

END-USER LICENSE AGREEMENT



Wi-Fi



Switches



Gateways



Q-Services

END-USER AGREEMENT

This agreement sets forth the terms and conditions under which Zen Exim Pvt. Ltd. or its affiliates hereinafter referred to collectively as (“Quantum”) is willing to grant the entity identified on the Order (“Customer”) access to the Services. In consideration of the covenants and conditions set forth herein, each Quantum and the Customer agree as follows:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR USING THE SERVICE, THE CUSTOMER ACKNOWLEDGES THAT (1) HE HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, (2) THE PERSON ACCEPTING THIS AGREEMENT IS OF A LEGAL AGE TO FORM A BINDING AGREEMENT WITH QUANTUM, AND (3) THE PERSON ACCEPTING THIS AGREEMENT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY HE/SHE HAS NAMED AS THE CUSTOMER, AND TO BIND THAT ENTITY TO THIS AGREEMENT. IF YOU ARE A QUANTUM PARTNER (AS DEFINED BELOW) READING THIS AT A CUSTOMER’S REQUEST, THE CUSTOMER MUST REVIEW AND ACCEPT THESE TERMS, YOU MAY NOT ACCEPT THESE TERMS ON THE CUSTOMER’S BEHALF. IF THE CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, THE CUSTOMER MAY NOT USE THE SERVICE.

Definitions

“**Affiliate**” means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“**Approved Source**” means Quantum or a Quantum Partner.

“**Authorized Third Parties**” means your Users, your Affiliates, your third-party service providers, and each of their respective Users, permitted to access and use Quantum Technology on Your behalf as part of Your Entitlement.

“**Cloud Service**” means the Quantum-hosted software-as-a-service offering or other Quantum cloud-enabled feature described in the applicable Product specific terms. Cloud Service includes applicable Documentation and may also include Software.

“Confidential Information” means non-public proprietary information of the disclosing party (**“Discloser”**) obtained by the receiving party (**“Recipient”**) in connection with this EULA, which:

- (a) Is conspicuously marked as confidential or, if verbally disclosed, is summarized in writing to the recipient within 14 days and marked as confidential; or
- (b) Is information which, by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

“Delivery Date” means the date agreed in your entitlement or if no date is agreed:

(a) Where usage rights in software or cloud services are granted separately:

- (1) For software, the earlier of the date software is made available for Download or Installation, or the date that Quantum ships the tangible media containing the software; and
- (2) For cloud services, the date on which the cloud service is made available for your use; or

(b) Where usage rights in the software and cloud services are granted together, the earlier date of software is made available for Download, or the date on which the cloud service is made available for your use.

“Documentation” means the technical specifications and usage materials officially published by Quantum specifying the functionalities and capabilities of the applicable Quantum Services.

“Entitlement” means the specific metrics, duration, and quantity of Quantum Technology. You commit to acquire from an Approved Source through individual acquisitions or Your participation in a Quantum buying program.

“Malicious Code” means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by Quantum Technology (for example, as part of some of Quantum security products).

“Product Specific Terms” means additional product-related terms applicable to specific Quantum Technology as set out in the EULA of that service.

"Quantum", **"we"**, **"our"**, or **"us"** means Zen Exim Pvt. Ltd., or its applicable Affiliate(s).

"Quantum Content" means any:

- (a) Content or data provided by Quantum to you as part of your use of the Quantum Services; and
- (b) Content or data that Quantum Services generates or derives in connection with your use.

Quantum Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds, and Quantum's compilation of suspicious URLs.

"Quantum Partner" means a Quantum-authorized reseller, distributor, or systems integrator authorized by Quantum to sell Quantum Products and Services.

"QUANTUM TECHNOLOGY" means a collection of Quantum technologies such as products, software and service license to the customer as purchased from Quantum Partner.

"Software" means the Quantum computer programs, including Upgrades, firmware and applicable Documentation.

"Upgrades" means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

"Usage Term" means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Quantum Technology.

"User" means the individuals (including contractors or employees) permitted to access and use Quantum Technology on Your behalf as part of Your Entitlement.

"You/Customer" means the individual or legal entity acquiring Usage Rights in the Quantum Technology.

1. Scope and Applicability

1.1 This End User License Agreement (“**EULA**”) between you and Zen Exim Pvt. Ltd. or its affiliates. (“Quantum”) and covers your use of the Software and Cloud Services (“**Quantum® Technology**”). Definitions are covered in Section 13 (Definitions).

1.2 You agree to be bound by this EULA through: (a) Your Download, Installation, or Use of Quantum Technology; or (b) Your express agreement to this EULA.

1.3 If you do not have the authority to enter into this EULA or You do not agree with its terms, do not use Quantum Technology. You may request a refund for the Software within 30 days of your initial purchase provided you return the Software to the Approved Source and disable or uninstall it. This paragraph does not apply where you have expressly agreed to end-user license terms with Quantum® as part of a transaction with an Approved Source.

2. Using Quantum® Technology

2.1 License and Right to Use. Quantum grants you a non-exclusive, non-transferable (a) license to use the Software; and (b) the right to use the Cloud Services

2.2 Beta and Trial Use. If Quantum grants you usage rights in Quantum Technology on a trial, evaluation, beta, or other free-of-charge basis (“**Evaluation Software and Services**”):

- a) You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Quantum in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to you;
- b) If You fail to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice;
- c) Quantum, at its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Quantum® Technology; and
- d) The Evaluation Software and Services may not have been subject to Quantum’s usual testing and quality assurance processes and may contain bugs, errors, or other issues. Unless agreed in writing by Quantum, you will not put Evaluation Software and Services

into production use. Quantum provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Quantum has no liability relating to Your use of the Evaluation Software and Services.

2.3 Upgrades or Additional Copies of Software. You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if you have:

- a) acquired such rights under a support agreement covering the Software; or both as acquired from an Approved Source for Your direct benefit during the Usage Term and as set out in Your Entitlement and this EULA (collectively, the “**Usage Rights**”).
- b) Purchased the right to use Upgrades or additional copies separately.

2.4 Subscription Renewal. Usage Rights in Quantum Technology acquired on a subscription basis shall be as per license terms granted by initial purchase and for the renewal period indicated on the order You or Your Quantum Partner placed with Quantum (“**Renewal Term**”) unless:

- a) You notify Your Approved Source in writing at least 45 days before the end of Your “then-current” Usage Term of Your intention not to renew; or
- b) You or Your Quantum Partner elect not to auto-renew at the time of the initial order placed with Quantum. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Quantum Partner promptly notify Quantum in writing before the renewal date that You do not accept the fee changes. In that case, your subscription will terminate at the end of the current Usage Term.

3. **Additional Conditions of Use**

3.1 Quantum Technology Generally. Unless expressly agreed by Quantum, you shall not:

- a) transfer, sell, sublicense, monetize or make the functionality of any Quantum Technology available to any third party;
- b) use the Software on second-hand or refurbished Quantum equipment not authorized by Quantum, or use Software licensed for a specific device on a different device (except as permitted under Quantum’s Software License Policy);
- c) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;

- d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Quantum Technology; or
- e) use Quantum Content other than as part of Your permitted use of the Quantum Technology.

3.2 Cloud Services. You will not intentionally:

- a) interfere with other customers' access to, or use of the Cloud Service, or with its security;
- b) facilitate the attack or disruption of the Cloud Service, including a denial-of-service attack, unauthorized access, penetration testing, crawling or distribution of malware (including viruses, Trojan horses, worms, time bombs, spyware, adware, and cancelbots);
- c) cause an unusual spike or increase in Your use of the Cloud Service that negatively affects the operation of the Cloud Service; or
- d) Submit any information that is not contemplated in the applicable Documentation.

3.1. Evolving Quantum Technology

(a) Changes to Cloud Services.

Quantum may:

(1) enhance or refine a Cloud Service, although in doing so, Quantum will not materially reduce the core functionality of that Cloud Service, except as contemplated in Section 3.3(b) (End of Life); and

(2) Perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which You may experience some disruption to that Cloud Service. Whenever reasonably practicable, Quantum will provide You with advance notice of such maintenance. You acknowledge that occasionally, Quantum may need to perform emergency maintenance without providing You advance notice, during which Quantum may temporarily suspend Your access and use of the Cloud Service.

Protecting Account Access. You will keep all account information up to date, use reasonable means to protect Your account information, passwords, and other login credentials, and promptly notify Quantum of any known or suspected unauthorized use of or access to Your account.

Use with Third Party Products. If You use Quantum Technology with third-party products, such use is at Your risk. You are responsible for complying with any third-party

provider terms, including its privacy policy. Quantum does not provide support or guarantee ongoing integration support for products that are not a native part of the Quantum Technology.

Open-Source Software. Quantum's use of open-source code in Quantum Technology will not: (a) materially or adversely affect Your ability to exercise Usage Rights in that Quantum Technology; or (b) cause Your software to become subject to an open-source license, provided You only use Quantum Technology in accordance with Documentation and in object code form.

4. **Fees**

To the extent permitted by law, orders for Quantum Technology are non-cancellable. Fees for Your use of Quantum Technology are set out in your purchase terms with your Approved Source. If you use Quantum Technology beyond your Entitlement ("**Overage**"), the approved source may invoice you, and You agree to pay, for such Overage.

5. **Confidential Information and Use of Data**

5.1 **Confidentiality**

(a) Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates and contractors who need to know ("**Permitted Recipients**").

(b) Recipient: (1) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this EULA; and (2) is liable for any breach of this Section by its Permitted Recipients.

(c) Such nondisclosure obligations will not apply to information which: (1) is known by Recipient without confidentiality obligations; (2) is or has become public knowledge through no fault of Recipient; or (3) is independently developed by Recipient.

(d) Recipient may disclose Discloser's Confidential Information if required under a regulation, law, or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser.

(e) Upon the reasonable request of the Discloser, Recipient will return, delete or destroy all Confidential Information of the Discloser and certify the same.

5.2 Notice and Consent. To the extent Your use of the Quantum Technology requires it, you are responsible for providing notice to, and obtaining consent from, individuals regarding the collection, processing, transfer, and storage of their data through Your use of the Quantum Technology. Quantum will access, process, and use data in connection with Your use of the Quantum Technology in accordance with applicable privacy and data protection laws.

6. **Ownership**

6.1 Unless agreed in writing, nothing in this EULA transfers ownership in, or grants any license to any intellectual property rights. You retain any ownership of Your Content and Quantum retains ownership of the Quantum Technology, and Quantum Content.

6.2 Quantum may use any feedback You provide in connection with Your use of the Quantum Technology as part of its business operations.

7. **Indemnification**

7.1 Claims. Quantum will defend any third-party claim against You that Your valid use of Quantum Technology under Your Entitlement infringes a third party's patent, copyright, or registered trademark (the "**IP Claim**"). Quantum will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim provided that you:

- (a) Promptly notify Quantum in writing of the IP Claim;
- (b) Fully cooperate with Quantum in the defence of the IP Claim; and
- (c) Grant Quantum the right to exclusively control the defence and settlement of the IP Claim, and any subsequent appeal.

7.2 Additional Remedies. If an IP Claim is made and prevents Your exercise of the Usage Rights, Quantum will either procure You the right to continue using the Quantum Technology, or replace or modify the Quantum Technology with a functionality that is at least equivalent. Only if Quantum determines that these alternatives are not reasonably available, Quantum may terminate Your Usage Rights granted under this EULA upon written notice to You and will refund You a prorated portion of the fee You paid for the Quantum Technology for the remainder of the unexpired Usage Term.

7.3 Exclusions. Quantum has no obligation regarding any IP Claim based on: (a) compliance with any designs, specifications, or requirements You provide or a third party provides; (b) Your modification of any Quantum Technology or modification by a third

party; (c) the amount or duration of use made of the Quantum Technology, revenue You earned, or services You offered; (d) combination, operation, or use of the Quantum Technology with non-Quantum products, software or business processes; (e) Your failure to modify, or replace the Quantum Technology as required by Quantum; or (f) any Quantum Technology provided on a no charge, beta or evaluation basis.

7.4 This Section 7 states Quantum's entire obligation and your exclusive remedy regarding any IP Claim against You.

8 Performance.

8.1 Malicious Code. Quantum will use commercially reasonable efforts to deliver Quantum Technology free of Malicious Code.

8.2 Qualifications (a) Sections 8.1 and 8.2 do not apply if the Quantum Technology or the equipment on which it is authorized for use: (1) has been altered, except by Quantum or its authorized representative; (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Quantum's instructions; (3) is acquired on a no charge, beta or evaluation basis; (4) is not a Quantum-branded product or service; or (5) has not been provided by an Approved Source.

Quantum will have no obligation to reimburse You for attorney fees and costs incurred prior to Quantum's receipt of notification of the IP Claim. You, at Your own expense, may retain Your own legal representation.

9 Warranties and Representations

Upon Your prompt written notification to the Approved Source during the warranty period of Quantum's breach of this Section 8, Your sole and exclusive remedy (unless otherwise required by law) is, at Quantum's option, either: (1) repair or replacement of the applicable Quantum® Technology; or (2) a refund of either:

(A) The license fees paid for the non-conforming Software; or

(B) The fees paid for the period in which the Cloud Service did not comply, excluding any amounts paid or owed under an applicable service level agreement/objective.

(C) Where Quantum provides a refund of license fees for Software, you must return or destroy all copies of the applicable Software.

(D) Except as set out in this Section and to the extent permitted by law, Quantum expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty condition, or other implied terms as to merchantability, fitness for a particular purpose or non-infringement, or that the Quantum Technology will be secure, uninterrupted or error-free.

(E) If You are a consumer, you may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, to the extent prohibited, they will not apply.

Neither party will be liable for indirect, incidental, exemplary, special, or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill, or anticipated sales or savings.

10. Terminations

(a) If you materially breach this EULA and do not cure that breach within 30 days after receipt of written notice of the breach, Quantum may terminate this EULA for the cause.

(b) Quantum may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (Quantum Technology Generally), 3.2 (Cloud Services), or 12.8 (Export).

(c) Upon termination of the EULA, You must stop using the Quantum Technology and destroy any copies of Software and Confidential Information within Your control.

(d) If this EULA is terminated due to Quantum's material breach, Quantum will refund You or Your Approved Source the prorated portion of fees You have prepaid for the Usage Rights beyond the date of termination.

(e) Upon Quantum's termination of this EULA for Your material breach, You will pay Quantum or the Approved Source any unpaid fees through the end of the then-current Usage Term. If You continue to use or access any Quantum Technology after termination, Quantum or the Approved Source may invoice You, and You agree to pay for such continued use.

11. Verification

11.1 During the Usage Term and for a period of 12 months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Quantum Technology sufficient to verify compliance with this EULA ("**Verification Records**"). Upon reasonable advance notice, and no more than once per 12-month period, You will, within 30 days from Quantum's notice, allow Quantum and its auditors

access to the Verification Records and any applicable books, systems (including Quantum product(s) or other equipment), and accounts during Your normal business hours.

12. General Provisions

12.1 **Survival.** Sections 3 (Additional Conditions of Use), 4 (Fees), 5 (Confidential Information and Use of Data), 6 (Ownership), 8 (Warranties and Representations), 9 (Liability), 10 (Termination and Suspension), 11 (Verification) and 12 (General Provisions) survive termination or expiration of this EULA.

12.2 **Third-Party Beneficiaries.** This EULA does not grant any right or cause of action to any third party.

12.3 Assignment and Subcontracting.

(a) Except as set out below, neither party may assign nor novate this EULA in whole or in part without the other party's express written consent.

(b) Quantum may: (1) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of Quantum, or otherwise as part of a sale or transfer of any part of its business; or

(2) Subcontract any performance associated with the Quantum Technology to third parties, provided that such subcontract does not relieve Quantum of any of its obligations under this EULA.

12.4 **Quantum Partner Transactions.** If You purchase Quantum Technology from a Quantum Partner, the terms of this EULA apply to Your use of that Quantum Technology and prevail over any inconsistent provisions in Your agreement with the Quantum Partner.

12.5 Modifications **to the EULA.** Quantum may change this EULA or any of its components by updating this EULA. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.

12.6 Compliance with Laws

(a) **General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Quantum may restrict the availability of Quantum Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations.

12.7 Export. Quantum's Software, Cloud Services, products, technology, and services (collectively the "**Quantum Products**") are subject to applicable laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export, or re-export any Quantum Products in a way that would cause Quantum to violate those laws. You also agree to obtain any required licenses or authorizations.

12.8 Governing **Law and Venue**. This EULA, and any disputes arising from it, if the bills/invoices are issued by Zen Exim Pvt. Ltd., will be governed exclusively by the Indian Courts and Indian laws. However, if any other affiliate entity of Quantum issues bills/invoices, then this EULA would be governed by such affiliate entity's country courts and laws. Regardless of the below governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of Quantum's intellectual property or proprietary rights.

Arbitration: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration, if the bills/invoices are issued by Zen Exim Pvt. Ltd., then the seat of arbitration shall be in Ahmedabad, India, and will be governed exclusively by the Indian laws. However, if any other affiliate entity of Quantum issues bills/invoices, then the seat of arbitration shall be Singapore and would be governed by such affiliate entity's country laws. An award of arbitration may be confirmed in a court of competent jurisdiction.

Notice: Notice: Any notice delivered by Quantum to You under this EULA will be delivered via email. Notices to Quantum should be sent to admin@qntmnet.com.

12.9 Force **Majeure**. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

12.10 No **Waiver**. Failure by either party to enforce any right under this EULA will not waive that right.

12.11 Severability. If any portion of this EULA is not enforceable, it will not affect any other terms.

12.12 **Entire agreement**. This EULA is the complete agreement between the parties regarding the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings, or agreements (whether written or oral).

12.13 **Translations.** Quantum may provide local language translations of this EULA in some locations. You agree those translations are provided for informational purposes only, and if there is any inconsistency, the English version of this EULA will prevail.