

## End User License Agreement

For: 'COM-SUR™' "THE SOFTWARE PRODUCT"

### Preamble - Read Carefully

**NOTICE TO END USER: THIS IS A LEGAL AND BINDING AGREEMENT. PLEASE READ IT CAREFULLY. The text of this Agreement is also available at [www.comsur.biz](http://www.comsur.biz). THE SOFTWARE PRODUCT is copyrighted and made available subject to the terms and conditions stated below. In case THE SOFTWARE PRODUCT is provided, embodied on a media like a CD, by opening the package that contains the CD, you acknowledge that you have reviewed, and agree to, and accept all of the terms of this Agreement. In case THE SOFTWARE PRODUCT is being downloaded from the Internet, by completing the download formalities, you acknowledge that you have reviewed, and agree to, and accept all of the terms of this Agreement. If you are not willing to be bound by the terms and conditions of this Agreement, including the terms of third-party Agreements included in, or related to THE SOFTWARE PRODUCT, you should not, as the case may be, open the package or complete the download formalities.**

This End User License Agreement ("Agreement" or "EULA") for personal computer use only is a legal Agreement between you (either an individual or a single entity) and HAYAGRIVA SOFTWARE (P) LTD., MUMBAI, INDIA ('HAYAGRIVA') for the Hayagriva SOFTWARE PRODUCT identified above, which includes accompanying computer software (as an executable code), content, and where applicable, also includes associated media, printed materials, online or electronic documentation, and updates ("THE SOFTWARE PRODUCT"). An amendment or an addendum to this Agreement may accompany THE SOFTWARE PRODUCT. You agree to be bound by any accompanying amendment or addendum and any additional terms that accompany any UPDATES. If you do not agree to the additional terms that accompany such UPDATES, you should not install, copy, or otherwise use such UPDATES.

This Agreement sets forth the terms and conditions of the use of THE SOFTWARE PRODUCT. Third-party software and/or materials, if any, included in THE SOFTWARE PRODUCT may be subject to other terms and conditions included in a separate Agreement or materials which may accompany THE SOFTWARE PRODUCT or may be separately available at HAYAGRIVA's website [www.comsur.biz](http://www.comsur.biz). You agree to be bound by the terms and conditions of such third-party software Agreements in relation to such Third party software.

NOTE: 1. The terms of the EULA available at HAYAGRIVA's website [www.comsur.biz](http://www.comsur.biz) supersede the terms of any on-screen EULA found within THE SOFTWARE PRODUCT. This EULA is valid and grants the end-user rights, ONLY IF THE SOFTWARE PRODUCT is genuine. This EULA contains the complete Agreement between the parties with respect to the subject matter hereof, and

supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any written notification or document issued by you in relation to THE SOFTWARE PRODUCT made available hereunder shall be of no effect. The failure or delay of HAYAGRIVA, and/or its licensors and/or its suppliers to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach. No HAYAGRIVA dealer, affiliate, channel partner, agent, employee etc., other than those specifically authorized by HAYAGRIVA, is authorized to make any amendment to this EULA.

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 the SOFTWARE PRODUCT can be tried by YOU, and/or based on the number of times that the SOFTWARE PRODUCT can be tried by YOU. Since YOU have had the opportunity of trying the 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: "THE 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 THE SOFTWARE PRODUCT, or, as the case may, the individual or entity that paid for and/or authorized the downloading or installing of the SOFTWARE PRODUCT, and who is entering into/deemed to be entering into this Agreement; "INSTALL" means to setup THE SOFTWARE PRODUCT to a hard disk drive or similar storage device if applicable; "PRODUCT MEDIA" refers to the medium in which or on which THE 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 THE SOFTWARE PRODUCT; "HAYAGRIVA" means the entity making available THE SOFTWARE PRODUCT to the End User, irrespective of how the SOFTWARE PRODUCT is delivered (either through the Internet, or through HAYAGRIVA's authorised 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 limited Right to install and use THE SOFTWARE PRODUCT, subject to the restrictions and terms set forth in this Agreement. Where applicable, such Right may be time-based. For example, depending on the version, the right to use THE 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 THE SOFTWARE PRODUCT for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of THE 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 THE 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. THE 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 THE 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 THE 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 THE SOFTWARE PRODUCT or accompanying documentation.

1.4 UPGRADES: If this version of THE SOFTWARE PRODUCT is an upgrade from a previous version, HAYAGRIVA grants you the right to use either the current or prior version of THE SOFTWARE PRODUCT, and any prior version Agreement is replaced by this Agreement.

## **2. RESTRICTIONS:**

2.1 You shall not modify, translate, copy, reproduce, reverse engineer, disassemble, decompile, decrypt or otherwise derive source code from THE 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 THE 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 THE SOFTWARE PRODUCT in its entirety is protected by copyright laws. THE 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 THE SOFTWARE PRODUCT to human-perceivable form or disclose such trade secrets, or disable any functionality which limits the use of THE SOFTWARE PRODUCT. You shall not attempt to modify, adapt, translate, rent, sublicense, assign, loan, resell for profit, distribute, or network THE SOFTWARE PRODUCT, Disk(s), or related materials or create derivative works based upon THE SOFTWARE PRODUCT or any part thereof.

2.4 You shall not, in whole or in part, redistribute, copy, photocopy, reproduce, translate, transmit, modify, publish, adapt, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on THE SOFTWARE PRODUCT, or remove any Copyright, Trademark or other protective or proprietary notices or labels contained in THE SOFTWARE PRODUCT. You shall also not merge all or any part of THE SOFTWARE PRODUCT into another program.

2.5 You are prohibited from (i) redistributing, reselling, sub-licensing, renting, lending, leasing, granting a security interest in, transferring the reproductions of, the whole or any portion of THE SOFTWARE PRODUCT to a third party. (ii) exploiting THE SOFTWARE PRODUCT or any of its parts for any commercial purpose including, but not limited to, use at a cyber café, use on a time-sharing basis, use in a service bureau facility, computer gaming center or any other location-based site; and (iii) hosting or providing matchmaking services for THE SOFTWARE PRODUCT or adding components to THE SOFTWARE PRODUCT, using of a utility program or any other techniques now known or hereafter developed, for any purpose including, but not limited to, network play over the Internet, network play utilizing commercial or non-commercial gaming networks, or as part of content aggregation networks.

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.

### **3. INTELLECTUAL PROPERTY RIGHTS:**

3.1 All title and intellectual property rights in and to THE 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 THE 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, you must treat THE SOFTWARE PRODUCT like any other copyrighted material. You shall not copy the printed materials (where applicable) accompanying THE SOFTWARE PRODUCT.

3.2 HAYAGRIVA and/or its licensors, suppliers may act against you to protect their rights in the event of any violation of this Agreement.

3.3 You acquire no rights with respect to THE SOFTWARE PRODUCT, except as stated in this Agreement. All rights not expressly granted herein are reserved by HAYAGRIVA and/or HAYAGRIVA's licensors as may be applicable.

### **4. SPECIAL REQUIREMENT:**

In order to install and/or use THE 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 THE SOFTWARE PRODUCT. You are assumed to have unconditionally accepted these requirements, for use of THE SOFTWARE PRODUCT. These requirements or specifications are also subject to change without notice.

### **5. DISCLAIMER OF WARRANTY:**

HAYAGRIVA AND/OR ITS LICENSORS, SUPPLIERS PROVIDE THE SOFTWARE PRODUCT (AND CONTENT CONTAINED THEREIN) "AS IS AND WITH ALL FAULTS" AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, NOW AND FOREVER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OF LACK OF NEGLIGENCE, OF TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES,

INFORMATION, SOFTWARE AND RELATED CONTENT THROUGH THE SOFTWARE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE PRODUCT. THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT, IF ANY, REMAINS WITH YOU.

HAYAGRIVA AND/OR ITS LICENSORS, SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE PRODUCT IS ERROR-FREE/VIRUS-FREE OR WILL OPERATE WITHOUT INTERRUPTION. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. THE SOFTWARE IS NOT DESIGNED, INTENDED FOR USE FOR ANY KIND OF CRITICAL APPLICATIONS REQUIRING FAIL-SAFE CONTROLS. HAYAGRIVA SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES. HAYAGRIVA AND/OR ITS LICENSORS, AND/OR ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HAYAGRIVA SPECIFICALLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY LIMITATIONS OR REDUCTION IN, OR LOSS OF EFFICIENCY OR ANY FAILURE TO PERFORM OF THE SOFTWARE PRODUCT ARISING FROM OR RELATED TO ANY CHANGES IN THE HARDWARE OR SOFTWARE PLATFORMS WITHIN WHICH THE SOFTWARE PRODUCT OPERATES OR WITH WHICH THE SOFTWARE PRODUCT INTERACTS. YOU AGREE THAT THESE ARE NOT WITHIN THE REASONABLE CONTROL OF HAYAGRIVA.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HAYAGRIVA, ITS DEALERS, DISTRIBUTORS, ALLIANCE PARTNERS, AGENTS, OTHER BUSINESS ASSOCIATES, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN. HAYAGRIVA SHALL HAVE NO RESPONSIBILITY IF THE SOFTWARE HAS BEEN ALTERED IN ANY WAY, OR FOR ANY FAILURE THAT ARISES OUT OF USE OF THE SOFTWARE WITH OTHER THAN A RECOMMENDED HARDWARE CONFIGURATION, PLATFORM OR OPERATING SYSTEM.

HAYAGRIVA AND ITS DEALERS, DISTRIBUTORS, ALLIANCE PARTNERS, AGENTS, BUSINESS ASSOCIATES, DIRECTORS AND EMPLOYEES DO NOT PROVIDE OR MAKE ANY ASSUMPTIONS/GUARANTEES/WARRANTIES WHATSOEVER INCLUDING THOSE OF CRIME OR LOSS PREVENTION OR BUSINESS OR REVENUE IMPROVEMENT, OR RISK MITIGATION OR CRIME SOLVING OR THE LIKE; AND NO SUCH ASSUMPTIONS OR WARRANTIES OR GUARANTEES ARE TO BE INFERRED FROM ANY SALES OR OTHER MATERIALS PROVIDED OR ACCESSIBLE TO YOU.

## **6. DISCLAIMER OF LIABILITY:**

IN NO EVENT SHALL HAYAGRIVA OR, WHERE APPLICABLE, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, DIRECTORS OR SUPPLIERS BE LIABLE IN ANY WAY FOR ANY DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR

BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE, MALFUNCTION OF COMPUTER OR COMPUTER SYSTEM, LOSS OF CONFIDENTIAL OR BUSINESS INFORMATION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE OR ANY AND ALL OTHER PECUNIARY DAMAGES OR OTHER LOSSES WHATSOEVER) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, OR THE PROVISION OF, OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENT THROUGH THE SOFTWARE PRODUCT, OR OTHERWISE ARISING OUT OF OR THE USE OF THE SOFTWARE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF HAYAGRIVA AND/OR ITS LICENSORS, SUPPLIERS, EVEN IF HAYAGRIVA AND/OR ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, DIRECTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END USER IS SOLELY RESPONSIBLE FOR SELECTION OF THE SOFTWARE PRODUCT TO ACHIEVE END USER'S INTENDED RESULTS OR FOR PARTICULAR APPLICATIONS AND SYSTEMS. HAYAGRIVA IS NOT RESPONSIBLE FOR LOST OR STOLEN SOFTWARE.

## **7. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, in no event (including negligence) shall Hayagriva, its officers, directors, members, parents, affiliates, subsidiaries, licensees, assigns, successors, agents, representatives, employees or licensors be liable for any damages whatsoever (including, without limitation, damages arising out of an action under contract, negligence or any other theory and damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss, incidental damages, consequential damages, punitive damages, exemplary damages), whether or not Hayagriva has been advised of the possibility of such damage, arising out of or in connection with this EULA and/or the use of the SOFTWARE PRODUCT. In no event shall Hayagriva's total liability under this EULA or relating to the use of the SOFTWARE PRODUCT from all causes of action and under all theories of liability exceed US \$ 0.01 (United States One Cent Only).

## **8. INDEMNIFICATION:**

You agree to defend, indemnify and hold HAYAGRIVA and its licensors, suppliers, subsidiaries, affiliates, officers, agents, employees, co-brands and other partners, harmless from any action, claim, proceeding or demand, cost or expense including reasonable attorneys' fees, made by any third party due to or arising out of the following:

- Your use of THE SOFTWARE PRODUCT, violation of term(s) of this Agreement, your violation of any rights of another,

- Content that you create, generate, save, submit, upload, post, incorporate, and/or transmit through THE SOFTWARE PRODUCT or your connection to THE SOFTWARE PRODUCT.

## **9. OTHER DISCLAIMERS:**

9.1 The clauses included in the "Privacy Policy" and "Terms of Use & Disclaimers" if any, on HAYAGRIVA's website [www.comsur.biz](http://www.comsur.biz) are applicable to you and, therefore, you MUST go through the clauses therein and their updates.

9.2 The utilization of any Content, data, or information received by you from the utilization of THE SOFTWARE PRODUCT is at your sole and absolute risk. In particular, you alone shall be responsible for, and to ensure that you have the adequate rights and/or permissions to capture Images including Screenshots from videos whether online or offline and/or from any source that is visible on your computer's desktop. HAYAGRIVA, and/or its licensors, and suppliers attempt to be as accurate as is commercially reasonable. However, HAYAGRIVA and/or its licensors, and suppliers do not warrant that THE SOFTWARE PRODUCT or its Contents are fit for use/consumption for all ages, accurate, complete, reliable, current, or free from virus, technical or typographical or other errors. HAYAGRIVA, and/or its licensors, and/or suppliers specifically disclaim and deny any responsibility for the completeness, accuracy, or quality of Content provided in THE SOFTWARE PRODUCT.

9.3 Changes may be made from time to time, without notice, to the information on THE SOFTWARE PRODUCT and/or to the terms of this Agreement.

9.4 You agree that HAYAGRIVA, and/or its licensors, and/or suppliers ARE NOT RESPONSIBLE IN ANY WAY FOR ANY LIABILITY ARISING OUT OF CONTENT CREATED, GENERATED, SAVED, SUBMITTED, UPLOADED, POSTED, INCORPORATED, AND/OR TRANSMITTED BY YOU THROUGH THE SOFTWARE PRODUCT AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT.

9.5 HAYAGRIVA and/or its licensors, and suppliers also do not take any responsibility whatsoever, now or in the future and forever, for the non-functioning of THE SOFTWARE PRODUCT caused by hardware and/or software limitation factors and/or caused by any other known or unknown factors.

9.6 The SOFTWARE PRODUCT lets you capture Images including Screenshots at periodic time intervals as decided by you. You acknowledge that this functionality may or may not capture the requisite number of Images including Screenshots for a given time period due to hardware and/or software limitation factors and/or by any other known or unknown factors.

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, THE 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 THE SOFTWARE PRODUCT and/or your database. HAYAGRIVA shall also have no obligation to warn you in case your hardware and/or the SOFTWARE PRODUCT reach the maximum data limit, either due to limitations in the SOFTWARE PRODUCT, and/or the hardware and/or the database.

9.9 You understand that the technical processing and transmission of THE 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 THE 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 THE 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 the SOFTWARE PRODUCT reach the maximum data limit, either due to limitations in the 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 the 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 the 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 the SOFTWARE PRODUCT whether or not part of an upgrade of the 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 THE 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 THE 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:**

THE 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 THE 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 THE SOFTWARE PRODUCT.

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

The term of this Agreement begins on your completing the downloading formalities, and/or opening of the package containing THE SOFTWARE PRODUCT (where applicable) installing, accessing, or using THE SOFTWARE PRODUCT.

This Agreement shall continue for as long as you use THE SOFTWARE PRODUCT (subject to clause 12.9 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 THE 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:**

THE SOFTWARE PRODUCT may contain, or provide links to or be used in conjunction with, third-party software/services, which may bear/require notices and/or stipulate additional terms and conditions. Such required third-party software/services notices and/or additional terms and conditions are deemed to be a part of this EULA. By accepting this EULA, you would then also

be accepting such additional terms and conditions. HAYAGRIVA assumes no responsibility, inter alia, for the satisfactory functioning of such third party software/services and/or any other damage that may be caused either to THE SOFTWARE PRODUCT or to your computer system from use of one or more third-party SOFTWARE PRODUCTS/SERVICES that you may use within and/or in conjunction with THE SOFTWARE PRODUCT. Further, HAYAGRIVA assumes no responsibility for the failure of the functioning and/or temporary and/or permanent discontinuation and/or stoppage of one or more features that THE SOFTWARE PRODUCT enables that relate to one or more third-party software and/or services.

#### **17. LINKS TO THIRD PARTY SITES:**

You may link to third party sites and/or services through the use of THE SOFTWARE PRODUCT. The third party sites are not under the control of HAYAGRIVA, and HAYAGRIVA is not responsible for the content of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. HAYAGRIVA is not responsible for webcasting or any other form of transmission received from any third party sites. HAYAGRIVA is providing these links to third party sites to you, only as a convenience, and the inclusion of any link does not imply an endorsement by HAYAGRIVA of the third party site.

#### **18. ADVERTISEMENTS AND THE LIKE:**

THE SOFTWARE PRODUCT may display advertisements, promotions, bargains, endorsements, offers, deals and so on from one or more third parties. HAYAGRIVA is not responsible for the content of these advertisements, promotions, bargains, endorsements, offers, deals, and so on. HAYAGRIVA assumes no responsibility, inter alia, for the satisfactory functioning of the said advertisements, promotions, bargains, endorsements, offers, deals, and so on, when you access the same through the SOFTWARE PRODUCT. It might be possible that clicking on the said advertisements, promotions, bargains, endorsements, offers, deals, and so on, may link to third party sites and/or services.

These third party sites and/or services are not under the control of HAYAGRIVA, and HAYAGRIVA is not responsible for the content of any third party sites, any further links contained in third party sites, or any changes or updates to third party sites.

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