

TERMS OF USE

This Terms of Use ("Agreement") is hereby entered into and agreed upon by and between you ("You", "Your" / "Licensee" / "Customer"), either an individual or a legal entity, and applicable 42Gears Entity as determined in accordance with this Agreement ("Licensor" / "42Gears"). 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 ARE ENTERING INTO THIS AGREEMENT AS AN INDIVIDUAL OR ON BEHALF OF COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU", "YOUR" SHALL REFER TO SUCH ENTITY. THIS AGREEMENT WILL BECOME EFFECTIVE ON THE DATE YOU ACCEPT THE TERMS OF THIS AGREEMENT (THE "EFFECTIVE DATE"). IF YOU HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT WITH 42GEARS REGARDING THE SOFTWARE OR SAAS OFFERING ("SEPARATE AGREEMENT"), THE TERMS OF SUCH SEPARATE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT, AND THIS AGREEMENT SHALL NOT APPLY.

TO:

(1) ALL SUBSCRIPTIONS FOR 42GEARS' HOSTED SOFTWARE AS A SERVICE (SAAS) SOLUTIONS

(2) ANY OTHER RELATED SERVICES THAT 42GEARS MAY PROVIDE TO YOU IN CONNECTION WITH SUCH SAAS SOLUTION. 42GEARS RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME, AND YOU AGREE TO ABIDE BY THE MOST RECENT VERSION OF THIS TERMS OF USE AGREEMENT EACH TIME YOU VIEW THE WEBSITE AND USE THE SOFTWARE AS A SERVICE (SAAS) SOLUTIONS. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS.

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 fourteen (14) 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, 10, 11, 12, and 27 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:

- A. Authorized Users:** Authorized Users are individual Licensees, employees of Licensee or third-party individuals that are accessing the Software on behalf of Licensee.
- B. Authorized Reseller:** means a third party who is not our Affiliate and who is authorized by us or our Affiliate to resell or distribute Software to the Licensee.
- C. Device:** means any computing device/instrument that is supported by the Software.
- D. Documentation:** means the overview of the Software features and functionality such as user guide or any other software related information published at the website and as such revised and updated by the Licensor from time to time.
- E. Effective date:** the date when the Licensee agrees to the terms and conditions of this Terms Of Use by signing up for an account.
- F. Licensee Data:** means all data, information, and other materials that Licensee or its authorized users store, process or otherwise transmit through their use of AstroStatus , including without limitation, user information etc.
- G. 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.
- H. Perpetual License:** means the Software license provided on a perpetual basis for the use of Software, hereinafter referred to as "Perpetual License".
- I. 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.
- J. Software:** refers to the AstroStatus, a product by 42Gears, which is a cloud-based server application for incident communication.
- K. 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).
- L. Software Update:** means any patches and modifications, enhancements, improvements and revisions of the Software, including new releases of Software, made available by Licensor at its discretion from time to time.

- M. Status Page:** Status Page refers to the web pages hosted by Licensor that provide real-time and historical data regarding the status and uptime of your products /services. These pages also allow Status Page End Users to subscribe to receive status change notifications.
- N. Statuspage End User:** encompasses any individual who views a Status Page, including external individuals like customers or internal personnel such as employees.
- O. Subscriber:** denotes a person who registers to receive updates from your Status Page.
- P. Internal User:** refers to a person who has been granted permission to access a Status Page, including but not limited to employees, administrators, agents, and contractors.
- Q. Page Access User:** represents an individual who has been provided with a password to access an Access Control Status Page. When access is granted to a group of people for the same Access Control Status Page, it is referred to as a "Page Access Group."
- R. Notification:** refers to a message, sent via email, text, or webhook, that gives updates about what's shown on a Status Page. These messages can be sent to any kind of Statuspage End User.
- S. Subscription License:** means a software license provided on a subscription basis for the use of software, hereinafter referred to as "Subscription License".
- T. Third Party Software:** means software which is created or developed by a party other than the licensor and includes open-source software and excludes third party libraries.
- U. 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 revocable, 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 shall not itself or authorize or permit any third party including its authorized users to directly or indirectly: (i) sub-license, sell, rent, lease, assign, distribute, transmit, host, outsource the Software ; (ii) modify, disassemble, de-compile, decrypt, reverse engineer, create derivative works 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; (iii) use the Software in any manner to provide service bureau, time-sharing or other computer services to third parties; (iv) 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 (v) copy or replicate the Documentation provided in relation to the Software in any form; (vi) use the Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of any applicable laws or violates third party rights, including privacy rights; or (vii) 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; (viii) remove, alter, or obscure any proprietary rights notices contained in or affixed to the Software or; (ix) knowingly or negligently access or use the Services in a manner that abuses or disrupts the Licensor's networks, security systems or attempt to disrupt, degrade, impair, or violate the integrity, security, or performance of the Software, including, without limitation, by executing any form of network monitoring, the generation or dissemination of computer viruses, Trojan horses, time bombs, denial of service attacks etc.

4. SETTING UP AND CREDITING THE STATUS PAGE:

You may be granted permission to customize your Status Pages by integrating elements such as your corporate name, brand, logo, or other trademark, as well as imagery and other aesthetic features. Additionally, any links or permissions necessary for the collection of information from your Statuspage End Users or confirmation of their subscription to status alerts may be included (collectively referred to as "Your Configurations"). As per the Agreement, "Your Configurations" fall under the category of "Your Data," for which you hold accountability. You hereby agree to refrain from eliminating, disabling, or concealing the "Powered by Statuspage" hyperlink or any other attribution assigned by us on your Status Pages, unless expressly permitted by us in written form.

5. LICENSEE OBLIGATIONS:

You acknowledge, agree, and warrant that: (i) You will be responsible for Your and Your Authorized users activity and compliance with this Agreement, and if You become aware of

any violation, You will immediately terminate the offending party's access to the Software and Documentation and notify Licensor (ii) You shall use the Software and Documentation solely in a manner that complies with all applicable laws in the jurisdictions in which You use the Software and Documentation, including, but not limited to, applicable local, state, federal, and international laws, including intellectual property, privacy and security laws; (iii) You will be solely responsible for the accuracy, quality, integrity, and legality of Licensee Data and of the means by which Licensee acquired Licensee Data/information; (iv) use commercially reasonable efforts to prevent unauthorized access or Use of the Software, and notify Licensor promptly of any such unauthorized access or Use; and (v) shall be responsible for the security and privacy of any and all Software passwords, settings, and user data.

If Licensee becomes aware or receives notice from Licensor that any Licensee's data or any authorized user's access to or use of Licensee's data violates this clause, the Licensee must take immediate action to remove the applicable part of the Licensee's data or to suspend the access to the Services, as applicable. Provided Licensor does not allow the use of shared administrator accounts for sign-ups. Licensor strongly recommend you create your own unique account with a strong and secure password. This is to ensure the protection of your/ your organization's data and to enable accurate tracking and identification of user actions by the Licensor.

6. SUBSCRIBER INFORMATION COLLECTION.

Statuspage provides the capability for you to accumulate the data from your Statuspage End Users (including but not limited to their email addresses and telephone numbers) for the purpose of transmitting status notifications to these End Users. Any such collected data pertaining to your Statuspage End Users is designated as "Your Data" under the Agreement, and thus must be gathered in compliance with your relevant privacy policies. Consequently, the 42Gears User Notice/ privacy policy does not regulate the access or utilization of Statuspage by the Statuspage End Users.

7. INFORMATION DISPLAYED ON PUBLIC STATUS PAGES

It is considered accessible to the general public. Therefore, you acknowledge and agree that such information does not fall under the category of your Confidential Information according to the Agreement. You should not expect any privacy or confidentiality regarding the information presented on the Public Status Page. Additionally, you consent to our right to

collect, copy, use, store, modify, create derivative works of, publicly perform or display, or distribute any information showcased on a Public Status Page.

8. COMMERCIAL LICENSES:

The Software can be licensed as a “Subscription License” which gives the Licensee a right to use the Software (current or at any time the latest version) during the term of the subscription. The license fee is inclusive of Software updates; thus, Licensee will automatically receive relevant updates during the term of the subscription. The Licensee’s right to use the software including updates will forfeit upon the expiry of the term of the subscription or failure to comply with the terms stated herein in the Agreement.

9. COPIES:

Licensee may make a copy of the Software solely for backup, disaster recovery or archival 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 Licensors without modifications.

Licensee recognizes that the Software and its Documentation are protected by copyright and other relevant laws. Licensors shall not be liable in the event of the loss of data where such loss is due to the Device malfunction, intentional act or omission, or negligence of the Licensee. Further, the Licensee shall be solely responsible for taking appropriate action to secure, protect, and backup the data and account on the managed Devices.

10. OWNERSHIP AND RESERVATION OF RIGHTS:

42Gears grants no ownership rights to Licensee and is not a sale of any rights in the Software or the Documentation. 42Gears shall own and retain ownership of all right, title, and interest in and to: (i) the Software and any copies thereof; the Documentation and any copies thereof; (iii) any ideas, suggestions, or feedback 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 42Gears. Further all Feedback shall be deemed non-confidential to Licensee. To the extent such Feedback cannot be assigned, Licensee hereby grants and agrees to grant to 42Gears at no charge a perpetual, irrevocable, royalty-free, worldwide right to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit the Feedback without restriction. By signing this Agreement Licensee irrevocably acknowledges that, subject to the rights granted herein, Licensee has no ownership interest

in the Software provided to Licensee. 42Gears shall own all right, title, and interest in such Software/(s), subject to any limitations associated with intellectual property rights of third parties. 42Gears reserves all rights not specifically granted herein.

11. 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 including but not limited to WiFi Services, Cellular data etc, hardware maintenance and data backup are the responsibility of the Licensee. Licensee acknowledges that many features, built-in apps, and services of the Software transmit data could impact charges to Licensee's data plan, and that Licensee is responsible for any such charges.

12. THIRD PARTY SOFTWARE:

The Software may incorporate or access Third Party Software and services. 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" basis and without warranty of any kind. Licensor doesn't assume and shall 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.

Any third party software use will terminate when this Agreement terminates, when the Licensee terminates, or when the Software is no longer being used by the Licensee. However, the Software may also contain or include Third Party libraries as provided in the following webpage: <https://www.42gears.com/third-party-libraries-terms/LibraryNames.html> for which Licensor holds the entire responsibility and legal obligations related thereof.

13. 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).

14. OBLIGATIONS TO CONFIDENTIAL INFORMATION:

Each party acknowledges that it and its Affiliates (“Receiving Party/Recipient”) may have access to Confidential Information of the other party and its Affiliates (“Disclosing Party”) in connection with this Agreement. 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 Agreement 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 Agreement; 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 Disclosing Party 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.

Exclusions to Confidential Information: Confidential Information does not include information that: (a) was in the public domain at the time of Disclosing Party’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 Disclosing Party’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 the Disclosing Party; or (f) is approved for release by the Disclosing Party in writing. Recipient shall use any Confidential Information received (or derivatives thereof) solely for the purpose of performing its obligations under this Agreement.

Return/ Deletion of Confidential Information: All Disclosing Party’s Confidential Information and derivatives thereof shall remain the property of Disclosing Party and will be deleted or returned to Disclosing Party within Sixty (60) days following the termination of this Agreement. Without limiting the foregoing or the Software Restrictions, the Licensee

shall not disclose or display any Confidential Information of 42Gears, including the Software, to any Competitor of 42Gears or on any public forum.

15. FEES AND PAYMENT:

Fees: The monthly subscription fees due for use of the Software on one Device is specified in the 42Gears's website (in case of direct purchase from 42Gears), fees quoted by 42Gears's authorized reseller (if Software is purchased from 42Gears's authorized reseller). 42Gears may offer discounts, at its discretion, in case Customer makes a bulk purchase of the Software for use in multiple Devices.

Fees will be calculated based on the number of Devices on which the Software will be downloaded and the period for which it will be used. The fees are exclusive of applicable taxes and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of 42Gears. This provision does not apply to any taxes for which Customer is exempt, provided Customer has furnished 42Gears with a valid tax exemption certificate.

Payment Due Date: The applicable fees are due for payment before accessing the commercial version of the Software. Applicable fees for the subscription of the Software shall be due upon the expiry of the existing subscription. In case Customer is approved a payment credit period by 42Gears in writing, Customer has to pay the fees due within the credit period.

16. TAXES:

Any applicable license or other fees payable by Licensee under this Terms of Use 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 due to its legal obligation to pay or collect taxes, the Licensee must pay or reimburse to licensor any amounts payable on account of such Taxes levied upon or arising out of the supply of the Software or any services by the licensor to Licensee unless the Licensee submits a valid and authorized tax exemption certificate to the Licensor.

17. AUDIT:

To the extent permitted by applicable law, Licensor may, either itself or through an independent third party auditor, audit Licensee's Use of the Software to verify that Your use of the Software is in compliance with this Agreement and this audit shall be conducted not more than once per year, with prior written notice to Licensee. Licensor will protect confidential information obtained during the performance of the audit subject to clause 12 of this Agreement.

18. 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:

1. 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
2. has procured the right for Licensee to continue use of the Software in accordance with this Terms of Use.

19. TECHNICAL SUPPORT:

Licensor shall provide technical support as listed in Annexure A hereto until the subscription remains active. Also, From time to time, Licensor performs scheduled maintenance to update the servers, software, and other technology that are used to provide the Service and will use commercially reasonable efforts to provide prior notice of such scheduled maintenance. Licensee acknowledges that, in certain situations, Licensor may need to perform emergency maintenance of the Service without providing prior notice.

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

1. default or negligence of Licensee.
2. improper or unauthorized use of the Software.
3. any modifications or alterations of the Software other than as approved by the licensor or by any person other than the licensor.
4. any failure by Licensee to comply with the Documentation.
5. any failure by Licensee to download and install Updates made available on the licensor's Website.
6. any failure by Licensee to comply with any reasonable guidelines or instructions provided by the licensor.
7. any fault, defect, omission or error in any data, software or equipment not supplied by the licensor.
8. any failure arising out of any network (including the internet) or communications; or
9. 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 Terms of Use or not reasonably contemplated by this Terms of Use.

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.

Licensor shall have no obligation to provide Software, Software versions, features, functionalities and/or may cease providing related support and maintenance in the case of or with respect to any incident that is in whole or in part due to, caused by, or resulting from any changes or variations in any third party support which is not within the direct control of the Licensor including but not limited to the third party software and maintenance support, hardware maintenance, platform limitations affecting functionality such as OEM and operating systems and others.

In the event of any material change due to the third party support, Licensor will use all its commercially reasonable efforts, to restore the affected services as soon as possible and upon Licensor's failure to do so, the Licensee's sole remedy shall be to terminate the Agreement as contemplated in this Agreement without any claims against the Licensor.

20. LIMITED WARRANTY:

Licensor hereby warrants that to its knowledge it has the necessary rights and title to license the Software to the Licensee. Further, the Licensor warrants that the Software will perform in accordance with the applicable Service Level Agreement, if provided any, and that the Software has at all times been used in accordance with the Agreement. Further, the Licensor warrants that the service will be performed substantially in accordance with the Documentation and other specifications provided by the Licensor time to time. In case, the Licensor fails to meet this limited warranty, the sole and exclusive remedy for that failure is as specified in the Service Level Agreement. In case no Service Level Agreement is signed between the Licensor and the Licensee, the clause 18 of this Agreement shall apply to provide the adequate technical support as detailed therein.

DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY STATED IN THE AFOREMENTIONED CLAUSE, THE LICENSEE ASSUMES THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS (DOCUMENTATION) 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 THIRD PARTY 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. LICENSOR IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE

PERFORMANCE, OPERATION, OR SECURITY OF THE SOFTWARE THAT MAY ARISE FROM LICENSEE ACTS OR OMISSIONS, THIRD PARTY SERVICES. FURTHER, LICENSOR DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY INTERCEPTION OR INTERRUPTION OF ANY COMMUNICATIONS THROUGH THE INTERNET, NETWORKS, OR SYSTEMS OUTSIDE LICENSOR'S CONTROL.

LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY PERSONAL INJURY, DEATH, OR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, DATA LEAKAGE, LOSS OF BUSINESS INFORMATION OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), ANY OTHER DAMAGES OR LOSSES INCLUDING COST ASSOCIATED WITH DATA USAGE OVER COMMUNICATION NETWORKS, INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WILL LICENSOR BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, ANY ALLEGED OR ACTUAL IMPROPER USE OR INSTALLATION OF THE SOFTWARE BY LICENSEE, ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS, WILFUL MISCONDUCT, FRAUD OR FAILURE OF THE SOFTWARE DUE TO THIRD PARTIES SOFTWARE OR THE LICENSEE'S COMPUTER NETWORK. IN ANY CASE EITHER PARTY OR ITS AFFILIATES CUMULATIVE LIABILITY TO OTHER PARTY, 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 EVENT GIVING RISE TO CLAIM LESS THE AMOUNT CONSUMED FOR SUPPORT AND MAINTENANCE IN THE PERIOD 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.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; OR (2) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

AUSTRALIAN CONSUMERS: IF YOU ARE A "CONSUMER/LICENSEE" UNDER THE AUSTRALIAN CONSUMER/LICENSEE LAW NOTHING IN THESE TERMS INTENDED TO AFFECT THOSE RIGHTS. NOTHING IN THIS Terms of Use EXCLUDES, RESTRICTS OR MODIFIES ANY RIGHT OR REMEDY, OR ANY GUARANTEE, WARRANTY OR OTHER TERM

IMPLIED OR IMPOSED BY LEGISLATION WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED (EACH A NON-EXCLUDABLE TERM). SUCH LEGISLATION INCLUDES THE AUSTRALIAN CONSUMER LAW WHICH CONTAINS GUARANTEES THAT PROTECT THE PURCHASERS OF GOODS OR SERVICES IN CERTAIN CIRCUMSTANCES.

21. 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 any patent, trademark or copyright infringement of a third party or constitutes misuse or misappropriation of a trade secret.

Exclusions: 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; (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.

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 Terms of Use;(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 Terms of Use (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).

22. TRAINING:

Licensor does not provide training for the use of the Software unless requested by Licensee or otherwise provided by this Terms of Use. 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.

23. 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 Terms of Use 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 Terms of Use, 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.

24. 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 Terms of Use limits either party's ability to seek equitable relief.

25. TERM; SUSPENSION; TERMINATION:

1. 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.

2. **Termination by Licensee:** Licensee may terminate this Terms of Use at any time by giving 30 days written notice to licensor and complying with the conditions of clause.
3. **Termination by Licensor:** Licensor may terminate this Terms of Use immediately by giving written notice to Licensee if:
 - a. Licensee fails to pay any fees which are due and payable under this Terms of Use within 30 days of serving the notice;
 - b. Licensee fails to comply with any term or condition of this Terms of Use;
 - 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).
4. **Consequences of Termination:** Upon termination or expiry of this Terms of Use for any reason the Licensee must:
 - a. immediately pay any outstanding amounts owed to licensor under this Terms of Use 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, full or partial, of the Software and Documentation that are in the possession of Licensee.
5. 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 Terms of Use. 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.
6. **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.

26. SURVIVAL CLAUSE:

Expiry or termination of this Terms of Use 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), 14 (Confidentiality), 10 (Ownership Rights), 15 and 16 (Fees, Payment and Taxes), 20 (Warranties; Disclaimers; Limitation of Liability), 21 Indemnification, 25 (4) (Consequences of Termination), and 37 (General).**

27. COMPLIANCE:

Licensee must ensure that users comply with the obligations under this Terms of Use. 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 Terms of Use, 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.

28. DATA PROTECTION:

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

- a. 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.

- b. 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. 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);
- d. 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;
- e. 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 Agreement/Policy.

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.

29. 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.

30. 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 here. By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of our Privacy Notice.

31. 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.

32. 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.

33. 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.

34. TERMS OF USE 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.

35. 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.

36. 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 [here](#).

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.

37. GENERAL:

1. **Entire Agreement Clause:** This Terms of Use 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 Terms of Use 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 Terms of Use is valid unless it is in writing and signed by an authorized representative of the licensor.
3. **Severance:** If any provision of this Terms of Use is declared illegal or unenforceable, such provision is to be severed from this Terms of Use and all other provisions of this Terms of Use will remain in full force and effect.
4. **Waiver:** Any delay or failure by the licensor in enforcing its rights under this Terms of Use 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 Terms of Use 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 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. Availability: 24/7
2. Nature of support: Assistance provided for installation, maintenance and software upgrades. Bug fixing is not included as a part of technical support.
3. How to request for technical support:
4. Submit a Ticket: <https://www.42gears.com/submit-a-ticket/>
5. Live Chat: <https://www.42gears.com/chat/>
6. Phone: Worldwide: +1-424-284-2574 | India: 1800-419-7675
7. Knowledge Base: <https://knowledgebase.42gears.com/>