END USER LICENSE AGREEMENT (EULA)

Last Updated: [August 25, 2025]

This End User License Agreement ("**Agreement**") is entered into by and between **Iron Fort Solutions, Inc.**, a Delaware corporation with its principal place of business in Nashville, Tennessee ("**Iron Fort**"), and the individual or legal entity ("**Customer**") accessing or using Iron Fort's software, platform, or related services (collectively, the "**Software**").

BY CLICKING "I AGREE," INSTALLING, ACCESSING, OR USING THE SOFTWARE, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE, CUSTOMER MAY NOT ACCESS OR USE THE SOFTWARE.

1. DEFINITIONS

1.1 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

1.2 **"Authorized User"** means an employee, contractor, or agent of Customer who is authorized to access and use the Software under Customer's account.

1.3 **"Customer Data"** means any data, content, or information submitted, uploaded, or otherwise made available by Customer or its Authorized Users through the Software, including Personal Data and Sensitive Data.

1.4 **"Personal Data"** means information relating to an identified or identifiable individual, as defined under applicable privacy laws (including but not limited to GDPR, CCPA, HIPAA, or similar).

1.5 **"Sensitive Data"** means any information subject to heightened protection under applicable laws, including without limitation health data, financial data, payment card data, government-classified information, or other data designated as confidential by Customer.

1.6 **"De-Identified Data"** means Customer Data that has been stripped of identifiers such that it cannot reasonably be used to identify an individual or Customer.

1.7 **"Usage Data"** means metrics, logs, telemetry, performance data, and other technical information generated by Customer's use of the Software, excluding Customer Data.

1.8 **"Improvements"** means all modifications, enhancements, updates, derivative works, bug fixes, feature requests, feedback, or suggestions relating to the Software.

1.9 **"Third-Party Services"** means software, products, or services not developed by Iron Fort but which may interoperate with or be accessible through the Software.

1.10 **"Confidential Information"** has the meaning set forth in Section 8.

1.11 **"Iron Fort Technology"** means the Software, documentation, APIs, algorithms, AI/ML models, processes, designs, source code, object code, infrastructure, and all intellectual property rights therein.

2. LICENSE GRANT AND RESTRICTIONS

2.1 **License Grant.** Subject to this Agreement, Iron Fort grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Software for Customer's internal business purposes during the Term.

2.2 **Restrictions.** Customer shall not:
(a) sublicense, sell, rent, lease, or distribute the Software;
(b) reverse engineer, decompile, or disassemble the Software;
(c) use the Software to create a competitive product or service;
(d) remove, alter, or obscure proprietary notices;
(e) use the Software in violation of applicable law, including export control laws; or
(f) permit access by unauthorized third parties.

3. CUSTOMER DATA

3.1 **Ownership.** Customer retains all rights, title, and interest in and to Customer Data.

3.2 **License to Iron Fort.** Customer grants Iron Fort a worldwide, royalty-free, non-exclusive license to use, host, copy, transmit, and display Customer Data solely to provide and support the Software.

3.3 **De-Identified Data and Usage Data.** Iron Fort may create, collect, and use De-Identified Data and Usage Data for analytics, benchmarking, research, and to train and improve its proprietary systems. Iron Fort retains all rights in such data and derivatives.

3.4 **Data Return and Deletion.** Upon termination, Customer may request return of Customer Data within thirty (30) days. Thereafter, Iron Fort may delete or de-identify Customer Data, subject to legal or regulatory retention requirements.

3.5 **Security.** Iron Fort will implement reasonable technical and organizational measures designed to protect Customer Data from unauthorized access, disclosure, or destruction.

4. AI TRAINING AND IMPROVEMENTS

4.1 **AI Training.** Customer acknowledges and agrees that Iron Fort may use De-Identified Data and Usage Data to train, refine, and improve its proprietary AI and machine learning systems. All resulting systems, models, and outputs are the exclusive property of Iron Fort.

4.2 **Improvements and Feedback.** All Improvements, including those suggested, requested, or provided by Customer, shall be owned exclusively by Iron Fort. Customer hereby assigns to Iron Fort all rights, title, and interest in and to Improvements and waives any moral rights therein.

4.3 **Further Assurances.** Customer agrees to execute documents and take actions reasonably necessary to effectuate Iron Fort's ownership of Improvements.

5. SERVICE AVAILABILITY AND SUPPORT

5.1 **Availability.** Iron Fort will use commercially reasonable efforts to maintain availability of the Software, subject to scheduled maintenance, emergency downtime, and factors beyond its control.

5.2 **Support.** Iron Fort will provide support services as described in its support policy or applicable order form.

5.3 **Updates.** Iron Fort may provide updates, enhancements, or modifications, which will be subject to this Agreement.

6. THIRD-PARTY SERVICES AND OPEN SOURCE

6.1 **Third-Party Services.** Customer's use of Third-Party Services is governed solely by the applicable provider's terms. Iron Fort is not responsible for Third-Party Services.

6.2 **Open Source Software.** Certain components of the Software may be subject to open source licenses. In the event of conflict between such licenses and this Agreement, the open source licenses shall control with respect to those components.

7. COMPLIANCE

7.1 **Framework-Specific Obligations.** Where Customer Data is subject to laws or regulations (including HIPAA, HITECH, GDPR, CCPA, PCI DSS, FedRAMP, or similar), the parties may execute supplemental agreements (e.g., Business Associate Agreement, Data Processing Agreement).

7.2 **Customer Responsibility.** Customer is solely responsible for ensuring its use of the Software complies with applicable laws and obtaining any required consents.

7.3 **Export Controls.** Customer shall not export or re-export the Software except in compliance with U.S. export laws and regulations.

7.4 **Anti-Corruption.** Customer represents that it will not use the Software in violation of anti-corruption laws, including the U.S. Foreign Corrupt Practices Act.

8. CONFIDENTIALITY

8.1 **Obligations.** Each party shall protect the other's Confidential Information with at least the same degree of care it uses for its own, but in no event less than reasonable care.

8.2 **Exclusions.** Confidential Information does not include information that is (a) public without breach; (b) independently developed; or (c) rightfully received without restriction.

8.3 **Compelled Disclosure.** A party may disclose Confidential Information if legally compelled, provided it gives prompt notice (where permitted by law).

9. WARRANTIES AND DISCLAIMERS

9.1 **Mutual Warranties.** Each party represents it has the right and authority to enter into this Agreement.

9.2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED, THE SOFTWARE IS PROVIDED "AS IS." IRON FORT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10. INDEMNIFICATION

10.1 **By Customer.** Customer shall indemnify, defend, and hold harmless Iron Fort and its Affiliates from any claims, damages, or liabilities arising from (a) Customer Data; (b) Customer's misuse of the Software; or (c) Customer's violation of law or third-party rights.

10.2 **By Iron Fort.** Iron Fort shall indemnify Customer against claims alleging that the Software infringes a third party's U.S. intellectual property rights, except where such claim arises from Customer Data, unauthorized modifications, or combination with third-party products.

11. LIMITATION OF LIABILITY

11.1 **Cap.** Iron Fort's aggregate liability shall not exceed amounts paid by Customer in the twelve (12) months preceding the claim.

11.2 **Exclusions.** Neither party shall be liable for indirect, incidental, special, consequential, or punitive damages.

11.3 **Exceptions.** The limitations do not apply to indemnification obligations or breaches of confidentiality.

12. TERM AND TERMINATION

12.1 **Term.** This Agreement begins upon acceptance and continues until terminated.

12.2 **Termination for Cause.** Either party may terminate for material breach not cured within thirty (30) days of notice.

12.3 **Termination for Convenience.** Iron Fort may terminate on thirty (30) days' written notice if Customer materially violates acceptable use restrictions.

12.4 **Effect of Termination.** Customer must cease use of the Software. Customer may request return of Customer Data as set forth in Section 3.4.

13. GOVERNMENT USE

If Customer is a U.S. Government entity, the Software is provided as "commercial computer software" under FAR 12.212 and DFARS 227.7202. Rights are limited as set forth in this Agreement.

14. GENERAL PROVISIONS

14.1 **Governing Law.** This Agreement is governed by the laws of Delaware, without regard to conflicts of law.

14.2 **Dispute Resolution.** Any dispute shall be resolved in the courts located in Nashville, Tennessee, and the parties consent to such jurisdiction. The parties waive jury trial.

14.3 **Assignment.** Customer may not assign this Agreement without Iron Fort's prior written consent.

14.4 **Entire Agreement.** This Agreement, together with supplemental agreements, constitutes the entire agreement between the parties.

14.5 **Severability.** If any provision is held invalid, the remainder shall remain in effect.

14.6 **Force Majeure.** Neither party is liable for delay or failure due to causes beyond reasonable control.

14.7 **Notices.** Notices shall be in writing and deemed delivered upon personal delivery, confirmed email, or certified mail.

14.8 **Waiver.** Failure to enforce any provision shall not be deemed a waiver of future enforcement.