

## Master Subscription License Agreement

This Subscription License Agreement (“Agreement”) is entered into between 42Gears Mobility Systems Pvt. Ltd. (“Licensor”) and you (either an individual or a legal entity) (hereafter “You”/“Licensee”) on the date You accept the Agreement. Licensor and Licensee are individually hereafter referred to as “Party” and collectively as “Parties”.

THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN THE PARTIES AND GOVERNS THE USE OF LICENSOR’S PROPRIETARY SOFTWARE (AS DEFINED BELOW) INCLUDING, WITHOUT LIMITATION (1) ALL ASSOCIATED DOCUMENTATION IN HARD COPY OR ELECTRONIC FORM AND (2) MAINTENANCE AND SUPPORT, IF ANY. BEFORE DOWNLOADING, INSTALLING, COPYING, OR USING THE SOFTWARE PLEASE READ AND ACCEPT THIS DOCUMENT. BY CLICKING ON THE "NEXT" BUTTON TO DOWNLOAD, INSTALL OR USE THE SOFTWARE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST (I) NOT DOWNLOAD OR INSTALL THE SOFTWARE; (II) NOT USE THE SOFTWARE; AND (III) DELETE OR RETURN THE SOFTWARE TO LICENSOR.

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- 1.1 **Authorized Users** means individual Licensee, employees of Licensee or third party individuals that are accessing the Software on behalf of Licensee. Third-Party users may Use the Software/(s) subject to Confidentiality obligations in this Agreement.
- 1.2 **Documentation** means the documentation provided with or relating to the Software, if any.
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- 1.5 **Software Update** means any Software enhancements, modifications, service packs, patch, or new release issued by Licensor.

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- 2.1. **License Grant.** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee, 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”). Each license granted is for single Authorized User and may only be used on a single mobile device.
- 2.2. **Licensee’s obligations.**
  - 2.2.1. To be responsible for providing and maintaining the required terminal equipment, the data line and shall ensure that Licensee’s configuration and technical condition comply with the current requirements of Licensor as stated in Licensor’s website [www.42gears.com](http://www.42gears.com) (check technical facts for each product).
  - 2.2.2. 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.
- 2.3. **Restrictions on Use.** Authorized Users shall not (i) access the Software to process, or permit to be processed, the data of any other party; (ii) access the Software for service bureau or commercial time-sharing use; (iii) disassemble, decompile, or reverse engineer the Software or Confidential Information (as defined in this Agreement) or permit others to do so (iv) copy or replicate the Documentation provided in relation to the Software in any form.
- 2.4. **Ownership and Reservation of Rights.** This license grants no ownership rights to Licensee and is not a sale of any rights in the Software or the Documentation. Licensor shall own and

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### **3. MAINTENANCE AND SUPPORT**

- 3.1. The Licensor 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.

### **4. PAYMENT**

- 4.1. **Fees.** The monthly subscription fees due for use of the Software on one device is specified in the Licensor's website (in case of direct purchase from Licensor), fees quoted by Licensor's authorized reseller (if Software is purchased from Licensor's authorized reseller). Licensor may offer discounts, at its discretion in case Licensee 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 Licensee except those taxes based on the net income of Licensor. This provision does not apply to any taxes for which Licensee is exempt, provided Licensee has furnished Licensor with a valid tax exemption certificate.
- 4.2. **Payment Due Date.** The applicable License Fees is due for payment before accessing the commercial version of the Software. In case Licensee is approved a payment credit period by the Licensor in writing, Licensee has to pay the License Fees due within the credit period.

### **5. DELIVERY/AUDIT**

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- 5.2. **Archival and Backup Copies.:** Licensee is allowed to take back up copies of the Software for their use.
- 5.3. **Audit.** Licensee agrees that Licensor may, once in a calendar year and upon thirty (30) days prior written notice, enter Licensee's premises to audit Licensee's compliance with the provisions of this Agreement. Licensor's inspections shall be conducted during Licensee's normal business hours and will be restricted to the records pertaining to the Software licensed hereunder or other Licensor Confidential Information. Licensor's rights of inspection shall remain in effect through the period ending six (6) months from the termination or expiration of this Agreement.

6. **CONFIDENTIALITY.** "Confidential Information" shall mean all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") pursuant to this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including without limitation the Licensor's Software and Documentation that is proprietary and confidential to Licensor or is Licensor's trade secret. Receiving Party agrees: (i) not to use or

disclose the Disclosing Party's Confidential Information in any way except as expressly permitted hereunder (ii) to safeguard and protect the Disclosing Party's Confidential Information with the same degree of care that it takes to protect its own confidential information, but in no event less than reasonable care. Confidential Information excludes information that: (i) is or becomes generally known to the public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without any obligation of confidentiality to a third party or breach of any obligation of confidentiality to the Disclosing Party; or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. To the extent necessary under this Agreement, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party's employees who are bound by written obligations of confidentiality and non-use and non-disclosure restrictions at least as protective as those set forth herein. In the event of a court order or government regulation compelling disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof, and shall reasonably cooperate with the Disclosing Party to seek protective treatment and minimize the disclosure. Obligations set forth in this section shall remain in effect during the term of this Agreement and three (3) year thereafter. The Receiving Party shall promptly return to the Disclosing Party or destroy (and certify such destruction by an authorized representative of the Receiving Party) all Confidential Information of the Disclosing Party in its possession or control.

## **7. WARRANTIES**

- 7.1. **Authorized Representative.** Licensee and Licensor 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.
- 7.2. **Licensor's warranty.** Licensor hereby warrants that to its knowledge it has the necessary rights and title to license the Software to the Licensee.
- 7.3. **Licensee's warranty.** Licensee hereby warrants that it has the necessary rights and licences to share and upload all Licensee data shared with the Licensor or uploaded into the Software. Licensee data shall mean any materials or data provided by Licensee to Licensor pursuant to this Agreement, including information or data that is uploaded into the Software. Licensor may store Licensee data solely for storage, retrieval, backup purposes.
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- 8.1. Licensor shall at its expense defend any third party cause of action brought against Licensee based on a claim that the Software, as delivered by Licensor to Licensee, infringes a United States patent, copyright, or trade secret of such third party. Licensor will pay those costs and damages finally awarded by a court of final jurisdiction against Licensee pursuant to any such claim or paid in settlement of any such claim. Licensor shall have no liability for any claim of infringement if (i) the Software is modified by parties other than Licensor; (ii) Licensee uses the Software in conjunction with data where use with such data gave rise to the infringement claim; or (iii) Licensee uses the Software with non-Licensor software or hardware, where use with such other software or hardware gave rise to the infringement claim.

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- 8.2.1. Licensee notifies Licensor in writing immediately after it becomes aware of a claim or the possibility thereof; and
  - 8.2.2. Licensor has sole control of the settlement, compromise, negotiation, and defense of any such action; and
  - 8.2.3. Licensee cooperates, in good faith, in the defense of any such legal action.
- 8.3. **Remedies.** Should the Software become, or in Licensor's opinion is likely to become, the subject of a claim of infringement, Licensor may, at its option, (i) obtain the right for Licensee 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 of the license and Licensee's return of the Software pursuant to Section 10 below, Licensor will refund to Licensee, as Licensee's sole remedy for such license termination, all license fees paid by Licensee for the terminated license, less an amount equal to the license fees for each month or any portion thereof which has elapsed from the Term of such terminated license. THIS SECTION 8.3 STATES THE ENTIRE LIABILITY OF LICENSOR WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SOFTWARE.

## 9. LIMITATION OF LIABILITY

- 9.1. **Limitation.** IN NO EVENT WILL LICENSOR 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 LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- 9.2. **Aggregate Liability.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, LICENSOR'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 LICENSE FEES PAID BY LICENSEE TO LICENSOR, FOR THE SOFTWARE, OVER THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE RECEIPT BY LICENSOR OF THE RELEVANT NOTIFICATION OF CLAIM AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

## 10. TERM AND TERMINATION

- 10.1. **Term.** The term of this Agreement shall be one (1) year from the date of Licensee accepts this Agreement.
- 10.2. **Termination by Licensor.** This Agreement and any subscription to the Software hereunder may be terminated by Licensor: (i) if Licensee fails to make any payments due hereunder within fifteen (15) days after Licensor delivers notice of default to Licensee; (ii) by giving prior written notice to Licensee if Licensee fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Licensee's receipt of Licensor's notice to cure such non-performance of material obligation; (iii) if Licensee files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.
- 10.3. **Effects of Termination.** Licensee's rights to the Software and Licensor Confidential Information will terminate upon termination of this License Agreement. Licensee shall immediately stop using the Software and Licensor Confidential Information. Any use of the affected Software and Licensor Confidential Information post termination by Licensee will constitute an infringement and/or misappropriation of Licensor's proprietary rights in the Software. Upon termination of this License Agreement by Licensee, Licensor shall have no further obligation or liability hereunder and all fees due under the License Agreement shall become due and payable to Licensor immediately upon such termination.

- 10.4. **Other Remedies.** Termination of this License Agreement or any license created hereunder shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Licensee's obligation to pay all fees that have accrued or are otherwise owed by Licensee under this License Agreement.
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12. **Upload and storage of Licensee data:** Wherever provided by Licensee, Licensor may store Licensee data on third party cloud servers and Licensor will abide by the applicable Terms and conditions and/or license agreements of such third parties. Licensor does not require any personally identifiable information to perform its services or grant the license. Licensee shall inform Licensor in writing if it wishes to share or upload any personally identifiable information and inform Licensor in writing of any legally required security measures for such personally identifiable information. Licensee is aware that location of cloud servers can be anywhere in the world under different jurisdiction than Licensee's location. Licensee alone is responsible to ensure that Licensee is allowed under applicable laws to upload and/or store Licensee provided data on such servers. Licensor is not responsible for any loss of Licensee data owing to third party servers or transmission over third party telecommunication facilities over which Licensor has no control.
13. **MISCELLANEOUS**
- 13.1. **Third Party Terms.** The Software may contain third-party components created and separately licensed to Licensee by third parties. These third party components, if any, are subject to special license terms and conditions found at \_\_\_\_.
- 13.2. **Compliance with Laws.** Both Parties agree to comply with all applicable laws, regulations, and ordinances relating to such Party's performance under this Agreement.
- 13.3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India.
- 13.4. **Survival.** The provisions set forth in Sections 2.4, 4, 6, 7, 8, 9, 11, 12 and 13 of this Agreement shall survive termination or expiration of this Agreement and any applicable license hereunder.
- 13.5. **Notices.** Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery to the Party addressed. All notices shall be sent to the applicable address specified in this Agreement or to such other address as the Parties may designate in writing.
- 13.6. **Force Majeure.** Licensor shall not be liable to Licensee for any delay or failure of Licensor to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Licensor. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Licensee in providing required resources or support or performing any other requirements hereunder.
- 13.7. **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.
- 13.8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and cancels and supersedes any prior understandings, statements, representations, warranties, discussions, negotiations, commitments and agreements both oral and written between the Parties hereto with respect thereto, whether oral or in writing. There are no representations, warranties, terms, conditions, undertakings or

collateral agreements expressed, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

- 13.9. **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 Licensor to insist on strict performance or to exercise a right when entitled does not prevent Licensor from doing so at a later time, either in relation to that default or a later one.
- 13.10. **Assignment.** This Agreement and the rights granted hereunder shall not be assigned or transferred, by operation of law or otherwise, by Licensee without the prior written consent of Licensor. Licensor may assign this Agreement at any time.
- 13.11. **Independent Parties.** The Parties to this Agreement are independent contractors. No relationship of principal to agent, master to servant, employer to employee or franchisor to franchisee is hereby established or intended to be established between the Parties. Neither Party shall have any right, power or authority to assume, create or incur any expenses, liability or obligation, express or implied, on behalf of the other, except as expressly provided herein.

By signing this Agreement, each Party acknowledges that it has read, understands, and agrees to the terms of this Master License Agreement.

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## APPENDIX 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](mailto:techsupport@42gears.com)

Live Chat on website:

Telephone: Listed on website

3. Availability: 24/7