

END USER LICENSOR AGREEMENT (“EULA”)

This **END USER LICENSOR AGREEMENT (“EULA”)** (hereinafter referred to as the “EULA”) is entered into by and between Protectt.ai Labs Private Limited, Unit No. 03, 9th Floor, “R Square”, Andheri-Kurla Road, Near Chakala Metro Station, J. B. Nagar, Andheri (East), Mumbai - 400 059, Maharashtra, India (hereinafter referred to as “Protectt.ai” or “Licensor”), and the **END USER** identified under Form A hereunder (hereinafter referred to as “**End User**”) (each a “Party” and collectively the “Parties”) as of the “Effective Date” (both as defined below) through the Distributor and/or the Reseller (collectively or individually referred to as “**Intermediaries**”):

FORM A: ORDER FORM

“Effective Date” of EULA	
“RESELLER”	Name : Address:
“END USER”	Name: _____
--- with its principal place of business at:	XXX _____
--- with all notices to be delivered to:	
“Subscription_License”	AppProtectt SDK (hereinafter may be referred to as “Application” or “Product”) subscription services in integrated/connect with XXX – App Name (hereinafter may be referred to as “EU_App.”);
“Subscription_License Term”	Annual Subscription for 1 Year
“Subscription Terms and Conditions”	Attached as Annexure A
“SUBSCRIPTION_LICENSE DETAILS”	Attached as Annexure B
“SLA MATRIX”	Attached as Annexure C
“SOW”	ATTACHED as Annexure D
“Purchase Order”	ATTACHED as Annexure E
“Terms of use and web services”	THE TERMS OF USE AND WEB SERVICES PUBLISHED ON COMPANY WEBSITE, FROM TIME TO TIME

Commented [AG1]: To be filled later.

Commented [AG2]: End User to fill the details here.

Commented [AG3]: End User to fill the details here.

Commented [AG4]: Please fill in the name of mobile apps with which AppProtectt SDK will be integrated.

Agreement Terms. This EULA constitutes the entire agreement between the END USER AND LICENSOR for limited purpose of use of the Products, and supersedes all prior or contemporaneous agreements, understandings, representations, warranties, promises, and discussions, whether written or oral, between the Parties regarding the same. This EULA shall consist of Subscription terms and conditions set out hereunder and includes all inferred Order Form, Annexures, terms of use and web services published from time to time, all other attachments, addenda, amendments, publication included or inferred hereto, and binds the Licensor for any commercial arrangement set out through purchase orders issued to the extent accepted by the Licensor in reference to this EULA. In the event of a conflict between the terms of this EULA and an applicable Order Form, the Order Form shall govern.

IN WITNESS WHEREOF, the Parties have executed this EULA through their authorized representatives.

BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS EULA IN ITS ENTIRETY,
UNDERSTAND IT AND AGREE TO BE BOUND BY IT.

Authorized representatives of each Party below have executed this EULA as of the Effective Date:

For Licensor

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For End User

[END USER] | Protectt.ai Labs Private Limited.

Signature: _____ Signature _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

For Licensor *Initial here* For End User

ANNEXURE A

SUBSCRIPTION TERMS AND CONDITIONS

1. Grant of Cloud/Web based License of the Application.

(a) **Right to use.** To the extent permitted under law and under this EULA, the Licensor grants the End User the non-transferable, non-exclusive right to access and use the Subscription Services (with no right to sublicense) in relation to the Subscription License through internet based cloud/web services and permit to configure, integrate and use the Application through valid and fully paid subscription to the End User, as described under this EULA. The Licensor reserves all other rights pertaining to the Subscription License, the Application and the Application Material. **Licensor** in relation to usage, configuration and integration permit limited use of related documentation and supporting materials in either machine readable or hard copy form (hereinafter referred to as the “**Documentation**”), collectively along with the EU_App, Application referred to in this EULA as the “**Application Material**” to: (i) configure, and use the Application solely for the purpose of integrating with EU_App, at the End User specified location and (ii) use the Documentation solely in connection with End User’s authorized use of the Application. End User may not use the Application to process information owned by or for the benefit of any third party unless such use is specifically in connection with End User’s authorized use of the Application as specified in the Order Form or SOW. In consideration of the licenses granted herein, End User shall pay the fees in the amounts set forth in the End User Purchase Order (and such Purchase Order shall be governed by terms and conditions mentioned under Annexure E) or SOW (and such SOW shall be governed by terms and conditions mentioned under Annexure D), as the case may be.

(b) **Acceptable Use Policy of Licensor.** End User acknowledges that End User’s rights in and to Application Material is solely as set forth in Section 1(a) hereto and do not include any kind of transfer of title, interest and rights or sale of ownership rights in any of the Application Material. Licensor reserves all right, title and interest, including but not limited to copyright, patent, trade secret and all other intellectual property rights, in and to the Application Material, and any changes, derivative works, modifications or corrections thereof. In case if prevailing law, limits the foregoing then the End User hereby irrevocably assigns to Licensor any and all rights it may be deemed to have in any changes, modifications or corrections to the Application Material, including but not limited to copyright rights, and agrees to execute all documents necessary to implement and effect such assignment. Further, the End User shall not, and shall not permit any third party to, (i) modify or use the Application Material except to the extent permitted in Section 1(a) and the Order Form or SOW of this EULA; or (ii) decompile, reverse engineer, disassemble or otherwise determine or attempt to determine source code (or the underlying ideas, algorithms, structure or organization) of any object code contained in the Licensor. Except as expressly set forth herein, End User will not market, sublicense, distribute, reproduce, rent, lease or offer for timesharing any part of the Application Material. Except as set forth in Section 12(b) hereto, this EULA and the rights granted pursuant hereto may not be assigned, sublicensed or otherwise transferred by End User without the prior written consent of Licensor. The End User is solely responsible for all the content of the End User data. The End User will ensure to (a) have security policies, behavioral baselines to evaluate compliance and/or discover violations of security policies; (b) dictate users or employees to comply with inferred work environment, information security policy, Standard Operating Procedures, in connection to generally accepted cyber security terms like Outsourcing, BYOD, Cloud Computing, Drive-by Download, Firewall, IaaS, ISP services, Local Area Network, etc; (c) report CVE, cyberattacks, intrusion, compromises, exposures, data breach, DDoS attack, Malware attacks, abuses and other attacks to enable the Licensor to be prepared for any Workaround; (d) secure and maintain all rights in the End User data and information necessary to provide the Subscription services without violating the rights of any third party or otherwise obligating the Licensor or to any third party and ensure that all the users or employees of the End User comply to the same. The Licensor assumes no obligations with respect to the End User data or to use of the Application Material other than as expressly set forth in this EULA or as required by applicable law. Further, the End User controls access to end users, and it shall be responsible for their use of the Application Material in accordance with this EULA and ensure end users comply with the Acceptable Use Policy of the Licensor.

(c) **Audit Rights.** Licensor reserves the right, upon ten (10) days prior written notice to End User, to audit usage of the Application Material at End User’s premises during normal business hours to verify End User’s compliance with the terms of this EULA. If any use is not authorized by this EULA then, End User hereby agrees to cease such use immediately upon receipt of written notification.

(d) **Export Restrictions.** End User acknowledges and agrees to comply with all export and re-export restrictions and regulations of the appropriate authority.

2. Delivery and Installation.

For Licensor

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For End User

(a) **Delivery.** No Delivery happens of the Application_Material or any other deliverables to End User . Licensor shall not be liable for any damages or penalties arising from any delays in delivery of the Application_Material or for failure to give notice of any delivery delay. Risk of infringement, misappropriate or misuse of the Application_Material shall start immediately upon its access or download as the case may be.

(b) **End User Responsibilities.** It is the responsibility of End User to provide and prepare, in the configuration and at the location specified in the Order Form or SOW, the system environment upon which the Application is to be configured. Licensor shall have a right to recover for any invoice raised to Intermediaries or End User, as the case maybe, for the license of Application, subscription fees, set-up, administration, and configuration of the Application in the event any subscription service is provided by Licensor to End User. End User is also responsible for ensuring a proper environment and proper utilities for the computer system of which the Application will operate, including but not limited to an uninterrupted power supply.

3. **System Maintenance, Availability and Technical Support(SAT).** Unless this EULA is suspended, expired or terminated, Licensor shall offers SAT services to the general public for the Application_Material, and provide to End User SAT services, upgrades and updates (“SAT Services”) subject to the following:

(a) **End User Responsibilities.** End User agrees to notify Licensor promptly following the discovery of any Error. Upon discovery of an Error by End User , End User agrees, if requested by Licensor, to submit promptly to Licensor a listing of output and any other data, including the operating conditions under which the Error occurred or was discovered, that Licensor may reasonably require to reproduce the Error.

(b) **Licensor's Responsibilities -- Telephone and Electronic Support.** Licensor will provide support by telephone or electronic mail. The technical support telephone line will be staffed by a Licensor technical support representative during the hours of 9:00 a.m. to 6:00 p.m. (Indian Standard Time) Monday through Friday, excluding holidays.

(c) **Response to Errors.** Licensor will provide SAT Services to End User in manner agreed under this EULA and use commercially reasonable efforts to either respond or correct Errors as per the SLA matrix under Annexure C.

(d) **Version Level Support.** Licensor will only support latest version of Application_Material.

(e) **Exclusions from SAT Services.** The SAT Services do not cover services for (i) any failure or defect in the Application_Material caused by the improper use, alteration, or damage of the Application_Material by End User or persons not authorized by Licensor; (ii) modifications to the Application_Material not made by Licensor; (iii) software not provided or approved by Licensor; (iv) use of the Application_Material on hardware that has not been approved by Licensor or (v) any modifications, changes or customizations (collectively referred to as “modifications”) made by Licensor to the Application_Material specifically for the benefit of End User and that are not incorporated into Licensor's standard software generally offered to other customers, commencing ninety (90) days after such modifications have been accepted by the End User . Any services required to configure, upgrade, deploy, test or validate a new release of the Software is specifically excluded. Support performed by Licensor related to any of these exclusions will be charged to End User on a Time and Materials at then current rates.

(f) **Form of Releases.** Licensor reserves the sole right to provide any Error Correction or Workaround under this EULA in one of three forms, and at Licensor's sole discretion and depending on the nature, size, scope and impact of such Error Correction or Workaround, as applicable. The three forms include:

(i) **Field Service Bulletins.** Written advisory form, which may include suggested modifications to the Application_Material in written form.

(ii) **Software Modifications.** Machine readable modifications to the Application_Material, with revision levels clearly identified.

(iii) **New Software Releases.** Machine readable software updates of the Application_Material that must be configured, reinstalled and/or upgraded by the End User, with revision levels clearly identified.

4. **Customization and Consulting Services(CCS).** This CCS shall be optional and additional services offered by the Licensor and deemed to be an additional and independent services(regardless of Subscription Services) in the following ways:-

For Licensor

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For End User

(a) **Description of Services.** Licensor agrees to use commercially reasonable efforts to perform the CCS services for the End User as specified in the SOW that may be entered into pursuant to this EULA from time to time ("CCS Services"). However, any customization is related to the Application or pre-existing Intellectual Property Rights(IPR) of the Licensor then all such IPR shall form integral part of the Licensor. End User shall pay the Licensor for performing the CCS as set forth in the SOW.

(b) **Acceptance of Deliverables.** All deliverables specifically identified in an Order Form or a SOW and provided by Licensor to End User ("Deliverables") shall be deemed to be accepted by End User upon delivery by Licensor unless an acceptance procedure and mutually agreed upon acceptance tests are set forth in the applicable Order Form or SOW. Regardless of its ownership, any Deliverables that form part of this EULA or customization of the Application or any IPR of the Licensor, may be licensed to use to the extent it is integrated or embedded with the Application however, the Licensor shall have full and unrestricted right to include Deliverables without any demure as part of the Application and release a update or upgrade version for the benefit of all the customers of the Licensor.

For Licensor

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For End User

5. **Protection and Security of Application Material.**

(a) **Protection of Confidential Information.** Each Party acknowledges that in the course of the performance of this EULA, it may obtain the Confidential Information of the other Party. The Receiving Party shall, at all times, both during the term of this EULA and thereafter for a period of two (2) years following the termination of this EULA, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it (except for any source code, which shall be kept in confidence and trust in perpetuity). The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as expressly permitted under the terms of this EULA. The Receiving Party shall take reasonable steps to prevent unauthorized disclosure or use of the Disclosing Party's Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, contractors, and consultants who need access to such Confidential Information in order to effect the intent of this EULA and who have entered into confidentiality agreements which protect the Confidential Information of the Disclosing Party sufficient to enable the Receiving Party to comply with this Section 5. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party to remedy such unauthorized use or disclosure of its Confidential Information.

(b) **Equitable Remedy.** The Receiving Party acknowledges that due to the unique nature of the Disclosing Party's Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain any injunctive relief that may be appropriate to prevent such unauthorized use or disclosure.

(c) **Copies of Application Material.** All copies of Application Material are the property of Licensor. End User will not remove any copyright, trademark and/or other proprietary notices in any form from any copies of Application Material while it has the possession of the same.

(d) **Return of Confidential Information.** In the event, that End User decides not to extend SAT Services or this EULA expires or is otherwise terminated, each party shall: (i) return to the other party the original and all copies of any Confidential Information requested by the Disclosing Party and any summaries or analyses thereof or studies or notes thereon; and (ii) at a Disclosing Party's request, have one of the officers of the Receiving Party certify in writing that: (a) it shall not make any further use of such Confidential Information of the Disclosing Party; and (b) it shall comply with the terms of this Section 5 regarding prohibited use of Confidential Information of the Disclosing Party.

6. **Term and Termination.**

(a) **Term** This EULA shall commence as of the Effective Date and will remain in effect unless Licensor or End User terminates this EULA pursuant to Section 6(b) hereof. Upon expiration of the Subscription License Term, this EULA will renew automatically for successive terms specified in the Order Form, unless either Party sends the other Party notice of non-renewal at least sixty (60) days before the end of the then current term.

For Licensor

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For End User

(b) **Termination or Suspension.** Either party may terminate this EULA immediately: (i) in the event of the insolvency, bankruptcy or voluntary dissolution of the other party; or (ii) if either party materially defaults in the performance of any material provision hereunder, and if such default continues and is not cured by the breaching party within thirty (30) days after written notice thereof (iii) Expiry of suspension period as per Section 6(a) hereof. Unless otherwise agreed between the Parties in writing, any termination of this EULA shall automatically terminate all uncompleted SOWs. Termination shall be End User 's sole and exclusive remedy for delay or failure of Licensor to complete an Order Form or SOW. However, the Licensor may suspend the Subscription Services, SAT Services or CCS(hereinafter individually or collectively referred to as "**Licensor_Services**") under this EULA and/or may apply it to necessary part of the Licensor_Services and continue to be in effect while the condition or need exists. The Licensor may give notice before suspended the part or whole of Licensor_Services, except where the Licensor reasonably believes there is need to suspend immediately. In event of planned SAT Services, the Licensor will give at least 7 days' notice in general and in case of urgency or critical support suspends the Licensor_Services until it can be fully resumed. The End User acknowledges that part or whole of the Licensor_Services may be intuitively suspended for non-payment followed by a notice to cure the reasons for the suspension within 7 days from date of suspension. If suspension continues for more than 30 days then the Licensor may terminate the Subscription_License Term and delete the End User data with no retention obligations. Regardless of anything said anywhere, the Licensor may terminate the EULA (i) if use of Licensor_Services is suspended more than twice in any anniversary period; or (ii) with or without reason subject to prior notice of 30 days to the End User and without any liability or compensation for such termination.

(c) **Effect of Termination.** Notwithstanding anything to the contrary in this EULA, any termination of this EULA shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination. If this EULA is terminated as a result of End User 's uncured material breach, within ten (10) days after such termination of this EULA, End User shall no longer have the right to use and shall cease to use the Application_Material provided by Licensor then in End User 's possession or within authorised access, and End User shall certify in writing to Licensor, within two (2) weeks of any termination of this EULA, that it has ceased to use the Application_Material provided by Licensor.

7. **Warranties**

(a) **By Licensor.** The Licensor warrants that the Licensor_Services will meet the terms of the SLA during the Term and the End User's only remedies for breach of this warranty are those in the SLA. Further, the Licensor warrant's for 90 days from the date End User's first use the Application that it will perform substantially as described in the applicable Documentation and if the Application fails to meet this warranty then, at Licensor's option and as End User's exclusive remedy, either (1) return the net price paid(excluding the taxes and after adjusting price proportionately for the period of use prior to expiry of 30 days from date of notice of breach of warranty is received by the Licensor) for the Application or (2) repair or replace the Application limited to issuing: (i) error or defect correction information, such as correction documentation; (ii) corrected code; or (iii) a restriction or bypass. In addition, Licensor warrants that the CCS will be performed in a good and workmanlike manner using generally accepted industry standards and practices. Notwithstanding the foregoing, Licensor does not represent or warrant that the Application_Material or the Licensor_Services are error-free or that all errors or defects will be corrected. The warranty set forth in this Section 7(a) shall not be available if the error, infringement, misappropriation, or defect is determined by Licensor to: (a) be of End User or user origin; (b) have resulted from: (i) re-configuration or modification of the Application without Licensor's approval; or (ii) use of the Application / Licensor_Services in conjunction with software not approved by Licensor; or (iii) result from use of the Application through integrated third party application, EU_App, or End User owned application or (iv) result from access/use of the Application or Licensor_Services through non-recommended equipment, EU_App, application or against the Documentation or recommendation made by the Licensor or any expert from time to time.

(b) **Limited Warranty.** EXCEPT AS SET FORTH IN SECTION 7 (a), NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCT, APPLICATION_MATERIAL AND ANY LICENSOR_SERVICES, INCLUDING WITHOUT LIMITATION ANY CCS, AND SAT SERVICES TO BE SUPPLIED HEREUNDER, AND LICENSOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, PROBLEMS CAUSED BY ACCIDENTS/ABUSE/INCONSISTENT

For Licensor

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For End User

USE VIS-À-VIS THE DOCUMENTATION AND GUIDANCE BEYOND REASONABLE CONTROL, PROBLEMS CAUSED BY A FAILURE TO MEET MINIMUM SYSTEM REQUIREMENTS, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS NOT ABLE TO BE DISCLAIMED AS A MATTER OF LAW WILL LAST FOR A QUARTER YEAR FROM THE START OF LIMITED WARRANTIES, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS MADE REGARDING THE RESULTS OF THE LICENSOR SERVICES AND THE APPLICATION OR THAT USE OF THOSE WILL BE UNINTERRUPTED, OR THAT ANY BUGS, ERRORS OR DEFECTS IN THE LICENSOR SERVICES AND THE APPLICATION WILL BE CORRECTED, OR THAT THE LICENSOR SERVICES AND THE APPLICATION FUNCTIONALITY WILL MEET END USER 'S REQUIREMENTS. END USER ACKNOWLEDGES ITS RESPONSIBILITY TO: (i) REGULARLY BACK UP DATA MAINTAINED ON THE APPLICATION; (ii) ADEQUATELY TEST PRIOR TO DEPLOYMENT OF DELIVERABLES UNDER CCS IN A CONFIGURATION WHICH REASONABLY SIMULATES END USER 'S PLANNED ENVIRONMENT. THESE DISCLAIMERS WILL APPLY IN ALL CIRCUMSTANCES EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM, HOWEVER IF MERE MODIFICATION CAN ALLOW APPLICABILITY OF THE DISCLAIMERS THEN PARTIES WILL INTERPRET THE DISCLAIMERS AS IF THOSE UNPERMITTED WORDS DEEMED TO HAVE REMOVED.

For Licensor

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For End User

8. **Limitation of Liability.** LICENSOR's OVERALL, CUMMULATIVE AND MAXIMUM LIABILITY UNDER THIS EULA FOR ANY LOSS OR DAMAGE OF WHATSOEVER NATURE, INCLUDING BUT NOT LIMITED THROUGH ANY INDEMNITY OBLIGATIONS OR BREACH OF THIS EULA, SHALL BE LIMITED TO THE AMOUNT OF THE NET FEES RECEIVED BY LICENSOR (AFTER ADJUSTING ANY COMMISSION, TAXES, DUTIES, ADMINISTRATIVE CHARGES, CHARGE-OUT, LEVIES, ROYALTY, ETC PAID TO INTERMEDIARIES IN RELATION TO EULA AND PRODUCTS THEREUNDER) DURING THE PREVIOUS TWELVE (12) MONTHS, IF ANY. IN NO EVENT SHALL LICENSOR BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF TIME, LOSS OF OPPORTUNITY, LOSS OF ECONOMIC BENEFITS, LOSS OF PROFITS, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE.

9. **Indemnity**

(a) **By Licensor.** Licensor will defend, at its expense, any action brought against End User based upon any claim by any third party that the Application_Material though used within the scope and instructions of the license granted under this EULA, directly infringes a copyright, trade secret or patent (issued as of the Effective Date) provided that: (i) End User notifies Licensor promptly in writing of any such claim; (ii) End User not enters into any settlement or compromise of any claim without Licensor's prior written consent; (iii) End User has not defaulted in the payment of fees and charges as per the EULA; (iv) loss or damage is not result of any negligence or omission of the End User or its employees, contractor, vendor, etc; (v) the End User has acted to mitigate the loss or damage; and (vi) Licensor has sole control of any such action or settlement negotiations, and End User provides Licensor with information and assistance, at Licensor's expense, necessary to settle or defend such claim.

(b) **Licensor's Options.** If any of the Application_Material become, or in the opinion of Licensor may become, the subject of a claim of infringement, Licensor may, at its option: (i) procure for End User the right to use such Application_Material free of any liability; (ii) replace or modify such Application_Material to make them non-infringing; or (iii) remove such Application_Material, or any part thereof, from the scope of this EULA and provide a refund for such Application_Material proportionately or in event of any amount paid, other than fees for subscription, adjust the amount equal to the depreciation considering life of the Application as three (3) year on straight line basis. Licensor shall not be liable for any costs or expenses incurred by End User in connection with any potential claim of infringement without its prior written authorization. This Section 9 states Licensor's entire liability and End User's sole and exclusive remedy for infringement of any intellectual property owned by a third party. The End User shall not make any infringement claim with respect to Application_Material.

(c) **Exceptions.** End User will indemnify, defend and hold harmless Licensor, its affiliates and their respective officers, directors, employees, agents and representatives (collectively, "Licensor Indemnities"), from any and all losses and/or action brought against Licensor arising from, in connection with, or based on allegation of any of the following : (a) the combination, operation or use of any Application_Material furnished hereunder with software, hardware or other materials or services not provided by Licensor if such infringement would have been avoided in the absence of such combination, operation, or use ; (b) use or incorporation in the Application_Material of any design, technique or specification furnished by End User , if the infringement would not have occurred but for such incorporation or use; (c) any use of other than the current unaltered release of the Application_Material; or (d) End User's use of the Application_Material other than as permitted under this EULA.

10. **Invoices and Payment**

Licensor will send invoices to the address set forth in the Order Form or the SOW. End User will pay Licensor, in INR within thirty days (30 days) of receipt of a correct invoice, all undisputed charges and promptly notify Licensor in writing of any disputed amount. Licensor shall supply End User with documentation to support the validity of any disputed charge.

11. **Taxes**

Any charges and fees due hereunder are exclusive of any sales, use, or value added taxes, Goods and Service Tax(GST), and any other similar taxes and governmental charges, however designated, arising out of this

For Licensor

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For End User

EULA (except taxes based on Licensor's income like TDS), and End User shall pay all such taxes and charges. In the event any such taxes are imposed upon and paid by Licensor, End User shall reimburse Licensor within thirty days (30 days) of receipt of an invoice from Licensor together with any records documenting such payment as may be reasonably requested by End User. If End User is required by government regulation to withhold taxes for which Licensor is responsible, End User shall deduct such withholding tax from payment to the Licensor and provide to it a valid tax receipt in its name well in advance to enable it to reclaim or set off the same within the accounting time limits permitted by the authorities for that financial year to which the transaction belongs. If either Party had omitted or fail to provide the valid certificate within the permitted time limits, then non-defaulting party shall have a right to recover the same from such defaulting party.

12. **General**

- (a) **Modification of the EULA.** The terms of this EULA and the Order Form or SOW may only be modified by a written agreement duly signed by both parties hereto. Unless the terms and conditions of any End User purchase order or other written instructions duly notified is explicitly included in the aforesaid modified written agreement and duly signed by both parties, such terms and conditions will not form integral part of this EULA or any modification thereof and will have no effect.
- (b) **Assignment.** This EULA may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required for the assignment of this EULA by either party to a wholly-owned subsidiary of either party or to a successor corporation or entity in connection with a merger, consolidation or transfer of all or substantially all of the assets of either party by such successor corporation or entity. In such event, the assigning party shall provide written notice of such assignment to the other party.
- (c) **Survival.** The provisions of Sections 1(b), 5, 6(c), 7(b), 8, 9, 11 and 12 shall survive any termination of this EULA, and such other terms that by their nature should survive the termination of this EULA.
- (d) **Governing Law.** This EULA and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of India. Any legal action or proceeding arising out of or connected or relating to this EULA or any right or obligation created by this EULA, irrespective of the legal theory or claims underlying any such dispute (including tort and statutory claims), shall be resolved in courts of Mumbai, Maharashtra, India. Licensor and End User hereby submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.
- (e) **Intellectual Property Rights.** End User Owned Materials shall be the sole and exclusive property of End User and it shall have all rights, title, and interest in and to those materials. Other than End User Owned Materials, Licensor shall retain all rights, title, and interest in and to all IPR, Licensor's pre-existing works and customization or derivative works thereof. The Application to the extent accompanied with open source or intellectual property governed by general public license, to the extent embedded, integrated, incorporated or substitutable shall apply to every user of the End User in the manner accorded under such open source and general public license.
- (f) **Notices.** Any notice or report required or permitted by this EULA, except as otherwise set forth in this EULA, shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth in page 1 of the Order Form under this EULA or as subsequently modified by written notice to other Party.
- (g) **Severability Waiver.** If one or more provisions of this EULA are held to be unenforceable under applicable law, the parties agree to any already agreed position in respective provisions or renegotiate such provision in good faith, and in the manner guided under relevant provisions or in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this EULA, (ii) the balance of the EULA shall be interpreted

For Licensor

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For End User

as if such provision were so excluded and (iii) the balance of the EULA shall be enforceable in accordance with its terms. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of such rights or of any other rights hereunder.

- (h) **Relationship of the Parties.** Nothing in this EULA is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto.
- (i) **Costs.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this EULA, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- (j) **Non-solicitation.** End User acknowledges and agrees that the employees and consultants of Licensor are a valuable asset to Licensor and are difficult to replace. Accordingly, End User agrees that, for the term of this EULA and for a period of twelve months thereafter, it will not offer employment as an employee, independent contractor, or consultant to any Licensor employee or consultant. In the event End User breaches the provisions of this Section, the parties agree that it would be difficult to determine the amount of actual damages to Licensor that would result from such breach. The parties further agree that in the event End User breaches the provisions of this Section, End User shall pay Licensor liquidated damages equal to the annual cost to the company of such employees and consultants for each such breach, which is the parties' good faith estimate of the amount of damages to Licensor from such breach. Notwithstanding the foregoing, nothing shall prevent either party from offering employment to any such individual who responds to a general advertisement for employment that is not targeted to employees, independent contractors or consultant of a party or through the use of an independent employment search agency that has not been directed by a party to target specified individuals.
- (k) **Marketing Rights.** End User agrees to permit Licensor to use End User's name and logo on Licensor's website and customer list and to issue a press release announcing Licensor's selection by the Customer. The press release will be reviewed and approved by the customer. Licensor may seek End User's participation in additional marketing activities and engagements from time to time. Participation in these activities and engagements will be based on End User's consent, approvals and as per internal policies of the customer. Examples of such activities and engagements include reference calls from prospects, media interviews, video testimonials, case studies, webinars, analyst surveys and presentations.
- (l) **Force Majeure.** Except for End User's obligation to pay for services already performed by Licensor, if either party is prevented from complying, either totally or in part, with any of the terms or provisions of this EULA by reasons of fire, flood, storm, earthquake, strike, Pandemic, Epidemic, lockout government orders, or other labor trouble, riot, war, rebellion, communications or utility failures, accident or other acts of God, then upon knowledge to the other party shall be suspended during the period of such disability. However, such knowledge can be through written notice to other Party or publication, in general to public, sufficient to acknowledge that services are affected by force majeure event. During the force majeure event, the obligations of affected Party shall be excused and in no event can be asked to perform its obligations. Affected Party may initiate request to terminate this EULA for reason of force majeure event persisting beyond 30 days and accordingly the other Party shall accept the same if there is no reason to arrive at any mutual terms to continue the arrangement beyond those 30 days of force majeure event.
- (m) **DEFINITIONS:** The term defined hereunder are the terms used under this EULA and it shall carry the meaning given hereunder:-

"Bug" — An error or inherent flaw or vulnerability causing errors within the Application or hardware design or construction. A bug represents a flaw or vulnerability in a system discoverable by attackers and used as point of compromise.

"Confidential Information" means that information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant to this EULA, in written form and marked as "Confidential" or "Proprietary" or similar designation, or if disclosed orally, or by demonstration or other intangible form, is identified as confidential at the time of disclosure as confidential and reduced to a confidential writing or summary within a reasonable time after initial disclosure. Confidential Information shall include, but not be limited to, trade secrets, know-how, inventions, techniques, processes, algorithms, all training and procedural materials developed by Licensor in conjunction with the Licensor Services or use or configuration of the Application, Application Material, source code, schematics, designs, contracts, customer lists, financial information, product plans, sales and marketing plans and business information. References to either Party as a Receiving Party or a Disclosing Party shall also include all of such Party's Affiliates, subject to the restrictions contained in this EULA. The obligations set forth in Section 5 shall not apply to the extent that Confidential

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For End User

Information includes information which is: (a) now or hereafter, through no unauthorized act or failure to act on the Receiving Party's part, in the public domain; (b) known to the Receiving Party without an obligation of confidentiality at the time the Receiving Party receives the same from the Disclosing Party, as evidenced by written records; (c) hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; (d) furnished to others by the Disclosing Party without restriction on disclosure; or (e) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. Nothing in this EULA shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall: (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

"Error(s)" means any verifiable and reproducible failure of the Application_Material to materially conform to the Documentation. Notwithstanding anything contained in this EULA to the contrary, the term "Error" may include Technical Error, Queries, High Impact on BAU, Moderate Error, Minor Error, and Severe Error but shall not include any failure of the Application_Material to materially conform the Documentation that: (i) results from End User's misuse or improper use of the Application_Material; (ii) does not materially affect the operation and use of the Application_Material; (iii) results from the modification by End User of the Application_Material; or (iv) results from End User's failure to implement in a timely manner any Error Correction provided to End User.

"Error Correction" means either a modification, Patch, or addition to or deletion from the Application_Material that, when made to such software shall materially conform such software to the Documentation.

"Intellectual Property Rights" or **"IPR"** means all of the following in any jurisdiction throughout the world and whether existing now or in the future: (a) patents and patent disclosures; (b) copyrights and copyrightable works; (c) trademarks, service marks, trade dress, trade name, logos, and other designations a party uses in connection with its business (whether registered or unregistered); (d) trade secrets and know-how; (e) any other proprietary or intellectual property rights.

"Patch" — An update or change to an operating system or application. A patch is often used to repair flaws or Bugs in deployed code as well as introduce new features and capabilities. It is good security practice to test all updates and patches before implementation and attempt to stay current on patches in order to have the latest version of code that has the fewest known flaws and vulnerabilities.

"Moderate Error" means any demonstrable Error in the Application_Material that: (i) causes the Application_Material to operate improperly; or (ii) produces results materially different from those described in the Documentation, but which error does not rise to the level of a Severe Error.

"Minor Error" means any demonstrable Error that: (i) causes a function to not execute as documented in the published Documentation without a significant loss of utility of intended functionality; or (ii) disables one or more nonessential functions.

"Order Form" means Licensor's then current standard order form, in substantially the form set forth in Form A at Page 1 of this EULA, which may include specific terms and conditions relating to the product and/or services being subscribed and/or purchased. Order Forms shall not be binding until executed by both End User and Licensor and shall be incorporated as an ATTACHMENT TO Annexure to this EULA upon execution.

"Severe Error" means any demonstrable Error in the Application_Material that: (i) causes the Application_Material to have a significant loss of utility of intended function as set forth in the Documentation; (ii) causes or is likely to cause data to be lost or destroyed; or (iii) prevents the Application_Material from being installed or executed on the properly configured environment.

"Statement of Work" or **"SOW"** means a document, in substantially the form set forth in Annexure D of the EULA, which may include specific terms and conditions relating to the services being purchased. SOWs shall not be binding until executed by both End User and Licensor and shall be incorporated as an Annexure to the EULA upon execution.

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For End User

“Workaround” means a temporary solution to an Error that Licensor has implemented, or enabled End User to implement and that allows the Application_Material to regain functionality and provide major software functions in accordance with the Documentation.

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For End User

ANNEXURE B
THE APPLICATION AND LICENSE DETAILS
(SUBSCRIPTION_LICENSE DETAILS)

AppProtectt

AppProtectt is a light-weight SDK designed to defend Corporate Apps from known vulnerabilities across Application, Networks & Devices. AppProtectt enables Run Time Security on Mobile Apps to safeguard Apps and fulfill Regulatory Compliances

Subscription License details; Terms & Conditions:

S. No.	Particulars	Year 1
1	AppProtectt Mobile App RASP Security Solution Platform for "ABC" Mobile Application	XX Lacs Annual Active Users

Commented [AG5]: Please fill in the mobile application name and its respective volumetrics.

APPROACH AND DISCLAIMERS:

1. **General:** Cyber-security approach has multiple layers of protection spread across the computers, networks, programs, or data that one intends to keep safe, and in order to keep security intact the people, processes, and technology have to integrate and respond in such a manner that all them must complement one another to create an effective defense from cyber-attacks.
2. **Processes and Policies:** Cyber-security is dependent upon every organization having cyber security policies; and users complying with such cyber security policies and processes in order to report, learn, develop patch and update, and minimize the threats by complying with security updates and information published from time to time like Update software and operating system, Use anti-virus software, Use strong Passwords, avoid unsecure WiFi networks in public places, never click links in emails from unknown senders or unfamiliar websites, etc
3. **Source of threat detection:** Exposure of cyber-security threat are dependent upon threat research, threat hunting and general source of threat across various source in order to combat the proliferation of malicious code and aid in early detection through all electronic resources available in public domain.
4. **Operating System and User Permission:** The Licensor uses permitted public APIs of operating systems (Android & iOS). The restrictions and limitations from OS & OEMs may impact SDK from producing optimal results. All the features of the Application are applied only to the compatible versions of OS. Some of the features would work only when the Application gets the required and appropriate permissions from user.
5. In the light of the aforesaid approach, processes, policies, framework, permission, etc and considering the Application solely depends on intel inputs collected, processed, assessed and analyzed on multiple occurrence of any inconsistency observed on repeated malicious activity, exploitation of vulnerabilities and flaws within technology, compromise of security measures and firewall capabilities, and removal of threats fully dependent on learning mechanisms adopted by the Application, so by virtue of its nature and expectations of more than one occurrences and building and rebuilding of database of virus, malicious activities, and so on.
6. Licensor disclaims any liability resulting from promises, guarantees, assurances, representation, etc made under this agreement that is dependent on the aforesaid approach, framework and policies and development of resolution or removal patch based on intuitive, feasible or predictable records captured by various organization dealing with cyber-security threats however, new threats or attacks or new methodologies for root/jailbreak bypass are beyond reasonable control of the Licensor hence disclaimed hereof regardless of anything said in the EULA.

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ANNEXURE C

SLA MATRIX

Severity	Details	Service Level	Response time
Minor Errors / Queries	Issue is very small and it does not affect the business or the functionality of the product	L-1	24 WorkingHours
Technical Errors	Business is likely to get impacted or it affects the functionality of the product	L-2	8 Working Hours
High Impact on BAU	Where business gets impacted immediately and/or it affects the associated functionality of the Mobile App	L-3	4 Working Hours

ANNEXURE D

STATEMENT OF WORK

- 1 Threat Modelling for risk mapping and configuration.
- 2 Integration with Android and iOS mobile app.
- 3 Unit & Integration Testing with the development team.
- 4 Security testing will be conducted in our security Labs.
- 5 Customers are expected to do a complete functional test and give UAT Sign-Off
- 6 A dedicated AppProtect Portal will be available for customers to track and control the complete configuration
- 7 New Vulnerabilities can be added to the list and the relevant action to be taken by the corporate.

Out of Scope

Discovery of any new bug on the account of implementation, apart from the services offered will require extra man-hours and effort to investigate and implement solution other than the timeline and person-hours mentioned.

Licensor Labs Representative Contact Details

Level	Assigned Name	E-mail Address	Contact no
L3			
L2			
L1			

End User Representative Contact Details

Level	Assigned Name	E-mail Address	Contact no
L3			
L2			
L1			

Licensor Labs' representatives shall update the respective "Point of contacts" from End User team twice a month with detailed report.

For Licensor

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For End User

ANNEXURE E

END USER PURCHASE ORDER COPY

Purchase order of End User is to be shared 'only for the purpose of reference' to enable parties to verify and confirm actual order placed between End User and Intermediaries however no terms and conditions mentioned thereunder shall be deemed to be incorporated to this EULA and no conditions, representations, warranties, covenants, etc shall be deemed to be applicable to the Licensor, in any manner, regardless of any statement or document contrary to the same is been present with any person or parties hereto. The Intermediaries, inter alia party with End User, shall be solely responsible for any obligations, liability and performance of those agreements and not the Licensor, in any manner. THE LICENSOR DISCLAIMS ANY AND ALL KIND OF LIABILITIES, CLAIMS, CHARGES, REPRESENTATIONS, CONDITIONS, WARRANTIES OR COVENANTS UNDER THE END USER PURCHASE ORDER OR ANY CONNECTED AGREEMENT THERETO.

ALL PURCHASE ORDERS ISSUED BY END USER TO INTERMEDIARIES IS DEEMED TO BE ATTACHED HEREIN BY WAY OF REFERENCE. SUCH PURCHASE ORDER COPY SHALL BE ATTACHED AND SHARED FOR PURPOSE OF COMPLIANCE OF TERMS RELATED TO IT AND IN SUPPORT TO ANNEXURE E. SUCH PURCHASE ORDER SHALL AMOUNT TO CONFIRMED ORDER OF END USER AND CANCELLATION OR ANY AMENDMENT SHALL REQUIRE WRITTEN CONSENT OF LICENSOR. SUCH PURCHASE ORDER SHALL BE CONSIDERED AS REPRESENTATION AND COVENANT TO PAY THE FEES BY THE END USER TO ENABLE EXECUTION OF THIS EULA. HOWEVER, THE FEES PAYABLE BY END USER TO THE LICENSOR PURSUANT TO SUCH PURCHASE ORDER(S) SHALL BE DEEMED TO BE PAID TO INTERMEDIARIES HENCE NO LIABILITY, CLAIM OR OBLIGATION OF WHATSOEVER NATURE SHALL ARISE IN RESULT OF OR PURSUANT TO THE END USER PURCHASE ORDER ANNEXED UNDER ANNEXURE E. IN EVENT OF FEES NOT RECEIVED OR DELAY AND DEFAULT IN SERVICES, EACH PARTY HAVE ITS LEGAL RECOURSE UNDER THEIR RESPECTIVE AGREEMENTS WITH INTERMEDIARIES. END USER SHALL HAVE NO DIRECT LEGAL RECOURSE AGAINST LICENSOR RELYING ON THIS EULA AND ANY SUSPENSION AND TERMINATION SHALL BE INDEPENDENT OF PAYMENT MADE UNDER SUCH PURCHASE ORDER(S) AND TO RESTART LICENSOR SERVICES AFTER ANY LAPSED PERIOD OR DEFAULT OF PAYMENT OF FEES SHALL ONLY HAPPEN AFTER REINSTATEMENT CHARGES FOR SUCH SERVICES EITHER THROUGH ANOTHER INTERMEDIARIES OR SAME INTERMEDIARIES. THE LICENSOR SHALL AT ITS SOLE DISCRETION OR UPON REQUEST OF END USER MAY CHANGE INTERMEDIARIES TO CONTINUE FURTHER SERVICES AND NO OBJECTIONS WOULD BE CONSIDERED IN THIS REGARDS BY ANY PERSON OR PARTIES HERETO.

PURCHASE ORDER ATTACHED

For Licensor

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For End User