



Software License Agreement

Software License Agreement ("Agreement" or "EULA")

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This Software License Agreement ("Agreement" or "EULA") governs the use of CYBERDEFENSE AI Software ("Software"). CYBERDEFENSE AI, Inc. ("CYBERDEFENSE AI") is willing to license the Software to you as an individual or legal entity ("Licensee" Or "You") and, if applicable to your software license, to provide you with support and other professional services ("Services"), provided, and only on the condition that you accept and agree to comply with all of the terms and conditions of this Agreement. This Agreement applies to any updates or services for the Software or for the Services provided to you by CYBERDEFENSE AI unless other terms specifically cover those items.

By downloading, installing, and/or using the Software or by using the Services, you acknowledge that you have read and accepted all of the terms and conditions set forth in this Agreement and that this action establishes a legal, enforceable, and binding agreement between you and CYBERDEFENSE AI. If you do not accept all of the terms of this Agreement, you shall have no right to use the Software, you must immediately cease using the Software, and you must delete or remove all associated software and associated files.

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2. Scope of license

This Agreement confers a limited license to the Software only and does not constitute a transfer of title to, or sale of, all or a portion of the Software or the underlying intellectual property. You acknowledge that CYBERDEFENSE AI owns all rights, title, and interest in and to the Software and Services and all associated materials and services, including, without limitation, the structure, organization, source code, all copyrights, patents, trade secrets, and other intellectual property rights throughout the world, in and to the original and all copies, portions, extracts, selections, arrangements, adaptations, compilations, and any derivatives of the Software and Services, or software or content provided through or in conjunction with the Software or Services, and all features, updates, releases, enhancements, bug fixes, workarounds, patches, updates, and all associated documentation and product packaging. Except for the license granted in this Agreement, all rights in and to the Software and Services are reserved, and no implied licenses are granted by CYBERDEFENSE AI. This Agreement governs all updates, upgrades, releases, or enhancements to the Software that may be provided to you.

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3. Acceptable use and conduct

By registering for and/or by using the Software or Services, you represent and warrant that you have the legal capacity and authority to enter into a binding agreement and to adhere to this Agreement and that you will use the Software and the Services only in accordance with this Agreement and with all applicable laws. If an individual is registering or using the Software or Services on behalf of an entity or organization, that individual warrants, represents, and covenants that such individual is duly authorized to agree to this EULA on behalf of the organization and to bind the organization to them.

Without limiting the foregoing, you acknowledge and agree that the Software may be subject to export controls in Canada, the United States, and other countries. You agree to comply with Canadian and the United States and other country export laws and regulations and with all export or import regulations of other countries, and you shall not and shall not allow any third party to remove or export from Canada or the United States or allow the export or re-export of any part of the Software or Services or in accordance to any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially



Designated Nationals; or (c) to any country to which such export or re-export is restricted or prohibited. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any Canadian or United States export law or regulation.

4. Privacy and data protection

Except as otherwise stated in this Agreement, the Software is subject to CYBERDEFENSE AI Privacy Statement at <https://www.cyberwall.ai/policies>. CYBERDEFENSE AI has no obligation and, in certain cases, technical ability to monitor the use of the Services and/or data transmitted or stored through the Software.

5. Confidentiality

The Software and Services contain trade secrets (as defined by applicable law) of CYBERDEFENSE AI and are proprietary to CYBERDEFENSE AI. Licensee shall maintain the Software and the Services in confidence and prevent disclosure of the Software and Services using at least the same degree of care it uses for its own most critical proprietary information but in no event less than a reasonable degree of care. Licensee shall not disclose or provide access to the Software or Services or any part thereof to anyone for any purpose other than to employees or other parties authorized under this Agreement for the purpose of exercising the rights expressly granted under this Agreement.

6. Disclaimer of warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE CYBERDEFENSE AI SOFTWARE AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND



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7. Limitation of liability

UNDER NO CIRCUMSTANCES SHALL CYBERDEFENSE AI OR ITS AFFILIATES (INCLUDING SUPPLIERS, RESELLERS, OR PARTNERS) OR THEIR RESPECTIVE EXECUTIVES, EMPLOYEES, SHAREHOLDERS, OR CONTRACTORS BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, DIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE CYBERDEFENSE AI SOFTWARE AND SERVICES OR THIS

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7. Miscellaneous provisions

This Agreement shall be governed by the laws of the Province of Quebec, Canada, exclusive of its conflicts of laws provisions. The failure of CYBERDEFENSE AI to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by CYBERDEFENSE AI. If for any reason, a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. You may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of CYBERDEFENSE AI.



CYBERDEFENSE AI may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void. Upon any termination of this EULA, Licensee will immediately cease use of the Software and remove all Software from its systems.

8. Changes to this agreement

CYBERDEFENSE AI may amend this Agreement, including any referenced policies and other documents, from time to time. If we make material changes to this Agreement, we will notify you by posting the change on our website or sending you an e-mail at your primary email address. Any changes to this Agreement will be effective immediately for new end users; otherwise, for existing end users, the changes will be effective upon the earlier of thirty (30) calendar days following e-mail notice to you or thirty (30) calendar days following our posting of the notice on our website.

END OF SLA TERMS