

AgentGuards — End User License Agreement

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2.5 Third-Party Components. The Image includes third-party and open-source components licensed under their own terms, identified in the third-party notices file included with the Image and published at <https://agentguards.co/legal/notices> (each a "Third-Party Component"). Those terms govern those components and, to the extent they conflict with this Agreement, prevail with respect to those components only. Nothing in Section 2.1 asserts ownership of any Third-Party Component, and nothing in Section 2.2 restricts any right granted to Licensee under the licence applicable to a Third-Party Component. Third-Party Components are provided by Licensor without warranty of any kind, and Sections 7.1 and 7.6 do not apply to them.

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3. Access to the Image; Use of the Licensee Instance; Support

3.1 Account & Email. Licensee must have a valid account or subscription with the applicable Service Provider and an e-mail address to access the Image and exercise its License rights.

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3.3 Model Weights are supplied in encrypted form. Where the Image contains Model Weights, those weights may be distributed encrypted and decrypted at runtime only. The encryption and the associated key management are a security mechanism for the purposes of Section 2.2(c).

3.4 Support. During the License Term, and except with respect to a License granted free-of-charge, support will be provided to Licensee in accordance with Licensor's standard support terms then in effect, published at <https://agentguards.co/legal/support>. Licensee is responsible for providing support service (if any) to its Users.

3.5 New Features. Licensor may make new tools, features, or functionality related to the Technology available from time to time (an "Upgrade"), the use of which may be contingent upon Licensee's agreement to additional terms. To the extent the use of an Upgrade is conditioned upon the payment of additional fees, Licensee will not be required to use the Upgrade or, at Licensor's sole discretion, will be entitled to access and use the Upgrade without the payment of such fees.

3.6 Changes to a Service Provider License. With respect to a Service Provider License, Licensor may make changes to the terms of this Agreement. **Substantial changes to existing terms apply prospectively only: they take effect at the start of Licensee's next License Term, and not before, and become effective no earlier than 30 days after they are posted on Licensor's or the Service Provider's website or notified in writing to Licensee, including by email. The version of this Agreement in force when Licensee's current License Term began continues to govern that License Term.** Changes that are insignificant, that are required by law or by the applicable Service Provider, or that apply only to new features or functionality, are effective immediately upon posting. If Licensee does not agree to a substantial change, it may decline to renew and must stop using the Licensee Instance at the end of the then-current License Term, without penalty.

4. Responsibilities

4.1 Licensee Responsibilities. Licensee is solely responsible for (i) all setup, use, operation, configuration, and monitoring of the Licensee Instance occurring under its own and its Users' accounts with the Service Provider; and (ii) maintaining the confidentiality of any log-in credentials, API keys, and private keys provided for or generated by Licensee's access to the Image or use of a Licensee Instance.

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5.2 Payment terms. All amounts payable under this Agreement are non-cancellable and will be made without setoff or counterclaim, and without any deduction or withholding. Unless otherwise set forth in a Quote, all fees are due and payable Net 30 days after the date of the applicable invoice. Fees and charges may be changed upon 30 days' advance notice. Late payment shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower. **In the event of a late payment or any other material breach of this Agreement by Licensee or a User, Licensor or Seller may suspend access to the Image or the use of the Licensee Instance, provided that Licensor or Seller has given Licensee written notice of the late payment or breach and Licensee has not cured it within ten (10) business days of that notice. No such suspension will be made in respect of an amount that Licensee is disputing in good faith and in writing, provided Licensee has paid all undisputed amounts. This Section does not limit Licensor's rights under Section 9.4.**

5.3 Taxes. All fees and charges payable by Licensee are exclusive of applicable taxes and duties, including VAT and applicable sales tax. Licensee will provide Seller any information reasonably requested to determine whether an obligation to collect VAT or sales tax exists, including Licensee's VAT identification number.

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when required by law after giving reasonable notice to the Disclosing Party if allowed by law; and (c) ensure that all individuals and entities who have access to the Confidential Information use it for the sole purpose of exercising the Receiving Party's rights and fulfilling its obligations under this Agreement, while using reasonable care. **The obligations in this Section with respect to the Technology, the Model Weights, and the Detection Rules continue for so long as that information remains a trade secret.**

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7.7 Notice and Cooperation. Licensor's obligations under Section 7.6 are expressly conditioned upon Licensee (a) promptly notifying Licensor in writing after receiving notice of the IP Infringement Lawsuit; (b) fully authorizing Licensor to have sole control of the defense and settlement; (c) not making any admission of liability nor settling without Licensor's prior written consent; (d) furnishing any information available to Licensee relating to the alleged infringement; and (e) providing reasonable assistance to Licensor.

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7.9 Exclusive Remedy. Sections 7.6 through 7.8 and Section 8 state Licensor's entire liability and Licensee's sole and exclusive remedy with respect to any infringement, or claim of infringement, of any IPR by the Image and Technology.

7.10 Indemnification by Licensee. Licensee shall defend, indemnify, reimburse, and hold harmless Licensor, its Affiliates, and their respective officers, directors, shareholders, employees, agents, suppliers, and licensors from and against any and all third-party claims, suits,

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- (b) Licensee Information, including any allegation that Licensee Information infringes or misappropriates the rights of a third party, or that it was collected, processed, retained, or transferred in violation of any data protection, privacy, or communications law;
- (c) Licensee's configuration, use, misuse, or deployment of the Technology, including any decision to enable, disable, threshold, tune, replace, or override any detection or enforcement control, and including any deployment of the Technology in violation of applicable law;
- (d) any claim by a User, customer, employee, or other third party arising from harm, loss, or exposure that the Technology did not detect, block, redact, or prevent, or that arises from content or an action that the Technology did detect or block;
- (e) Licensee's use of the Technology in, or in connection with, any High Risk Use, or any assertion that Licensor is a provider, deployer, manufacturer, or importer of an artificial-intelligence system or product placed on the market by Licensee; or
- (f) an assertion of infringement described in Section 7.8, from which Licensor is excluded.

Licensor will notify Licensee promptly in writing of any such claim and, at Licensee's request, will give Licensee control of the defense and provide reasonably requested assistance at Licensee's expense. Licensee will not settle any claim in a manner that imposes any obligation or admission on Licensor without Licensor's prior written consent.

7.11 Acknowledgement of inherent limitations; no obligation to update. Licensee acknowledges and agrees that: (a) the identification of prompt injection, jailbreak, data exfiltration, sensitive information, malicious or vulnerable code, and other adversarial or harmful content is inherently probabilistic and cannot be complete, and that no security control, including the Technology, can identify every threat or avoid every incorrect determination; (b) the threats the Technology is designed to identify evolve continuously and independently of Licensor, and techniques that did not exist, or were not publicly known, when a version of the Image was released may not be identified by that version; (c) Licensee has satisfied itself, by its own evaluation and testing, that the Technology is suitable for Licensee's intended purposes and risk posture, and does not rely on Licensor to determine that suitability; and (d) the Technology is one control within Licensee's broader security and compliance programme and is not a substitute for defence in depth, human review, or Licensee's own controls.

Except as expressly stated in a written support agreement between the Parties, **Licensor is under no obligation to update, enhance, retrain, or otherwise modify the Technology, the Model Weights, or the Detection Rules, whether to address any new, changed, or previously unidentified threat, technique, or vulnerability, or at all**, and no such obligation will be implied from Licensor having done so previously, from the Documentation, from any statement of Licensor's development plans, or from the availability of any Upgrade under Section 3.5.

8. Limitation of Liability

8.1 LIMITATION ON INDIRECT LIABILITY. LICENSOR, ITS AFFILIATES, AND RESELLERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS, WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUES, LOSS OF PROFITS OR SAVINGS, LOSS OR CORRUPTION OF DATA, OR LOSS OR INTERRUPTION OF BUSINESS), EVEN IF ANY OF THEM KNEW, SHOULD HAVE KNOWN, OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF DIRECT DAMAGES DO NOT SATISFY AS A REMEDY. FURTHER, NONE OF THEM WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) LICENSEE'S INABILITY TO USE THE TECHNOLOGY; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY LICENSEE IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S EXERCISE OF THE LICENSE; OR (D) ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, DELETION, DESTRUCTION, LOSS, OR FAILURE TO STORE ANY OF, LICENSEE INFORMATION OR OTHER DATA.

8.2 LIMITATION ON AMOUNT OF LIABILITY. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LICENSOR, ITS AFFILIATES, AND RESELLERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS, UNDER THIS AGREEMENT, FOR ANY DAMAGE OR CLAIM ARISING FROM LICENSEE'S EXERCISE OF THE LICENSE, USE OF TECHNOLOGY, OR THE ACCOMPANYING DOCUMENTATION, EXCEED **THE LESSER OF (i) THE AMOUNT ACTUALLY PAID BY LICENSEE TO SELLER DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY AND (ii) FIFTEEN THOUSAND US DOLLARS (US\$15,000).**

8.3 APPLICATION OF THE LIMITATIONS. THE LIMITATIONS AND EXCLUSIONS IN SECTIONS 8.1 AND 8.2 APPLY IN THE AGGREGATE TO ALL CLAIMS HOWEVER ARISING, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF THE NUMBER OF INCIDENTS OR CLAIMS, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THEY APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND DO NOT EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED. **FOR THE AVOIDANCE OF DOUBT, SECTIONS 8.1 AND 8.2 DO NOT LIMIT LICENSEE'S OBLIGATIONS UNDER SECTION 7.10 (INDEMNIFICATION BY LICENSEE), LICENSEE'S OBLIGATION TO PAY FEES, OR EITHER PARTY'S LIABILITY FOR BREACH OF SECTION 2.2 OR SECTION 6.**

9. Term and Termination

9.1 Term. This Agreement commences on the Effective Date and will remain in effect unless and until the applicable License has either expired or been terminated as set forth in this Agreement.

9.2 Term of Licenses. The term of each License is specified in the applicable Quote. Except as otherwise specified in a Quote, Licenses will automatically renew for additional periods equal to the expiring License Term or one year (whichever is shorter), unless either Party gives the other

written notice at least 30 days before the end of the relevant License Term. Except as otherwise specified in a Quote, renewals of promotional or one-time priced Licenses will be at Licensor's applicable list price in effect at the time of the applicable renewal.

9.3 Termination for Breach. Either Party may terminate this Agreement for breach if (i) the other Party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings that are not dismissed within ninety days. **Licensor may terminate this Agreement immediately, without a cure period, on breach by Licensee of Section 11.15 (Export Control and Sanctions), and the License terminates automatically on the event described in Section 2.2 (Patent and intellectual property retaliation).**

9.4 Suspension for failed entitlement verification or non-payment. Where (a) the Licensee Instance cannot verify a valid entitlement, or (b) in respect of a License not purchased through a Service Provider, Licensee has failed to pay undisputed fees within ten (10) business days following written notice of delinquency, the Technology may, after the grace period described in the Documentation, cease to serve guardrail requests, and Licensor may decline to issue or renew, or may cancel, a license key. Licensee acknowledges and agrees that this is an agreed and intended consequence of an expired, terminated, suspended, unverifiable, or unpaid License, and is not a defect or failure of the Technology. **The administrative interface and health endpoints of the Licensee Instance remain available during any such suspension, and Licensor will use reasonable efforts to make the reason for the suspension visible there. Licensee is responsible for the failure behaviour of its own applications, agents, and integrations in that event, as described in the Documentation and in Section 4.2. Licensor will not exercise its rights under (b) in respect of any amount that Licensee is disputing in good faith and in writing, provided Licensee has paid all undisputed amounts.**

9.5 Effects of Termination. Upon the expiration of the License or termination of this Agreement: (i) the License and any and all other rights granted by one Party to the other will immediately cease; (ii) all fees and charges owed by Licensee to Seller through the effective day of termination shall immediately become due; (iii) **Licensee must permanently stop exercising any of its License rights, terminate all Licensee Instances, and delete or destroy all copies of the Image, the Model Weights, and any license key or decryption key in its possession or control;** and (iv) upon request, each Party will use commercially reasonable efforts to return or destroy all Confidential Information of the other Party.

10. Data Collection and Data Protection

10.1 Licensee Information stays with Licensee. The Licensee Instance runs within Licensee's own infrastructure. **Licensor warrants that** it does not receive, collect, store, or process the prompts, completions, documents, source code, or other content submitted to the Licensee Instance, and that no such content is transmitted to Licensor as part of the operation of the Technology. Licensee Information is and remains Licensee's Confidential Information. This warranty does not apply to content that Licensee itself elects to transmit to Licensor, for example in a support request, or to any third-party service that Licensee separately configures the Licensee Instance to call.

10.2 Non-Identifiable Metadata. Licensee acknowledges and agrees that Licensor and its Affiliates may collect and use Non-Identifiable Metadata gathered in connection with Licensee's access to the Image and use of the Licensee Instance, for the purpose of improving the Technology. Licensee may revoke the above functionality during the configuration process of the Licensee Instance and at any time thereafter.

10.3 Support and Usage Data. Licensee acknowledges and agrees that Licensor and its Affiliates may collect (a) Licensee's name, address, and account or subscription number(s) with the Service Provider ("Support Contact Information"); and (b) **Usage Data in connection with Licensee's use of the Licensee Instance for the purposes of calculating the fees applicable to Licensee's use and verifying Licensee's compliance with the License terms.**

10.4 Public Reference. Licensor will not use Licensee's name or logo to identify Licensee as a customer without Licensee's prior written consent, which may be given or withheld at Licensee's discretion and withdrawn on notice.

10.5 Data Protection. Because the Licensee Instance operates entirely within Licensee's own infrastructure and no Licensee Information is transmitted to Licensor (Section 10.1), Licensor does not process personal data on Licensee's behalf in connection with the operation of the Technology, and no data processing agreement is required in respect of that activity. Licensee is the sole controller of, and is solely responsible for determining the lawful basis for and the means of processing, all Licensee Information, including any personal data or special-category data that Licensee or a User submits to, or causes to be processed by, the Licensee Instance. Licensor acts as an independent controller in respect of Support Contact Information and Usage Data (Section 10.3) and processes that information in accordance with its privacy notice published at <https://agentguards.co/privacy>.

11. Miscellaneous

11.1 Notices. All notices required or permitted by this Agreement must be in writing, in English, and addressed to the other Party's primary point of contact. Notices to Licensor must be sent by email to legal@agentguards.co and will be treated as given upon their receipt. Notices to Licensee will be emailed to the email address provided by Licensee during registration with Licensor or otherwise associated with Licensee's account. Licensee is responsible for keeping its email account current.

11.2 Assignment. Licensee may not assign, transfer, delegate, or sublicense this Agreement without the prior written consent of Licensor, except to an Affiliate where (a) the Affiliate has agreed in writing to be bound by the terms of this Agreement; (b) Licensee remains liable for the obligations of the Agreement in case of a default by the Affiliate; and (c) Licensee has notified Licensor of the assignment. **A change of control of Licensee, whether by merger, acquisition, sale of substantially all of its assets, or otherwise, is deemed an assignment requiring Licensor's prior written consent. Licensor may terminate this Agreement on thirty (30) days' written notice if Licensee undergoes a change of control in which the acquiring or surviving party offers a product or service that competes with the Technology.** Any other attempt to assign is void.

11.3 Force Majeure. Licensor will not be liable for failure or delay to perform any obligation under this Agreement to the extent caused by circumstances beyond its reasonable control.

11.4 No Agency. This Agreement does not create any agency, partnership, or joint venture between the Parties.

11.5 Government Purposes (applicable to US government customers only). The Image was developed at private expense and is provided to the U.S. Government as “commercial computer software”, “commercial computer software documentation”, and “technical data” with the same rights and restrictions generally applicable to the Image. The terms “commercial item”, “commercial computer software”, “commercial computer software documentation”, and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

11.6 No Waiver. Neither Party will be deemed to have waived, or restricted its right to enforce, any rights under this Agreement by failing to exercise or enforce (or delaying the exercise or enforcement of) such rights. All waivers must be in writing to be effective.

11.7 Severability. If any term of this Agreement is held by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, it will be interpreted to have been limited, eliminated, or severed to the minimum extent necessary to keep the obligations of the Parties, and the rest of the Agreement, in full force and effect. **Section 11.16 is subject to the specific provision made in that Section.**

11.8 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does. **Sections 7.10, 8.1 and 8.2 are intended to benefit, and are enforceable by, each of the persons identified in them.**

11.9 Equitable Relief. The Parties acknowledge that a breach of any provisions of this Agreement pertaining to Confidential Information, or the ownership of, license to, and restrictions on, IPR — **including Sections 2.2(b), 2.2(c), 2.2(d), and 2.2(e)** — may cause irreparable injury to the injured Party, for which monetary damages would not be an adequate remedy, and the injured Party shall be entitled to seek injunctive or other equitable relief in any state, federal, or national court of competent jurisdiction for any actual or alleged breach of these provisions, **without the requirement to post a bond and notwithstanding Section 11.11.**

11.10 Applicable Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Israel, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sales of Goods is specifically disclaimed.

11.11 Dispute Resolution; Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, breach, or termination, will be finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce, by a single arbitrator appointed in accordance with those Rules. The seat of the arbitration will be Tel Aviv-Yafo, Israel, and the language of the arbitration will be English. The award will be final and binding on the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The arbitration and all submissions, evidence, and the award will be kept confidential by the Parties, except as necessary to enforce the award or as required by law. Nothing in this Section prevents either Party from seeking injunctive or other equitable relief in any court of competent jurisdiction as provided in Section 11.9, or Licensor from bringing proceedings for unpaid fees in any court having jurisdiction over Licensee.

11.12 Amendments. Any amendment or waiver shall be effective only if made in writing, expressly stating it to be an amendment or waiver of this Agreement, and signed by an authorized representative of each Party. This Section does not limit Section 3.6.

11.13 Survival. The following Sections will survive expiration or termination of this Agreement: 2 (Ownership and License Restrictions, including Sections 2.4 and 2.5), 4 (Responsibilities, including Sections 4.5 and 4.6), 5 (Payment Terms), 6 (Confidentiality), 7.2 through 7.11, 8 (Limitation of Liability), 9.5 (Effects of Termination), 10.1, 10.4, 10.5, 11 (Miscellaneous), and 12 (Definitions).

11.14 Entire Agreement; No Reliance. This Agreement, together with any applicable Quote and the documents expressly incorporated by reference in Sections 2.5, 3.4 and 10.5, is the entire agreement between Licensor and Licensee regarding its subject matter and supersedes all prior and contemporaneous agreements, proposals, and communications relating to that subject matter. **No other statement — whether appearing on Licensor’s website, in any marketing, listing, or sales material, in any benchmark, comparison, demonstration, or product interface, or made orally — forms part of this Agreement or constitutes a representation, warranty, condition, or commitment, and Licensee acknowledges that it has not relied on any such statement in entering into this Agreement.** Nothing in this Section limits or excludes liability for fraudulent misrepresentation. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, a Quote (except to the extent expressly stating that it supersedes this Agreement), and then the incorporated documents. Licensor will not be bound by, and specifically objects to, any term submitted by Licensee in any order, receipt, acceptance, confirmation, correspondence, or other document.

11.15 Export Control and Sanctions. Licensee agrees that its access to and use of the Technology will comply with all applicable export control, re-export, import, and economic sanctions laws and regulations, including those of the State of Israel, the United States, the United Kingdom, and the European Union. Licensee represents and warrants that it is not located in, organized under the laws of, ordinarily resident in, or owned or controlled by any person located in or organized under the laws of, any country or territory that is the target of comprehensive sanctions, and that neither Licensee nor any of its Users is a person identified on any restricted-party, denied-party, or sanctions list maintained by any of the authorities referred to above. Licensee will not export, re-export, transfer, or otherwise make the Technology available to any such country, territory, or person, and will screen its Users accordingly. Licensee will indemnify Licensor under Section 7.10 for any breach of this Section.

11.16 Waiver of Jury Trial and Class Actions. To the maximum extent permitted by applicable law, each Party irrevocably waives any right it may have to a trial by jury, and each Party waives any right to bring, join, or participate in any class, collective, consolidated, or representative proceeding, in any dispute arising out of or relating to this Agreement. **If the waiver of class, collective, consolidated, or representative proceedings in this Section is held to be unenforceable in whole or in part with respect to any dispute, then Section 11.11 (Arbitration) will not apply to that dispute, which will instead be litigated exclusively in the competent courts of Tel Aviv-Yafo, Israel, to whose personal jurisdiction the Parties consent. This Section is not otherwise severable from Section 11.11.**

11.17 Limitation Period. To the maximum extent permitted by applicable law, no claim or cause of action arising out of or relating to this Agreement may be brought by Licensee more than twelve (12) months after the claim or cause of action accrued. This Section does not apply to claims for non-payment of fees.

12. Definitions

12.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a subject entity, for as long as such control exists; control means ownership of greater than fifty percent of the voting rights or equity interests of the subject entity.

12.2 “Confidential Information” means all nonpublic information (including information pertaining to technology, data, customers, business plans, marketing activities, finances, and other business affairs of a Party or its Affiliates or Users) disclosed by one Party or its Affiliates (the “Disclosing Party”) to the other Party or its Affiliates (the “Receiving Party”) under this Agreement, that is marked or designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be confidential. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party at the time of first disclosure; (iii) is received by the Receiving Party from a third party who did not acquire or disclose it by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party. **The Technology, the Model Weights, and the Detection Rules are Confidential Information and trade secrets of Licensor; Licensee Information and Usage Data are Confidential Information of Licensee and its Users.**

12.3 “Detection Rules” means the patterns, signatures, heuristics, classifiers, thresholds, policy definitions, taxonomies, and system prompts used by the Technology to evaluate inputs and outputs, in each case whether shipped with the Image, delivered as an update, or embodied in the Documentation.

12.4 “Documentation” means the documentation (as may be updated from time to time) in the form generally made available by Licensor and its Affiliates to its licensees and customers for use with the Technology, including the documentation built into the administrative interface of the Licensee Instance.

12.5 “End User” means any individual or entity that, directly or indirectly, accesses, copies, or installs a Licensee Instance, the Image or the Documentation, or uses the Licensee Instance, under Licensee’s account. End Users may include employees, consultants, or contractors of Licensee.

12.6 “Feedback” means all remarks, requests, suggestions, proposals, data, reports, ideas, and improvements pertaining to the Technology or any portion thereof.

12.7 “High Risk Use” has the meaning given in Section 4.5.

12.8 “Image” means a specific version of a virtual machine image, generated from the Technology, of the type and supported feature set described in the License and licensed under its terms, including where delivered as an Amazon Machine Image (AMI) or by means of a CloudFormation Template (CFT).

12.9 “Intellectual Property Rights” or “IPR” means any and all, current and future, worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

12.10 “IP Infringement Lawsuit” means a suit or proceeding asserting that the Image or the Technology infringes any copyright or trademark or misappropriates any trade secret. For the avoidance of doubt, a suit or proceeding asserting patent infringement is not an IP Infringement Lawsuit and is not subject to Section 7.6.

12.11 “License” means the terms of use (i) specified in Section 1 of this Agreement; and (ii) described in a Quote or in a document or policy (including on a website) of Seller, including any restrictions and limitations on the scope and duration of use of the Image and Licensee Instance, and the applicable Fees.

12.12 “License Term” means the period (ending prior to the expiration or termination of this Agreement) for which Licensee has paid, or is committed to pay, the fees described in Section 5 for the right to use the License, including through an automatic renewal of the License as specified in Section 9.2.

12.13 “Licensee” means the individual or legal business entity that either (i) appears on the Quote as Licensee, or (ii) is represented by an authorized representative acting on its behalf, agreeing to this Agreement.

12.14 “Licensee Information” means software, data, text, audio, video, images, prompts, completions, documents, source code, or other content that Licensee or a User transmits to, or causes to be processed by, the Licensee Instance, and any IPR related thereto, and explicitly excluding any Technology and Feedback.

12.15 “Licensee Instance” means each virtual machine instance (or cluster of instances and their associated database) configured and managed by Licensee that is installed with, or launched from, the Image, provided that Licensee has a right to access and use such instance(s) as part of the Provider Services.

12.16 “Licensor” means AlphaOps Ltd., an Israeli company, company number 516322427. AlphaOps Ltd. is the Licensor for every channel, including AWS Marketplace.

12.17 “Model Weights” means the parameters, embeddings, tokenizer artefacts, and associated configuration of any machine-learning model included in, or made accessible by, the Image, including any fine-tuned or derived model developed by or for Licensor, but excluding any Third-Party Component.

12.18 “Non-Identifiable Metadata” means information about certain predetermined attributes and characteristics pertaining to Licensee’s use of the Licensee Instance in conjunction with the Provider Services, which does not reflect or reference Licensee or any individually identifiable Users, and which does not include any Licensee Information.

12.19 “Provider Services” means the web-based services (including without limitation computing, storage, connectivity, security, software, machine images, and APIs) made available by the applicable Service Provider(s) to Licensee and/or its Users.

12.20 “Quote” means a price quotation or an order form specifying the License terms (including a Service Provider License terms), made available by Licensor to Licensee, online or otherwise, which is expressly agreed to by Licensee and received by Seller.

12.21 “Reseller” means an entity, other than Licensor or its Affiliates, and including a Service Provider, authorized in writing by or on behalf of Licensor or its Affiliates to sell the License.

12.22 “Seller” means the entity selling the License to Licensee, which may be Licensor, any of its Affiliates, or a Reseller.

12.23 “Service Provider” means Amazon Web Services and its Affiliates (collectively, “AWS”), and any other cloud infrastructure provider through which the Image is made available, as determined by the applicable License.

12.24 “Service Provider License” means a License purchased and paid for by Licensee as a recurring time-based subscription (e.g. hourly, monthly, or annually) through a Service Provider, and excluding any free-of-charge License.

12.25 “Technology” means the AgentGuards software of Licensor and its Affiliates, including any related machine image (including the Image), appliance, data, database, Model Weights, Detection Rules, tools, APIs, utilities, scripts, the format of and the technologies used in the foregoing, the Documentation, and any error correction, revision, update, translation, recast, modification, compilation, improvement, enhancement, and derivative thereof, and any IPR related thereto or embodied therein, but excluding any Third-Party Component.

12.26 “Third-Party Component” has the meaning given in Section 2.5.

12.27 “Upgrade” has the meaning given in Section 3.5.

12.28 “Usage Data” means information about attributes and characteristics pertaining to the usage of the Technology in conjunction with the Provider Services by Licensee and its Users. Such information may include legal name, address, account numbers, instance identifiers, License and entitlement status, product version, and aggregate request volumes. **For clarity, Usage Data does not include Licensee Information, and nothing in the Usage Data requires Licensee to provide identifying information on individuals.**

12.29 “User” means an End User.

AgentGuards — AlphaOps Ltd., Israeli company number 516322427, 22 Haarchava, Gevat 3657900, Israel. Version 1.1, 6 August 2026.