SynRadar aimGRC -TPRM Module

Terms of Use / End User License Agreement

For listing on Microsoft Azure Marketplace (Publisher Terms)

This Terms of Use / End User License Agreement ("Agreement") is entered into between Amigosec Consulting Private Limited ("SynRadar," "we," "us," or "our") and the customer entity procuring the SynRadar aimGRC -Third-Party Risk Management (TPRM) Module (the "Service") through Microsoft Azure Marketplace ("Customer," "you," or "your"). By accessing, installing, activating, deploying, subscribing to, or otherwise using the Service, Customer agrees to be bound by this Agreement. If Customer does not agree to these Terms, Customer must not access or use the Service. Customer represents and warrants that it has full legal authority, power and capacity to enter into this Agreement and that the individual accepting these Terms is duly authorized to bind Customer.

This Agreement governs your use of the Service as made available through Microsoft Azure Marketplace. It is a "Publisher Terms" agreement for purposes of the Microsoft Marketplace Terms of Use - the purchase contract for the Service is between you and SynRadar, not Microsoft. Microsoft is not a party to this Agreement and has no liability for the Service.

1. **Definitions:** For the purposes of this Agreement:

a. **"Affiliate"** means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other ownership interests of such entity, or the power to direct its management and policies.

b. **"Applicable Laws"** means all applicable laws, statutes, ordinances, rules, regulations, regulatory requirements, governmental orders, judgments, codes, directives and legally binding guidance applicable to a party or to the performance of this Agreement, including, where applicable, laws relating to data protection, privacy, cybersecurity, export controls, anti-corruption and economic sanctions.

c. **"Authorized Users"** means Customer's employees, directors, officers, contractors, consultants and agents who are authorized by Customer to access and use the Service on Customer's behalf and for whom access credentials have been provisioned in accordance with this Agreement.

d. **"Confidential Information"** means all non-public business, commercial, financial, technical, operational or proprietary information disclosed by either party, whether in oral, written, electronic or any other form, including software, source code, object code, Documentation, product roadmaps, security architecture, pricing, trade secrets, Customer Data and all information that a reasonable person would understand to be confidential by its nature or the circumstances of its disclosure.

e. **"Customer Data"** means all data, information, records, documents, files, text, images, reports, configurations, personal data, vendor information, assessments, evidence, metadata and other content submitted, uploaded, transmitted, stored, generated or otherwise processed by or on behalf of Customer through the Service, excluding SynRadar's software, Documentation, intellectual property, anonymized or aggregated data and system-generated analytics that do not identify Customer or any individual.

f. **"Documentation"** means SynRadar's then-current user manuals, technical documentation, implementation guides, support documentation and other written materials made available by SynRadar for use with the Service.

g. **"Security Incident"** means any confirmed unauthorized access to, acquisition of, disclosure of, alteration of, loss of, destruction of, or inability to access Customer Data, or any confirmed security event that materially affects the confidentiality, integrity or availability of the Service or Customer Data.

h. **"Service"** means the SynRadar aimGRC – Third-Party Risk Management (TPRM) Module, including any updates, upgrades, enhancements, modifications, patches, releases, Documentation and related services made available by SynRadar through Microsoft Azure Marketplace.

i. **"Subscription"** means Customer's purchased right to access and use the Service during the applicable Subscription Term as specified in the applicable Marketplace order or subscription purchased through Microsoft Azure Marketplace.

j. **"Subscription Term"** means the period during which Customer is authorized to access and use the Service as specified in the applicable Microsoft Azure Marketplace order, including any renewal period.

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2. **Interpretation.** In this Agreement, unless the context otherwise requires: (i) headings are for convenience only and do not affect interpretation; (ii) references to the singular include the plural and vice versa; (iii) references to "including" or similar expressions shall be construed as "including without limitation"; and (iv) references to any law or regulation include any amendment, replacement or re-enactment thereof.

3. **License Grant and Restrictions**

Subject to Customer's continued compliance with this Agreement and payment of all applicable fees, SynRadar grants Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable (only to the extent expressly permitted under this Agreement and Applicable Law) licence to access and use the Service solely during the applicable Subscription Term, by its Authorized Users, and exclusively for Customer's own internal business operations. Except as expressly provided in this Agreement, no other rights, licences or interests are granted or implied.

Customer shall not, and shall not permit any third party to:

i. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, object code, underlying ideas, algorithms, structure or architecture of the Service, except to the extent such restriction is prohibited under Applicable Law;
ii. resell, sublicense, rent, lease, assign, distribute, timeshare or otherwise make the Service available to any third party outside Customer's organisation, except as expressly permitted for authorised vendors, suppliers or third-party respondents participating in assessments through the Service;
iii. use the Service to build, develop, market or support any competing product or service;
iv. remove, alter or obscure any copyright, trademark, proprietary rights or other notices contained in or displayed by the Service or the Documentation;
v. use the Service in violation of Applicable Laws, including laws relating to data protection, privacy, export controls or economic sanctions;
vi. use the Service to develop, train, validate or improve any artificial intelligence or machine learning model without SynRadar's prior written consent;
vii. copy, reproduce, replicate or imitate the functionality, user interface, workflows, architecture, reports, dashboards or business logic of the Service;
viii. publish or disclose any benchmark tests, performance tests or competitive analysis relating to the Service without SynRadar's prior written consent;
ix. interfere with, disrupt or impair the integrity, security, performance or availability of the Service;
x. introduce viruses, malware, ransomware, spyware or any other malicious code into the Service;
xi. use bots, crawlers, spiders, scraping tools or other automated means to access or interact with the Service except as expressly authorised by SynRadar in writing;
xii. attempt to gain unauthorised access to the Service, its underlying infrastructure, systems, networks or related services; or
xiii. circumvent, disable or interfere with any authentication mechanism, security feature, licence restriction or technical protection measure implemented by SynRadar.

3.1. Acceptable Use

Customer shall use the Service only in accordance with this Agreement and all Applicable Laws. Customer shall not use the Service for any unlawful, fraudulent, deceptive, abusive or malicious purpose, including transmitting malicious code, infringing the intellectual property or other rights of any third party, conducting unauthorised penetration testing, compromising the security of the Service or any third-party systems, facilitating cyber-attacks or otherwise interfering with the integrity, availability or security of the Service.

SynRadar may, upon written notice (or immediately where reasonably necessary to protect the security, integrity or availability of the Service or to comply with Applicable Law), suspend Customer's access to all or part of the Service where SynRadar reasonably believes that Customer's use of the Service violates this Agreement, poses a security risk, infringes the rights of any third party, or may expose SynRadar or its customers to legal, regulatory or operational risk. SynRadar shall use commercially reasonable efforts to restore access promptly once the underlying issue has been resolved.

3.2. Customer Responsibilities

Customer shall be solely responsible for:

(a) maintaining the confidentiality and security of all usernames, passwords, authentication credentials and access tokens used to access the Service;

(b) ensuring that access to the Service is limited to Authorized Users and that all Authorized Users comply with this Agreement;

(c) ensuring that all Customer Data uploaded to or processed through the Service is accurate, complete, lawful and does not infringe the rights of any third party;

(d) maintaining appropriate backup copies of Customer Data where required by Customer's internal policies or Applicable Laws;

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(e) reviewing, validating and independently assessing all reports, alerts, recommendations, risk assessments, scores, analytics and other outputs generated by the Service before relying upon them for any legal, regulatory, compliance, operational or business decision;

(f) promptly notifying SynRadar of any actual or suspected unauthorised access to the Service or any security incident affecting Customer's account or credentials; and

(g) complying with all Applicable Laws in connection with Customer's access to and use of the Service.

Customer acknowledges that the Service is intended to support Customer's third-party risk management activities and does not replace Customer's independent judgment, legal advice, audit functions or regulatory compliance obligations. Customer remains solely responsible for all decisions taken based on the outputs of the Service.

4. Subscription Term, Renewal and Fees

The Subscription Term, applicable fees, billing frequency and permitted usage limits shall be as specified in the applicable order placed through Microsoft Azure Marketplace (the **"Marketplace Order"**).

Unless otherwise specified in the applicable Marketplace Order, subscriptions shall automatically renew in accordance with the renewal settings and applicable policies of Microsoft Azure Marketplace. Customer may manage renewal settings through its Microsoft Azure account, subject to the applicable Marketplace terms and conditions.

All fees payable for the Service shall be invoiced, collected and processed by Microsoft acting as SynRadar's authorised commercial marketplace provider and payment collection agent for transactions conducted through Microsoft Azure Marketplace. Customer shall remain responsible for the timely payment of all applicable fees, taxes and other charges associated with its subscription.

Unless expressly stated otherwise in the applicable Marketplace Order or required by Applicable Law, **all fees are non-cancellable and non-refundable**, and no refunds or credits shall be provided for partial subscription periods, unused subscriptions, reductions in usage or early termination by Customer.

Customer shall be responsible for all applicable taxes, duties, levies and similar governmental charges arising from its purchase or use of the Service, excluding taxes based solely on SynRadar's net income.

If Customer exceeds any applicable subscription limits, authorised user limits, storage limits or other usage entitlements purchased under the applicable Marketplace Order, SynRadar reserves the right to require Customer to purchase additional subscriptions or upgrade its subscription plan before permitting continued use beyond such limits.

Failure to pay applicable fees in accordance with the Marketplace Order or Microsoft's billing terms may result in suspension or termination of the Service in accordance with this Agreement and the applicable Microsoft Azure Marketplace policies.

The Subscription Term may be upgraded, expanded or modified during the Subscription Term only in accordance with the options made available through Microsoft Azure Marketplace or as otherwise agreed in writing between the parties.

5. Customer Data and Privacy

5.1. Ownership of Customer Data

As between the parties, Customer retains all right, title and interest, including all intellectual property rights, in and to the Customer Data. Nothing in this Agreement transfers ownership of Customer Data to SynRadar.

Customer grants SynRadar a non-exclusive, worldwide, limited, royalty-free licence during the Subscription Term to host, store, process, transmit, reproduce, display and otherwise use Customer Data solely to the extent necessary to provide, operate, maintain, secure, support and improve the Service, comply with Applicable Laws, enforce this Agreement and fulfil SynRadar's obligations under this Agreement.

5.2. Processing of Customer Data

SynRadar shall process Customer Data only in accordance with this Agreement, its Privacy Policy, any applicable Data Processing Addendum ("DPA"), and Applicable Laws. SynRadar shall not sell Customer Data or use Customer Data to develop or train artificial intelligence or machine learning models for the benefit of other customers without Customer's prior written consent.

Where Customer Data includes Personal Data, Customer shall act as the data controller (or equivalent under Applicable Law) and SynRadar shall act as the data processor or service provider, processing such Personal Data only on Customer's documented instructions except where otherwise required by Applicable Law.

5.3. Compliance with Privacy Laws

Each party shall comply with all Applicable Laws relating to privacy and data protection, including, where applicable, the Digital Personal Data Protection Act, 2023 (India), the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the UK GDPR, the California Consumer Privacy Act ("CCPA"), and any other applicable privacy or data protection legislation.

5.4. Security Measures

SynRadar shall implement and maintain commercially reasonable administrative, organisational, physical and technical safeguards designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised

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disclosure of, or access to Customer Data, taking into account the nature of the Service, current industry standards and Applicable Laws.

5.5. Security Incident Notification

Upon becoming aware of a confirmed Security Incident affecting Customer Data, SynRadar shall notify Customer without undue delay and shall use commercially reasonable efforts to investigate, mitigate and remediate the effects of such Security Incident. Such notification shall not constitute an admission of liability or fault.

5.6. Sub-processors

Customer acknowledges and agrees that SynRadar may engage its Affiliates and qualified third-party service providers, including cloud infrastructure providers, hosting providers and other subcontractors, to assist in providing the Service. SynRadar shall remain responsible for the performance of its authorised sub-processors and shall ensure that such sub-processors are bound by written confidentiality and data protection obligations substantially similar to those contained in this Agreement.

5.7. Cross-Border Processing

Customer acknowledges that Customer Data may be processed, stored or transferred to jurisdictions in which SynRadar, Microsoft Azure or authorised sub-processors operate, provided that SynRadar implements appropriate safeguards required under Applicable Laws for such transfers.

5.8. Customer Responsibilities

Customer is solely responsible for the legality, accuracy, quality and integrity of Customer Data and for obtaining all necessary rights, consents and permissions required to submit, process and use Customer Data through the Service. Customer shall implement appropriate administrative, technical and organisational safeguards to protect its accounts, credentials, systems and devices and shall promptly notify SynRadar of any actual or suspected unauthorised access to the Service or compromise of Customer credentials.

5.9. Backups

The Service is not intended to serve as Customer's exclusive backup solution. Customer remains solely responsible for maintaining independent backup copies of Customer Data where required by its internal policies or Applicable Laws.

5.10. Data Export and Deletion

Upon expiration or termination of the Subscription Term, Customer may export Customer Data using the standard export functionality provided by the Service for a period of sixty (60) days unless otherwise required by Applicable Law or agreed in writing. Following the expiry of such period, SynRadar may permanently delete Customer Data from its production systems, except to the extent retention is required by Applicable Law, regulatory obligations or legitimate backup and disaster recovery procedures.

5.11. Aggregated and De-identified Data

Notwithstanding anything to the contrary, SynRadar may collect, generate and use aggregated, anonymised and de-identified statistical, operational and usage information relating to the use and performance of the Service for analytics, benchmarking, product development, security monitoring and service improvement, provided that such information does not identify Customer, any individual or Customer's Confidential Information.

5.12. Government Requests

Where legally permitted, SynRadar shall promptly notify Customer of any legally binding governmental, judicial or regulatory request seeking disclosure of Customer Data and shall reasonably cooperate with Customer in responding to such request.

6. Support and Service Levels

6.1. Support Services

During the applicable Subscription Term, SynRadar shall provide technical support for the Service in accordance with the support plan associated with Customer's subscription tier and the applicable Support Policy published by SynRadar or otherwise agreed in writing.

6.2. Service Level Commitments

Any service level commitments, including uptime targets, response times and support service levels, shall apply only to the extent expressly set out in the applicable Service Level Agreement ("SLA"). No service level commitments shall apply unless expressly stated in the applicable SLA.

6.3. Scheduled and Emergency Maintenance

SynRadar may perform scheduled maintenance, emergency maintenance, upgrades, updates, patches and modifications to the Service from time to time. Where reasonably practicable, SynRadar shall provide prior notice of scheduled maintenance expected to materially affect the availability of the Service.

6.4. Excluded Events

Service interruptions, delays or reduced performance resulting from any of the following shall not constitute a breach of this Agreement or any applicable SLA:

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(a) scheduled or emergency maintenance;
(b) failures or interruptions of Microsoft Azure infrastructure or other third-party cloud infrastructure;
(c) internet service provider, telecommunications or network failures;
(d) failures of third-party software, APIs or integrations not controlled by SynRadar;
(e) Customer's hardware, software, networks, configurations or internet connectivity;
(f) Force Majeure Events;
(g) misuse of the Service by Customer or its Authorized Users; or
(h) suspension of the Service in accordance with this Agreement.

6.5. Service Modifications

SynRadar may modify, enhance, replace, update or discontinue features or functionality of the Service from time to time to improve performance, security, legal compliance or usability, provided that such changes do not materially reduce the core functionality of the subscribed Service during the applicable Subscription Term.

6.6. No Guaranteed Error-Free Operation

Customer acknowledges that software services may not be uninterrupted, error-free or completely secure. Except as expressly provided in this Agreement or the applicable SLA, SynRadar does not warrant that the Service will operate without interruption, that all defects or vulnerabilities will be identified or corrected, or that the Service will be available at all times.

6.7. Support Exclusions

Unless expressly agreed otherwise in writing, SynRadar shall have no obligation to provide support for issues arising from (i) Customer's misuse of the Service; (ii) modifications not made by or on behalf of SynRadar; (iii) third-party software, hardware or services not supplied by SynRadar; (iv) Customer's failure to follow the Documentation; or (v) any matter outside SynRadar's reasonable control.

6.8. Feature Enhancements

SynRadar may release updates, upgrades, patches, bug fixes, enhancements or new features as part of the Service from time to time. Unless otherwise expressly stated, such updates shall form part of the Service and shall be governed by this Agreement.

7. Intellectual Property

7.1. Ownership

SynRadar and its licensors retain all right, title and interest, including all intellectual property rights, in and to the Service, Documentation, software, source code, object code, algorithms, methodologies, workflows, dashboards, reports, templates, user interfaces, designs, artificial intelligence and machine learning models, trade secrets, trademarks, copyrights, know-how and all related improvements, modifications, enhancements, updates and derivative works. Except for the limited licence expressly granted under this Agreement, no right, title or interest in or to the Service or any intellectual property rights is transferred or granted to Customer, whether by implication, estoppel or otherwise.

7.2. Reservation of Rights

All rights not expressly granted under this Agreement are reserved by SynRadar and its licensors.

7.3. Customer Data

Customer retains all ownership rights in Customer Data in accordance with applicable Clause. Nothing in this Agreement grants SynRadar any ownership rights in Customer Data.

7.4. Feedback

Customer may, but is not obligated to, provide suggestions, ideas, enhancement requests, recommendations or other feedback regarding the Service ("Feedback"). Customer hereby grants SynRadar a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable right to use, reproduce, modify, adapt, incorporate, commercialise and otherwise exploit such Feedback without restriction, attribution or compensation to Customer.

7.5. Usage Analytics

SynRadar may collect and analyse technical, operational and usage information relating to the performance, operation, security and use of the Service for the purposes of maintaining, securing, improving and developing the Service, provided that such information is aggregated or de-identified and does not identify Customer, any individual or Customer's Confidential Information.

7.6. Third-Party Software

The Service may contain, interoperate with or rely upon third-party software, open-source software, APIs, cloud infrastructure or other third-party services. Such third-party components shall remain subject to their respective licence terms and conditions. SynRadar does not grant Customer any rights in such third-party components except as expressly permitted under the applicable third-party licence.

7.7. Publicity

Neither party shall use the other party's name, logo, trademarks or other branding in advertisements, press releases, customer lists, marketing materials or promotional communications without the other party's prior written consent in each instance, except where disclosure is required by Applicable Law.

8. Confidentiality

8.1. Confidentiality Obligations

Each party shall maintain the confidentiality of the other party's Confidential Information and shall use such Confidential Information solely for the purposes of performing or receiving the Services under this Agreement. Each party shall protect the Confidential Information of the other party using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

8.2. Permitted Disclosure

A receiving party may disclose Confidential Information only to its employees, Affiliates, professional advisers, auditors, subcontractors and service providers who have a legitimate need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those contained herein.

8.3. Exclusions

Confidential Information does not include information that:

(a) is or becomes publicly available without breach of this Agreement;

(b) was lawfully known to the receiving party prior to disclosure;

(c) is lawfully obtained from a third party without restriction on disclosure; or

(d) is independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information.

8.4. Compelled Disclosure

Where disclosure of Confidential Information is required by Applicable Law, court order or governmental authority, the receiving party shall, to the extent legally permitted, promptly notify the disclosing party before making such disclosure and shall reasonably cooperate with the disclosing party in seeking appropriate protective measures.

8.5. Return or Destruction

Upon termination of this Agreement or upon written request of the disclosing party, the receiving party shall promptly return or securely destroy the disclosing party's Confidential Information, except where retention is required by Applicable Law, regulatory obligations or legitimate backup and disaster recovery procedures.

8.6. Equitable Relief

Each party acknowledges that unauthorised disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be an inadequate remedy. Accordingly, the disclosing party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity.

8.7. Survival

The obligations under this Clause shall survive termination or expiry of this Agreement for a period of five (5) years, except with respect to trade secrets, which shall remain protected for so long as they continue to qualify as trade secrets under Applicable Law.

9. Warranties and Disclaimers

9.1. Limited Warranty

SynRadar warrants that during the applicable Subscription Term the Service shall materially conform to the applicable Documentation when used in accordance with this Agreement.

9.2. Exclusive Remedy

Customer's sole and exclusive remedy for any breach of the foregoing warranty shall be, at SynRadar's option, to repair or replace the affected functionality or provide a commercially reasonable workaround. If SynRadar is unable to remedy the material non-conformity within a reasonable period, Customer may terminate the affected Subscription and receive a prorated refund of any prepaid fees attributable to the unused portion of the affected Subscription.

9.3. Warranty Exclusions

The warranty set out under respective Clause shall not apply to any non-conformity resulting from:

(a) misuse or unauthorised use of the Service;

(b) modifications made by Customer or any third party;

(c) use of the Service contrary to this Agreement or the Documentation;

(d) failures of Customer's systems, devices, internet connectivity or network infrastructure;

(e) failures or interruptions of Microsoft Azure infrastructure or other third-party services; or

(f) Force Majeure Events.

9.4. Professional Judgment

Customer acknowledges that the Service is designed to support third-party risk management activities and does not constitute legal, regulatory, audit, accounting, consulting or other professional advice. Customer remains solely

responsible for evaluating and independently verifying all reports, alerts, recommendations, risk scores, assessments and other outputs generated by the Service before relying upon them for any business, legal, regulatory or compliance decision.

9.5. Artificial Intelligence

To the extent the Service incorporates artificial intelligence, machine learning or automated analytical capabilities, Customer acknowledges that outputs generated by such technologies are probabilistic in nature, may contain inaccuracies or omissions and should not be relied upon without appropriate human review and independent judgment.

9.6. Beta or Preview Features

Any alpha, beta, preview, early access or evaluation features made available by SynRadar are provided on an "AS IS" and "AS AVAILABLE" basis, may be modified or discontinued at any time and are excluded from any service levels, warranties, maintenance or support commitments unless expressly agreed otherwise in writing.

9.7. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE, DOCUMENTATION AND ALL RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SYNRADAR DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, COMPLETENESS, SECURITY OR THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE FROM VULNERABILITIES.

9.8. No Guarantee

SynRadar does not warrant that the Service will detect, prevent or eliminate every security vulnerability, cyber threat, compliance issue or third-party risk, or that use of the Service alone will ensure Customer's compliance with Applicable Laws or industry standards. Customer remains solely responsible for its governance, risk management, compliance obligations and business decisions.

10. Limitation of Liability

10.1. Exclusion of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Liability Cap

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO SYNRADAR FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3. Exclusions from Liability Cap

The limitations set out in this Clause shall not apply to:

(a) either party's indemnification obligations under this Agreement;

(b) Customer's obligation to pay fees properly due under this Agreement;

(c) either party's fraud, fraudulent misrepresentation, gross negligence or wilful misconduct;

(d) Customer's infringement or misappropriation of SynRadar's intellectual property rights;

(e) either party's breach of its confidentiality obligations; or

(f) any liability that cannot be limited or excluded under Applicable Law.

10.4. Excluded Events

Without limiting the foregoing, SynRadar shall not be liable for any loss or damage arising from or attributable to:

(a) failures or interruptions of Microsoft Azure infrastructure or other third-party cloud infrastructure;

(b) failures of internet service providers, telecommunications services or public networks;

(c) third-party software, APIs, applications or integrations not provided by SynRadar;

(d) Customer's systems, hardware, software, networks, internet connectivity or security configurations;

(e) Customer's misuse of the Service or use of the Service contrary to this Agreement or the Documentation; or

(f) Force Majeure Events.

11. Indemnification

11.1. SynRadar Indemnity

SynRadar shall defend, indemnify and hold harmless Customer from and against any third-party claim alleging that the Service, when used by Customer in accordance with this Agreement, infringes any valid patent, copyright or trademark, or

misappropriates any trade secret of such third party. SynRadar shall pay all damages, costs and expenses finally awarded by a court of competent jurisdiction or agreed in settlement by SynRadar, provided that Customer:
(a) promptly notifies SynRadar in writing of the claim;
(b) grants SynRadar sole control over the defence and settlement of the claim; and
(c) provides reasonable cooperation at SynRadar's expense.
If the Service becomes, or in SynRadar's reasonable opinion is likely to become, the subject of an infringement claim, SynRadar may, at its option:
(i) procure the right for Customer to continue using the Service;
(ii) modify or replace the Service so that it becomes non-infringing without materially reducing its functionality; or
(iii) terminate the affected Subscription and refund any prepaid fees attributable to the unused portion of the affected Subscription.

11.2. Exclusions

SynRadar shall have no obligation under Clause 11.1 to the extent any claim arises from:
(a) modifications made by Customer or any third party;
(b) Customer's continued use of the Service after receiving notice to discontinue such use;
(c) the combination of the Service with products, software or services not supplied or approved by SynRadar;
(d) Customer Data; or
(e) Customer's use of the Service in breach of this Agreement or the Documentation.

11.3. Customer Indemnity

Customer shall defend, indemnify and hold harmless SynRadar, its Affiliates, directors, officers, employees and representatives from and against all third-party claims, actions, damages, liabilities, penalties, losses, costs and expenses (including reasonable legal fees) arising out of or relating to:
(a) Customer Data;
(b) Customer's breach of this Agreement;
(c) Customer's unlawful or unauthorised use of the Service;
(d) Customer's violation of Applicable Laws; or
(e) infringement or violation of any intellectual property, privacy or other rights of a third party by Customer Data or Customer's use of the Service.

11.4. Indemnification Procedure

The indemnified party shall promptly notify the indemnifying party of any claim for which indemnification is sought, provide reasonable cooperation at the indemnifying party's expense and permit the indemnifying party to control the defence and settlement of such claim, provided that the indemnifying party shall not settle any claim imposing any admission of liability, non-monetary obligation or restriction upon the indemnified party without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

12. Term and Termination

12.1. Term

This Agreement shall commence upon Customer's acceptance of these Terms or first access to or use of the Service, whichever occurs first, and shall remain in effect for so long as Customer maintains an active Subscription, unless terminated earlier in accordance with this Agreement.

12.2. Termination for Cause

Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach.

12.3. Immediate Suspension

SynRadar may suspend Customer's access to all or any part of the Service immediately upon written notice where SynRadar reasonably believes that Customer's use of the Service:
(a) threatens the security, integrity or availability of the Service;
(b) violates Applicable Laws;
(c) infringes the intellectual property or other rights of any third party;
(d) exposes SynRadar to legal, regulatory or security risks;
(e) involves fraudulent, unlawful or malicious activity;
(f) materially breaches this Agreement; or
(g) results in non-payment of applicable fees in accordance with Clause 3.
SynRadar shall use commercially reasonable efforts to restore access promptly once the relevant issue has been resolved.

12.4. Termination for Insolvency

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Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, enters into liquidation, ceases carrying on business, is unable to pay its debts as they become due or becomes subject to any bankruptcy, insolvency or analogous proceeding.

12.5. Effect of Termination

Upon termination or expiry of this Agreement:

(a) all licences and rights granted to Customer under this Agreement shall immediately terminate;

(b) Customer shall immediately cease all access to and use of the Service;

(c) Customer shall remain responsible for payment of all fees accrued prior to the effective date of termination;

(d) Customer's rights relating to the export of Customer Data shall be governed by Clause 4.10; and

(e) each party shall comply with its obligations under Clause 7 relating to Confidential Information.

12.6. Survival

The provisions relating to Intellectual Property, Customer Data, Confidentiality, Payment Obligations, Warranties, Limitation of Liability, Indemnification, Governing Law, Dispute Resolution and any provisions which by their nature are intended to survive shall survive the termination or expiry of this Agreement.

13. Compliance with Laws

13.1. Compliance

Each party shall comply with all Applicable Laws in connection with its performance under this Agreement, including, where applicable, laws relating to data protection, privacy, cybersecurity, anti-bribery and anti-corruption, export controls, economic sanctions, anti-money laundering and applicable regulatory requirements.

13.2. Export Controls and Sanctions

Customer shall not access, use, export, re-export, transfer or make the Service available in violation of any applicable export control or economic sanctions laws or regulations, including those administered by India, the United States, the European Union, the United Kingdom or any other competent governmental authority.

Customer represents and warrants that neither it nor any of its Authorized Users is located in, ordinarily resident in, organised under the laws of, or owned or controlled by any person or entity located in a country or territory subject to comprehensive trade sanctions, or identified on any applicable government restricted or denied party list.

13.3. Anti-Bribery

Each party represents and warrants that it shall comply with all applicable anti-bribery and anti-corruption laws and shall not engage in any conduct that would cause the other party to violate such laws.

14. Relationship to Microsoft Azure Marketplace

This Agreement governs the terms under which Customer purchases, accesses and uses the Service from SynRadar through Microsoft Azure Marketplace.

Customer acknowledges and agrees that Microsoft is not a party to this Agreement and, except as expressly required under applicable Microsoft Marketplace policies, Microsoft shall have no responsibility or liability for the Service, including its functionality, availability, maintenance, support, warranties, security, data processing, regulatory compliance, refunds or Customer's use of the Service.

Customer's use of the Microsoft Azure Marketplace platform, including purchasing, billing, subscription management and payment processing, shall remain subject to the applicable Microsoft Marketplace Terms and Conditions.

In the event of any conflict between this Agreement and the applicable Microsoft Marketplace Terms solely with respect to Customer's purchase, billing or subscription mechanics through Microsoft Azure Marketplace, the applicable Microsoft Marketplace Terms shall prevail to the extent of such conflict. In all other respects governing the Service, this Agreement shall prevail as between Customer and SynRadar.

15. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.

The parties shall endeavour to resolve any dispute arising out of or relating to this Agreement through good faith negotiations.

If any dispute is not resolved within thirty (30) days from the commencement of negotiations, either party may refer the dispute to the exclusive jurisdiction of the competent courts at **Mumbai, Maharashtra, India**, which shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement.

Nothing contained in this Agreement shall prevent either party from seeking interim, injunctive or equitable relief before any court of competent jurisdiction to protect its Confidential Information or intellectual property rights.

16. General Provisions

16.1. Entire Agreement

This Agreement, together with the applicable Marketplace Order, Privacy Policy, Data Processing Addendum (if applicable), Service Level Agreement, Support Policy and Documentation expressly incorporated by reference, constitutes the entire

agreement between the parties with respect to the Service and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations and understandings relating to its subject matter.

16.2. Order of Precedence

In the event of any inconsistency between the documents forming part of the contractual relationship between the parties, the following order of precedence shall apply:
(a) the applicable Marketplace Order;
(b) this Agreement;
(c) the applicable Data Processing Addendum;
(d) the applicable Service Level Agreement;
(e) the Support Policy; and
(f) the Documentation.

16.3. Amendments

SynRadar may modify or update this Agreement from time to time to reflect changes in Applicable Laws, regulatory requirements, security requirements, technology or business operations. Any material changes shall become effective upon publication through Microsoft Azure Marketplace or by other reasonable notice to Customer. Continued use of the Service following the effective date of such changes constitutes Customer's acceptance of the revised Agreement.

16.4. Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other party, except to an Affiliate or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by this Agreement.

16.5. Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations under this Agreement to the extent such delay or failure results from causes beyond its reasonable control, including acts of God, natural disasters, floods, fires, earthquakes, epidemics, pandemics, war, terrorism, civil unrest, labour disputes, governmental actions, internet failures, utility failures, cyber-attacks, failures of cloud infrastructure providers or other Force Majeure Events. The affected party shall use commercially reasonable efforts to minimise the effects of the Force Majeure Event and resume performance as soon as reasonably practicable.

16.6. Independent Contractors

The parties are independent contractors. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, agency, fiduciary or employment relationship between the parties.

16.7. Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy, nor shall any partial exercise preclude any further exercise of that or any other right or remedy.

16.8. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

16.9. Electronic Acceptance

Customer acknowledges and agrees that acceptance of this Agreement by electronic means, including by clicking "Accept", subscribing to, deploying, accessing or using the Service through Microsoft Azure Marketplace, constitutes a legally binding acceptance of this Agreement and shall have the same force and effect as execution by physical signature.

16.10. No Reliance

Customer acknowledges that it has not relied upon any representation, warranty, statement or promise not expressly set out in this Agreement. No information contained in demonstrations, marketing materials, presentations, product roadmaps or future development plans shall create any binding obligation unless expressly incorporated into this Agreement.

16.11. Future Functionality

Customer acknowledges that any reference to future product features, functionality, enhancements or development plans is intended solely for informational purposes and shall not constitute a commitment or obligation by SynRadar to deliver any such feature or functionality.

16.12. Taxes

Unless expressly stated otherwise, all fees payable under this Agreement are exclusive of applicable taxes, duties, levies and similar governmental charges. Customer shall be responsible for all such taxes, excluding taxes imposed on SynRadar's net income.

16.13. Notices

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All notices required under this Agreement shall be in writing and may be delivered by email or other recognised electronic means. Notices to SynRadar shall be sent to corporate.affairs@synradar.com or such other address as SynRadar may designate from time to time. Notices to Customer shall be sent to the contact details associated with Customer's Microsoft Azure Marketplace account. Email notices shall be deemed received on the first Business Day following transmission unless the sender receives an automated delivery failure notification.

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