



# User License Agreement

This User License Agreement is between **you ('customer')** and **Xecurify Inc (DBA miniOrange Security Software Private Limited)**.

PLEASE READ THIS AGREEMENT BEFORE USING ANY **XECURIFY SOFTWARE OR SERVICES**. BY DOWNLOADING, INSTALLING OR USING ANY XECURIFY SOFTWARE OR SERVICES, YOU ("the Customer") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**Agreed To:**

[Customer Company Name]

[Company Address]

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Agreed To:**

**Xecurify INC**

1621 Central Ave, Cheyenne, WY 82001

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

"Customer" or "you" agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its Affiliates to this Agreement. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service. This Agreement is effective as of that date that you accept it. Customer and Xecurify hereby agree as follows:



## 1. Definitions

1.1. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer entity signing this Agreement. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. **"Free Trial Service"** means any Xecurify service or functionality that may be made available by Xecurify to Customer to try at Customer's option, at no additional charge, and which is clearly designated as "beta," "trial," "non-GA," "pilot," "developer preview," "non-production," "free trial," "evaluation," or by a similar designation.

1.3. **"Customer"** means the legal entity or individual that agrees to the terms of this Agreement. The individual who physically signs the "Agreement" and warrants that he/she has the legal authority to agree to the terms and conditions contained herein.

1.4. **"Customer Data"** means all electronic data submitted by or on behalf of Customer to the Xecurify Service.

1.5. **"Documentation"** means Xecurify's user guides and other end user documentation for the Service available on the online help feature of the Service, as may be updated by Xecurify from time to time including without limitation the materials available at [www.miniorange.com](http://www.miniorange.com).

1.6. **"Non-Xecurify Application"** means a web-based, offline, mobile, or other software application functionality that is provided by a Customer or a third party and interoperates with a Service.

1.7. **"Email Order"** means an order of requirement with respect to the software which is raised by the customer that specifies the Service, Training Services, Support Services, and/or Professional Services purchased by Customer under this Agreement that is entered into by Customer (or any Affiliate) and Xecurify (or any Affiliate). Email Order shall be subject solely to and incorporate by reference the terms of this Agreement.



1.8. **“Professional Services”** means implementation and configuration services provided by Xecurify in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.

1.9. **“Service”** means the products and services purchased by Customer and provided by Xecurify, as specified on an Order Form. “Service” excludes the Professional Services, Free Trial Service, and Non-Xecurify Applications.

1.10. **“Statement of Work”** means a document that describes certain Professional Services purchased by a Customer under this Agreement. With respect to Customer, the “Xecurify Services” includes the plan and/or products identified in the Statement of work/ Quote.

1.11. **“Support Services”** means the support services provided by Xecurify in accordance with Xecurify’s then-current support plan as requested by the customer via email and as identified in email order i. In the event that the level of support is not identified in the Order Form, Customer shall receive a “basic” level of support that is included in the Service.

1.12. **“Term”** has the meaning set forth in Section 14.1.

1.13. **“Users”** means individuals who are authorized by the Customer to use the Service, for whom a subscription to the Service has been procured. Users may include, for example, Customers and Customer’s Affiliates’ employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.

1.14. **“Partner”** means a reseller or distributor that has an agreement with Xecurify that authorizes them to resell Xecurify software and/or services.

## **2. Grants**

2.1 **Licence Grant:** Subject to the terms and conditions of this Agreement, Xecurify grants to Customer a non-exclusive, non-transferable licence(except as otherwise set forth herein) to (a)install, execute, copy, display or otherwise use the Software in machine readable format solely for internal use and solely for the number of Identity Cubes specified on an Order and (b) use the Documentation solely for use with the Software.

Use of such Software greater than the number of Identity Cubes paid, is prohibited and use of such software for any other purposes other than the permitted use shall be informed to



us in writing and any such use will be subject to additional licence and Support and Maintenance fees.

**2.2 Third Party Use:** The Software may only be used by employees of Customer or contractor/agents of Customer who are acting on behalf of Customer by providing implementing, consulting or outsourcing services and are under a written agreement with Customer that will protect Xecurify's Software similar to the protections and restrictions stated under this Agreement.

### **3. Free Trials, Service, Professional Services, and Training Services**

**3.1 Free Trials:** If Customer registers for a Free Trial Service on Xecurify's website, Xecurify will make such Free Trial Service available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Free Trial Service(s), or (b) the start date of any Service subscription purchased by you for such Service(s). Notwithstanding anything to the contrary in this Agreement, during the free trial, the Free Trial Service is provided "as-is" without any representation or warranty.

**3.2 Xecurify's Obligations:** Xecurify shall make the Service available to Customer pursuant to this Agreement and all Order Forms during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right during the Term to allow its Users to access and use the Service in accordance with the Documentation, solely for Customer's business purposes. During the Term, Xecurify represents that the functionality of the Service will not materially decrease.

**3.3 Customer's Obligations:** Customer is responsible for all activities conducted under and its Users' logins on the Service. Customer shall use the Service in compliance with applicable law and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users; (ii) Customer shall be responsible for its usage of the Software and shall comply with all applicable laws and regulations with respect to its usage of the Software, including its transferring, storing or processing of Personal Data via the Software; (iii) send or store infringing or unlawful material in connection with the Service; (iv) breach, circumvent,



tamper with or disable any security or other technological features or measures of the Xecurify's Services; (v) attempt to probe, scan or test the vulnerability of any systems related to the Xecurify Services, including penetration or load tests, without Xecurify's prior written approval for each test instance; (vi) send or store viruses, worms, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Service; (vii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (viii) modify, copy or create derivative works based on the Service, or any portion thereof; (ix) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or ( delete, alter, add to or fail to reproduce in and on the Service the name of Xecurify and any copyright or other notices appearing in or on the Service or which may be required by Xecurify at any time.

Any use of the Service in breach of this Agreement, Documentation or Order Forms, by Customer or Users that in Xecurify's judgment threatens the security, integrity or availability of the Service, may result in Xecurify's immediate suspension of the Service; however, Xecurify will use commercially reasonable efforts under the circumstances to provide Customer with notice of 30 days and an opportunity to remedy such violation or threat within a period of 30 days, prior to such suspension.

**3.4 Professional Services:** Customer and Xecurify may enter into Statement of Work that describe the specific Professional Services to be performed by Xecurify. Xecurify may provide any Training Services in accordance with Xecurify's then-current Training Services terms. If applicable, while on Customer premises for Professional Services or Training Services, Xecurify personnel shall comply with reasonable Customer rules and regulations regarding safety, security, and conduct made known to Xecurify, and will at Customer's request promptly remove from the project any Xecurify personnel not following such rules and regulations.

**3.5 Customer Affiliates:** Customer Affiliates may purchase and use Service subscription and Professional Services subject to the terms of this Agreement by executing Statement of Work hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for purposes of such Statement of Work.



**3.6 Partner/ Resellers:** If Customer has entered into an arrangement with an authorized Xecurify channel partner/Reseller with respect to the Service (such as a reseller or managed service provider), Xecurify may delegate or novate any of its obligations under this Agreement to such Partner (e.g., support services and payment collection), and Xecurify will not have any obligation to provide such delegated or novated services to Customer (because the Channel Partner will have such obligation directly to Customer). Any nonpayment of applicable Service Fees (by Customer or such Channel Partner) to Xecurify will be a material breach of this Agreement. Customer acknowledges and understands that Partner/Resellers are not Xecurify's agent and is not authorized to make any representations, conditions or warranties, statutory or otherwise, on Xecurify's behalf or to vary any of the terms or conditions of this agreement.

#### **4. Title and Restrictions**

**4.1 Title and Copyright:** Except for the rights expressly granted under this Agreement, Xecurify retains all right, title, and interest in and to the Service, Documentation and Professional Services, including all related intellectual property rights inherent therein. This Agreement confers no ownership rights to Customer and is not a sale of any rights in the Software, the Documentation, or the media on which either is recorded or printed. Customer does not acquire any rights, express or implied, in the Software or the Documentation, other than those rights as a licensee specified in this Agreement.

All Software and Documentation furnished by Xecurify, derivative products, programmatic extensions, patches, revisions, and updates made by either party, and any, patent rights, copyrights, trade secrets, trademarks, trade names, service marks, designs or design marks or proprietary inventions, designs and information included within any of the items described above are and shall remain the property of Xecurify or Xecurify's licensors, as applicable.

**4.2 Restrictions:** Customers will not, nor allow any third party to reverse engineer, decompile or attempt to discover any source code or underlying ideas or algorithms of any Software. Except as mutually agreed to in writing as an exception under this Agreement,



Customer shall not neither on their own accord, nor by way of allowing any third party modify, lease, lend, use for time sharing or service bureau purposes or otherwise use or allow others to use Software for the benefit of any third party. Customer will not remove or obscure any proprietary or other notices contained in the Software, Customer will not use the Software for competitive analysis or to build competitive products, Customer will not publicly disseminate information regarding the performance of the Software; Customer undertakes to promptly report to Xecurify any violations of these provisions by Customer's employees, consultants or agents of which Customer is aware.

## **5. Orders and Delivery**

**5.1 Software Orders:** This Agreement may include an initial schedule or Order which shall be annexed to the agreement on a case to case basis depending upon the requirements of the products and services raised by the customer. Customers may purchase additional Software licenses and/or services by executing a follow-on Order and by paying additional fees/cost, as mutually accepted by the parties. A purchase order issued by Customer shall be in writing, in printed or as per standard terms contained in any purchase order. The purchase order shall identify the Software being ordered, and shall contain the shipping and invoicing locations, and shall be subject to acceptance by Xecurify. In the event, where the customer in its purchase order fails to provide the above mentioned particulars, Xecurify reserves a right to reject such purchase orders.

**5.2 Delivery:** Xecurify shall fulfil orders by delivering Software and Documentation via electronic download, subject to the receipt of all required documentation, including any required export and import permits. Customer's Order shall be considered delivered on the date that Xecurify emails instructions for downloading the Software and Documentation to Customer.

## **6. Price and Payment**

**6.1 Fees:** The fees for Software, Professional Services (defined above), and Support and Maintenance Services are set forth in an email/purchase Order. The fees required to be paid hereunder do not include any amount for taxes, duties or import/export fees. If withheld by a government entity, Customer shall reimburse Xecurify and hold Xecurify harmless for all



sales, use, VAT, excise, property, or other taxes or levies, duties or import/export fees which Xecurify is required to collect or remit to applicable tax authorities (including any interest or penalties thereon). Unless Customer provides Xecurify a valid exemption certification from the applicable taxing authority, Customer shall pay to Xecurify or its agents the amount of any such tax.

Customer agrees to pay Xecurify all fees within thirty (30) days of the invoice date. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Xecurify hereunder are non-cancelable and non-refundable. If Customer fails to pay any Fees due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of Law, (i) Xecurify reserves the right to suspend the Service upon thirty (30) days written notice, until such amounts are paid in full, and (ii) Xecurify will have the right to levy additional interest equal to the amount of the used services.

**6.2 Expenses:** Unless otherwise specified in the applicable Statement of Work, upon invoice from Xecurify Customer will reimburse Xecurify for all pre-approved, reasonable expenses incurred by Xecurify while performing the Professional Services, including without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision of the Professional Services. Xecurify will include reasonably detailed documentation of all such expenses with each related

**6.3 Taxes:** Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder.

## **7. Reservation of Rights.**

Xecurify reserves to itself all rights in and to the Xecurify Services and Documentation not expressly granted to customers under this Agreement.

## **8. Confidentiality**

Each party ("Receiving Party/Recipient") may, during the course of its provision and use of the Service or provision of Professional Services hereunder, receive, have access to, and





acquire knowledge from discussions with the other party ("Disclosing party") which may not be accessible or known to the general public, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations ("Confidential Information"). Confidential Information shall not include, and shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Receiving party; (c) were rightfully known to the Recipient prior to its receipt thereof from the Disclosing party; (d) are or were disclosed by the Disclosing party generally without restriction on disclosure; (e) the Recipient lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (f) are independently developed by the Recipient as shown by documents and other competent evidence in the Recipient's possession. The Recipient shall not: (i) use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission, or (ii) disclose or make the Disclosing Party's Confidential Information available to any party, except those of its employees, contractors, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of this Agreement. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of similar kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the one party is compelled by law to disclose Confidential Information of the other party, it shall provide the Disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.



## 9. SOFTWARE WARRANTY AND REFUND POLICY

Xecurify warrants that the software will materially conform the accompanying documentation for a period of 7 days from the date of initial delivery. At Xecurify, the customer will only be able to claim if the refund has been raised by the Customer within 10 days from the date of purchase, only under the following circumstances:

- a) if the software or the features you have purchased is not working as advertised on the website/ marketplace;
- b) you have attempted to resolve the issues with our support team;
- c) you have purchased the wrong license or Xecurify/miniOrange product and informed us within a period of 10 days from your purchase;

The Customer is not eligible for the refund under all the following circumstances

- a) the Software is not used in accordance with Xecurify's instructions;
- b) the Software defect has been caused by any of Customer's malfunctioning equipment or Customer provided software;
- c) Customer has made modifications to the Software not expressly authorized in writing by Xecurify;
- d) software is not working due to customers environmental changes;
- e) Combined the software with other products;
- f) Customer no longer requires the software after the purchase or changes his/her requirements towards the services;
- g) In cases where the Customer has willingly purchased the software after taking the demo/trial from the Xecurify team.

If refunded, Customer's license in the use of the defective Software shall be terminated and the defective Software shall be returned to Xecurify immediately after receipt of the refund. Xecurify does not warrant and explicitly states that the operation of the Software will be uninterrupted or error free, or that all software defects can be corrected



## **10. Feedback**

The customer acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding Xecurify or the Site (collectively, "Feedback") that are provided by the customer, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of Xecurify. Xecurify will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **11. Indemnification**

11.1 If a third party makes a claim against the Customer that the Software infringes any patent, copyright or trademark, or misappropriate any trade secret ("Claim"), Customer shall (a) promptly notify Xecurify of the Claim, (b) provide Xecurify with the sole control of the defense and settlement of the Claim, and (c) provide the assistance, information and authority reasonably requested by Xecurify in such defense and settlement. Xecurify shall defend Customer and its directors, officers and employees against the Claim at Xecurify's expense and Xecurify shall pay all losses, damages and expenses (including reasonable legal fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Xecurify, to the extent arising from the Claim.

### **11.2 Exclusions from Obligations**

Xecurify will have no obligation under this Section 11.1 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) not supplied by Xecurify, (b) that are modified by Customer after delivery (c) use of the Xecurify's Services in combination with other products, services, processes or materials where the alleged infringement relates to such combination which were unauthorised by Xecurify; (d) use of the Xecurify's Services by Customer for purposes outside the scope of the rights and licenses granted to Customer (e) where Customer continues use of the infringing Software following Xecurify's supplying a modified, amended or replacement version of the Software, or (f) Customer failure to use the Xecurify's Services in accordance with this



Agreement and the Documentation; (g) any modification of the Xecurify Services by Customer not made or authorized in writing by Xecurify; or (e) any activity after Xecurify has provided Customer with a work around or modification that would have avoided such Claim. This Section sets forth Xecurify's entire obligation and Customers exclusive remedy with respect to any infringement, misappropriation or other violation of third party rights.

Customer undertakes to reimburse Xecurify for any reasonable out of pocket expenses incurred by Xecurify if the cause of the infringement is attributable to Customer's actions as stated herein.

11.3 In the event of such a Claim being brought or threatened or in the event an injunction is issued or threatened, Xecurify may, at its option and expense, either procure for the Customer the right to continue to use the Software, modify or replace the Software so as to avoid infringement, or accept the return of the infringing Software and return the licence fee paid for such infringing Software.

11.4 The provisions of this Section set forth Xecurify's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of intellectual property rights and/or proprietary rights of any kind.

## **12. Warranties and Disclaimer**

### **12.1 Warranties:**

a) Service: Each party warrants that it has the authority to enter into this Agreement. Xecurify warrants that during the applicable Term: (i) the Service shall perform materially in accordance with the applicable Documentation; (ii) Xecurify will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service, and (iii) the overall functionality of the Service will not be materially decreased as described in the applicable Documentation. Xecurify shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Xecurify fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable



Order Form as to the non-conforming Service and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection will be Customer's sole remedy and Xecurify entire liability for breach of these warranties unless the breach of warranties constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with Section 11.2 entitled "Termination." The warranties set forth in this subsection shall apply only if the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable Law.

**12.2 Disclaimer:** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH UNDER SECTION 12.1(A) AND (B), XECURIFY AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES RELATING TO THE SERVICE, PROFESSIONAL SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED. Xecurify MAKES NO WARRANTY REGARDING ANY NON-Xecurify APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE.

### **13. Limitation of Liability**

13.1 Neither Party excludes or limits its liability for: (i) death or personal injury caused by its negligence, or that of its employees, agents or subcontractors; (ii) any breach by them of the "Title and Copyright", "Restrictions", "Indemnification" or "Confidentiality" provisions of this Agreement; (iii) willful misconduct, fraud or fraudulent misrepresentation by it or its employees; or any liability that cannot be excluded or limited by virtue of the Governing Law of this Agreement.

13.2 Subject to Sections 11.1 and 11.3, each party's aggregate liability for direct damages under this Agreement, regardless of the nature of the claim (including negligence) and irrespective of whether the same was foreseeable shall be calculated on pro-rata basis i.e. based on the usage of the software by the customer and in case shall not exceed 100% of



the fees paid or payable by the Customer during the 12 months preceding the date the claim arose.

13.3 Subject to Section 11.1, in no event shall either Party be liable to the other for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise);
- (fi) loss of data; and/or
- (g) any indirect, special or consequential loss or damage.

13.4 **EXCLUDED DAMAGES:** IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COVER, LOST PROFITS OR REVENUES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING EXCLUSIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

#### **14. Term and Termination**

14.1 **Term:** This Agreement shall commence on the Effective Date and shall continue in effect unless terminated as set forth herein.

14.2 **Termination:** This Agreement, or a license granted hereunder, may be terminated (i) by mutual agreement of Xecurify and Customer, (ii) by either party if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days following receipt of breach notice, or (iii) by either party if the other party becomes insolvent or is adjudged as bankrupt; makes an assignment for the benefit of creditors; has a receiver appointed; or files a petition of bankruptcy.



**14.3 Effect of Termination:** Upon termination of this Agreement or expiration or termination of a license, all rights granted to Customer for the applicable license(s) shall cease and Customer shall immediately: (i) cease using the applicable Software and Documentation, (ii) return the applicable Software to Xecurify together with all Documentation and other materials associated with the Software and, or destroy such items, (iii) cease using the Maintenance Services associated with the applicable License(s), (iv) give Xecurify a written certification that Customer has complied with all of the foregoing obligations, and (v) in case of termination due to an uncured Customer breach, Customer will pay Xecurify or the applicable Partner all amounts due and payable.

**14.4 Survival:** Upon termination of this Agreement, all of the parties' respective rights and obligations hereunder shall cease, except that Sections entitled: "Title and Restrictions", "Payment", "Warranty Disclaimer", "Intellectual Property Indemnification", "Limitation of Liability", "Confidentiality", "Effect of Termination", and "General" Sections of this Agreement, shall survive such termination.

## **15. General**

**15.1 Anti-Bribery/Corruption:** a) Xecurify shall ensure that, in relation to this Agreement and general business practices, it shall not engage in any activity, practice or conduct which may constitute an offence under any applicable Anti-Corruption Laws. In particular, Xecurify shall not offer, promise or pay to, or solicit or receive from any other person (including public and government officials) or company, any financial or other advantage which causes or is intended to cause another person to improperly perform their function or activities in order to secure or retain a business advantage. Xecurify shall further ensure that, unless allowed or required by local law, it shall not offer, promise or pay to any public government official any financial or other advantage in order to secure or retain a business advantage, including payment intended to induce officials to perform duties they are otherwise obligated to perform.

b) As part of its internal measures to ensure compliance under this Section, Xecurify shall have in place and maintain policies and procedures to assess the risk of, monitor, and prevent the breaching of Anti-Corruption Laws. Where such policies are not published by



Xecurify generally on its website or are otherwise made available generally, such policies and procedures shall be provided to Customer upon Customer's written request.

**15.2 Relationship:** No agency, partnership, or joint venture is created as a result of this Agreement and neither party has any authority of any kind to bind the other party. X

**15.3 Subcontractors:** Xecurify may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Xecurify remains responsible for all of its obligations under this Agreement.

**15.4 Severability:** Should any provision of this Agreement be invalid, ineffective, or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**15.5 Notice:** Notices to either Party shall be in writing to the address indicated in this Agreement (or as later amended) and deemed effective when received.

**15.6 Assignment:** Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party and any such prohibited assignment shall be null and void. Notwithstanding the foregoing, (a) either party may assign this Agreement to any party that acquires all or substantially all of its related business by merger, sale of stock or assets, or a similar transaction, and (b) Xecurify may subcontract its obligations hereunder to a third party, provided that Xecurify shall remain liable for any breach thereof.

**15.7 Entire Agreement:** This Agreement and the schedules or exhibits attached hereto or incorporated by reference, constitute the entire agreement between the parties on the subject matter hereof and supersede all prior agreements, communications and understandings of any nature whatsoever, oral or written including any shrink wrap license included with the Software. This Agreement may not be modified or waived orally and may be modified only in writing signed by duly authorized representatives of each party.

**15.8 Force Majeure:** Neither party will be liable for, or be considered to be in breach of or default under this Agreement (other than with respect to payment obligations) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or





condition beyond its reasonable control, including denial-of-service attacks, strikes, shortages, widespread security breaches (e.g., heartbleed bug), riots, fires, flood, storm, earthquakes, explosions, acts of God, war, terrorism, and governmental action (“Force Majeure”) so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

**15.9 Compliance with Laws:** Customers will use the Xecurify Services and Documentation in compliance with all applicable laws and regulations. Xecurify will comply with all applicable laws and regulations in its performance of this Agreement.

**15.10 Governing Law:** This User Agreement shall be construed in accordance with the applicable **laws** of the USA. The Courts at Wyoming USA shall have exclusive jurisdiction in any proceedings arising out of this agreement.

**15.11 Signatures:** This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

BY SIGNING THIS AGREEMENT, THE CUSTOMER AGREES TO ABIDE BY THE TERMS AND CONDITIONS OF THE [NON DISCLOSURE AGREEMENT](#) AS WELL AS THE [PRIVACY POLICY](#) WHICH IS PUBLISHED ON THE MINIORANGE WEBSITE.