



# END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("Agreement") is a legally binding agreement between **Nexura Technologies Pvt. Ltd.**, a company incorporated under the laws of India, having its registered office at **FLAT NO. A5-14, SPACE PRIVY AT4, SECTOR 84, Gurgaon, Sadar Bazar, Haryana, India – 122001** ("Company", "Wyzard", "we", "us", or "our"), and the entity or individual accessing or using the Wyzard.ai services ("Customer", "you", or "your").

By accessing or using the Wyzard.ai product through AWS Marketplace, you agree to be bound by the terms of this Agreement. If you do not agree, do not access or use the Product.

---

## 1. Product Description

"**Wyzard.ai**" is a cloud-based Software-as-a-Service (SaaS) platform providing Signal-to-Revenue AI capabilities, orchestrating business and engagement signals into revenue outcomes using artificial intelligence with precision and human oversight (the "Product").

---

## 2. License Grant

Subject to your compliance with this Agreement and payment of applicable fees via AWS Marketplace, Wyzard grants you a **limited, non-exclusive, non-transferable, revocable license** to access and use the Product solely for your internal business purposes during the applicable subscription term.

No rights are granted except as expressly stated herein.

---

## 3. Usage Restrictions

You shall not, and shall not permit any third party to:

- Resell, sublicense, lease, rent, distribute, or commercially exploit the Product;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of the Product;
- Use the Product or its output to train, fine-tune, or improve any third-party artificial intelligence or machine learning models;



- Use the Product in violation of applicable laws, regulations, or third-party rights;
- Interfere with or disrupt the integrity or performance of the Product.

Redistribution of output generated by the Product outside your organization is permitted, provided such use complies with applicable laws and does not violate this Agreement.

---

## 4. Subscription, Billing, and Credits

The Product is offered on a credit-based consumption model via AWS Marketplace.

- Fees, invoicing, payments, and taxes are handled exclusively by AWS Marketplace in accordance with its terms.
  - Credits purchased are consumed based on Product usage.
  - **All fees are non-refundable and non-cancellable, and unused credits are not refundable**, except as required by applicable law.
- 

## 5. Data Protection and Privacy

Your use of the Product is subject to Wyzard.ai's Privacy Policy, available at <https://wyzard.ai/privacy-policy/>, which is incorporated herein by reference.

You acknowledge that Wyzard may process customer data, personal data, and usage data in accordance with the Privacy Policy and applicable data protection laws. You represent that you have all necessary rights and consents to provide such data to Wyzard.

---

## 6. Intellectual Property Rights

Wyzard retains all right, title, and interest in and to the Product, including all intellectual property rights therein. This Agreement does not grant you any ownership rights in the Product.

The customer retains ownership of its data. Wyzard may use aggregated and anonymized data for analytics, product improvement, and business purposes.

---

## 7. Warranties and Disclaimers



THE PRODUCT IS PROVIDED "**AS IS**" AND "**AS AVAILABLE**", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Wyzard does not warrant that the Product will be uninterrupted, error-free, or meet your specific requirements.

---

## 8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WYZARD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

WYZARD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY YOU FOR THE PRODUCT IN THE **TWELVE (12) MONTHS** PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

---

## 9. Term and Termination

This Agreement remains in effect for the duration of your AWS Marketplace subscription unless terminated earlier.

Wyzard may suspend or terminate your access immediately if you breach this Agreement. Upon termination, your license to use the Product will cease.

---

## 10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of **India**.

The courts of **Haryana, India**, shall have exclusive jurisdiction over any disputes arising out of or relating to this Agreement.

---

## 11. General



- This Agreement constitutes the entire agreement between the parties regarding the Product.
  - If any provision is held unenforceable, the remaining provisions shall remain in full force.
  - Failure to enforce any right shall not constitute a waiver.
- 

## 12. Contact Information

For legal notices or support inquiries, contact:

**Nexura Technologies Pvt. Ltd.**

Email: [tech@wyzard.ai](mailto:tech@wyzard.ai)

Address: FLAT NO. A5-14, SPACE PRIVY AT4, SECTOR 84, Gurgaon, Sadar Bazar, Haryana, India – 122001

---

**Authorized Signatory:**

Name: Rahul Jain

Title: Chief Executive Officer