

End User License Agreement (EULA)

1. Your Acceptance of the Terms of Sale

Thank you for visiting the Zoho Corporation Private Limited ("we" or "Zoho") website, www.manageengine.com (the "Website"). This document ("Terms of Sale") is a legal agreement between you or the entity that you represent ("you") and Zoho, and governs your download and purchase of ManageEngine software products from the Website.

PLEASE NOTE THAT YOUR USE OF THE WEBSITE TO DOWNLOAD A SOFTWARE PRODUCT CONSTITUTES ACCEPTANCE OF THE TERMS OF SALE, AND TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT PROVIDED BELOW. IF YOU DO NOT AGREE TO THE TERMS OF SALE, OR TERMS OF THE END USER LICENSE AGREEMENT, PLEASE EXIT THE WEBSITE WITHOUT CONTINUING THE ORDERING AND/OR DOWNLOADING PROCESS.

2. Purpose

The purpose and intent of this Website is to provide information on software products (the "Software") that we make available for download and purchase through the Website.

3. Download of Evaluation Version

We offer the Software for download on a free trial basis pursuant to an Evaluation License as set out in our End-User License Agreement set forth below ("EULA"). Your use of the copy of the evaluation version of the Software is subject to the applicable terms and conditions of the EULA.

4. Purchase of Commercial Licenses

After the expiration of the evaluation period, you may obtain through the Website a Commercial License of the Software pursuant to the Annual Subscription, Perpetual, or if applicable, the Free Edition, as set out in the EULA. Your use of the copy of the Software is subject to the applicable terms and conditions of the EULA.

Our authorized U.S. reseller, Zoho Corporation ("Distributor"), is responsible for sales of Commercial Licenses within the U.S. region. Your purchase of a Commercial License within the U.S. region is subject to any pricing or any special terms of sale that may be agreed between you and Distributor. You are responsible for providing Distributor with a valid credit card number or other acceptable means of payment to secure payment. Distributor reserves the right to cancel any order if the credit card number you provide is not valid.

END USER LICENSE AGREEMENT

THE following terms constitute a binding agreement between you and Zoho with respect to use of ManageEngine Products ("Licensed Software")

1. EVALUATION LICENSE:

Zoho Corporation Private Limited ("Zoho") grants to you a non-exclusive, non-transferable, Evaluation License for trial and evaluation of the Licensed software, in binary object code form, for a period of thirty (30) days from the date of download or installation. This License begins upon downloading or installing the Licensed Software and ends thirty (30) days thereafter ("Evaluation Period").

If you are not willing to use the Licensed Software, either the Free Edition or the Professional/ Essential/ Deluxe Edition, after the Evaluation Period, delete all the copies installed in your computer with immediate effect. You are forbidden from using the Licensed Software for any other use or otherwise offering it for resale under the terms of this Section 1. Zoho retains all rights not specifically granted to you herein.

2. COMMERCIAL LICENSE:

Free Edition: Where applicable, if you choose to use the Free Edition beyond the Evaluation Period, the Licensed Software allows you to manage up to 25 Workstations. Zoho grants you a non-exclusive, non-transferable, world-wide license to use the Licensed Software for no cost in perpetuity.

Annual Subscription License: As part of your choosing annual subscription license, Zoho grants you a fee-bearing, nonexclusive, non-transferable, world-wide license to Use the Licensed Software including user documentation, updates and upgrades to which you are entitled as well as any plug-ins provided to you during the period of your subscription, provided that such access and Use of the Licensed Software is in accordance with the Single Installation License granted by Zoho. Under the Subscription License, the Licensed Software is licensed only for a subscription period of one year. You must renew your license at least 10 days before the expiry of the subscription period in order to continue using the Licensed Software. If you do not renew the license, you agree to stop using the Licensed Software after end of the subscription period and remove the Licensed Software from your systems

Perpetual License: As part of your choosing perpetual license, Zoho grants you a fee-bearing, nonexclusive, non-transferable, perpetual, world-wide license to Use the Licensed Software including user documentation, updates and upgrades to which you are entitled as well as any plug-ins provided to you, provided that such access and Use of the Licensed Software is in accordance with the Single Installation License granted by Zoho.

"Use" means storing, locating, installing, executing or displaying the Licensed Software according to the license procured by you.

"Single Installation License" means that the license key provided shall not be used for more than one concurrent Use of the Licensed Software.

3. THIRD PARTY PRODUCTS:

The Licensed Software may contain software which originated with third party vendors and without limiting the general applicability of the other provisions of this Agreement, you agree that (a) the title to any third party software incorporated in the Licensed Software shall remain with the third party which supplied the same; and (b) you will not distribute any such third party software available with the Licensed Software, in any manner.

4. RESTRICTIONS ON USE:

In addition to all other terms and conditions of this Agreement, you shall not: (i) install one copy of the Licensed Software on more than one CPU; (ii) remove any copyright, trademark or other proprietary notices from the Licensed Software or its copies; (iii) make any copies except for one back-up or archival copy, for temporary emergency purpose; (iv) rent, lease, license, sublicense or distribute the Licensed Software or any portions of it on a standalone basis or as part of your application; (v) modify or enhance the Licensed Software; (vi) use the Licensed Software in a computer-based services business or publicly display visual output of the Licensed Software or use the Licensed Software for the benefit of any other person or entity; (vii) reverse engineer, decompile or disassemble the Licensed Software; or (viii) allow any third parties to access, use or support the Licensed Software.

5. TECHNICAL SUPPORT:

As part of subscription license, Zoho provides support that includes email support for problem reporting, product updates, upgrades and online access to product documentation at no additional cost for the period of subscription. Technical Support, including online access to product documentation, product updates, upgrades, service packs, email and phone support, is not included as part of perpetual license. You may purchase technical support services for perpetual license by paying the then current maintenance and support fee.

6. OWNERSHIP AND INTELLECTUAL PROPERTY:

Zoho owns all right, title and interest in and to the Licensed Software. Zoho expressly reserves all rights not granted to you herein, notwithstanding the right to discontinue or not to release any Licensed Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or characteristics of the Licensed Software. The Licensed Software is only licensed and not sold to you by Zoho.

7. AUDIT:

Zoho has the right to audit your Use of the Licensed Software by providing at least seven (7) days prior written notice of its intention to conduct such an audit at your facilities during normal business hours.

8. CONFIDENTIALITY:

The Licensed Software contains proprietary information of Zoho that are protected by the laws of the United States and you hereby agree to take all reasonable efforts to maintain the confidentiality of the Licensed Software. You agree to reasonably communicate the terms and conditions of this Agreement to those persons employed by you who come into contact with or access the Licensed Software, and to use reasonable efforts to ensure their compliance with such terms and conditions, including but not limited to, not knowingly permitting such persons to use any portion of the Licensed Software for a purpose that is not allowed under this Agreement.

9. WARRANTY DISCLAIMER:

Zoho does not warrant that the Licensed Software will be error-free. Except as provided herein, the Licensed Software is furnished "as is" without warranty of any kind, including the warranties of merchantability and fitness for a particular purpose and without warranty as to the performance or results you may obtain by using the Licensed Software. You are solely responsible for determining the appropriateness of using the Licensed Software and assume all risks associated with the use of it, including but not limited to the risks of program errors, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

10. LIMITATION OF LIABILITY:

In no event will Zoho be liable to you or any third party for any special, incidental, indirect, punitive or exemplary or consequential damages, or damages for loss of business, loss of profits, business interruption, or loss of business information arising out of the use or inability to use the program or for any claim by any other party even if Zoho has been advised of the possibility of such damages. Zoho's entire liability with respect to its obligations under this agreement or otherwise with respect to the Licensed Software shall not exceed the amount of the license fee paid by you for the Licensed Software.

11. INDEMNIFICATION:

Zoho agree to indemnify and defend you from and against any and all claims, actions or proceedings, arising out of any claim that the Licensed Software infringes or violates any valid U.S. patent, copyright or trade secret right of any third party; so long as you provide; (i) prompt written notice to Zoho of such claim; (ii) cooperate with Zoho in the defense and/or settlement thereof, at Zoho's expense; and, (iii) allow Zoho to control the defense and all

related settlement negotiations. The above is Zoho's sole obligation to you and shall be your sole and exclusive remedy pursuant to this Agreement for intellectual property infringement.

Zoho shall have no indemnity obligation for claims of infringement to the extent resulting or alleged to result from (i) any combination, operation, or use of the Licensed software with any programs or equipment not supplied by Zoho; (ii) any modification of the Licensed Software by a party other than Zoho; and (iii) your failure, within a reasonable time frame, to implement any replacement or modification of Licensed Software provided by Zoho.

12. TERMINATION:

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying or returning to Zoho all copies of the Licensed Software in your possession. Zoho may terminate this Agreement for any reason, including but not limited to your breach of any of the terms of this Agreement. Upon termination, you shall destroy or return to Zoho all copies of the Licensed Software and certify in writing that all known copies have been destroyed. All provisions relating to confidentiality, proprietary rights, non-disclosure, and limitation of liability shall survive the termination of this Agreement.

13. GENERAL:

If you are a resident of the United States or Canada, this Agreement shall be governed by and interpreted in all respects by the laws of the State of California, without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. If you are a resident of any other country, this Agreement shall be governed by and interpreted in all respects by the laws of the Republic of India without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within the Republic of India between residents of the Republic of India. If you are a resident of the United States or Canada, you agree to submit to the personal jurisdiction of the courts in the Northern District of California. If you are a resident of any other country, you agree to submit to the personal jurisdiction of the courts in Chennai, India. This Agreement constitutes the entire agreement between the parties, and supersedes all prior communications, understandings or agreements between the parties. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable, the remainder shall be interpreted so as to have reasonable effect the intention of the parties. You shall not export the Licensed Software or your application containing the Licensed Software except in compliance with United States export regulations and applicable laws and regulations.