

## TERMS AND CONDITIONS FOR EARLY ACCESS PROGRAM SOFTWARE

These terms and conditions apply to and govern your participation in any or all the public or private Early Access Program (“Early Access Testing Program”) or/and use of 42Gears Early Access Program Services (“Early Access Program Services”). In order to participate in an Early Access Program or use Early Access Program Services or your continued use of the Early Access Program Services will mean that you agree and accept the terms and conditions mentioned herein. These Early Access Program User Conditions represent a binding contract between 42Gears and you. If you do not agree with these Early Access Program User Conditions, please do not use Early Access Program Services, or participate in the Early Access Program. 42Gears may update or amend these Early Access Program Terms and Conditions at any time and will communicate such changes to you via the portal you are using then. These Early Access Program User Conditions apply to you regardless of how you have accessed the 42Gears Early Access Program Software and regardless of the territory in which you live or conduct business.

### 1. ACCEPTABLE PARTICIPATION

You are eligible to participate in this program upon the invitation and approval by 42Gears Mobility Systems Pvt. Ltd (“us”, “42Gears”). Subject to the terms of Services, Customers who are in good standing with us shall participate in Early Access Program testing Program and avail Early Access Program services for usage. The Terms services (includes privacy policy and Terms of Use) are subsumed for reference and will control for provisions which are not incorporated in this policy. The Terms services will continue to apply with regard to the 42Gears services, participation in Early Access Program and use of Early Access Program services. In case if you are no longer our customer of 42Gears, your participation in the program and use of Early Access Program services will be terminated.

### 2. EARLY ACCESS PROGRAM SERVICES

The Early Access Program services are separate and independent from the existing services which are provided. These services are accessible apart from currently available 42Gears Services (as defined in the terms of Use). The description of Early Access Program services is provided prior to or at the time you use the services or at the time we make changes in the Early Access Program services. By agreeing to these terms and conditions, you have been granted a non-exclusive, non-transferable, revocable, and limited license to use the Early Access Program Services.

### 3. LIMITED WARRANTY AND LIABILITY

**3.1** 42GEARS Early Access Program SOFTWARE IS PROVIDED TO YOU "AS IS "WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USE OF 42GEARS EARLY ACCESS PROGRAM SOFTWARE IS ENTIRELY AT YOUR OWN RISK AND MAY VOID WARRANTY ON YOUR PRODUCT. SHOULD 42GEARS EARLY ACCESS PROGRAM SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY MAINTENANCE, SERVICING OR REPAIR. IT IS THEREFORE YOUR RESPONSIBILITY TO TAKE ADEQUATE PRECAUTION AGAINST POSSIBLE DAMAGES RESULTING FROM THE USE OF 42GEARS EARLY ACCESS PROGRAM SOFTWARE.

42GEARS EARLY ACCESS PROGRAM SOFTWARE SHOULD UNDER NO CIRCUMSTANCES BE USED ON SENSITIVE AND/OR VALUABLE DATA. IF YOU ARE IN ANY DOUBT, PLEASE DO NOT INSTALL AND/OR

USE 42GEARS EARLY ACCESS PROGRAM SOFTWARE.

**3.2** IN NO EVENT SHALL 42GEARS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL AND/OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THESE TERMS AND/OR WHETHER DIRECT OR INDIRECT: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, AND (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT 42GEARS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 42GEARS'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO \$100.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**3.3** WE EXPRESSLY REPRESENT THAT 42GEARS EARLY ACCESS PROGRAM SOFTWARE IS NOT A FINAL PRODUCT AND, AS SUCH, MAY CONTAIN VARIOUS ERRORS, DEFECTS AND IT MAY BE UNSTABLE. WE DO NOT RECOMMEND INSTALLING 42GEARS EARLY ACCESS PROGRAM SOFTWARE DURING FULL OR EVERYDAY OPERATION. FURTHERMORE, WE DO NOT RECOMMEND TO INSTALL 42GEARS EARLY ACCESS PROGRAM SOFTWARE UNLESS YOU ARE AN EXPERIENCED USER.

**3.4** YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE 42GEARS EARLY ACCESS PROGRAM SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA.

In addition, we are not obligated to provide any maintenance, technical, or other support for the Early Access Program Services.

#### **4. EVALUATION AND FEEDBACK**

You will give 42Gears your feedback about 42Gears Early Access Program Software consisting of, without limitation, your suggestions, comments, or any other feedback, whether it is required or provided on a voluntary basis ("Feedback"). If you provide 42Gears with any Feedback, as part of the testing and evaluation of 42Gears Early Access Program Software, you agree that: (a) 42Gears may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any 42Gears product, specification or other documentation; and (b) you will not give 42Gears any Feedback (i) that you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to license terms that seek to require any 42Gears product incorporating or derived from any Feedback, or other 42Gears intellectual property, to be licensed to or otherwise shared with any third party.

42Gears shall also monitor different functionalities like Device connectivity, Data usage, Job deployment, Remote support etc. Any unusual activities/behaviors will be flagged and reported to our team. This will help us to minimize the impact of any critical deployment specific issues before making a public release.

## 5. CONFIDENTIAL INFORMATION

**5.1** 42Gears Early Access Program Software, any information relating to Early Access Program testing progress and results, the Feedback, any product-related information and any other proprietary technology or know-how provided to you in whatever form by 42Gears through the Early Access Program Portal (currently SureMDM Console) or in connection with testing and evaluation of 42Gears Early Access Program Software is confidential (“Confidential Information”).

**5.2** You will keep, and ensure that any and all persons, firms, companies or organizations associated with you keep, all Confidential Information confidential and not disclose it to any person, unless permitted under this clause. This confidentiality obligation does not apply to the disclosure of Confidential Information which: (a) is or comes into public domain, except through breach of the confidentiality obligation under this clause; (b) comes lawfully into your possession from a third party who is not bound by a confidentiality obligation relating to such Confidential Information; (c) is required to be disclosed by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or any law, provided that you will promptly notify 42Gears in writing, or (d) is disclosed by you with 42Gears’ prior written consent.

**5.3** UNDER NO CIRCUMSTANCES MAY ANY INFORMATION ABOUT THE TESTING PROGRESS AND/OR RESULTS BE PROVIDED TO PERSONS THAT ARE NOT INVOLVED IN THE Early Access Program TESTING PROCESS. ANY PUBLICATION OF Early Access Program VERSIONS TESTING RESULTS, REVIEWS OR EVALUATIONS IS ONLY PERMITTED WITH THE PRIOR WRITTEN CONSENT OF 42Gears.

The Early Access Program and Early Access Program Services constitute Confidential Information as defined in the Terms of Service you agree and acknowledge for successful market launch of commercial versions of the Early Access Program Services requires you to keep all 42Gears data and information disclosed and/or made available through or contained in Early Access Program , including, without limitation, the Early Access Program Services strictly confidential. You also agree that disclosure of the Confidential Information would damage 42Gears’s competitive and intellectual property interests. Any information about the Early Access Program Services shall not be shared with anyone other than the entity or its affiliates or any other authorized users of the Early Access Program Services, which may include users in your 42Gears Account.

## 6. INTELLECTUAL PROPERTY

42Gears shall own all legal rights, title and interest in and to the Early Access Program and the Early Access Program Services, including all intellectual property rights, and except for the license provided herein, no other rights or permissions to any of the 42Gears Services is granted.

You shall not have any right to use any of our word marks, trademarks, copyrights and other related intellectual property. Nothing herein grants the right to disassemble, and reverse engineer Early Access Program Services or attempt to reconstruct or discover any source code, underlying ideas, techniques or algorithms in Early Access Program Services by any means.

## **7. TERM AND TERMINATION**

The terms and conditions of Early Access Program Services shall remain in effect as long as you use the Early Access Program Services. Either party may terminate these terms and conditions at any time with or without any reason upon written notice to the other party. Upon termination, the services will cease to exist.

These terms and conditions will automatically terminate upon breach of obligations by you hereunder including confidential obligations. Your breach of obligation under this agreement will result in termination of your participation and use Early Access Program services and also participation in any other Early Access Program .

## **8. INDEMNIFICATION**

You agree to hold harmless and indemnify 42Gears, our affiliates and subsidiaries, officers, directors, agents, and employees from and against any third-party claim arising from or in any way related to (i) your breach of the Terms, (ii) your use of the Early Access Program Services and/or your participation in the Early Access Program (s), or (iii) your violation of applicable laws, rules or regulations in connection with the Services.

## **9. COMPLIANCE WITH LAWS**

Both the parties agree to comply with all applicable local, state and federal laws including export control laws of the US, UK and India which are applicable to the Application, and which may prohibit use of the Application in certain sanctioned or embargoed countries.

## **10. GOVERNING LAW**

These Early Access Program Terms and Conditions will be governed by the laws of the State of Karnataka and the court of Bengaluru shall have the exclusive jurisdiction for any dispute in this regard.

## **11. MODIFICATION**

42Gears shall reserve the right to modify or terminate the Early Access Program or deny or limit your use of Early Access Program services or deny your participation in the Early Access Program, at any time, in our sole discretion, with or without notice for any reason and without any liability. You may discontinue the use of Early Access Program Services or deny from participating in the Early Access Program at any time. 42Gears also reserves the right to make changes in the terms from time to time and notify you of any changes. You understand and agree that if you use the Early Access Program Services after the date on which the Terms have changed, we will treat your use as acceptance of the updated Terms.

## **12. DATA LOSS DISCLAIMER:**

It is expressly emphasized that unenrollment from the Early Access Program does not inherently lead to data loss. However, users are advised to exercise caution during the non-enrollment or re-enrollment procedures. 42Gears hereby disclaims any responsibility for potential data loss incurred during such processes. You are strongly urged to conduct regular backups of your data as a precautionary measure against any unforeseen risks.

**13. SECURITY PRECAUTIONS:**

You shall implement adequate security precautions before and during their participation in the Early Access Program. This includes securing devices, networks, and ensuring the confidentiality of sensitive information. 42Gears is not liable for any security breaches or unauthorized access that may occur during the use of Early Access Program services.

**15. COMPATIBILITY CHECKS:**

Prior to enrolling in the Early Access Program, you shall conduct thorough compatibility checks to ensure that your devices meet the specified requirements for the program. 42Gears is not responsible for any issues arising from the use of incompatible devices.