SAN BERNARDINO COUNTY

Contract Number
21-922

SAP Number

Innovation and Technology Department

Department Contract Representative	Jennifer Mancebo
Telephone Number	909-388-5579
Contractor	miniOrange Security Software Private Limited
Contractor Representative	
Telephone Number	
Contract Term	December 7, 2021, through December 6, 2026
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	Non-financial
Cost Center	1201004048

Briefly describe the general nature of the contract: *End User License Agreement with Xecurify Inc dba miniOrange Security Software Private Limited, for a subscription to the miniOrange software WordPress plugin, for the period of December 7, 2021, through December 6, 2026.*

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► *Bonnie Uphold*	►	►
Bonnie Uphold, Deputy County Counsel		
Date 11-9-2021	Date	Date

This End User License Agreement(EULA) is between **you ('either an individual or an entity')** 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. Customer and Xecurify hereby agree as follows

1. **GRANT OF LICENSE :**

Standard/Premium/Enterprise Version After you have purchased the Standard/Premium/Enterprise License with 100% advance payment for Plugin, and have received the file of Standard/Premium/Enterprise Version, you are licensed to install the Plugin only into the number of website(s) corresponding to the license you purchased. You may not duplicate the Plugin in whole or in part. You may not redistribute, modify or resold the Plugin in any way without the written permission of Xecurify Inc. You may not rent, lease, or lend the Plugin. You may not use the Plugin in any other Plugin or application that compete with products and services of Xecurify Inc.

The licenses purchased by you are perpetual and includes the maintenance for the 12 months from the date of purchase. This maintenance includes version updates, security fixes and compatibility issues. After 12 months, you are required to renew the license at 50% of the License Cost present at that time to avail the regular updates for the plugin and includes the basic email support. The technical support from the developers will be based on the active support plan renewed as per your business needs every year.

2. **YOUR MEMBERSHIP :**

During your purchase, we will create an account for you in our membership area. You must keep your login credentials secret. You may not distribute, give away, lend or re-sell it. We reserve the right to monitor levels of your membership activity and take any necessary action in the event of abnormal usage being detected.

3. **VERSION CHECK AND REGISTRATION :**

Service Provider automatically checks for updates to its core and all installed themes and Plugins. After you have purchased the Premium License, you will be provided with a unique license key. By entering your license key and registering the domain with the Plugin, you can update the Plugin in your Service Provider's dashboard. You must keep your license key secret. You may not distribute, give away, lend or re-sell it. We reserve the right to monitor levels of your key usage activity and take any necessary action in the event of abnormal usage being detected. * The word "Service Provider' means WordPress, Joomla, Drupal, AWS, Salesforce, etc.

4. **PRIVACY TERMS :**

Xecurify Server doesn't collect & store any personal data except registration & license data, Xecurify plugin serves for the login/transaction between your application/website and Identity Provider.

5. **RESTRICTIONS :**

Prohibition on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer,decompile, or disassemble the Plugin in any way without the written permission of Xecurify Inc.

6. **PROHIBITED USE :**

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

7. **TERMINATION :**

Without prejudice to any other rights, Xecurify Inc. may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such an event, you must destroy all copies of the Plugin.

8. **REFUND POLICY :**

At Xecurify, if the premium plugin you purchased is not working as advertised and you've attempted to resolve any issues with our support team, which couldn't get resolved, only then we will refund the amount given that the request has been raised within 10 working days of the purchase. Please email us at info@xecurify.com for any queries regarding the return policy.

9. **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.

10. **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

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11. **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.

12. **CHANGES TO THIS AGREEMENT** :

WE RESERVE THE RIGHTS TO MAKE CHANGES TO THIS AGREEMENT WITHOUT ANY PRIOR NOTICE AT OUR SOLE DISCRETION.

mini☉range

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+91 97178 45846 (India)

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Product

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OAuth / OpenID Connect Server (Https://Miniorange.Com/Openid-Connect)

Multi Factor Authentication (Https://Miniorange.Com/Two-Factor-Authentication-(2fa))

Adaptive Authentication (Https://Miniorange.Com/Fraud)

User Provisioning (Https://Miniorange.Com/User-Provisioning)

Directory Services (Https://Miniorange.Com/Directory_services)

Solutions

SAML Solutions (Https://Docs.Miniorange.Com/Saml-Solutions)

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2FA Solutions (Https://Docs.Miniorange.Com/2fa-Solutions)

Mobile Solutions (Https://Docs.Miniorange.Com/Mobile-Solutions)

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Federation Integrations (Https://Docs.Miniorange.Com/Federation-Integrations)

Windows Solutions (Https://Docs.Miniorange.Com/Windows-Solutions)

SSO Connectors (Https://Docs.Miniorange.Com/Sso-Connectors)

Secure Browser SSO (Https://Docs.Miniorange.Com/Secure-Browser-Solutions)

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- Videos (Https://Docs.Miniorange.Com/Demo)
- FAQs (Https://Faq.Miniorange.Com/)
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Company

- Overview (Https://Www.Miniorange.Com/Overview)
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