

SQUIRREL COMPLIANCY SOLUTIONS, INC

End-User License Agreement

IMPORTANT

PLEASE READ THIS SQUIRREL COMPLIANCY SOLUTIONS, INC END-USER LICENSE AGREEMENT (HEREINAFTER REFERRED TO AS THE “AGREEMENT”) CAREFULLY BEFORE USING OR TRYING TO ATTEMPT TO USE THIS SQUIRREL COMPLIANCY SOLUTIONS, INC PRODUCT COMPRISING OF BUT NOT LIMITED TO:

1. A Security Service Product. Detailed description of the product is available via website or in the user manual provided to END-USER licensee.

(THE ABOVE POINTERS TOGETHER AND INDIVIDUALLY CONSTITUTE & HEREINAFTER REFERRED TO AS THE “PRODUCT”).

BY USING THIS PRODUCT OR BY ACCEPTING SQUIRREL COMPLIANCY SOLUTIONS, INC PRODUCT USAGE AGREEMENT POLICY OR ATTEMPTING TO LOAD THE PRODUCT IN ANY WAY, (SUCH ACTION WILL CONSTITUTE A SYMBOL OF YOUR CONSENT AND SIGNATURE), YOU ACKNOWLEDGE AND ADMIT THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT ONCE ACCEPTED BY “YOU” [AS AN INDIVIDUAL (ASSUMING YOU ARE HAVING LEGAL CAPACITY TO ENTER INTO AN AGREEMENT), OR THE COMPANY OR ANY LEGAL ENTITY THAT WILL BE USING THE PRODUCT (HEREINAFTER REFERRED TO AS 'YOU' OR 'YOUR' FOR THE SAKE OF BREVITY)] SHALL BE A LEGALLY ENFORCEABLE AGREEMENT BETWEEN YOU AND SQUIRREL COMPLIANCY SOLUTIONS, INC, USA (HEREINAFTER REFERRED TO AS “SQUIRREL COMPLIANCY SOLUTIONS, INC” Or “Company”) FOR THE PURPOSE OF DOWNLOADING THE APPLICATION AND AVAILING THE BENEFITS FOR USAGE OF PRODUCT A PROPRIETARY PRODUCT/APPLICATION DEVELOPED BY SQUIRREL COMPLIANCY SOLUTIONS TO ACT AS COMPLIANCY SOLUTIONS SUPPORTING VARIOUS COMPLIANCY/RISK MANAGEMENT FRAMEWORKS.

YOU SHALL HAVE THE RIGHTS TO USE THE PRODUCT FOR YOUR OWN USE SUBJECT TO THE TERMS AND CONDITIONS MENTIONED IN THIS AGREEMENT OR AS AMENDED BY SQUIRREL COMPLIANCY SOLUTIONS, INC FROM TIME TO TIME. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS BELOW, DO NOT USE THIS PRODUCT IN ANY WAY AND PROMPTLY RETURN IT OR DELETE ALL THE COPIES OF THIS PRODUCT IN YOUR POSSESSION.

In consideration of payment of the License Fee, evidenced by the Payment Receipt, SQUIRREL COMPLIANCY SOLUTIONS, INC grants You, a non-exclusive and non-transferable right for your own use only. SQUIRREL COMPLIANCY SOLUTIONS, INC reserves all rights not expressly granted, and retains the Intellectual Property Rights, Proprietary Rights, title and ownership of the PRODUCT, including all subsequent copies in any media. You may only use the SQUIRREL COMPLIANCY SOLUTIONS, INC This PRODUCT and the enclosed documents are the property of SQUIRREL COMPLIANCY SOLUTIONS, INC and are copyrighted. Copying of the PRODUCT or the enclosed documents is expressly forbidden. License Fees paid to SQUIRREL COMPLIANCY SOLUTIONS, INC is considered only towards a non-exclusive and non-transferable right to use "SQUIRREL COMPLIANCY SOLUTIONS, INC" PRODUCT.

1. Definitions

- A. **"Distributors"** means the authorized distributors, sub-distributors of SQUIRREL COMPLIANCY SOLUTIONS, INC, selling SQUIRREL COMPLIANCY SOLUTIONS, INC range of products, including sales through Internet.
- B. **"License period"** means the period as more particularly described in this Agreement.
- C. **"Device"** means the personal digital assistants, tablets, computers, smartphones, handheld devices, or other electronic devices, hardware for which the PRODUCT is specifically designed (for which, system requirements have been described particularly in the user manual or on our website www.squirrelcompliance.com) on which the PRODUCT will be installed and/or used.
- D. **"Normal working hours"** shall mean 08:00 a.m. to 5:00 p.m. Eastern Standard Time (EST) on business days and "Working Days" means Mondays to Fridays inclusive, but excluding federal and public holidays in The United States of America.
- E. **"Support"** means the Technical Assistance in order to use the PRODUCT, provided by SQUIRREL COMPLIANCY SOLUTIONS, INC, which may or may not be chargeable to you. For more details, please refer to www.squirrelcompliance.com
- F. **"Updates"** means collections of any or all definition files necessary to keep the system upgraded including the corrections, improvements or modifications to the PRODUCT.
- G. **"Upgrades"** means any correction, improvement, modification or yearly enhancements in the form of the new version of the PRODUCT, which SQUIRREL COMPLIANCY SOLUTIONS, INC generally releases.

- H. “User Manual”** means the user guide, help guide, and other documentation provided with the PRODUCT, updated agreements provided on the website of SQUIRREL COMPLIANCY SOLUTIONS, INC (www.squirrelcompliance.com), explanatory or other materials as provided from time to time by SQUIRREL COMPLIANCY SOLUTIONS, INC
- I. “You”** means the “End User” which means:
- i.** An individual (such an individual) installing/using/legally acquiring the right to use this PRODUCT on his/her own behalf and every other person (whether authorized or not by such an individual) who uses/has the possession of the device on which the PRODUCT is installed and activated; or
 - ii.** An organization (including but not limited to a partnership, joint venture, Limited Liability partnership, Limited Liability Company, Company of any nature, Trust, Governmental Authority, Unincorporated Organization, Association of Persons) or any person (such person) who have been authorized by such an organization to download, install, use the PRODUCT, accept the Agreement on behalf of the organization and every other person (whether authorized or not by such person) who uses/has the possession of the Device on which the PRODUCT is installed and activated.

2. Do's & Don'ts

A. You can:

- i.** Make copy of the PRODUCT for backup purpose or for the purpose of sharing through various means (and such backup copy must be destroyed when you lose the right to use the PRODUCT or is terminated for any other reason according to the legislation in force in the country of your principal residence or in the country where you are using the PRODUCT) and replace lost, destroyed, or becomes unusable.
- ii.** Install or access the PRODUCT on device(s) via license in accordance with the package purchased. The Company shall issue a license for specified number of devices enabling access of the PRODUCT through said limited number of devices. Use one copy of the PRODUCT on a single device. In case of multiuser pack, use the PRODUCT only on the said number of devices as permitted.

B. You cannot:

- i.** Emulate or adapt any portion of the PRODUCT.
- ii.** Sublicense, rent, or lease any portion of the PRODUCT.
- iii.** Try making an attempt to reveal/discover the source code of the PRODUCT.

- iv. Debug, decompile, disassemble, modify, translate, or reverse engineer the PRODUCT.
- v. Create derivative works based on the PRODUCT or any portion thereof with sole exception of a non-waivable right granted to you by any applicable legislation.
- vi. Remove or alter any copyright notices or other proprietary notices or statutory notices on any copies of the PRODUCT.
- vii. Reduce any part of the PRODUCT to human readable form.
- viii. Use the PRODUCT in the creation of data or PRODUCT used for detection, blocking or treating threats described in the user manual.
- ix. Use for unlicensed and illegal purpose.

3. Activation

- A. SQUIRREL COMPLIANCY SOLUTIONS, INC warns you that in the process of installation of the PRODUCT, the other security products/PRODUCT installed on your computer may get uninstalled or be disabled if the same are not compatible with the SQUIRREL COMPLIANCY SOLUTIONS, INC PRODUCT. SQUIRREL COMPLIANCY SOLUTIONS, INC expressly disclaims any loss of data, loss of profits during such installation. If you modify your device or make alterations/modifications to other vendors' PRODUCT installed on it, you may be required to repeat activation of the PRODUCT or installation of license key file or may need to contact SQUIRREL COMPLIANCY SOLUTIONS, INC support for help. SQUIRREL COMPLIANCY SOLUTIONS, INC reserves the right to verify the validity/legality of the license and PRODUCT.
- B. There are technological measures in this product that are designed to prevent unlicensed or illegal use of the product. You agree that we may use those measures. You agree that the SQUIRREL COMPLIANCY SOLUTIONS, INC PRODUCT may use the measures that can control and prevent piracy of PRODUCT.

4. License Terms & Conditions

- A. You are entitled to use this PRODUCT from the date of purchase/license activation date till the end of the period for which the license is purchased.
- B. By virtue of purchasing license for the PRODUCT, you are either entitled for:
 - i) Receiving sale in form of licensing of PRODUCT for a limited period of time and on limited number of devices used for compliancy solutions supporting various compliance/risk management frameworks _____ is accessible to download, install and use application on a computer system/network; OR;

- ii) Monthly/Annual subscription rental based access to PRODUCT device used for its intended usage as explained in the agreement.
- C. You understand, agree, and accept that you are entitled for updates via Internet and technical support via the telephone for the duration of the license period.
- D. You agree and understand that any unauthorized usage of this PRODUCT or breach of any or all terms and conditions stated in the Agreement shall result in automatic and immediate termination of this Agreement as granted hereunder. Further, this may result in criminal and/or civil action by SQUIRREL COMPLIANCY SOLUTIONS, INC and/or its agents against you including but not limited to the right to block the key file/license key/product key without any prior intimation/notice to you. No refund will be paid to you in this regard.

5. General Disclaimers

- A. You agree, accept, and acknowledge:
 - i. That you are solely responsible for the configuration of the PRODUCT, settings, and the actions or inactions that result from such actions and SQUIRREL COMPLIANCY SOLUTIONS, INC shall not have and shall assume no liability/responsibility in any case and the Clause of Indemnification (Clause 10) shall be applicable.
 - ii. That SQUIRREL COMPLIANCY SOLUTIONS, INC shall not have and shall assume no liability/responsibility for any data deletion, including but not limited to any deletion/loss of personal, and/or confidential data; and/or uninstallation of third-party apps; and/or change in settings; specifically authorized by you or occurs due to the actions, inactions (whether intentional or not) by you or any third party whom you have authorized to use, handle your device due to features of this PRODUCT.
 - iii. That to avail/use certain features of the PRODUCT such as updates and upgrades, you may be required to incur certain costs and that SQUIRREL COMPLIANCY SOLUTIONS, INC does not warrant that the usage of certain features of the PRODUCT are free of cost and that SQUIRREL COMPLIANCY SOLUTIONS, INC shall not entertain and expressly disclaims, any claim for reimbursement of any expenses including but not limited to any direct or incidental expenses arising out of your usage of such features of this PRODUCT.
 - iv. That you are solely responsible and shall comply with all applicable laws, regulations of United States Of America and any applicable foreign/trans-national laws including without limitation, privacy, data protection, obscenity, confidentiality, copyright laws for using any report, data, information derived as a result of using this PRODUCT.

- v. That while using this PRODUCT, SQUIRREL COMPLIANCY SOLUTIONS, INC suggests some actions to be initiated by you in your sole benefit, for example “SQUIRREL COMPLIANCY SOLUTIONS, INC PRODUCT may suggest you to uninstall the <said> files”, however such actions are suggestive and SQUIRREL COMPLIANCY SOLUTIONS, INC takes no responsibility/liability if you perform such suggestive actions or not and SQUIRREL COMPLIANCY SOLUTIONS, INC assumes no responsibility/liability for any result or liability arising out of such actions/inactions.
- vi. SQUIRREL COMPLIANCY SOLUTIONS, INC may collect, use, and transfer information concerning your use of the Apps. You may choose to allow us to access certain data on your device, such as surveys, and support communication or enable specific features. The company may allow you to limit the collection of certain data within the product privacy settings for those operating within closed environments.
- vii. Subject to the terms hereof, we grant you access to our Services. This includes the right to:
 - a. Stream clinical data as a result of machine usage
 - b. Save the data generated and related to user’s clinical usage
 - c. Send data on cloud and mobile device
 - d. Use all related security functionality that our product may provide
 - e. High security environments can enable or disable functions to limit data leakage, but it may impact software functionality.

6. Support

SQUIRREL COMPLIANCY SOLUTIONS, INC offers technical support to assist you in the usage of this PRODUCT, for example, the technical support team may, at your discretion, take remote access of your computer. The availing of this support will be solely at your discretion and you are solely responsible to take backup of the existing data/PRODUCT/programs in your device before availing such a support and you are liable to bear all the direct, indirect, and consequential cost associated to it. SQUIRREL COMPLIANCY SOLUTIONS, INC will not be held responsible for any loss of data, any kind of direct/indirect/consequential loss or damage to data/property arising during this entire process. If at any point of time the Technical Support team is of the opinion that it is beyond their scope, it will be the sole discretion of SQUIRREL COMPLIANCY SOLUTIONS, INC to suspend, cease, terminate, or refuse such support as SQUIRREL COMPLIANCY SOLUTIONS, INC does not claim any warranty and/or guarantee of any kind in providing the support feature.

7. Email/Electronic Communication

Once you download and register the PRODUCT, SQUIRREL COMPLIANCY SOLUTIONS, INC may communicate with you on the contact information submitted during the registration process through email or any other electronic communication device. The communication can be for the purpose of product renewal or product verification for your convenience.

8. Updates & Upgrades

As a registered user, you are entitled to receive updates and version upgrade as and when released free of cost during the license period, subject to the terms and conditions mentioned herein.

9. Data Privacy

SQUIRREL COMPLIANCY SOLUTIONS, INC PRODUCT may collect the following information which may or may not contain any personally identifiable information either with or without your discretion/permission solely for statistical purpose or enhancing and evaluating the ability, effectiveness, and performance of SQUIRREL COMPLIANCY SOLUTIONS, INC's product in identifying and/or detecting the malicious behavioral pattern, inherently fraudulent websites and other Internet security threats/risks. The information may be used to provide SQUIRREL COMPLIANCY SOLUTIONS, INC and better technical support to the legitimate customers.

Password entered by the end users during registration is not stored on SQUIRREL COMPLIANCY SOLUTIONS, INC server. This information will not be correlated with any personally identifiable information except as herein stated and shall include, but not limited to:

- A.** Any type of executable files which the PRODUCT may identify having a potentially malware behavioral pattern.
- B.** Any type of information relating to the status of the PRODUCT.
- C.** Any type of URLs of websites visited that the PRODUCT deems inherently and potentially fraudulent.
- D.** Any type of information that PRODUCT deems potentially fraudulent, posing security risks/threats.
- E.** Any type of information for identifying the Media Access Control (MAC) address of the computer on which the PRODUCT has been installed.
- F.** Any type of information for identifying the Internet Protocol (IP) address and information required for effective license administration and enhancing product functionality and usability.

- G.** You admit that the information/data as collected above can be used for analyzing, preventing and detecting the potential Internet security risks, publishing any type of data/reports/presentations on the trends collected, sharing the data to create awareness with any organizations, vendors.

10. Indemnification

- A.** You expressly understand, admit, agree, and warrant that in no event shall SQUIRREL COMPLIANCY SOLUTIONS, INC and/or any of its directors, employees, agents, partners, distributors be liable from any and against all claims, expenses, suits, costs, demands, judgments whatsoever made by you and/or any third party for any direct, indirect, incidental, special, punitive, consequential and/or exemplary damages including, but not limited to damages for loss of business/profits, damages for loss of confidential/other information, failure to meet any statutory duty/duty of reasonable care/duty in good faith, economic/notional loss, loss for business interruption, goodwill, damage and loss of data or programs, or other intangible losses (even if SQUIRREL COMPLIANCY SOLUTIONS, INC has been advised of the possibility of such damages), to the fullest extent permissible by law:
- i.** Arising due to your usage of this PRODUCT;
 - ii.** Your negligence or inability of using the PRODUCT or support;
 - iii.** Any dispute between you and third party with respect to availing this PRODUCT;
 - iv.** Your violation of any rights of any other individual and/or entity;
 - v.** Your breach of the Agreement;
 - vi.** Your violation of any provisions under any laws/statutes/acts in The United States of America or abroad;
 - vii.** The failure of SQUIRREL COMPLIANCY SOLUTIONS, INC to provide support service or any other service/information.
- B.** This limitation will apply to all causes of action whether arise in equity or tort, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and hereby release SQUIRREL COMPLIANCY SOLUTIONS, INC and/or its directors, employees, agents, distributors from any and all obligations, liabilities in excess of the limitation stated herein.
- C.** In the event, SQUIRREL COMPLIANCY SOLUTIONS, INC and/or its directors, agents, employees, distributors are found liable, you understand and accept that the liability of SQUIRREL COMPLIANCY SOLUTIONS, INC and/or its directors, agents, employees, distributors shall be

limited only up to and not exceed in any case the License Fee incurred by you in acquiring the PRODUCT from SQUIRREL COMPLIANCY SOLUTIONS, INC or its distributors/agents. This Clause shall survive the termination of this Agreement.

11. Limited Warranty and Disclaimers

- A. Media Warranty:** As the only warranty under this Agreement, and in the case of accident, abuse or misapplication, SQUIRREL COMPLIANCY SOLUTIONS, INC warrants to the original Licensee only, that the medium(s) on which the PRODUCT is recorded is free from defects in the materials and workmanship under normal use and service for a period of thirty (30) days from the date of payment as evidenced by a copy of the payment receipt. SQUIRREL COMPLIANCY SOLUTIONS, INC's only obligation under this Agreement is, at SQUIRREL COMPLIANCY SOLUTIONS, INC's option, to either (a) return payment as evidenced by a copy of the receipt or (b) replace the medium that does not meet SQUIRREL COMPLIANCY SOLUTIONS, INC's limited warranty and which is returned to SQUIRREL COMPLIANCY SOLUTIONS, INC with the copy of the receipt.

Note: This media warranty does not apply to customers who have downloaded the SQUIRREL COMPLIANCY SOLUTIONS, INC PRODUCT online through SQUIRREL COMPLIANCY SOLUTIONS, INC or its partner websites.

- B. Performance Warranty** This PRODUCT provided by SQUIRREL COMPLIANCY SOLUTIONS, INC is "AS IS" and "AS AVAILABLE" without warranty of any kind, expressed or implied, including but not limited to the implied warranties of merchantability, fitness, usage, performance, satisfactory quality, integration, applicability for a particular use and any other warranties are disclaimed to the fullest extent permissible pursuant to the applicable law.

SQUIRREL COMPLIANCY SOLUTIONS, INC warrants that the Licensed PRODUCT, as delivered by SQUIRREL COMPLIANCY SOLUTIONS, INC will conform to the descriptions in the user manual. However, SQUIRREL COMPLIANCY SOLUTIONS, INC does not offer any warranty regarding the performance of PRODUCT and shall not entertain any claim regarding the same. SQUIRREL COMPLIANCY SOLUTIONS, INC MAKES NO WARRANTIES OR CLAIMS THAT THE LICENSED PRODUCT, OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT THE USE OF THE LICENSED PRODUCT, OPERATION, CONTENT UPDATES, AND UPGRADES WILL BE ERROR-FREE OR UNINTERRUPTED.

You understand and accept that this PRODUCT will substantially perform according to the specifications and descriptions as stated in the user manual, as updated from time to time, subject to the following and SQUIRREL COMPLIANCY SOLUTIONS, INC expressly disclaims any and all liabilities arising from the following circumstances:

- i. Incompatibility caused by any PRODUCT and/or hardware components installed on your device;
 - ii. Any actions initiated by you or by third parties which were beyond the control of SQUIRREL COMPLIANCY SOLUTIONS, INC;
 - iii. Any failures, malfunctions, defects resulting from abuse, improper installation, theft, misuse, accident, operation or maintenance, acts of God, alteration, power failures, casualty, repairs made by any party other than SQUIRREL COMPLIANCY SOLUTIONS, INC, alterations, neglect, non-permitted modifications, acts of terrorism, and vandalism;
 - iv. The deficiencies, defects in your device and related infringements;
 - v. Your violations of the terms and conditions described in the user manual or in this Agreement.
 - vi. Inability of SQUIRREL COMPLIANCY SOLUTIONS, INC support service to provide uninterrupted support, in a timely manner, or inability to meet any or all of your support requirements.
- C. Third-Party Website Links: This PRODUCT may include links to the third-party websites; you may redirect to such third-party websites as the user of this PRODUCT. The third-party sites are not under the control of SQUIRREL COMPLIANCY SOLUTIONS, INC and SQUIRREL COMPLIANCY SOLUTIONS, INC is not responsible for the content of any third-party websites and/or any links contained in the third-party websites. SQUIRREL COMPLIANCY SOLUTIONS, INC is providing these links to the third-party websites to you only for your convenience and SQUIRREL COMPLIANCY SOLUTIONS, INC is not responsible for any kind of loss/ damage arising out of it and the access to or any other act on such third party links shall be entirely at your risk.

12. Intellectual Property

The PRODUCT, source code, activation code, license keys, documentation, systems, ideas, information, content, design, and other matters related to the PRODUCT and trademarks are the sole proprietary and intellectual property rights of SQUIRREL COMPLIANCY SOLUTIONS, INC protected under the Intellectual Property Laws and belongs to SQUIRREL COMPLIANCY SOLUTIONS, INC. Subject to certain terms mentioned in respective open source license where used by SQUIRREL

COMPLIANCY SOLUTIONS, INC, nothing contained in this Agreement grants you or is intended to grant you any rights, title, interest to intellectual property, including without limitation any error corrections, enhancements, updates, or modifications to this PRODUCT whether made by SQUIRREL COMPLIANCY SOLUTIONS, INC or any third party. You understand and acknowledge that you are provided with a license to use this PRODUCT subject to the terms and conditions of this Agreement. This PRODUCT may include certain third party components which are governed by the license agreements executed between SQUIRREL COMPLIANCY SOLUTIONS, INC and the respective third party owners. [The third party components licensed under terms of the certain agreement requires SQUIRREL COMPLIANCY SOLUTIONS, INC to disclose that Intellectual Property rights and ownership rights shall remain with SQUIRREL COMPLIANCY SOLUTIONS, INC and/or its technology licensing partners respectively. Even if such third party components are governed by respective agreements/contracts, the disclaimers and the limitations shall apply as mentioned in this EULA.] All the title, ownership and all rights including Intellectual Property rights of the Third Party shall rest with the concerned Third Party only and the User shall also be liable to comply with their License Terms. Where applicable, such third party will be beneficiary of this EULA.

13. General

- A.** Force Majeure. SQUIRREL COMPLIANCY SOLUTIONS, INC will not be liable for any delay or failure to fulfil its obligations hereunder that results from an act of God, war, civil disturbance, government policies, or other cause/s beyond its control. Provided that SQUIRREL COMPLIANCY SOLUTIONS, INC shall endeavor to complete the obligation within a reasonable period after happening of any event as covered under such force majeure.
- B.** Legal Jurisdiction. This agreement and any matter relating thereto shall be subject only to jurisdiction of the Courts at New Castle County, Delaware, USA and shall be interpreted as per the terms of the law/s for the time being in force in the USA. Any dispute which may arise out of this Agreement, breach of terms and conditions under this Agreement, shall be settled by direct negotiations between you and SQUIRREL COMPLIANCY SOLUTIONS, INC. In the case of failure to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to any arbitrators appointed by SQUIRREL COMPLIANCY SOLUTIONS, INC. The venue of arbitration shall be Delaware. The arbitration proceedings shall be governed by the appropriate Federal Arbitration Act and the appropriate US Statute and shall be conducted in the English language. The arbitrators shall also decide on the costs of the arbitration proceedings. To the extent possible, after the commencement of any arbitral

proceedings, the parties thus engaged shall continue to perform their respective obligations under this Agreement. The provisions of this Clause shall survive termination of this Agreement. Subject to the provisions of this Clause, the Courts in New Castle County, Delaware shall have exclusive jurisdiction and the parties may pursue any remedy available to them at law or equity.

- C. Complete Agreement.** This Agreement comprises the entire agreement between the parties regarding the subject matter, and supersedes any proposals, communications or advertising, oral or written, with respect to the PRODUCT or subject matter of this Agreement. You shall be bound by any and all clauses of the Agreement updated and displayed on the website of SQUIRREL COMPLIANCY SOLUTIONS, INC at www.squirrelcompliance.com/eula from time to time. The Agreement displayed on the website will be the finally concluded and binding agreement between you and SQUIRREL COMPLIANCY SOLUTIONS, INC for all legal purposes which include each activation, reactivation, and renewal of this PRODUCT. In case of any dispute/queries arising out of any translated versions of this Agreement, SQUIRREL COMPLIANCY SOLUTIONS, INC hereby expressly specifies and confirms that the English version as displayed on the website will be final for interpretation and the terms used, meaning conveyed in the English version will be authoritative and binding. Any waiver by either party of any violation of any provision of this Agreement by the other party will not be deemed to waive any other violation of the same or any other provision.
- D. Severability.** If any of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent.
- E. Survival.** The Clauses in this Agreement including not limited to rights to License Fees, “Indemnification”, “Limited Warranties & Disclaimers” and “Intellectual Property” shall survive expiration or termination of this Agreement.
- F. Subject to certain terms mentioned in respective open source license where used by SQUIRREL COMPLIANCY SOLUTIONS, INC, you cannot assign your rights or delegate duties or obligations under this Agreement. The failure to exercise or delay in exercising a right or remedy by SQUIRREL COMPLIANCY SOLUTIONS, INC under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any prior, concurrent or subsequent right or remedy.**

- G. The section numbers and headings are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.
- H. SQUIRREL COMPLIANCY SOLUTIONS, INC reserves the right to amend this End-User License Agreement from time to time and will keep updated on its website at www.squirrelcompliance.com/eula and it would be binding on the end users. This is an essence of the agreement and use of this PRODUCT.
- I. SQUIRREL COMPLIANCY SOLUTIONS, INC reserves the right to co-operate with any legal process and may provide documents, information related to your usage of this PRODUCT and your general usage of the device.

14. Third-Party Licenses and OSS Licenses

A. Third-Party Licenses

The PRODUCT may include certain components, developed and owned by the following third parties, which are governed by license agreements executed between SQUIRREL COMPLIANCY SOLUTIONS, INC and the respective third party owners. Additional restrictions applicable under the Open Source PRODUCT license, as well as third party PRODUCT license agreement, which are not specifically mentioned in this EULA, will be applicable.

B. OSS Licenses

This PRODUCT may also include some PRODUCT programs, codes, and content that are licensed or sublicensed to the user under the open source PRODUCT (OSS) licenses. The PRODUCT programs, code, and content that SQUIRREL COMPLIANCY SOLUTIONS, INC may use in its PRODUCT may fall in any of the following OSS licenses. SQUIRREL COMPLIANCY SOLUTIONS, INC may update this list from time to time.

-----**END**-----

The customer hereby agrees to the terms and conditions of this Licensing Terms Agreement.

Customer Authorized Representative:

Full Name:

Customer Organization Name:

Title:

Date:

Signature: