PLEASE READ THIS **SOFTWARE SUBSCRIPTION AGREEMENT (ON-PREMISE)** (the "AGREEMENT") CAREFULLY BEFORE USING THE SECLORE PRODUCTS THAT YOU OBTAINED FROM SECLORE OR AN AUTHORIZED RESELLER. THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN YOUR USE OF SECLORE PRODUCTS UNLESS YOU AND SECLORE HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING YOUR USE OF THE SECLORE PRODUCTS. **BY EXECUTING A WRITTEN ORDER FORSECLORE PRODUCTS, YOU, ON BEHALF OF YOURSELF AND YOUR COMPANY, AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE SECLORE PRODUCTS.**

This Agreement is entered into by and between Seclore and you, on behalf of yourself and your company (collectively, "**Customer**"); each a "Party" and collectively the "Parties."

Now, therefore, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**
   a. **Account** means a license for a User to use Software during the subscription term. An Account is specific to an individual and may not be shared among or used by different individuals, however Customer may transfer an Account to another User.
   b. **Affiliate** means any corporation or other business entity, now or hereafter existing, that controls, or is controlled by, or is under common control with a Party, and "Control" means ownership, directly or indirectly of 50% or more of the voting interest of the Party.
   c. **Authorized Reseller** means any of Seclore's authorized resellers or other business partners.
   d. **Confidential Information** means all information disclosed by one Party to the other which: (a) is marked as "Confidential" or with a comparable legend if disclosed in written, graphic, machine readable or other tangible form, (b) by the nature of the information and the circumstances of the disclosure would normally be considered confidential, or (c) is designated as confidential or proprietary at the time of disclosure and confirmed in writing to the receiving Party within thirty calendar days after disclosure. Confidential Information includes the Software, Documentation, Software specifications, roadmaps.
   e. **Document Recipient** means an external recipient of a secured document sent by a User.
   f. **Documentation** means the files integrated into the Software under the "Help" menu delivered as part of the Software download package
   g. **Effective Date** means the date on which Customer accepts the terms of this Agreement.
   h. **Intellectual Property Rights** means all intellectual property rights, including, without limitation, patents, copyrights, trademarks, service marks, trade secrets, rights of confidence, moral rights, topography rights, database rights, utility models, and rights in designs, in all cases whether or not registered or registerable in any country, and including the right to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these, anywhere in the world.
   i. **Order Form** means a Customer document (or, if Customer is purchasing the Software subscription through an Authorised Reseller, such Authorised Reseller's purchase order) which has been accepted by Seclore in writing (which may be via e-mail), and which identifies the subscription term, Software, and if applicable, NREs(as defined below), to be provided hereunder.
   j. **Seclore** means (i) Seclore Inc., if Customer has purchased Software subscription in United States; (ii) Seclore Technology Private Limited, if Customer purchased Software subscription in India; (iii) Seclore Technologies FZ LLC, if Customer has purchased Software subscription in United Arab Emirates (UAE); (iv) Seclore GmbH, if Customer has purchased Software subscription in Germany; and (v) Seclore Technology Private Limited, if Customer has purchased Software subscription in any other country other than United States, India, UAE or Germany.

k. **Software** means the binary-code version of Seclore's proprietary Information Rights Management software and Software components more particularly set forth in the applicable Order Form, its Documentation, and (subject to the payment of applicable Support Services fees) Updates to the same, made generally available to Seclore's licensees. Each Order sets forth the Software components that Seclore has licensed to Customer under that Order Form.

l. **Support Services** means the maintenance and support services for the Software more particularly described in Exhibit A hereto.

m. **Update** means any release of the Software or patch thereto containing improvements, new functionality, error corrections, or bug fixes made generally available to Seclore's licensees.

n. **User** means an employee, contingent worker, or internal subcontractor of Customer legally obligated to comply with this Agreement, and who is given a unique user identification and authorized to secure and/or access secured documents using the Software during the subscription term.

o. **Seclore Agent** means the software application used by Users and Document Recipients to protect documents and share said protected documents, as applicable, and which may be downloaded as a desktop or mobile application from Apple App Store or Google Play Store. Seclore Agent is licensed under the terms of a click-wrap agreement that requires acceptance prior to use.

2. **SOFTWARE LICENSE AND RESTRICTIONS**

a. **License Grant.** During the subscription term (as set forth in the applicable Order Form) and subject to the terms and conditions of this Agreement, including, without limitation, payment of all applicable fees, Seclore grants to Customer a limited, revocable, worldwide, non-exclusive, non-transferable, non-sublicensable license: (i) to permit the number of Users set forth on the applicable Order Form, to use the applicable Software component; (ii) to copy, install and use the quantity and type of Software set forth on the applicable Order Form (each connector license allows for one instantiation of the connector); and (iii) for each selected Software Development Kit ("SDK"), to copy, install and use such SDK, solely for the purpose of integrating one software application with the Software. If during a subscription term, Customer is found to have more Users than Customer has purchased Accounts for, Customer shall immediately pay applicable fees for such additional Users (it shall be deemed that such unreported Users have had access during the full subscription term).

b. **Restrictions.** Customer shall not, directly or indirectly: (a) sublicense, sell, resell, rent, lend, lease, distribute externally or otherwise transfer rights or usage in the Software; (b) provide the Software on a timesharing, service bureau, hosted, service provider or other similar basis; (c) remove or alter any copyright, trademark or proprietary notice in or on the Software; (d) study the Software for the purposes of developing a product which is similar to or competitive with the Software; (e) modify, translate or create any derivative works based on the Software; (f) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that Customer runs (or has run) on the Software; or (g) reverse engineer, decompile, disassemble, or otherwise attempt to reconstruct the source code of the Software. Customer hereby acknowledges and agrees that to the extent it requires interface information for the Software for interoperability purposes, it shall request Seclore make such information available as required by applicable law.

c. **Acquisition of Third-Party Products and Services.** From time to time, Seclore utilizes several third-party products, vendors and libraries and may recommend products or services for Customer to purchase or license from a third party outside of this Agreement ("Third- Party Applications"). Acquisition by Customer of any Third-Party Applications, and any exchange of data between Customer and any Third-Party Application provider, is solely between the Customer and application Third-Party Application provider. The Customer's use of Third-Party Applications is limited to Customer's own personal, non – transferable and non-exclusive purposes. Customer shall not distribute or resell the Third-Party Application to any third-party. Seclore does not warrant or support third party products or services, including without limitation, Third Party Applications,

whether or not they are designated by Seclore as "approved", 'compatible" or otherwise and such Third-Party Applications are provided "as is". No purchase of third-party products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection. Any access to and use of such Third-Party Applications is not governed by these terms, but instead shall be governed by the policies of those Third-Party Applications. Seclore shall not be responsible for the information practices of such Third-Party Applications.

d. **Open Source.** Customer acknowledges that the components of the Software are, and elements of the Software may be, provided pursuant to various open source licenses, and Customer's use of such components shall be governed solely by (and nothing herein shall limit any of Customer's rights under) the applicable open source licenses. If you wish to obtain a copy of the source code used in the Software, please write to support@seclore.com and/or write to Plot No 07 & 08, Excom House, Off Saki Vihar road, Sakinaka, Andheri (East) Mumbai 400072.

3. **PROPRIETARY RIGHTS; AFFILIATES**

a. **Intellectual Property Rights.** All rights not expressly granted to Customer are reserved by Seclore. Title to and ownership of all copies of the Software, whether in machine-readable (source, object code or other format) or printed form, and all related technical know-how, and all rights therein (including without limitation all Intellectual Property Rights applicable thereto), belong to Seclore and shall remain the exclusive property thereof.

b. **Ownership of Inventions, Suggestions.** All works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information conceived, discovered, developed or otherwise made by Seclore, solely or in collaboration with Customer, its Affiliates, and/or any third parties relating in any way to the Software, shall be the sole and exclusive property of Seclore. Customer hereby grants Seclore an irrevocable, royalty- free, unlimited, transferable, worldwide right and license to use, copy, modify, distribute, and make derivative works from any ideas, feedback, suggestions, enhancements, and/or recommendations provided by Customer or its Affiliates relating to the Software, provided Seclore does not disclose Customer Confidential Information, or personally identifiable information or personal data of Users and that Customer is not identified by Seclore as the provider of any feedback. Any suggestions or feedback are provided "As Is" without any warranty.

c. **Affiliates.** Where, in accordance with the terms of the Order Form, Seclore extends the Software license to the Customer's Affiliate(s), said Affiliate(s) shall have the same usage rights as are granted to Customer, but only during such time as any such entity is an Affiliate of Customer. Customer shall be liable for the acts and omissions of its Affiliates. Any breach of this Agreement by an Affiliate of Customer shall entitle Seclore to terminate this Agreement in accordance with the terms of Section 11(d) (Termination Rights) as if Customer were the party in breach. Any termination of this Agreement shall be effective in respect to Customer and all of its Affiliates.

4. **SUPPORT; NON-RECURRING ENGINEERING SERVICES.**

a. **Support Services.** During a subscription term, Seclore shall provide Customer with Support Services in accordance with the Support Services plan purchased by Customer, as specified on the applicable Order Form. If the Support Services plan is not identified on the applicable Order Form, Customer shall receive the Standard Support Services. For the purpose of this Agreement, Standard Support Services means the standard Support Services provided by Seclore and identified in Exhibit A, (Summary of Support Services by Plan Type (Service Window)).

b. **Non-recurring Engineering.** Seclore shall provide the one-time, non-recurring (professional) engineering services ("Non-Recurring Services/ NRE") specified in each statement of work. Customer agrees to provide

reasonable cooperation for the Non-Recurring Services, including, without limitation, (i) performing the tasks Customer is responsible for performing in a timely manner, (ii) providing Seclore with the information and cooperation Seclore needs to perform in a timely manner, and (iii) to the extent needed, providing access to Customer's premises or to Customer's software, as required to enable Seclore to perform the NREs. Except for Customer Confidential Information, Seclore will own all other right, title and interest in and to all NRE work product and related deliverables, including, without limitation, all intellectual property rights therein. While on site at Customer's premises, Seclore shall comply with Customer's policies for which Seclore has been made aware in writing.

5. **FEES AND PAYMENT**

   a. Unless Customer has purchased the Software subscription through an Authorized Reseller (in which case Customer shall pay applicable fees to such Authorized Reseller pursuant to a separate agreement between Customer and such Authorized Reseller) Customer hereby acknowledges and agrees as follows:

      i. **Fees.** All fees due hereunder are (a) fixed during the subscription term; (b) invoiced upon delivery in accordance with FAR.

      ii. **Taxes.** Seclore shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

   b. **Audit Rights.** Upon Seclore's written request, Customer shall provide Seclore with a report generated by the Software which establishes the number of Users that have, or have had, access to the Software. In addition, Seclore shall have the right at its expense to audit, or have an independent, certified public accountant reasonably acceptable to Customer, audit Customer's records and books of account related to the Software for the sole purpose of verifying compliance with the terms of this Agreement; provided, that (a) Customer is provided at least 10 business days advance written notice of Seclore's intention to audit, and (b) the audit is conducted during normal business hours. The foregoing right may not be exercised more than once for any calendar year; provided, however, that in the event a discrepancy of 5% or more is revealed in any particular audit, Seclore shall have the right to re-audit within 6 months. If the audit reveals Customer has more Users than Customer has purchased accounts for, Customer shall immediately pay the applicable Fees for such additional Users (it shall be deemed that such unreported Users have had access during the full subscription term).

6. **CONFIDENTIALITY**

   a. **Obligation.** Seclore and Customer agree that for a period of 5 years after last receipt of the other Party's Confidential Information, it will (i) use the other Party's Confidential Information only in connection with fulfilling its rights and obligations under this Agreement and (ii) hold the other Party's Confidential Information in strict confidence and exercise due care with respect to its handling and protection, consistent with its own policies concerning protection of its own Confidential Information of like importance but in no instance with less than reasonable care, such due care shall include without limitation, ensuring its employees, professional advisors and contractors are legally bound by confidentially obligations that are consistent with the terms and conditions of this Agreement and no less protective of each Party's Intellectual Property Rights as set forth herein, before allowing such parties to have access to the Confidential Information of the other Party.

   b. **Exceptions to Obligation.** Notwithstanding Section 6(a) (Obligation), either Party may disclose Confidential Information to the extent required by law, provided the other Party uses commercially reasonable efforts to give the Party owning the Confidential Information sufficient notice of such required disclosure to allow the Party owning the Confidential Information reasonable opportunity to object to and to take legal action to

prevent such disclosure. Seclore recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7. **PRIVACY; DATA PROTECTION.** Wherever it is applicable, the parties shall comply with the terms of the Data Protection Addendum set out in Exhibit B hereto.

8. **WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**
   a. **General Warranties.** Each Party warrants that it has the legal power and authority to enter into and perform under this Agreement.

   b. **Seclore Warranties.** Seclore warrants for the sole benefit of Customer that during the applicable subscription term, the Software shall perform materially in accordance with the Documentation. The foregoing warranty shall not apply to any error or failure resulting from: (i) machine error; (ii) Customer's failure to follow any reasonable instructions of Seclore; (iii) Customer having used the Software outside the terms and conditions of this Agreement or its intended purpose; (iv) Customer's negligence or accident; (v) modification of the Software by anyone other than Seclore; or (vi) Customer's failure to use the latest version of the Software, or Users' and/or Document Recipient's failure to use latest version of the Seclore Agent. For breach of a warranty set forth in Section 8(b), as Customer's exclusive remedy and Seclore's sole liability, Seclore shall correct non-confirming Software at no additional charge to Customer, by providing Support Services as set forth in Exhibit A. In the event Seclore is unable to correct such deficiencies within 180 days by way of providing Support Services, Customer may, as its sole and exclusive remedy for a breach of warranty set forth in Section this 8(b), terminate this Agreement in accordance with Section 11(c)(Termination Rights) and if applicable, obtain refund in accordance with Section 11(d)(Refund or Payment upon Termination). To receive the foregoing remedy, Customer must promptly, and in any event no later than 5 business days of discovering a breach, provide written notification of such breach to Seclore (a "Breach Notification"). Each Breach Notification shall contain a description in sufficient detail to allow Seclore to reproduce the Breach and any further information reasonably requested by Seclore.

   c. **Disclaimer.** EXCEPT AS SET FORTH IN SECTION 8(b) (SECLORE WARRANTIES), THE SOFTWARE LICENSED HEREUNDER IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. SECLORE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT.

9. **INDEMNITY.**
   a. **Intellectual Property Indemnification.** In the event of a suit against Customer for use of the Software in accordance with the terms and conditions of this Agreement based upon a claim that the Software infringes any valid patent, trademark or copyright, or has been developed as a result of a misappropriation of any trade secret and subject to the limitations set forth in Section 10 (Limitation of Liability), Seclore shall have the right to intervene to defend and indemnify Customer and pay costs and damages finally awarded in any such suit or agreed in any settlement provided that, Seclore is promptly notified in writing of such claim and provided, further, that as a condition precedent to its indemnification obligation Seclore shall have the exclusive right to control such defence or settlement, and Customer shall provide reasonable assistance (at Seclore's expense) in the defence of same. Customer may retain counsel, at its expense, to participate in the defence and settlement of any such claim. In no event shall Customer settle any claim, lawsuit or proceeding or make any admission of liability without Seclore's prior written approval. The foregoing indemnity obligation shall not extend to any claims of infringement arising out of or related to: (i) use of a version of the Software other than the then-current version, if infringement would have been avoided by the use of the

then current version of the Software; (ii) modification of the Software by anyone other than Seclore, or was undertaken at the request of, or direction of, the Customer; (iii) combination, operation or use of the Software with any other products not supplied by Seclore, where such combination is the cause of such infringement; (iv) any claim for damages arising after Seclore's notice to Customer that Customer should cease use of Software; (v)Failure of Customer to use upgraded or modified Software provided by Seclore to avoid infringement; (vi) Customer's use of Software in a manner that does not comply with this Agreement, or is not authorized by Seclore. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

b. **Obligation to Correct Software.** Upon notice of an alleged infringement of the Software or if in Seclore's reasonable opinion such a claim is likely, Seclore shall, at its sole option, obtain for Customer the right to continue use of the Software, substitute the Software with similar operating capabilities, or modify the Software so it is no longer infringing. In the event the foregoing options are not commercially practicable, Seclore shall terminate Customer's User subscriptions for such Software upon 15 days' written notice and refund to Customer any unused portion of any pre-paid Fees for the Software or the affected part thereof.

c. THIS SECTION 9 STATES THE ENTIRE LIABILITY OF SECLORE AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE.

10. **LIMITATION OF LIABILITY.**
    a. **Limitation on All Damages.** IN NO EVENT SHALL SECLORE'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE FEES PAID FOR USE OF THE SOFTWARE IN THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE DISPUTE.

    b. **Disclaimer of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ANY LOST PROFITS, REVENUE, OR DATA, INTERRUPTION OF BUSINESS OR FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SOFTWARE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. **TERM AND TERMINATION**
    a. **Term of Agreement.** This Agreement commences on the Effective Date and continues in force until terminated in accordance with this Section 11.

    b. **Subscription term.** User subscriptions commence on the start date specified in the applicable Order Form and unless otherwise specified therein, shall continue for a period of 1 year. If the start date is not identified in applicable Order Form, User subscription term shall be 1 year, commencing on the applicable Order Form date. The expiration or termination for any reason of any individual Order Form shall not result in a termination of this Agreement but shall result only in termination of the applicable Order Form. The provisions of this Agreement relating to the effects of termination shall apply to each Order Form as an independent contract.

    c. **Termination Rights.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Seclore shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action

arising under the Agreement, and comply with any decision of the Contracting Officer.

d. **Refund or Payment upon Termination.** Upon any termination, Seclore shall refund to Customer the unused portion of any pre-paid fees covering the remainder of the subscription term of all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Seclore for the period prior to the effective date of termination.

e. **Effect of termination; Surviving Provisions.** Customer shall take appropriate steps to un-protect protected documents prior to termination of the subscription term as the Software will not function thereafter. Upon termination of the Agreement as a whole or upon the written request of a Party, each Party shall, at the disclosing Party's option, immediately return or destroy the other Party's Confidential Information received hereunder in its possession or under its control. Customer's obligation to make payment of any unpaid fees and the terms of Sections 2(b) (Restrictions), 3(a) (Intellectual Property Rights), 3(b) (Ownership of Inventions, Suggestions), 5 (Fees and Payment), 6 (Confidentiality), 10 (Limitation of Liability), 11(d) (Refund or Payment upon Termination), 11(e) (Effect of Termination; Surviving Provisions) and 12 (General) shall survive termination or expiration of this Agreement.

12. **GENERAL**
    a. **Notice to Customers based in the United States.**
       i. **U.S. Export Compliance.** If the Customer has purchased Software subscription in United States, Customer acknowledges that the Software is subject to U.S. export control laws, including U.S. Export Administration Act and its associated regulations. Customer agrees to comply with all laws and regulations of the United States to assure that neither the Software, nor any direct products thereof are (A) exported directly or indirectly, in violation of such laws, either to any countries that are subject to U.S. export restrictions or to any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. Government; or (B) intended to be used for any purpose prohibited by U.S. export laws, including, without limitation, nuclear, chemical, or biological weapons proliferation Each Party represents that it is not named on any U.S. government denied party list. Customer shall not permit Users to use the Software in a U.S.-embargoed country (currently Crimea - region of Ukraine) Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

       ii. **Federal Government End Use Provisions.** If the Customer has purchased the Software subscription in United States, Customer acknowledges that the Software consists of "commercial computer software" and "commercial computer software documentation" as such terms are defined in the Code of Federal Regulations. No Government procurement regulations or contract clauses or provisions shall be deemed a part of any transaction between the Parties unless its inclusion is required by law, or mutually agreed in writing by the Parties in connection with a specific transaction. Use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the terms of this Agreement.

    b. **Publicity.** In addition, either Party may include the other's name in customer or vendor lists on such Party's website and marketing collateral to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Customer also agrees to:

       (a) serve as a reference or host onsite reference visits; (b) collaborate on press releases announcing or promoting the relationship; and (c) collaborate on case studies or other marketing collateral.

    c. **Compliance with Laws.** The Software is subject to export control laws. Customer agrees to comply fully with all export and import laws and regulations of the jurisdiction in which it resides ("Export Laws") to ensure that neither the Software, nor any direct products thereof are: (a) exported directly or indirectly, in violation of Export Laws, either to any country that is subject to export restrictions, or to any end user who has been prohibited from participating in export transactions by any government agency, or (b) intended to be used
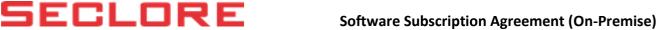
for any purpose prohibited by Export Laws, including without limitation, nuclear, chemical or biological weapons proliferation.

d. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

e. **Notices.** Any notices required under this Agreement shall be given in writing, shall reference this Agreement, and shall be deemed to have been delivered and given: (a) when delivered personally; (b) 3 business days after having been sent by registered or certified mail, return receipt requested; or (c) 1 business day after deposit with a commercial overnight courier, with written verification of receipt. Notices to Seclore shall be sent to the address listed on the Seclore's website (Seclore's website is currently located at www.seclore.com) and shall be addressed to the "Legal Department". Notices to Customer shall be sent to the address provided in Order Form, and where applicable to the e-mail ID provided by Customer.

f. **Force Majeure.** In accordance with GSAR Clause 552.212-4(f), Except for any payments due hereunder, neither Party shall be responsible for delay or failure in performance caused by any government act, law, regulation, order or decree, by communication line or power failures beyond its reasonable control, or by pandemics, fire, flood or other natural disasters or by other causes beyond its reasonable control, nor shall any such delay or failure be considered to be a breach of this Agreement.

g. **Amendment, Waiver.** Seclore reserves the right to modify, update, or change the terms of this Agreement at any time by notifying the Customer through the email address provided by the Customer under this Agreement. The amended Agreement shall become effective immediately upon such notice. The Customer's continued use of the Services after the effective date of any such modifications constitutes its acceptance of the revised Agreement. Upon acceptance of an order by Seclore (which may be by e-mail), the order shall become a non-cancellable Order Form. The Order Form shall constitute an amendment to this Agreement, provided, that the Order Form is in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the only operative terms in an Order Form shall be: (i) the identification of the Software, (ii) the subscription term, and the number of Users, (iii) the Affiliates that will be using the Software, if any, and (iii) a calculation of the fees due therefor. A waiver on one occasion shall not be construed as a waiver of any right on any future occasion. No delay or omission by a Party in exercising any of its rights hereunder shall operate as a waiver of such rights.

h. **Reporting.** Customer acknowledges and agrees that the Software transmits anonymous, aggregated data regarding product usage to Seclore, solely for audit purposes and improving usage of the Software.

i. **Provision Severability.** In the event that it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the Parties, while the remainder of this Agreement shall remain in full force and effect and bind the Parties according to its terms. To the extent any provision cannot be enforced in accordance with the stated intentions of the Parties, such terms and conditions shall be deemed not to be a part of this Agreement.

j. **Assignment.** This Agreement is not assignable or delegable by Customer (including, without limitation, by merger, operation of law, or through the transfer of all or substantially all of the equity, assets, or business of Customer), in whole or in part, without the prior written consent of Seclore. This Section shall not be construed as limiting Seclore's right to use subcontractors and its Affiliates to carry out any of its obligations under this Agreement, provided that Seclore shall remain liable for any such services provided by a subcontractor or Affiliate. Any assignment not in conformity with this section shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

k. **Governing Law; Jurisdiction**
This Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance, validity or termination) will be governed by and construed in accordance with the Federal laws of the United States. Without

prejudice to any other rights or remedies that We may have, You acknowledge and agree that damages alone would not be an adequate remedy for any breach of clauses 1, 2, 4 and/or the Product Specific Terms by You. Accordingly, We shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded from this Agreement.

l. **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

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Exhibit A
Seclore Rights Management Support Services and SLA

Seclore will provide Support Services in accordance with the following terms and conditions.

A. **SUMMARY OF SUPPORT SERVICES BY PLAN TYPE (SERVICE WINDOW)**

Support Offerings	Standard	Gold
Upgrades / Bug Fixes (Maintenance Releases)	YES	YES
Web Support through support.seclore.com	* 8 x 5	24 x 7
Email Support	* 8 x 5	24 x 7
Phone Support	* 8 x 5	24 x 7
Designated Support Contacts **	2	6
Priority Case Routing	Not included	Included
Accelerated SLAs	Not included	Included
Business Reviews & Strategic Planning	Not included	Included

* Business hours are defined as 9:00 AM to 5:00 PM IST, excluding local holidays and weekends.
** Designated Support Contacts: Designated Support contacts are named persons in the Customer's organization who are authorized to submit tickets to Seclore Support and to work directly with Seclore's support team. Only Designated Support Contacts (as defined in Section D below) may submit tickets as well as receive status information with respect to Support Services.

B. **UPGRADES**
    1. Seclore Product upgrades will be available for the customer and the customer would need to raise a request with the "Seclore Support" to schedule the upgrade.
    2. Seclore Agents are installed and maintained by Customer team, and over-the-air upgrades will be pushed automatically through the deployed Policy Server.

C. **END-USER SUPPORT**
    1. **Support Levels**

Level 1 Support	• Provided by customer local IT helpdesk
Level 2 Suport	• Provided by Application support team of Seclore
Level 3 Support	• Provided by Support seniors/specialist of Seclore
Product support	• Provided by product support group of Seclore
Development support	• Provided by the product development team of Seclore

2. Customer's local IT helpdesk ("*Helpdesk*") shall be responsible for providing Level 1 Support to Users. Training videos and knowledge bank to provide Level 1 Support will be available on Seclore Portal at adoption.seclore.com. The following terms outline Customer's Helpdesk responsibilities:

   i. The Helpdesk will troubleshoot the incident and attempt to provide a resolution to the user.

   ii. In the event the Helpdesk is unable to provide a resolution, a Designated Support Contact shall raise a ticket to Seclore's support team by using any of the following options:

      a. Email, by sending an email to support@seclore.com. Every email will be converted into a ticket and an acknowledgment with the ticket number will be sent to the Designated Support Contact; or

      b. Chat, by initiating a chat with Seclore support engineers using the live chat option in the Seclore Support portal at (https://support.seclore.com); or

      c. Log a ticket, by visiting Seclore's support portal, (https://support.seclore.com)

   iii. In order for Seclore's support team to resolve the incident, the Helpdesk will document the incident and provide the following details to Seclore's support team:

      a. an accurate and complete description of the incident, and

      b. prioritization of the incident according to Service Priority Definitions set forth in Table A below.

      c. The Helpdesk shall ensure that it captures enough information to allow Seclore to reliably reproduce the error which is the basis for the incident.

D. DESIGNATED SUPPORT CONTACTS:

1. Customer shall identify Designated Support Contact(s) and provide Seclore with the following details of such Designated Support Contact(s) :

   i. Name
   ii. Designation
   iii. Email ID
   iv. Contact Number

2. Unless otherwise requested by Customer in writing, Seclore will only communicate with Customer's Designated Support Contacts with respect to the resolution of support incidents. The Designated Support Contact(s) shall be responsible for providing additional information or remote sessions, as requested by Seclore, to enable Seclore's support term to troubleshoot the incident.

3. The number of Designated Support Contacts that the Customer may appoint is dependent on the level of Support Services the Customer has elected. A Designated Support Contact may be changed upon reasonable written notice to Seclore.

E. SERVICE LEVEL COMMITMENTS:
Seclore will respond to tickets based on the Service Priority as defined by Seclore in accordance with Table A below and respond to Customer in accordance with Table B below. Escalation is from the

Helpdesk to Seclore's 2nd level support team.

Table A
Service Priority Definitions

Service Priority	Description
Priority 1 (Critical business impact)	**Definition:** Priority 1 indicates that the Customer is unable to use the Software, resulting in a critical impact on business operations. This condition requires immediate resolution. **Priority 1 Pre-requisite** – A Priority 1 issue has a crippling effect on a Customer's business. i.e., the Seclore Policy Server is down **Key Deliverables** – Priority 1 resolution involves reacting to the Customer's emergency by immediately providing an appropriate resource ("Analyst"). Unless another agreement is in place, Priority 1 issues will be serviced on a continual effort basis until the Priority 1 condition has been resolved. Resolution of Priority 1 conditions may include temporary relief, enabling the Customer's business to operate until a more comprehensive solution is provided. Priority 1 resolution shall be subject to the following conditions: • The Software, and the Customer, are eligible for Support Services • Affected functions of the Software must have already been successfully tested by Customer in User Acceptance Testing (UAT) and were also working successfully in past. • Customer is available, as and when required and on a 24/7 basis, to actively collaborate with the Analyst and provide any information reasonably requested by the Analyst. • Access to Customer's systems or information about Customer's systems is available to the Analyst as and when requested, and on a 24/7 basis. • Once an alternative solution or workaround is provided, the Service Priority level will be lowered by Seclore at its discretion. **Examples of Priority 1 cases:** • Seclore product deployed in a customer environment has failed and Multiple Users are unable to access the protected files • File is unrecoverable, corrupt, or lost • Performance of the servers has degraded to an unusable level **Examples of cases that are not classified as Priority 1:** • Backend database is operational following a one–time outage; root cause analysis is required • New feature Request or customization
Priority 2 (Significant business impact)	**Definition** - Priority 2 indicates the Software is usable but severely limited. **Priority 2 Pre-requisites:** • Software, or a part thereof, is returning an error or not responding • Degraded performance is negatively impacting business operations, but an acceptable workaround exists.

	• Once an alternative solution or workaround is provided, the Service Priority level will be lowered by Seclore at its discretion • Affected Product functions must have already been successfully tested during User Acceptance Testing and were also working successfully in past. **Key Deliverables** – Priority 2 issues will be resolved during normal business hours unless otherwise agreed in writing, and until the Priority 2 condition has been resolved. Priority 2 service delivery shall be subject to the following conditions: • Customer is available during normal business hours to collaborate with the Analyst. and provide any information reasonably requested by the Analyst. • Access to Customer's systems or information about Customer's systems is available to the Analyst as and when requested, during normal business hours. **Examples of Priority 2 case:** • Files are taking more time to open than usual • Customer can't access the Policy Server Portal. • Users can access Software, but access is slow, sometimes resulting in "page not found" messages or protected files not opening
Priority 3 (Limited business impact)	**Definition** – Priority 3 indicates the Software is usable, but some features (which are not critical to operations) are unavailable. **Priority 3 Pre-Requisites:** • Issue is specific to one or a few Users • Non-critical bug is affecting the functioning of certain features • The customer can access all Files **Key Deliverables** – Priority 3 issues will be worked on during normal business hours until the Priority 3 condition has been resolved. Priority 3 service delivery shall be subject to the following conditions: • Customer is available during normal business hours to collaborate with the Analyst. and provide any information reasonably requested by the Analyst. • Access to Customer's systems or information about Customer's systems is available to the Analyst as and when requested, during normal business hours. **Examples of Priority 3 case:** • Questions about how to use the features or functionality • Feature Enhancement Request. • Usable performance degradation

Table B
Service Goals and levels by Plan

Response time shall be defined as the time elapsed between an issue being reported (ticket opened) and the issue is assigned to an engineer & worked.

Priority	Initial Incident Targeted Response	
	Standard	**Gold**
P1 (High)	2 Business Hours	2 Hours
P2 (Normal)	8 Business Hours	4 Business Hours
P3 (Low)	3 Business Days	1 Business Days

F. OUT OF SCOPE
   1. The following activities are outside the scope of Seclore Support Services:
      i. Maintenance and Support of the underlying infrastructure in the Customer's environment or any third-party products or platform procured by the Customer on which any Seclore component is installed or integrated with.
      ii. Resolution of issues arising due to problems in the Customer's underlying infrastructure e.g., database issues, network connectivity issues, data loss due to lack of availability of backed-up data, patching operating systems, physical machines, and hardware failure of the servers on which Seclore is installed etc
      iii. Issues arising due to incompatibility with third-party software which is not explicitly supported by Seclore will not be governed by the response timelines mentioned.

   2. The following activities are not part of Support Services unless explicitly agreed in the Order Form. Such activities will be initiated only as per availability of resources and may be subject to additional charges, such charges to be mutually agreed in writing between Customer and Seclore:
      i. Request for re-training and provision of custom documentation.
      ii. Request for resolving issues that arise due to improper installation by the customer's I.T team, failure to incorporate all upgrades, unauthorized/attempted modification, or alteration not performed by Seclore Support.
      iii. Onsite Support.

G. Sunset Provisions -
   1. As per Seclore's standard Product Life Cycle Policy, all Seclore provided components that are more than 1 year old are automatically unsupported. This includes all Seclore agents that are installed on end-user devices and also server-side components like the Policy Server, Enterprise Application connectors, APIs and SDKs. Please visit Product Life Cycle Policy for more information.
   2. Where the Software requires a third-party product to operate (such as an operating system) or where the Software interoperates with a Third-party product (such as a Windows Office component) (collectively, "***Third Party Products***") and the Third-Party Product vendor withdraws generally available support for such product, then Seclore shall no longer support such Third-Party Product.

_____END OF PAGE _____

Exhibit B

Controller-Processor Data Protection Addendum ("Addendum")

1.   Definitions and interpretation:

"Agreement"	means the Agreement to which this Addendum is appended;
"Affiliate"	has the meaning set out in the Agreement
"Customer"	has the meaning set out in the Agreement;
"Data Controller"	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. For the purposes of this Addendum, the Data Controller shall be Customer;
"Data Processor"	means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller. For the purposes of this Addendum, the Data Processor shall be Seclore and any other third parties which to which Processing was delegated by the Seclore;

"Data Protection Legislation"	means (i) the GDPR, as defined below, and the e-Privacy Directive (2002/58/EC); (ii) any applicable laws and/or regulations implementing the above legislation ; (iii) all other applicable laws and regulations relating to the Processing of Personal Data and privacy; and (iv) the guidance and codes of practice issued by a relevant regulator;
"Data Subject"	means the Identified or Identifiable Natural Person to whom Personal Data relates;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
"Identified or Identifiable Natural Person"	means a natural person (individual) who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person;
"Personal Data"	means any information relating to an Identified or Identifiable Natural Person and, for the purpose of the Agreement, this term includes (without limitation) any Personal Data accessed, Processed or transferred by Seclore as a result of entering into or performing its obligations under the Agreement and any associated documents;
"Process", "Processed" or "Processing"	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Unless otherwise defined above, all capitalized terms used in this Addendum will have the meaning given to them under the Agreement. The terms and conditions of this Addendum shall, in the event of conflict or inconsistency, with any other privacy-related documents, including privacy policies or privacy notices, take precedent over such documents. This Addendum shall be fully incorporated in the Agreement and the terms of the Agreement shall apply to this Addendum. If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

1.   **General provisions:**

1.1   Each party will fully comply with all of its obligations under the Data Protection Legislation.

1.2   When Processing Personal Data, Seclore will act only in accordance with the lawful and documented instructions of Customer.

1.3   Seclore will take appropriate technical and organizational security measures against the accidental or unlawful Processing of Personal Data and against the accidental or unlawful loss, destruction, alteration, unauthorized disclosure of, or access to, Personal Data. Seclore shall ensure that such measures shall, having regard to the state of technological development and cost of implementation, provide a level of security appropriate to (i) the harm that might result from the events as mentioned in the first sentence of this clause 1.3 and (ii) the nature of the Personal Data to be Processed.

1.4   Seclore shall:

1.4.1   Process Personal Data only as necessary in the provision of any services as required pursuant to the Agreement;

1.4.2   taking into account the nature of the processing, provide Customer with such co-operation,

assistance and information as it may reasonably request to comply with its obligations under the Data Protection Legislation, including to respond to requests for exercising the data subject's right ;

1.4.3 assist Customer in ensuring compliance with integrity, security and privacy impact assessment obligations taking into account the nature of processing and the information available to the processor;

1.4.4 make available to Customer all information and documentation necessary to demonstrate compliance with Seclore's obligations under the Agreement in relation to Personal Data, and allow for and contribute to due diligence and audits, including inspections, conducted by Customer or another auditor mandated by Customer. Such audits may be conducted at reasonable intervals (*i.e.*, no more than once per year), with a prior notice of at least thirty (30) days. Customer shall bear the costs of such audits.

1.4.5 ensure that (i) Personal Data is accessible only to personnel who need to have access to it in order to carry out their roles in the performance of Seclore's obligations under the Agreement; (ii) all such persons are subject to contractual obligations of confidentiality in respect of such Personal Data; and (iii) all such persons have been appropriately trained in the requirements of Data Protection Legislation;

1.4.6 ensure that, where Seclore engages another Data Processor to carry out Processing activities, the same data protection obligations as set out in the Agreement are imposed on that other Data Processor by way of a contract or other legal act, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the Agreement.

1.4.7 Unless expressly prohibited by laws, court orders or regulatory requirements, notify Customer, without undue delay, of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

2. Information to be provided to Customer

Upon Customer's good-faith request, Seclore shall provide the following information to Customer in the format and using the support chosen or habitually and reasonably used by Seclore, including the Seclore's website:

a. the period for which the Personal Data will be stored and the time limits for erasure of the different categories of data;

b. whether and how Seclore can provide Data Subjects access to the Personal Data upon Customer's request;

c. whether and how Seclore can rectify or restrict the Processing of Personal Data upon Customer's request, in accordance with Clause 3 below;

d. whether and how Seclore can erase Personal Data upon Customer's request, in accordance with Clause 4 below;

e. whether and how Seclore can ensure data portability upon Customer's request, in accordance with Clause 4 below;

f. a description of the categories of Personal Data accessed, Processed or transferred;

g. the categories of recipients to whom the Personal Data have been or will be disclosed including recipients in third countries or international organizations;

h. the contact details of Seclore's representative, and the data protection officer or equivalent;

i. a description of the technical and organizational security measures taken pursuant to clause 1.3 of this Addendum; and

j. the specific locations at which Personal Data is Processed.

The above-listed information is currently available in the privacy notice on Seclore's website www.seclore.com.

3. Data rectification and restriction of processing

3.1. Upon noticing or request by Customer, Seclore shall carry out the rectification of inaccurate Personal Data or the completion of incomplete Personal Data.

3.2. Customer may, by written instruction to Seclore, specify circumstances in which Seclore is to carry out rectification of inaccurate Personal Data or complete incomplete Personal Data at the request of a Data

Subject. Seclore shall comply with any such instruction unless and until that instruction is rescinded or varied by subsequent written notice from Customer.

3.3.   Upon request by Customer, Seclore shall, without, undue delay, restrict the scope of Processing of Personal Data in accordance with Customer's instructions, which shall meet the conditions set out in Article 18 of the GDPR, and shall inform Customer of such changes.

3.4.   In the event that Customer has the reasonable possibility to perform the obligations set out in Clauses 3.1 to 3.4, Customer shall be responsible for the performance of such obligations.

4.   Erasure ('right to be forgotten') and data portability

4.1.   Upon request by Customer, Seclore shall destroy Personal Data specified by Customer and erase it from their systems, including, but not limited to, third party-backup servers, unless applicable mandatory laws require storage of the Personal Data.

4.2.   Upon request by Customer, Seclore shall send to Customer, to a Data Subject or, where reasonably and technically feasible, to any other party designated by Customer, Personal Data specified by Customer, in a structured, commonly used and machine-readable format.

4.3.   In the event that Customer has the reasonable possibility to perform the obligations set out in Clauses 4, Customer shall be responsible for the performance of such obligations.

5.   Sub-processing

5.1.   Customer gives Seclore a general authorization, as provided for in article 28 of GDPR, to engage another Data Processor to fulfill its obligations under the Agreement.

5.2.   Where Seclore engages another Data Processor to carry out Processing activities, the same data protection obligations as set out in the Agreement are imposed on that other Data Processor by way of a contract or other legal act, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the Agreement. Where that other Data Processor fails to fulfil its data protection obligations, Seclore shall remain fully liable to Seclore for the performance of that other Data Processor's obligations.

5.3.   Customer may object to Seclore's proposed use of a new Data Processor by notifying Seclore in writing within ten (10) calendar days from receipt of Seclore's written notice specifying the name of the relevant Data Processor and the activities it will perform. Seclore shall notify Customer within thirty (30) days from receipt of Customer's objection notice of its final decision regarding the use of the Data Processor at issue. In the event of an objection, the Parties shall discuss in good faith about the reasons for the objections and the solutions proposed by the Seclore to accommodate Customer. In the event that the solutions proposed are reasonably rejected, Customer may terminate its subscription upon written notice to Seclore within fifteen business (15) days from the end of said discussions and, as Customer's sole and exclusive remedy, Seclore will refund Customer, *pro rata*, the prepaid subscription fees covering the remainder of the services specified in the Order after the effective date of the termination.

6.   Data Transfer

If the Processing of Personal Data by Seclore involves transfers of such data outside of the European Economic Area (EEA) without an adequate level of protection, Seclore will ensure that it and any Data Processor to which Personal Data is transferred abide by any lawful mechanism for the data transfer as approved by the European Commission, including but not limited to the EU Standard Contractual Clauses and the EU-US privacy shield framework.

7.   Deletion of Personal Data after termination of the Agreement

7.1.   Upon termination or expiration of the Agreement, Customer will continue to have the ability to retrieve the Personal Data within thirty (30) days following the effective date of termination or expiration. After the thirty (30)-day period, Seclore will delete all Personal Data, unless prohibited by laws, court orders or

regulatory requirements. If Seclore cannot delete or return the Personal Data due to legal or regulatory requirements, Seclore will immediately inform Customer and will take all necessary steps to ensure that the Personal Data concerned is kept confidential and will not be further Processed.