NOTES: inSync is a unified data protection and governance solution for enterprise endpoints including laptops, smartphones and tablets. The unified solution offers award-winning endpoint backup, secure file sharing & collaboration, data loss prevention (DLP) with data encryption, geo-tracking and remote data delete, and information technology (IT) data governance with analytics and e-discovery enablement. Activation and an Internet connection are required for use. inSync will launch automatically on startup.

This software license agreement is comprised of the Druva End User License Agreement and Privacy Policy. Druva's Privacy Policy is available at http://www.druva.com/privacy-policy/

By Clicking "Continue" I consent to Druva's EULA and Privacy Policy

END USER LICENSE AGREEMENT

Druva inSync Client is certified as a Trusted Download application by TRUSTe signifying that the Druva inSync Client application has been tested by TRUSTe for compliance with TRUSTe's TDP program requirements including transparency, accountability and choice regarding the collection and use of your personal information. TRUSTe's mission is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding the Druva inSync Client application, please contact us at Druva Inc. 150 Mathilda Place, Suite 450, Sunnyvale, CA 94086, or by email at support@druva.com or by phone at +1 888-248-4976. If you are not satisfied with our response you can contact TRUSTe http://clicktoverify.truste.com/pvr.php?page=validate&softwareProgramId=533&sealid=112. The TRUSTe Trusted Download program only covers the Druva inSync Client for Windows and OSX.

PLEASE READ THIS END USER LICENSE AGREEMENT (HEREINAFTER, THIS **"Agreement"**) CAREFULLY. BY INSTALLING OR USING THE SOFTWARE AND/OR ANY UPDATES THERETO, YOU:

• AGREE TO THE FOLLOWING TERMS ON BEHALF OF CUSTOMER OF DRUVA (AS DEFINED BELOW) WITH WHICH YOU ARE EMPLOYED, ENGAGED OR ASSOCIATED ("CUSTOMER"),
• REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THE FOLLOWING TERMS,
• REPRESENT THAT YOU ARE AN AUTHORIZED USER (AS DEFINED BELOW) OF CUSTOMER UNDER THE CUSTOMER AGREEMENT BETWEEN DRUVA AND CUSTOMER (THE "CUSTOMER AGREEMENT"), AND
• AGREE TO BE BOUND BY THE FOLLOWING TERMS AS AN AUTHORIZED USER.

If Customer does not agree to this Agreement, you do not have such authority, you are not an Authorized User, or you do not agree to these terms, you SHALL NOT, AND SHALL HAVE NO RIGHT TO, USE THE SOFTWARE AND/OR ANY UPDATES IN ANY MANNER.

THIS AGREEMENT IS GOVERNED BY THE CUSTOMER AGREEMENT. In the event of any conflict between the Customer Agreement and this Agreement regarding the rights and obligations of Customer, the Customer Agreement shall prevail.

1. <u>Definitions.</u> A capitalized term not otherwise defined in this Agreement shall have the following meaning:

   (1) "Authorized Users" shall mean natural persons who are authorized by Customer to use the Client Software and/or the Cloud Services, as applicable, and who have been supplied user identification and passwords by Customer (or by Druva (or an affiliate of Druva) at Customer's request), including you.

   (2) "Client Software" shall mean the client software agent installed on your device and any feature or functionality add-ons, and any modified versions and copies of, and upgrades, updates and additions to such software, licensed to Customer and you.

   (3) "Cloud Services" shall mean the endpoint data protection and sharing software-as-a-service solution and any feature or functionality add-ons, and any modified versions of, and upgrades, updates and additions to such solution, licensed to Customer pursuant to the Customer Agreement.

   (4) "Customer Data" shall mean data, information and materials of Customer or its Authorized Users that Customer or its Authorized Users uploads to, stores on, or accesses with, Druva's products and services.

   (5) "Druva" shall mean Druva Technologies Pte. Ltd. or its designated assigns, successors and transferees.

   (6) "Documentation" shall mean the published user guides, manuals, instructions and/or specifications provided or made available to Customer and you with respect to the Software and the Cloud Services.

   (7) "Server Software" shall mean the software installed on Customer's server hardware and any feature or functionality add-ons, and any modified versions and copies of, and upgrades, updates and additions to such software, licensed to Customer pursuant to the Customer Agreement.

   (8) "Software" shall mean the Server Software and the Client Software.

(9) **"Term" shall mean the period of time during which the Software and/or the Cloud Services, as applicable, are contracted to be available to Customer pursuant to the Customer Agreement, unless earlier terminated pursuant to the Customer Agreement; provided, however, that if you are using the Software on an evaluation or trial basis, then the Term shall mean the applicable evaluation or trial term, unless earlier terminated.**

2. <u>License.</u> **Subject to the restrictions and limitations set forth in this Agreement, your compliance with this Agreement and Customer's compliance with the Customer Agreement, Druva grants you a non-transferable, non-exclusive, limited and restricted license to install and use one copy of the Client Software solely on your phone, tablet, laptop or other computing device, which excludes servers, for the purpose of storing and retrieving Customer Data for Customer's own internal business purposes only in a manner pursuant to this Agreement, the Customer Agreement and the applicable Documentation for the Term unless earlier terminated. Druva reserves the right, in its sole discretion, to make unscheduled updates or upgrades to the Software as made commercially available to Druva's customers. Druva will inform the Customer of changes in the Software through an in-product notification and also give the Customer an opportunity to uninstall the Client Software prior to such unscheduled updates or upgrades. You understand that during such deployments, functionality of the Software may be unavailable and outages may occur. You may make copies of the Documentation for your own internal use in connection with your use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary.**

3. <u>Ownership.</u> **The Software, any authorized copies that Customer makes, the Cloud Services and the Documentation are the intellectual property of and are owned by Druva and its suppliers. Any open source software contained in the Software is governed by its respective license agreement. As between Druva, and Customer and you, Druva retains title to and ownership of all right, title and interest in the Software, the Cloud Services and the Documentation, including all intellectual property and other proprietary rights therein, and subject to the applicable limited licenses expressly granted by Druva to Customer in the Customer Agreement and you in this Agreement, you do not have any right, title or interest in the Software, the Cloud Services or the Documentation. All rights not expressly granted in the Customer Agreement and this Agreement are reserved by Druva and its suppliers.**

4. <u>Restrictions and Requirements.</u> You agree to comply with the following:

    (1) <u>Proprietary Notices</u>. **You will not remove or modify any trademarks, trade names, service marks, service names, logos or brands, or copyright or other proprietary notices on the Software, the Cloud Services or the Documentation, or add any other markings or notices to the Software, the Cloud Services or the Documentation.**

    (2) <u>Use Obligations.</u> **You (i) will access and use the Software and the Cloud Services in accordance with this Agreement and the applicable Documentation, (ii) will not use the Software or the Cloud Services or permit the Software or the Cloud Services to be used to perform any file storage or other services for any third party, (iii) will not upload or permit the Software or the Cloud Services to be used to upload any Customer Data that (A) infringes the intellectual property rights or other proprietary rights of any third party, (B) is unlawful or objectionable material or (C) contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots, (iv) will not use or permit the use of any software, hardware, application or process that (A) interferes with the Software or the Cloud Services, (B) interferes with or disrupts servers, systems or networks connected to the Software or the Cloud Services, or violates the regulations, policies or procedures of such servers, systems or networks, (C) accesses or attempts to access another customer's accounts, servers, systems or networks without authorization, (D) harasses or interferes with another customer's use and enjoyment of the Software or the Cloud Services or (E) in Druva's sole discretion, inordinately burdens the resources of Druva and/or its affiliates that are providing the Software and/or the Cloud Services, or (v) will not tamper with or breach the security of the Software or the Cloud Services.**

    (3) <u>No Modifications</u>. **You will not modify, port, adapt, translate or create any derivative work based upon, the Software, the Cloud Services or the Documentation.**

    (4) <u>No Reverse Engineering</u>. **You will not reverse engineer, decompile, disassemble or otherwise derive or attempt to derive the source code of the Software or the Cloud Services, except as otherwise expressly permitted by applicable law.**

    (5) <u>No Transfer</u>. **You will not copy, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, use or offer the Software or the Cloud Services on a service bureau basis, deliver or otherwise transfer the Software or the Cloud Services, in whole or in part.**

    (6) <u>No Illegal Activity</u>. **You will comply with all applicable laws and regulations in your use of the Software and the Cloud Services.**

    (7) <u>No Hazardous or Regulated Use</u>. **You acknowledge that the Software and the Cloud Services are not designed, intended or authorized for use in hazardous or mission-critical circumstances or for uses requiring fail-safe performance. You will not use the Software or the Cloud Services for activities where use or failure of the Software or the Cloud Services could lead to environmental damage, property**

damage, death or personal injury. Customer, not Druva, is responsible for any applicable vertical or industry-specific regulation compliance.

    (8) Usage and Configuration Metrics. **Druva or its authorized representatives may track users, devices, storage capacity and storage locations of Customer remotely, through functionality integrated with the Software or the Cloud Services or otherwise. Druva and its affiliates may collect and use such information only for its internal business purposes, including to perform, and to ensure compliance with, this Agreement.**

5. Confidential Information. **The Software, the Cloud Services and the Documentation contain proprietary and confidential information of Druva. You agree to protect and preserve the confidentiality of Druva's proprietary and confidential information from unauthorized disclosure or use with at least the same degree of care that you apply to your own confidential information, but no less than reasonable care, and not to use or disclose to any person or entity any Druva confidential information except in accordance with this Agreement. You agree that Druva may pursue any and all remedies at law, in equity or otherwise for any actual or threatened breach of this Section.**

6. Limited Warranty. **EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN THE CUSTOMER AGREEMENT, THE SOFTWARE AND THE CLOUD SERVICES ARE PROVIDED "AS IS" AND (i) DRUVA SPECIFICALLY disclaims ANY AND ALL warranties, whether express, implied, STATUTORY OR otherwise, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) DRUVA DOES NOT WARRANT THAT THE SOFTWARE, CLOUD SERVICES OR ANY PART THEREOF, OR USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE, UNBREACHABLE OR VIRUS FREE, OR WILL MEET CUSTOMER'S QUALITY AND PERFORMANCE REQUIREMENTS. CUSTOMER ASSUMES THE ENTIRE RISK OF AND SHALL NOT HOLD DRUVA RESPONSIBLE FOR ANY ALTERATION, COMPROMISE, CORRUPTION OR LOSS OF CUSTOMER DATA, NOTWITHSTANDING ANY SECURITY OR OTHER MEASURE THAT MAY BE PROVIDED BY DRUVA. DRUVA'S LIMITED WARRANTY DOES NOT APPLY TO BETA, PRE-RELEASE, EVALUATION, STARTER, TRIAL AND PRODUCT SAMPLER, WHICH ARE MADE AVAILABLE "AS IS" AND WITHOUT WARRANTY FROM DRUVA, AND ANY USE OF SUCH SOFTWARE OR CLOUD SERVICES IS ENTIRELY AT CUSTOMER'S OWN RISK.**

7. Limitation of Liability. **IN NO EVENT SHALL DRUVA BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF BUSINESS, GOODWILL, REVENUE, USE OR OTHER ECONOMIC ADVANTAGE, BUSINESS INTERRUPTION, OR ANY ALTERATION, COMPROMISE, CORRUPTION OR LOSS OF CUSTOMER DATA) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SOFTWARE, THE CLOUD SERVICES, THE DOCUMENTATION OR USE THEREOF, THE CUSTOMER AGREEMENT OR THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DRUVA'S AGGREGATE LIABILITY UNDER THE CUSTOMER AGREEMENT, THIS AGREEMENT ANY OTHER AGREEMENTS WITH AUTHORIZED USERS SHALL BE LIMITED TO THE AGGREGATE LIABILITY LIMTATION SET FORTH IN THE CUSTOMER AGREEMENT. No claim against Druva may be brought more than one year after the facts giving rise to such claim has arisen. The limitations of liability and exclusions of damages in this Section form an essential basis of the bargain between the parties and shall survive and apply even if any remedy specified in this Agreement is found to have failed its essential purpose.**

8. Term; Suspension; Termination. **The term of this Agreement shall be the Term, unless earlier terminated by Druva pursuant to this Agreement. This Agreement shall terminate on the expiration or termination of the Customer Agreement. In the event of any actual or threatened breach of this Agreement by you, without limiting Druva's other rights and remedies and notwithstanding anything in this Agreement to the contrary, Druva may immediately suspend your use of the Software and the Cloud Services. Notwithstanding the above, Druva may immediately terminate this Agreement without prior written notice or an opportunity to cure in the event of an actual or threatened breach of Section 2, 3, 4 or 5. Upon expiration or termination of this Agreement, the license rights granted by Druva to you pursuant to this Agreement will cease immediately and you will immediately cease all use of the Software and the Cloud Services, as applicable, and delete (or, at Druva's request, return) all related Documentation, passwords, Client Software and any Druva confidential information in your possession. Sections 3, 4, 5, 6, 7, 8 and 9 will survive any termination or expiration of this Agreement.**

9. General.

    (1) Parties. **Nothing in this Agreement shall be deemed to constitute a joint venture or partnership between the parties, nor constitute any party as the agent of the other party for any purpose, or entitle any party to commit or bind the other party in any manner. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, Customer, Druva's affiliates and their respective successors and permitted assigns any rights or obligations, except as expressly provided in this Agreement.**

    (2) Governing Law, Jurisdiction and Attorneys' Fees. **This Agreement shall be governed by the laws of: (i) Singapore, if a license is obtained when Customer is headquartered in Asia (other than the India subcontinent), (ii) India, if a license is obtained when Customer is headquartered in the India subcontinent, (iii) England, if a license is obtained when Customer is headquartered in Europe or the Middle East, or (iv) California, United States, if a license is obtained when Customer is headquartered in**

any other jurisdiction not described above. The respective courts of Singapore when Singapore law applies, Mumbai, India when India law applies, London, England when England law applies, or Santa Clara County, California, United States when California law applies shall each have exclusive jurisdiction for any dispute between the parties, and the parties consent to venue and personal jurisdiction there. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY. This Agreement shall not be governed by the conflict of law rules of any jurisdiction, the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, the application of which is expressly excluded. If any action is pursued to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which such party may be entitled.

(3) Export Laws. You understand that the Software, the Cloud Services and the export and re-export of data via the Software and Cloud Services may be controlled by the laws of one or more countries governing technology use and transfer, including U.S. Export Administration Regulations. You will not use or transfer any technology or data in violation of such laws.

(4) Entire Agreement; Amendment; Waiver. The Customer Agreement and this Agreement are the entire agreement with respect to the subject matter hereof and thereof, and supersedes any prior communications, discussions, understandings or agreements. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived with the written consent of duly authorized representatives of Druva and Customer.

(5) Severability. If any provision of this Agreement is held to be unenforceable, the parties agree in good faith to modify such provision to reflect the parties' intent and only to the extent necessary to make such provision enforceable, and the remaining provisions of this Agreement shall remain in full force and effect; provided, however, that if the parties are unable to modify such provision as described above and Druva determines that such provision is essential to this Agreement, then Druva may terminate this Agreement by notifying the other party in writing. The unenforceability of any provision in any jurisdiction shall not affect the enforceability of such provision in any other jurisdiction.

(6) Subcontracts; Assignment. Druva may subcontract any services to be performed pursuant to this Agreement without consent and without providing notice. Druva may assign or transfer this Agreement, in whole or in part, to any affiliate or in connection with any acquisition, consolidation, demerger, merger, reorganization, transfer of all or substantially all of its assets or other business combination, or by operation of law without consent and without providing notice. Neither Customer nor you may assign or transfer any part of this Agreement by business combination, operation of law or otherwise without Druva's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and permitted assigns.

(7) Force Majeure. Druva shall not be liable for its inadequate performance caused by any condition beyond the reasonable control of Druva or its suppliers, including accidents, acts of God or nature, government acts, civil unrest, acts of war or terrorism, strikes or other labor problems, failures in computer, hardware, telecommunications, internet service provider or hosting facilities, power shortages and denial of service attacks.

(8) Uninstall Instructions. The Client Software may be uninstalled by following the instructions accessible through the following: Uninstalling inSync Client