

END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("Agreement") is entered into by and between:

Licensor: Vardaan Data Sciences Pvt. Ltd., a company incorporated under the Companies Act, 2013, with its registered office in Hyderabad, India (hereinafter referred to as "Vardaan").

Licensee: The individual or entity identified in the purchase documentation who has acquired the right to use the software under this Agreement (hereinafter referred to as the "Customer").

This Agreement shall be effective as of the date the Customer accepts this Agreement, whether digitally or through a signed document ("Effective Date").

1. Definitions

1.1 For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- (a) **"Software"** means the ViCTAA endpoint security software developed by Vardaan, including all associated modules, updates, patches, features, documentation, and components provided under this Agreement.
- (b) **"Customer"** means the individual or legal entity that has procured the Software license under this Agreement.
- (c) **"License Term"** means the fixed duration of time, as specified in the applicable invoice or order form, for which the Software is licensed to the Customer.
- (d) **"Renewal Date"** means the date on which the License Term is extended following payment and confirmation by both parties.
- (e) **"Subscription Plan"** means the specific support and service tier (e.g., Basic, or Premium) selected by the Customer at the time of purchase, which determines the scope of support services.
- (f) **"Confidential Information"** shall have the meaning assigned to it in the Confidentiality clause.
- (g) **"Effective Date"** means the date on which this Agreement is accepted by the Customer, either electronically or in writing.

2. THIRD-PARTY INVOLVEMENT AND RESELLER OBLIGATIONS

2.1 The Reseller, if involved in facilitating the sale of the Software, must be expressly named in the sales agreement.

- 2.2** The Reseller shall execute a **back-to-back agreement** with Vardaan, ensuring that:
- i.** No overselling or deviation from licensed terms occurs.
 - ii.** No additional liabilities, obligations, or representations are made to the Customer outside this Agreement.
- 2.3** Any agreement between the Reseller and Customer shall be superseded by the terms of this EULA. No alternate terms agreed separately between the Reseller and Customer shall be binding on Vardaan.

3. Grant of License

- 3.1** Vardaan hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, subscription-based license to access and use the ViCTAA endpoint security software ("Software") strictly for internal business purposes.
- 3.2** The license is provided on a per-device basis, uniquely bound to device MAC addresses. The license permits usage across supported operating systems including Windows, Linux, and macOS.
- 3.3** Under no circumstances shall the Customer reverse engineer, tamper with, or circumvent licensing mechanisms built into the Software.

4. Scope of Use and Prohibited Activities

- 4.1** The Software may only be used by employees or authorized contractors of the Customer on devices owned or controlled by the Customer.
- 4.2** Unauthorized usage, including sharing with third parties, using on personal devices, or deploying in managed service environments is strictly prohibited.
- 4.3** Any fraudulent use, including license replication, circumvention of usage restrictions, or deployment beyond the agreed count, shall result in penalties of up to **10 times the gross license value before any applicable discounts**, and immediate termination of this Agreement without refund.

5. Confidentiality

- 5.1** Each party agrees to maintain the confidentiality of all non-public information, technical data, trade secrets, know-how, business operations, pricing, or any proprietary information ("Confidential Information") disclosed by the other party in connection with this Agreement.
- 5.2** Confidential Information shall not include information that:

- (a) is or becomes publicly available through no breach of this Agreement;
- (b) was known to the receiving party prior to disclosure by the disclosing party;
- (c) is received from a third party who lawfully acquired such information and is under no obligation of confidentiality; or
- (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

5.3 The receiving party shall use Confidential Information solely for the purposes of fulfilling its obligations under this Agreement and shall not disclose it to any third party without the prior written consent of the disclosing party, except as required by law.

5.4 The obligations set forth in this clause shall survive for a period of three (3) years following the termination or expiration of this Agreement.

6. Payment Terms

- 6.1** All license fees must be paid **exclusively to the official Vardaan company bank account**, either via online bank transfer or cheque.
- 6.2** No licenses will be issued or activated until full payment is received in accordance with the invoice.
- 6.3** Partial payments, post-dated instruments, or informal confirmations are not sufficient to trigger license issuance.
- 6.4** Non-compliance with payment obligations shall constitute a material breach.
- 6.5** In the case of resale or white-labelled deployment, the Reseller shall be liable for all financial obligations related to such deployments, including collection and remittance of license fees to Vardaan. Vardaan will not be responsible for any direct transactions between the Reseller and the end Customer.

7. Grace Period Post Expiry

- 7.1** In the event that the Customer fails to renew or make payment upon license expiry, a **grace period of seven (7) calendar days** will be granted. During this period, access to the Software will continue.
- 7.2** If full payment is not received by the end of the grace period, the Software license will be automatically terminated without further notice.

- 7.3** Vardaan shall not be liable for any data loss, operational impact, or business disruption arising from such termination.

8. Return and Refund Policy

- 8.1** Licenses once issued are **non-refundable and non-returnable**.
- 8.2** The Customer shall not be entitled to any refund or credit during the active license period or prior to the applicable renewal date, whichever is earlier.
- 8.3** The Customer is responsible for validating the suitability of the Software prior to procurement.

9. Intellectual Property and Ownership

- 9.1** The Software, its source code, features, designs, algorithms, and associated documentation are and shall remain the exclusive intellectual property of Vardaan. The Customer shall not acquire any ownership rights through license purchase or usage.
- 9.2** Customer data remains the property of the Customer. However, any suggestions, feedback, enhancement ideas, or usability inputs submitted by the Customer may be incorporated into future versions and shall become the intellectual property of Vardaan without further compensation or acknowledgment.
- 9.3** The Software and all associated intellectual property rights remain exclusively with Vardaan. Branding, trademarks, and ownership shall remain with Vardaan at all times. In white-labelled deployments, all contractual obligations, liabilities, and terms shall be solely enforceable against the reseller, not Vardaan.

10. Software Restrictions and Legal Enforcement

- 10.1** The Customer shall not, under any circumstances:
- (i)** Modify, copy, reverse engineer, decompile, disassemble, or tamper with any part of the Software;
 - (ii)** Replicate license keys, misuse APIs, or create derivative works;
 - (iii)** Use the Software in a manner that violates applicable laws or intellectual property rights.
- 10.2** Violations will result in legal enforcement, including criminal and civil prosecution.
- 10.3** Vardaan reserves the right to audit Customer systems to verify compliance.

11. Support, Updates, and Product Changes

- 11.1** Support will be provided based on the Customer's subscription plan:
 - (a)** either basic (email/chat) or
 - (b)** premium (dedicated account management).
- 11.2** Warranty and maintenance terms are non-negotiable and shall remain uniform across all deployments, including those via resellers or white-labelled offerings. Vardaan shall not provide alternate service levels based on reseller arrangements.
- 11.3** All updates, security patches, and upgrades are delivered automatically and may modify existing functionality.
- 11.4** Vardaan reserves the right to change or discontinue features at its discretion, including transitioning to new versions or products.

12. Limitation of Liability

- 12.1** To the fullest extent permitted under applicable law, the Customer expressly agrees that Vardaan shall not be held liable under any circumstances for any damages, losses, or liabilities, whether direct, indirect, incidental, consequential, punitive, or special, arising out of or in connection with the use of, or inability to use, the Software or services provided under this Agreement.
- 12.2** This waiver of liability applies irrespective of the cause of action; whether in contract, tort, warranty, negligence, strict liability, or otherwise.
- 12.3** The Customer acknowledges and agrees that it assumes full responsibility for any risks arising from the use of the Software, including but not limited to data integrity, business interruption, or any reliance on output generated by the Software.
- 12.4** The Customer assumes full responsibility for data backups, system configurations, and downstream implications of using the Software.
- 12.5** LAPSEC is provided "as is" and "as available", and Vardaan Data Sciences expressly disclaims all warranties, whether express, implied, or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. While LAPSEC is designed to identify system misconfigurations, known vulnerabilities, and policy compliance gaps, no security or diagnostic tool can guarantee complete detection or protection against all threats, exploits, or future vulnerabilities. Under no circumstances shall Vardaan Data Sciences be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, or for loss of profits, revenue, data, or business opportunities, even if advised of the possibility of such damages. The Customer is solely

responsible for implementing appropriate backup, redundancy, incident response, and cybersecurity procedures.

13. DATA ACCESS AND HOSTING POLICY

- 13.1** Data shall be hosted as per the Customer's selected region and infrastructure. Vardaan shall not own or have access to any hosted Customer data unless explicitly granted temporary access credentials for support or troubleshooting.
- 13.2** The Customer assumes sole responsibility for defining and managing data access, security protocols, and backup policies.
- 13.3** Vardaan shall not be held liable for any data loss, access disruption, or confidentiality breach unless caused by gross negligence during its authorized access window.

14. Dispute Resolution and Governing Law

- 14.1** All disputes shall be subject to the exclusive jurisdiction of the courts at Hyderabad, Telangana, India, irrespective of whether the Reseller or Customer is located outside India.
- 14.2** However, Vardaan may, at its sole discretion, elect to resolve any dispute through arbitration under the Arbitration and Conciliation Act, 1996, with the seat in Hyderabad.

15. Termination

- 15.1** Termination terms are governed solely by Vardaan's policies. The Reseller shall not have authority to modify or extend termination conditions.
- 15.2** In white-labelled scenarios, the Reseller assumes complete responsibility for managing Customer offboarding, license discontinuation, and support.
- 15.3** Upon termination:
 - (i) Customer data will be retained securely for a period of **six (6) months**, post which it will be permanently deleted.
 - (ii) Customer will continue to be liable for fees incurred up to the termination date.

16. Technology and Policy Impacts

- 16.1** Tech Stack Change at Customer End: Vardaan shall not be responsible for service disruption or compatibility issues resulting from technology stack changes at the Customer's end.
- 16.2** Government Policy Impacts: If government regulations affect product functionality, availability, or compliance obligations, Vardaan shall provide notice and implement required adjustments without bearing liability.
- 16.3** Product Sunset Policy: If Vardaan decides to sunset or discontinues the Software, Customers will be given six (6) months' advance notice, along with support for data migration or replacement options.

17. Revisions, Upgrades, and Versioning

- 17.1** Vardaan may issue new versions, upgrades, or patches to enhance or fix the Software.
- 17.2** The Customer agrees that such upgrades may be mandatory in certain security scenarios.
- 17.3** Major revisions shall be notified with implications for license continuation or renewal.
- 17.4** The Customer shall have no right to reject upgrades if they are required to ensure continued security or compliance.

18. MISCELLANEOUS

- (a) Entire Agreement:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.
- (b) Amendments:** This Agreement may be amended or modified only by a written instrument signed by both parties.
- (c) Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- (d) Waiver:** The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of

such right or provision unless acknowledged and agreed to in writing by that party.

- (e) Assignment:** Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except that either party may assign this Agreement to any successor to all or substantially all of its business or assets.
- (f) Force Majeure:** Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, fire, flood, or other natural disasters.
- (g) Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, upon confirmed delivery by a commercial courier service, or three days after mailing by certified or registered mail, postage prepaid, to the addresses specified herein.
- (h) Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to be original signatures for all purposes.
- (i) Survival:** The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall survive any such termination or expiration.
- (j) Independent Contractors:** The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.
- (k) Third-Party Beneficiaries:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is intended to or

shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For Vardaan Data Sciences Pvt. Ltd.

[Authorized Signatory]

Designation: _____

Date: _____

For Customer

Signature: _____

Name: _____

Designation: _____

Date: _____