

End User License Agreement

Effective date: May 1, 2026 · Nexagen Networks LLC

This End User License Agreement ("Agreement") governs your access to and use of the SoldierIQ service (the "Service") provided by Nexagen Networks LLC ("Nexagen"). By accessing or using the Service, you agree to be bound by this Agreement.

1. License Grant

Nexagen grants customers a non-exclusive, non-transferable right to access and use the Service for your internal business purposes during the subscription term, contingent on compliance with this Agreement and timely payment of fees.

2. Prohibited Uses

Customers may not engage in reverse engineering, resell the Service without authorization, develop competing products, or violate applicable export controls. Customers may not use the Service for activities that could result in death, serious personal injury, or environmental harm without Nexagen's separate written consent.

3. Customer Data — Ownership and Use

You retain all rights, title, and interest in and to Customer Data. Nexagen processes Customer Data solely to provide and improve the Service.

4. Data Export

Authorized tenant owners may request machine-readable exports of Customer Data via the designated API endpoint or by email. Exports are delivered as a ZIP archive within five business days and include members, repositories, deployments, audit logs, licenses, support tickets, and secret metadata (excluding plaintext secret values).

5. Data Deletion

Customer Data is deleted within thirty (30) days of termination or a verified deletion request. Audit logs are retained for an additional 365 days before being purged.

6. Audit Log Retention

Audit log records are retained for at least 395 days from the date the event occurred.

7. Service Level Agreement

Availability commitments for the Service are defined in the separate Service Level Agreement (SLA).

8. Confidentiality

Each party will protect the other party's confidential information using at least a reasonable standard of care and will use it only as permitted under this Agreement.

9. Warranties and Disclaimer

Nexagen warrants that the Service will perform materially as documented. **EXCEPT AS EXPRESSLY STATED, THE SERVICE IS PROVIDED "AS IS," AND NEXAGEN DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

10. Limitation of Liability

Each party's aggregate liability is capped at the fees paid in the twelve (12) months preceding the claim, except for breaches of confidentiality, infringement, or gross negligence. Neither party is liable for indirect, incidental, special, or consequential damages.

11. Indemnification

Nexagen will defend the customer against third-party claims that the Service infringes a patent or copyright, subject to standard exclusions and carve-outs.

12. Term and Termination

This Agreement runs for the subscription term. Either party may terminate for material breach if the breach remains uncured thirty (30) days after written notice.

13. Governing Law

This Agreement is governed by the laws of the State of New Jersey. Disputes will be resolved in the state or federal courts located in [Venue].

14. Contact

Legal: legal@nexagen.com

Support: support@nexagen.com

Security: security@nexagen.com
