



# segura®

## SSG 5002

## EULA

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## Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## Definitions

For this EULA:

- **You:** the individual accessing or using Segura, or the company or other legal entity on behalf of which the individual is accessing or using Segura, as applicable. By continuing to use our application, you declare that you are of legal age. Our services are designed for users aged 16 or 18 and above, depending on the applicable legislation.
- **Contract:** End User License Agreement that constitutes the entire agreement between You and the Vendor regarding the use of Segura.
- **License Agreement:** Agreement signed between the parties outlining the details of license supply.
- **Login:** the process by which an individual gains access to a computer system.
- **PAM** (Privileged Access Management) is a solution that helps protect, control, manage, and monitor privileged access to critical assets.
- **Partner:** Refers to resellers or distributors who offer Segura's security solutions.
- **Password:** A set of characters that verifies the digital identity of the User, which should be solely and exclusively known to them.
- **Penetration Testing ("pentest"):** A procedure carried out to assess the security of a system.
- **Segura:** A PAM system that includes all products, sub-products, modules, sub-modules, libraries, sub-libraries, components, and sub-components developed or to be developed and integrated into the system by the Vendor, upon which this End-User License Agreement (EULA) is based.
- **Support:** User assistance service provided through any designated media channel, aiming to address operational queries and concerns.
- **Telemetry:** The practice of collecting, measuring, and transmitting data remotely about the performance of devices or systems.

- **Third party:** Any person or entity that is not one of the parties (User or Vendor), including but not limited to subsidiaries, affiliates, or companies resulting from a merger, division, or incorporation of the User or their company.
- **User:** An individual authorized to access the Vendor's solutions and use their functionalities through a login and password.
- **Vendor:** (referred to as "the Vendor," "We," "Us," or "Our" in this Agreement) in the USA: senhasegura USA LLC with EIN 87-2207715; in Brazil: MT4 TECNOLOGIA LTDA., a limited liability company established following Brazilian laws, headquartered in Brazil, registered under CNPJ/MF 04.626.836/0001-57.

# EULA - End-User License Agreement

MT4 TECNOLOGIA LTDA. or senhasegura USA LLC. License the Segura software to You as the company or legal entity that will use the software on the condition that you accept all the terms of this End-User License Agreement. By entering into this EULA on behalf of an entity or organization, you declare that you have the legal authority to bind that entity or organization to this EULA.

Read this EULA carefully before using the software.

By clicking the "Agree" button, downloading, activating, or using Segura, You agree to be bound by the terms and conditions of this EULA. If you do not agree to the terms of this EULA, do not click the "Agree" button, do not download, do not activate, or do not use the software.

This EULA is a legal document between You and the Vendor and governs the use of the software made available to You by the Vendor.

This EULA is entered solely between You and the Vendor and not with the Vendor's Partner. Therefore, the Vendor is solely responsible for Segura and its content. Although the Partner is not a party to this EULA, they have the right to enforce it against You as a third-party beneficiary regarding your use of Segura.

The software is licensed, not sold, to You by the Vendor for use strictly following the terms of this EULA.

## Applicable Law

The application of this EULA is based on the laws governing patents, trademarks, intellectual properties, and data protection in your country, excluding its conflicts with legal rules. Segura may also be subject to local, state, national, or international laws.

## Acceptance of Terms

The User expressly declares that they have read, understood, and accepted all the terms and conditions of this EULA, being aware of the rights and obligations contained herein, making this document a Contract between the Parties.

This EULA is subject to the provisions of the Licensing Agreement between the Vendor and the User's company, so all provisions of the Licensing Agreement also apply to this EULA.

The Vendor may amend this EULA at its sole discretion. For any substantive changes, the Vendor will provide the User with reasonable advance notice. Such notification will be accompanied by a summary of the key modifications to facilitate review. The new version will then replace all previously entered-into EULAs.

# License Agreement for Segura

The Vendor grants the User a non-exclusive, revocable, paid (as stipulated in the Licensing Agreement), non-transferable license to use Segura, as described in this document.

- A. Only the User can use Segura, and access or use by third parties is prohibited.
- B. The license for Segura is for the sole and exclusive use of the User, who cannot use it as a primary activity to provide services to third parties. This includes but is not limited to, utilizing its functionalities to control and/or manage the development of third-party software. Unauthorized use of Segura constitutes a violation of the provisions of this EULA by the User and results in immediate and automatic termination of this EULA.
- C. The license granted under this EULA is limited to the use of Segura within the boundaries established herein, and the User must comply with the provisions of this document, particularly regarding their obligations and the protection of the intellectual property rights of the Vendor.
- D. Segura is provided "as is" and may undergo constant improvements and updates. The Vendor is only required to maintain a specific operational structure or layout for convenience.
- E. The User is aware that the Vendor will determine, at its sole and exclusive discretion, the essential features available in Segura, and the Vendor may even use components provided by third parties.

Considering that the Vendor uses third-party components in Segura, by using Segura, the User is aware and agrees to the terms and conditions of the respective components. A list of third-party components and their respective licenses is available at: <https://docs.senhasegura.io/v4/docs/en/terms-and-conditions>.

## Modalities of acquisition

Segura can be acquired through the following modalities:

- I. Perpetual licenses
- II. Subscription licenses
- III. SaaS licensing

## Subscription

### License

Segura or some parts of Segura are only available with a paid subscription. You will be charged in advance on a recurring and periodic basis (such as hourly, daily, weekly, monthly, or annually), depending on the type of subscription plan defined. During the support period and its renewals, the customer will receive updates and be

entitled to support. After the expiration of the subscription contract, the system will be deactivated on the customer's machine.

## Cancelation

You can cancel the renewal of your subscription through your account settings page or by contacting the Vendor. You will not receive a refund for fees already paid for the current subscription period, and you will retain access to Segura until the end of the current subscription period.

## Perpetual

### License

The system is installed in the client's infrastructure, and activation is performed to allow the client to use the software indefinitely. During the support period, the customer will receive updates and support from Segura's technical team.

### Cancelation

After the end of the support contract, the customer may continue to use the software but will only be entitled to updates or support if they choose to renew the support contract.

## SaaS

### License

The system is installed in Segura's infrastructure. The client has access to use it during the contracted period, eliminating the need to install and maintain the software in their infrastructure. This provides scalability, cost-effectiveness, and ease of maintenance and updates.

### Cancelation

After the termination of the contract, access to the system will be revoked unless the consumer chooses to renew.

## Evaluation License

### Trial Period

The Software may be provided for evaluation purposes for a period of thirty (30) days from the date of initial access or installation ("Evaluation Period"), unless otherwise specified in writing by the Vendor.

### Evaluation Restrictions

During the Evaluation Period, the Software is provided "AS IS" without support commitments, warranty, or indemnity obligations on the part of the Vendor. The Software shall be used solely for the purpose of internal evaluation and not for any production, commercial, or business-critical use.

## Conversion to Full License

Prior to the expiration of the Evaluation Period, You must either: A. Purchase the appropriate license for continued use of the Software, at which point this Evaluation License will terminate and be replaced by the appropriate license type; or B. Cease using the Software and remove all copies from Your systems.

## Automatic Termination

If You do not purchase a license before the end of the Evaluation Period, Your right to use the Software automatically terminates, and You must immediately cease all use of the Software and destroy all copies in Your possession.

## Billing

You must provide the Vendor with accurate and complete billing information, including full name, address, state, ZIP code, phone number, valid payment method information, and any other information relevant to the purchase processing.

## Refunds

Except as required by law, subscription fees paid are non-refundable. Certain refund requests for subscriptions may be considered by the Vendor and granted at the exclusive discretion of the Vendor.

## User Obligations

Without prejudice to other obligations established in this EULA, the User undertakes to:

- A. To change the passwords of access accounts and promptly notify the Vendor if there is a compromise of password confidentiality or suspicion of such a situation;
- B. To implement and operate the best security standards necessary for the secure operation of devices linked to Segura;
- C. To seek support from the Vendor in case of malfunction or unexpected behavior of Segura, with any attempt at self-correction being prohibited;
- D. The User shall be responsible for, and shall indemnify the Vendor against, any claims, damages, or losses arising from any misuse of Segura that is determined to have resulted from the User's improper use or non-compliance with these terms and conditions, or other instructions provided by the Vendor;
- E. To be responsible for the integrity, form, origin, legality, and content of the data entered, maintained, or processed through Segura, being liable for any damage, error, or failure resulting from non-compliance with the clauses in this document that may be caused to the Vendor or third parties.



## Usage Restrictions

Without prejudice to other restrictions established in this EULA, the User agrees to:

- A. Not access the programming areas of Segura, its database, or any other set of information that is part of Segura management;
- B. Not copy, modify, transfer, distribute, sublicense, rent, or lease Segura;
- C. Do not perform reverse assembly, reverse compilation, reverse engineering, or use other resources to understand, recreate, or modify Segura.
- D. Installing any type of software on any component or sub-component of Segura is prohibited. If the user installs any type of software or alters the settings of any Segura component that is not mentioned in the user documentation, the software will automatically lose its warranty and support, including over the performance and security. In case of failures, it will be considered improper use and the total responsibility of the User.

## Penetration Test

The information from the test adheres to the confidentiality and disclosure rules of this EULA, as well as current legislation.

If the User decides to conduct the penetration test on their own, the User must obtain prior and express approval from the Vendor. Conducting tests related to penetration, vulnerability, or any type of scanning without the Vendor's prior and formal approval is not allowed.

The results of these tests are confidential information and cannot be disclosed to anyone other than the User and the Vendor. Any security vulnerabilities the User identifies must be reported solely and exclusively to the Vendor.

The User must share the vulnerability analysis report with the Vendor and return any evidence collected during the tests. The Vendor may use the report without any restriction or limitation, not generating any right to compensation for the User or third parties.

## Penetration Tests Conducted by the Vendor

Segura undergoes periodic penetration tests and assessments with each update to ensure that any identified vulnerabilities are properly analyzed and addressed by the Vendor. These tests are conducted by qualified professionals following industry best practices, reinforcing the security and integrity of the system.

Segura is committed to taking immediate and appropriate action to mitigate and remediate any vulnerabilities detected, ensuring the continuous protection of the system and compliance with the highest security standards.

## User Responsibility

The User is solely responsible in all legal spheres for the use of Segura, committing to compensate, pay, and reimburse the Vendor for any costs, direct or indirect losses, damages, expenses, demands, fines, interest, penalties, refunds, fees, or other types of obligations that may be effectively established due to possible claims related to incorrect or improper use.

The User is aware and agrees that the Vendor will be exempt from any liability arising from this EULA and any other caused by the misuse of Segura.

The User is entirely responsible for:

- A. Maintaining the proper functioning of its connections and technological infrastructure, which includes but is not limited to internet access connections, firewalls, and any other hardware or software managed by the User, as well as the peripheral equipment used by them.
- B. Any act, event, or omission that causes or may cause loss and/or damage to the Vendor and/or third parties or otherwise violates any of the terms of this EULA; and
- C. All activities that occur under the login(s) and password(s) provided to them, with the User being responsible for:
  - a. Ensuring its maintenance;
  - b. Keeping all personal access data to the system in secure locations and
  - c. Not engaging in any act or omission that may result in third parties misusing login(s) and password(s).

### Concerning the use of Segura, the User is responsible for:

- A. The User understands that PAM products are mission-critical and stores confidential and business-critical information.
- B. The User is aware that it is their responsibility to keep the application, operating system, servers, and other software supporting Segura always up-to-date with the latest available version to ensure receiving all improvements, corrections, and security updates provided by the Vendor, unless specified otherwise in contracts where updates are the responsibility of the Vendor.
- C. The User is aware that the application automatically and periodically reports the installed version to the Vendor to ensure receiving notifications and alerts about necessary updates to maintain the environment intact, secure, and at its best performance.
- D. The User can check these versioning data and pending updates through the application.

- E. The User is aware that the misuse of Segura components by its operators can result in permanent damage, unavailability of the solution, and permanent loss of critical information.

## Recommendations for protecting the solution and its components:

The User understands that to maximize their security, Segura has been designed to operate on a layered security model. So that information security is preserved, the product must be implemented using best practices and security architecture recommendations to create protective layers. The User should adopt security procedures involving best practices related to the protection of software components, such as firewalls, intrusion prevention systems, restriction of logical and physical access of personnel to software and hardware components, structuring a secure network, regular backups, and other good security practices to protect against cyber threats.

Unauthorized use of Segura constitutes a violation of the provisions of this EULA by the User, resulting in immediate and automatic termination of the Licensing Agreement.

## Vendor's Responsibility

- A. The Vendor shall not be liable for any loss, damage, loss of profits, damages of any kind, including loss of business, computers, equipment, or peripheral failure, or any other type of direct, indirect, incidental, special, consequential, or punitive damages, or increased expenses, directly or indirectly arising from the User's use of Segura, whether due to misuse or non-compliance with standards, instructions, and training that may have been provided or unauthorized alterations made by the User or third parties. This disclaimer of liability also applies to the misuse of passwords and logins.
- B. The Vendor shall not be liable for hardware or software failures owned, managed, or maintained by the User that may impact, hinder, or adversely affect Segura.
- C. Before the User and/or third parties, the Vendor shall not assume any express or implied responsibility regarding marketing of Segura or its suitability for a specific business or purpose.
- D. If the Vendor identifies that any instruction given by the client violates applicable laws or regulations, it shall promptly notify the client and suspend compliance with said instruction until the legal implications are clarified.

### Under no circumstances shall the Vendor be liable for:

- A. Services whose execution is the responsibility of the User or third parties contracted by them;
- B. Damages resulting from electricity, cooling, radioactive elements, pollutants, and other similar environmental elements;
- C. Any damages resulting from the User's failure to perform the functions under their responsibility under the terms of this EULA; and
- D. Indirect or intangible losses, including, but not limited to, loss of profits.

## Indemnification Limit

Except for the indemnification liability in the case of Segura's intellectual property violation, under no circumstances shall the indemnification be paid by the Vendor, regardless of the cause of action, illegal act (including negligence), warranty, indemnity, or any other legal theory, exceed the total amount paid or payable under this EULA, during the 12 (twelve) months preceding the date of the initial claim.

The User acknowledges that the limitations of liability of the Vendor established in this EULA were fundamental to establishing the values stipulated herein and in the Licensing Agreement. The Vendor's liability for the service provided by a third-party provider and for damages caused by a third-party hosting provider shall not exceed the fee paid by the Customer in the twelve (12) months preceding the harmful event, limited to a maximum amount of US\$50,000.00.

## Force Majeure

Except for payment obligations owed to the Vendor, in the event of force majeure, the obligations that the Parties cannot fulfill will remain suspended during the event, and the Parties undertake to resume them as soon as the relevant event ceases to exist.

## Confidentiality and Intellectual Property

The User acknowledges that Segura is the Vendor's intellectual property and confidential information. The User is responsible for taking all necessary measures to prevent the disclosure of any information related to Segura, including the software itself, to unauthorized persons. The User agrees to indemnify and compensate the Vendor for any loss, damage, cost, expense, claim, or liability resulting from the User's breach of this confidentiality obligation.

Additionally, the User acknowledges that the licensors and suppliers of Segura's components, as well as the providers and subcontractors of these licensors and suppliers, may have access to Confidential Information without violating or breaching any confidentiality and secrecy obligations.

Regarding intellectual property, the rights to Segura and its materials are exclusive to the Vendor. The User is not authorized to act on behalf of the Vendor or promote registrations with competent authorities. Any unauthorized use or violation will result in consequences in civil and criminal spheres, in addition to requiring compensation for damages to the Vendor.

The User of Segura licenses undertakes to keep them unchanged and prohibited from modifying, expanding, or reducing their characteristics, generating updates, or technological derivations without the Vendor's written consent. Any alteration can only be made by an authorized person, and non-compliance will constitute a violation of copyright.

The Vendor declares ownership of all intellectual property rights over the Segura system and software, ensuring that the licenses do not violate the rights of third parties. In case of legal action for intellectual property infringement

against the User, the Vendor will defend it, provided that the User notifies the facts and offers full powers, information, and necessary assistance within two days.

The Vendor is the sole owner of any systemic learning in Segura through artificial intelligence, without violating the User's intellectual property, which remains the owner of its data and information. The User expressly acknowledges that they do not have ownership rights over Segura, and this EULA does not transfer such privileges.

## Privacy Policy

Our Privacy Policy is available on our website, providing details about the data we collect, store, and share. We do not sell any information. By accepting this EULA, you agree and consent to the terms and conditions of our Data Privacy Policy, available on our website.

## Trademarks

This EULA does not grant the User any rights concerning the name of Segura, its trademarks, copyrights (registered or unregistered), logos, emblems, symbols, distinctive marks, manuals, or associated technical documentation owned by the Vendor. These constitute, as applicable, copyrights, trade secrets, and/or property rights, all of which are protected by the national or international laws applicable to intellectual property.

## Export Controls

You acknowledge and agree that the Software and related technical data are subject to export control laws and regulations, including those of the European Union, the United States, and other applicable jurisdictions. You represent and warrant that:

- A. You will comply with all applicable export control laws and regulations when using, transferring, or accessing the Software.
- B. You are not a resident of, located in, or controlled by an entity or person in any country subject to comprehensive export sanctions (including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions). For a current list of countries subject to trade restrictions, please visit the Segura website: [segura.security/company/operations](https://segura.security/company/operations).
- C. You will not export, re-export, or transfer the Software to any prohibited destination, entity, or individual without the necessary export license(s) or authorization(s).
- D. You will not use the Software for any purpose prohibited by export laws, including nuclear, chemical, or biological weapons development, design, manufacture, or production.

The Vendor reserves the right to refuse support, updates, or maintenance for Software used in countries or by individuals or entities subject to export restrictions.

## Software License Management

The Vendor holds the right to perform procedures to verify the number of licenses in use, provided it notifies the Customer in writing sixty (60) days in advance.

Verification will be conducted via supervised remote sessions where Customer personnel must be present and maintain control of their environment. Vendor may request navigation assistance to count active Software installations and users only.

The User is aware that the use of Segura must comply with the limits of the contracted licenses. Additionally, licenses are tied to the contracted architectural features, such as the number of nodes in the cluster when acquiring a high-availability environment. License keys are provided individually by the Vendor for each instance, and the hostname must be unique within the cluster. Any changes to the architecture by the User must respect the contracted limits, potentially requiring the generation and reapplication of new license keys.

Suppose it is identified that the use of Segura exceeds the acquired number of licensed items. In that case, the User agrees to pay the Vendor the corresponding additional amounts based on the current price and conditions. This does not preclude adopting other measures that the Vendor deems appropriate.

## Telemetry

The User is aware that the current consumption of licenses and the volume and characteristics of system consumption are automatically and periodically reported to the Vendor. The User can request information on the reported data from the Vendor at any time.

The Vendor must implement and maintain appropriate administrative, physical, and technical measures to protect the security and confidentiality of telemetry data against any accidental or unlawful destruction, alteration, or unauthorized access or disclosure to third parties, and measures aimed at protecting the security and confidentiality of this data.

If you do not agree or wish to cancel telemetry, please contact support through the available channels, as detailed in the Support Policy on our website.

## Warranties

The User agrees and acknowledges that no computer program is entirely error-free. Therefore, if any defect or failure is identified in Segura, the User must formally communicate it to the Vendor to take corrective measures before assigning any direct or indirect responsibility resulting from such error or defect.

Both parties agree that the development of new versions of Segura or the achievement of intended functions by other means will be considered good in the design of Segura.

The User accepts that any changes to its infrastructure that impact the technical scope defined by the Vendor may affect the extent of the technical validity of Segura.

Unless expressly established in this EULA, no other warranties are provided to the User.

## Term and Termination

This EULA will remain in effect until terminated by You or the Vendor. The Vendor or You may, at its sole discretion, at any time and for any reason or no reason, suspend or terminate this EULA upon written notice 30 (thirty) calendar days in advance.

Unauthorized use of Segura constitutes a violation of the provisions of this EULA and, when caused by You or the User, may lead to the immediate termination of the Software License.

This EULA will be terminated immediately, without prior notice from the Vendor, if the User fails to comply with any provision of this EULA.

Upon termination of this EULA, You must cease all use of Segura and delete all copies of Segura from all devices unless you have contracted in the perpetual modality.

The termination of this EULA does not limit any of the rights or remedies of the Vendor in case of violation by You (during the term of this EULA) or by the User of any of its obligations under this EULA.

Some of the conditions of the EULA may remain in effect even after its termination, as required by law or provided for in the EULA itself.

## General Provisions

All provisions related to intellectual property rights, disclaimers of liability, and other provisions of this EULA will remain in effect even after its termination or rescission.

This EULA binds the parties and their successors, and neither party may assign or transfer this EULA, in whole or in part, to third parties without the prior written consent of the other party.

If there is any issue with enforcing the rules in this EULA, the fact that we do not take immediate action does not mean we are waiving these rules. We may implement the rules at any time in the future, even if something similar has occurred before.

The invalidation, in whole or in part, of any provision of this EULA will not affect the other provisions, which will remain valid and effective, and the parties must fulfill all their obligations under the terms of this EULA. The Vendor will replace the invalid clause with reasonable terms and conditions that reflect the provisions of the invalidated clause, considering the intention, purpose, and context.

The parties acknowledge electronic, digital, and computerized contracting as valid and effective, constituting an extrajudicial executive title for all legal purposes. This is applicable even when established with an electronic

signature or certification outside the ICP-BRASIL standards, as provided for in Brazilian laws. This EULA can be signed by these means.

## Jurisdiction

A. For European Customers: If You acquired the Software in any member state of the European Union, Iceland, Norway, Switzerland, or the United Kingdom, this Agreement shall be interpreted in accordance with the laws of Germany without regard to conflicts of law principles, and the jurisdiction of the Courts of Berlin, Germany, is elected to settle any issues related to this EULA.

B. For Non-European Customers: If You acquired the Software outside the territories mentioned in subsection A, this Agreement shall be interpreted in accordance with the laws of Brazil without regard to conflicts of law principles, and the jurisdiction of the Courts of São Paulo, Brazil, is elected to settle any issues related to this EULA.

C. Dispute Resolution: Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, or the breach, termination, or validity hereof or thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules.

For European Customers: The place of arbitration shall be Berlin, Germany.

For Non-European Customers: The place of arbitration shall be São Paulo, Brazil.

All proceedings shall be conducted in the English language.

D. Notwithstanding the above provisions of this section, the Vendor shall have the right to collect amounts owed by You in any court having jurisdiction over You.

E. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.



## Contact Us

If you have any questions about this EULA, You can contact Us:

Per our website: [segura.security](https://segura.security)

By email:

[sales@segura.security](mailto:sales@segura.security) | [support@segura.security](mailto:support@segura.security) | [compliance@segura.security](mailto:compliance@segura.security)

By phone number:

LATAM: +55 11 3069-3910 | LATAM Sales: +55 11 3069-3925

English support: +55 11 3069-3932 | Sales USA: (469) 620 7643