End User License Agreement

Last Updated: 06th March, 2024

This End User License Agreement (the "Agreement" or "EULA") contains the terms and conditions upon which CloudSEK offers access to its XVigil Platform ("Product or Platform"). This EULA governs the purchase, access, and use of Products by the Customer listed on an Order or Statement of Work ("SOW") (hereinafter "Customer" or "You" or "Your"). In order to use or receive the benefits of any Product, You must purchase the applicable Product through an Order. If CloudSEK introduces new Products in the future, such Products will be governed by this Agreement.

This Agreement constitutes a legally binding contract on You (being a person or legal entity identified as the Administrator of an account with CloudSEK over XVigil Platform via AWS Marketplace and governs the terms and conditions to use and access of the Services/Products by You, your Agents, and other authorized personnel whether in connection with a free, paid or trial subscription of the Platform. Please read this Agreement carefully as it contains important information about your legal rights, remedies, and obligations.

IF YOU HAVE ARRIVED AT THIS PAGE DURING THE PROCESS OF INSTALLING, DOWNLOADING, ACCESSING, OR DEPLOYING A PRODUCT, YOU ACKNOWLEDGE AND AGREE THAT BY PROCEEDING WITH THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE OF THE PRODUCT AND/OR BY CLICKING "ACCEPT" OR "I AGREE" BUTTON, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DISCONTINUE THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE. IF YOU PROCEED WITH INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND THE CUSTOMER.

Be sure to carefully read and understand all the terms and conditions set forth in this Agreement prior to opening, installing, or using this Product. This Product contains software and other proprietary material which is subject to this Agreement. By installing and using the Product with which this Agreement was provided, the user creates a binding legal agreement between CloudSEK Research PTE. LTD. (including its affiliates) and the entity that is the end user of the Product or the Customer. If You do not agree to the terms of this Agreement, do not click on the "Accept" or "I Agree" button, do not download or do not use the Application.

This Agreement may be periodically updated and the current version will be posted at the Legal Column over our official website (www.cloudsek.com). Your continued use of the Products after a revised Agreement has been posted constitutes your acceptance of its terms. The Platform is licensed, not sold, to You by CloudSEK for use strictly in accordance with the terms of this Agreement.

1. **Definitions**

    a. **Account or Your Account** means the Account maintained by your Entity on the Platform.
    b. **Account Information** means certain information and details, including name, e-mail id, and any other information deemed necessary by CloudSEK to maintain an Account with the Platform.
    c. **Administrator** means the person within the Entity who has authority to give access to other users (Subusers) of the Platform.
    d. **Services** means the External Attack Surface Monitoring Platform and Services provided to You through the tools and functionalities of the Platform.
    e. **Sub-user(s)** means all users within the Entity that the Administrator provides an access to use the Platform through Your Account.
    f. **Authorized User** means an employee, agent, contractor, or other third party authorized by Customer and/or its Affiliates to access, use, download, deploy, or install the Products
    g. **Term** means the time period of this Agreement's validity beginning from the date on which You have signified Your acceptance to the same.
    h. **Your Data** means all data that You upload to the Platform or fetch from the accounts that You maintain with the Platform. Your Data also includes information generated through the Platform by using the Platform's tools and functionalities.
    i. **Order** means a written order form/sales proposal, purchase order, or similar ordering document for Products submitted to, and approved, by CloudSEK and/or Partner.
    j. **Affiliate** means any entity controlled, directly or indirectly, by, under common control with, or controlling a party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the Party has operational or management control. For the purposes of this definition, control means the power to direct, or cause the direction of, the management and policies of such entity whether by contract, law, or ownership of the majority of the voting shares or assets of another entity.

k. **Documentation** means the documentation and usage guidelines for the Products, as updated from time to time by CloudSEK.

l. **Fees** means any fees paid or to be paid for Products under an Order.

m. **Force Majeure Event** means any circumstances which are unforeseeable, and beyond the reasonable control of the party affected, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider or hosting facility failures or delays, hardware, software or power systems not provided by CloudSEK, or acts undertaken by third parties, including without limitation denial of service attacks.

n. **Partner or Channel Partner** means the CloudSEK-approved partner authorized by CloudSEK to resell or otherwise provide Products to end user customers.

o. **Product(s) or Platform** means, collectively, all CloudSEK SaaS, Software, Platform, Hardware, Deployment Services, and Support Services, including all Upgrades.

2. **Payment:**

   a. **Payment Term:** Unless otherwise agreed to in writing between the parties, Fees and payment terms shall be agreed and documented between CloudSEK and the Customer and/or its Affiliate(s) and the Partner. All amounts associated with the Your Account are due in full and payable in advance on annual upfront basis or as agreed upon based on the plan chosen by You or as mutually agreed upon between You and CloudSEK. All Fees paid are non-refundable unless otherwise agreed upon. You acknowledge and agree that no refunds shall be paid on account of opting out, cancellation, non-use or partial use of the Services.

   b. **Payment Methods:** Fees may be paid by the You through methods or channels of payment provided by CloudSEK through its Services.

   c. **Overdue Payments**: Any payment not received by CloudSEK by the due date and not subject to a reasonable and good faith dispute may accrue, at CloudSEK's option, late charges at the lesser of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, from the date such payment was due until the date paid, plus all reasonable collection expenses incurred by CloudSEK.

   d. **Suspension:** If Your account is thirty (30) days or more overdue (except for charges under reasonable and good faith dispute), then, following five (5) business days' written notice (including via email), CloudSEK reserves the right to suspend Your access to the Products/Platform until such amounts are paid in full, in addition to any of CloudSEK's other rights and/or remedies.

   e. **Taxes:** Unless otherwise stated, the above fees do not include any taxes. You are responsible for paying all taxes associated with Your purchase hereunder, excluding taxes based on CloudSEK's net income or property. If CloudSEK has the legal obligation to pay or collect taxes for which You are responsible, the appropriate amount shall be invoiced to and paid by You, unless You provide CloudSEK with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. **Subscription Rights; Intellectual Property Rights; Restrictions; and Guidelines:**

   3.1 Subscription Rights: Subject to the terms and conditions in this Agreement, CloudSEK grants the Customer and its Affiliates a limited, non-transferable, non-assignable (except as set forth in this Agreement), non-exclusive right to access and use the Products during the Subscription Term for the quantity of purchased Products set forth in the Order or any respective Statement of Work ("SOW") or Service Level Agreement ("SLA").

   3.2 Access and Use of Products: Customer agrees to only access and use the Products in accordance with this Agreement and the applicable Documentation, including any relevant Product usage guidelines provided to it by CloudSEK. Customer and CloudSEK agrees to work together in good faith to promptly resolve any unauthorized access or use of the Products by Customer. Customer shall not maintain more than one Account for its organization/business entity and every organization is permitted to use and maintain only single Account. Customer may access the Platform and Services using a single user Account via multiple access points or as multiple user/accounts as per the service plan opted by the Customer in the respective Order.

   3.3 Ownership and Intellectual Property Rights:

       3.3.1 **CloudSEK**. The Software and all rights, without limitation including but not limited to (i) all rights, title and interest in and to the software (in object and source code forms) and Documentation, copies thereof, corrections thereto (whether made by CloudSEK or others) and related materials, (ii) all rights, title, interest and goodwill associated with CloudSEK's service marks, trademarks, trade names or any other designations, and (iii) all copyrights, patent rights, trade secret rights and all

other intellectual property and proprietary rights in the Software (in object and source code forms) and Documentation (iv) all proprietary rights and intellectual property rights thereto are owned by CloudSEK and/or its licensors. All rights and title in and to the Products, CloudSEK Materials, and Documentation, including all Intellectual Property Rights inherent therein, belong exclusively to CloudSEK and its licensors. No rights are granted to Customer other than as expressly set forth in this Agreement.

3.3.2   **Customer**. All rights and title in and to the Customer Data, including all Intellectual Property Rights inherent therein, belong exclusively to Customer. No rights are granted to CloudSEK other than as expressly set forth in this Agreement.

3.4   **Restrictions to Usage:** Customer and its Authorized Users (i) shall not (a) modify, copy, display, republish or create derivative works based on the Products or CloudSEK materials; (b) reverse engineer the Products; (c) access or use the Products to build a competitive product or service, or copy any ideas, features, functions or graphics of the Products; (d) use the Products in any way prohibited by applicable law or that would cause either party to violate applicable law including but not limited to: (1) sending spam or other duplicative or unsolicited messages; (2) using the Products to send infringing, obscene, threatening, libellous, or other unlawful material; (3) using the Products to access blocked services; or (4) uploading to the Products or using the Products to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (e) use the Products to run automated queries to external websites (since such websites may include CloudSEK IPs in their respective IP block lists); (f) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (g) attempt to gain unauthorized access to the Products or its related systems or networks; (h) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Products; (i) perform penetration or load testing on the Products or CloudSEK's cloud without the prior written consent of CloudSEK and agreeing to certain conditions and requirements for such penetration or load testing; or (j) without the express prior written consent of CloudSEK, conduct any public benchmarking or comparative study or analysis involving the Products; and (ii) agree to (a) use the Products solely for its internal business purposes; and (b) only permit access to the Products by Authorized Users.

3.5   **Customer Guidelines and Responsibilities**: Customer agrees and understands that: (i) it is responsible for all activity of Authorized Users and for Authorized Users' compliance with this Agreement; (ii) it shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Products, and notify CloudSEK promptly of any such unauthorized access or use; and (c) comply with all applicable laws and/or regulations in using the Products; (iii) the Products shall not include Customer's connection to the Internet or any equipment or third party licenses necessary for Customer to use the Products, which shall be Customer's sole responsibility; (iv) it is responsible for supplying CloudSEK with any technical data and other information and authorizations that CloudSEK may reasonably request to allow CloudSEK to provide the Products to Customer; and (vi) CloudSEK shall have the right to: (a) use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Products without restriction and without obligation to Customer (collectively "Feedback"); (b) utilize information collected regarding Customer's use of the Products for the purposes of (1) maintaining, improving and/or analyzing the SaaS, including providing advanced analytics and reporting to Customer, (2) complying with all legal or contractual requirements, and/or (3) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Products; and (c) develop and commercialize benchmarks and measures based on Aggregated Data. The foregoing shall in no way limit CloudSEK's confidentiality and security obligations set forth in this Agreement. CloudSEK acknowledges that all Feedback is provided "As-Is" without warranty of any type.

3.6   **CloudSEK Guidelines and Responsibilities:**

3.6.1   CloudSEK maintains reasonable and appropriate physical, organizational, administrative, and technical safeguards designed to protect Customer Data from loss, misuses, unauthorized access, disclosure, alteration, and destruction ("Security Measures"). CloudSEK is certified under ISO 27001 and ISO 22301 standards and is audited by a third party to ensure its ongoing compliance with these certifications. CloudSEK regularly tests, assesses and evaluates the effectiveness of the Security Measures.

3.6.2   CloudSEK reserves the right to suspend Customer's access to or download of Products in the event Customer's use of the Products represents an imminent threat to CloudSEK's network, or if directed by a court or competent authority. In such cases, CloudSEK will (i) suspend such Products only to the extent reasonably necessary to prevent any harm to CloudSEK's network (for example, blocking offending source IP addresses); (ii) use its reasonable efforts to promptly contact Customer and give

Customer the opportunity to promptly change the configuration of its server(s) accordingly and/or work with Customer to promptly resolve the issues causing the suspension of such Products; and (iii) reinstate any suspended Products immediately after any issue is abated.

4. **Confidential Information:**

   4.1 **Definition of Confidential Information:** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Orders hereunder), the Customer Data, the Products, the CloudSEK Materials, CloudSEK's security information and reports, and each party's respective business and marketing plans, technology and technical information, product designs, and business processes. The obligations in this Section shall not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (iv) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality.

   4.2 **Confidentiality:** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Either party may disclose Confidential Information on a need-to-know basis to (i) its personnel, auditors, and Affiliates who are subject to the same confidentiality obligations, and (ii) its attorneys and accountants who are either subject to professional obligations of confidentiality or have agreed to be bound by confidentiality obligations at least as protective as those set out herein.

   4.3 **Protection:** Receiving Party will use at least the same level of care to prevent unauthorized use of the Confidential Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care.

   4.4 **Compelled Disclosure:** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

   4.5 **Remedies:** If the Receiving Party discloses or uses (or threatens to disclose or use) or the Disclosing Party reasonably believes that the Receiving Party may disclose or use any Confidential Information of the Disclosing Party in breach of the confidentiality protections hereunder, or if the Receiving Party is compelled to disclose (or is likely to become compelled to disclose) any Confidential Information of the Disclosing Party pursuant to Section 4.4, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts or seek a protective order regarding such acts.

5. **Warranties:**

   5.1 **Mutual Warranty:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

   5.2 **SaaS and Software Warranty:** CloudSEK warrants that the SaaS and/or Software will (i) substantially conform to the Documentation; and (ii) be provided in accordance with the SLAs/Order form(s). If Customer believes the warranty stated in this Section has been breached, Customer must notify CloudSEK of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and CloudSEK will promptly correct the non-conformity at its own expense if a breach of this warranty occurred.

   5.3 **Support Services and TAM Warranty.** CloudSEK shall provide the Support Services and warrants that the Support Services, including Support Services provided by a TAM, will be performed in a professional manner in accordance with industry standards for like services, but does not guarantee that every question or problem will be resolved. CloudSEK's obligation to provide Support Services, through a TAM or otherwise, does not include services requested as a result of causes or errors which are not attributable to CloudSEK or its authorized agents. If, upon investigating the cause of the incident, CloudSEK determines that there is a defect in the Product, CloudSEK will provide a remedy in the form of a workaround, or another version of the Product that includes a bug fix for the defect. Customer agrees to provide reasonable support information necessary to understand and resolve the incident, which may include log files, configuration files and/or error messages.

   5.4 **Disclaimer of Warranties:** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. CLOUDSEK EXPRESSLY DISCLAIMS,

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, OR THAT THE PRODUCTS WILL BE ERROR-FREE.

5.5 Warranty Remedies: Without limiting any Service Credits incurred in the event CloudSEK does not meet the SLAs/Order form(s), the remedies stated in Sections 5.2 through 5.3 above are the sole remedies, and CloudSEK's sole obligation, with respect to Products that fail to comply with the foregoing warranties.

6. **Term and Termination:**

   6.1 Agreement Term: This Agreement shall continue in effect for the subscription Term.

   6.2 Order or Subscription Term: The initial term of Customer's subscription to the Products will begin on the start date set forth in an Order and will continue for the period of time stated in the Order or the respective Statement of Work ("SOW") ("Initial Subscription Term"). Prior to the end of the Initial Subscription Term, the length and pricing for a renewal term will be agreed to ("Renewal Subscription Term"); otherwise, Customer's subscription will terminate at the end of the Initial Subscription Term (or the then-applicable Renewal Subscription Term).

   6.3 Termination for Material Breach: Either party may terminate this Agreement and any Order: (i) if the other party is in material breach of any of the terms and conditions of this Agreement and does not cure such material breach within thirty (30) days of receiving notice; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

   6.4 Termination by CloudSEK:

   6.4.1 CloudSEK reserves the right to suspend or terminate Customer's Account or restrict or prohibit Customer's access to the Platform immediately (a) if CloudSEK is unable to verify or authenticate Customer's registration data, email address or other information as provided by the Customer, (b) if CloudSEK believes that Customer's actions may cause legal liability for the Customer or for CloudSEK, or all or some of CloudSEK's other users, or (c) if CloudSEK believes Customer has provided false or misleading registration data or other information, have not updated its Account Information, have interfered with other users or the administration of the Services, or have violated this Agreement or the Privacy Policy.

   6.4.2 Customer shall not be entitled to access the Platform or avail the Services if Customer Account has been temporarily or indefinitely suspended or terminated by CloudSEK for any reason whatsoever. CloudSEK may, at any time, reinstate any suspended Account, without assigning any reasons. If Customer Account has been indefinitely suspended, Customer shall not be allowed to re-register or attempt to register another account with CloudSEK or its affiliates / partners or use Platform or the Services in any manner whatsoever until such time that Customer's Services are reinstated by CloudSEK

   6.4.3 Upon termination of this Agreement, Customer's right to access the Platform and use the Services shall immediately cease and Customer shall not be allowed to access Customer Data in any form. Thereafter, Customer shall have no right, and CloudSEK shall have no obligation thereafter, to execute any of uncompleted tasks.

   6.4.4 CloudSEK follows a no refund policy and therefore, no refund of the Fees shall be provided under any circumstances.

   6.4.5 Once the Services are terminated or suspended, any data that Customer may have stored on the Platform, may not be retrieved later. CloudSEK shall be under no obligation to return the information or data to you.

   6.5 Effect of Termination: The following provisions shall survive the termination of this Agreement and all Orders or SOW's: Section 2 (Payment), Section 3 (Subscription Rights; Intellectual Property Rights; Restrictions; and Guidelines), Section 5.4 (Disclaimer of Warranties), Section 4 (Confidential Information), Section 6.5 (Effect of Termination), Section 7 (Indemnity), Section 8 (Limitation of Liability), Section 9 (Data Protection and Privacy), and Section 10 (General Provisions).

7. **INDEMNITY.**

   7.1 CloudSEK Indemnity: CloudSEK will, subject to Section 8 (Limitation of Liability), indemnify Customer from and against any claim against Customer by reason of Customer's use of the Products as permitted hereunder, brought by a third party alleging that the Products or CloudSEK Materials infringe or misappropriate that third party's valid patent, copyright, trademark or trade secret. CloudSEK shall, at its expense, defend such claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees

and expenses of the attorneys engaged by CloudSEK for such defence. If the Products, or parts thereof, become, or in CloudSEK's opinion may become, the subject of an infringement claim, CloudSEK may, at its option: (a) procure for Customer the right to continue using the Products as set forth herein; (b) replace or modify the Products to make it non-infringing, provided that such replacement or modification does not compromise CloudSEK's obligations under this Agreement; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by CloudSEK, terminate this Agreement and the applicable Order and refund Customer, on a pro-rated basis, any pre-paid Fees for the corresponding unused portion of the subscription Term. CloudSEK will have no liability or obligation under this Section with respect to any claim if such claim is caused in whole or in part by: (i) Customer's use of a Product not in accordance with the Documentation; (ii) modification of a Product by anyone other than CloudSEK; or (iii) the combination, operation, or use of any Product with other hardware or software not provided by CloudSEK where the Product would not by itself be infringing absent such combination, operation, or use. THIS SECTION 7.1 STATES CLOUDSEK'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS OR CLOUDSEK MATERIALS.

7.2 Customer Indemnity: Customer will defend and indemnify CloudSEK from and against any claim brought by a third party against CloudSEK arising from or related to Customer's violation of Section 3.4 of this Agreement.

7.3 Indemnity Procedure: The indemnification obligations in this Section shall be subject to the indemnified party: (i) promptly notifying the indemnifying party in writing upon receiving notice of any threat or claim of such action; (ii) giving the indemnifying party exclusive control and authority over the defence and/or settlement of such claim (provided any such settlement unconditionally releases the indemnified party of all liability); and (iii) providing reasonable assistance requested by the indemnifying party, at the indemnifying party's expense.

8. Limitation of Liability:

8.1 Waiver of Consequential Damages: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OF ANY KIND, OR ANY LOST PROFITS OR LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

8.2 Limitation of Monetary Damages: EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT AND ANY ORDER SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE TO CLOUDSEK DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT(S) GIVING RISE TO SUCH LIABILITY FOR THE APPLICABLE PRODUCT GIVING RISE TO THE LIABILITY. NO ACTION AGAINST EITHER PARTY ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY THE OTHER PARTY MORE THAN ONE MONTH AFTER THE CAUSE OF ACTION HAS ARISEN.

9. Data Protection and Privacy:

9.1 This Section 9 applies to all personal data (as defined under applicable laws) processed by the Products on behalf of Customer or otherwise provided by Customer to CloudSEK in connection with this Agreement ("Personal Data"). As part of the Services, the Platform allows Customer to upload data / content to it. All user data uploaded or submitted by Customer to the Customer Account, shall be Customer's sole property. The Customer retains all rights in the data uploaded by the Customer to the Platform and shall remain liable for the legality, reliability, integrity, accuracy and copyright permissions thereto of such data. CloudSEK will use commercially reasonable security measures to protect the Customer data against unauthorized disclosure or use. The Customer grants consent to CloudSEK to disclose to its affiliates / partners / third parties Customer Account Information to the extent necessary solely for the purpose of rendering the Services and to meet its obligations under this Agreement.

9.2 CloudSEK shall comply with its privacy policy https://cloudsek.com/privacy/ and all the Personal Data collected herein shall be governed by the terms and conditions of the Privacy Policy referred to herein.

10. General Provisions:

10.1 Relationship of the Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

10.2 Use of Logo: The Customer agrees and authorizes CloudSEK to use its name, logo and/or trademark solely for the marketing purposes and in connection with certain promotional materials that CloudSEK may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tape, internet website, press releases, corporate deck, advertising in newspaper and/or other periodicals. CloudSEK shall not use Customer's name, logo and/or trademark for any other reason whatsoever without prior written consent of the Customer.

10.3 Notices: All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the Legal Department of the receiving party, and sent to the party's address as listed in this Agreement, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

10.4 Waiver and Cumulative Remedies: No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

10.6 Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld), except that either party may assign this Agreement in its entirety, without the consent of the other party, to (i) an Affiliate; or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law: This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of Singapore.

10.8 Force Majeure: Neither party shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is due to a Force Majeure Event. The party affected shall be relieved from its obligations (or part thereof) for the time that the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof). The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event.

10.9 Entire Agreement: This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement. No terms or conditions set forth on any Customer purchase order, preprinted form or other document shall add to or vary the terms and conditions of this Agreement, and all such terms or conditions shall be null and void.

READ THIS CONTRACT CAREFULLY. BY CLICKING THE "I ACCEPT THE TERMS OF THE END USER LICENSE AGREEMENT" BUTTON YOU ARE AGREEING TO ENTER INTO THIS AGREEMENT IN AN ONLINE ELECTRONIC FORMAT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Contact Us:

If you have any questions about this Agreement, You can contact us at: rahul.sasi@cloudsek.com, cc: legal@cloudsek.com

By visiting this page on our website: https://www.cloudsek.com/contact

By sending us an email: https://www.cloudsek.com/contact