

## **End User License Agreement (EULA)**

This End User License Agreement (“EULA”) is a legal agreement between the end user (“you” or “User”) and **Rig Security Inc**, a company incorporated under the laws of Delaware and any of its affiliates (“Company”). Your use of the Company's software Software (the “Software”) signifies your understanding and agreement to be bound by this EULA and to comply with the applicable law, rules and regulations. If you do not agree to the terms of this EULA, you are not permitted to use the Software.

**1. License Grant.** Subject to the terms and conditions of the Master Services Agreement (“MSA”) entered into between Company and your employer or the entity providing you access to the Software (the “Customer”), Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Software solely for Customer's internal business purposes and in accordance with the MSA and this EULA. It is clarified that the “Software” includes any software, data files, documentation, code, SDK, API, know-how and any updates or new versions thereof that Company may provide.

**2. Restrictions on Use.** You shall not, directly or indirectly: (a) copy, modify, distribute, sell, lease, sublicense, or otherwise transfer any rights in or to the Software; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Software; (c) use the Software to infringe the rights of any third party, including intellectual property, privacy, or data protection rights; (d) interfere with or circumvent any security or access controls of the Software; (e) upload or transmit any malicious code; (f) use the Software in any manner not expressly authorized under the MSA or this EULA; (g) use the Software outside the scope of your employment duties or for purposes unrelated to the Customer’s internal operations.

**3. Ownership.** The Software, including all related intellectual property rights, including, without limitation, any and all copyrights, trademarks, trade secrets, trade names, know-how, patents, materials, data, written text, computer software, derivatives, changes, suggestions and improvements thereof, shall remain the exclusive property of Company.

This Agreement does not convey to the Customer any interest in or to the Software, except for a limited right of use as set forth herein, terminable in accordance with this Agreement.

**4. User Account.** You are responsible for maintaining the confidentiality of your login credentials and for all activities conducted through your account. You agree to notify Company immediately of any unauthorized use or security breach related to your account. You agree not to impersonate another user or gain unauthorized access to any part of the Software.

**5. Feedback and Usage Data.** You undertake to notify Company of any and all design or functional errors, anomalies, and problems associated with the Software discovered by you. In addition, you will provide Company such information and feedback as will reasonably request. Any feedback, ideas, modifications, suggestions, improvements, and the like made by you related to the Software (“**Supportive Information**”), will be the sole property of the Company. You hereby assign all right, title, and interest worldwide in the Supportive Information and the related intellectual property rights to Company.

You will allow Company access to any data received from your products and relevant to the Software, and Company may use such data in order to develop and improve the Software.

**6. Third-Party Services and Integrations.** The Software may enable access to, or integration with, third-party services, applications, and data sources (“**Third-Party Services**”). Such Third-Party Services are made available solely as a convenience and are not under the control of the Company. The Company is not responsible for, and disclaims all liability with respect to, the content, accuracy, security, availability, or performance of any Third-Party Services. Use of any Third-Party Services is at your sole discretion and subject to the separate terms and policies of the respective third parties. Any data exchanged between you and such Third-Party Services is governed by the relevant agreements between you or the Customer and such third parties. The Company makes no representations or warranties regarding the continued availability of any integration or compatibility with any Third-Party Services and may modify or discontinue integrations at any time without liability.

**7. AI Functionalities.** The Software may include features powered by artificial intelligence and machine learning technologies (“**AI Functionalities**”), which may involve the use of third-party AI service providers. Any input you provide to the AI Functionalities (“**Input**”) and any generated output (“**Output**”) are your responsibility. You acknowledge that Output may be inaccurate, incomplete, or otherwise unreliable, and must not be used without appropriate human oversight.

You shall not:

- use Output to make any automated decisions with legal or material effects on any person;
- use Output to create competing models or services;
- misrepresent Output as human-generated content;
- attempt to reverse engineer or extract data from the AI systems;
- use the AI Functionalities for unethical or unlawful purposes.

All rights in and to the AI Functionalities, including proprietary models, systems, and algorithms, are owned by the Company.

**8. Privacy and Data Processing.** You acknowledge that Company may process personal data in accordance with its Privacy Policy, as amended from time to time. You agree not to submit any personal data to the Software unless expressly permitted by the Customer and required for use of the Software. If Company processes personal data on behalf of the Customer, such processing shall be governed by a separate Data Processing Agreement (DPA) as required by law.

**9. Confidentiality.** You acknowledge that, through your access to the Software, you may obtain confidential or proprietary information related to the Software, the Company, or its affiliates (“**Confidential Information**”). You agree to maintain the confidentiality of such information and not to disclose it to any third party, or use it for any purpose other than as expressly permitted under this EULA and the applicable MSA. Your obligations under this Section shall survive the termination of this EULA. The term “Confidential Information” does not include information that: (i) becomes publicly available through no breach of this EULA; (ii) was lawfully known to you without restriction prior to disclosure.

**10. Export Compliance and Sanctions** You agree not to use or access the Software in violation of any applicable export laws or trade sanctions. You represent that you are not located in, or a national of, any country subject to such sanctions or designated as a prohibited party under such laws.

**11. Updates and Modifications to the Software** Company reserves the right to modify, update, enhance, or discontinue any part of the Software at any time. Such changes may include functionality improvements or updates required for legal or security compliance. Continued use of the Software after such updates constitutes acceptance of those changes.

**12. Termination** This EULA shall terminate automatically upon the earlier of (a) termination or expiration of the MSA; or (b) your breach of any provision herein. Upon termination, you shall immediately cease all access to and use of the Software, and delete or return all related materials as directed by the Company.

**13. Disclaimer of Warranties** The Software is provided to you "as is" and "as available" without warranties of any kind, whether express, implied, statutory or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement. You acknowledge that by its nature, the Software and any other material provided by the Company, may contain errors, bugs, and other problems that could cause system failure.

**14. Indemnification.** You shall defend, indemnify and hold Company harmless from and against any claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to (a) your breach of this Agreement; (b) violation of any laws or regulations regarding the protection of privacy or data.

**15. Limitation of Liability** To the maximum extent permitted by law, in no event shall Company be liable to you for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, arising out of or related to your use or inability to use the Software, even if Company has been advised of the possibility of such damages.

**16. Compliance with Laws** You agree to use the Software in compliance with all applicable laws and regulations, including data protection, privacy, intellectual property, and export control laws.

**17. Modifications to this Agreement** Company reserves the right to modify this EULA at any time. If Company makes material changes, it will notify you through the Software or by other reasonable means, and shall also update this EULA on Company's Website. Continued use of the Software after any such modifications shall constitute your acceptance of the updated EULA.

**18. Governing Law and Jurisdiction** This EULA shall be governed by and construed in accordance with the laws governing the MSA. Any disputes arising under or in connection with this EULA shall be subject to the exclusive jurisdiction set forth in the MSA.

**19. Miscellaneous**

19.1 Company may assign at any time any of its rights and/or obligations hereunder to any third party without the User's consent. User may not assign any right or obligation under with Agreement without Company's prior explicit written consent.

19.2 In the event that a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it valid, enforceable and legal.

19.3 The failure of Company to enforce any right or provision in this EULA will not constitute a waiver of such right or provision unless acknowledged and agreed by Company in writing.

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*This EULA is intended to be used in conjunction with the Company's Master Services Agreement. In case of conflict between the MSA and this EULA, the terms of the MSA shall prevail.*