

## END USER LICENSE AGREEMENT

For: 'COM-SUR™', "THE SOFTWARE PRODUCT" - SEE END OF PAGE FOR VER. INFO.

**Preamble - Read Carefully**

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2. In addition to the terms and conditions herein, you agree as follows:

You acknowledge that HAYAGRIVA offers a trial period, which may be based on the number of days that THIS SOFTWARE PRODUCT can be tried by YOU, and/or based on the number of times that THIS SOFTWARE PRODUCT can be tried by YOU. Since YOU have had the opportunity of trying THIS SOFTWARE PRODUCT, YOU agree that you have satisfied yourself completely as to its utility for your needs, and that you are solely responsible for determining that it fulfils your needs.

#### **DEFINITIONS:**

The following definitions are applicable to this End User License Agreement: " THIS SOFTWARE PRODUCT" refers to the software program, the Content, and all other materials, regardless of the PRODUCT MEDIA, if any, which embodies it and whether received contemporaneously with this Agreement or thereafter, including fixes, updates, supplements, add-on components, validation codes, unless HAYAGRIVA provides other terms along with such software; "END USER" and/or "YOU" means the individual or entity who downloaded THIS SOFTWARE PRODUCT, or, as the case may, the individual or entity that paid for and/or authorized the downloading or installing of THIS SOFTWARE PRODUCT, and who is entering into/deemed to be entering into this Agreement; "INSTALL" means to setup THIS SOFTWARE PRODUCT to a hard disk drive or similar storage device if applicable; "PRODUCT MEDIA" refers to the medium in which or on which THIS SOFTWARE PRODUCT is embodied or contained, whether on a disk(s), CD-ROM(s), digital file(s), or pursuant to technology now known or hereinafter developed; "USE" means to access, install, run, display, download, copy or otherwise benefit from using the functionality of THIS SOFTWARE PRODUCT; "HAYAGRIVA" means the entity making available THIS SOFTWARE PRODUCT to the End User, irrespective of how THIS SOFTWARE PRODUCT is delivered (either through the Internet/download link, or through HAYAGRIVAs authorized RETAILERS, RESELLERS, DEALERS, DISTRIBUTORS, PARTNERS, AGENTS, and the like), under the terms and conditions of this Agreement.

#### **1. GRANT OF RIGHTS:**

HAYAGRIVA grants you the following rights provided that you comply with all terms and conditions of this EULA:

1.1 HAYAGRIVA hereby grants to you a personal non-exclusive, non-transferable, revocable, limited right to install and use THIS SOFTWARE PRODUCT, subject to the restrictions and terms set forth in this Agreement. Where applicable, such right may be time-based. For example, the right to use THIS SOFTWARE PRODUCT may be available for a specific period of time, and would be extended, at the discretion of HAYAGRIVA based on receipt of payment, and/or your acceptance of further terms and conditions.

1.2 You agree that HAYAGRIVA may audit your use of THIS SOFTWARE PRODUCT for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of THIS SOFTWARE PRODUCT by you is other than in full compliance with the terms of this Agreement, you shall reimburse HAYAGRIVA for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

1.3 THIS SOFTWARE PRODUCT is made available as a single product. Its component parts shall not be separated for use on more than one computer. The only right granted to you is the right to use the software and accompanying documentation (whether electronic or otherwise), in accordance with this Agreement. THIS SOFTWARE PRODUCT is protected by copyright and other intellectual property laws and treaties. HAYAGRIVA, HAYAGRIVA Affiliated Companies, and/or their licensors own the title, copyright, and other intellectual property rights in THIS SOFTWARE PRODUCT. For purposes of this Agreement, HAYAGRIVA Affiliated Companies (or HAYAGRIVA Affiliated Company) shall mean any person, branch, or entity controlling, controlled by or under common control with HAYAGRIVA, or a majority of the shareholders of HAYAGRIVA or a HAYAGRIVA Affiliated Company, whether now existing or formed in the future, together with any person, branch, or entity which may acquire such status in the future. All rights not expressly granted to you in this Agreement are specifically reserved to HAYAGRIVA, or to HAYAGRIVA's licensors as applicable. You do not receive or acquire any right, title, or interest to THIS SOFTWARE PRODUCT, and/or to any applicable intellectual property rights including patents, trademarks, copyrights, and/or trade secrets. You shall not remove or alter any proprietary notices, labels, or trademarks from/on THIS SOFTWARE PRODUCT or accompanying documentation.

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## **2. RESTRICTIONS:**

2.1 You shall not modify, translate, copy, reproduce, reverse engineer, disassemble, decompile, decrypt or otherwise derive source code from THIS SOFTWARE PRODUCT, any portion thereof or accompanying documentation, or use it as a basis for the preparation of other software programs or derivative works, or use it in any manner that infringes the intellectual property or other rights of HAYAGRIVA, and/or its licensors, and/or any other party, except as expressly permitted hereunder or under applicable law.

2.2 You shall not use, integrate, combine or otherwise exercise any rights under this Agreement in any manner that would render THIS SOFTWARE PRODUCT or any component thereof as Public Source Software. As used herein, "Public Source Software" means any software that (in whole or in part) includes, or is otherwise derived in any manner from, any software that is distributed under conditions that include: (i) licensees of such software are authorized to access, modify and make derivative works of the source code for the software; (ii) licensees of source code of such software are not obligated to maintain the confidentiality of such source code; and (iii) licensees of such software are required, even under limited circumstances, to grant licenses to the source code or derivative works thereof, which licenses include rights under the licensee's intellectual property.

2.3 THIS SOFTWARE PRODUCT in its entirety is protected by copyright and applicable intellectual property laws. THIS SOFTWARE PRODUCT also contains the trade secrets of HAYAGRIVA, its licensors, and third parties, and you shall not decompile, reverse engineer, disassemble, or otherwise reduce THIS SOFTWARE PRODUCT to human and/or AI (or such other current or to be developed technologies in the future)-perceivable form or disclose such trade secrets, or disable any functionality which limits the use of THIS SOFTWARE PRODUCT. You shall not attempt to modify, adapt, translate, rent, sublicense, assign, loan, resell for profit, distribute, or network THIS SOFTWARE PRODUCT, Disk(s), or related materials or create derivative works based upon THIS SOFTWARE PRODUCT or any part thereof.

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2.6 Provisions of "Privacy Policy"/"Terms of Use & Disclaimers", as disclosed on HAYAGRIVA's website [www.comsur.biz](http://www.comsur.biz), where relevant, will be applicable to you and form an integral part of this Agreement. Please ensure that you go through these provisions and their updates from time

to time on HAYAGRIVA's website [www.comsur.biz](http://www.comsur.biz). In case of any inconsistency between the provisions of the "Privacy Policy"/"Terms of Use & Disclaimers" and this AGREEMENT, the terms contained on the website shall apply.

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3.1 All title and intellectual property rights in and to THIS SOFTWARE PRODUCT (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, text, dialog, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, audio, video, images, photographs, methods of operation, moral rights, any related documentation), and 'applets' incorporated into THIS SOFTWARE PRODUCT, the accompanying printed materials (where applicable), are owned by HAYAGRIVA and/or its licensors, and are protected by applicable copyright or other intellectual property Laws and Treaties. Therefore, your actions in connection or related to THIS SOFTWARE PRODUCT must be in compliance with the terms of this Agreement. You shall not copy the printed materials (where applicable) accompanying THIS SOFTWARE PRODUCT.

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In order to install and/or use THIS SOFTWARE PRODUCT, certain requirements or specifications may have to be met - like Internet connectivity for product registration, minimum hardware configuration, specific software or operating system requirement etc. You also agree and permit HAYAGRIVA to install the necessary files, programs, etc. on your computer system in order for you to access and/or otherwise use THIS SOFTWARE PRODUCT. You are assumed to have unconditionally accepted these requirements, for use of THIS SOFTWARE PRODUCT. These requirements or specifications are also subject to change without notice.

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9.7 If you download the wrong software/program, you will not be entitled to exchange it for another software/program. So be careful when making your decision - make sure that you have clicked on the correct link for the software/program you wish to download.

9.8 STORAGE/ LIMITATIONS - The amount of storage space is limited to the extent of the hardware that may be in use by you. Also, THIS SOFTWARE PRODUCT may be capable of data creation and/or handling a limited amount of data. You agree that HAYAGRIVA is not responsible or liable for the deletion or failure to process or store data. HAYAGRIVA shall have no obligation to provide or maintain any Content in THIS SOFTWARE PRODUCT and/or your database. HAYAGRIVA shall also have no obligation to warn you in case your hardware and/or THIS SOFTWARE PRODUCT reach the maximum data limit, either due to limitations in THIS SOFTWARE PRODUCT, and/or the hardware and/or the database.

9.9 You understand that the technical processing and transmission of THIS SOFTWARE PRODUCT, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices, and that the full responsibility of this is that of the End User.

9.10 GENERAL PRACTICES REGARDING USE AND STORAGE - You acknowledge that HAYAGRIVA may establish general practices and limits concerning use of THIS SOFTWARE PRODUCT. You agree that HAYAGRIVA has no responsibility or liability for the deletion or failure to store any data and other communications or other Content maintained or transmitted by THIS SOFTWARE PRODUCT.

You further acknowledge that HAYAGRIVA reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. HAYAGRIVA shall also have no obligation to warn you in case your hardware and/or THIS SOFTWARE PRODUCT reach the maximum data limit, either due to limitations in THIS SOFTWARE PRODUCT, and/or the hardware and/or the database.

9.11 You further acknowledge that HAYAGRIVA reserves the right to add, modify, remove and/or

discontinue one or more features, functionalities, components, add-ons, services etc. in THIS SOFTWARE PRODUCT without notice, and without providing any reason therefor; and whether or not arising due to one or more hardware and/or software limitation factors, changes in terms and conditions of this Agreement, and/or those of third-party software/services used in conjunction with THIS SOFTWARE PRODUCT, and/or any other known or unknown factors arising at present or at any time in the future. You also agree to pay additional license costs in case HAYAGRIVA introduces one or more new and/or discontinued features, functionalities, components, add-ons, services etc. in THIS SOFTWARE PRODUCT whether or not part of an upgrade of THIS SOFTWARE PRODUCT.

#### **10. EQUITABLE REMEDIES:**

You hereby agree that HAYAGRIVA, and/or its licensors, and suppliers would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that HAYAGRIVA and/or its licensors, and suppliers shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as HAYAGRIVA and/or its licensors, and suppliers may otherwise have available to it under applicable laws.

#### **11. MISCELLANEOUS:**

11.1 Governing law and Venue - This Agreement shall be deemed to have been made and executed in Mumbai, India. This Agreement is governed by the laws of India. Each of the parties hereto irrevocably accepts the jurisdiction of the courts of India, and further agree to commence any litigation which may arise hereunder only in the courts located at Mumbai in India.

NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY, HAYAGRIVA, THE HAYAGRIVA AFFILIATED COMPANIES AND/OR THEIR LICENSORS AND SUPPLIERS SHALL NOT BE PREVENTED FROM ENFORCING THEIR RESPECTIVE OR COLLECTIVE INTELLECTUAL PROPERTY RIGHTS IN ANY APPROPRIATE JURISDICTION.

11.2 Modification - HAYAGRIVA reserves the right to modify the terms of this Agreement at any moment, and without prior notification, and/or in future releases of THIS SOFTWARE PRODUCT, and/or by way of notice on HAYAGRIVA's website [www.comsur.biz](http://www.comsur.biz).

11.3 Waiver - The waiver or failure of HAYAGRIVA, and/or its licensors, and suppliers to exercise in any respect any right provided for in this Agreement shall not be deemed as a waiver of a further right under this Agreement.

11.4 Non-Assignment - You shall not sell, assign, or transfer the rights/liabilities under this Agreement.

11.5 Partial Invalidity - In the event that any provision of this Agreement shall be held by a court or other tribunal to be invalid, the remaining portions of this Agreement shall remain in full force

and effect.

11.6 Except and to the extent stated in this Agreement, this Agreement constitutes and contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written Agreements.

11.7 If you are acquiring or using THIS SOFTWARE PRODUCT on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement.

11.8 End User shall pay any applicable taxes in respect of the rights granted and fees paid in connection with this Agreement.

11.9 The provisions, which by their nature are continuing, shall survive termination of this Agreement.

11.10 You confirm that you are mentally fit and are otherwise competent to enter into this Agreement.

## **12. EXPORT CONTROL:**

THIS SOFTWARE PRODUCT and the Content therein shall not be re-exported, downloaded or otherwise exported into (or to a national or resident of) any country to which India has embargoed goods. By installing THIS SOFTWARE PRODUCT, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. Further Export Controls may apply based on third-party development tools used by HAYAGRIVA for development of THIS SOFTWARE PRODUCT which you agree to comply with.

## **13. TERM AND TERMINATION:**

The term of this Agreement begins on your completing the downloading formalities, and/or opening of the package containing this SOFTWARE PRODUCT (where applicable) installing, accessing, or using this SOFTWARE PRODUCT. The duration of support services provided under this Agreement is subject to the terms specified in HAYAGRIVA's or the CP's offer, based on the version of the software you have purchased. This Agreement shall continue for as long as you use this SOFTWARE PRODUCT and are covered by the support services as per HAYAGRIVA's or CP's offer (subject to clause 11.9 herein above). The disclaimers of warranties and liability set forth herein shall continue in force even after any termination.

Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the terms and conditions of this agreement. Upon termination, you must uninstall this SOFTWARE PRODUCT, delete the same from your system, as well as destroy any accompanying documentation (where applicable).

#### **14. WAIVER:**

The waiver of, or failure to enforce, any breach or default by either party hereunder shall not constitute the waiver of any other or subsequent or continuing breach or default.

#### **15. TRANSLATIONS:**

This Agreement is prepared in the English language. In the event of a conflict between the English language version and any translated version, the English language version shall govern the parties' relationship. Any translation of this Agreement into any other languages shall be for convenience of reference only.

#### **16. THIRD PARTY SOFTWARE/SERVICES:**

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