

IMPORTANT - THESE TERMS OF USE (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN **42GEARS MOBILITY SYSTEMS PRIVATE LIMITED** ("42GEARS) AND **YOU AND ANY COMPANY YOU REPRESENT** (COLLECTIVELY, "YOU", "YOUR" AND "CUSTOMER") THE AGREEMENT SET OUT THE LEGAL RIGHTS AND OBLIGATIONS BETWEEN YOU AND 42GEARS IN RELATION TO THE SAAS SOLUTIONS AND SERVICES PROVIDED BY 42GEARS.

THIS AGREEMENT APPLIES TO:

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

(2) ANY OTHER RELATED SERVICES THAT 42GEARS MAY PROVIDE TO YOU IN CONNECTION WITH SUCH SAAS SOLUTION.

PLEASE READ THE AGREEMENT CAREFULLY BEFORE CONTINUING YOUR SUBSCRIPTION REGISTRATION. BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT AS SET FORTH IN ANY ONLINE OR PRINTED ORDER FORM REFERENCING THIS AGREEMENT, YOU AND ANY COMPANY YOU REPRESENT AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, YOU ARE REPRESENTING TO US THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT, AND THE TERM "YOU" SHALL REFER TO YOUR COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST CHOOSE THE "CANCEL" BUTTON AND YOU SHALL NOT BE PERMITTED TO USE THE SOFTWARE SERVICE.

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

1. Definitions:

"Authorized Users" means you, your employees or third-party individuals that are accessing the Software on your behalf. Third-Party users may Use the Software/(s) subject to Confidentiality obligations in this Agreement.

"Documentation" means the user guides or any other technical documentation published on the website <https://www.42gears.com/documentation/> about the applicable Product that is provided by 42Gears to Customer together with access to the Product.

Quote: means a written quotation of 42Gears' offerings provided to the Customer by 42Gears, which is accepted by Customer and considered an "order" by signing and returning quotation to 42Gears.

Relationship Data: any personal information collected by the 42Gears during the activation and maintenance of Customer's account. It may include names and other details of Customer involved in maintaining or using the software and/or Hosted service.

"Software" 42Gears's product SureMDM, consisting of Server application hosted on cloud, agent application installed on Customer's mobile device and the associated

documentation, provided to Customer by 42Gears pursuant to this Agreement, in object code format and as such Software is updated from time-to-time.

Software related services: means service performed by the 42Gears as reflected in Order such as installation, activation, training, software configuration, modification, integration, reconfiguration, assessment, optimization or other software related services and excludes professional services for the development of custom software or other intellectual property (which would be governed by a separate agreement).

Software Update: means any patches and modifications, enhancements, improvements and revisions of the Software, including new releases of Software, made available by 42Gears at its discretion from time to time.

Term: means the term during which the Customer is granted the access rights to use the product, the term shall commence when 42Gears delivers to Customer the relevant user credentials to access and use the Product.

Third Party Software: means software which is created or developed by a party other than the 42Gears and includes open source software.

Website: means the website nominated from **42Gears Mobility Systems Private Limited** from time to time, currently at www.42gears.com

2. Trial Version:

The term for trial of the Product is thirty (30) days, which 42Gears may extend upon its discretion by giving a written consent to the Customer; (ii) the trial period shall commence on the date when 42Gears delivers to Customer the relevant user credentials to access and use the Product. (iii) Trial version of the Product is provided "AS IS" without warranty of any kind, and 42Gears disclaims all warranties, indemnities, and all other liabilities for the product under such term; (iv) Customer will not be not entitled to any support and maintenance services or any Updates for the Trial version of the Product; and (v) either party may terminate the Agreement for the Product under Trial version upon five (5) days' written notice to the other party.

3. Grant of Access and Right of Use:

Access Grant: Subject to the terms and conditions of this Agreement, 42Gears grants to Customer, upon full payment of applicable fees, a worldwide, revocable, nonexclusive and nontransferable license to use only the object code version of the Software for the period of payment of subscription Fees during the Term of this Agreement, solely to perform those functions defined in the corresponding Documentation ("Use"). The Software provided by 42Gears is for single Authorized User and may only be used on a single mobile device. Customer must ensure that the Software is not used by any person who is no longer authorized by the Customer. 42Gears reserves all rights in the Software not expressly granted to Customer in this Agreement.

Customer's obligations:

To be responsible for providing and maintaining the required terminal equipment, the data line and shall ensure that Customer's configuration and technical condition comply with the current requirements of 42Gears as stated in 42Gears's website www.42gears.com (check technical facts for each product).

To name the users and contact partners at the signing of the agreement and to protect his or her account and customer password from unauthorized access and to not disclose it to third parties.

4. **Restrictions on Use:** Customer may not: (i) modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code from the object code of the Software or knowingly permit or encourage any third party to do so; (ii) use the Software in any manner to provide service bureau, time-sharing or other computer services to third parties; (iii) use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by any government agency; or (iv) copy or replicate the Documentation provided in relation to the Software in any form; (v) use the Software for competitive analysis, evaluating or viewing the Software or Documentation for the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Software unless the same is notified to the 42Gears in advance pursuant to the Agreement.
5. **Copies:** Customer may make a copy of the Software solely for backup purposes or system maintenance, ensuring the continued availability of the Software to authorized users or is otherwise expressly permitted by law. Any copy of the Software must clearly show all titles, trademark, copyright notices, legends, and other proprietary markings of the 42Gears without modifications.
6. **Audit:** Customer agrees that 42Gears may, once in a calendar year and upon thirty (30) days prior written notice, enter Customer's premises to audit Customer's compliance with the provisions of this Agreement. 42Gears's inspections shall be conducted during Customer's normal business hours and will be restricted to the records pertaining to the Software provided hereunder or other 42Gears Confidential Information. 42Gears's rights of inspection shall remain in effect through the period ending six (6) months from the termination or expiration of this Agreement.
7. **System requirements:** Customer acknowledges and agrees that the Software may only be installed and used only on devices, which meets or exceeds the minimum system requirements identified and notified by the 42Gears to Customer from time to time. Customer acknowledges and agrees that it is solely responsible for obtaining, installing, operating and maintaining all hardware, other equipment and third party software required for use of the Software. All functionality, operating system, network services, hardware maintenance and data backup are the responsibility of the Customer.
8. **Protection and Security:** The Customer agrees to use reasonable endeavour to safeguard the Software to ensure that no unauthorized person has access to them and that there is no unauthorized copying or distribution of the Software or the activation keys.
9. **Ownership and Reservation of Rights:** 42Gears grants no ownership rights to Customer and is not a sale of any rights in the Software or the Documentation. 42Gears shall own and retain ownership of all right, title, and interest in and to (i) the Software and any copies thereof; the Documentation and any copies thereof; (iii) any ideas, suggestions, or feedback relating to the Software and Documentation ("Feedback"); and (iv) all intellectual property rights embodied within the foregoing (i)-(iii). Customer hereby irrevocably assigns and agrees to assign all of Customer's right, title, and interest in and to any Feedback to 42Gears. To the extent such Feedback cannot be assigned, Customer hereby grants and agrees to grant to 42Gears at no charge a perpetual, irrevocable, royalty-free, worldwide right to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit the Feedback without restriction. By signing this Agreement Customer irrevocably acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the Software provided to Customer. 42Gears shall

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

10. PAYMENT

Fees: The monthly subscription fees due for use of the Software on one device is specified in the 42Gears's website (in case of direct purchase from 42Gears), fees quoted by 42Gears's authorized reseller (if Software is purchased from 42Gears's authorized reseller). 42Gears may offer discounts, at its discretion in case Customer makes a bulk purchase of the Software for use in multiple devices. Fees will be calculated based on the number of devices on which the Software will be downloaded and the period for which it will be used. The fees are exclusive of applicable taxes and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of 42Gears. This provision does not apply to any taxes for which Customer is exempt, provided Customer has furnished 42Gears with a valid tax exemption certificate.

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

11. Training: 42Gears does not provide training for the use of the Software unless requested by the Customer or otherwise provided by this Agreement. To the extent 42Gears is requested to provide any Software related services, the same will be provided pursuant to the then current prices for the software related services and will be invoiced to the Customer.

12. Confidentiality: In the course of performance of this Agreement, either party ("**Discloser**") may find it necessary to disclose to the other party ("**Recipient**"), or Recipient may otherwise obtain from Discloser, certain proprietary information or materials, which are in tangible form and labelled "confidential" or the like, or, information which a reasonable person knew or should have known to be ("**Confidential Information**") The following information shall be considered Confidential Information whether or not marked or identified as such: information regarding 42Gearss' pricing, product roadmaps or strategic marketing plans; and non- public materials relating to the Software.

Exclusions to Confidential Information:

Confidential Information does not include information that: (a) was in the public domain at the time of Discloser's communication thereof to Recipient, (b) becomes part of the public domain after the time of disclosure, through no improper action of Recipient; (c) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication thereof to Recipient; (d) can be shown by documentation to have been independently developed by the Recipient without the use of or reference to any Confidential Information; (e) is not treated as confidential by Discloser; or (f) is approved for release by Discloser in writing. Recipient shall use any Confidential Information received (or derivatives thereof) solely for the purpose of performing its obligations under this Agreement.

Obligations to Confidential Information:

Recipient shall not disclose or permit any non-Affiliate party access to any Confidential Information, except Recipient's officers, directors, employees, contractors, representatives, or agents on a need to know basis and where all such officers, directors, employees, contractors, representatives, or agents have confidentiality obligations at least as restrictive as those set forth in this Section. Recipient agrees to use reasonable efforts to protect the confidential or proprietary nature of such Confidential Information (and any derivatives thereof), using at least the same degree of care it utilizes for the protection of its own strictly confidential and proprietary information. The obligations under this Agreement will continue: (i) with respect to Confidential Information (and/or derivatives thereof) that does not constitute a trade secret, in perpetuity after the termination of this Agreement; and (ii) for any Confidential Information (and/or derivatives thereof) that constitutes a trade secret, for so long as such information remains a trade secret under applicable law. Notwithstanding the foregoing, in the event disclosure is required by court, government order, or law (such as state open records or freedom of information acts), Recipient shall promptly notify Discloser of such order or requested disclosure so that it may seek a protective order or other appropriate remedy and only disclose such Confidential Information to the extent required.

Return/ Deletion of Confidential Information:

All Discloser Confidential Information and derivatives thereof shall remain the property of Discloser and will be deleted or returned to Discloser within ten (10) days following the termination of this Agreement. Without limiting the foregoing or the Software Restrictions, Customer shall not disclose or display any Confidential Information of 42Gears, including the Software, to any Competitor of 42Gears.

13. Warranties:

Authorized Representative. Customer and 42Gears warrant that each has the right to enter into this Agreement and that the Agreement shall be executed by an authorized representative of each entity.

42Gears's warranty. 42Gears hereby warrants that to its knowledge it has the necessary rights and title to provide the Software to the Customer.

Customer's warranty. Customer hereby warrants that it has the necessary rights to share and upload all Customer data shared with the 42Gears or uploaded into the Software. Customer data shall mean any materials or data provided by Customer to 42Gears pursuant to this Agreement, including information or data that is uploaded into the Software. 42Gears may store Customer data solely for storage, retrieval, backup purposes.

14.Disclaimer of Warranty: EXCEPT AS EXPRESSLY SET FORTH HEREIN THE SOFTWARE IS PROVIDED BY 42GEARS ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THE SOFTWARE OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith BY 42GEARS. 42GEARS DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING

PERFORMANCE OF THE SOFTWARE, WHICH ARE NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY, CONDITION OR REPRESENTATION BY 42GEARS.

15. Indemnity: 42Gears shall at its expense defend any third-party cause of action brought against Customer based on a claim that the Software, as delivered by 42Gears to Customer, infringes any patent, copyright, or trade secret of such third party. 42Gears will pay those costs and damages finally awarded by a court of final jurisdiction against Customer pursuant to any such claim or paid in settlement of any such claim. 42Gears shall have no liability for any claim of infringement if (i) the Software is modified by parties other than 42Gears; (ii) Customer uses the Software in conjunction with data where use with such data gave rise to the infringement claim; or (iii) Customer uses the Software with non-42Gears software or hardware, where use with such other software or hardware gave rise to the infringement claim.

Customer Obligations: 42Gears shall have no liability under this Section unless:

- a) Customer notifies 42Gears in writing immediately after it becomes aware of a claim or the possibility thereof; and
- b) 42Gears has sole control of the settlement, compromise, negotiation, and defense of any such action; and
- c) Customer cooperates, in good faith, in the defense of any such legal action.

Remedies: Should the Software become, or in 42Gears's opinion is likely to become, the subject of a claim of infringement, 42Gears may, at its option, (i) obtain the right for Customer to continue using the Software; (ii) replace or modify the Software so it is no longer infringing; or (iii) if neither of the foregoing options is commercially reasonable, terminate the license for the Software. Upon such termination and Customer's return of the Software, 42Gears will refund to Customer, as Customer's sole remedy for such termination, all fees paid by Customer for the such Software, less an amount equal to the fees for each month or any portion thereof which has elapsed from the Term of such Software.

THIS SECTION STATES THE ENTIRE LIABILITY OF 42GEARS WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SOFTWARE.

16. Maintenance and Support: The 42Gears shall provide maintenance and support for the Software during the Term of the Agreement and for the applicable fees in accordance with Appendix A to this Agreement.

Exclusions to Maintenance and Support: 42Gears's Maintenance and Support do not include the rectification of errors, defects or problems caused or contributed to by:

1. default or negligence of Customer;
2. improper or unauthorized use of the Software;
3. any modifications or alterations of the Software other than as approved by the 42Gears or by any person other than the 42Gears;
4. any failure by Customer to comply with the Documentation;
5. any failure by Customer to download and install Updates made available on the 42Gears's Website;
6. any failure by Customer to comply with any reasonable guidelines or instructions provided by the 42Gears;
7. any fault, defect, omission or error in any data, software or equipment not supplied by the 42Gears;
8. any failure arising out of any network (including the internet) or communications; or

9. use of the Software with any software or equipment not approved or recommended by the 42Gears, or in a manner or for a purpose in breach of this Agreement or not reasonably contemplated by this Agreement.

42Gears reserves the right to charge Customer additional fees (at its then current rates) for the rectification of any errors, defects or problems caused or contributed to by any of the reasons listed above.

17. LIMITATION OF LIABILITY

Limitation: IN NO EVENT WILL 42GEARS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, STATUTORY OR COMMON LAW ATTORNEY FEES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE WHETHER SUCH ACTION IS BASED IN CONTRACT OR IN TORT INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND WHETHER OR NOT 42GEARS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

Aggregate Liability: NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, 42GEARS'S AGGREGATE LIABILITY PURSUANT TO THIS AGREEMENT, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE SHALL, IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURRENCES (ALL CLAIMS), IN NO CIRCUMSTANCES EXCEED THE FEES PAID BY CUSTOMER TO 42GEARS, FOR THE SOFTWARE, OVER THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE RECEIPT BY 42GEARS OF THE RELEVANT NOTIFICATION OF CLAIM AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

- 18. Term and Termination:** The agreement shall commence on the date the Customer agrees to the terms of this Agreement by clicking the "I Accept" button and download/install the Software and continues until the hosted Software as a Service is granted in accordance with the Agreement have expired or been terminated. Wherein the Customer uses the software for a free trial period and does not purchase the Software before the end of that period, Agreement will terminate at the end of the free trial period.

Termination by Customer: Customer may terminate this Agreement at any time by giving 30 days written notice to 42Gears and complying with the conditions of clause.

Termination by 42Gears: 42Gears may terminate this Agreement immediately by giving written notice to Customer if:

- (a) Customer fails to pay any fees which are due and payable under this Agreement within 15 days from the due date of payment;
- (b) Customer fails to comply with any term or condition of this AGREEMENT;
- (c) Customer becomes bankrupt or insolvent; or
- (d) 42Gears is required to do so by law (e.g. where the provision of the Software or Support and Maintenance to Customer is or becomes unlawful).

Consequences of Termination: Upon termination or expiry of this Agreement for any reason the Customer must:

- (a) immediately pay any outstanding amounts owed to 42Gears under this Agreement (b) remove the Software from each server and each computer or terminal on which it is installed;
- (c) cease all use or exploitation of any intellectual property or confidential information of 42Gears relating to the Software; and
- (d) deliver up or destroy (at 42Gearss' option) all copies of the Software and Documentation that are in the possession of Customer.

- 19. Compliance:** Customer must ensure that users comply with the obligations under this Agreement. Customer will duly observe all of its' obligations under any relevant data protection law or regulation that may apply to the relationships contemplated under this Agreement, including specifically, any obligation for Customer to configure the software and/or Hosted service in accordance with all applicable laws and regulations. Further, as required by applicable law or regulation, Customer will notify users that any customer content/Customer data provided as part of the Software and/or Hosted service will be made available to a third party i.e. (42Gears) as part of the 42Gears providing the software and/or Hosted Service.
- 20. Data Protection:** As the performance of the Agreement and delivery of the Services implies the delivery of the personal data, 42Gears shall comply with the applicable data protection laws and regulations. For the avoidance of doubt:
- i. 42Gears shall notify the Customer of any data breaches involving the data it process on behalf of the Customer as soon as reasonably practical;
 - ii. 42Gears shall provide support to Customer at their request to assess the impact of its services on the Customer's privacy (for example, through assisting the Customer with a Data Protection Impact Assessment);
 - iii. 42Gears shall provide support to Customer in responding to requests from data subjects to exercise their rights under the EU General Data Protection Regulation (GDPR).
- 21. Data Security:** 42Gears and any third-party service provider that 42Gears may engage shall employ commercially reasonable physical, administrative, and technical safeguards to secure any Customer Data in its possession, custody, or control from unauthorized use or disclosure.
- 22. Transparency:** 42Gears has documented its processing and publishes this in its privacy notice. This can be found on the 42Gears website or provided to Customer on request.
- 23. Software Operation Disclaimer:** You are aware that the function of the Software provided by 42Gears hereunder is to configure which applications and device features can be used by the Authorized User in Android based tablets and smartphones. The use of Software may cause the emergency call/emergency dial feature cease to operate in the Devices on which the Software is installed. 42Gears is not aware of Customer's intended use of the Software and does not make any representation that the Software will meet the requirements of the Customer. Customer alone is responsible to determine the Software's suitability for Customer's intended usage. Customer is expressly forbidden from using any part of the Software in life saving or life critical applications without the expressed written permission from 42Gears. 42Gears will not be responsible for any excessive data usage due to any user action or application error in the Software. Notwithstanding anything to the contrary in this Agreement, 42Gears will not be liable for any damages (direct, indirect or consequential) arising from device malfunction caused by the operation of the Software.
- 24. Our Relationship:** 42Gears and Customer are independent and no partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.
- 25. Sub-Processing:** 42Gears refrain from engaging another sub-processor without the prior written consent of the Customer.
- 26. Force Majeure:** 42Gears shall not be liable to Customer for any delay or failure of 42Gears to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of 42Gears. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delay

by the Customer in providing required resources or support or performing any other requirements hereunder the Agreement.

27. Dispute Resolution:

Any claim or dispute arising out of or relating to, including without limitation, the Agreement shall be settled by binding arbitration, by a sole arbitrator, in accordance with the applicable/governing Indian Arbitration Act. Any such claim or dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any other claim or dispute of any other party. The arbitration shall be conducted in Bangalore, and judgment on the arbitration award may be entered into the Karnataka High Court having jurisdiction thereof. Neither 42Gears nor the Customer may seek any interim or preliminary relief, from any court without serving the other party with a notice of intention to seek such relief (including details of relief sought and of the case to be made out in court) of not less than three (3) working days at its registered or known address. 42Gears and the Customer agree that any dispute regarding the validity or scope of this clause shall be commenced in the Karnataka High Court and shall be governed by the laws of India. The fees of the arbitrator shall be borne by the parties equally.

28. Governing Laws and Jurisdiction:

This Agreement and any relationship between 42Gears and the Customer, unless otherwise stated in a separate agreement between 42Gears and Customer, shall be governed by and construed in accordance with the laws of India and the High Court of Karnataka shall have exclusive jurisdiction without regard to conflict of law provisions.

29. Waiver: No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach shall be in writing and signed by an authorized officer of the waiving Party. A waiver by a Party of any provision of this Agreement shall not be construed as a waiver of the further breach of the same provision. Failure by 42Gears to insist on strict performance or to exercise a right when entitled does not prevent 42Gears from doing so at a later time, either in relation to that default or a later one.

30. Survival clause: Expiry or termination of this Agreement for any reason does not affect the rights and obligations of either party arising prior to termination. Clauses under heading (i) **Definitions** (ii) **Ownership** (iii) **Third Party Software** (iv) **Restrictions on Use** (v) **Confidentiality** (vi) **Limitation of Liability** (vii) **Disclaimer of Warranty** (viii) **Consequences of Termination** (ix) **Indemnity** (x) **General** survive the termination or expiry of this AGREEMENT for any reason.

31. Severability:

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision or part thereof which is necessary to render the provision valid, legal and enforceable, shall be severed from the Agreement and the other provisions and the remaining part of that provision shall remain in full force and effect.

32. Assignment:

This Agreement and the rights granted hereunder shall not be assigned or transferred, by operation of law or otherwise, by Customer without the prior written consent of 42Gears. 42Gears may assign this Agreement at any time.

33. Entire Agreement:

This Agreement contains the entire agreement and understanding between 42Gears and Customer with respect to the subject matter hereof and supersedes and replaces all prior agreements or understanding whether written or oral, with respect to the same subject matter that are still in force between 42Gears and Customer.

ANNEXURE A

Upon payment of applicable fees for a valid license, Licensor will provide technical support as follows:

1. Nature of support: Assistance in installation and usage. Bug fixing is not included as part of technical support.
2. How to request for technical support:

Email: techsupport@42gears.com
Live Chat on website:
Telephone: Listed on website
3. Availability: 24/7

