

# XENARMOR SOFTWARE LICENSE AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING ANY SOFTWARE FROM "XENARMOR GLOBAL SECURITY SOLUTIONS PRIVATE LIMITED".

## 1. DEFINITIONS

*'Authorized User or Licensee'* refers to any person attached to the organization or the company or individual to whom the License is granted.

*"Owner or Licensor"* refers to the owner of the software i.e. the Company **"XENARMOR GLOBAL SECURITY SOLUTIONS"** who is granting the License.

## 2. GRANT OF LICENSE

In consideration of payment of the applicable amount by Licensee, Licensor grants and agrees to grant Licensee, subject to the terms and conditions of this Agreement, a personal, non-transferable, non-exclusive License to use the software within the company or organization either private or government. It allows Licensee to use the software for personal or professional use within business or home environments.

## 3. RESTRICTIONS

Except as expressly permitted herein, licensee shall not directly or indirectly

- a) copy, alter, adapt, modify, translate, or create derivative works of the Software or any portion thereof
- b) separate the software into component parts for transfer to or use by a third party
- c) rent, lease, loan, sell, distribute, sublicense or lend the Software to any third party
- d) reverse engineer, decompile or disassemble the binary versions of the software, except and only to the extent that applicable law expressly permits, despite this limitation
- e) remove, alter or obscure any proprietary notices, including without limitation, copyright or trademark notices

Licensee may make reasonable copies of the Software for back-up and archival purposes in accordance with applicable law. Licensee shall reproduce the Software accurately and include all original copyright and trademark notices, claims of confidentiality, or trade secrets, and other proprietary rights notices on all back-up or archival copies. Any copies that Licensee makes of the Software, in whole or in part are Licensee's sole property.

#### **4. RESERVATION OF RIGHTS**

Each copy of the Software is licensed, not sold. Licensor does not grant and Licensee do not obtain any implied licenses under this Agreement. Licensor reserves all rights, title and all ownership interests in all proprietary rights, including without limitation copyrights, trademark rights, patent rights, trade secret rights, and any other intellectual or industrial property rights throughout the world with respect to the Software.

#### **5. INTELLECTUAL PROPERTY**

Copyright, trademark and all other proprietary rights in the Content (including but not limited to software, services, audio, video, text and photographs) rests with Licensor or its licensors. All rights in the Content not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the products except as expressly authorized herein.

This software may contain trademarks, service marks, trade names and logos of third parties. Licensor uses them solely to describe the functionality of its products and provide accurate information about the use of the products. Licensor hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Licensor disclaims any proprietary interests in the intellectual property rights other than their own.

#### **6. SUPPORT AND SOFTWARE UPDATES**

During the support period, Licensee is entitled to technical services and support for the Software. Licensor reserves the right to respond to a support incident or query within regular business hours only and may take certain amount of time as necessary based upon the nature of the issue. During the support period Licensee is eligible for free updates to the Software as long as Licensee possesses a valid license to prior version. These free updates may not include major versions or dot releases depending upon the support plans and it may differ from software to software unless explicitly stated otherwise.

#### **7. Export Restrictions**

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use as per the laws in your respective country.

## **8. DISCLAIMER OF WARRANTY**

THE SOFTWARE IS PROVIDED "**AS IS**" WITHOUT ANY WARRANTY OF ANY KIND. LICENSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO OR RELATING TO THE SOFTWARE PRODUCT OF THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF. LICENSOR MAKES NO WARRANTY THAT ALL ERRORS, FAILURES OR DEFECTS WILL BE CORRECTED. THIS SECTION 4 SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

Some jurisdictions prohibit the exclusion of implied warranties or limitations. In this case, Licensee's sole and exclusive remedy for a breach of warranty shall be, at Licensor's option and in its sole discretion, replacement or repair of the Software or return for a refund of the purchase price, if any.

## **9. LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST BUSINESS OPPORTUNITIES, LOST OR INACCESSIBLE DATA OR INFORMATION, UNAUTHORIZED ACCESS TO DATA OR INFORMATION OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE AUTHORIZED OR UNAUTHORIZED USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE AND IRRESPECTIVE OF WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE SUBJECT MATTER HEREOF EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100.00).

Some jurisdictions do not allow the limitation of incidental or consequential damages so this limitation may not apply fully to Licensee, but such limitation shall apply to the maximum extent permitted by applicable law. Licensee acknowledges that the pricing of the Software and other terms of this Agreement reflect the allocation of risk in this Agreement and that Licensor would not enter into this Agreement without these limitations on its liability.

## **10. TERM and TERMINATION**

The term of this Agreement is effective as of the date Licensee accepts the terms of this Agreement by installing the Software and shall continue until terminated. Without prejudice to any other rights or remedies Licensors may have at law or in equity, Licensors may immediately terminate this Agreement if Licensee fails to comply with any term of this Agreement or if Licensee is involved in unauthorized or unlawful use of this software. Upon termination of this Agreement, Licensee shall immediately discontinue use of the Software and destroy all copies of the Software including back-up copies.

## **11. THIRD-PARTY LICENSES**

This product includes PuTTY, which is licensed & distributed under the MIT License. A copyright notice with license details is included in the 'Third\_Party\_Licenses' directory

## **12. CONTACT INFORMATION**

If you have any questions or concerns regarding this license agreement, then kindly reach us at [\*\*contact@xenarmor.com\*\*](mailto:contact@xenarmor.com)

**© XENARMOR GLOBAL SECURITY SOLUTIONS PRIVATE LIMITED. All rights reserved. The Product, including the Software and any accompanying Documentation, are copyrighted and protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.**