

## END USER LICENSE AGREEMENT

**THIS END USER LICENSE AGREEMENT ("Agreement") GOVERNS THE USE OF WHITELINT GLOBAL WAFER FRAMEWORK BASED PRODUCTS (As the term "Product" is defined below).**

This Agreement is entered into between WhiteLint Global Pvt Ltd, a company organized and existing under the laws of India, with its principal place of business at CGN 224, DLF Capital Greens, 15 Shivaji Marg, New Delhi 110015 (hereinafter referred to as "**Licensor**"), and the end user (hereinafter referred to as "**End User**", **You or Your**) of the Product. This Agreement governs the use of Product by the End User.

BY USING OR ACCESSING ANY PRODUCT PROVIDED BY WHITELINT GLOBAL, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOUR USE OR ACCESS OF THE PRODUCT CONSTITUTES YOUR ACCEPTANCE OF ALL THE PROVISIONS CONTAINED HEREIN. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHOULD IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS AGREEMENT GOVERNS YOUR USE OF THE WAFER PRODUCT REGARDLESS OF HOW THEY WERE ACQUIRED, INCLUDING BUT NOT LIMITED TO ACQUISITION THROUGH WHITELINT GLOBAL, AN AUTHORIZED AFFILIATE OF WHITELINT GLOBAL, OR AN AUTHORIZED DISTRIBUTOR OR RESELLER.s

### **1. DEFINITIONS**

- a. "**Affiliate**" refers to any entity that is directly or indirectly controlled by, controls, or is under common control with Licensor or the End User, where "control" denotes the authority to direct or govern the policies and management of an entity, whether through ownership of voting shares, contractual agreements, or otherwise. Affiliates may include subsidiaries, parent companies, or other entities closely associated with Licensor or the End User, and their relationship is characterized by shared ownership, control, or operational interests.
- b. "**Documentation**" refers to any written or electronic materials provided by Licensor, including but not limited to user manuals, installation guides, technical specifications, and any other accompanying materials that describe the functionality, features, and operation of the Product. The documentation is intended to assist the End User in understanding and utilizing the Product effectively and may also include information related to updates, revisions, or additional information provided by Licensor from time to time.
- c. "**End User**" refers to the individual, company, organization, or other legal entity that is granted a license to use the Product. The End User may include, but is not limited to, employees, contractors, agents, or other authorized representatives acting on behalf of the licensed entity.
- d. "**License**" refers to the legal permission granted by Licensor to the End User, allowing them to use, access, and operate the Product in accordance with the terms and conditions set forth in this End User License Agreement (EULA). The license outlines the scope of permitted use, any restrictions or limitations.
- e. "**Product**" refers to the WAFER network filtering framework-based products provided by Licensor, including all associated software, documentation, hardware components, and any updates or modifications thereto. This term encompasses the entire offering provided by the Licensor under the name "WAFER," including any ancillary services or support provided in connection with the use of the product.
- f. "**Proof of Concept (POC)**" refers to the phase in which the product is used for preliminary testing, demonstration, or evaluation to assess its feasibility, functionality, and suitability for a specific purpose or scenario.
- g. "**Software**" refers to any software, firmware, or programming embedded or provided with Product, including any updates or modifications thereto.

- h. **"Systems data"** refers to information generated or gathered in relation to Your utilization of the product. This may encompass device identifiers, such as IP addresses, model, firmware versions, operating system, time zone, MAC addresses, and other technical specifications concerning computing systems. Additionally, it may include file names, file paths, network logs, threat intelligence data, and potentially malicious files identified by the Product. For avoidance of doubt, it expressly excludes any data or information that directly identifies the customer or contains Personal Data.

## 2. Use of Product for POC

If you are using the product for POC, trial, assessment, or similar purposes ("**Evaluations**"), you may do so for a specified period determined by Licensor, unless an extension is granted. Licensor reserves the right to terminate Assessments at any time. Upon the expiration or termination of the Assessment Period, you must cease using the product provided for assessment purposes and return any Assessment Hardware to Licensor in the same condition as when first received, except for reasonable wear and tear.

## 3. Grant of License and Product Use

Subject to terms and conditions of this Agreement, Licensor grants you a limited, royalty-free non-exclusive, non-transferable, license to use the Product. The End User is granted the following use rights for WAFER:

- a. **Internal Use:** The End User may use WAFER and the accompanying Software solely for internal purposes within their organization.
- b. **Compliance with Documentation:** The End User agrees to use WAFER and the Software in accordance with the documentation provided by Licensor.
- c. **Usage Capacity:** The End User agrees to use WAFER within the usage capacity specified by Licensor, including limitations on the number of users or workloads, unless otherwise agreed upon in a separate written agreement.
- d. **Compliance with Laws:** The End User agrees to comply with all applicable laws and regulations governing the use of WAFER and the Software, including but not limited to export control laws and regulations.

## 4. Use Restrictions

You are expressly prohibited from engaging in the following activities

- a. **Reverse Engineering:** You are expressly prohibited from disassembling, decompiling, reverse engineering, or otherwise attempting to derive or create derivative works of the source code, methodology, analysis, or results of the Product, in whole or in part, except as permitted by applicable law;
- b. **Overuse:** You may not use the Product beyond the scope of its intended usage capacity;
- c. **Modification of Identifications:** You are not allowed to remove, modify, or conceal any product identification, copyright, proprietary, or intellectual property notices or other such marks on or within the Product;
- d. **Benchmark Disclosure:** You may not disclose, publish, or otherwise make publicly available any benchmark, performance, or comparison tests that you (or any third party contracted by you) run on the Product, in whole or in part;
- e. **Transfer of Rights:** You are prohibited from transferring, sublicensing, or assigning your rights under this Agreement to any other person or entity, except as expressly provided in a separate written agreement;
- f. **Prohibited Use:** You may not use the Product to facilitate or engage in any illegal, unauthorized, or malicious activity;

- g. **Disruption of Functionality:** You are forbidden from using the Product in any manner that could disrupt, damage, or impair the functionality of networks, servers, or other systems, whether belonging to Licensor or any third party.

#### 5. Product Use by Affiliates:

- a. The End User acknowledges and agrees that its Affiliates may also use the Product under the terms of this Agreement. However, such use is limited to the End User's Affiliates and is subject to the following conditions:
- b. Each Affiliate must use the Product solely for the internal purposes of the End User;
- c. The End User shall be responsible for ensuring that its Affiliates comply with all the terms and conditions of this Agreement;
- d. The End User shall be liable for any breach of this Agreement by its Affiliates;
- e. The End User shall ensure that each Affiliate acknowledges and agrees to be bound by the terms of this Agreement before using the Product;
- f. The End User shall provide Licensor with written notice of any Affiliates using the Product and shall promptly notify Licensor of any changes in such usage.
- g. The End User understands that its Affiliates' use of the Product is subject to the same restrictions, limitations, and obligations imposed upon the End User herein.

#### 6. Ownership

Licensor retains all rights to the intellectual and intangible property related to the Product, encompassing copyrights, patents, trade secret rights, database rights, trademarks, and any other intellectual property rights, unless stated otherwise. You are prohibited from altering or deleting any copyright, trademark, or other proprietary rights notices or markings on the Product. Your usage rights for the Product are strictly confined to those explicitly granted in this Agreement. All rights not explicitly granted are held by Licensor. Any suggestions or comments provided by you regarding the Products may be retained and utilized by the Licensor for present or future products or subscriptions, without requiring your approval or providing compensation to you.

#### 7. Term and Termination

- a. **Term:** This Agreement will remain effective until the expiration of the applicable Licence Term or Evaluations Term, unless terminated earlier pursuant to section 7b.
- b. **Termination:** Licensor may terminate this agreement, and the licence and other rights granted herein, at any time in the event you breach or fail to comply with any of the terms and conditions of this agreement or for other reasons as stated in Documentation, you agree that upon such termination you will cease using the Product and return all copies of the documentation to the Licensor.

#### 8. Use of Systems Data

Licensor will access, use, or process Systems Data for product improvement, research and development purposes and to manage its relationship with the End User. Licensor shall handle Systems Data in accordance with its Privacy Policy, available at <https://www.whitelint.com/Privacy-policy-for-security-solutions.pdf>, which governs the collection, use, maintenance and disclosure of personal and non-personal information.

#### 9. Warranty, Exclusions and Disclaimer

- a. Warranty:  
Licensor warrants that:

- I. Hardware shall be free from any defects in material and workmanship for six (6) months from the date of shipment.
- II. Free technical assistance shall be provided, throughout the validity of the license.
- III. No-Questions-Asked Replacement will be provided for defective products throughout the validity of the license, for up to three (3) times per year.

**Replacement Process:** Replacement of the defective Product is contingent upon the Licensor's customer service team making reasonable efforts to repair the product. If, in its sole discretion, the team determines that repair is not feasible, the replacement will be issued. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All products that are returned to the Licensor and replaced become the property of the Licensor. End User will pay the shipping costs for return of products to the Licensor and Licensor will pay the shipping costs for repaired or replaced Products back to the End User.

b. Exclusions:

The warranty provided above shall not apply if the failure of the Product results from or is otherwise attributable to:

- I. Repair, maintenance, or modification of the Product by individuals or entities other than the Licensor or its authorized representatives.
- II. Accident, negligence, abuse, or misuse of the Product by the End User or third parties.
- III. Use of the Product in a manner inconsistent with the Documentation or any instructions provided by the Licensor.
- IV. Improper installation, site preparation, or failure to adhere to environmental and storage requirements specified in the Documentation, including but not limited to temperature or humidity ranges.
- V. External factors affecting the Product, such as failure of electrical systems, fire, water damage, or other events beyond the control of Licensor.

c. Disclaimers:

WITH THE EXCEPTION OF THE EXPRESSLY STATED WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS." THE LICENSOR DOES NOT OFFER ANY OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM THE NORMAL COURSE OF BUSINESS OR TRADE PRACTICES. THE LICENSOR DOES NOT WARRANT THAT (I) THE PRODUCTS WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS, WHETHER KNOWN OR UNKNOWN.

## 10. Limitation of Liability

Licensor will not be liable for any loss, damages, or penalties resulting from delay in delivery when such delay is due to causes beyond its reasonable control, including but not limited to supplier delay, force majeure, act of God, labour unrest, fire, explosion, or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay.

LICENSOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR SALE WILL BE LIMITED TO THE REFUND OF THE LICENSE AMOUNT. IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE HARDWARE BY BUYER

OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT) WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST BUYER.

While Licensor may be tasked with securing networks as part of services provided to End User, Licensor cannot control third parties and as such, Licensor shall not be liable for data security breaches (unauthorized or unintentional exposure, disclosure, or loss of any sensitive information belonging to End User) as a result of, but not limited to, hacks, viruses, malware, exploits, social engineering, or any other unauthorized access to a End User's data network.

## **11. Indemnification**

### **a. Indemnification by Licensor**

Licensor shall indemnify, defend, and hold End User harmless from any third-party claim, action, suit, or proceeding alleging that End User's access and use of the Product in accordance with this Agreement infringes such third party's patent, trademark, or copyright. Licensor shall also reimburse End User's reasonable attorney's fees and costs actually incurred and any damages finally awarded against End User by a court of competent jurisdiction or agreed to by Licensor in a settlement. If a third-party claim is made or appears likely to be made, Licensor, in its sole discretion, may: (i) procure the right for End User to continue accessing or using the Product under the terms of this Agreement; or (ii) modify or replace the Product to be non-infringing without material decrease in functionality. If Licensor, in its sole discretion, determines that neither of the foregoing options is reasonably feasible, Licensor may terminate End User's license to or right to use the Product upon written notice to End User, and provide or authorize a pro rata refund of the fees paid by End User to Licensor, respectively, for the remainder of the applicable License Term. THE FOREGOING SHALL BE LICENSOR'S ENTIRE OBLIGATION AND END USER'S EXCLUSIVE REMEDY REGARDING ANY THIRD-PARTY CLAIM AGAINST END USER.

Licensor shall have no indemnity obligation for any claim to the extent such claim, in whole or in part, is based on: (i) a modification of the Product by End User or a third party; (ii) access or use of the Product in a manner that violates the terms and conditions of this Agreement; (iii) failure to use the most recent, equally compatible or functionally equivalent version of the product supplied by the Licensor to address such claim; or (iv) combination, operation, or use of the Product with hardware or software not supplied by the Licensor, if a claim would not have occurred but for such combination, operation, or use.

### **b. Indemnification by Customer**

End User shall indemnify, defend, and hold harmless Licensor, its Affiliates, and their officers, directors, employees, contractors, and agents against any claims, liabilities, and expenses (including court costs and reasonable attorneys' fees) that are incurred as a result of or in connection with (a) End User's access or use of the Product in a manner not expressly permitted by this Agreement; (b) End User's violation of any third party rights; or (d) End User's violation of applicable laws or regulations.

### **c. Indemnification Procedures**

The indemnified party ("Indemnitee") shall: (a) promptly notify the indemnifying party ("Indemnitor") in writing of any indemnifiable claim; (b) give Indemnitor all reasonable assistance, at Indemnitor's expense; and (c) give Indemnitor sole control of the defence and settlement of the claim.

Any settlement of a claim will not include a specific performance obligation other than the obligation to cease using the Product, or an admission of liability by the Indemnitee, without the Indemnitee's consent. The Indemnitee may join in the defence of an indemnifiable claim with counsel of its choice and at its own expense.

## 12. Confidentiality

- a. Definition: "Confidential Information" refers to non-public information exchanged between the parties, identified as confidential by the disclosing party ("Discloser") at the time of initial disclosure or under circumstances indicating it should be treated as confidential by the receiving party ("Recipient"). Confidential Information excludes Systems Data and information meeting specific criteria:
  - I. Information in the public domain at the time of communication to Recipient.
  - II. Information entering the public domain subsequent to communication to Recipient through no fault of Recipient.
  - III. Information in Recipient's possession without confidentiality obligation at the time of communication.
  - IV. Information disclosed to Recipient without confidentiality obligation.
  - V. Information developed by Recipient without reference to Discloser's Confidential Information.
- b. Use and Disclosure: Each party agrees not to use the other party's Confidential Information except as necessary for performance of this Agreement. They shall not disclose such information to any third party except to employees and subcontractors needing such information for performance, subject to similar use and disclosure restrictions.
- c. Confidentiality Maintenance: Recipient shall maintain the confidentiality of Discloser's Confidential Information using efforts equivalent to those used for its own similar confidential information, but no less than reasonable care.
- d. Exceptions to Confidentiality: The confidentiality obligations do not apply if Confidential Information is disclosed: a. Pursuant to a court, administrative agency, or governmental body order, with reasonable notice to Discloser. b. Confidentially to legal or financial advisors. c. As required under applicable securities regulations.
- e. Duration: The confidentiality obligations shall continue for three (3) years from the date of last disclosure of Confidential Information or the date of termination of this Agreement, whichever is later.

## 13. General

- a. Assignment: Neither party may assign or transfer this Agreement or any obligation herein without the prior written consent of the other party, except that Licensor may assign or transfer this Agreement or any obligation herein to its Affiliate, or an entity acquiring all or substantially all assets of Licensor, whether by acquisition of assets or shares, or by merger or consolidation, upon written notice. Any attempt to assign or transfer this Agreement (except as permitted under the terms herein) shall be null and of no effect. For purposes of this Agreement, a change of Control will be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- b. Auditing End User Compliance: You shall retain records pertaining to Product usage. You grant to the Licensor and its independent advisors the right to examine such records no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals non-compliance with this Agreement, you shall promptly pay the appropriate fees, plus reasonable audit costs, as determined by the Licensor.

- c. Compliance with Laws: You shall comply with all applicable laws in connection with your activities arising from this Agreement. You further agree that you will not engage in any illegal activity, and you acknowledge that the Licensor reserves the right to notify you or appropriate law enforcement in the event of such illegal activity. Both parties shall comply with the Foreign Trade (Development and Regulation) Act, 1992, where applicable, and any other applicable export laws, restrictions, and regulations to ensure that the product and any technical data related thereto are not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.
- d. Cumulative Remedies: Unless specifically stated otherwise in this Agreement, any action taken by either party to enforce its rights or remedies shall not waive or limit any other rights or remedies available under this Agreement or by law.
- e. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of India. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in New Delhi, India.
- f. Headings: The headings, including section titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this document or any of its provisions.
- g. Notices: All notices shall be in writing and delivered:
  - I. for End User, to the e-mail set forth on the End User's website and to an officer of End User, or as otherwise provided by End User to Licensor for the purpose of effectuating written notices.
  - II. for Licensor: [contact@whitelint.com](mailto:contact@whitelint.com); or,
  - III. for either party, by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.
- h. Marketing: End User hereby grants to Licensor the right to use End User's name, logo and related marks in marketing and sales materials and communications solely to identify End User as a WhiteLint Global customer. Other than as expressly stated herein, neither party shall use the other party's name, logo or trademarks without the prior written permission of the other party.
- i. Survival: Sections regarding license restrictions, ownership, term and termination, limitations of liability, governing law, and this General section shall survive termination of this Agreement.
- j. Waiver and Severability: The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.
- k. Entire Agreement: If Licensor and End User have executed a separate written agreement pertaining to access and use of the Product, the terms of such executed agreement shall prevail over any conflicting terms of this Agreement. In the absence of such separate agreement, this Agreement, along with the Licensing Guidelines and the documents and policies referenced herein, constitutes the entire agreement between the parties concerning the Product, and

supersedes all prior or contemporaneous oral or written communications, agreements, or representations relating to the Product.

- l. Force Majeure: The Licensor shall not be held liable for any cessation, interruption, or delay in the performance of its obligations under this Agreement resulting from events beyond its reasonable control, including but not limited to earthquakes, floods, fires, storms, natural disasters, epidemics or pandemics, acts of God, wars, terrorism, armed conflicts, labour strikes, lockouts, boycotts, availability of network and telecommunications services, or other similar events.
  
- m. Amendments: Licensor may update or modify this Agreement from time to time, and any such updates or modifications shall be effective upon posting the revised Agreement on the Licensor's website. Your continued use of the Product following any such changes constitutes your acceptance of the revised Agreement. If you do not agree with any changes to this Agreement, you must immediately cease using the Product.