

## EUSHAR Software/Service License Agreement

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1. Fees: You agree to pay the applicable license fees for the Software and the applicable fees for Services, as set forth on the order submitted by you and accepted by Elokha Infotech [P] Limited or one of its authorized distributors. License fees do not apply to evaluation, trial or freeware licenses, as described in Sections 3(c) and 3(d).

2. Definitions:

- \* a. “Authorized Functionality” means the functionality authorized on an accepted order for Eushar services.
- \* b. “Bug Fix” means any bug fix or patch released by Elokha Infotech [P] Limited, in its sole discretion, to resolve an element of the Software that does not perform according to the Documentation.
- \* c. “Client Device” means one host, workstation or other electronic device for which (according to the Documentation) the Software was designed.
- \* d. “Hardware Accessory” means any hardware accessory sold by Elokha Infotech [P] Limited, such as a USB-based token.
- \* e. “Key” means either or both components of a public/private cryptographic key pair.
- \* f. “Support” means the right to receive (i) Software Updates and Software Upgrades (if any) released during the period specified in your accepted order for Maintenance; and (ii) technical support, where the level of technical support will vary depending on the Service purchased.
- \* g. “Software Update” means any minor software revision to the Software (i.e. providing slight functional improvements) generally made available by Elokha Infotech [P] Limited in its sole

discretion.

\* h. "Software Upgrade" means any major revision to the Software (i.e., providing significantly new functionality) generally made available by Elokha Infotech [P] Limited in its sole discretion.

\* i. "Term" means the term of each license to the Software/Service as defined in Section 4.

\* j. "User" means a single individual that utilizes the Software/Service or a Corporation.

3. License Grants: The following license grants will apply only to the extent that you have purchased a license to the applicable Software.

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Upon the expiration or termination of your license, your right to use EUSHAR will automatically terminate.

\* b. Subject to the terms and conditions of this Agreement, Elokha Infotech [P] Limited grants you a non-exclusive, non-transferable right to internally install and execute on the number of systems for which you have purchased a license (each a "Licensed Server") solely to monitor your info. The software is installed on a host when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard drive) of a server. Without limiting the foregoing, for each Licensed Server, your license is limited as follows:

- The number of users per License Server may not exceed the number of users on your accepted order.

- You may not utilize more than the number of users specified on your accepted order.

- You may utilize EUSHAR to perform only the Authorized Functionality specified on your accepted order.

\* c. Evaluation License Use. If you have ordered an evaluation license for the Software, you may use the Software internally only for evaluation purposes and only during the applicable evaluation period. Any use of the Software for other purposes or beyond the applicable evaluation period is strictly prohibited.

\* d. Trial and Freeware License Use for EUSHAR. Subject to the terms and conditions of this Agreement, you may internally reproduce (solely to install and execute), internally perform and internally use the trial version of EUSHAR made publicly available for download by Elokha Infotech [P] Limited for personal or commercial purposes without payment of license fees. The trial version will be converted to paid version if not uninstalled within FIFTEEN (15) days following installation.

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\* b. Tangible Items. All shipments of tangible items (including Hardware Accessories and Discs) by

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\* a. Bug Fixes. Except with respect to evaluation, trial and freeware licenses (as set forth in Sections 3(c) and 3(d)): subject to the terms and conditions of this Agreement, and during the Term of your license, you may access the public support area of EUSHAR to (i) review the Elokha Infotech [P] Limited Public KnowledgeBase, FAQs, and other information about the Software and your Hardware Accessories, and (ii) download Bug Fixes for the version of the Software for which you have a valid license. Except as provided in Sections 5(b) and 5(c) below, you are not entitled to receive any Software Updates, Software Upgrades, or support.

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\* a. Media Limited Warranty. If the Software is delivered to you on a Disc, Elokha Infotech [P] Limited warrants that for the first sixty (60) days of the Term, that Disc will be free from defects in materials and workmanship. Elokha Infotech [P] Limited's entire liability and your exclusive remedy for any breach of the foregoing warranty shall be, at Elokha Infotech [P] Limited's option, either (i) replacement of the defective Disc, or, (ii) return of the amount you paid for the license. You must return the defective Disc to Elokha Infotech [P] Limited at your expense with a copy of your receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misuse of the Disc. Any replacement Disc will be warranted solely for the remainder of the original warranty period. Outside India, the remedy in "(i)" above is not available or will be replaced online.

\* b. Software Warranty. The software is being provide "as is" with no warrantee.

\* c. Hardware Accessory Limited Warranty. Elokha Infotech [P] Limited warrants that, for the first six (6) months of the Term, the Hardware Accessories (if any), when used as permitted under this Agreement, in accordance with the instructions in their documentation, and without unauthorized modification, will be free of manufacturing defects in materials or workmanship that affect the performance of such products. Elokha Infotech [P] Limited's sole and exclusive obligation, and your sole and exclusive remedy, for breach of the foregoing warranty will be, at Elokha Infotech [P] Limited's option, to (i) repair the defective Hardware Accessory to correct the defect; (ii) replace the defective Hardware Accessory at no additional charge; or (iii) accept the return of the defective Hardware Accessory and issue a refund equal to the purchase price of such defective product. Unless otherwise authorized by Elokha Infotech [P] Limited, shipping, handling, duty and insurance costs for returns will be paid by you. Elokha Infotech [P] Limited may (in its discretion) ship a replacement product to you prior to its receipt of your defective product, subject to your agreement that Elokha Infotech [P] Limited may charge you for the cost of a new product if your defective product is not received by Elokha Infotech [P] Limited within 30 days after Elokha Infotech [P] Limited sends you a replacement. This warranty extends only to the original purchaser of the Hardware Accessory and is not transferable to any subsequent purchaser. Replacement products may be refurbished. Elokha Infotech [P] Limited's obligations under this Section are conditioned on your compliance with this Section and Elokha Infotech [P] Limited's (or its service center's) then-current procedures.

\* d. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, EUSHAR, THE HARDWARE ACCESSORIES, AND THE DOCUMENTATION ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Elokha Infotech [P] Limited

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10. Audit: Elokha Infotech [P] Limited reserves the right to periodically audit your use of the Software to ensure that you are in compliance with this Agreement. During your standard business hours and upon at least ten (10) days prior written notice, Elokha Infotech [P] Limited may visit your facility(ies) and you will make available to Elokha Infotech [P] Limited or its representatives any requested records pertaining to the Software, provided that Elokha Infotech [P] Limited shall be entitled to conduct no more than two (2) audits in any twelve (12) month period. The cost of any requested audit will be solely borne by Elokha Infotech [P] Limited, unless such audit discloses (a) an underpayment or amount due to Elokha Infotech [P] Limited in excess of five percent (5%) of the initial license fee for the Software, or (b) you are not substantially in compliance with this Agreement, in which case you shall pay all costs related to the audit. Any underpayment of fees disclosed by any such audit shall be paid to Elokha Infotech [P] Limited immediately, together with the applicable late payment charges.

11. Governing Law/Arbitration: This Agreement is governed by the laws of India, excluding any conflicts of law principles that would provide for the application of the law of another jurisdiction. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any dispute between the parties arising out of or related to this Agreement shall be settled by final, binding arbitration utilizing the dispute resolution procedures of India at Coimbatore. Notwithstanding the foregoing, Elokha Infotech [P] Limited may bring suit in any appropriate forum for any breach of Sections 3 or 7 or for infringement or misappropriation of its intellectual property rights.

12. Miscellaneous: This Agreement represents the entire agreement with respect to the Software, Services and the Documentation between you and Elokha Infotech [P] Limited, and supersedes any prior agreement, communication, proposal, representation, or understanding between the parties, provided that, in the event of any conflict between this Agreement and a hardcopy software license agreement signed by both you and a duly authorized officer of Elokha Infotech [P] Limited with respect to the Software, the terms of that software license agreement will prevail. This Agreement may not be

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13. Elokha Infotech [P] Limited Customer Contact: If you have any questions concerning these terms and conditions, or if you would like to contact Elokha Infotech [P] Limited for any other reason, please go to [eushar@elokha.net](mailto:eushar@elokha.net) or to read/download the latest copy of this Agreement go to: [www.elokha.net/legal.html](http://www.elokha.net/legal.html)