

Monitorapp End User License Agreement (For VE)

PLEASE READ CAREFULLY BEFORE INSTALLING, ACCESSING, OR USING THIS SOFTWARE

By installing, accessing, or otherwise using this Software, you acknowledge and agree to be legally bound by the terms and conditions set forth in this End User License Agreement (“Agreement”). If you do not agree, you may not install, access, or use the Software.

1. Purpose

This Agreement constitutes a binding legal agreement between us, Monitorapp (“Monitorapp”), and the individual or a legal entity (“You”), including but not limited to a corporation, government agency, or other organization that installs, accesses, and uses the Software developed, distributed, and sold by Monitorapp.

This Agreement governs your use of Monitorapp’s software(s) (“Software”), whether acquired via (i) cloud service providers, including but not limited to Amazon Web Services, Microsoft Azure, or (ii) direct purchase from Monitorapp or its authorized partners.

By accepting this Agreement, you represent and warrant that you have the legal authority to enter into this Agreement on behalf of yourself or the entity you represent.

2. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- “Monitorapp” means Monitorapp Inc., a company incorporated under the laws of the United States with its principal place of business at 9342 Greenbelt Pl. Rancho Cucamonga, California.
- “Software” means the proprietary software(s) developed, owned, licensed by Monitorapp that are made available to you under this Agreement, including but not limited to any associated updates, upgrades, patches, modifications, bug fixes, etc., whether obtained through (i) a cloud service provider, including but not limited to the AWS Marketplace, Azure Marketplace, or (ii) directly through Monitorapp or one of its authorized partners.
- “Documentation” means the written or electronic materials provided or made available by Monitorapp that describe the features, functions, installation, configuration, or operation of the Software, including but not limited to technical manuals, user guides, specification sheets, and license files.
- “Agreement” refers to this End User License Agreement, including all incorporated terms and conditions, which collectively govern the use of the Software.
- “You” means the individual or the legal entity (including but not limited to a corporation, partnership, government agency, or other organization) that acquires, installs, accesses, or uses the Software.

3. Grant of Rights

MONITORAPP

1. License: Subject to your agreement with the terms and conditions of this Agreement, Monitorapp hereby grants you a limited, non-exclusive, non-transferable, and non-sublicensable license to install, access, and use the Software solely for your internal business purposes, as specified by the acquisition type during the license term.
 2. Documentation: You may use the specification sheet, user guidance, license file, or any documents provided by Monitorapp, in printed or electronic form, solely to support your licensed use of the Software as permitted under this License.
 3. Reservation of Rights: Except for the limited rights expressly granted herein, Monitorapp reserves all rights, title to the Software, Documentation, and all related intellectual properties, including but not limited to copyrights, trade secrets, patents, and trademarks. Additionally, Monitorapp reserves the right to restrict or disable certain features if the license is issued for evaluation, public demonstration, or time-limited use.
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4. Restrictions

1. Exceeding License Scope: You shall not use the Software beyond the number of licenses expressly granted to you, nor outside the scope of the intended use authorized under this Agreement and the applicable Documentation.
2. Cloud-Specific Restrictions:
 - You shall not replicate, duplicate, extract, or otherwise create copies of any Amazon Machine Image (AMI) or deployment package provided by Monitorapp on cloud service provider platforms.
 - The Software licensed through such cloud service provider platforms shall not be downloaded, exported, installed, or deployed outside of the targeted environment unless explicitly authorized in writing by Monitorapp.
 - Each deployment of the Software in such an environment must be associated with a valid license or subscription, and you may not share license entitlements across multiple instances or accounts.
3. Other Restrictions:

Without Monitorapp's prior written approval, you shall not, and shall not permit or assist any third party to:

 - Decompile, disassemble, reverse engineer, repackage all or any component of the Software, or otherwise attempt to derive the source code;
 - Modify, adapt, translate, alter, or create derivative works of the Software or Documentation, in whole or in part;
 - Sell, sublicense, rent, lease, distribute, or otherwise make the Software available to any third party;
 - Bypass, disable, or otherwise interfere with any licensing, usage limitation, or access control mechanism integrated into the Software;
 - Allow any third party other than your employees to use the Software;

- Disclose to any third party the results of any performance or functionality testing, benchmarking, or competitive analysis of the Software;
- Use the Software and Documentation in a manner or for a purpose other than its intended purpose.

5. Intellectual Property Rights

1. Acknowledgement: You acknowledge and agree that the Software, including all related updates, upgrades, enhancements, or derivative works directly provided or made available by Monitorapp, constitutes proprietary technology and valuable intellectual property of Monitorapp. All rights, title, and interest in and to the Software, including but not limited to copyrights, patents, trade secrets, and trademarks, are and shall remain exclusively with Monitorapp.
2. Reservation of Rights: Monitorapp reserves the right, at its sole discretion, to request any information or documentation necessary to verify your compliance with this Agreement and to ensure its intellectual property rights. You agree to cooperate promptly and in good faith with such requests.
3. Preservation of Legal Markings: You shall not, and shall not permit or assist any third party to remove, alter, distort, conceal, or otherwise modify any notices, including copyright statements, trademarks, license identifiers, or any other proprietary attributions or legal markings embedded in, or accompanying the Software.

6. Limited Warranty and Disclaimer of Warranty

1. Warranty Exemption: Monitorapp shall not be liable for any malfunction or improper operation of the Software that falls outside the limited warranty in this Section, including but not limited to cases where:
 - The Software is not used according to the Documentation;
 - The Software has been modified, altered, or tampered with by anyone other than Monitorapp or its authorized representatives;
 - You configure or modify the operating environment of the Software without prior consultation with Monitorapp;
 - The Software has been misused or abused beyond its scope; or
 - Any defects resulting from external factors that are not under Monitorapp's control, including but not limited to acts of natural disasters, accidents, or other force majeure events.
2. Disclaimer of Warranty: Monitorapp makes no declarations or guarantees, express or implied, that the Software will fully meet all your specific requirements, operate uninterrupted, be error-free, or function without defects in all environments or use cases, unless otherwise agreed in a separate written agreement signed by both parties. We have not authorized anyone to make any declarations other than as provided above.
3. Except as expressly stated in this Agreement, you assume all risks related to the quality, performance, and results obtained from the use of the Software. You shall bear the full cost of any repair, correction, or technical support required in connection with such risks, regardless of whether Monitorapp provides such support as part of a free or paid service.

4. Unless and to the extent that you have separately purchased a paid technical support plan from Monitorapp, you acknowledge and agree that you are solely responsible for the installation, configuration, operation, and maintenance of the Software and the environment in which it operates, including all associated hardware, operating systems, third-party software, network components, and other infrastructure.
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7. Intellectual Property Indemnity

1. Defense and Cooperation Requirements: In the event that any third party asserts a claim, or initiates legal action against you ("Claim") alleging that the Software infringes such third party's intellectual property rights, Monitorapp agrees to defend you against such a Claim at Monitorapp's expense, provided that:
 - You promptly notify Monitorapp in writing of the Claim and provide all relevant details;
 - You grant Monitorapp sole and exclusive authority to control the defense and settlement of the Claim, and;
 - You provide all reasonably necessary cooperation, information, and assistance in connection with the defense.
 2. Exclusions from Indemnification: Monitorapp shall have no liability or obligation under this Section with respect to any Claim arising from or related to:
 - (a) Modifications to the Software made by any party other than Monitorapp or its authorized technical personnel;
 - (b) Use of the Software in a manner inconsistent with this Agreement or the applicable Documentation;
 - (c) Failure to implement a Software update, patch, or new version provided or recommended by Monitorapp;
 - (d) Use of the Software in combination with third-party software, hardware, systems, or data not approved by Monitorapp;
 - (e) Changes to the Software environment (including operating system versions, dependencies, or hosting environment) made by you without prior written consultation with Monitorapp; or
 - (f) Partial or complete suspension of Software functionality due to the expiration of a time-limited license.
 3. Remedial Measures: If a Claim subject to indemnification under this Section is made, Monitorapp may, at its sole option and expense:
 - (a) Obtain rights for you to use the Software;
 - (b) Correct the Software to avoid infringement, without the loss of functionality or performance; or
 - (c) Replace the Software with a functionally equivalent alternative.If none of the foregoing remedies are reasonably available, either party may terminate this Agreement upon written notice.
 4. Exclusive Liability: The remedies in this section state Monitorapp's exclusive liability to you concerning any intellectual property infringement claims relating to the Software.
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8. Exclusion and Limitation of Liability

1. Indirect Damages: Neither party will be liable for any indirect, consequential, incidental, special, exemplary, or punitive damages of any kind—including, but not limited to, loss of profits, loss of revenue, loss of

anticipated savings, business interruption, or loss or corruption of data—arising out of or related to this Agreement or the use of the Software, even if such party has been advised of the possibility of such damages.

2. Limit of Liability: Monitorapp's total cumulative liability for any claims, losses, or damages directly arising out of or relating to this Agreement or the use of the Software shall not exceed the total amount of the payment paid by you to Monitorapp under this Agreement in relation to the Software.
 3. You acknowledge and agree that any collection, processing, or management of end-user personal information (including authentication data or other identifiers) through the Software shall be conducted solely under your authority and responsibility. You are solely responsible for ensuring full compliance with applicable laws and regulations governing personal data, including but not limited to the Act on Promotion of Information and Communications Network Utilization and Information Protection and the Personal Information Protection Act of the Republic of Korea (or their equivalents in other jurisdictions). Monitorapp does not collect or process personal information from your users, whether directly or indirectly, and disclaims any responsibility or liability for the collection, use, or breach of such data by or under the control of the organization operating the Software.
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9. Confidential Information

1. For this Agreement, "Confidential Information" means all non-public, confidential, or proprietary information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, visually, electronically, or in writing, that is either:
 - (a) Clearly marked or identified as "confidential" at the time of disclosure,
 - (b) Designated as confidential through prior written notice, or
 - (c) By its nature or by the circumstances of disclosure, reasonably understood to be confidential.Confidential Information includes, without limitation: (i) the Software and its performance, functionality, and architecture; (ii) Monitorapp's pricing, business plans, strategies, documentation, roadmaps, and source code; and (iii) any benchmarks or evaluations related to the Software.
 2. The Receiving Party shall use such Confidential Information solely to fulfill its obligations under this Agreement or as otherwise permitted herein, and shall not disclose such information to any third party without the prior written consent of the Disclosing Party. The obligations of confidentiality shall not apply to information that:
 - (a) Was already known to the Receiving Party at the time of disclosure as evidenced in writing;
 - (b) Becomes publicly available through no fault or act of the Receiving Party;
 - (c) Was lawfully received from a third party who is not bound by confidentiality obligations; or
 - (d) Is required to be disclosed under applicable law, regulation, or valid legal order, provided the Receiving Party, where legally permitted, promptly notifies the Disclosing Party and cooperates in seeking to limit the scope of such disclosure.
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10. Term and Termination

1. Effective Date and Duration: This Agreement shall become effective on the date you first install, access, or MONITORAPP

- use the Software ("Effective Date") and shall remain in effect until terminated in accordance with this Section.
2. Termination for Cause: Either party may terminate this Agreement upon written notice if the other party:
 - a) Commits a breach of any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof;
 - b) Becomes the subject of any bankruptcy, insolvency, liquidation, or similar process, or has a receiver or administrator appointed over a substantial portion of its assets;
 - c) Assigns or transfers this Agreement or any rights or obligations under it for the benefit of creditors or to a third party without the prior written consent of the other party.
 3. Termination upon Expiration: In the event you are granted a limited license under a fixed-term agreement, and neither party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term, this Agreement shall automatically renew under the same terms and conditions, unless otherwise agreed in writing.
 4. Effect of Termination: Upon termination or expiration of this Agreement for any reason:
 - a) All license rights granted to you under this Agreement shall immediately terminate;
 - b) You shall immediately cease all use of the Software and delete, uninstall, or otherwise render inoperable all copies in your possession or control;
 - c) Within ten (10) days of termination, you shall either (i) destroy all copies of the Software and any related documentation in any form, or (ii) return such materials to Monitorapp, and
 - d) Upon request, provide Monitorapp with a written certification, executed by an authorized officer of your organization, confirming such destruction or delivery.
 5. Unauthorized Retention: Any continued use of the Software after termination constitutes an unauthorized use and a violation of Monitorapp's intellectual property rights. Monitorapp reserves the right to pursue all available legal remedies in connection with such unauthorized use.
 6. Survival: All paragraphs of this Agreement shall remain in effect even after the expiration or termination of this Agreement.
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11. Transfer Prohibition

This Agreement is entered into exclusively between you and Monitorapp and may not be assigned, transferred, sublicensed, or otherwise conveyed, in whole or in part, by you to any third party without the prior written consent of Monitorapp. This restriction applies equally to any attempt to permit third-party use of the Software, including the provision of services based on or incorporating the Software. Any attempted assignment or transfer in violation of this Section shall be void.

12. Publicity Rights

You agree that Monitorapp may use your organization's name and logo solely for the limited purposes of advertising, public relations, customer references, or sales promotion materials, provided that such use does not imply any endorsement of Monitorapp or its Software by you. If you prefer not to have your name used for such purposes, you may notify Monitorapp in writing at any time, and Monitorapp will promptly cease such use

upon receipt of your request.

13. Collection and Use of Software Data

1. You acknowledge and agree that Monitorapp may collect, process, and retain certain technical and usage-related data associated with your use of the Software. Such data may include information relating to system performance, configuration, deployment environment, and patterns, and may be used by Monitorapp for purposes including but not limited to providing support, delivering updates, generating statistical reports, and improving the overall quality and security of the Software and related services.

This data may be processed in part through AILabs, Monitorapp's cyber threat intelligence platform, to support the detection, analysis, and response to emerging threats.

2. Monitorapp does not collect or process the following types of data:
 - a) Personal information or information that may reasonably identify an individual;
 - b) Biometric data, personal authentication credentials (e.g., PINs, patterns, QR codes, OTPs, PKI-related data);
 - c) Geolocation data or any information from which a precise location can be inferred.

All data collection and processing activities shall be conducted in accordance with applicable data protection and cybersecurity laws.

14. Force Majeure

Neither party shall be held liable for any failure or delay in the performance of its obligations under this Agreement (excluding payment obligations) if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, terrorism, labor disputes, governmental actions, pandemics, etc. ("Force Majeure Event").

The affected party shall provide prompt written notice to the other party of the occurrence of the Force Majeure Event and shall use reasonable efforts to mitigate its effects and resume performance as soon as practicable.

15. Miscellaneous

1. Modification to the Agreement: Monitorapp may amend or modify certain provisions of this Agreement from time to time, to the extent necessary for the effective delivery or operation of the Software and related services. In such cases, Monitorapp shall provide notice of the changes via the management console. Continued use of the Software following such notice shall constitute your acceptance of the modified terms.
2. Complete Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, communications, and understandings, whether oral or written, relating to such subject matter.
3. Good Faith Negotiation: The parties shall endeavor to resolve any disputes, controversies, or claims arising

under or in connection with this Agreement through good faith negotiations. Nothing in this Section shall be construed to limit or delay either party's right to seek legal or equitable remedies where appropriate.

4. Relationship of the Parties: Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party has the authority to bind or obligate the other in any manner unless expressed in writing.
5. Severability: If any provision of this Agreement is determined to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.
6. Waiver: The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, nor shall it be deemed a waiver of any other rights or provisions on any other occasion.
7. Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the Republic of Korea, and any disputes arising under this Agreement shall be resolved by the Seoul Central District Court located in Seoul, Korea.