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You further acknowledge and agree that Licensor shall not be responsible for any loss, damage or injury suffered by You and Your Authorized users arising out of or in connection with the Software or use thereof, and agree to indemnify and hold harmless Licensor and its employees, officers, agents, directors, affiliates etc from any claims, liabilities, losses, damages, demands, actions, expenses and costs, including, without limitation, attorney’s fees and court costs arising out of or in connection with any of the following (i) Your breach of any covenant, obligation, representation or warranty in this EULA;(ii) Your Authorized user's use of the Software; (iii) any third party infringement or misappropriation by or through use of the Software in a manner other than as permitted in this EULA (iv) your violation of law, including but not limited to any law or regulation relating to the privacy and/ or security of your Authorized users and their Devices (v) failure of You to use the most recent version of the Software (including any Updates or Upgrades provided to You by 42Gears).

21. TRAINING:

Licensor does not provide training for the use of the Software unless requested by Licensee or otherwise provided by this EULA. To the extent the Licensor is requested to provide any Software related services, the same will be provided pursuant to the then current prices for the software related services and will be invoiced to the Customer.

22. **RESELLERS:**

Where separately agreed, licensee may purchase software license and other offerings hereunder from licensors' authorized reseller "(Reseller)". In which all payments will be to the Reseller under the terms agreed between the licensee and the reseller. Where licensee purchases any offerings hereunder through a Reseller, any credits, refunds set forth herein shall not apply to the extent the licensee has paid the relevant fees directly to the Reseller.

In the event the Reseller files for bankruptcy protection; sells all or substantially all of its assets; ceases to do business in the ordinary course; or if the Licensee otherwise desires to do so, Licensee may purchase any offering as set forth in this EULA directly from licensor. In the event the licensee purchases the software or licensors' other offerings through a Reseller and such Reseller has granted licensee rights not granted in this EULA, licensees' sole course of action in the event of a dispute regarding those rights shall be against the Reseller. 42Gears has no liability whatsoever for any acts or omissions of the Reseller.

23. **NO LIABILITY:**

Licensor shall have no liability for any claim of infringement based on (i) Software which has been modified by parties other than Licensor or parties not authorized by Licensor; (ii) Licensee's use of the Software in combination with data where use with such data gave rise to the infringement claim; or (iii) Licensee's use of the Software with non-Licensor software or hardware, where use with such other software or hardware gave rise to the infringement claim and (iv) Licensee's breach of this Agreement and the Documentation.

Remedies. If in Licensor's opinion, the Software becomes or is likely to become, the subject of a claim of infringement, Licensor may, at its option, (i) obtain the right for Licensor to continue using the Software; (ii) replace or modify the Software so it is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable and feasible, terminate the license for the Software. Upon such termination of the license and Licensee's return of the Software, Licensor will refund to Licensee, as Licensee's sole remedy for such license termination, all license fees paid by Licensee for the terminated license. This Section states the entire liability of the Licensor with respect to any claim of infringement regarding the Software.

Injunctive Relief: Nothing in this EULA limits either party's ability to seek equitable relief.

24. **TERM; SUSPENSION; TERMINATION:**

- a. The Agreement shall commence on the date the Licensee agrees to the terms of this Agreement by clicking the "I Accept" button and downloading/installing the Software and continuing until the perpetual or subscription licenses granted in accordance with the Agreement have expired or been terminated. Wherein the Licensee uses the software for a free trial period and does not purchase a perpetual or subscription license before the end of that period, Agreement will terminate at the end of free trial period. If You purchase an auto-renewing subscription, Your purchase constitutes Your Agreement to auto-renewal for the same term as initially purchased. Further, Fees may increase, and discounts may not apply to renewals, if any.
- b. **Termination by Licensee:** Licensee may terminate this EULA at any time by giving 30 days written notice to licensor and complying with the conditions of clause.
- c. **Termination by Licensor:** Licensor may terminate this EULA immediately by giving written notice to Licensee if:
 - (i) Licensee fails to pay any fees which are due and payable under this EULA within 30 days of serving the notice;
 - (ii) Licensee fails to comply with any term or condition of this EULA;
 - (iii) Licensee becomes bankrupt or insolvent; or
 - (iv) Licensor is required to do so by law (e.g. where the provision of the Software or Support and Maintenance to Licensee is or becomes unlawful).
- d. **Consequences of Termination:** Upon termination or expiry of this EULA for any reason the Licensee must:
 - (i) immediately pay any outstanding amounts owed to licensor under this EULA and with respect to any License under a Subscription Package, all remaining subscription fee installments over the subscription period;
 - (ii) remove the Software from each server and each computer or terminal on which it is installed;

- (iii) cease all use or exploitation of any intellectual property or confidential information of licensor relating to the Software; and
- (iv) 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.

In no event shall any termination relieve the Licensee of the obligation to pay any fees payable to 42Gears or its respective authorized representative for the period prior to the effective date of termination.

- e. **Suspension of Services:** In addition to the termination rights and without limiting Licensor's other rights and remedies, Licensor reserves the right to suspend Licensee's access to a Software 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 Authorized users' use of the Software 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.

25. **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. The following sections, together with any other terms necessary for the interpretation or enforcement of this Agreement, will survive termination or expiration of this Agreement: **1 (Definitions), 12 (Confidentiality), 17 (Ownership Rights), 13 and 14 (Fees, Payment and Taxes), 19 (Warranties; Disclaimers; Limitation of Liability), Indemnification, 24 (d) (Consequences of Termination), and 36 (General).**

3. **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.

4. **DATA PROTECTION:**

The Licensor shall comply with the applicable data protection laws and regulations. For the avoidance of doubt, 42Gears shall:

- (v) Notify Licensee promptly after 42Gears learns of any potential, actual or suspected misappropriation or unauthorized access to, or disclosure or use of, Licensee Data or other compromise of the security, confidentiality or integrity of Licensee Data (collectively, "Security Breaches"). 42Gears will take all commercially reasonable steps requested by Licensee to limit, stop, or otherwise remedy any potential, actual, or suspected Security Breach.
- (vi) 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);
- (vii) Support Licensee in responding to requests from data subjects to exercise their rights under applicable privacy laws and regulations including the EU General Data Protection Regulation (GDPR) and California Consumer Protection Act (CCPA);
- (viii) Ensure to limit the access of the Licensee Data to authorized personnel who need to know in connection with the performance of this Agreement, and shall not sell, disclose, release or otherwise make available Licensee Data to any other party;
- (ix) Cooperate with Licensee and take such action as it reasonably requires enabling Licensee to comply with its obligations under applicable EU, US and foreign data protection and privacy laws as they relate to the Licensee Data.

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/>

Licensor will not be in violation of its obligations under the immediately preceding paragraph when Licensee Data is disclosed by Licensor to the extent legally required by a valid order of a court of competent jurisdiction or administrative agency, or a validly enforceable subpoena; provided that Licensor shall handle such request as per its Law Enforcement Policy.

28. 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.

29. 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.

30. 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 the requisite Devices such as Android, iOS etc. The use of Software may cause the emergency call/emergency dial feature to cease to operate in the Device 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.

31. 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.

32. USAGE OF SOFTWARE:

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/functionality 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.

33. EULA APPLIES TO UPDATES:

Licensor may, at any time, extend, enhance, or otherwise modify the Software by way of a version upgrade or update. All such updates or upgrades will be governed by this Agreement (unless a separate license is provided with the upgrades or updates, in which case the terms of that license shall govern the upgrades or updates). Licensor will use its commercially reasonable effort to notify Licensee of, or announce, any upgrades or updates (for clarity, such notification or announcement includes, without limitation, a notice posted at www.42gears.com). Where upgrades or update is made available, such upgrades or updates may have APIs, features, services and/or functionality that are different from those found in the software licensed under this Agreement. However, no Upgrades or updates will be pushed to any Device without prior approval from Licensee.

34. 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.

35. TECHNOLOGY EXPORT AND COMPLIANCE:

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, each party 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. Further, Licensee's intentional breach of this sanction's compliance clause shall constitute cause for immediate termination of this Agreement. Further details are available at <https://www.42gears.com/legal-and-privacy/global-trade-compliance/>

Each party agrees to comply with all laws applicable to the actions and obligations contemplated by this Agreement. Each party warrants that, during the term of this

Agreement, neither party nor any of its officers, employees, agents, representatives, contractors, intermediaries, or any other person or entity acting on its behalf has taken or will take any action, directly or indirectly, that contravenes (a) the United Kingdom Bribery Act 2010, (b) the United States Foreign Corrupt Practices Act 1977, or (c) any other applicable anti-bribery laws or regulations anywhere in the world.

36. **GENERAL:**

- a. **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.
- b. **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.
- c. **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.
- d. **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.
- e. **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.
- f. **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.

g. **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.

h. **Governing Law and Jurisdiction:** 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:
3. Submit a Ticket: <https://www.42gears.com/submit-a-ticket/>
4. Live Chat: <https://www.42gears.com/chat/>
5. Phone: Worldwide: +1-424-284-2574 | India: 1800-419-7675
6. Knowledge Base: <https://knowledgebase.42gears.com/>
7. Availability: 24/7