

Terms and Conditions

Effective Date: February 28th, 2026

THESE TERMS OF SERVICE ("TERMS OF SERVICE") ARE THE TERMS AND CONDITIONS ON WHICH YOU, AN END CUSTOMER, AND INDIVIDUAL END USERS, MAKE USE OF THE NANDIPURA APP ("NANDIPURA") SOFTWARE-AS-A-SERVICE OFFERINGS (EACH A "SERVICE"). FOR CLARITY, THESE TERMS OF SERVICE DO NOT GOVERN THE SALE OR USE OF PROFESSIONAL SERVICES.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE YOU ACCESS THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE AND YOU REPRESENT AND WARRANT YOUR FULL AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE ON BEHALF OF THE END CUSTOMER. IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MUST NOT USE THE SERVICE.

IF YOU ARE A CHANNEL PARTNER OR OTHER THIRD-PARTY SERVICE PROVIDER ACTING AS AN ACCOUNT ADMINISTRATOR OR OTHERWISE SETTING UP THE END CUSTOMER ACCOUNT OR PROVISIONING THE SERVICE DIRECTLY TO END CUSTOMER, YOU AGREE TO BIND END CUSTOMER TO TERMS SUBSTANTIALLY SIMILAR TO THOSE SET FORTH HEREIN.

DEFINED TERMS

"Affiliate" or "Affiliates" means entities which are controlled by a party, which controls a party or which is under common control with a party, where "control" means the direct or indirect ownership of at least fifty percent (50%) of the shares or interests entitled to vote for the directors thereof or the equivalent, so long as such control exists.

"API" or "APIs" means application programming interfaces provided by NANDIPURA as part of the Service.

"Channel Partner" means an entity that NANDIPURA has authorized as a "reseller" of the Service.

"Customer Application" means an application developed or used by End Customer that utilizes APIs and/or the Service. "Customer Application" does not include the Service and is separately provided by either End Customer or a third-party integrator that sells compatible software-as-a-service and/or on-premise offerings.

"Customer Materials" means End Customer's information, Customer Application, End Customer Data, Personal Data, including Personal Data from end users, software, document and any other materials used or submitted by End Customer or its end users in connection with the Service.

"Documentation" means the guides and manuals for use with the Service, which are customarily supplied by NANDIPURA to its customers.

“Intellectual Property Rights” means worldwide common law and statutory rights associated with (a) patents and patent applications; (b) works of authorship, including mask work rights, copyrights, copyright applications, copyright registrations and “moral” rights; (c) the protection of trade and industrial secrets and confidential information; (d) all rights to registered and common law trademarks, trade names, trade dress, and service marks; (e) other proprietary rights relating to intangible intellectual property (including but not limited to designs, design rights, source codes, proprietary material, know-how, ideas, concepts, methods, techniques, rights in databases and all other intellectual property rights and rights of a similar character whether registered or capable of registration); (f) analogous rights to those set forth above; and (g) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

“You,” “Your” or “End Customer” means the company, person or organization (and their authorized end users) that has been granted access to the Service.

“NANDIPURA” means College Tennis App, a Software-As-A-Service offering of Vistara Ventures LLC.

“Service” means a software-as-a-service offering hosted by NANDIPURA in either a dedicated or multi-tenant platform.

ACCESS TO THE SERVICE, APIs, AND DOCUMENTATION

2.1 You are hereby granted access to use the Service solely for internal operations and in accordance with these Terms of Service. Provided, however, your access to the Service is limited to the subscription term and other details set forth in the order submitted to and accepted by NANDIPURA. For certain Services, orders may be placed directly by End Customer through the Service. If End Customer has purchased the Service through a Channel Partner, any End Customer order(s) submitted through the Service, including the relevant subscription term and other details, must be approved and validated by the Channel Partner prior to End Customer’s account activation.

2.2 NANDIPURA or NANDIPURA’s suppliers may, at any time, without notice or liability, limit the availability of the Service in order to perform maintenance activities or technical support.

2.3 If applicable, NANDIPURA grants you a limited, non-exclusive, non-transferable, non-sublicenseable license to access APIs only as necessary to use the Service. Notwithstanding, your right to use APIs is limited to activity permitted under these Terms of Service. Notwithstanding, API access and use by End Customer or third-party integrators for the purpose of developing Customer Applications may be subject to additional requirements, including but not limited to, separate approval by NANDIPURA. Notwithstanding, in the event the Service will be used by End Customer as part of a larger solution including third party products and/or services, End Customer shall have the limited right to sublicense its rights with respect to APIs to such third party, solely for the purpose of creating interconnectivity and/or

interoperability with the Service. End Customer is responsible for such third party's compliance with these Terms of Service.

2.4 You shall access and use the Service in accordance with the Documentation. NANDIPURA grants to End Customer a limited, non-exclusive, non-transferable, non-sublicenseable (except to authorized end users) right to use the Documentation delivered by NANDIPURA for use with the Service and to copy the Documentation solely for internal use, provided that all titles, trademarks, trade names, copyright, restricted rights and other proprietary notices are retained.

2.5 If applicable, End Customer is solely responsible for the development, implementation, operation, support, maintenance and security of any Customer Application.

2.6 Additional terms applicable to certain services are included herein as an Attachment.

ACCEPTABLE USE AND COMPLIANCE WITH LAW

3.1 You shall not and shall not permit any end users or third party to access, store, distribute or transmit any spam, viruses, worms, Trojan horses, corrupted files, or other items of a destructive or disruptive nature. You shall not, and shall not permit end users or any third party to access, store, distribute or transmit any data or any material during the course of use of the Service that is unlawful, illegal, harmful, threatening, defamatory, obscene, abusive or infringing of any rights or in any way not in compliance with applicable laws. NANDIPURA may immediately, without liability to you, suspend or otherwise disable the Service to the extent necessary to disable access to any data or material that breaches the provisions of this Section.

3.2 You shall not, and shall not permit end users or any third party to: (a) modify or create any derivative work of the Service, APIs, or Documentation, or any portion thereof; (b) decompile, reverse engineer or otherwise attempt to derive the underlying ideas, algorithms, structure or organization from the Service or APIs; (c) sell, license, sublicense, lease, rent, or otherwise transfer rights to the Service or APIs to any third party; (d) create Internet "links" to the Service or "frame" or "mirror" any part of the Service, including any content contained in the Service, on any other server or device; (e) engage in, promote, or encourage illegal activity; (f) disable, interfere with or circumvent any aspect of the Service or APIs; or (g) disclose or publish the results of any performance, functional, security evaluation or pen testing, or other evaluation or benchmarking of the Service to any third party without written consent from NANDIPURA.

3.3 Unless otherwise agreed, you shall not, and shall not permit any end user or third party to incorporate other services, software or products with Service.

3.4 You shall maintain the confidentiality and security of all credentials, including but not limited to, passwords, usernames and other identification. You shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Service and,

in the event of any such unauthorized access or use, you will promptly notify NANDIPURA in writing.

3.5 The Service, any accompanying software and/or hardware, and other technology NANDIPURA makes available ("NANDIPURA Offerings") may be subject to export laws and regulations of the United States and other jurisdictions. You agree to comply with all applicable export laws and regulations. You shall not permit end users to access or use any NANDIPURA Offerings or Customer Materials in an embargoed country that would prohibit such access or in violation of any export law or regulation. Proscribed countries are subject to change without notice, and you must comply with the list as it exists in fact. You certify that neither End Customer nor any end users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List or any such comparable lists by the government of the United Kingdom.

3.6 Each party shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the sale, use and/or operations of NANDIPURA Offerings. Without limiting the generality of the foregoing, you shall comply with all laws and regulations on data privacy, international communications, and the exportation of technical or Personal Data.

3.7 End Customer agrees to defend, indemnify and hold harmless NANDIPURA from and against all liabilities, fines, penalties, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) breach of Section 3; or (b) alterations or modifications to the Service, or any software made available pursuant to Section 5, not made by NANDIPURA; or (ii) combination or use of the Service, or any software made available pursuant to Section 5, with products, services, or materials not provided by NANDIPURA.

CUSTOMER MATERIALS

4.1 You grant NANDIPURA the right to host, use, process, display and transmit Customer Materials to provide the Services pursuant to and in accordance with these Terms of Service.

4.2 End Customer hereby warrants that it (a) owns or has otherwise obtained all rights and permissions related to any Customer Materials; and (b) Customer Materials do not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person or entity. Additionally, if required, End Customer warrants that it will provide all appropriate notices to data subjects and has obtained all appropriate consents to transfer Personal Data to NANDIPURA and allow its processing as necessary to provide the Service in accordance with the Data Processing Terms. End Customer agrees to defend, indemnify and hold harmless NANDIPURA from and against all liabilities, fines, penalties, costs and expenses, including reasonable attorney's fees, related to or arising from breach of this Section.

4.3 End Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Materials. Customer acknowledges and agrees that NANDIPURA does not exercise any control over any of Customer Materials that End Customer or its end users use in connection with the Service. Furthermore, except as otherwise agreed, you acknowledge and agree that NANDIPURA will have no liability or responsibility for any Customer Materials, including, but not limited to, liability for any data loss.

4.4 The following terms apply to Enterprise Indoor Location and Condition Monitoring solutions that includes both hardware (BLE Beacons and Gateways) and Bluzone™ Enterprise Software provided as a software-as-a-service solution: End Customer acknowledges that NANDIPURA is not required to retain any usage, location or sensor data beyond thirty (30) days after collection.

CHANGES TO THE SERVICE

NANDIPURA reserves the right to update, upgrade, modify, change, improve, and/or redesign any product or service at any time ("Product Changes"). NANDIPURA will not make any Product Changes that materially impact the functionality of the Service during the then-current subscription term. NANDIPURA further reserves the right to discontinue any product or service upon six (6) months advance notice to End Customer. Any and all subsequent updates, upgrades, revisions and changes to the Service or any software component thereof shall be governed by these Terms of Service, as may be amended by NANDIPURA from time to time. You will promptly install all updates to any software made available pursuant to Section 5, as NANDIPURA makes them available, and if you provide access to the Service on behalf of other end users, you shall require them to install all such updates also.

SERVICE LEVEL AGREEMENT

Service Level Agreements, if any, are separately communicated to you by NANDIPURA or Channel Partner, as applicable. For clarity, any credits owed pursuant to any Service Level Agreements will only be provided to the party that pays NANDIPURA for the Service. Any applicable Service Level Agreements shall not apply to Trial Services, as defined herein.

SUPPORT

Support included with the Service or purchased separately will be provided in accordance with the applicable terms located at: <https://www.collegetennisapp.com> as may be amended from time to time.

AUTORENEWAL

Upon expiration of the initial subscription term, your access to the Service will automatically renew for the same term as initially ordered unless you, Channel Partner, or NANDIPURA, as applicable, gives notice of non-renewal at least thirty (30) days in advance of the renewal date. You agree to pay the fee applicable to any such

renewal. These terms will continue to govern purchase of the Service for any subsequent subscription term.

PROPRIETARY RIGHTS AND RESTRICTED RIGHTS

You acknowledge and agree that NANDIPURA and/or its licensors own all Intellectual Property Rights in the Service. Except as expressly stated herein, you are not granted any Intellectual Property Rights or any other rights or licenses with respect to the Service, APIs and Documentation.

Services are provided with "Restricted Rights." Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable (and the successor clauses to any of the foregoing). The contractor/manufacturer is Vistara Ventures LLC. Subject to any applicable regulations set out in the FAR or DFARS (and any superseding regulations), Services are provided with the commercial license rights and restrictions described elsewhere in these Terms of Service. For Department of Defense agencies, the restrictions set forth in the "Technical Data – Commercial items" clause at DFARS 252.227-7015 (Nov 1995) shall also apply.

NO LIABILITY

10.1 EXCEPT AS OTHERWISE AGREED, THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" BASIS. NANDIPURA GIVES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NANDIPURA MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR PRODUCTS PURCHASED OR ACCESSIBLE BY END CUSTOMER. NANDIPURA MAKES NO WARRANTY THAT THE SERVICES AND PRODUCTS WILL MEET END CUSTOMER REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. NANDIPURA MAKES NO WARRANTY REGARDING THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. NANDIPURA MAKES NO REPRESENTATION THAT ANY DEFECTS, ITS SERVICES OR PRODUCTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A CHANNEL PARTNER, NANDIPURA, OR AN NANDIPURA AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

10.2 EXCEPT AS OTHERWISE AGREED, NANDIPURA WILL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, FAILURES OR NON-AVAILABILITY AFFECTING THE SERVICE OR THE PERFORMANCE OF ANY PRODUCTS OR SERVICES WHICH ARE CAUSED BY YOU OR ANY THIRD PARTIES, OR ANY ERRORS OR BUGS IN SOFTWARE, HARDWARE, OR THE INTERNET.

10.3 Except as otherwise agreed, NANDIPURA shall not be liable to you whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any loss or damage (whether direct,

indirect, consequential, etc. including without limitation, loss profits, data loss, business interruption, or any other economic or reputational loss) arising in connection with your use or failure to use the Service. Notwithstanding, nothing in these Terms of Service excludes NANDIPURA's liability for: (a) death or personal injury caused by NANDIPURA's negligence; or (b) fraud or fraudulent misrepresentation.

10.4 If End Customer purchases the Services from a Channel Partner, End Customer acknowledges that NANDIPURA is not a party to and is not bound by any of the terms and conditions or representations or warranties set forth in any agreement between End Customer and such Channel Partner.

FEEDBACK

You may from time to time provide suggestions, comments or other feedback to NANDIPURA with respect to any product, material, software or information provided by NANDIPURA (hereinafter "Feedback"). You agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for NANDIPURA. However, NANDIPURA shall not disclose the source of any feedback without the providing party's consent. NANDIPURA shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind.

SUSPENSION OR TERMINATION OF ACCESS

12.1 Should your account be terminated or if you cease use of the Service, you must immediately contact NANDIPURA or Channel Partner to disable your access. Any amounts prepaid for the Service are non-refundable.

12.2 NANDIPURA may terminate your access to the Service with immediate effect and disable your access if: (a) you or any of your end users breach these Terms of Service; or (b) you or any of your end users infringe NANDIPURA's or any of its licensor's Intellectual Property Rights or make any unauthorized use of the Service.

12.3 NANDIPURA may temporarily suspend your access to the Service (to be restored as soon as commercially practicable) if NANDIPURA reasonably believes it necessary to maintain the security, quality or integrity of the Service or to prevent misuse.

12.4 NANDIPURA may suspend or terminate access to all or any part of the Service if: (a) NANDIPURA determines in its reasonable discretion the Service does or may infringe on a third party's Intellectual Property Rights; or (b) any third party suppliers, service providers or licensors that assist NANDIPURA in providing the Service cease providing services to NANDIPURA for any reason or for no reason.

12.5 If you purchase the Service through a Channel Partner, NANDIPURA may suspend or terminate your access to the Service upon request by Channel Partner or due to non-payment or insolvency by Channel Partner.

12.6 Upon written request by End Customer, made within 30 days after the effective date of termination of the Service, NANDIPURA will make Customer Materials available to End Customer for export or download as provided in the Documentation. After such 30-day period, NANDIPURA will have no obligation to maintain or provide any Customer Materials. Thereafter, unless legally prohibited, NANDIPURA will delete or destroy all copies of Customer Materials in NANDIPURA systems or otherwise in NANDIPURA's possession or control, as provided in the Documentation and/or the Data Processing Terms, as applicable. For clarity, this Section does not apply to Trial Services.

FORCE MAJEURE

Neither party shall be liable for failure to fulfill its obligations under these Terms of Service or for delays in delivery due to causes beyond its reasonable control, including but not limited to act of God, acts or omissions of the other party, man-made or natural disasters, material shortages, strikes, service outages failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections and power failures. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

TRIAL

14.1 If you are accessing the Service on trial basis, NANDIPURA or Channel Partner will make the Service available at no charge ("Trial Services") for a period of up to 30 days ("Trial Services Period"), unless otherwise set forth in a Service-specific Attachment hereto or agreed in writing by NANDIPURA. Trial Services are intended for evaluation purposes only and not for production. These Terms of Service shall apply to your use of Trial Services.

14.2 During or upon expiry of the Trial Services Period, End Customer may purchase a subscription to the Service through NANDIPURA or Channel Partner. Upon purchase of a subscription, these Terms of Service will continue to apply to your use of the Service.

14.3 If you do not purchase a subscription to the Service at the end of the Trial Services Period: (a) all rights to access or use the Service will end; and (b) NANDIPURA will delete all Customer Materials within 30 days of expiry of the Trial Services Period. For clarity, NANDIPURA has no obligation to retain Customer Materials following termination of the Trial Services Period.

14.4 NANDIPURA may discontinue Trial Services at any time in NANDIPURA's sole discretion. NANDIPURA will have no liability for any harm or damage arising out of or in connection with a Trial Service. For Trial Services, service level commitments do not apply, and support is provided on an as-available basis and is not guaranteed. During any Trial Services Period, NANDIPURA will make commercially reasonable attempts to contact users in the event of service disruptions or planned maintenance. In NANDIPURA's sole discretion, the Test Services may be subject to limitations, including, but not limited to, (i) number of services; (ii) number of users

and groups; (iii) disk and service storage space limitations; and/or (iv) rate limits or throttling on calls to NANDIPURA APIs.

WAIVER

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

SEVERABILITY

If any provision of these Terms of Service is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

AMENDMENTS

NANDIPURA may amend these Terms of Service at any time. NANDIPURA will post a copy of the amended Terms of Service on the web page, platform or portal where the Service is accessed. Your continued use of the Service after amendment will be considered as your acceptance of the amended Terms of Service.

ASSIGNMENT

You may not assign or purport to assign these Terms of Service or any of its obligations thereunder without NANDIPURA's prior written consent.

THIRD PARTY RIGHTS

These Terms of Service do not confer any rights on any third party.

ENHANCEMENT DATA

NANDIPURA may collect and use usage history and statistics based on your or your end users' use of Service (collectively, "Enhancement Data") for NANDIPURA's internal analytical purposes related to its provision of the Service, including to improve and enhance the Service. NANDIPURA may make information derived from its analysis of Enhancement Data publicly available, provided that the publicized information does not include any Enhancement Data that has not been aggregated and anonymized. For the purposes of these Terms of Service, aggregated and anonymized Enhancement Data means Enhancement Data that (a) has been aggregated with other data, and (b) does not contain information that identifies you, End Customer, or any end users. For the sake of clarity, aggregated and anonymized data is not considered confidential information.

PUBLICITY

NANDIPURA may publicly disclose that you are a user of the Service. Additionally, you agree to participate in press announcements, case studies, trade shows, or other

marketing reasonably requested by NANDIPURA. During your use of the Service and for a period thereafter, you grant NANDIPURA the right, free of charge, to use your name and/or logo, worldwide, to identify you as a customer on NANDIPURA's website and/or in other marketing or advertising materials. Any logo use shall be subject to NANDIPURA's compliance with any written guidelines that you may deliver to NANDIPURA regarding the use of your name and logo.

CONSENT FOR CONTRACT AND ACCESS TO SERVICE INSTANCE

NANDIPURA may contact you directly to communicate on matters related to the Service. NANDIPURA may access any Service instance as necessary to support the Service. Provided, however, unless otherwise set forth in a Service-specific Attachment hereto, NANDIPURA's support personnel will not access any Personal Data contained within the Service without End Customer's approval.

ENTIRE AGREEMENT

Unless agreed otherwise in signed writing by NANDIPURA, these Terms of Service contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Service shall be construed and interpreted in accordance with the laws of the State of Texas. Any action, suit or proceeding relating to these Terms of Service may be brought in the appropriate court located in Fulton County, Georgia and you hereby consent to such jurisdiction. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceedings arising out of or related to these Terms of Service or the transactions contemplated hereby. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service or any order issued hereunder.