TERMS OF SERVICE AND END USER LICENSE AGREEMENT (EULA)

Effective Date: November 2, 2026
Last Updated: November 2, 2026
Product: KLANG Desktop Application & Online Services
Licensor: VIGAM Labs (Bengaluru, Karnataka, India)
Authorized Merchant of Record: Dodo Payments Inc.
Official Website: https://klang-website-expq.vercel.app/

1. PREAMBLE AND ACCEPTANCE OF TERMS

PLEASE READ THIS TERMS OF SERVICE AND END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE DOWNLOADING, INSTALLING, PURCHASING A LICENSE FOR, OR USING THE KLANG SOFTWARE APPLICATION ("SOFTWARE") OR ACCESSING ASSOCIATED WEBSITES OPERATED BY VIGAM LABS.

This Agreement constitutes a legally binding contract entered into by and between you, whether personally or on behalf of an entity ("Licensee", "User", or "you"), and **VIGAM Labs**, an Indian business entity having its principal office in Bengaluru, Karnataka, India ("VIGAM Labs", "Company", "we", "us", or "our"), governing your access to and use of KLANG and all associated documentation, executables, updates, and website properties.

By checking any acceptance box, downloading, installing, copying, activating, or otherwise utilizing the Software, you acknowledge that you have read, understood, and unconditionally agree to be bound by the terms and conditions set forth herein. If you do not agree to all terms of this Agreement, you are expressly prohibited from downloading, installing, or using the Software.

2. COMMERCIAL STRUCTURE AND MERCHANT OF RECORD

2.1 Authorized Reseller and Merchant of Record

You acknowledge and agree that all commercial order processing, payment collection, invoicing, currency conversion, and sales tax/VAT remittance for paid digital licenses of the Software (including **KLANG Pro**) are conducted directly by our authorized reseller and Merchant of Record, **Dodo Payments Inc.** ("Dodo Payments"), a Delaware corporation located at 228 Park Ave S, PMB 54407, New York, NY 10003, United States.

2.2 Dual Contractual Relationships

When placing an order for the Software:

1. **Financial Transaction:** Your payment and transaction contract is entered into directly with Dodo Payments under Dodo Payments' Buyer Terms and Privacy Policy. Dodo Payments is solely responsible for billing, transaction authorization, payment security, and invoice issuance.
2. **Software License & IP:** Your license to install, execute, and utilize the Software is granted directly by VIGAM Labs under the terms and limitations of this Agreement.

3. LICENSE GRANTS, TIERS, AND DEVICE RESTRICTIONS

3.1 License Tiers

Subject to the terms and conditions of this Agreement, VIGAM Labs grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to install and execute the Software under one of the following applicable tiers:

- **KLANG Free Tier (Evaluation License):** Provides a limited, royalty-free evaluation license to install and use the basic features of the Software to index, catalog, and query up to a maximum threshold of two thousand five hundred (2,500) local audio files. This tier is provided for evaluation, personal, and educational purposes.

- **KLANG Pro Tier (Perpetual Commercial License):** Upon payment in full of the one-time license fee through our Merchant of Record, VIGAM Labs grants you a perpetual, commercial, royalty-free license to index unlimited local audio files, search and organize synthesizer sound patches (including Vital presets), and utilize the Software for commercial and non-commercial music and sound design production.

3.2 Single-Device (1 Machine) Activation Limit

A single KLANG Pro license key authorizes activation and execution on exactly one (1) unique physical computer or operating system environment at any given time.

- You may not activate, run, or share a single license key across multiple computers simultaneously.
- If you upgrade, replace, or transfer your hardware, you must deactivate or remove the license from your previous device prior to activating the license on the replacement machine.
- Any unauthorized multi-workstation deployment, concurrent network execution, or automated sharing of license keys constitutes a material breach of this Agreement and will result in the immediate revocation of the associated license key without refund.

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4. INTELLECTUAL PROPERTY AND ABSOLUTE CONTENT OWNERSHIP

4.1 Ownership of the Software

The Software, including its source code, compiled machine binaries, object code, algorithmic structures, digital signal processing (DSP) logic, user interfaces, branding, icons, and visual assets, is the sole and exclusive intellectual property of VIGAM Labs. The Software is licensed, not sold. All rights not expressly granted to you under this Agreement are reserved by VIGAM Labs.

4.2 Absolute User Content Ownership Guarantee

YOU RETAIN SOLE, ABSOLUTE, AND EXCLUSIVE INTELLECTUAL PROPERTY OWNERSHIP OF ALL AUDIO SAMPLES, RECORDINGS, SOUND EFFECTS, STEMS, SYNTHESIZER PRESETS, MUSICAL COMPOSITIONS, AND METADATA INDEXED, PROCESSED, AUDITIONED, OR EXPORTED THROUGH THE SOFTWARE.

- VIGAM Labs asserts zero ownership, copyright, royalty, licensing rights, or claims over your creative musical works or sample libraries.
- The Software operates strictly as a local productivity tool for your existing audio files.

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5. USER COVENANTS AND RESTRICTIONS

You expressly agree that you will not, directly or indirectly:

1. Decompile, disassemble, reverse engineer, decrypt, extract, or attempt to derive the source code, underlying neural network models, or proprietary algorithms of the Software, except to the extent mandatory applicable law prohibits such restriction;
2. Modify, adapt, translate, alter, or create derivative works of the Software or any portion thereof;
3. Rent, lease, loan, sell, sublicense, distribute, assign, host, outsource, or commercially exploit the Software or your license key to any third party;
4. Circumvent, disable, bypass, or tamper with any digital rights management (DRM), licensing checks, or cryptographic machine validation mechanisms within the Software;
5. Distribute, leak, publish, or share license keys, validation tokens, or activation files on public forums, repositories, keygen networks, or warez portals;
6. Use the Software for any unlawful, infringing, fraudulent, or tortious purpose under applicable local, national, or international law.

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6. LOCAL-FIRST OPERATION AND ZERO-TELEMETRY DISCLOSURE

The Software is engineered under a strict offline-first operational model:

- **Zero Audio Uploads:** Your sample libraries, directory paths, file names, audio waveforms, neural embeddings, and index databases are processed and stored exclusively on your local storage device. No audio content is ever uploaded, streamed, or synchronized to external cloud servers.
- **Zero Software Telemetry:** The desktop Software does not incorporate background analytics SDKs, session recording trackers, user behavioral monitoring, or automated error/crash reporting modules.
- **Offline Execution:** Following initial license key verification, the Software operates fully disconnected from the internet.

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7. FEES, TAXES, AND NO-REFUND POLICY

7.1 One-Time Purchase Model

KLANG Pro is sold strictly as a one-time perpetual digital software license. There are no recurring subscription fees, automatic renewal charges, or hidden maintenance costs.

7.2 Indirect Taxes and Duties

All purchase fees are exclusive of applicable indirect taxes (such as Value Added Tax (VAT), Goods and Services Tax (GST), or state and local sales taxes). Dodo Payments Inc., as Merchant of Record, automatically calculates, collects, and remits all applicable taxes based on your billing jurisdiction at checkout.

7.3 Strict No-Refund Policy

ALL SALES OF KLANG PRO DIGITAL SOFTWARE LICENSES ARE FINAL AND STRICTLY NON-REFUNDABLE. Because VIGAM Labs provides an unrestricted **KLANG Free** evaluation version that allows prospective users to test the application's performance, audio indexing speed, search relevance, hardware compatibility, and DAW integration on their specific machines prior to purchase, no refunds, returns, or charge reversals will be granted once a digital license key has been generated and dispatched.

7.4 Non-Waivable Statutory Consumer Rights

If you are a consumer residing in a jurisdiction whose statutory consumer protection laws mandate a statutory right of withdrawal or defect remedy that cannot be disclaimed or waived by contract (such as certain consumer protection mandates in the European Union or United Kingdom), such statutory provisions shall apply strictly to the minimum extent required by applicable law. For digital content delivered immediately with prior express consent and acknowledgment of loss of the right of withdrawal, your right of cancellation is waived upon issuance of the digital license key.

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8. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SOFTWARE, ACCOMPANYING DOCUMENTATION, AND ASSOCIATED WEBSITES ARE PROVIDED SOLELY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

VIGAM LABS, ITS AFFILIATES, OFFICERS, DIRECTORS, CONTRACTORS, AND AUTHORIZED RESELLERS (INCLUDING DODO PAYMENTS INC.) EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

1. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;
2. ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED, SECURE, ACCURATE, OR ERROR-FREE;
3. ANY WARRANTY CONCERNING INTEROPERABILITY WITH FUTURE THIRD-PARTY DIGITAL AUDIO WORKSTATIONS (DAWS), OPERATING SYSTEM UPDATES, OR AUDIO DRIVERS;
4. ANY WARRANTY REGARDING THE ACCURACY OR PERFECT RETRIEVAL OF NEURAL SEARCH EMBEDDINGS, MUSICAL KEY DETECTIONS, OR TEMPO ESTIMATIONS.

YOU ASSUME ENTIRE RISK AS TO THE SELECTION, INSTALLATION, PERFORMANCE, QUALITY, AND USE OF THE SOFTWARE.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIGAM LABS, ITS DIRECTORS, EMPLOYEES, AFFILIATES, OR ITS MERCHANT OF RECORD (DODO PAYMENTS INC.) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION:

1. LOSS OF BUSINESS PROFITS, REVENUE, DATA, RECORDINGS, AUDIO PROJECTS, OR GOODWILL;
2. BUSINESS INTERRUPTION, HARDWARE FAILURE, SYSTEM CRASHES, OR COMPUTER MALFUNCTION;
3. EXPENSES INCURRED IN PROCURING SUBSTITUTE SOFTWARE OR SERVICES,

EVEN IF VIGAM LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (WHETHER CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF VIGAM LABS AND DODO PAYMENTS INC. ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE, OR YOUR USE THEREOF EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE KLANG PRO SOFTWARE LICENSE GIVING RISE TO THE CLAIM.

10. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless VIGAM Labs, its founders, contractors, licensors, and Dodo Payments Inc. from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or resulting from:

1. Your violation or breach of any provision of this Agreement;
2. Your use or misuse of the Software;
3. Any audio files, sound recordings, intellectual property, or copyright claims associated with audio samples indexed or utilized by you using the Software;
4. Your violation of any applicable law, rule, or regulation.

11. TERMINATION

This Agreement remains effective until terminated. Your rights under this Agreement will terminate automatically and immediately without notice from VIGAM Labs if you fail to comply with any term, covenant, or restriction of this Agreement. Upon termination:

1. All license rights granted herein shall immediately cease;
2. You must immediately delete, uninstall, and destroy all copies of the Software and associated license keys in your possession;
3. Sections 2, 4, 5, 7, 8, 9, 10, 12, and 13 shall survive any termination or expiration of this Agreement.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law

This Agreement and any dispute, controversy, proceedings, or claim of whatever nature arising out of or in any way relating to this Agreement or its formation shall be governed by, construed, and enforced in accordance with the substantive laws of the **Republic of India**, without regard to conflict of law principles or the United Nations Convention

on Contracts for the International Sale of Goods (CISG).

12.2 Informal Dispute Resolution

Prior to initiating any formal legal or arbitral proceedings, the parties agree to engage in good-faith negotiations to resolve any dispute informally for a period of not less than thirty (30) calendar days following written notice sent to `klang.help@outlook.com`.

12.3 Binding Arbitration

In the event that informal resolution fails, any dispute, controversy, or claim arising out of or relating to this Agreement, including its validity, invalidity, breach, or termination, shall be referred to and finally resolved by binding arbitration in accordance with the **Arbitration and Conciliation Act, 1996 of India** (as amended).

- The seat and legal place of arbitration shall be **Bengaluru, Karnataka, India**.
- The arbitral tribunal shall consist of a sole arbitrator appointed mutually by the parties, or failing agreement, in accordance with the Arbitration and Conciliation Act, 1996.
- The language of the arbitral proceedings shall be English.
- The arbitral award shall be final, binding, and enforceable in any court of competent jurisdiction.

12.4 Judicial Jurisdiction

Subject to the arbitration agreement above, the competent courts located in **Bengaluru, Karnataka, India** shall have exclusive jurisdiction over any legal proceedings arising out of or in connection with this Agreement.

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13. GENERAL PROVISIONS

1. **Entire Agreement:** This Agreement constitutes the complete and exclusive understanding between you and VIGAM Labs concerning the Software, superseding all prior oral or written agreements, proposals, marketing claims, or representations.
2. **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
3. **No Waiver:** No failure or delay by VIGAM Labs in exercising any right or remedy under this Agreement shall constitute a waiver of that or any other right.
4. **Assignment:** You may not assign, sublicense, or transfer your rights or obligations under this Agreement without the prior written consent of VIGAM Labs. VIGAM Labs may freely assign this Agreement.

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14. CONTACT INFORMATION

For any legal inquiries, compliance questions, or support regarding these Terms:

VIGAM Labs
Principal Location: Bengaluru, Karnataka, India
General & Support Inquiries: klang.help@outlook.com
Website: https://klang-website-expq.vercel.app/

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Merchant Support: support@dodopayments.com