



Software License Agreement

Software License Agreement : miniOrange On-Premise Version

1. DEFINITIONS: The following definitions will apply:

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

1.2. "Software" means miniOrange On-Premise Identity Server Software, its Source Code and Object Code, including, as applicable, executable and non-executable application files that Customer may download.

1.3. "Documentation" means any written materials supplied by miniOrange, either in print or digital format, to be used in conjunction with the Software for purposes including, but not limited to, installation, training, and demonstration of the Software.

1.4. "Licensed User" means one of Customer's employees, representatives, consultants, contractors, agents or other persons expressly permitted by Customer in connection with Customer's business affairs who are authorized to use the Software and have been supplied user identifications and passwords by Customer (or by miniOrange at Customer's request).

1.5. "Third Party" means any person or organization who is not an employee, representative, consultant, contractor, agent, or other person expressly designated by Customer to conduct business on Customer's behalf.

1.6. "Derivative Work" means any work derived from the Software or in which the Software is an integrated component, and which derivation was created or developed, at the expense of, or on the initiative of Customer. Derivative Works may include but are not limited to software applications, cloud-based (Software as a Service) applications, or online portals that integrate with the Software.

1.7. "Software Update Release" means an embodiment of the Software that delivers minor performance improvements or enhancements of existing features and/or functionality to the Software.

1.8. "Software Upgrade Release" means an embodiment of the Software that delivers substantial performance improvements, architectural changes or new features and/or functionality to the Software, for which miniOrange may charge a separate license fee.

1.9. "Support Services" means the services provided by miniOrange including Software support and maintenance and Software Update Releases and for which Customer pays a separate annual support fee.

2. LICENSE GRANTS

2.1. Subject to Customer's compliance with the terms and restrictions contained herein, Customer is entitled to use this Software for Customer's own internal business use, but may not sell, transfer, rent, or sub-license the Software, Documentation, or Derivative Work to any Third Party in any way. Customer may not grant any Third Party access to any administrative functions of the Software including, but not limited to, survey creation and editing, report creation and editing, user management functions, and system administrative functions.

2.2. Customer may use one copy (instance) of the Software on a single server. Customer may use additional copies of the Software on additional servers or web farm environments only if all applicable license fees have been paid.

3. RESTRICTIONS OF USE:

Customer may not license, sublicense, rent, resell, lease or otherwise supply the Software, Documentation or Derivative Works for use in, or for the benefit of, any Third Party, without the prior written consent of miniOrange. Customer may not modify, enhance, supplement, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the Software to human readable form. Customer will not use or access the Software to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Software, (iii) make Derivative Works based upon the Software, except for Customer's own internal business use (iv) copy any features, functions or graphics of the Software. Use, resale or exploitation of the Software except as expressly permitted in this Agreement is prohibited.

4. SUPPORT SERVICES:

If Customer has purchased Support Services or if any Software license purchased by the Customer includes Support Services, Customer agrees that those Support Services are bound by the miniOrange Terms of Support, the current version of which is attached as **Appendix A**.

5. SOURCE CODE AND SOFTWARE DEVELOPER KIT:

If Customer has purchased any miniOrange Software License package that includes the Source Code or SDK, Customer acknowledges that use of the Source Code or SDK is bound by the terms of this Agreement. Purchase of miniOrange Software License does not entitle Customer to Software Upgrade releases unless Customer has opted in for it.

6. CONFIDENTIALITY:

Customer acknowledges and agrees that the Software and associated Documentation constitute valuable proprietary and confidential information and intellectual property (collectively, the "Proprietary Information") of miniOrange. Customer may not use or disclose the Proprietary Information without miniOrange's prior written consent, except disclosure to and subsequent uses by Customer's employees and contractors who have a need-to-know, provided such employees and contractors have executed written agreements restricting use or disclosure of Proprietary Information that are at least as protective as those set forth in

this Agreement. Customer agrees to use at least the same degree of care in protecting the Proprietary Information as Customer uses to protect Customer's own similar information, but in no event less than reasonable care. Customer acknowledges that due to the unique nature of the Proprietary Information, miniOrange will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Proprietary Information. In addition to any other remedies that may be available in law, in equity, or otherwise, miniOrange shall be entitled to obtain injunctive relief to prevent such unauthorized use or disclosure. Customer shall not use any information or data disclosed by miniOrange in connection with this Agreement to contest the validity of any miniOrange intellectual property. Any such use of miniOrange information and data shall constitute a material, non-curable breach of this Agreement.

7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, MINIORANGE SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TO THE FULLEST EXTENT ALLOWED BY LAW, MINIORANGE'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO MINIORANGE IN RESPECT OF THE ORDER THAT IS THE SUBJECT OF THIS AGREEMENT.

8. TERMINATION:

Without prejudice to any other rights, miniOrange may terminate this license if Customer fails to comply with the terms and conditions of this License. In such event, Customer must destroy all copies of the Software and Documentation and all of its component parts.

9. GENERAL:

This Agreement constitutes the entire understanding between miniOrange and Customer with respect to subject matter hereof. Any change to this Agreement must be in writing, signed by miniOrange and Customer. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement or the Ordering Form, shall not become part of this Agreement unless specifically accepted by Customer in writing. Customer shall be responsible for and shall pay, and shall reimburse miniOrange on request if miniOrange is required to pay, any sales, use, value added (VAT), consumption or other tax (excluding any tax that is based on miniOrange's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Package.

10. AMENDMENT.

This Agreement may not be modified except (i) by authorized representatives of miniOrange and (ii) in a written contract signed by both parties.

11. ASSIGNMENT AND SUCCESSORS.

Neither party may assign this Agreement or any of its rights or obligations here under without the other's express written consent. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

PLEASE DIRECT ALL INQUIRIES TO

miniOrange Security Software Pvt. Ltd.
301, Business Enclave, Baner
Pune, Maharashtra (411045)

USA: +1 978 658 9387

info@miniorange.com

India: +91 800 702 6042

info@miniorange.com

Appendix A

miniOrange Support, Terms of Support

The following sets forth the terms of the agreement (the “**Agreement**”) by which miniOrange will provide Support Services (as defined below) for its Software product (the “Software”) which is licensed by the Customer (as defined below) pursuant to miniOrange’s Software License Agreement (“License Agreement”). Except where superseded by this Agreement, all other terms and conditions of the License Agreement are incorporated by reference. Capitalized terms that are not contained herein have the same meaning as in the License Agreement.

1. DEFINITIONS

1.1. “Bug” means a technical aspect or functionality of the Software that does not execute as outlined in the Documentation. Unexpected behavior isolated to Customer’s specific configuration or environment does not constitute a Bug. Support Incident is recognized as a Bug only after it has been reproduced in steps provided by Customer and has been confirmed by a miniOrange Support Engineer.

1.2. “Bug Fix Release” means an embodiment of the Software that is released by miniOrange in order to correct Errors.

1.3. “Designated Support Contact” means Customer’s employee who is authorized to contact miniOrange’s support center.

1.4. “Error” means a defect that causes the Software not to perform substantially in accordance with the specifications set forth in miniOrange’s Documentation.

1.5. “Installation” means the process in which the Software installation program is extracted from downloaded zip and the setup program is run to completion in accordance with the authorized installation instructions. A completed installation is determined by the successful first run of the Software. This does not include configuration of other applications required by the Software, including, but not limited to, SMTP, firewalls, or networking components.

1.6. “Previous Sequential Release” means the embodiment of the Software that has been replaced by a subsequent release, which may include a Bug Fix Release, Software Update Release or Software Upgrade Release.

1.7. “Software Update Release” means an embodiment of the Software that delivers minor performance improvements or enhancements of existing features and/or functionality to the Software.

1.8. “Software Upgrade Release” means an embodiment of the Software that delivers substantial performance improvements, architectural changes or new features and/or functionality to the Software, for which miniOrange may charge a separate license fee.

1.9. "Support Services" means the Software support services that are purchased by Customer, as described on the miniOrange Agreement. Support Services are optional and purchased separately with the purchase of the miniOrange On-Premise Identity Server

2. SUPPORT SERVICES

miniOrange will provide the Support Services listed herein upon payment of the applicable fees by Customer and pursuant to the terms and conditions of this Agreement.

2.1. Support Center: The miniOrange Support Center is available to Customer and will be staffed by miniOrange Support Engineers Monday through Friday, except for recognized miniOrange holidays. miniOrange holidays will be posted in advance on the miniOrange website (/news). The Support Center can be contacted by sending an email at info@miniorange.com or by telephone at +1 978 658 9387. During non-working hours, Customer may leave a telephone voicemail with the Support Center or send an email at info@miniorange.com and the support incident will be reviewed at the start of the next working day. miniOrange will make commercially reasonable efforts to respond to online support inquires and telephone voicemails within 1 business day.

2.2. Support Protocols: Incoming calls or support emails at info@miniorange.com to the miniOrange Support Center are routed to a miniOrange Support Engineer who will assess the nature of the Support Incident and either answer the question or schedule return communication, based on the Support Engineer's assessment of the priority of the incident (below) and the current load of open support tickets. Support Incidents are classified by the miniOrange Support Engineer into one of the following categories, listed in order of priority:

High: Bug/Error – A potential Bug or Error is preventing Customer from utilizing the Software in accordance with the Documentation.

Mid 1: Installation – Questions about Installation.

Mid 2: Training – Questions regarding Software usage and Documentation.

Low: Enhancement – Functionality not currently available within the Software.

2.3. Customer Obligations: In order for Customer to receive the Support Services Customer must:

a. Register client(s) and web server(s) with miniOrange's account representative.

b. Appoint Designated Support Contact(s) who will maintain the integrity of the Software and who will act as Customer's liaison for all technical communications with miniOrange. Name(s) of Designated Support Contact(s) must be provided to miniOrange prior to initial contact with the miniOrange Support Center. All support communications (whether by telephone or sending support email at info@miniorange.com) by Customer to miniOrange shall only be made by the Designated Support Contact(s). All information and materials provided to Customer by miniOrange pursuant to this Agreement will be routed to the Designated

Support Contact(s). Customer may change the Designated Support Contact(s) upon written notice to miniOrange.

c. Subject to Customer's applicable security requirements, provide miniOrange with access to and use of all information and system facilities determined necessary by miniOrange to provide timely Support Services pursuant to this Agreement.

d. Follow procedures and recommendations provided by the miniOrange Support Center in an effort to correct problems, including sending files and data requested by miniOrange Support.

e. To the best of its abilities, read, comprehend and follow operating instructions and procedures as specified in, but not limited to, the Documentation and other correspondence related to the Software.

f. Notify miniOrange of a potential "Bug", "Error", malfunction or other problems in accordance with miniOrange's then current problem reporting procedure. If miniOrange believes that a problem reported by Customer may not be due to a Bug or Error, miniOrange will so notify Customer.

2.4. Exclusions: miniOrange shall have no obligation to support:

a. Altered, damaged or Customer-modified Software, or any portion of the Software incorporated with or into any other software or product;

b. Any version of the Software other than the current version of the Software or immediately Previous Sequential Release;

c. Software incidents caused by Customer's negligence, abuse, misapplication or use of the Software other than as specified in the Documentation, or other problems beyond the reasonable control of miniOrange; or

d. Software installed on any hardware, operating system version or network environment that is not supported by miniOrange;

e. Questions related to modifications to the product;

3. TERM AND TERMINATION

3.1. Term: The initial term of this Agreement is one (1) year from the date of purchase, unless terminated earlier in accordance with the terms of this Agreement.

3.2. Termination: miniOrange may suspend or terminate Support Services to Customer if Customer fails to pay Support Service fees as provided in this Agreement in full and by the due date listed on Customer's invoice, or breaches any provision of this Agreement or the License Agreement, and such failure or breach is not remedied within ten (10) days after

Customer receives written notice thereof. Support Services shall automatically terminate upon termination of the License Agreement.

3.3. Reinstatement: If Support Services are terminated for any reason, Customer may reinstate or renew Support Services (at miniOrange's sole option) by paying miniOrange all applicable intermediate and reinstatement Support Services fees.

4. LIMITED WARRANTY

miniOrange warrants that Support Services will be performed with the same degree of skill and professionalism as is demonstrated by like professionals performing services of a similar nature. miniOrange shall use commercially reasonable efforts to resolve each Support Incident but miniOrange does not warrant that every Support Incident will be resolved. Fees will not be refunded if the Support Incident is not resolved.

EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTY, THE SUPPORT SERVICES ARE PROVIDED "AS IS", AND MINIORANGE MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SUPPORT SERVICES. MINIORANGE SPECIFICALLY DISCLAIMS ANY IMPLIED* WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. miniOrange disclaims any and all implied warranties except where those exclusions are prohibited by law. miniOrange customers should consult the laws of their jurisdiction for clarification.

5. LIMITATION OF LIABILITY

5.1. Direct Damages: MINIORANGE'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES WITH RESPECT TO THE SUPPORT SERVICES UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE SUPPORT SERVICES UNDER THIS AGREEMENT.

5.2. Consequential Damages: UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, SHALL MINIORANGE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY PUNITIVE OR MULTIPLE DAMAGES OR FOR DAMAGES FOR LOST PROFITS OR LOSS OF DATA, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED.

6. ADDITIONAL NOTES

6.1. High Priority Service: Support customers have the option to purchase High Priority Service for any single Incident, with the exception of enhancement requests. Upon receipt of applicable fees, miniOrange will classify Customer's issue, bug, or error as 'High' priority, move it to the front of the support queue, and accordingly expedite a solution for the bug, error, or issue. Purchase of a High Priority Service item does not guarantee that the bug, error, or issue will be resolved, though miniOrange will make every reasonable effort to resolve the incident.

6.2. Online Documentation: All users have access to miniOrange's online documentation and training videos, found at [/idp.miniorange.com/docs/](https://idp.miniorange.com/docs/). These resources contain answers to commonly asked questions and issues. miniOrange highly recommends that users access on-line documentation and training resources prior to contacting the Support Center.

6.3. Professional Services: Customers needing additional services or training that fall outside the scope of miniOrange's Support Services may purchase miniOrange professional services on an hourly or project basis (exclusions, limitations, and project minimums may apply). Please contact miniOrange Sales(sales@miniorange.com) for more information and pricing.

6.4. Software Training: Customers needing training services may purchase webinar-based miniOrange training on an hourly or daily basis (exclusions, limitations, and project minimums may apply). Please contact miniOrange sales(sales@miniorange.com) for more information and pricing.

Please contact us at info@miniorange.com in case of any questions.
