End User License Agreement

This End User License Agreement(EULA) is between **you ('either an individual or an entity / Customer')** and **Xecurify Inc (DBA miniOrange Security Software Private Limited)**. PLEASE READ THIS AGREEMENT BEFORE USING ANY **XECURIFY SOFTWARE OR SERVICES**. BY DOWNLOADING, INSTALLING OR USING ANY **XECURIFY** SOFTWARE OR SERVICES YOU (**the Customer**) SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. **Customer** or **you** agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its Affiliates to this Agreement. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service. This Agreement is effective as of that date that you accept it. NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

1. **1.1. Customer** means the legal entity or individual that agrees to the terms of this Agreement. The individual who physically signs the **Agreement** and warrants that he/she has the legal authority to agree to the terms and conditions contained herein.
2. **1.2. Customer Data** means all electronic data submitted by or on behalf of Customer to the Xecurify Service.
3. **1.3. Documentation** means Xecurify's user guides and other end user documentation for the Service available on the online help feature of the Service, as may be updated by Xecurify from time to time including without limitation the materials available at www.miniorange.com.
4. **1.4. Email Order** means an order of requirement with respect to the software which is raised by the customer that specifies the Service, Training Services, Support Services, and/or Professional Services purchased by Customer under this Agreement that is entered into by Customer (or any Affiliate) and Xecurify (or any Affiliate). Email Order shall be subject solely to and incorporate by reference the terms of this Agreement.
5. **1.5. Professional Services** means implementation and configuration services provided by Xecurify in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.
6. **1.6. Service** means the products and services purchased by Customer and provided by Xecurify, as specified on an Order Form. **Service** excludes the Professional Services, Free Trial Service, and Non-Xecurify Applications.
7. **1.7. Service Provider** means WordPress, Joomla, Drupal, AWS, Salesforce, Atlassian, Shopify, Magento, Moodle, DNN, etc and all other platforms like CMS, LMS, etc where Xecurify/miniOrange Plugins are listed.
8. **1.8. Statement of Work** means a document that describes certain Professional Services purchased by a Customer under this Agreement. With respect to Customer, the **Xecurify Services** includes the plan and/or products identified in the Statement of Work / Quote.
9. **1.9. Support Services** means the support services provided by Xecurify in accordance with Xecurify's then-current support plan as requested by the customer via email and as identified in email order. In the event that the level of support is not identified in the Order Form, Customer shall receive a **basic** level of support that is included in the Service.

10. **1.10. Term** has the meaning set forth in Section 18.1.
11. **1.11. Users** means individuals who are authorized by the Customer to use the Service, for whom a subscription to the Service has been procured. Users may include, for example, Customers and Customer's Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.

2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, Xecurify Inc hereby grants the right to use the License after the purchase of any paid License as advertised on the website/marketplace Xecurify Inc provides the Customer with the file for the plugin version and you are granted access to the license for the 12 months from the date of purchase including the maintenance (version updates, security fixes, compatibility issues) and basic email support. The licenses provided are subscription-based; details about the nature of licenses can be found on the licensing/plans page of the plugin or on the miniOrange website.
Subscription License, shall mean a license provided to the customer for a specified period of time which shall expire after the period of the subscription. The customer shall pay an annual fee for subscribing to the plugin license. The fee structure for licensing the plugin shall be as per the standard fees/charges provided to such customers at the time of licensing by Xecurify. In case of renewal for license, regular updates and basic email support, the fees/charges shall be provided to such customers as per the prevalent fees/charges by Xecurify or as per the offers/discounts proposed/offered by Xecurify at the time of purchase or renewal.

3. CUSTOMER OBLIGATIONS

Customer is responsible for all activities conducted under and its Users' logins on the Service. Customer shall use the Service in compliance with applicable law and shall not:

1. **(i)** copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users;
2. **(ii)** Customer shall be responsible for its usage of the Software and shall comply with all applicable laws and regulations with respect to its usage of the Software, including its transferring, storing or processing of Personal Data via the Software;
3. **(iii)** send or store infringing or unlawful material in connection with the Service;
4. **(iv)** breach, circumvent, tamper with or disable any security or other technological features or measures of the Xecurifys Services;
5. **(v)** attempt to probe, scan or test the vulnerability of any systems related to the Xecurify Services, including penetration or load tests, without Xecurify's prior written approval for each test instance;
6. **(vi)** send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Service;
7. **(vii)** attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein;
8. **(viii)** modify, copy or create derivative works based on the Service, or any portion thereof;
9. **(ix)** access the Service for the purpose of building a competitive product or service or copying its features or user interface; or
10. **(x)** delete, alter, add to or fail to reproduce in and on the Service the name of Xecurify and any copyright or other notices appearing in or on the Service or which may be required by Xecurify at any time.

4. YOUR MEMBERSHIP

During Customers purchase, Xecurify will create an account for Customers in Xecurify's membership area. Customers must keep their login credentials secret. Customers are prohibited from distributing, giving away, lending or re-selling it. Xecurify reserves the right to monitor levels of customers membership activity and take any necessary action in the event of abnormal usage being detected.

5. PRICE AND PAYMENT

1. **5.1 Fees:** The fees for Software, Professional Services, and Support and Maintenance Services shall be paid by the customer as per their requirement based on the prices displayed on the licensing page of the website and can also directly contact Xecurify via email for any specific requirements. The customer can place an order on the website or can directly place an order for purchase of the software via email to Xecurify. If the customer chooses to contact Xecurify for a plugin license directly, Xecurify shall provide the customer, statement of work/quotations as per the requirements of the customers. The fees required to be paid hereunder do not include any amount for taxes, duties or import/export fees. If withheld by a government entity, Customer shall reimburse Xecurify and hold Xecurify harmless for all sales, use, VAT, excise, property, or other taxes or levies, duties or import/export fees which Xecurify is required to collect or remit to applicable tax authorities (including any interest or penalties thereon). Unless Customer provides Xecurify a valid exemption certification from the applicable taxing authority, Customer shall pay to Xecurify or its agents the amount of any such tax. Customer agrees to pay Xecurify all fees in advance i.e. immediately after placing the order via email unless otherwise explicitly agreed by Xecurify. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Xecurify hereunder are non-cancelable and non-refundable. If Customer fails to pay any Fees due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of Law, (i) Xecurify reserves the right to suspend the Service upon thirty (30) days written notice, until such amounts are paid in full, and (ii) Xecurify will have the right to levy additional interest equal to the amount of the used services. (iii) Xecurify shall suspend the subscription license and the Customers shall no longer be eligible to use the benefits of the said license.
2. **5.2 Expenses:** Unless otherwise specified in the applicable Statement of Work/Quotations, upon invoice from Xecurify Customer will reimburse Xecurify for all pre-approved, reasonable expenses incurred by Xecurify while performing the Professional Services, including without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision of the Professional Services.
3. **5.3 Taxes:** Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, **Taxes**). Customer is responsible for paying all Taxes associated with its purchases hereunder.

6. VERSION CHECK AND REGISTRATION

Service Provider automatically checks for updates to its core and all installed themes and Plugins. After Customers have purchased the Paid License, Customers will be provided with a unique license key. By entering your license key and registering the domain with the Plugin,

Customers can update the Plugin in your Service Provider's dashboard. Customers must keep your license key secret. Xecurify reserves the right to monitor levels of your key usage activity and take any necessary action in the event of abnormal usage being detected.

7. PROHIBITED USE

The Customer shall not use the Plugin on website(s) and/or webpage(s) that contain inappropriate, unlawful, illegal or offensive content.

8. RELATIONSHIP BETWEEN THE PARTIES

The relationship between Customer and Xecurify Inc is that of licensee/licensor. Xecurify may use Customer's name and logo to identify the Customer Company as a customer of Xecurify. Xecurify's use of the name and logo does not create any ownership right therein and all rights are granted and reserved by the Customer. Customers reserve the right to request at info@xecurify.com to update or remove the logo from the public website. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this Agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

9. RESERVATION OF RIGHTS

Xecurify reserves to itself all rights in and to the Xecurify Services and Documentation not expressly granted to customers under this Agreement.

10. CONFIDENTIALITY

Each party (**Receiving Party/Recipient**) may, during the course of its provision and use of the Service or provision of Professional Services hereunder, receive, have access to, and acquire knowledge from discussions with the other party (**Disclosing party**) which may not be accessible or known to the general public, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations (**Confidential Information**). Confidential Information shall not include, and shall cease to include, as applicable, information or materials that

1. **(a)** were generally known to the public on the Effective Date;
2. **(b)** become generally known to the public after the Effective Date, other than as a result of the act or omission of the Receiving party;
3. **(c)** were rightfully known to the Recipient prior to its receipt thereof from the Disclosing party;
4. **(d)** are or were disclosed by the Disclosing party generally without restriction on disclosure;
5. **(e)** the Recipient lawfully received from a third party without that third party's breach of agreement or obligation of trust; or

6. **(f)** are independently developed by the Recipient as shown by documents and other competent evidence in the Recipient's possession. The Recipient shall not:
   1. (i) use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission, or (ii) disclose or make the Disclosing Party's Confidential Information available to any party, except those of its employees, contractors, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a **need to know** in order to carry out the purpose of this Agreement. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of similar kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the one party is compelled by law to disclose Confidential Information of the other party, it shall provide the Disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

11. DATA PROTECTION

1. **11.1.** Personal Data/customer data shall mean all such data provided by the customer directly to Xecurify, which only includes name and email address and any other information collected for the sole purposes of providing services to the customers. Xecurify shall use its best endeavors to guarantee due compliance with the applicable obligations and exceptions laid down by mandatory law and regulation.
2. **11.2.** Personal Data/customer data will be stored as long as such data is necessary for the purpose of providing the services and the agreement.
3. **11.3** Personal Data/customer data of the users shall not be transferred or handed to any third parties other than the government authority with court orders to transfer such data.

12. SOFTWARE WARRANTY AND REFUND POLICY

Xecurify warrants that the software will materially confirm the accompanying documentation for a period of 7 days from the date of initial delivery. At Xecurify, the customer will only be able to claim if the refund has been raised by the Customer within 10 days from the date of purchase, only under the following circumstances:

1. **a)** if the software or the features you have purchased is not working as advertised on the website/ marketplace and you have attempted to resolve the issues with our support team;
2. **b)** you have purchased the wrong license or Xecurify/miniOrange product and informed us within a period of 10 days from your purchase;
3. The Customer is not eligible for the refund under all the following circumstances:
   1. **a)** The Software is not used in accordance with Xecurify's instructions;
   2. **b)** The Software defect has been caused by any of Customer's malfunctioning equipment or Customer provided software;
   3. **c)** Customer has made modifications to the Software not expressly authorized in writing by Xecurify;
   4. **d)** Software is not working due to customers environmental changes;

5. **e)** Combined the software with other products;
6. **f)** Customer no longer requires the software after the purchase or changes his/her requirements towards the services;
7. **g)** In cases where the Customer has willingly purchased the software after taking the demo/trial from the Xecurify team.

If refunded, Customer's license in the use of the defective Software shall be terminated and the defective Software shall be returned to Xecurify immediately after receipt of the refund. Xecurify does not warrant and explicitly states that the operation of the Software will be uninterrupted or error free, or that all software defects can be corrected.

13. COPYRIGHT

The Plugin is owned by Xecurify Inc. and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Plugin is licensed, not sold, to You for use solely subject to the terms and conditions of this Agreement.

14. INDEMNIFICATION

1. **14.1** If a third party makes a claim against the Customer that the Software infringes any patent, copyright or trademark, or misappropriate any trade secret (**Claim**), Customer shall (a) promptly notify Xecurify of the Claim, (b) provide Xecurify with the sole control of the defense and settlement of the Claim, and (c) provide the assistance, information and authority reasonably requested by Xecurify in such defense and settlement. Xecurify shall defend Customer and its directors, officers and employees against the Claim at Xecurify's expense and Xecurify shall pay all losses, damages and expenses (including reasonable legal fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Xecurify, to the extent arising from the Claim.
2. **14.2** Exclusions from Obligations: Xecurify will have no obligation under this Section 13 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) not supplied by Xecurify, (b) that are modified by Customer after delivery (c) use of the Xecurify's Services in combination with other products, services, processes or materials where the alleged infringement relates to such combination which were unauthorized by Xecurify; (d) use of the Xecurify' s Services by Customer for purposes outside the scope of the rights and licenses granted to Customer (e) where Customer continues use of the infringing Software following Xecurify's supplying a modified, amended or replacement version of the Software, or (f) Customer failure to use the Xecurify's Services in accordance with this Agreement and the Documentation; (g) any modification of the Xecurify Services by Customer not made or authorized in writing by Xecurify; or (e) any activity after Xecurify has provided Customer with a work around or modification that would have avoided such Claim. This Section sets forth Xecurify's entire obligation and Customers exclusive remedy with respect to any infringement, misappropriation or other violation of third party rights.
3. Customer undertakes to reimburse Xecurify for any reasonable out of pocket expenses incurred by Xecurify if the cause of the infringement is attributable to Customer's actions as stated herein.
4. **14.3** In the event of such a Claim being brought or threatened or in the event an injunction is issued or threatened, Xecurify may, at its option and expense, either procure for the Customer the right to continue to use the Software, modify or replace the Software so as to

avoid infringement, or accept the return of the infringing Software and return the license fee paid for such infringing Software.

5. **14.4** The provisions of this Section set forth Xecurify's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of intellectual property rights and/or proprietary rights of any kind.

15. LIMITED WARRANTY

THE PLUGIN IS PROVIDED **AS IS** WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE AUTHOR or AUTHORS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF THE PLUGIN, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, SUPERSEDING ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS LICENSE.

16. LIMITATION OF LIABILITY

IN NO EVENT SHALL Xecurify Inc. OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE PLUGIN, EVEN IF XECURIFY INC.. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL LEGAL ISSUE SHOULD BE JUDGED BY THE COURT INDICATED BY XECURIFY INC.

17. EXCLUDED DAMAGES

IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COVER, LOST PROFITS OR REVENUES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING EXCLUSIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

18. TERM AND TERMINATION

1. **18.1 Term**: This Agreement shall commence on the Effective Date and shall continue in effect unless terminated as set forth herein.
2. **18.2 Termination:** This Agreement, or a license granted hereunder, may be terminated (i) by mutual agreement of Xecurify and Customer, (ii) by either party if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days following receipt of breach notice, or (iii) by either party if the other party

becomes insolvent or is adjudged as bankrupt; makes an assignment for the benefit of creditors; has a receiver appointed; or files a petition of bankruptcy.

3. **18.3 Effect of Termination:** Upon termination
of this Agreement or expiration or termination of a license, all rights granted to Customer for the applicable license(s) shall cease and Customer shall immediately: (i) cease using the applicable Software and
Documentation, (ii) return the applicable Software to Xecurify together with all Documentation and other materials associated with the Software and, or destroy such items, (iii) cease using the Maintenance Services associated with the applicable License(s), (iv) give Xecurify a written certification that Customer has complied with all of the foregoing obligations, and (v) in case of termination due to an uncured Customer breach, Customer will pay Xecurify or the applicable Partner all amounts due and payable.

19. GENERAL

1. **19.1 Anti-Bribery/Corruption**:
    1. **a)** Xecurify shall ensure that, in relation to this Agreement and general business practices, it shall not engage in any activity, practice or
    conduct which may constitute an offense under any applicable Anti-Corruption Laws. In particular, Xecurify shall not offer, promise or pay to, or solicit or receive from any other person (including public and government officials) or company, any financial or other advantage which causes or is intended to cause another person to improperly perform their function or activities in order to secure or retain a business advantage. Xecurify shall further ensure that, unless allowed or required by local
    law, it shall not offer, promise or pay to any public government official any financial or other advantage in order to secure or
    retain a business advantage, including payment intended to induce officials to perform duties they are otherwise obligated to perform.
    2. **b)** As part of its internal measures to ensure compliance under this Section, Xecurify shall have in place and maintain policies and procedures to assess the risk of, monitor, and prevent the breaching of Anti-Corruption Laws.
    Where such policies are not published by Xecurify generally on its website or are otherwise made available generally, such policies and procedures shall be provided to Customer upon Customer's written request.
2. **19.2 Relationship:** No agency, partnership, or joint venture is created as a result of this Agreement and neither party has any authority of any kind to bind the other party.
3. **19.3 Subcontractors:** Xecurify may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Xecurify remains responsible for all of its obligations under this Agreement.
4. **19.4 Severability:** Should any provision of this Agreement be invalid, ineffective, or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
5. **19.5 Notice:** Notices to either Party shall be in writing to the address indicated in this Agreement (or as later amended) and deemed effective when received.
6. **19.6**
Assignment: Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party and any such prohibited assignment shall be null and void. Notwithstanding the foregoing, (a) either party may assign this Agreement to any party that acquires all or substantially all of its related business by merger, sale of stock or assets, or a similar transaction, and (b)

Xecurify may subcontract its obligations hereunder to a third party, provided that Xecurify shall remain liable for any breach thereof.

7. **19.7 Entire Agreement:** This Agreement and the schedules or exhibits attached hereto or incorporated by reference, constitute the
entire agreement between the parties on the subject matter hereof and supersed e all prior agreements, communications and
understandings of any nature whatsoever, oral or written including any shrink wr ap license included with the Software. This Agreement may not be modified or waived orally and may be modified only in writing signed by duly authorized representatives of each party.

8. **19.8 Force Majeure:** Neither party will be liable for, or be considered to be in breach of or default under this Agreement (other than with respect to payment obligations) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, including denial-of-service attacks, strikes, shortages, widespread security breaches (e.g., heartbleed bug), riots, fires, flood, storm, earthquakes, explosions, acts of God, war, terrorism, and governmental action (**Force Majeure**) so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

9. **19.9 Compliance with Laws:** Customers will use the Xecurify Services and Documentation in compliance with all applicable laws and regulations. Xecurify will comply with all applicable laws and regulations in its performance of this Agreement.

10. **19.10 stroModification of Agreement:** The customer acknowledges that this Agreement may be amended or modified without prior notice to the customer by Xecurify from time to time and the customer further agrees to adhere and abide by such amendments and modifications .

11. **19.11 Governing Law:** This User Agreement shall be construed in accordance with the applicable **laws** of the USA. The Courts at Wyoming USA shall have exclusive jurisdiction in any proceedings arising out of this agreement.

12. **19.12 Signatures:** This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

BY SIGNING THIS AGREEMENT, THE CUSTOMER AGREES TO ABIDE BY THE TERMS AND CONDITIONS OF THE NON DISCLOSURE AGREEMENT AS WELL AS THE PRIVACY POLICY WHICH IS PUBLISHED ON THE MINIORANGE WEBSITE.