

## GLADIUS (Lite/Pro) END-USER LICENSE AGREEMENT

### IMPORTANT-READ CAREFULLY:

This End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity hereinafter referred to as the User/you) and Mindtree Limited for the Mindtree software product identified as Gladius (Lite/Pro), which includes computer software and may include “online” or electronic documentation, (“Product”). An amendment or addendum to this EULA may accompany the Product. BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

#### 1. GRANT OF LICENSE.

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

- Your installation or use of this Mindtree Software shall be deemed as your acceptance to be bound by all the terms and conditions of this Agreement. If you do not fully agree with all the terms and conditions of this Agreement, please refrain from installing or using this Mindtree Software or accessing and using any of the services included in this software product.
- **INSTALLATION AND USE.** You may install and use the Product on desired number of computers, such as a workstation, or server (“Workstation Computer”). The Product may be used to connect only the licensed number of cameras and/or other electronic devices (each a “channel”) for the purpose of monitoring, management & recording of videos.
- **MANDATORY ACTIVATION.** You may need to reactivate the Product if you modify your computer hardware or alter the Product. 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.
- The Product may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The product may therefore, for instance, not be operated or used in any way by customers of you or other 3rd parties not controlled by you.
- In total, for all copies of the product installed under this license, the product may only be used with as many cameras as you have purchased
- **RESERVATION OF RIGHTS.** Mindtree reserves all rights not expressly granted to you in this EULA.

2. **UPGRADES.** To use a Product identified as an upgrade, you must first be licensed for the product identified by Mindtree as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.

3. **ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, upgrades, supplements, add-on components, or Internet-based services components, of the Product, unless we provide other terms along with the update, upgrade, supplement, add-on component.

#### 4. TRANSFER-

- **INTERNAL.** You may move the Product to a different Workstation Computer. After the transfer, you must completely remove the Product from the former Workstation Computer.

- **TO THIRD PARTY.** The initial user of the Product may make a one-time transfer of the Product to another end user in the event of transfer of control of or merger of the licensed User with another company. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms.
- **NO RENTAL.** You may not rent, lease, lend or provide commercial hosting services to third parties with the Product.

5. **LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

6. **TERMINATION.** Without prejudice to any other rights, Mindtree may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.

7. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

**CONSENT TO USE OF DATA.** You agree that Mindtree and its affiliates may collect and use technical information gathered in any manner as part of the product support services provided to you, if any, related to the Product. Mindtree may use this information solely to improve our products or to provide customized services or technologies to you. Mindtree may disclose this information to others, but not in a form that personally identifies you.

This license does not cover use of the Product for the purpose of, or in connection with, a violation of the human rights of any person as set out in the United Nations Universal Declaration of Human Rights. Any such use is prohibited and is a material breach of this EULA causing the whole license for the product to lapse immediately without notice rendering any further use of the product unlawful.

8. **ASSIGNMENT.** User shall not sell, transfer or assign this Agreement without the prior written consent of Mindtree, and that any unauthorized transfer or assignment of this Agreement shall be null and void and that any such assignment shall not relieve the User of its obligations under this Agreement.

9. **EXPORT RESTRICTIONS.** You acknowledge that the Product is of Indian origin and subject to applicable laws of the country where You have brought the Product You agree to not export or re-export the Product or any of the associated components without the express written consent of Mindtree.

10. **DISCLAIMER OF WARRANTIES.** Mindtree and its suppliers provide the Product AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support or other services, information, software, and related content through the Product or otherwise arising out of the use of the Product. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.

11. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES, IN NO EVENT SHALL MINDTREE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE**

SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MINDTREE OR ANY SUPPLIER, AND EVEN IF MINDTREE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Mindtree and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Product license. The foregoing limitations, exclusions and disclaimers (including Sections 10, 11, and 12) shall apply to the maximum extent permitted by applicable law.

13. User agrees that it shall indemnify, defend and hold harmless Mindtree and its officers, directors, employees, agents and shareholders from and against any costs, expenses, including, among other expenses, attorneys' fees and expenses, losses, damages, specifically excluding consequential, exemplary, special, indirect or punitive damages, suits, claims, or liabilities incurred and arising from or relating to User's use of this software product.

14. **ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between you and Mindtree relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Mindtree policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

15. **WAIVER.** Any failure by Mindtree to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

16. **SEVERABILITY.** If any provision of this Agreement be held invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any of the remaining provisions of this Agreement.

17. **APPLICABLE LAW.** Interpretation and enforcement of this Agreement shall be governed by the laws of the State of India. User consents to jurisdiction of the courts Bangalore, Karnataka for any action arising out of or relating to User's use of this software product. The courts of Bangalore shall have exclusive jurisdiction over all such actions.

18. The Product is protected by copyright and other intellectual property laws and treaties. Mindtree or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.