

## SECPOD END USER LICENSE AGREEMENT

***PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SOFTWARE (AS DEFINED BELOW). THIS IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND SECPOD TECHNOLOGIES PVT. LTD. A.S., A COMPANY INCORPORATED UNDER THE COMPANIES ACT 1956 OF INDIA, HEREIN AFTER REFERED AS ("SECPOD"). BY ASSENTING ELECTRONICALLY, INSTALLING OR USING THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.***

If you do not agree with the terms and conditions of this Agreement, do not continue the installation process and delete or destroy all copies of the Software in your possession. This Agreement accompanies certain software (including any upgrades or updates thereto as provided by SECPOD, the "Software") and related explanatory written materials. In this Agreement, "Documentation" means on-line explanatory information provided with the Software together with any information provided by SECPOD that lists the conditions subject to which you may use (or continue to use) the Software (the "Documentation").

### **1. SCOPE OF AGREEMENT**

This Agreement governs your initial purchase of SECPOD's Software, Support and Maintenance for the Software. The Software and its permitted use are further described in the Documentation. The term "Software" includes Documentation unless otherwise specified.

### **2. ACCOUNTS; AUTHORIZED USERS**

**2.1. Account Registration.** You must register for an account with us in order to place Orders or access or receive Software. Your registration information must be accurate, current and complete. You must keep your registration current so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your account. If you order Software through a Reseller (defined in Section 7.8), then you are solely responsible for (i) any access by Reseller to your account and (ii) any related rights or obligations in your applicable agreement with the Reseller.

**2.2. Authorized Users.** Only Authorized Users may access and use the Software. Some Software may allow you to designate different types of Authorized Users, in which case pricing and functionality may vary according to the type of Authorized User. You are responsible for compliance with this Agreement by all Authorized Users, including what Authorized Users do with your data, and for all fees incurred by Authorized Users.

### **3. LICENSE**

SECPOD grants you a non-exclusive license (the "License") to use the Software and the Documentation for the agreed term indicated in the Documentation or applicable transaction materials made available to you at the time of your purchase of the Software (the "Service Period"), if you agree to the terms and conditions of this Agreement.

#### **3.1. Permitted Use of the Software**

You may install and use the Software on up to the agreed number of computers indicated in the Documentation or other transaction materials made available to you at the time of your purchase of the

Software (the “Permitted Computers”). The Software must be used exclusively by you or representatives of your organization.

SECPOD’s central monitoring software shall be accessed over the network. SECPOD Software shall be installed on to the organization’s designated user’s system. You may install on any number of systems, provided such initialization is within the organization. Notwithstanding anything to the contrary, the License shall not extend beyond the license limit purchased for Permitted Computers.

### **3.2. Upgrades and Updates**

Upgrades and updates of the Software shall be provided to you by SECPOD during the term of the License indicated in the Documentation or other transaction materials made available to you at the time of your purchase of the Software. You will not be entitled to receive any feature or content updates or upgrades of the Software once the license period expires, unless you renew the Service Period or purchase a new subscription.

### **3.3. Support and Maintenance**

During the period for which you have paid the applicable License fee, SECPOD will provide Support and Maintenance for the Software in accordance with the SECPOD Support Policy. Support and Maintenance for Software includes access to New Releases, if and when available, and any references to “Software” in this Agreement include New Releases.

## **4. OWNERSHIP RIGHTS**

The Software and Documentation is the intellectual property (“Proprietary Intellectual Property”) of SECPOD and is protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Software is being used. The structure, organization and code of the Software are valuable trade secrets and confidential information of SECPOD. Comments or suggestions you provide about the Software to SECPOD, SECPOD shall have the right to retain and use any such comments or suggestions in our current or future products or services, without further compensation to you and without your approval of such retention or use. Except as stated in this Agreement, your possession, installation and use of the Software does not grant you any rights or title to any intellectual property rights in the Software or Documentation. All rights to the Software and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights are reserved by SECPOD.

## **5. RESTRICTIONS**

You agree that SECPOD Proprietary Intellectual Property is the sole property of SECPOD (or its licensor) and that SECPOD (or its licensor) will at all times retain sole and exclusive title to and ownership thereof. Nothing contained in this Agreement or otherwise shall be construed to grant you any right, title, license or other interest in, to or under any SECPOD Proprietary Intellectual Property (whether by estoppel, implication or otherwise).

You may not copy or use the Software or the Documentation except as set forth in Section 3 of this Agreement. You may not remove any proprietary notices on the Software; any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on and in the Software. You agree not to modify, adapt, translate, reverse engineer, de-compile or disassemble the Software or otherwise attempt to discover the source code of the Software or algorithms contained therein or create any derivative works from the Software. You are not permitted to use the Software associated with the provision of any commercial services which include processing or transferring the data of or for other persons or entities (“Data”), including cloud computing and “Software as a Service” solutions, providing storage capacities for Data; transmitting, routing of or providing connection to Data or providing information search tool services. You may not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other similar arrangement.

## 6. TRANSFER

You may not rent, lease, sub-license, or lend the Software or the Documentation or any portions thereof.

## 7. LICENSE TERM, RETURNS AND PAYMENT

**7.1. License Term and Renewals.** The License Term, Support and Maintenance period, and Technical Account Management services period will be indicated in the Order (as applicable). The License Term and any applicable service periods will commence on the Order date and expire on the expiration date indicated in your account. Unless earlier terminated in accordance with this Agreement, each right to use Software will expire at the end of the applicable License Term. Any renewals must be mutually agreed upon by the parties in writing. All renewals are subject to the applicable Software or Support and Maintenance continuing to be offered and will be charged at the then-current rates.

**7.2. Delivery.** We will deliver the applicable license keys to your account no later than when we have received payment of the applicable fees. All deliveries under this Agreement will be electronic.

**7.3. Increased Scope of Use.** During your License Term, you may increase your Scope of Use (e.g., adding licenses, copies or instances) by placing a new Order. Any increases to your Scope of Use will be subject to additional fees, as set forth in the applicable Order.

**7.4. Payment.** You will pay all fees in accordance with each Order, by the due dates and in the currency specified in the Order. If a purchase order number is required in order for an invoice to be paid, then you must provide such purchase order number to SECPOD by emailing the purchase order number to [finance@secpod.com](mailto:finance@secpod.com). All amounts are non-refundable, non-cancelable and non-creditable. You agree that we may bill your credit card or other payment method for renewals, and unpaid fees, as applicable.

**7.5. Taxes.** Your fees under this Agreement exclude any taxes or duties payable in respect of the Software in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by SECPOD, you must pay to SECPOD the amount of such taxes or duties in addition to any fees owed under this Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to SECPOD any such exemption information, and SECPOD will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

**7.7. Withholding Taxes.** You will pay all fees net of any applicable withholding taxes. You and SECPOD will work together to avoid any withholding tax if exemptions, or a reduced treaty withholding rate, are available. If SECPOD qualifies for a tax exemption, or a reduced treaty withholding rate, SECPOD will provide you with reasonable documentary proof. You will provide SECPOD reasonable evidence that you have paid the relevant authority for the sum withheld or deducted.

**7.8. Reseller Orders.** This Section 7.8 applies if you purchase the Software, Support and Maintenance through an authorized partner or reseller of SECPOD (“**Reseller**”).

(a) Instead of paying SECPOD, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller. SECPOD may suspend or terminate your rights to use Software if SECPOD does not receive the corresponding payment from the Reseller.

(b) Instead of an Order with SECPOD, your order details (e.g., Software, Scope of Use and License Term) will be as stated in the order placed with SECPOD by the Reseller on your behalf, and the Reseller is responsible for the accuracy of any such order as communicated to SECPOD.

(c) If you are entitled to a refund under this Agreement, then unless otherwise specified by SECPOD, SECPOD will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to you.

(d) Resellers are not authorized to modify this Agreement or make any promises or commitments on SECPOD's behalf, and SECPOD is not bound by any obligations to you other than as set forth in this Agreement.

(e) The amount paid or payable by the Reseller to us for your use of the applicable Software under this Agreement will be deemed the amount actually paid or payable by you to us under this Agreement for purposes of calculating the Liability.

## **8. CONFIDENTIALITY**

Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any SECPOD Technology and any performance information relating to the Software will be deemed Confidential Information of SECPOD without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 8 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 8. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

## **9. TERMINATION**

**9.1. Termination for Cause.** Either party may terminate this Agreement (including all related Orders) if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (90) days thereafter).

**9.2. Termination for Convenience.** You may choose to stop using the Software and terminate this Agreement (including all Orders) at any time for any reason upon written notice to SECPOD, upon any such termination (i) you will not be entitled to a refund of any pre-paid fees and (ii) if you have not already

paid all applicable fees for the then-current License Term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.

**9.3. Effects of Termination.** Upon any expiration or termination of this Agreement, your license to the Software terminates (even if the License Term is identified as “perpetual” or if no expiration date is specified in your Order) and you must cease using and delete (or at our request, return) all Software and Confidential Information or other materials of SECPOD in your possession, including on any third-party systems operated on your behalf. You will certify such deletion upon our request. If this Agreement is terminated by you in accordance with Section 9.1 (Termination for Cause), SECPOD will refund you any prepaid Software fees covering the remainder of the then-current License Term after the effective date of termination. If this Agreement is terminated by SECPOD in accordance with Section 9.1 (Termination for Cause), you will pay any unpaid fees covering the remainder of the then-current License Term after the effective date of termination. In no event will termination relieve you of its obligation to pay any fees payable to SECPOD for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

**9.4. Survival.** The following Sections will survive any termination or expiration of this Agreement: 5 (Restrictions), 7.4 (Payment), 7.5 (Taxes), 8 (Confidentiality), 9 (Termination), 10 (Warranty Disclaimer), 10 (Limitations of Liability), 13 (Governing Law and Jurisdiction), and 14 (General).

## **10. LIMITED WARRANTY; DISCLAIMERS AND EXCLUSION OF LIABILITY**

SECPOD warrants to you that the Software will perform substantially if the subscription/License is active. If the Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability of SECPOD, exclusive remedy shall be limited to, at SECPOD’S option, either (i) Replace the Software or (ii) Refund the license fee you paid for the Software. This limited warranty is void if the Software does not perform substantially in accordance with the Documentation because of any accident, abuse, alteration or misapplication of the Software by you or any third party other than SECPOD, its distributors or agents.

Be aware that the Software may make changes to your computer that may adversely affect its functionality, such as deleting system or application files identified malicious or vulnerable by the Software. You acknowledge and agree to such changes to your computer that may occur because of your use of the Software. The Software is not fault-tolerant and as such is not designed for use in hazardous environments requiring fail-safe performance.

***SECPOD DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. THE REMEDY IN THIS SECTION STATES THE SOLE AND EXCLUSIVE REMEDIES FOR SECPOD'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE SOFTWARE IS PROVIDED “AS IS” AND SECPOD MAKES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ALL CONDITIONS AND WARRANTIES IMPLIED BY STATUTE, COMMON LAW OR JURISPRUDENCE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PURPOSE. YOU AGREE AND ACCEPT THAT, TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL SECPOD BE LIABLE TO YOU FOR ANY DAMAGES, ESPECIALLY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR LOST DATA, EVEN IF SECPOD HAS BEEN ADVISED OF THE POSSIBILITY***

***OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE AND ACCEPT THAT, TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL SECPOD'S LIABILITY FOR ANY DAMAGE EXCEED THE AMOUNT OF THE LICENSE FEE YOU PAID FOR THE SOFTWARE FOR THE APPLICABLE SERVICE PERIOD.***

## **11. PRIVACY; PROCESSING OF PERSONAL INFORMATION**

The Software reports to SECPOD the number of licenses in use by the End-User. The Software also collects and maintains information in an internal database. This database can be hosted by an End-User, a service provider, or SECPOD. Information collected and stored in the internal database may include personally identifiable information from the computer on which it is installed, including:

8.1 Information and files (including executable files) on your computer identified by the Software as potentially vulnerable, together with the information about the nature of identified potential threats;

8.2 Certain information about your computer hardware, software and/or network connection;

8.3 Certain information about the installation and operation of the Software and encountered errors or problems;

8.4 Statistical information about vulnerability detected by the Software; and

By using the Software, you acknowledge and agree that the Software may collect the information as described above and maintain it in an internal database hosted by you, a service provider that provides security services, or SECPOD. You are giving this consent on behalf of all users of your computers where the Software will be used under this license and you accept full responsibility for informing all users and acquiring their fully informed, free and valid consent with processing of their personal information by the Software as described above.

## **12. EXPORT REGULATIONS**

You agree and accept that the Software and the Documentation may be subject to import and export laws of any country. If you transfer or export the Software, which in all cases must be done in accordance with this Agreement, you agree to and acknowledge that you are exclusively responsible for complying with all applicable laws and regulations, regardless of the country in which you reside in or of which you are a citizen.

## **13. GOVERNING LAW AND JURISDICTION**

The laws of the State of California, excluding its conflicts of law rules, govern this Agreement and your use of the Software and the Documentation. The State of Delaware shall be the exclusive jurisdiction and venue for any dispute or legal matter arising out of or associated with this Agreement or your use of the Software and the Documentation. Notwithstanding this, you agree that SECPOD shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **14. GENERAL**

This Agreement is the entire agreement between you and SECPOD relating to the Software and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract.

This Agreement will immediately terminate upon your breach of any obligation contained herein (especially your obligations in Sections 2, 3, 4 & 5, which will cause forfeiture of any rights you may have to refund

of the license fee paid for the Software). SECPOD reserves the right to any other remedies available under law in the event your breach of this Agreement adversely affects SECPOD or its distributors or agents. The limitations of liability and disclaimers of warranty and damages contained herein shall survive.

**14.1. Notices.** Any notice under this Agreement must be given in writing. We may provide notice to you via email or through your account. You agree that any such electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Our notices to you will be deemed given upon the first business day after we send it. You will provide notice to us by post to SecPod Technologies Private Limited c/o SecPod Technologies, Inc., 303 Twin Dolphin Drive, 6<sup>th</sup> Floor, Redwood City, CA, USA 94065. Your notices to us will be deemed given upon our receipt.

**14.2. Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

**14.3. Assignment.** You may not assign or transfer this Agreement without our prior written consent. As an exception to the foregoing, you may assign this Agreement in its entirety (including all Orders) to your successor resulting from your merger, acquisition, or sale of all or substantially all of your assets or voting securities, provided that you provide us with prompt written notice of the assignment and the assignee agrees in writing to assume all of your obligations under this Agreement. Any attempt by you to transfer or assign this Agreement except as expressly authorized above will be null and void. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. We may also permit our Affiliates, agents and contractors to exercise our rights or perform our obligations under this Agreement, in which case we will remain responsible for their compliance with this Agreement. Subject to the foregoing, this Agreement will inure to the parties' permitted successors and assigns.

## **15. DEFINITIONS**

**Technical Account Manager ("TAM")** services, Support and Maintenance or other services related to the Software provided to you by SECPOD, as identified in an Order.

**"Affiliate"** means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of greater than 50% of the voting equity securities or other equivalent voting interests of the entity.

**"SECPOD Technology"** means the Software, SECPOD Deliverables, any and all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate feedback.

**"Authorized Users"** means the specific individuals whom you designate to use the applicable Software. Authorized Users may be your or your Affiliates' employees, representatives, consultants, contractors, agents or other third parties who are acting for your or your Affiliates' benefit or on your or your Affiliates' behalf.

**"Documentation"** means our standard published documentation for the Software.

**“Laws”** means all applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and the exportation of technical or personal data.

**“License Term”** means your permitted license term for the Software, as set forth in an Order.

**“New Releases”** means any bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that SECPOD makes available to you as part of Support and Maintenance.

**“Order”** means SECPOD’s applicable ordering documentation or other purchase flow referencing this Agreement. Orders may include purchases of Software licenses, Support and Maintenance, increased or upgraded Scope of Use or renewals.

**“Scope of Use”** means your authorized scope of use for the Software as specified in the applicable Order, which may include: (a) number and type of Authorized Users, (b) numbers of licenses, copies or instances.

**“Software”** means SECPOD’s commercially available downloadable software products (currently designated as “Server” or “Data Center” deployments), including mobile applications of such products. Your Order will specify the Software that you may use.

**“Support and Maintenance”** means SECPOD’s support and maintenance services for the Software, as further described in the Support Level Agreement.