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- (d) deliver up or destroy (at licensors' option) all copies, full or partial, of the Software and Documentation that are in the possession of Licensee.

Notwithstanding anything provided foregoing, termination of this Agreement will not limit Licensor rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of Your obligations as provided in this EULA.

Suspension of Services: In addition to the termination rights, Licensor reserves the right to suspend Licensee's access to a Service if it determines in its sole discretion, that (i) payment is not received within 30 days from the date on which payment is due; (ii) Licensee's or its Authorised users' use of the Services are in breach of this Agreement and not cured as required in this Agreement; (iii) Licensee failed to timely address Licensor's request to take action pursuant to notification issued by Licensor; (iv) suspension is required pursuant to a subpoena, court order or other legal process. Licensor agrees to notify Licensee of any such suspension and Licensee will remain responsible for all fees incurred before or during such suspension. Licensor reserves the right, in its discretion, to impose reasonable fees to restore archived data upon Licensee's request from delinquent accounts.

29. SURVIVAL CLAUSE

Expiry or termination of this EULA for any reason does not affect the rights and obligations of either party arising prior to termination. Clauses under heading (i) Definitions (ii) Ownership (iii) Third Party Software (iv) Restrictions on Use (v) Confidentiality (vi) Limitation of Liability

(vii) Disclaimer of Warranty (viii) Consequences of Termination (ix) General survive the termination or expiry of this EULA for any reason.

30. COMPLIANCE

Licensee must ensure that users comply with the obligations under this EULA. Licensee will duly observe all of its obligations under any relevant data protection law or regulation that may apply to the relationships contemplated under this EULA, including specifically, any obligation for licensee to configure the software and/or Hosted service in accordance with all applicable laws and regulations. Further, as required by applicable law or regulation, licensee will notify users that any customer content/licensee data provided as part of the Software and/or Hosted service will be made available to a third party i.e (licensor) as part of the licensor providing the software and/or Hosted Service.

31. DATA PROTECTION

As the performance of the Agreement and delivery of the Services implies the delivery of the personal data, Licensor shall comply with the applicable data protection laws and regulations. For the avoidance of doubt:

- i. Licensor shall notify the Licensee of any data breaches involving the Licensee data it process on behalf of the Licensee as soon as reasonably practicable;
- ii. Licensor shall provide support to Licensee at their request to assess the impact of its services on the Licensee's privacy (for example, through assisting the Licensee with a Data Protection Impact Assessment);
- iii. Licensor shall provide support to Licensee in responding to requests from data subjects to exercise their rights under the EU General Data Protection Regulation (GDPR) and California Consumer Protection Act (CCPA).
- iv. Licensor agrees to deal with personal data relevant to Licensee or its Authorized users as per the "Data Processing Addendum/Policy" at <https://www.42gears.com/data-processing-addendum-agreement/>

Data Security: You agree that the Licensor will process certain information which may include email address, Internet protocol address, device name etc about You and Your authorized users use of the Software in accordance with its Privacy Notice.

Each Party shall comply with its respective obligations under applicable data protection legislation and will maintain appropriate administrative, physical, technical and organizational measures that provide an appropriate level of security for Confidential Information and Personal Data including

Licensee Data. When Licensor processes Personal Data on Your behalf to provide the Software, *You expressly agree that You are the data controller (and Licensor, the data processor) and shall determine the purpose and manner in which such Personal Data is, or will be processed.*

32. PRIVACY POLICY AND CONSENT TO PROCESS PERSONAL INFORMATION

Licensor is committed to maintaining the privacy and security of your personal information. Your use of the Software may result in the processing of your personal information. Processing of your personal information includes the collection, use, processing, transfer, storage and sharing information about You in accordance with Licensor's Privacy Notice, which is available at <https://www.42gears.com/privacy-policy/>. By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of our Privacy Notice.

Some features in the Software may enable collection of data from Licensee and its Authorised Users that access or use the Software. If Licensee uses these features to enable data collection in Licensee's applications, Licensee must comply with applicable law, including obtaining any required end user consent, and maintain a prominent privacy policy that accurately informs end users about how Licensee uses, collects, and shares end user data.

33. SOFTWARE OPERATION DISCLAIMER

You are aware that the function of the Software provided by Licensor hereunder is to configure which applications and device features can be used by the Authorized User in Android based devices. The use of Software may cause the emergency call/emergency dial feature to cease to operate in the Devices on which the Software is installed. 42Gears is not aware of Licensee's intended use of the Software and does not make any representation that the Software will meet the requirements of the Licensee. Licensee alone is responsible to determine the Software's suitability for Licensee's intended usage. Licensee is expressly forbidden from using any part of the Software in life saving or life critical applications or high risk or strict liability activity which reasonably be expected to result in a physical injury, or in loss of property, or loss of life; without the expressed written permission from Licensor. Licensor will not be responsible for any excessive data usage due to any user action or application error in the Software. Notwithstanding anything to the contrary in this Agreement, the Licensor will not be liable for any damages (direct, indirect or consequential) arising from device malfunction caused by the operation of the Software. Licensee acknowledges and agrees that it has not based its purchasing decision on the future availability of any new products and/or additional features, components or versions of the Products, nor on any oral or written comments made by Licensor regarding future functionality or features.

34. MARKETING:

Unless You provide us with written notice to the contrary or of any reasonable restrictions or requirements, You agree that we may use Your' trademarks, trade name and logo for the purpose of listing in our list of customers, digital, online and printed marketing materials (including our website). Licensee also permits Licensor to bring out press releases and will be open to provide endorsement quotes for Licensor's marketing purposes, provided Licensor obtains prior written approval on such press releases and quotes.

35. The Licensee acknowledges and agrees that the Licensor offers and licenses the Software online in accordance with Licensor's applicable laws. The Licensee warrants that the Licensee will comply with Licensee's applicable laws in downloading and/or using the Software pursuant to this Agreement. Licensee further warrants that it will not use the Software (i) either in its entirety or (ii) any features/functionalities of the Software, if the Software or any feature/functionality of the Software is not in compliance with Licensee's applicable laws and Licensee will indemnify Licensor, its affiliates and their directors, officers, employees and agents from any third party claims, losses, damages or penalties (including reasonable attorney fees) arising from Licensee's breach of this warranty.

36. EULA APPLIES TO UPDATES

Upon installation of an Update, the license granted under this EULA will apply to such Update (to the extent varied by any additional terms and conditions made available to Licensee by the licensor at www.42gears.com) and all rights in respect of the previous version of the Software will lapse and no further use of the previous version of the Software is permitted.

37. AUTHORIZED DISTRIBUTORS AND RESELLERS

Licensor's authorized distributors and resellers do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Licensor.

38. TECHNOLOGY EXPORT.

Licensee shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Licensee shall not permit any third party to access or use the Software in, or export it to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

In connection with this Agreement, will comply with all applicable import, re-import, export, and re-export control laws and regulations. For clarity, Licensee is solely responsible for compliance related to the manner in which it chooses to use the Software.

39. GENERAL:

- 1. Entire Agreement Clause:** This EULA constitutes the entire agreement between Licensor and the Licensee in relation to its subject matter and any prior representations, statement or undertaking howsoever made, are expressly excluded. Unless the Parties otherwise agree, all use of the Software and Support and maintenance services are subject to the terms of this Agreement. Licensor doesn't agree to any other terms, including without limitation any terms on Licensee's purchase orders or invoices or similar documents.
- 2. Amendments:** Licensor reserves the right to modify the terms of this EULA from time to time and any such modifications will take effect once published on licensor's Website or otherwise notified to Licensee. Subject thereto, no amendment or modification to this EULA is valid unless it is in writing and signed by an authorized representative of the licensor.
- 3. Severance:** If any provision of this EULA is declared illegal or unenforceable, such provision is to be severed from this EULA and all other provisions of this EULA will remain in full force and effect.
- 4. Waiver:** Any delay or failure by the licensor in enforcing its rights under this EULA is not to be construed as a waiver of those rights.
- 5. Assignment:** The Licensee may not assign, sub-contract or otherwise transfer any of the Licensee's rights or obligations under this EULA unless the licensor has given its prior written consent.
- 6. Force Majeure:** Except for payment obligations, neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control that are not due to the negligence or misconduct of the party claiming relief under this section, including, without limitation, fire or other casualty, act of God including Pandemic situations, war, terrorism, or other violence, any law, order or requirement of any governmental agency or authority or other causes beyond the reasonable control of such party, provided that such party has informed the other party of such force majeure event promptly upon the occurrence thereof (including a reasonable estimate of the additional time required for performance to the extent determinable) and such party uses reasonable commercial efforts to effect the required performance as soon as reasonably practicable.

7. **Dispute:** A party to this agreement claiming that a dispute has arisen under or in relation to this agreement must give written notice to the other party specifying the nature of the dispute and the parties' representatives must endeavor in good faith to resolve the dispute expeditiously prior to commencing any formal proceedings.
8. **Governing Law:** 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 Delaware, without reference to its conflicts of laws principles and You agree to submit to the exclusive jurisdiction of the courts of the Delaware.

If you are a resident of India, this Agreement shall be governed by and interpreted in all respects by the laws of the Republic of India without reference to its conflict of laws' principles and you agree to submit to the personal jurisdiction of the courts in Bengaluru, India.

If you are a resident of the United Kingdom or European Union, this Agreement shall be governed by and interpreted in all respects by the laws of England and Wales without reference to conflict of laws' principles and you agree to submit to the exclusive jurisdiction of the courts in England and Wales, United Kingdom.

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 and you agree to submit to the personal jurisdiction of the courts in Bengaluru, India.

ANNEXURE A

Upon payment of applicable fees for a valid license, Licensor will provide technical support as follows:

1. Nature of support: Assistance provided for installation, maintenance and software upgrades. Bug fixing is not included as a part of technical support.

2. How to request for technical support:

- I. Submit a Ticket: <https://www.42gears.com/submit-a-ticket/>

- II. Live Chat: <https://www.42gears.com/chat/>

- III. Phone: Worldwide: +1-424-284-2574 | India: 1800-419-7675

- IV. Knowledge Base: <https://knowledgebase.42gears.com/>

3. Availability: 24/7

