



Anantis Terms and Conditions

End User License Agreement (EULA)

Last updated: March 28, 2026

1. Introduction

By accessing, installing, or using the **TrapEye Deception Platform**, you agree to be bound by this Agreement between **Anantis** ("Anantis", "We", "Our") and you ("Customer", "You").

We believe in being clear and concise about where our responsibility ends and yours begins. We have written these terms in plain language to ensure we are on the same page. If anything is unclear, please contact us.

2. Interpretation and Definitions

2.1 Definitions

- **Agreement:** These Terms, together with any applicable Order Forms or Statements of Work (SOW).
 - **Authorized User:** People in your organization permitted to access the Platform.
 - **Competitor:** Any entity developing products similar to TrapEye (Deception technology or Threat Intel).
 - **Traps:** Virtual or physical simulation assets (servers, IoT, etc.) deployed to deceive attackers.
 - **Lures:** Fictive data or credentials placed on real assets to redirect attackers toward Traps.
 - **Platform / Service:** The TrapEye Deception Platform, including the Console, Traps, and APIs.
 - **Threat Data:** Technical data related to malicious activity detected (IPs, TTPs, malware), excluding your business data.
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3. Access & License Rights

3.1 License Grant

Subject to payment, Anantis grants you a non-exclusive, non-transferable license during your subscription to access the TrapEye Console and deploy Traps for your internal security.

3.2 Evaluation License (POC)

During a trial or Proof of Concept, the Service is provided "as is" without any warranty. Traps deployed during a trial should not be used to protect critical production data unless specified.

3.3 Restrictions

To protect our technology, you agree not to:

- Allow any Anantis Competitor, or any individual acting on behalf of or affiliated with a Competitor, to access, evaluate, view, test, or otherwise use the Platform, whether directly or indirectly, without Anantis's prior written consent.
- Reverse engineer, decompile, or attempt to derive the source code of our Traps.
- Conduct benchmark tests or publish performance data without our written consent.
- Remove any proprietary notices or labels from the Service.

Any violation of this section shall constitute a material breach of this Agreement and may result in immediate termination of the Service. Anantis reserves the right to pursue any legal remedies available under applicable law, including injunctive relief and claims for financial damages.

4. Proprietary Rights

4.1 Ownership

Anantis and its licensors retain all rights, title, and interest in the TrapEye Platform. You obtain a license to use it, not ownership of the software itself.

4.2 Threat Intelligence & Feedback

- **Threat Data:** To improve global security, you grant Anantis a license to analyze non-identifiable technical data from attacks detected on your network.
 - **Feedback & Suggestions:** Any feedback, ideas, or suggestions you provide may be used by Anantis without restriction. You grant Anantis a worldwide, perpetual, royalty-free, sublicensable license to use, modify, and build upon such feedback.
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5. Operations & Reliability

5.1 Maintenance & Downtime

We strive for constant availability, but brief downtime for maintenance is sometimes necessary. During these windows, Traps continue to log events locally and sync once the Console is back online.

5.2 Disaster Recovery

We maintain a disaster recovery plan. Our target recovery time (RTO) is 24 hours, and our target recovery point (RPO) is 24 hours. Infrastructure is fully version-controlled (GitOps) and can be restored from backup in either the Geneva or Zurich data center.

5.3 Incident Notification

In the event of a security incident with confirmed or potential impact on your data or services, Anantis will notify you as follows:

- **Initial notification:** within 4 hours of incident classification
- **Intermediate update:** within 72 hours of initial notification
- **Final report:** within 30 days of resolution, including root cause and remediation actions

For regulated financial entity customers subject to DORA (Regulation EU 2022/2554), Anantis provides all technical information necessary to fulfil your incident reporting obligations to your competent authority.

5.4 Security of Instructions

Anantis is authorized to act on any instruction received from an Authorized User's account. We are not liable for damages if an account is compromised, unless you notified us of the breach before we acted.

6. Customer Responsibilities & Risks

6.1 Deception Risks

Deception technology involves attracting attackers. By design, TrapEye appliances use isolated interfaces to prevent lateral movement. However, you remain responsible for your overall network security policy and ensuring the proper deployment of Traps within your authorized infrastructure.

6.2 High-Risk Activities

The Platform is **not designed for use in high-risk environments**, including but not limited to: nuclear facilities, aircraft systems, life-support equipment, or any scenario where failure could lead to death, injury, or severe property damage. Use in such environments is strictly at your own risk.

7. Fees and Payment

7.1 Payment Terms

Invoices are due within 30 days. Overdue amounts are subject to a late charge of 1.5% per month. All fees are non-refundable.

7.2 Right to Audit

Anantis may, with reasonable notice, audit your use of the Platform (e.g., number of deployed traps). If use exceeds your plan, you agree to pay the difference and cover the audit costs.

8. Data Protection & Privacy (GDPR)

8.1 Sovereignty & Residency

All Customer data is exclusively hosted on **Exoscale in Geneva and Zurich, Switzerland**. Switzerland benefits from a GDPR adequacy decision by the European Commission, ensuring an equivalent level of data protection. Data never leaves this jurisdiction, except as required for support or legal obligations. Anantis operates as a Data Processor, and our processing is strictly limited to the performance of the Service.

A Data Processing Agreement (DPA) is available upon request and forms part of this Agreement.

8.2 Data Minimization & Retention

We only collect the technical data strictly necessary for threat detection. You retain full ownership of your data, including the right to export or request its permanent deletion at any time.

Personal data (platform user email addresses) is retained for the duration of the contract and deleted within 30 days of termination. The default retention period is 1 year after contract end, unless otherwise agreed in writing. Detection data (Trap events, attacker IPs, alert context) is retained for the duration of the contract and deleted upon termination.

9. Confidentiality

9.1 Definition

Confidential Information includes all non-public information disclosed by one party to the other, including trade secrets, product roadmaps, security incident details, and network architecture.

9.2 Obligations

Each party agrees to protect the other's Confidential Information with the same degree of care as its own. This obligation remains in effect during the Agreement and for five (5) years after its termination.

10. Acceptable & Lawful Use

10.1 Authorized Perimeter

You may only deploy TrapEye (Traps and Lures) on systems and networks that you own or are legally authorized to monitor.

10.2 Prohibited Use

You shall not use the Service to conduct offensive operations against third parties, engage in illegal surveillance, or interfere with the stability of third-party infrastructure. You agree to indemnify Anantis against any legal action resulting from use outside of your authorized perimeter.

11. Support & Service Levels

11.1 Support Channels

Technical support is provided via email at support@anantis.io.

11.2 Availability

Support is provided on a "best effort" basis during standard business hours (Monday to Friday, 9:00 AM to 6:00 PM CET).

12. Warranties, Liability & Insurance

12.1 Limited Warranty

We warrant that the Platform will perform as described in the Documentation. If it doesn't, we will work to fix it or offer a pro-rata refund.

12.2 Third-Party Software & Open Source

The Platform may include third-party software or open-source components. Such components are subject to their respective licenses. Anantis provides the Platform "as is" with respect to these components and makes no additional warranty beyond what the third-party licenses provide.

12.3 Disclaimer

Except for the express warranties above, the service is provided "as is". Anantis does not warrant that TrapEye will detect all threats, prevent all intrusions or be error-free. It is a detection tool, not a guarantee of absolute security.

12.4 Limitation of Liability

To the maximum extent permitted by law, Anantis's total liability for any claim will not exceed the total fees you paid us in the 12 months preceding the incident. Neither party is liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or business interruption.

12.5 Insurance & Waiver

You agree to maintain your own cyber-liability insurance. You agree to look solely to your insurer for recovery of any loss and waive any claims against Anantis. Your insurance policy should include a waiver of subrogation in favor of Anantis.

13. Force Majeure Events

Neither party shall be liable for any failure or delay in performance (except for payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemic, riots, embargoes, fire, floods, accidents, strikes, or failure of the public internet or third-party cloud providers.

14. Term and Termination

14.1 Term & Termination

This Agreement lasts until your subscription ends or is cancelled. Either party can end the agreement with 30 days' notice. If you breach a material provision, we may terminate the service immediately.

14.2 Effect of Termination

Upon termination, you must stop using the Platform and remove all Lures and Traps from your network. Any physical hardware provided by Anantis must be returned within 14 days. Any unpaid fees become due immediately.

15. General Provisions

15.1 Statute of Limitations

Any legal claim related to this Service must be filed within 12 months after the incident occurred, or it will be forever barred.

15.2 Injunctive Relief

If you violate our intellectual property or usage restrictions, Anantis has the right to seek an immediate court order to stop the violation.

15.3 Governing Law

This Agreement is governed by the laws of the jurisdiction where Anantis is registered.

15.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the Service and supersedes all prior agreements, communications, or understandings. If any provision is held to be invalid, the remaining provisions remain in full force.

15.5 Modifications to Terms

Anantis reserves the right to modify these Terms at any time. Changes become effective immediately upon being posted on our website. Your continued use of the Service following such changes constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, your sole remedy is to stop using the Service.

15.6 Contact Us

For any questions regarding these Terms, contact us at: info@anantis.io