security). 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 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.

10. Indemnification:

- A. You expressly understand, admit, agree, and warrant that in no event shall OEIPL / 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 OEIPL / Seqrite has been advised of the possibility of such damages), to the fullest extent permissible by law: Arising due to your usage of this software;

- i. Your negligence or inability of using the software or support;
 - ii. Any dispute between you and third party with respect to availing this software;
 - iii. Your violation of any rights of any other individual and/or entity;
 - iv. Your breach of the Agreement;
 - v. Your violation of any provisions under any laws/statutes/acts in India or abroad;
 - vi. The failure of OEIPL / 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.
- C. In the event, OEIPL / Seqrite and/or its directors, agents, employees, distributors are found liable, you understand and accept that the liability of OEIPL / 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.

11. 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 OEIPL / Seqrite shall not have and shall assume no liability/responsibility in any case and the Clause of Indemnification shall be applicable.
 - ii. That OEIPL / 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; 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 OEIPL / Seqrite does not warrant that the usage of certain features of the software are free of cost and that OEIPL / 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.
- v. OEIPL may attempt to correct errors through the means it determines to be most appropriate. Errors caused by hardware malfunctions or failure, or by loss of data or disruption of services over the Internet due to third party, are expressly excluded. OEIPL shall not be liable for any indirect, consequential, incidental, or punitive damages or attorney fees for any cause of action, in tort or contract, regardless of whether OEIPL was aware of the possibility of such damages.

12. **Limited Warranty:**

Duration:

Hardware: 1 year Limited Warranty

- A. OEIPL warrants that the Seqrite SWG software that you have purchased from OEIPL is free from defects in materials or workmanship under normal use during the Limited Warranty Period.
- B. The Hardware Limited Warranty starts on the date of purchase as mentioned in the license and extends to one year. Within the Limited Warranty Period, you are entitled to hardware warranty service according to the terms and conditions of this document. If our technician is of the opinion that your Seqrite SWG requires repairing, during the Limited Warranty Period, OEIPL / Seqrite will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of Seqrite.
- C. In the unlikely event that your Seqrite SWG hardware has recurring failures, OEIPL / Seqrite, at its sole discretion, may elect to provide you with (a) a replacement unit of Seqrite's choosing that is the same or equivalent to your Seqrite SWG in performance or (b) to give you a refund of your purchase price instead of a replacement. This is your exclusive remedy for defective products.
- D. This obligation is exclusive of transport fees, labor or installation costs, and any other cost which are not directly associated to the Product. The Hardware Warranty Period for the repaired or replaced Hardware shall for the greater of the remaining Hardware Warranty Period or ninety days from the delivery of the repaired or replacement Hardware, whichever ends earlier.

E. Exclusions:

OEIPL does not warrant that the operation of this product will be uninterrupted or error-free. OEIPL is not responsible for damage that occurs as a result of your failure to follow the instructions intended for the Seqrite SWG. This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration, or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product (c) by software, interfacing, parts, or supplies not supplied by Seqrite; (d) by improper site preparation or maintenance; (e) by virus infection; (f) from loss or damage in transit; (g) by modification or service by anyone other than (i) Seqrite, (ii) a OEIPL / Seqrite authorized service provider, or (iii) your own installation of end-user-replaceable OEIPL / Seqrite approved parts if available for your product in the servicing country/region.

F. OEIPL recommends that you periodically backup your data such as settings and policies on the Seqrite SWG and other storage devices as a precaution against possible failures, alteration, or loss of data before returning any unit for service, ensure that you backup your data and remove any confidential, proprietary, or personal information. OEIPL IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. SEQRITE IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY OEIPL WHEN THE PRODUCT IS MANUFACTURED. UNITS SENT IN FOR SERVICE MAY HAVE THE DATA ERASED FROM THE HARD DRIVE AND THE PROGRAMS RESTORED TO THEIR ORIGINAL STATE.

G. Performance Warranty

This software provided by OEIPL / 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.

OEIPL warrants that the Licensed Software, as delivered by OEIPL will confirm to the descriptions in the user manual. However, OEIPL does not offer any warranty regarding the performance of software and shall not entertain any claim regarding the same. OEIPL MAKES NO WARRANTIES OR CLAIMS THAT THE LICENSED SOFTWARE, OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT THE USE OF THE LICENSED SOFTWARE, OPERATION, CONTENT UPDATES, AND UPGRADES WILL BE ERROR-FREE OR UNINTERRUPTED.

You understand and accept that this software will substantially perform according to the specifications and descriptions as 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 party other than Seqrite, alterations, neglect, non-permitted modifications, acts of terrorism, and 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.

H. 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 OEIPL and OEIPL is not responsible for the content of any third-party websites and/or any links contained in the third-party websites. OEIPL is providing these links to the third-party websites to you only for your convenience and OEIPL 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 may link to third party sites through the use of the Seqrite SWG software. The third party sites are not under the control of OEIPL & OEIPL is not responsible for the contents of any third party sites, any links continued in third party sites or any changes or updates to third part sites. OEIPL is not responsible for uploading or any other form of transmission received from any third-party sites. OEIPL is providing these links to third party sites to you only as convenience, & the inclusion of any link does not imply an endorsement by OEIPL of the third-party site.

13. **OEIPL's Ownership:**

13.1. Licensee acknowledges that the Seqrite SWG is Intellectual Property of OEIPL and that OEIPL retains all right, title and interest in the Seqrite SWG, including without limitation all copyrights trademarks and other proprietary rights. Licensee may not use, reproduce, sublicense, distribute or dispose of the Seqrite SWG, in whole or in part, other than as permitted under this agreement. OEIPL grants the Licensee a non-exclusive, non-transferable Licensee to use the Seqrite SWG Software product.

13.2. Licensee may install and use one copy of the Seqrite SWG Software for one server. Depending on the version of the Seqrite SWG Software you have licensed. OEIPL retain title and ownership of the Seqrite SWG Software and all portions of it at all times, including, but not limited to the program itself, documentation, data, and other content provided to you, and all other copies that you are authorized by this Agreement to make.

13.3. Licensee's rights to use the Seqrite SWG Software are specified in this Agreement and OEIPL retains all rights not expressly granted to you in this Agreement. Except as otherwise expressly provided in this agreement the Subscriber may not otherwise make copies of the Seqrite SWG Software product or the material accompanying therewith.

14. Rights and Limitations:

14.1. Seqrite SWG Software is limited for your personal or professional use only, and not for resale, or otherwise to transfer for value the Seqrite SWG Software product. Seqrite SWG Software identified as "Not For Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

15. Termination:

15.1. Without prejudice to any other rights, OEIPL may terminate this agreement if you fail to comply with the terms & conditions of the agreement. In such event, you must destroy & remove all copies of the Seqrite SWG Software product & all of its components parts. If any breach of this agreement by Licensee is not continues for perpetual. OEIPL has rights of the parties under this clause in addition to any other rights & remedies provided by law under this agreement.

16 General:

Force Majeure. OEIPL / 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.

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 OEIPL / 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.

- I. **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 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, OEIPL / 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.
- J. **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.
- K. **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.
- L. 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.
- M. The section numbers and headings are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.
- N. Seqrite reserves the right to amend this End-User License Agreement from time to time and will keep updated on its website at www.seqrite.com and it would be binding on the end users. This is an essence of the agreement and use of this software.
- O. OEIPL / 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.

Any waiver or amendment of any provision of this agreement will be effective only if in writing and Signed by authorized representatives of both the parties. IN WITNESS WHEREOF, the parties have executed this Agreement through their dulyauthorized representatives starting date mentioned in Exhibit 'A'.

#####

Exhibit A

#####

Licensee Products

1. Name Of Licensee / Subscriber:
2. Type Of Subscription:
3. Marketing Contact for Licensee Product:
 - 3.1. Name :
 - 3.2. Contact Number:
 - 3.3. Fax:
 - 3.4. Email I.D.:
 - 3.5. Postal Address:
 - 3.6. Site URL:
4. Start Date & End Date of Support Subscription:

NOTE: All the fields & particulars of this agreement should be duly completed & signed by the relevant parties for the agreement to be valid.
