



## END USER LICENSE AGREEMENT

Carefully read and understand all the terms and conditions outlined in this Agreement ("Agreement") before purchasing, installing, or using this Product (as defined below). This Product contains software and other proprietary material which is subject to this Agreement. By purchasing, installing, and using the Product with which this Agreement is provided, the user creates a binding legal agreement between Talakunchi Networks Private Limited ("Talakunchi") and the entity that is the end user of the Product ("Customer"). By purchasing, installing, and using the Product, you represent that you have been authorized to accept and acknowledge your acceptance of these terms as the Customer, and have read, understand, and agree to be bound by the terms and conditions of this Agreement. If you are not so authorized or do not agree to these terms, then Talakunchi refuses to permit access to, license of, or the installation and use of the Product, and any installation or use of the Product shall constitute a violation of applicable intellectual property laws and conventions.

**SQUAD1VM is a Risk-Based Vulnerability Management platform helping enterprises from different sectors and industries to prioritize mitigation. It allows security teams to aggregate vulnerability data from various technology solutions, scanners and manual penetration testing assessment results.**

### I. DEFINITIONS:

- a. "Product" means the Talakunchi-provided software ("SQUAD1") to which this document applies, together with the object code copy of Talakunchi's proprietary software, and any included third-party software, provided by Talakunchi as part of the Software, and all Software Updates (collectively the "Software"), along with the accompanying Documentation. The Product to which this agreement applies may also be Talakunchi's proprietary software (and any included third-party software) made available for use on a virtual software machine, in which case both "Product" and "Software," as used herein, shall be deemed to be such software, and "Software" shall be deemed to refer to a virtual machine meeting the specifications outlined in the Documentation. Additionally, the Product to which this Agreement applies may also be Talakunchi's proprietary software which is made available for use on Customer-owned endpoint devices.
- b. "Documentation" means the user guides and manuals for installation and use of the Product regardless of format.
- c. "Endpoint" means any computer or device that is owned by the Customer and running any Talakunchi Endpoint software.
- d. "Software Update" means any error corrections, fixes, patches, new versions, new releases, modifications, functional improvements or replacement of the Software made available to Customer at Talakunchi's sole discretion under an active maintenance and support contract between Customer and Talakunchi in connection with the Product.

### II. LICENSE:

- a. Upon payment of the applicable fees for the Product, subject to the terms and conditions of this Agreement, Talakunchi grants to Customer a personal, non-exclusive, and non-transferable license to use the Software and related Documentation in object code form for use on the Software, solely for Customer's internal business purposes and, and as outlined in the Customer's purchase order as accepted by Talakunchi and for which Customer has paid to Talakunchi the required license fees (the "Applicable Purchase Order"). If, as per the Applicable Purchase Order, the Software was licensed for a limited term (a "Subscription License"), the term of the license granted herein will be as outlined in the Applicable Purchase Order.
- b. Talakunchi Software may be licensed on a "Subscription" and/or "Perpetual" basis. Customers who purchase a "Perpetual" license may use the Software in perpetuity along with entitlement to software updates, Feeds, or technical support. In the case of a "Subscription" license, once the Subscription expires, the Customer may no longer use the Software and must uninstall it.

- c. The Product may contain third-party software. Unless expressly provided, any third-party software may only be used in conjunction with the Product under the terms of this Agreement.

### **III. LICENSE RESTRICTIONS:**

- a. Customer shall not: (i) copy all or part of the Product or use the Product (including the Documentation) except as specified in this Agreement; (ii) modify, alter, adapt, enhance, improve, revise, correct errors in, or create derivative works of the Software or any part thereof, (iii) cause or permit the reverse engineering, de-encryption, disassembly or de-compilation of the Product or otherwise attempt to create the source code from the Software or gain access to trade secrets or confidential information of Talakunchi or its licensors; (iv) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software or Documentation;; (v) rent, lease, sell, assign, transfer, distribute or sublicense the Software or any part thereof or permit access to the Software by third parties or use the Software for service bureau or time-sharing purposes; (vi) use the Product for competitive analysis or permit publication or distribution of functionality or performance testing of the Product without express written consent of Talakunchi; (vii) remove, disable, circumvent or otherwise create or implement any workaround to any technological copy protection or other security features designed to prevent unauthorized use of the Software; or (viii) other than as installed on Endpoints, any use of the Software on any third party equipment, except on virtual software approved by Talakunchi; (ix) permit any third party to do any of the foregoing.
- b. Talakunchi as the licensors may take such steps as are reasonably necessary to audit Customer's compliance with this Agreement on a quarterly/Bi-yearly basis. Customer shall provide reasonable assistance and access to information in the course of such audit, at Customer's expense. Talakunchi shall take the report of the audit results along with all the data analytics for its record purposes after carrying out the audit concerning the use of software licensed by such licensors.

### **IV. ACTIVATION:**

### **V. REPORTING:**

Reporting functions & performance of the product periodically.

### **VI. USAGE LIMITATION:**

The usage of the Product/Software shall be limited to \_\_\_\_\_ assets or as may be permitted by Talakunchi. The customer shall not be entitled to use the Product/Software beyond the permissible limit. If the Customer intends to increase the usage limit, a written request for the same should be forwarded to Talakunchi. Talakunchi shall at its discretion allow the Customer to increase the limit on additional cost.

### **VII. OWNERSHIP AND PROPRIETARY NOTICES:**

- a. As between Customer and Talakunchi, all rights, title, and interest in the Software, including any copyrights, patent rights, trade secrets, trademarks, service marks, trade names, trade secrets, know-how, and any other statutory or common law intellectual property or other proprietary rights related to the Product, including the design, manufacture, operation or service of the Product, are solely owned by Talakunchi. Customer shall obtain no rights in the Software except those limited, non-exclusive rights expressly granted under this Agreement.
- b. All third-party licensors and suppliers retain all rights, title, and interest in third-party software and all copies thereof, including all copyright and other intellectual property rights.
- c. Customer shall not remove or alter any trademark, logo, copyright, confidentiality, or other proprietary notices, legends, symbols, or labels on the Software or any copies thereof.
- d. Except as set forth herein, or as may be permitted in writing by Talakunchi, Customer shall not provide access to, transmit, or otherwise make available, the Software and the Documentation or any part or any copy thereof to any third party; provided, however, that Customer may permit its employees, agents and contractors that are not Talakunchi competitors having a need-to-know for purposes of operating or maintaining the Software or Software to access or use of the Software on behalf of Customer upon such employees', agents' and contractors' agreement to access or use the Software following the limitations outlined in this Agreement, and subject to a non-disclosure agreement which is at least as protective as the obligations set forth herein. Customer will take appropriate action, by instruction, agreement, or otherwise, with the persons permitted access to the Software and related Documentation to enable Customer to satisfy its obligations under this Agreement.

## **VIII. MAINTENANCE AND SUPPORT:**

- a. Subject to payment by Customer of the fees as outlined in the Customer's Purchase Order as accepted by Talakunchi (or that of an authorized third party purchasing such services from Talakunchi for delivery to Customer), Talakunchi will provide maintenance and support for the Product to the extent available in the absence of a separate purchase of support following the foregoing, Talakunchi shall provide Software Updates or technical support under this Agreement.

## **IX. EMERGENCY MITIGATION:**

Licensed Software includes functionality that enables it to automatically implement appropriate vulnerability mitigation measures in the Licensed Software in case of certain critical security vulnerabilities, which may include but are not limited to modifying configuration settings or disabling the affected features or functionalities ("Emergency Mitigations"). Customer understands that Talakunchi will not provide any additional notice or obtain your prior permission before automatically implementing such Emergency Mitigations.

The customer understands and acknowledges that the functionality for implementing Emergency Mitigations is enabled by default and that the Customer has the option to disable it through the Licensed Software's user interface. In the event you disable this functionality, it is your responsibility to promptly install the security patches in the Licensed Software as and when Talakunchi notifies the Customer about the availability of such security patches.

## **X. CONFIDENTIALITY:**

The customer acknowledges that the Product and the Documentation contain proprietary and confidential information of Talakunchi ("Confidential Information"). Confidential Information does not include (i) information already known to or independently developed by Customer; (ii) information in the public domain through no wrongful act of Customer; or (iii) information Customer received from a third party who is authorized to disclose it. Concerning the Confidential Information, Customer hereby agrees that Customer shall at no time use such Confidential Information except in connection with the exercise of its license rights or disclose it to any person or entity, and shall use at least the same degree of care in safeguarding the Confidential Information as Customer uses in safeguarding Customer's confidential information, but in no event less than a reasonable standard of care. The customer shall immediately notify Talakunchi of any inappropriate use or disclosure of Confidential Information. Customer acknowledges that violations of the provisions of this Section shall cause irreparable harm to Talakunchi not adequately compensable by monetary damages. In addition to other relief, Customer agrees that Talakunchi shall be entitled to injunctive relief to prevent any actual or threatened violation of such provisions.

## **XI. COLLECTION OF USAGE DETAILS:**

Talakunchi collects details about the Customer's usage of the Licensed Software such as the managed entities, type of installation, configuration of the system in which the Licensed Software is installed, statistics about product uptime/downtime, and frequency of use of the various features of the Licensed Software ("Usage Details"). The Usage Details collected do not include any personal information. Talakunchi agrees to furnish details of the data collected regarding your usage of the Licensed Software upon request. The customer understands and acknowledges that the collection of Usage Details is enabled by default and that it needs to be disabled through the Licensed Software's user interface if the Customer does not wish to allow Talakunchi to collect Usage Details.

## **XII. TERM AND TERMINATION:**

This Agreement shall remain effective from the date of the applicable purchase order and shall remain in effect till the date mentioned in the said purchase order. This Agreement and any rights granted to Customer will terminate immediately if Customer fails to comply with the terms of this Agreement. Upon termination or expiration of this Agreement, the licenses granted hereunder shall terminate effective immediately and Customer shall promptly cease all use of the Product, and/or the product shall be de-installed/deleted by Talakunchi at Customer's expense. Any Confidential Information (including all print copies thereof) in Customer's possession or control shall destroy all electronic copies of the Confidential Information, and certify that Customer has complied with the foregoing requirements.

### **XIII. LIMITED WARRANTY AND WARRANTY DISCLAIMERS:**

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE PRODUCT IS PROVIDED AS IS, AND TALAKUNCHI DISCLAIMS ALL WARRANTIES REGARDING THE PRODUCT, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TIMELINESS, ACCURACY, COMPLETENESS, RESULTS, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TALAKUNCHI DOES NOT WARRANT THAT THE PRODUCT WILL MEET CUSTOMER REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR FREE FROM ALL DEFECTS OR ERRORS, OR THAT THE PRODUCT WILL WORK IN COMBINATION WITH ANY SOFTWARE OR SOFTWARE PROVIDED BY THIRD PARTIES. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TALAKUNCHI, ITS EMPLOYEES, DISTRIBUTORS, OR RESELLERS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF TALAKUNCHI'S LIABILITY HEREUNDER. TALAKUNCHI DOES NOT WARRANT OR GUARANTEE THE SECURITY OF THE CUSTOMER'S COMPUTER SYSTEMS OR DATA, OR THAT THE CUSTOMER'S COMPUTER SYSTEMS ARE IMMUNE FROM HARMFUL OR UNAUTHORIZED EXTRUSIONS, INTRUSIONS, OR ANY OTHER SECURITY EXPOSURES.
- b. Customer's sole and exclusive remedy and the entire liability of Talakunchi and its notified affiliates/agents/partners/suppliers/distributors under this limited warranty will be, at Talakunchi's option, repair or replacement of the Product or the component thereof that is not in compliance with the warranty, or a refund of that portion of the purchase price allocable thereto by Talakunchi, provided that Talakunchi shall have received from Customer during the applicable warranty period written notice of the alleged warranty breach.

### **XIV. LIMITATION OF LIABILITY:**

- a. **TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL TALAKUNCHI, LICENSORS, RESELLERS OR DISTRIBUTORS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF GOODWILL, LOST OR DAMAGED DATA, LOSS OF SOFTWARE, DOWNTIME OR COSTS OF SUBSTITUTE PRODUCTS) ARISING FROM THE LICENSE, DELIVERY AND/OR USE OF THE SOFTWARE OR ANY OTHER ACT OR OMISSION OF TALAKUNCHI IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF TALAKUNCHI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- b. **IN NO EVENT WILL TALAKUNCHI BE LIABLE FOR DAMAGES HEREUNDER MORE THAN AGGREGATE AMOUNTS RECEIVED BY TALAKUNCHI IN CONNECTION WITH THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.**
- c. **THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

### **XV. INFRINGEMENT CLAIMS:**

Subject to the exclusions set forth below in this section, Talakunchi will defend, at its expense with counsel of its choice, any third-party claim, suit or proceeding ("Claim") brought against Customer alleging that the Products, in the form delivered by Talakunchi to Customer, infringe an Indian copyright or trade secret of such third party and will pay directly or indemnify Customer for all damages and costs finally awarded against Customer regarding such Claim or amounts agreed to in a monetary settlement of such Claim provided in each case that Customer (a) notifies Talakunchi promptly of the Claim; (b) cooperates fully with Talakunchi in the defence of such Claim; and (c) gives Talakunchi sole and exclusive control over the defence and settlement of such Claim. If Customer's further distribution of the Products as authorized hereunder is enjoined or if Talakunchi believes it is commercially practicable to do so, Talakunchi may, at its sole election and expense: (i) obtain for Customer the right to continue using the Products; (ii) replace the Products with non-infringing, functionally equivalent Products; (iii) modify the Products so they become non-infringing, or (iv) terminate this Agreement and all licenses granted hereunder and refund Customer a pro-rated portion of any prepaid license fees, amortized on a straight line basis over three years from the license purchase date. Talakunchi, its resellers, or distributors hold no liability hereunder concerning any claim: (i) relating to software contained with the Product or provided by Talakunchi that is proprietary to a third party, (ii) that is based upon or results from the combination of Products with equipment, devices, firmware or software not furnished by Talakunchi, where the alleged infringement relates to such combination (iii) that results from any modification of Products after delivery (other than by Talakunchi); (iv) attributable to changes or customizations to the Products made at Customer's direction, or (v) occurring after failure by Customer to install or have installed changes or revisions or updates following Talakunchi's instructions, where such changes or revisions would have cured the

infringement. This Section states the exclusive remedy of the Customer and liability of Talakunchi, its distributors, and resellers concerning claims of infringement of any intellectual property rights.

#### **XVI. INDEMNITY:**

Customer shall indemnify and shall keep indemnified Talakunchi against any liabilities, damages, losses, costs, and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Talakunchi and arising directly or indirectly as a result of any breach by the Customer of this Agreement.

#### **XVII. COMPLIANCE WITH LAWS:**

Customer shall comply, at its sole expense, with all applicable State and Central laws, regulations, and rules relating to its use of the Product, including without limitation privacy, security, and employment laws. Customer agrees to indemnify, defend, and hold harmless Talakunchi and its shareholders, directors, officers, employees, legal representatives, agents and affiliated companies from and against any losses, costs, or damages (including reasonable attorneys' fees and litigation costs) resulting from or in connection with (i) Customer's failure to comply with law, (ii) Customer's breach of any individual's right to privacy or publicity, (iii) any misuse by Customer of information collected through use of the Product, and (iv) Customer's use or misuse of the Product.

#### **XVIII. GENERAL:**

- a. *Independent Contractors.* The relationship between Talakunchi and Customer established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship, or as granting a franchise.
- b. *Survival.* Any provision of this Agreement which contemplates performance or observance after any termination or expiration of this Agreement (in whole or in part) shall survive any termination or expiration of this Agreement (in whole or in part, as applicable) and continue in full force and effect.
- c. *Assignment.* Customer may not assign any of Customer's rights or obligations under this Agreement without the prior written consent of Talakunchi. Talakunchi may assign, delegate, and/or otherwise transfer this Agreement or its rights and obligations to any person or entity. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- d. *Governing Law and Jurisdiction.* This Agreement is governed by the laws of India. Disputes if any arising under this agreement shall be subjected to jurisdiction of the city of Mumbai in Maharashtra State, India.
- e. *Waiver.* A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default.
- f. *Language.* The original of this Agreement has been written in English. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this Agreement written in any language other than English.
- g. *Severability.* The provisions of this Agreement are declared to be severable. If any provision of this Agreement is held to be excessively broad as to scope, activity, subject, or otherwise to be unenforceable at law, such provision shall be constructed by limiting or reducing it to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.
- g. *Headings.* Headings in this Agreement are included for reference only and shall not constitute a part of this Agreement for any other purpose.
- h. *Entire Agreement.* This Agreement sets forth the entire agreement and understanding between Talakunchi and Customer regarding the subject matter hereof and supersedes any prior or contemporaneous representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Customer agrees that any purchase order submitted is for administrative purposes only and that in the event of a conflict between this Agreement and any purchase order, this Agreement shall prevail. This Agreement may not be modified or amended except by a single writing signed by both Talakunchi and Customer.

#### **XIX. EVALUATION PRODUCT:**

If Products/Software provided to the Customer were provided free of charge as evaluation equipment, the following additional terms will apply:

- a. *License.* The license granted in this Agreement is a revocable license, for a term only of an evaluation period beginning on the date the Product is first accessed by Customer and ending 30 days thereafter ("Evaluation Period"), and the rights granted under the license are limited to the right to use the Products

(including Software and Documentation) for evaluation purposes only (subject to all other terms and conditions as outlined in this Agreement).

- b. *Support.* During the Evaluation Period, upon request, Talakunchi will provide the Customer with the contact information for a Talakunchi pre-sales engineer for technical support in the installation and use of the Software and the Products and will use commercially reasonable efforts to respond to and resolve reported problems with the Software and the Products. Notwithstanding the foregoing, Talakunchi will have no obligation to resolve any reported problems or bugs during the Evaluation Period.
- c. *Disclaimers.* THE PRODUCTS ARE PROVIDED AS-IS, WITH NO REPRESENTATIONS, WARRANTIES, INDEMNITIES OR ASSURANCES WHATSOEVER. ALL DISCLAIMED WARRANTIES ACCORDING TO SECTION III(c) SHALL EQUALLY APPLY TO EVALUATION PRODUCTS.
- d. *Term.* The term of this Agreement shall expire at the end of the Evaluation Period.



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