

User Agreement

This User 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.

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

1.4. "**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 .

1.5. "**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.

1.6. "**Order Form**" means an ordering document 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). Order Forms shall be subject solely to and incorporate by reference the terms of this Agreement. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement.

1.7. **“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.

1.8. **“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.

1.9. **“Statement of Work”** means a document that describes certain Professional Services purchased by a Customer under this Agreement. Each Statement of Work shall incorporate this Agreement by reference.

1.10. **“Support Services”** means the support services provided by Xecurify in accordance with Xecurify’s then-current support policy and as identified in an Order Form. 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.

1.11. “Term” has the meaning set forth in Section 11.1.

1.12. **“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.

1.13. **“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. Customers may make a reasonable number of copies of the Software in machine-readable form solely for archive or backup purposes in accordance with Customer’s standard archive or backup policies and procedures.

Use of such Software greater than the number of Identity Cubes paid, is prohibited 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, the functionality of the Service will not materially decrease. Customer agrees that its purchase of the Service or the Professional Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Xecurify with respect to future functionality or features.

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) send or store in the Service any personal health data, credit card data, personal financial data or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store infringing or unlawful material in connection with the Service; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Service; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create derivative works based on the Service, or any portion thereof; (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or (viii) 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 and an opportunity to remedy such violation or threat prior to such suspension.

3.4. **Professional Services:** Customer and Xecurify may enter into Statements of Work that describe the specific Professional Services to be performed by Xecurify. Xecurify shall 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 Order Forms or Statements 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 Order Form or Statements of Work.

4. Title and Restrictions

4.1 Title and Copyright. 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, and all copies thereof made by Customer and all compilations, 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. Customer agrees not to claim or assert title to or ownership of the Software or the Documentation. Customer will not remove or alter any copyright or proprietary notice from copies of the Software or the Documentation and copies made by or for Customer shall bear all such copyright, trade secret, trademark and any other intellectual property right notices on the original copies.

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 will not, nor allow any third party to 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 agrees 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 attached hereto and incorporates the terms of this Agreement by reference). Customers may purchase additional Software licenses and/or services by executing a follow-on Order as mutually accepted by the parties. In the event Customer does not issue a purchase order, a new Order shall be executed by Customer and Xecurify to evidence such Order. A purchase order issued by Customer shall be in writing and identify the Software being ordered, the shipping and invoicing locations, and shall be subject to acceptance by Xecurify. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

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. Thereafter, Customer shall be responsible for and bear all expenses (including taxes) related to making the permitted number of copies and distributing such copies as permitted in this Agreement. Customer will be the importer of records for the Software.

6. Price and Payment

6.1 Price: The fees for Software, Professional Services (defined above), and Support and Maintenance Services are set forth in an 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.

6.2 Payment: Customer agrees to pay Xecurify all the fees prior to the delivery of the product. Unless stated otherwise in any communications/invoice/quote or Agreement, the customer will have to pay all fees within the duration of time period mentioned in above deals. Customers will be invoiced promptly following delivery of the Software or prior to the commencement of any Support and Maintenance renewal period. All fees charged will be in U.S currency. Customers are obliged to pay all accrued charges in order to survive the expiration or termination of this Agreement.

7. 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.

8. Software Warranty and Conditions.

8.1 Product Warranty: Xecurify warrants that the Software will materially conform to the accompanying Documentation for a period of seven (7) days from the date of initial delivery. If

during the warranty period the Software does not materially conform to the Documentation, then Xecurify team will attempt to resolve any issues, if it couldn't get resolved, only then Xecurify will refund the amount given that the request has been raised within 10 working days of the purchase. Customer's exclusive remedy under this provision will be to have Xecurify, at Xecurify's expense and option, either repair, replace, or refund the amount paid by Customer for the nonconforming Software. If refunded, Customer's license in the use of the defective Software shall be terminated and the defective Software shall be returned to Xecurify. Xecurify does not warrant that the operation of the Software will be uninterrupted or error free, or that all software defects can be corrected. This warranty shall not apply if:

- (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; or
- (c) Customer has made modifications to the Software not expressly authorized in writing by Xecurify.

8.2 Warranty Disclaimer. This warranty is in lieu of all other warranties and is the only warranty granted by Xecurify with respect to the Software, Documentation or the Services. There are no other express or implied warranties or conditions, oral or written, including those of merchantability or fitness for a particular purpose, satisfactory quality, regarding this Agreement or any Software licensed hereunder.

9. Indemnification

9.1 If a third party makes a claim against the Customer that the Software infringes any patent, copyright or trademark, or misappropriates any trade secret ("Claim"), Customer shall (a) promptly notify Xecurify of the Claim, (b) give Xecurify sole control of the defence and settlement of the Claim, and (c) provide the assistance, information and authority reasonably requested by Xecurify in such defence 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.

9.2 The foregoing obligations do not apply with respect to software or portions or components thereof (i) not supplied by Xecurify, (ii) that are modified by Customer after delivery (iii) combined with other products, processes or materials where the alleged infringement relates to such combination which were unauthorised by Xecurify, (iv) where Customer continues use of the infringing Software following Xecurify's supplying a modified, amended or replacement version of the Software, or (v) where Customer's use of such Software is not strictly in accordance with this Agreement. Customer will 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.

9.3 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.

9.4 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.

10. Limitation of Liability

10.1 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.

10.2 Subject to Sections 10.1 and 10.3, 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 or otherwise, shall not exceed 125% of the fees paid or payable by the Customer during the 12 months preceding the date the claim arose.

10.3 Subject to Section 10.1, in no event shall either Party be liable to the other for any:

- (i) loss of profits;
- (ii) loss of business;
- (iii) loss of revenue;
- (iv) loss of or damage to goodwill;
- (v) loss of savings (whether anticipated or otherwise);
- (vi) loss of data; and/or
- (vii) any indirect, special or consequential loss or damage.

11. Term and Termination

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

11.2 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.

11.3 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 all copies of any of the foregoing, 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.

11.4 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.

12. General

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

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

12.7 **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.

12.8 **Data Collection and Protection:** Xecurify stores Customer business information, including business contact information (employee name, title, email, phone number, address, manager, role, etc. for the Customer personnel who interact directly with Xecurify), contract details (copies of fully executed agreements and summary details such as products and services purchased, contract effective date and renewal dates, amounts, etc.) and information about the Customer IT environment managed by the Services (Software version and related operating system, application server, web server, database, hardware specifications, etc.). Other than the foregoing, Xecurify does not require (and Customer shall not provide to Xecurify) sensitive or personal data of the Customer or any its employees or sponsors for the purposes of Xecurify providing the Services to the Customer and Xecurify shall ensure at all times that it complies with all applicable Data Protection Laws in relation to Customer Data, as required for the purposes of this Agreement. Notwithstanding the foregoing, and without prejudice to the same, in the event that Customer requires Xecurify to process data on its behalf, the parties shall put in place appropriate agreements to provide for the same and which are required and subject to the then-applicable Data Protection Laws.