

END USER LICENSE AGREEMENT – On Premise SureMDM

This End User License Agreement ("**Agreement**") is hereby entered into and agreed upon by and between....., having its office at ("**You**"/ "**Licensee**"), either an individual or a legal entity and **42Gears Mobility Systems Private Limited** having its office atKarnataka, India ("**Licensor**"). This Agreement sets forth the terms and conditions under which Licensee is licensed to use the **Software** (as defined below) being distributed with this Agreement.

THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND LICENSOR AND GOVERNS THE USE OF THE SOFTWARE INCLUDING, WITHOUT LIMITATION ALL THE ASSOCIATED DOCUMENTATION. BEFORE DOWNLOADING, INSTALLING, COPYING, OR USING THE SOFTWARE PLEASE READ THIS DOCUMENT. BY CLICKING ON THE "I AGREE" BUTTON TO DOWNLOAD, INSTALL OR USE THE SOFTWARE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS (I) DO NOT DOWNLOAD OR INSTALL THE SOFTWARE, (II) DO NOT USE THE SOFTWARE (III) IMMEDIATELY NOTIFY LICENSOR AND (IV) DELETE OR RETURN THE SOFTWARE TO LICENSOR.

Terms of use for trial version of Software.

If the Software is a trial version, the following terms and conditions shall apply to Your use of the trial version of the Software.

1. **Trial version features.** The trial license gives you a right to use the Software with restricted functionalities for evaluation purposes.
2. **Installation and use of trial version.** The trial license lets you install one copy of the trial version on your device. You may only use the trial version for internal evaluation purposes during the trial period. You are not licensed to use the trial version for any commercial purpose.
3. **Trial period.** The trial period is for thirty (30) days from the date of installation.
4. **Conversion of trial version to full-use version.** During the trial period, you will receive notification/s that you may convert your trial license at any time to the full use license (described below) by paying for a valid full-use license.
5. **DISCLAIMER OF WARRANTY.** THE TRIAL VERSION OF THE SOFTWARE IS LICENSED "AS-IS." LICENSOR GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, LICENSOR EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT.
6. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** YOU CANNOT CLAIM NOR RECOVER FROM LICENSOR ANY LOST PROFITS, LOSS OF DATA, CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES,

STATUTORY OR COMMON LAW ATTORNEY FEES ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT

LIABILITY, NEGLIGENCE, OR OTHER TORT. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU CANNOT RECOVER FROM LICENSOR AND ITS RESELLERS ANY DAMAGES IN RESPECT OF USAGE OF TRIAL VERSION. THIS LIMITATION APPLIES TO ANY USE OF THE TRIAL VERSION OF SOFTWARE EVEN IF LICENSOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

7. Licensor does not provide any support services for the trial version.
8. Sections 2, 9, 11, 17 and 24, in the full-use license section of this agreement below do not apply to the trial version.

Terms for full-use license for the Software:

The following terms and conditions apply when You acquire the full-use license of the Software.

1. Definitions.

- 1.1. **Authorized Users:** Authorized Users are individual Licensees, employees of Licensee or third party individuals that are accessing the Software on behalf of Licensee.
- 1.2. **Annual Support and Maintenance:** the technical support and maintenance services offered by the Licensor, on an annual basis, includes relevant Software Updates provided to Licensee at Licensor's sole discretion.
- 1.3. **Device:** means any computing device/instrument that is supported by the Software.
- 1.4. **Documentation:** means the overview of the Software features and functionality such as user guide or any other software related information published at the website.
- 1.5. **Effective date:** the date when the Licensee agrees to the terms and conditions of this EULA by signing up for an account;
- 1.6. **Licensee Data:** means all data, information, and other materials that Licensee or its authorized users store, process or otherwise transmit through their use of SureMDM OnPremise, including without limitation, user information etc.
- 1.7. **Licensee Network:** means the hardware and software components, including client machines, servers, and internetworking devices within Licensee's internal computer network at Licensee's location.
- 1.8. **Perpetual License:** means the Software license provided on a perpetual basis for the use of Software, hereinafter referred to as "Perpetual License".
- 1.9. **Quote:** means a written quotation of licensors' offerings provided to the licensee by licensor, which is accepted by licensee and considered an "order" by signing and returning quotation to licensor.
- 1.10. **Relationship Data:** any personal information collected by the licensor during the activation

and maintenance of licensee's account. It may include names and other details of licensee involved in maintaining or using the software and/or Hosted service.

- 1.11. Software:** means Licensor's product SureMDM™ Onpremise, consisting of Server application, agent application, DbConfigurator and associated documentation, provided to Licensee by Licensor pursuant to this Agreement, in object code format and as such Software is updated from time-to-time".
- 1.12. Software related services:** means service performed by the licensor as reflected in Order such as installation, activation, training, software configuration, modification, integration, reconfiguration, assessment, optimization or other software related services and excludes professional services for the development of custom software or other intellectual property (which would be governed by a separate agreement).
- 1.13. Software Update:** means any patches, modifications, enhancements, improvements, or revisions to the Software, including new versions or releases, provided by the Licensor at its sole discretion to the Licensee from time to time. This excludes updates, upgrades, or modifications to third-party software or dependencies (e.g., MongoDB, SQL, or other third-party components) integrated with or used alongside the Software unless explicitly agreed upon by the Licensor.
- 1.14. Subscription License:** means a software license provided on a subscription basis for the use of software, hereinafter referred to as "Subscription License".
- 1.15. ThirdParty Software:** means software which is created or developed by a party other than the licensor and includes open source software.
- 1.16. Website:** means the website nominated from **42Gears Mobility Systems Private Limited** from time to time, currently at www.42gears.com
- 2. License Grant:** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a personal, non-sublicensable, non-exclusive, non-transferable, worldwide license, upon payment of applicable Fees for the Term stated herein to: (i) install the Software for which activation keys have been issued by Licensor; (ii) use the Software, in accordance with the Documentation subject to applicable restrictions; (iii) install and use the Software on the number of devices the license is purchased for; (iv) Licensee must ensure that the Software is not used by any person who is no longer authorized by the Licensee. The Software is licensed as a single product and shall not be used on more than one device simultaneously. Licensor reserves all rights in the Software not expressly granted to Licensee in this Agreement.
- 3. Restrictions on use:** Licensee may not: (i) modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code from the object code of the Software or knowingly permit or encourage any third party to do so; (ii) use the Software in any manner to provide service bureau, time-sharing or other computer services to third parties; (iii) use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by any government agency; or (iv) copy or replicate the Documentation provided in relation to the Software in any form; (v) use the Software for competitive analysis, evaluating or viewing the Software or Documentation for the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Software unless the same is notified to the Licensor in advance pursuant to the Agreement.
- 4. Scope of License:** The Software can be licensed as:

- 4.1. **Perpetual License:** A perpetual license gives the Licensee a right to use the licensed version of the Software perpetually pursuant to the terms of this Agreement. Perpetual license comprises of Annual Support and Maintenance during the initial term of 12 months. Upon expiration of 12 months, Annual Support and Maintenance along with relevant Software Update will be provided upon payment of the then current price offered by the Licensor.
- 4.2. **Subscription License:** Subscription license gives the Licensee a right to use the Software (current or at any time the latest version) during the term of subscription. The license fee is inclusive of Software update, thus Licensee will automatically receive relevant updates during the term of subscription. The Licensee's right to use the software will forfeit upon the expiry of term of subscription or failure to comply with the terms stated herein the Agreement.
5. **Copies:** Licensee may make a copy of the Software solely for backup purposes or system maintenance, ensuring the continued availability of the Software to authorized users or is otherwise expressly permitted by law. Any copy of the Software must clearly show all titles, trademark, copyright notices, legends, and other proprietary markings of the Licensor without modifications.
6. **Delivery:** The Software will be made available to Licensee for download from the Licensor's Website and Google Play.
7. **System requirements:** Licensee acknowledges and agrees that the Software may only be installed and used only on devices, which meets or exceeds the minimum system requirements identified and notified by the Licensor to Licensee from time to time. Licensee acknowledges and agrees that it is solely responsible for obtaining, installing, operating and maintaining all hardware, other equipment and third party software required for use of the Software. All functionality, operating system, network services, hardware maintenance and data backup are the responsibility of the Licensee.
8. **Protection and Security:** The Licensee agrees to use reasonable endeavors to safeguard the Software to ensure that no unauthorized person has access to them and that there is no unauthorized copying or distribution of the Software or the license key(s).
9. **Mandatory Activation:** Upon payment of applicable License Fees, Licensee will receive the license key for activation of the Software. Upon activation, the Licensor will receive information on the product version, activation code, IP address of the Device and other unique identification information for the Device. The information transferred will be specific to the Software, the License purchased and the Device on which it is installed. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION TO THE LICENSOR. By virtue of this activation, the Software will periodically and autonomously send the aforementioned information for Licensor to monitor the activation status of the Software.
10. **Third Party Software:** The Software may incorporate or access Third Party Software and services. The Third Party Software notices and terms and conditions are available in the following webpage: <https://www.42gears.com/third-party-libraries-terms> Licensee agrees to and must ensure all users comply with all applicable terms and conditions for the Third Party Software at all times. To the extent permitted by law, all third-party Software provided with or contained in the Software is provided "AS IS" without warranty of any kind. Licensor will have no liability or responsibility for the operation or performance of the third party Software and will not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of the Third Party Software.
11. **Fees:** Licensee shall pay the fees due as stated on the Licensor's website (where license is purchased directly through Licensor's website), fees quoted by Licensor's authorized reseller (if Software is purchased from Licensor's authorized reseller). Licensor may, at its discretion, offer discounts in case Licensee makes a volume purchase of the Software in accordance with the terms therein.

12. **Taxes:** Any applicable license or other fees payable by Licensee under this EULA are (unless otherwise expressly stated by the licensor) exclusive of any applicable goods or services taxes or other taxes of similar nature (“Taxes”). Upon licensor’s request, Licensee must pay or reimburse to licensor any amounts payable on account of Taxes levied upon or arising out of the supply of the Software or any services by the licensor to Licensee.
13. **Audit:** Licensor may, either itself or through an independent third party auditor, audit Licensee’s Use of the Software not more than once per year, with prior written notice to Licensee.
14. **Third Party Claims:** If any person alleges, or if the licensor believes, that the use of the Software may infringe the intellectual property rights of any person, licensor may, at its discretion, suspend Licensee’s license to use the Software until the licensor:
- a) has replaced, modified or re-worked the Software, in whole or in part (or direct Licensee to do so) so that such infringement is removed; or
 - b) has procured the right for Licensee to continue use the Software in accordance with this EULA.
15. **Ownership rights:** This license grants no ownership rights to Licensee and is not a sale of any rights in the Software or the Documentation. Licensor shall own and retain ownership of all right, title, and interest in and to (i) the Software and any copies thereof; (ii) the Documentation and any copies thereof; (iii) any ideas, suggestions, or feedback from You relating to the Software and Documentation (“Feedback”); and (iv) all intellectual property rights embodied within the foregoing (i)-(iii). Licensee hereby irrevocably assigns and agrees to assign all of Licensee’s right, title, and interest in and to any Feedback to Licensor. To the extent such Feedback cannot be assigned, Licensee hereby grants and agrees to grant to Licensor at no charge, a perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit the Feedback without restriction.
16. **Confidentiality:** In the course of performance of this EULA, either party (“**Discloser**”) may find it necessary to disclose to the other party (“**Recipient**”), or Recipient may otherwise obtain from Discloser, certain proprietary information or materials, which are in tangible form and labelled “confidential” or the like, or, information which a reasonable person knew or should have known to be (“**Confidential Information**”) The following information shall be considered Confidential Information whether or not marked or identified as such: information regarding licensors’ pricing, product roadmaps or strategic marketing plans; and non- public materials relating to the Software.
- 16.1. **Exclusions to Confidential Information:**
Confidential Information does not include information that: (a) was in the public domain at the time of Discloser's communication thereof to Recipient, (b) becomes part of the public domain after the time of disclosure, through no improper action of Recipient; (c) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication thereof to Recipient; (d) can be shown by documentation to have been independently developed by the Recipient without the use of or reference to any Confidential Information; (e) is not treated as confidential by Discloser; or (f) is approved for release by Discloser in writing. Recipient shall use any Confidential Information received (or derivatives thereof) solely for the purpose of performing its obligations under this EULA.
- 16.2. **Obligations to Confidential Information:**
Recipient shall not disclose or permit any non-Affiliate party access to any Confidential Information, except Recipient’s officers, directors, employees, contractors, representatives, or agents on a need to know basis and where all such officers, directors, employees, contractors, representatives, or agents have confidentiality obligations at least as restrictive as those set forth in this Section. Recipient agrees to use reasonable efforts to protect the confidential or proprietary nature of such Confidential Information (and any derivatives thereof), using at least the same degree of care it utilizes for the protection of its own strictly confidential and proprietary information. The obligations under this EULA will continue: (i) with respect to

Confidential Information (and/or derivatives thereof) that does not constitute a trade secret, in perpetuity after the termination of this EULA; and (ii) for any Confidential Information (and/or derivatives thereof) that constitutes a trade secret, for so long as such information remains a trade secret under applicable law. Notwithstanding the foregoing, in the event disclosure is required by court, government order, or law (such as state open records or freedom of information acts), Recipient shall promptly notify Discloser of such order or requested disclosure so that it may seek a protective order or other appropriate remedy and only disclose such Confidential Information to the extent required.

16.3. Return/ Deletion of Confidential Information:

All Discloser Confidential Information and derivatives thereof shall remain the property of Discloser and will be deleted or returned to Discloser within ten (10) days following the termination of this EULA. Without limiting the foregoing or the License Restrictions, Licensee shall not disclose or display any Confidential Information of the Licensor, including the Software, to any Competitor of licensor.

17. Technical Support: Licensor shall provide technical support as listed in Annexure A hereto for twelve (12) months from the date of Mandatory activation. Upon expiry of initial twelve months from the date of purchase of license, Licensee may opt to avail Maintenance and Technical Support, which will be subject to the then current pricing and terms and conditions for such services.

17.1. Exclusions to Technical Support: Licensor's Technical Support do not include the rectification of errors, defects or problems caused or contributed to by:

- a) default or negligence of Licensee;
- b) improper or unauthorized use of the Software;
- c) any modifications or alterations of the Software other than as approved by the licensor or by any person other than the licensor;
- d) any failure by Licensee to comply with the Documentation;
- e) any failure by Licensee to download and install Updates made available on the licensor's Website;
- f) any failure by Licensee to comply with any reasonable guidelines or instructions provided by the licensor;
- g) any fault, defect, omission or error in any data, software or equipment not supplied by the licensor;
- h) any failure arising out of any network (including the internet) or communications; or
- i) use of the Software with any software or equipment not approved or recommended by the licensor, or in a manner or for a purpose in breach of this EULA or not reasonably contemplated by this EULA.

The licensor reserves the right to charge Licensee additional fees (at its then current rates) for the rectification of any errors, defects or problems caused or contributed to by any of the reasons listed above.

18. Limited Warranty: Licensor hereby warrants that to its knowledge it has the necessary rights and title to license the Software to the Licensee.

19. 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.

20. 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 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. Should licensee and Reseller terminate their business relationship; 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 customer 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.

21. **Disclaimer of Warranties:** LICENSEE ASSUMES THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE. THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED, LICENSOR SPECIFICALLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON INFRINGEMENT OF ANY THIRDPARTY RIGHTS. NO ORAL OR WRITTEN ADVICE GIVEN BY LICENSOR, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY AND LICENSEE MAY NOT RELY UPON SUCH INFORMATION OR ADVICE.
22. **Infringement indemnity:** Licensor will defend and pay the costs and damages awarded by a court of final jurisdiction arising from any third party claims brought against Licensee claiming that the Software infringes a United States patent or copyright of a third party. Licensor shall have no liability under this Section unless (a) Licensee notifies Licensor in writing immediately after Licensee becomes aware of a claim or the possibility thereof; and (b) Licensor has sole control of the settlement, compromise, negotiation, and defense of any such action; and (c) Licensee cooperates, in good faith, in the defense of any such legal action. Licensee may retain its own counsel at Licensee's own expense.

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.

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, terminate the license for the Software. Upon such termination of the license and Customer's return of the Software, Licensor will refund to Customer, as Customer's sole remedy for such license termination, all license fees paid by Customer for the terminated license. THIS SECTION STATES THE ENTIRE LIABILITY OF LICENSOR WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SOFTWARE.

23. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST BUSINESS INFORMATION OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF LICENSOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S CUMULATIVE LIABILITY TO

LICENSEE, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE TO LICENSOR OR ITS AUTHORIZED RESELLER FOR THE SOFTWARE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF LICENSOR'S LICENSE HEREUNDER, AND LICENSEE ACKNOWLEDGES THAT LICENSOR WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE TO LICENSEE WITHOUT SUCH LIMITATIONS. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY HEREIN.

24. **Term and Termination:** The agreement shall commence on the date the Licensee agrees to the terms of this Agreement by clicking the "I Accept" button and download/install the Software and continues 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.

24.1. **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.

24.2. **Termination by Licensor:** Licensor may terminate this EULA immediately by giving written notice to Licensee if:

- (a) Licensee fails to pay any fees which are due and payable under this EULA within 30 days;
- (b) Licensee fails to comply with any term or condition of this EULA;
- (c) Licensee becomes bankrupt or insolvent; or
- (d) 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).

24.3. **Consequences of Termination:** Upon termination or expiry of this EULA for any reason the Licensee must:

- (a) 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;
- (b) remove the Software from each server and each computer or terminal on which it is installed;
- (c) cease all use or exploitation of any intellectual property or confidential information of licensor relating to the Software; and
- (d) deliver up or destroy (at licensors' option) all copies of the Software and Documentation that are in the possession of Licensee.

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. 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.

26. **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.

27. **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:
- a) Licensor shall notify the Licensee of any data breaches involving the data it process on behalf of the Licensee as soon as reasonably practical;
 - b) 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);
 - c) 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).
28. **Data Security:** Licensor and any third-party service provider that Licensor may engage shall employ commercially reasonable physical, administrative, and technical safeguards to secure any Licensee Data in its possession, custody, or control from unauthorized use or disclosure.
29. **Transparency:** Licensor has documented its processing and publishes this in its privacy notice. This can be found on the 42Gears website, or provided to Licensee on request.
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 Android based tablets and smartphones. The use of Software may cause the emergency call/emergency dial feature 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 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, Licensor will not be liable for any damages (direct, indirect or consequential) arising from device malfunction caused by the operation of the Software.
31. **Marketing:** Licensee hereby permits Licensor to use Licensee's trademarks, trade name and logo for the purpose of listing Licensee in its general list of customers. 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. Licensor shall comply with Licensee's guidelines regarding use of Licensee's trademarks, trade name and logo as advised by Licensee.
32. 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.
33. **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.

34. General:

34.1. **Entire Agreement Clause:** This EULA constitutes the entire agreement between 42Gears Mobility Systems Private Limited and the Licensee in relation to its subject matter and any prior representations, statement or undertaking howsoever made, are expressly excluded.

34.2. **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.

34.3. **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.

34.4. **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.

34.5. **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.

34.6. **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.

34.7. **Governing Law:** Where the customer signs the applicable licensor's order with 42Gears Mobility Systems Pvt. Ltd, this EULA will be governed by and construed in accordance with the laws of India, excluding its' principles of conflicts of law and private international law rules, and the venue and exclusive jurisdiction for any litigation will be in the Courts of Bangalore, India.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

42Gears Mobility Systems Private Limited

Date

Name

Title

Signature

Customer Name

Date

Name

Title

Signature