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Version: 1.1.0

END USER LICENSE AGREEMENT

BY CLICKING THE “ACCEPT” BUTTON, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT (“**EULA**”). IF YOU DISAGREE WITH ANY PART OF THIS EULA THEN YOU SHOULD NOT ACCESS THE SOFTWARE. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SOFTWARE. THE EULA IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND TDW TECHNOLOGIES INC, A COMPANY REGISTERED AS A DELAWARE C-CORP, HAVING ITS PRIMARY PLACE OF BUSINESS AT 2093A, PHILADELPHIA PIKE, SUITE 383, CLAYMONT, DE 19703, USA (“**TDW**”) AND USER OF THE SOFTWARE (“**End User**” or “**You**”) HAVE AGREED TO AVAIL SUCH SERVICES, ON THE TERMS AND CONDITIONS AS SET FORTH IN THIS EULA.

TDW IS ENGAGED IN THE BUSINESS OF CREATING, DEPLOYING VIRTUAL REALITY APPLICATIONS AND SOFTWARE, AND TDW AND END USER ARE HEREINAFTER WHEREVER THE CONTEXT SO REQUIRES BE COLLECTIVELY REFERRED TO AS “PARTIES” AND INDIVIDUALLY AS “PARTY”

1. LICENSE

- 1.1. Subject to the provisions of this EULA, TDW grants to the End User a non-transferable, non-exclusive, non-sublicensable, and revocable license to use, the Software solely. This License is limited to the use of the Software, the Services or the Subscription Services and does not grant End User any rights to the source code, object code, graphics, course material, course content, call and / or video recordings, call and / or video transcripts, and any digital or physical components that constitute the Software, the Services or the Subscription Services.
- 1.2. For the purpose of this EULA, the “**Software**” shall mean any and all software programs, applications, platforms, or tools developed, owned, or licensed by TDW, including but not



limited to the executable code, source code, scripts, databases, and any associated data files, libraries, components, and related technology. This includes any updates, upgrades, patches, modifications, enhancements, and derivative works provided by TDW, as well as any accompanying documentation, user manuals, and technical specifications. The term also encompasses any software delivered or accessed via cloud-based services, APIs, or other means, as part of TDW's offerings.

- 1.3. For the purpose of this EULA, the **"Services"** refers to any implementation, training, consultation, onboarding, configuration, or deployment services provided by TDW under this EULA, including without limitation the VR0 Bootcamp and the 3-Hour Implementation Program.
- 1.4. For the purpose of this EULA, **"Subscription Services"** refers to any ongoing access to Software features, content, modules, components, singleplayer / multiplayer functionalities, hosted environments, dashboards (whether web-based or native) that require active payment and maintenance of a subscription agreement.
- 1.5. For the purpose of this EULA, **"Confidential Information"** means all non-public, proprietary, or otherwise sensitive information, in any form or medium, whether disclosed orally or in writing, including but not limited to business operations, financial data, software source code, object code, technical processes, customer and vendor lists, product designs, business models, marketing strategies, training material, user data, and all other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include information that (a) is or becomes publicly available through no breach of this EULA, (b) was lawfully known to the receiving party prior to disclosure, (c) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or (d) is rightfully obtained from a third party without restriction.



- 1.6. Except for the license explicitly granted under clause 1.1, TDW reserves all its rights with respect to the Software. The End User acknowledges and agrees that the End User is licensed to use the Software only in accordance with the express provisions of this EULA and not otherwise. TDW reserves the right to change the terms and conditions of this EULA at any time without any prior notice, continued use of the Software implies acceptance of such changes.
- 1.7. Unless otherwise agreed by the Parties in writing, TDW shall have no obligation to upgrade, update, bug-fix, to provide support or maintenance services, or to provide assistance or consultancy services in relation to the Software. Any updates or bug fixes provided are at TDW's discretion and that TDW does not warrant that updates will be provided.
- 1.8. The Software may include third party Software components, libraries, or frameworks ("Third-Party Software"). End Users' use of such Third-Party Software is subject to the terms and conditions of the respective third-party licenses, which may be provided with the Software or made available to End User by TDW. TDW disclaims any and all liabilities arising from or related to End Users use of Third-Party Software. End User agrees to be bound by the terms of the Third-Party Software licenses. End User should review and comply with all applicable Third-Party Software terms before using the Software.

2. CONFIDENTIALITY

- 2.1. Each Party ("**Receiving Party**") agrees to maintain in strict confidence and not disclose, disseminate, publish, or use, directly or indirectly, for its own benefit or the benefit of any third party, any Confidential Information of the other Party ("**Disclosing Party**").
- 2.2. The "**Receiving Party**" shall use the Confidential Information solely for the purposes expressly permitted under this EULA and shall not disclose it to any person or entity except to its employees, contractors, or professional advisors who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those contained herein.



- 2.3. Upon termination or expiration of this EULA, or upon written request by the Disclosing Party, the Receiving Party shall immediately return or destroy all Confidential Information in its possession, including all copies, extracts, and summaries thereof.
- 2.4. The Receiving Party may disclose Confidential Information to the extent required by applicable law or a valid court order, provided that the Receiving Party gives written notice to the Disclosing Party within 2 calendar-days of receiving such a valid court order, and provide the Disclosing Party the maximum time stipulated for disclosure by the aforesaid court order, to allow the Disclosing Party to seek a protective order or other appropriate remedy.

3. **OWNERSHIP AND INTELLECTUAL PROPERTY**

- 3.1. Parties hereby acknowledge and agree that the Software is licensed and not sold. All right, title, and interest in and to the Software, including all intellectual property rights therein, are and shall remain the exclusive property of TDW and its licensors. This EULA does not convey to End User any rights of ownership in or related to the Software.
- 3.2. All copyrights, trademarks, trade secrets, patents and other intellectual property rights in the Software, including all associated documentation, are owned by and/or licensed to TDW. End User acknowledge and agree that the structure, organization and the code of the Software are valuable trade secrets of TDW and its licensors.
- 3.3. Any suggestions, ideas, or feedback End User provide to TDW regarding the Software (“Feedback”) are entirely voluntary and TDW is free to use, disclose, reproduce, modify, license, distribute and exploit the Feedback without any obligation or restriction of any kind, including any obligation to compensate the End User for your contributions. By providing the Feedback, End User hereby grant TDW a perpetual, irrevocable, worldwide, non-exclusive, royalty free, sublicensable, and transferable license to use and incorporate the Feedback into any of TDW’s products or services, at TDW’s sole discretion.



4. USE OF SOFTWARE

- 4.1. Except to the extent permitted by applicable law, the End User shall not, and shall not permit any third party to: (i) copy, reproduce, or otherwise duplicate the Software in whole or in part; (ii) modify, adapt, translate, or create derivative works based on the Software or any part thereof; (iii) merge or integrate the Software with any other software, application, or system; (iv) distribute, license, sell, lease, rent, transfer or otherwise make the Software available to any third part, whether by means of rental, leasing, lending or any other form of distribution (v) disassemble, decompile, reverse engineer, or otherwise attempt to derive the source code, underlying ideas, algorithms, or structure of the Software; (vi) use the Software to provide any services, training, or consultation to any third party without explicit prior written consent from TDW; (vi) sell, lease, rent, transfer, license, sub-license, assign, distribute, publish, pledge, encumber, commercially exploit, or otherwise deal with the Software in any manner that is inconsistent with the terms of this EULA; (vii) remove, alter or obscure any proprietary notice (including copyright and trademark notices) on the Software or its documentation; (viii) Install or use the Software on any device End User owns or for any purpose other than that expressly permitted under this EULA; or (ix) bypass, disable, or otherwise circumvent any security related features of the Software, including any anti-piracy systems or encryption technologies.
- 4.2. TDW may, from time to time, at its sole discretion, develop and provide updates, upgrades, patches, bug fixes, enhancements, or other modifications to the Software ("**Updates**"). These Updates may be automatically installed without providing any additional notice or receiving any additional consent from the End User. The End User acknowledges and agrees that Updates may result in changes to the appearance, functionality, performance, or other aspects of the Software.
- 4.3. TDW reserves the right to automatically install any critical or mandatory Updates that are necessary for the continued safe, secure, and efficient operation of the Software. The End User acknowledges that these automatic Updates may occur without any prior notice and



may be necessary to maintain the Software's compliance with legal or regulatory requirements, enhance security, or improve functionality.

- 4.4. TDW reserves the right to modify or discontinue any features or functionality of the Software, either in whole or in part, as part of any Update. The End User agrees that TDW shall not be liable to the End User or any third party for any modification, suspension, or discontinuation of any feature or component of the Software.

5. END USER RESPONSIBILITIES

- 5.1. End User acknowledges and agrees that the timely and effective delivery of Services depends upon End User's cooperation. End User shall:

- 5.1.1. Provide all requested data, 3D assets, SOPs, documentation, or other materials in a timely and usable format, as requested and specified by TDW;
- 5.1.2. Assign knowledgeable personnel for consultations and decision-making during implementation;
- 5.1.3. Ensure the compatibility of its systems and infrastructure for access and integration with the Software, the Services and the Subscription Services;
- 5.1.4. Promptly notify TDW of any issues or delays that may impede the delivery of the Software, the Services and the Subscription Services.

- 5.2. TDW shall not be liable for any delay, error, or failure in the provision of Services arising from End User's failure to fulfill the responsibilities enumerated herein.

6. SUBSCRIPTION ACCESS AND EXPIRY

- 6.1. Access to certain features, components, modules, multiplayer environments, dashboards of the Software may be conditioned upon an active Subscription Service.
- 6.2. Access to certain features, modules, or multiplayer environments of the Software may be conditioned upon an active Subscription Service.



6.3. TDW reserves the right to disable access to Subscription Services upon expiry of the subscription term without additional notice.

7. REPRESENTATIONS AND WARRANTIES:

7.1. TDW represents and warrants to the End User that: (a) TDW has the full power and authority to enter into this EULA and to grant the right and licenses provided herein; (b) To the best of TDW's knowledge, the Software, when used as authorized under the EULA, does not infringe upon any valid and enforceable Intellectual Property Rights; (c) TDW shall comply with all applicable laws and regulations in providing the Software to the End User.

7.2. End User represents and warrants that:

- (a) The End User has the full power and authority to enter into this EULA and to fulfil its obligations under this EULA.
- (b) The End User shall comply with all applicable laws, regulations, and third party rights (including without limitation, laws regarding the import or export of data, software, or technology, privacy and local laws) in its use of the Software.
- (c) The End User warrants that its use of the Software will not violate any applicable law, regulation, or the rights of any third party.
- (d) Any information provided by the End User to TDW in connection with this EULA is accurate, complete and not misleading.
- (e) The End User acknowledges that the Software may contain open-source software or other third-party components that are subject to separate terms and conditions, which the End User must review and agree to in order to use such components.
- (f) it shall not use the Software to build a commercially available product or service which competes with the Software;
- (g) it shall not use the Software in a manner that is prohibited by any law or regulation;



- (h) it shall not copy any features, functions, integrations, interfaces or graphics which are part of the Software;
- (i) it shall not willfully tamper with the security of the Software, including attempting to probe, scan or test the vulnerability of the Software or to breach the security or authentication measures;

8. AVAILABILITY OF SERVICES AND WARRANTY LIMITATIONS

End User acknowledges that Software is never wholly free from defects, errors and bugs; and subject to the other provisions of this EULA, TDW gives no warranty or representation that the Software will always be wholly free from defects, errors and bugs.

9. TERM AND TERMINATION

- 9.1. This EULA shall commence upon the End User's acceptance of the terms and conditions herein and shall remain in effect until terminated in accordance with this clause.
- 9.2. TDW may terminate this EULA immediately upon written notice to the End User if: (a) The End User breached any material term of this EULA; (b) The End User uses the Software in a manner that infringes TDW's intellectual property rights, or otherwise violates applicable law; and (c) TDW at its sole discretion, decides to cease providing the Software or related services.
- 9.3. Upon termination of this EULA; (a) all rights granted to the End User under this EULA shall immediately cease; (b) The End User shall no longer have access to any updates, support, or other services provided under this EULA; and (c) End User will immediately cease to use in any form or media all Intellectual Property associated with TDW.
- 9.4. The provisions of this EULA that by their nature should survive termination or expiration shall survive, including but not limited to, provisions relating to intellectual property, confidentiality, limitation of liability and disclaimers of warranties.



- 9.5. Notwithstanding other legal remedies that may be available, TDW may in its sole discretion limit End User's activity by immediately removing End User access either temporarily or indefinitely or suspend End User's access to the Software if: (a) the End User is in breach of any terms and conditions of this EULA and/or the terms and conditions of usage of TDW; (b) if the End User has provided wrong, inaccurate, incomplete or incorrect information; (c) if any of End User's actions cause any harm, damage or loss to other end users or TDW; (d) for illegal and/or unauthorized use of the Software.

10. INTELLECTUAL PROPERTY

- 10.1. TDW retains all rights with respect to its Intellectual Property that existed prior to the execution of this EULA. Under API model, End User data shall belong to End User, while service outcome shall be the property of TDW.
- 10.2. TDW retains all ownership and Intellectual Property Rights to the analysis, models, presentations, and other components comprising the Software.
- 10.3. TDW owns all rights and title in any Intellectual Property, whether or not patentable or registrable under patent, copyright or similar statutes, that are generated, created, conceived or reduced to practice by TDW, either alone or jointly with others in connection with providing of the Software. End User shall have no right in whatsoever manner, in the Intellectual Property Rights developed during the use of Software.
- 10.4. Subscriber herein shall at all times take necessary steps to prevent infringement of the Intellectual Property Rights of the Service Provider by any third party. Upon becoming aware of any such actual or attempted infringement, Subscriber so becoming aware shall promptly inform the Service Provider of such infringement and both Parties shall agree on measures necessary to prevent such infringement. In the event that any third party infringes or is likely to infringe any Intellectual Property Rights, appearing in or on the Product and Services.



11. **INDEMNIFICATION:**

End User shall defend, indemnify and hold harmless TDW from any and all claims, losses, liabilities, damages, expenses and costs (excluding attorneys' fees and court costs) howsoever arising out of or resulting from or relating directly to breach of any applicable laws; gross negligent act and willful misconduct.

12. **LIMITATION OF LIABILITY:**

To the fullest extent permitted by applicable law, TDW shall not be liable to the End User or any third party for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, data, or use, arising out of or in connection with the use or inability to use the Software, whether based on contract, tort, strict liability, or any other legal theory, even if TDW has been advised of the possibility of such damages.

13. **ACKNOWLEDGEMENT AND DISCLAIMERS**

13.1. End User acknowledges and agrees that software in general is not error-free and agrees that the existence of any errors in the Software shall not constitute a breach of this EULA by TDW.

13.2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, END USER ACCEPTS THE SOFTWARE "AS IS" AND ACKNOWLEDGES THAT TDW MAKES NO OTHER WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TDW FURTHER DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL MEET END USERS NEEDS OR EXPECTATION, BE ERROR FREE, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, OR THE SOFTWARE ERRORS BE CORRECTED.



14. **NON-CIRCUMVENT**

The End User agrees not to circumvent, bypass, or otherwise interfere with any security measures, technical protections, or usage restrictions implemented by TDW within the Software. This includes, but is not limited to, any mechanisms that control access to or use of the Software, prevent unauthorized copying or distribution, or protect TDW's intellectual property rights. The End User further agrees not to attempt to gain unauthorized access to any part of the Software or related systems, or to facilitate or assist any third party in such activities. Any attempt to circumvent or violate these protections shall be deemed a material breach of this EULA and may result in immediate termination of the End User's rights to use the Software, in addition to any other legal remedies available to TDW.

15. **GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION:**

- 15.1. This EULA shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law principles.
- 15.2. Any disputes, claims, or controversies arising out of or in connection with this EULA, including its formation, interpretation, performance, breach, or termination, shall first be resolved through good faith negotiations between the Parties.
- 15.3. If the dispute cannot be resolved within thirty (30) days of the commencement of such negotiations, the Parties agree that such dispute shall be finally settled by arbitration conducted in Bengaluru, Karnataka, India, under the Arbitration and Conciliation Act, 1996 (India), by a sole arbitrator mutually appointed by the Parties. The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on the Parties.
- 15.4. Notwithstanding the foregoing, TDW reserves the right, at its sole discretion, to seek injunctive relief, equitable remedies, or enforcement of intellectual property and



confidentiality rights in any court of competent jurisdiction, including but not limited to the courts located in New Castle County, Delaware, United States.

15.5. The Parties agree that the arbitration clause shall not preclude either Party from seeking interim or conservatory measures from any court having jurisdiction to grant such relief.

16. EXPORT CONTROL AND SANCTIONS COMPLIANCE

16.1. End User represents and warrants that it is not (i) located in, or a national or resident of, any country subject to U.S. trade embargoes or sanctions; (ii) identified on any U.S. government restricted party lists; or (iii) engaged in any activity that would require a license from the U.S. government.

16.2. End User agrees not to use, export, re-export, or transfer, directly or indirectly, the Software or Services in violation of any applicable laws or regulations, including U.S. export control laws.

17. DATA HANDLING AND PRIVACY

17.1. TDW may collect, access, use, store, and process certain technical and personal data in accordance with its Privacy Policy [available at this location](#).

17.2. End User expressly consents to such data collection and processing and agrees that TDW may use anonymized and aggregated data for analytical and improvement purposes.

17.3. End User shall ensure that it has all necessary rights and consents to provide any data or assets submitted for use in the Software or Services.



18. PAYMENT AND REFUND POLICY

- 18.1. All fees payable under this EULA, including those for Software access, Services, Subscription Services, or training programs, shall be paid in full in advance, unless otherwise agreed in writing.
- 18.2. All payments are non-refundable, including but not limited to, instances of End User's failure to attend scheduled training sessions, delays or interruptions caused by the End User, or End User's subsequent dissatisfaction with the Software or Services.
- 18.3. TDW shall not be obligated to issue any refunds or credits under any circumstances, except where required by applicable law. End User understands and agrees that purchases are final and non-cancellable.

19. MISCELLANEOUS:

- 19.1. This EULA may be amended by TDW at any time with or without any notice to the End User.
- 19.2. No waiver shall be deemed effective under this EULA unless in writing signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder, and no course of dealing among or between the Parties hereto, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 19.3. If any provision of this EULA is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this EULA shall remain in full force and effect, and such holding shall not affect this EULA or any provision hereof in any other jurisdiction. If any provision of this EULA is so held to be illegal, invalid, or unenforceable only in part or degree, that provision shall remain in full force and effect to the extent not held illegal, invalid, or unenforceable.



19.4. TDW may provide any notice to End User under this EULA by sending a message to the email address associated with the End User Account. The notices provided by TDW will be effective when the email is sent. To give notice under this EULA, End User must contact TDW by personal delivery, overnight courier or registered or certified mail to the mailing address listed below:

To: TDW TECHNOLOGIES INC.

Address: 2093, Philadelphia Pike, No. 2715, Claymont, DE 19703, USA

Email: finances@autovrse.in

19.5. TDW shall be liable for failure or delay in the performance of its obligations under the EULA to the extent that such failure or delay is caused by matters beyond that party's reasonable control including but not limited to destruction arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire, explosion, earthquake, pandemics, epidemics, government action and/or other seismic activity, acts of God, flood, drought or bad weather. Notice of these circumstances shall be given to the other Party immediately and the party suffering from Force Majeure shall take sufficient measures to eliminate impact and reduce losses caused by Force Majeure, if the party suffering from Force Majeure fails to take reasonable remedial measures it cannot be exempted from the corresponding liability and obligations. For so long as performance of those obligations is suspended, the other Party may similarly suspend performance of its obligations.

19.6. Parties reserve all remedies available at law or equity for any disputes that arise under the EULA and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this EULA.

19.7. End User hereby grants express consent and acknowledges that TDW will store End User's data and confidential information (either wholly or partially) in TDW's servers or cloud or otherwise in any other medium as may be transmitted/processed/ passed through the Software.



19.8. Notwithstanding anything contained in this EULA, Clause 11 & 12 (Indemnity and Limitation of Liability), Clause 2 (Confidentiality), Clauses 3 & 10 (Intellectual Property Rights), Clause 14 (Non Circumvent), Clause 9 (Term and Termination), Clause 15 (Governing Law, Dispute Resolution Jurisdiction), Clause 19.4 Notice and this survival clause shall survive for a period of 3 years from the date of termination.

19.9. End User hereby agrees and undertakes that End User is legally entitled and eligible to enter into this EULA and further agrees and undertakes to be bound by and abide by this EULA and the person accepting this EULA by and on behalf of the entity is authorized representative of the entity and is entitled and is legally authorized to bind the entity on whose behalf this End User is being accepted.