**END USER LICENSE AGREEMENT (EULA)**

**BY CLICKING ON THE “I AGREE” (OR SIMILAR BUTTON) OR DOWNLOADING, INSTALLING OR USING THE SOFTWARE, YOU INDICATE YOUR ASSENT TO THE FOLLOWING TERMS OF THIS AGREEMENT.**

**THIS** **SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN “YOU”, ALTERNATIVELY REFERRED TO AS “YOUR” (EITHER IN AN INDIVIDUAL CAPACITY, OR IF ACCESSED OR USED BY OR FOR ANY COMPANY, AN AUTHORISED REPRESENTATIVE) (“LICENSEE”) AND PRIVADO INC. THIS EULA PROVIDES AND CAPTURES AN IMPORTANT LEGAL INFORMATION ABOUT THE LICENSE OF PRIVADOS’ SOFTWARE AND YOUR USAGE, INSTALLATION, DOWNLOAD AND ACCESS OF THE SOFTWARE. BY DOWNLOADING, OR ACCESSING, OR INSTALLING AND USING THE SOFTWARE, YOU CONFIRM AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, WE ENCOURAGE YOU NOT TO NOT ACCESS, OR USE THE SOFTWARE.**

1. **DEFINITION:**
2. **“Enhancements”** shall mean any modification, update, upgrade or addition to the Software that, when made or added to the solution or modules currently being used by You, provides minor functionality enhancements but does not change overall utility, functional capability, or application, where such modifications or additions are generally made available by Licensor to all its customers without any additional costs. Enhancements are generally denoted by minor version level (e.g., v1.1.0 to v1.1.1) changes, as determined by Licensor.
3. **“Error”** shall mean (i) with respect to Software: any failure, or inability of the Software to perform any functions set forth in the documentation due to any defect in the Software or any non-conformity in the Software as specified by the Licensor.
4. **“Intellectual Property”** includes, but is not limited to all patents, trademarks, ideas, concepts, creations, discoveries, inventions, know-how, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licenses, franchises, formulae, designs, data, documents, instruction manuals, records, memoranda, notes, whether or not copyrightable or patentable, or any written or verbal instructions or comments and other confidential information.
5. **“Intellectual Property Rights”** means all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).
6. **“Licensee Content”** shall mean all data created by or in any way originating with Licensee, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with Licensee, whether such data or output is stored on Licensee’s hardware, Licensor’s hardware, or exists in any system owned, maintained, or otherwise controlled by Licensee or by Licensor.
7. **“Licensor”** shall mean Privado Inc. an entity, incorporated under the laws of State of Delaware, USA.
8. **“New Version”** shall mean any modification, update, upgrade or addition that, when made or added to Software, provides major functionality enhancements or changes the overall utility, functional capability, or application. New Versions are generally denoted by major version level (e.g., v1.0 to v1.1 or above) changes, as determined by Licensor.
9. **“Support Services”** shall mean the support and maintenance services pertaining to the Software provided by Licensor to the Licensee.
10. **“Software”** shall mean Privado Command Line Interface(CLI) Tool licensed by the Licensor to you under this EULA. The Software may be accompanied by some documentation that describes or supports the use of the Software to enable you to use and understand the operations of the Software including technical documentation, if any.
11. **LICENSE GRANT.** The Licensor hereby, during the term of this EULA grants You, a non-exclusive, non-transferable, non-assignable, limited and revocable license to use the Software and the accompanying documentation solely for the Licensee’s internal business purposes (the “**License**”).
12. **LICENSE RESTRICTIONS.** The Software is licensed, not sold. This EULA only gives you rights to use the Software. Licensor reserves all other rights. Unless the applicable laws give you additional rights despite this limitation, you may use the Software only as expressly permitted in this EULA. You may not:
13. copy, license, sublicense, sell, resell, transfer, assign, reproduce, alter, adapt, modify, distribute or use as a service bureau or otherwise commercially exploit the Software for a third party’s benefit unless authorized in writing by the Licensor;
14. access the Software for purposes of monitoring its availability, penetration or security testing, or any benchmarking or competitive purposes;
15. upload, transmit or otherwise make available in connection with the Software any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
16. upload, transmit or otherwise make available in connection with the Software any content that You do not have a right to make available under all applicable laws, or contractual or fiduciary relationships (which, by way of illustration but not limitation, includes inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
17. upload, transmit or otherwise make available in connection with the Software any unsolicited or unauthorized advertising or promotional materials, which by way of illustration but not limitation includes “junk mail,” “spam”, “chain letters” and “pyramid schemes”;
18. upload, transmit or otherwise make available in connection with the Software any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, which by way of illustration but not limitation includes viruses, time bombs, trojan horses and other malware;
19. violate (intentionally or unintentionally) any applicable local, state, national or international laws or regulations in connection with the Software, including but not limited to those related to Intellectual Property Rights, privacy or security.
20. **THE LICENSEE’S RESPONSIBILITIES**
21. **Registration** As a condition for using the Software, the Licensee may be required to register with Licensor and enter his/her email address. Licensee shall ensure that accurate, complete, and updated registration information.
22. **Compliance with Laws:** The Licensee shall comply with all applicable local, state, national and foreign laws, in connection with its use and access of the Software. The Licensee acknowledges that the Licensor exercises no control over the content of the information transmitted by the Licensee through the Software.
23. **Unauthorized Use;** **False Information**: The Licensee shall: (i) notify the Licensor immediately of any unauthorized use or any other known or suspected breach of security in relation to the Software, (ii) report to the Licensor immediately and use reasonable efforts to stop any unauthorized use of the Software, that is known or suspected by the Licensee, and (iii) not provide false identity information to gain access to or use the Software.
24. The Licensor shall not be liable for any loss of data or functionality, caused directly or indirectly by the Licensee.
25. **Licensee Content**. The Licensee is solely responsible for collecting, entering and updating all the Licensee Content uploaded on, accessed using, or processed through the Software, and for ensuring that the Licensee Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Licensee acknowledges and agrees that Licensor uses certain third-party tools for analytical purposes and may use Licensee Content and track Licensee’s usage of the Software for any purpose including but not limited to research, analytics, and to improve Licensee’s Software.
26. **CONSIDERATION**

The Parties agree that in consideration for the access to the Software the Licensee shall use the Software to be conscious of data privacy while developing their own software. The Software is provided by the Licensor to promote awareness regarding personal data privacy and promote a privacy conscious community of developers. The Parties agree that the foregoing objective of furthering privacy is adequate and valid consideration for the Licensor to grant the license under this EULA.

1. **PRIVACY & SECURITY**

We care about your privacy and the security of your personal information. Personal information, if any, collected by us, in furtherance of the Software, is subject to and governed by our privacy policy located at [Insert the link for privacy policy]. You understand that by using/accessing the Software, you consent to the collection, use and disclosure of your personal information and aggregate data, as set forth in our privacy policy, and to have such personal information collected, used, transferred and processed.

1. **DISCLAIMER:**

THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE LICENSOR SHALL HAVE NO RESPONSIBILITY TO PROVIDE YOU ANY SUPPORT SERVICES. THE LICENSOR HEREBY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT LOSS OF DATA OR ARISING OTHERWISE IN LAW OR EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE LICENSOR FURTHER DISCLAIMS WARRANTIES THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY BUGS OR ERRORS OR DEFECTS WOULD BE FIXED OR THE SOFTWARE WILL OPERATE IN COMBINATION WITH YOUR CONTENT, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY THE LICENSOR. YOU ACKNOWLEDGE THAT THE LICENSOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING, THE INTERNET, AND THAT THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

1. **SUPPORT SERVICES**

Licensor agrees that Licensee may not choose to upgrade the Software to the New Version introduced in the market. In such a case Licensor will not provide Support Services to Licensee for the version of the Software that Licensee is utilizing.

Notwithstanding the foregoing, while the Licensee may choose not to upgrade the Software to the New Version, the Licensor shall have no responsibility to provide you with any Support Services in the older versions of the Software. The Licensor hereby disclaims all express, implied or statutory warranties, including, without limitation, any implied warranty of merchantability, title, fitness for a particular purpose, or non-infringement loss of data or arising otherwise in law or equity or from a course of dealing or usage of trade, all of which are expressly disclaimed and excluded. The Licensor further disclaims warranties that the Software in its older versions will meet your requirements, that the operation of the Software will be uninterrupted or Error-free or that any bugs or Errors or defects would be fixed or the Software in its older versions will operate in combination with your content, or with any other hardware, software, systems or data not provided by the Licensor. You acknowledge that the Licensor does not control the transfer of data over communications facilities, including, the internet, and that the older versions of the Software may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

1. **INTELLECTUAL PROPERTY RIGHTS**
2. Any and all ownership rights to the Software, Enhancements, New Version and branding thereof, including Intellectual Property Rights therein is the sole and exclusive property of the Licensor. This EULA does not grant the Licensee any rights, title and interest in and to Software, Enhancements, New Version, its contents, and branding thereof, except where expressly and unequivocally licensed herein. Any rights not expressly and unequivocally granted to the Licensee are reserved.
3. You agree that you shall not assert, or authorize, assist, or encourage any third party to assert, against Licensor any infringement or misappropriation of Intellectual Property Rights related claim regarding the Software, Enhancements, or New Version.
4. From time to time, the Licensee may provide feedback, suggestions, requirements or recommendations (“Feedback”) regarding the Software. The Licensee hereby assigns to the Licensor, all right, title and interest to such Feedback and an exclusive right to create any developments based on such Feedback.
5. In between the Licensor and the Licensee, the Licensee shall retain title to and all ownership rights in the Licensee Content. The Licensee shall grant to the Licensor a worldwide, non-exclusive and non-transferable limited-term license to host, copy, transmit, analyse, process, display, store, configure, and perform the Licensee Content, solely as necessary for the working of the Software.
6. The Licensee acknowledges and agrees the Software may generate certain reports (the “Reports”) with the use of the Licensee Content provided by the Licensee, while using the Software. All intellectual property rights in all such Reports generated contain non-personal data or anonymised data pertaining to the Software, shall vest solely with the Licensor.
7. **CONFIDENTIALITY**
8. The Software provided under this EULA contains valuable trade secrets and is the confidential information of the Licensor. You shall not disclose, provide or otherwise make available the Software or its information to any third party, except as expressly granted under this EULA.
9. You agree to use all commercially reasonable precautions to protect the confidentiality of the Software and shall secure from all third parties having access to the Software, per the terms of this EULA, commitment to maintain the Software in confidence.
10. You agree that under no circumstances the Licensor or its affiliates or subsidiaries shall be held responsible or liable for any loss, damage or harm caused due to your reliance on information obtained from the Software.
11. **INDEMNITY**

You agree to indemnify, keep indemnified, defend ( at the Licensor’s option) and hold harmless the Licensor, its Affiliates and its respective directors, officers, employees, representatives, from and against any and all claims and resulting losses, costs, liabilities, and expenses (including reasonable attorney’s fees), arising as a result of or in connection with (a) Your breach of or violation of applicable laws and regulations, (b) use of the Software other than as permitted under this EULA; (c) Your acts or omissions, (d) a third party claim for infringement or misappropriation based upon Your combination or use of the Software developed by the Licensee or third parties. The provisions of this section shall survive the termination of this EULA.

1. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES HOWSOEVER CAUSED, IN CONNECTION WITH THIS EULA, (EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE) INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM ANY ASPECT OF USE OF OR INABILITY TO USE THE SOFTWARE. THE FOREGOING LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES IN THIS CLAUSE FORM AN ESSENTIAL BASIS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN.

1. **TERM AND TERMINATION**

This EULA will commence upon your acceptance of this EULA or access to the Software whichever occurs earlier and unless earlier terminated as provided in this clause, the term of this EULA shall remain in force for perpetuity. Notwithstanding the foregoing, the Licensor may, terminate this EULA at any time, without any reason or notice whatsoever. Further the Licensor my withdraw the Software from the market without any notice.

1. **Consequences of Termination:** Upon the expiry or any termination of this EULA the rights and License granted to you hereunder shall immediately and automatically cease to be in effect, and you shall immediately de-install the Software from Your system and premises.
2. The termination of this EULA shall not relieve any party of its obligation or liability accrued prior to the date of termination.
3. The termination of this EULA shall not limit or otherwise affect any other remedy (including a claim for damages) that the terminating party may have arising out of the event that gave rise to the right of termination.
4. **ADVERTISING OR PUBLICITY**

Licensor may use the name or marks, refer to or identify of Licensee in advertising or publicity releases, promotional or for marketing correspondence.

1. **INTERPRETATION**

This EULA will in all events be construed as a whole, according to its fair meaning, and not strictly for or against a party merely because that party (or the party's legal representative) drafted the EULA. The headings, titles, and captions contained in this EULA are merely for reference and do not define, limit, extend, or describe the scope of this EULA or any provision herein. Unless the context requires otherwise, (a) the gender (or lack of gender) of all words used in this EULA includes the masculine, feminine, and neuter, and (b) the word "including" means "including, without limitation”.

1. **FORCE MAJEURE**

Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "**Force Majeure Event**") including, but not limited to, insurrection or civil disorder, riot, war or military operations, national or local emergency, acts or directives of government or other competent authority, compliance with any statutory obligation or executive order, any Act of God, fire, lightning, explosion, flood, earthquake, epidemics, or other similar force beyond such party's reasonable control. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this EULA, such party shall be excused from performance of its obligations during the first three months of such interference, provided that such party uses best efforts to avoid or remove such causes of non-performance as soon as possible.

1. **SEVERABILITY**

If any provision of this EULA is determined to be invalid, illegal or unenforceable in any respect, including because of the duration thereof, the area covered thereby, or the types of activities restricted thereby, by a court of competent jurisdiction (i) the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and (ii) the court of competent jurisdiction making such determination shall have the power to reduce the duration and/or area of such provisions or types of activities restricted and/or to delete specific words or phrases and in its reduced form such provision shall then be enforceable. The parties may acting in good faith adopt any and all actions required to cause such invalid, illegal and unenforceable provision to be valid and enforceable, or, alternatively, to reach an agreement in relation to said null provision whereby each of the Party receives, as far as possible, substantially the same benefits and obligations based on valid provisions, provided that the EULA is not enforced in a form that materially affects the commercial agreement between the Parties.

1. **ASSIGNMENT AND DELEGATION**

You may not assign this EULA. The Licensor may assign this EULA in conjunction with the sale of substantial assets, divestiture, merger or amalgamation, or to its affiliate, and may delegate or subcontract its duties. Any unauthorized assignment of this EULA is void.

1. **WAIVER**

Failure to exercise, or any delay in exercising, any right or remedy provided under this EULA shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this EULA or by law shall preclude or restrict the further exercise of that or any other right or remedy.

1. **GOVERNING LAWS**

This EULA and all rights and obligations under this EULA shall in all respects be governed by and construed and enforced in accordance with laws of State of Delaware, USA and the courts of State of Delaware, USA shall have an exclusive jurisdiction to adjudicate any subject matter under this EULA.

1. **INDEPENDENT CONTRACTOR:**

The parties are independent contractors and none of their personnel or sub-contractors are agents, representatives or employees of any other party. No party owes a fiduciary duty to any other party. No party shall have the authority to bind or make any representations on behalf of any other party, and no party shall hold itself out as such or knowingly permit another to rely on such belief.

1. **SURVIVAL**

If this EULA is terminated in accordance with the terms hereof, this EULA shall become void and of no further force and effect and none of the Parties shall have any right or obligation or liability to the other Parties under this EULA, provided however that, the provisions of this section and section 1 (Definition), section 7 ( Disclaimer), section 9 (Intellectual Property Rights), section 10 (Confidentiality), section 11 (Indemnification) , section 12 (Limitation of Liability), section 13 (Term and Termination), section 17 (Severability), section 19 (Waiver), section 20 (Governing Law), and section 21 (Independent Contractor) shall survive the termination of this EULA without limit in time.

1. **ENTIRE AGREEMENT**

This EULA constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this EULA, and may not be amended, supplemented, varied or otherwise changed except in writing. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this EULA. Each party acknowledges that, in entering into this EULA, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this EULA.

1. **CHANGES TO THIS EULA**

Licensor may update the terms and conditions of this EULA. We encourage you to check these terms and conditions on a regular basis to be aware of the changes made to it This EULA was last modified on 15 Feb 2022.