

PandoCore

Commercial Pilot License Agreement

Monitor-Mode Evaluation License

This Commercial Pilot License Agreement ("**Agreement**") is entered into as of the date of acceptance ("**Effective Date**") by and between:

PandoCore Inc. ("**PandoCore**"), and

The individual or entity accepting this Agreement through the PandoCore customer portal ("**Customer**").

PandoCore and Customer are each a "**Party**" and collectively the "**Parties**."

1. Definitions

"**Software**" means the PandoCore sidecar container image, Helm chart, and associated tooling made available through PandoCore's Artifact Registry.

"**Monitor Mode**" means the operating mode in which the Software observes and logs behavioral telemetry from Customer's workloads without terminating, modifying, or otherwise affecting the execution of those workloads.

"**Pilot Period**" means the ninety (90) calendar day period beginning on the Effective Date, unless extended by mutual written agreement.

"**Evidence**" means the structured JSON telemetry records generated by the Software and written to standard output within Customer's own infrastructure.

2. Grant of License

2.1 Subject to the terms of this Agreement, PandoCore grants Customer a non-exclusive, non-transferable, revocable license to install and use the Software during the Pilot Period.

2.2 The Software shall be deployed exclusively in **Monitor Mode** during the Pilot Period. The Software will observe workload behavior and generate Evidence but will not

terminate pods, modify application state, or take any enforcement action.

2.3 Customer may deploy the Software on an unlimited number of nodes and clusters within Customer's own infrastructure during the Pilot Period.

3. Pilot Scope and Purpose

3.1 The purpose of this pilot is to allow Customer to evaluate the Software's behavioral monitoring capabilities in Customer's environment.

3.2 During the Pilot Period, the Software will:

- Read process telemetry from the `/proc` filesystem (read-only)
- Generate behavioral baseline models from observed patterns
- Detect and log deviations from established baselines
- Emit Evidence records to standard output for Customer's log aggregation
- Expose Prometheus-compatible metrics on a local port

3.3 During the Pilot Period, the Software will **not**:

- Terminate, restart, or modify any of Customer's pods or workloads
- Transmit any data outside of Customer's infrastructure
- Modify any application files, memory, or execution state
- Require or use any cluster-wide permissions

4. Customer Obligations

4.1 Customer shall not reverse-engineer, decompile, or disassemble the Software.

4.2 Customer shall not distribute, sublicense, or make the Software available to third parties.

4.3 Customer shall keep license keys confidential and not share them outside of Customer's organization.

4.4 Customer is responsible for the security and configuration of Customer's own infrastructure.

5. Intellectual Property

5.1 PandoCore retains all right, title, and interest in and to the Software, including all intellectual property rights therein.

5.2 Customer retains all right, title, and interest in Customer's data, workloads, and any Evidence generated within Customer's infrastructure.

5.3 This Agreement does not grant Customer any rights to PandoCore's patents, trademarks, or trade secrets, except the limited license in Section 2.

6. No Fees

There are no license fees, usage fees, or other charges associated with the Pilot Period. Any commercial terms for continued use after the Pilot Period will be negotiated separately.

7. Term and Termination

7.1 This Agreement is effective for the Pilot Period (90 days from the Effective Date).

7.2 Either Party may terminate this Agreement at any time by providing written notice (email is sufficient) to the other Party.

7.3 Upon termination or expiration, Customer shall remove the Software from all environments. Removal can be accomplished by running `helm uninstall` or removing the sidecar container from affected deployments.

7.4 Sections 5, 8, 9, and 10 survive termination of this Agreement.

8. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PANDOCORE DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT IT WILL DETECT ALL SECURITY THREATS.

9. Limitation of Liability

9.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY.

9.2 PANDOCORE'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED US DOLLARS (\$100).

9.3 The limitations in this Section 9 apply to the maximum extent permitted by applicable law and regardless of whether PandoCore has been advised of the possibility of such damages.

10. General Provisions

10.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of law principles.

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

10.3 Amendments. This Agreement may only be amended by a written instrument signed by both Parties.

10.4 Assignment. Customer may not assign this Agreement without PandoCore's prior written consent.

10.5 Notices. Notices under this Agreement shall be sent to the email addresses associated with each Party's account.

PandoCore Inc.

Customer

Authorized Signature

Authorized Signature

Name / Title

Name / Title

Date

Date

PandoCore Inc. — pandocore.xyz — support@pandocore.xyz