

END USER LICENSE AGREEMENT

This End User License Agreement (“**Agreement**”) is an agreement between Umbrella Infocare Private Limited, hereinafter referred to as (“**Umbrella,**” “**Company,**” “**we,**” “**us**” or “**our**”) and you or the entity that you represent, for the use of uAssess **software**” which indicates the overall security posture on the key Epics of Secure AWS Environment Architecture evaluated as per AWS Security Best Practices Compliance (the “**Software**”)

Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading or using uAssess.

By clicking the "I Agree" button, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company. This Agreement is between You and the Company only and not with the Application Store. Therefore, the Company is solely responsible for the Application and its content. Although the Application Store is not a party to this Agreement, it has the right to enforce it against You as a third party beneficiary relating to your use of the Application.

1. Scope and Applicability

1.1 This End User License Agreement (“**EULA**”) between You and Company covers Your use of the Software and Cloud Services (“**uAssess Software**”). The key objective of this Software is “**Security Assessment for Compliance Status Ensuring Continuous Compliance and Adherence**”. It is highly efficient and effective for evaluating the compliance status of cloud systems. It also helps to get a comprehensive view of compliance status and adherence to standards like General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI-DSS), Health Insurance Portability and Accountability Act (HIPAA) etc. The tool enables evaluation of AWS Security Best Practices; performing audits, assessing incident response and continuous monitoring.

1.2 Definitions

“**Affiliate**” means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“**Approved Source**” means Umbrella or a Umbrella Partner.

“Umbrella” “we” “our” or “us” means Umbrella Infocare Private Limited or its applicable Affiliate(s).

“uAssess Content” means any: uAssess Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds and uAssess’s compilation of suspicious URLs.

“Umbrella Partner” means a Umbrella authorized reseller, distributor or systems integrator authorized by Umbrella to sell uAssess Software.

“Confidential Information” means non-public proprietary information of the disclosing party (**“Discloser”**) obtained by the receiving party (**“Recipient”**) in connection with this EULA.

“Documentation” means the technical specifications and usage materials officially published by Umbrella specifying the functionalities and capabilities of the applicable uAssess Software.

“Entitlement” means the specific metrics, duration of uAssess Software You commit to acquire from an Approved Source through individual acquisitions or Your participation in a uAssess buying program.

“Software” means the uAssess computer programs, including Upgrades, firmware and applicable Documentation.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“Usage Term” means the period commencing on the Subscription Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable uAssess Software.

“User” means the individuals (including contractors or employees) permitted to access and use the uAssess Software on Your behalf as part of Your Entitlement.

“You” means the individual or legal entity acquiring Usage Rights in the uAssess Software.

1.3 You agree to be bound by this EULA through:

- (a) **Your download, installation, or use of the uAssess Software; or**
- (b) **Your express agreement to this EULA.**

1.4 If You do not have authority to enter into this EULA or You do not agree with its terms, do not use or download the uAssess Software.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

2. Using uAssess Software

2.1 License and Right to Use. Umbrella grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement (a) license to use the Software; and (b) right to use the Cloud Services both as acquired from an Approved Source, for Your direct benefit during the Usage Term and as set out in Your Entitlement and this EULA (collectively, the “**Usage Rights**”). limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

The Software can be licensed as a subscription license that needs to be renewed monthly or annually (every 12 months).

A subscription license gives the Licensee a right to use the Software (the current or at any time the latest version) one (1) month or one (1) year from the date of subscription. If the subscription license is not renewed, the Licensee no longer has any right to use the Software.

A subscription license is automatically renewed, unless the Licensee has informed the Partner otherwise by giving three (3) months' written notice before the end of an update term (a 12-month period) for a yearly subscription – or two (2) weeks' notice for a monthly subscription.

You or Your Umbrella Partner elect not to auto-renew at the time of the initial order placed with Umbrella. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes.

The Software is a standard product. It shall be the sole responsibility of the Licensee to ensure that the functions of the Software fulfill the requirements and expectations of the Licensee.

Umbrella hereby grants to the Licensee a non-assignable and non-exclusive right to use the Software in accordance with the terms and conditions set out in this EULA solely for the Licensee's own internal business operations. The license is effective upon installation by the Licensee and remains in force until termination by either party.

2.2 Beta and Trial Use. If Umbrella grants You Usage Rights in uAssess Software on a trial, evaluation, beta or other free-of-charge basis for a period of 12 months from the date of installation of the uAssess Software.:

(a) You may only use the Software and Services on a temporary basis for the period limited by the license key or specified by Umbrella in writing. If there is no period identified, such use is limited to 30 days after the Security Assessment Software and Services are made available to You;

(b) If You fail to stop using and/or return the Security Assessment Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice;

(c) Umbrella, at its discretion, may stop providing the Security Assessment Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the uAssess Software; and

(d) The Security Assessment Software and Services may contain bugs, errors, or other issues. Umbrella provides Security Assessment Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Umbrella has no liability relating to Your use of the Security Assessment Software and Services.

(e) Umbrella will use its best endeavors to ensure on-going development of the Software, including correction of errors and inexpediency and, at the discretion of Umbrella, to change the Software with the aim of making the Software compatible with new versions .

2.3 Upgrades or Additional Copies of Software. You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have:

- (a) acquired such rights under a support agreement covering the Software; or
- (b) purchased the right to use Upgrades or additional copies separately.

The Licensee’s right to use the Software requires that the Licensee has accepted the terms and conditions in this EULA. One license gives the Licensee the right to use the Software for one physical person or one legal entity, for the number of users and user types acquired, and for one database or one tenant.

3. Fees: For the first 12 months there will be no License fees payable for accessing, installing and using uAssess Software. However Umbrella reserves its right to levy License fees in future. Umbrella as and when decides to levy License fees, a detailed chart will be displayed on the website.

The said License Fees will apply for the upcoming Renewal Term unless You or Your Umbrella Partner promptly notify Umbrella in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.

Fees for Your use of uAssess Software are set out in Your purchase terms with Your Approved Source. If You use uAssess Software beyond Your Entitlement (“**Overage**”), the Approved Source may invoice You, and You agree to pay, for such Overage.

4. Additional Conditions of Use

4.1 uAssess Software Generally. Unless expressly agreed by Umbrella, You may not:

- (a) transfer, sell, sublicense, monetize or make the functionality of any uAssess Software available to any third party;
- (b) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;
- (c) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the uAssess Software; or
- (d) use Umbrella Content other than as part of Your permitted use of the uAssess Software.

4.2 Cloud Services. You will not intentionally:

- (a) interfere with other customers' access to, or use of, the Cloud Service, or with its security;
- (b) facilitate the attack or disruption of the Cloud Service, including a denial-of-service attack, unauthorized access, penetration testing, crawling or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware and cancelbots etc.);
- (c) cause an unusual spike or increase in Your use of the Cloud Service that negatively affects operation of the Cloud Service; or
- (d) submit any information that is not contemplated in the applicable Documentation.

4.3 Evolving uAssess Software

Changes to Cloud Services. Umbrella may:

(1) enhance or refine a Cloud Service, although in doing so, Umbrella will not materially reduce the core functionality of that Cloud Service, except as contemplated in Section 3.3(b) (End of Life); and

(2) perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which You may experience some disruption to that Cloud Service. Whenever reasonably practicable, Umbrella will provide You with advance notice of such maintenance. You acknowledge that occasionally, Umbrella may need to perform emergency maintenance without providing You advance notice, during which Umbrella may temporarily suspend Your access to, and use of, the Cloud Service.

4.4 Protecting Account Access. You will keep all account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Umbrella of any known or suspected unauthorized use of or access to Your account.

4.5 Use with Third Party Products. If You use the uAssess Software with third party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Umbrella does not provide support or guarantee ongoing integration support for products that are not a native part of the uAssess Software.

5. Confidential Information and Use of Data

5.1 Confidentiality

- (a) Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates and contractors who have a need to know (“**Permitted Recipients**”).
- (b) Recipient:
 - (1) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient’s obligations under this EULA; and
 - (2) is liable for any breach of this Section by its Permitted Recipients.
- (c) Such nondisclosure obligations will not apply to information which:
 - (1) is known by Recipient without confidentiality obligations;
 - (2) is or has become public knowledge through no fault of Recipient; or
 - (3) is independently developed by Recipient.
- (d) Recipient may disclose Discloser’s Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser’s expense, regarding protective actions pursued by Discloser.
- (e) Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

5.2 How We Use Data.

Umbrella will access, process and use data in connection with Your use of the uAssess Software in accordance with applicable privacy and data protection laws.

6. Ownership

6.1 You retain any ownership of Your content and Umbrella retains ownership of the uAssess Software and Umbrella Content. You will not obtain any rights to the Software. Umbrella retains all intellectual property rights to the Software, updates, documentation, and all data enclosed in it, including, but not limited to, copyright, trademarks and other rights, titles and interests in the Software.

6.2 Umbrella may use any feedback You provide in connection with Your use of the uAssess Software as part of its business operations.

7. Warranties and Representations

7.1 Performance: Umbrella warrants that: the Software substantially complies with the Documentation during the Usage Term and it provides the Cloud Services with commercially reasonable skill and care in accordance with the Documentation and Product Specific Terms.

7.2. Qualifications

(a) Sections 7.1 do not apply if the uAssess Software or the equipment on which it is authorized for use:

- (1) has been altered, except by Umbrella or its authorized representative;
- (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Umbrella's instructions;
- (3) is acquired on a no charge, beta or evaluation basis;
- (4) is not a Umbrella-branded product or service; or
- (5) has not been provided by an Approved Source.

(b) Upon Your prompt written notification to the Approved Source during the warranty period of Umbrella's breach of this Section 7, Your sole and exclusive remedy (unless otherwise required by law) is, at Umbrella's option, either repair or replacement of the applicable uAssess Software; OR refund the License fees if any received

7.3 Except as set out in this Section and to the extent permitted by law, Umbrella expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the uAssess Software will be secure, uninterrupted or error-free. The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

8. Liability

8.1 Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.

8.2 The maximum aggregate liability of each party under this EULA is limited to:

- (a) for claims solely arising from Software licensed, the fees received by Umbrella for that Software; or
- (b) for all other claims, the fees received by Umbrella for the applicable uAssess Software and attributable to the 12 month period immediately preceding the first event giving rise to such liability.

8.3 Sections 8.1 and 8.2 do not apply to liability arising from:

- (a) Your failure to pay all amounts due; or
- (b) Your breach of Sections 2.1 (License and Right to Use), 3.1 (uAssess Software Generally), 3.2 (Cloud Services) or 12.8 (Export).

8.4 This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

8.5. Umbrella expressly disclaims any liability, whether expressed or implied with regard to:

- a) defects and errors, which are not related to the Software, but which are related to external factors, including other software products of the Licensee,
- b) acts or omissions of the Partners of Umbrella
- c) the interaction between the Software and any other hardware and/or software environment and organization at the Licensee's location or at any remote location, including but not limited to hosting or data centers
- d) errors, defects, and inexpediency of third-party's standard products, delivered by Umbrella
- e) the Licensee's changes and/or modifications in or with the Software, and
- f) compatibility between the Software and any new version, update etc. of third-party's software.
- g) Umbrella shall not in any way be liable for circumstances related to the non-fulfilment of the Licensee's duties in respect of this Agreement.
- h) In no event shall Umbrella be held liable for any damage resulting from loss of data, loss of profits or goodwill or other consequential damages.

8.6. Limitation of Liability

8.6.1. Umbrella expressly disclaims any liability, whether expressed or implied with regard to (i) defects and errors, which are not related to the Software, but which are related to external factors, including other software products of the Licensee, (ii) acts or omissions of the Partners of Umbrella (iii) the interaction between the Software and any other hardware and/or software environment and organization at the Licensee's location or at any remote location, including but not limited to hosting or data centers (iv) errors, defects, and inexpediency of third-party's standard products, delivered by Umbrella (v) the Licensee's changes and/or modifications in or with the Software, and (vi) compatibility between the Software and any new version, update etc. of third-party's software.

8.6.2. Umbrella shall not in any way be liable for circumstances related to the non-fulfilment of the Licensee's duties in respect of this Agreement. In no event shall Umbrella be held liable for any damage resulting from loss of data, loss of profits or goodwill or other consequential damages. Umbrella's liability can under no circumstances exceed the license fee if any paid by the Licensee under the Agreement excluding any update fee paid in accordance with clause 6 above.

9. Termination and Suspension

9.1 This Agreement is effective from the first date you subscribe the uAssess Software. If you found uAssess is not giving you desired results or not upto your expectation, You may intimate Umbrella, who will resolve the issues to your satisfaction. If not satisfied, You may terminate this Agreement any time by just deleting the uAssess software from your device.

9.2 Termination

Umbrella may terminate this Agreement at any time without notice :

(a) if you fail to comply with the terms and conditions of this Agreement and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause.

(b) Umbrella may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 4.1 (uAssess Software Generally), or 4.2 (Cloud Services).

(c) Upon termination of the EULA, You must stop using the uAssess Software and destroy any copies of Software and Confidential Information within Your control.

(d) On termination for any reason:

- (i) all rights granted to you under this EULA shall cease;
- (ii) you must immediately cease all activities authorised by this EULA, including your use of any Services;
- (iii) you must immediately delete or remove the uAssess from all Devices, and immediately destroy all copies of the uAssess and Documents then in your possession, custody or control and certify to us that you have done so;
- (iv) we may remotely access the Devices and remove the uAssess from all of them.

9.3 Suspension. :

Umbrella may immediately suspend Your Usage Rights if You breach Sections 2.1 (License and Right to Use), 3.1 (uAssess Technology Generally), 3.2 (Cloud Services), 5.1 (Confidentiality)

10. Changes to this agreement

Umbrella reserve its right to amend this Agreement including any referenced policies and other documents from time to time. In case of any material changes to this Agreement, the same will be notified to You, by posting the change on our website or sending You an e-mail at your primary email address. Any changes to this Agreement will be effective immediately for new end users; otherwise for existing end users, the changes will be effective upon the earlier of thirty (30) calendar days following e-mail notice to You or thirty (30) calendar days following our posting of

the notice on our website. At any point in time Umbrella may in its sole and absolute discretion introduce license fees for any Software, Services, or parts or individual components thereof ("Features"), regardless of whether Umbrella previously charged separately for such features.

11. General Provisions

11.1 Survival. Sections 3 Fees 4. (Additional Conditions of Use), 5 (Confidential Information and Use of Data), 6 (Ownership), 7. (Warranties and Representations), 8 (Liability), 9 (Termination and Suspension), and 11 (General Provisions) survive termination or expiration of this EULA.

11.2 Third Party Beneficiaries. This EULA does not grant any right or cause of action to any third party.

11.3 Assignment and Subcontracting.

(a) Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party's express written consent.

(b) Umbrella may:

- (1) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of Umbrella, or otherwise as part of a sale or transfer of any part of its business; or
- (2) subcontract any performance associated with the uAssess Software to third parties, provided that such subcontract does not relieve Umbrella of any of its obligations under this EULA.

11.4 Modifications to the EULA. Umbrella may change this EULA or any of its components by updating this EULA on Umbrella.com. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.

11.5 Compliance with Laws

(a) **General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Umbrella may restrict the availability of uAssess Software in any particular location or modify or discontinue features to comply with applicable laws and regulations.

(b) **Data collection and transfer.** If You use the uAssess Software in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction. You acknowledge that You are the entity responsible for complying with such laws.

11.6 Governing Law and Venue. This EULA, and any disputes arising from it, will be exclusively governed by the Indian laws and the courts in Delhi will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the EULA or its formation, interpretation or enforcement.

Each party consents and submits to the exclusive jurisdiction of such courts. Regardless of the below governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of Umbrella's intellectual property or proprietary rights.

11.7 Notice. Any notice delivered by Umbrella to You under this EULA will be delivered via email, regular mail or postings on Umbrellainfocare.com. Notices to Umbrella should be sent to Umbrella unless this EULA, applicable Product Specific Terms or an order specifically allows other means of notice.

11.8 Force Majeure. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

11.9 No Waiver. Failure by either party to enforce any right under this EULA will not waive that right.

11.10 Severability. If any portion of this EULA is not enforceable, it will not affect any other terms.

11.11 Entire agreement. This EULA is the complete agreement between the parties regarding the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).

For any question concerning this EULA, you may contact UMBRELLA at the following address: <https://www.umbrella.com/help>