



Cyberhill Partners Inc.

End User License Agreement

IMPORTANT: PLEASE READ CAREFULLY BEFORE ACCEPTING

This End User License Agreement ("Agreement" or "EULA") is a binding legal agreement between you or the organization you represent ("Client") and Cyberhill Partners Inc., a Delaware corporation ("CHP"). BY CLICKING "ACCEPT," COMPLETING A PURCHASE OR SUBSCRIPTION, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, CLIENT ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF CLIENT DOES NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SOFTWARE.

Software	As identified at point of purchase or in applicable order documentation
Platform	Cyberhill.ai / AWS Marketplace / Other Authorized Channel
Licensor	Cyberhill Partners Inc.
Governing Law	Delaware
Last Revised	July 01, 2026
Effective Date	Date of first access or acceptance

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1. DEFINITIONS

- 1.1 "Agreement."** "Agreement" means this End User License Agreement, including all exhibits and addenda incorporated herein by reference.
- 1.2 "Aggregated Data."** "Aggregated Data" means data and information derived from Client Data and/or Client's use of the Software that is used by CHP in an aggregate and de-identified manner, including to compile statistical and performance information related to the provision and operation of the Software. Aggregated Data does not include Usage Data.
- 1.3 "Client Data."** "Client Data" means, other than Aggregated Data and Usage Data, information, data, and other content, in any form or medium, that is owned by Client and processed by or through the Software in Client's environment.
- 1.4 "Documentation."** "Documentation" means CHP-provided user documentation, in all forms, relating to the Software in hard copy or electronic form (e.g., user manuals, technical specifications, and online help files).
- 1.5 "Generic Tools."** "Generic Tools" means coding, programming, or designing techniques, processes, workflows, architecture, trade secrets, methodology, APIs, functions, applications, knowledge, experience, skills, templates, other know-how, and related Intellectual Property Rights developed by CHP prior to or independently of any engagement with Client, which CHP may use across client engagements, to the extent they do not include any Client Data or Client Confidential Information.
- 1.6 "Intellectual Property Rights."** "Intellectual Property Rights" means any and all now known or hereafter existing (a) patents, patent rights, and industrial property rights; (b) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (c) trademark or service mark rights; (d) trade secrets, inventions, know-how, methodologies, algorithms, models, source code, object code, and other proprietary rights of any kind, whether registered or unregistered; and (e)

all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

- 1.7 "Output."** "Output" means content, data, information, recommendations, and other materials generated through the Software by or for Client through the processing of Client Data.
- 1.8 "Software."** "Software" means any CHP software product(s) that Client has licensed or subscribed to, as identified at the point of purchase, in an applicable order confirmation, or in a Quote issued by CHP, including all updates, upgrades, and new versions thereof made generally available by CHP during the applicable Subscription Term.
- 1.9 "Subscription Term."** "Subscription Term" means the period during which Client has an active paid license or subscription to the Software, as set forth in the applicable order documentation, purchase confirmation, or Quote issued by CHP.
- 1.10 "Usage Data."** "Usage Data" means anonymized and de-identified telemetry, performance metrics, usage statistics, system logs, and related operational data generated by Client's use of the Software, collected by or on behalf of CHP. Usage Data does not include any Client Data or any information that identifies or reasonably could identify Client or any individual user.

2. ACCEPTANCE

- 2.1 Acceptance.** By clicking "Accept," completing a purchase or subscription, or otherwise accessing or using the Software, Client accepts and agrees to be bound by the terms of this Agreement. Client represents that it has full power and authority to enter into this Agreement and, if entering on behalf of an organization, is duly authorized to bind that organization.
- 2.2 Authorized Channels.** The Software may be made available through CHP's website, a third-party marketplace (such as AWS Marketplace or Azure Marketplace), or another authorized distribution channel (each, an "Authorized Channel"). Where Client purchases or subscribes through a

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third-party marketplace: (a) payment, subscription management, and technical enforcement of license quantities may be administered by the marketplace operator pursuant to Client's agreement with that operator; and (b) this Agreement governs Client's substantive license rights and obligations with respect to the Software and does not modify or supersede any agreement between Client and the marketplace operator. Where Client purchases directly through CHP, payment and subscription management will be governed by the applicable order documentation or Quote.

- 2.3 Updates to Agreement.** CHP reserves the right to update or modify this Agreement at any time. CHP will provide reasonable notice of material changes by email, through the Software, or by updating the Agreement on CHP's website. Continued use of the Software following the effective date of any modification constitutes Client's acceptance of the modified Agreement.

3. LICENSE GRANT

- 3.1 License.** Subject to Client's compliance with all terms and conditions of this Agreement and timely payment of applicable fees, CHP hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the Subscription Term to: (a) access and use the Software solely for Client's internal business purposes; and (b) use and reproduce a reasonable number of copies of the Documentation solely to support Client's authorized use of the Software.

- 3.2 Restrictions.** Except as may be expressly permitted by applicable law, Client agrees that it shall not, and shall not permit any other party to: (a) copy, reproduce, distribute, or resell the Software or Documentation; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Software to any third party; (d) modify, adapt, alter, translate, or create derivative works from the Software; (e) access or use the Software to build or develop any similar or competing product or service; (f) remove, alter, or obscure any proprietary notices on the Software or Documentation; or (g) use

the Software in any manner that violates applicable laws, rules, or regulations.

- 3.3 Third-Party Components.** Client is responsible for obtaining and maintaining all licenses, consents, and approvals required for any third-party software, systems, or infrastructure that Client provides, deploys, or makes available in connection with the Software. CHP shall have no liability arising from Client's failure to secure such rights or maintain such infrastructure.

4. CHP TECHNOLOGY; OWNERSHIP

- 4.1 CHP Technology.** The Software, Documentation, and all worldwide Intellectual Property Rights in each of the foregoing (collectively, the "CHP Technology") are the exclusive property of CHP and its suppliers. All rights in and to the CHP Technology not expressly granted to Client in this Agreement are reserved by CHP and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Client regarding the CHP Technology or any part thereof, including any right to obtain possession of any source code, data, or other technical material related to the CHP Technology.

- 4.2 Generic Tools.** Notwithstanding any other provision of this Agreement, CHP retains all right, title, and interest in and to: (a) CHP Technology and its full technology stack across all product lines; (b) all generic and pre-existing ontologies, taxonomies, semantic models, data structures, AI model architectures, data pipeline templates, and semantic tooling that CHP uses or adapts across client engagements; (c) CHP's engineering methodology, implementation processes, deployment playbooks, configuration logic, and accumulated know-how developed prior to or independently of any engagement; and (d) any improvements, enhancements, or innovations to CHP's platform or products, to the extent they constitute Generic Tools.

- 4.3 Client Data.** As between the Parties, all right, title, and interest in Client Data and the Outputs are the exclusive property of Client. Client grants CHP a non-exclusive, worldwide, royalty-free license during the Subscription Term to process Client Data

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solely as necessary to provide, maintain, and improve the Software and to de-identify and aggregate such Client Data to create Aggregated Data.

4.4 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to CHP suggesting or recommending changes to CHP's intellectual property, including new features or functionality ("Feedback"), CHP is free to use such Feedback irrespective of any other obligation or limitation. Client hereby assigns to CHP all right, title, and interest in and to any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever.

5. USAGE DATA

5.1 Collection. CHP requires, and Client hereby expressly grants to CHP, the right to collect, store, retain, and use Usage Data generated by Client's use of the Software. Usage Data shall be anonymized and de-identified prior to collection and shall not include any Client Data or personally identifiable information.

5.2 Ownership. As between CHP and Client, all right, title, and interest in and to Usage Data shall be owned solely by CHP. CHP may use Usage Data to: (a) monitor and improve the performance, security, and functionality of the Software; (b) develop new features, products, and services; (c) compile and publish Aggregated Data in compliance with applicable law; and (d) fulfill any regulatory or contractual reporting obligations, provided that any disclosure identifies neither Client nor individual users.

5.3 No Personal Data. Usage Data shall at all times be anonymized and shall not constitute personal data subject to applicable privacy laws (including, without limitation, the General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act ("CCPA")). Client represents and warrants that it will implement appropriate technical measures to ensure that no personally identifiable information is included in Usage Data. To the extent any Usage Data could be considered personal data under applicable law due to the nature of Client's deployment, the Parties shall negotiate and

execute a Data Processing Addendum prior to such collection.

6. AI TOOLS

6.1 Artificial Intelligence Tools. The Software leverages certain proprietary and third-party artificial intelligence tools (collectively, the "AI Tools"). The AI Tools leverage large language models and artificial intelligence algorithms to generate Output in response to Client's inputs. CHP does not make any representations with respect to any Output provided in connection therewith. CHP IS NOT RESPONSIBLE FOR ANY OUTPUT GENERATED THEREBY, AND CLIENT USES SUCH OUTPUT AT ITS OWN RISK. CLIENT, AND NOT CHP, SHALL BE SOLELY RESPONSIBLE FOR ITS USE OF THESE FUNCTIONS, INCLUDING ANY USE OF THE RESULTS OF ANY INPUTS AND DECISIONS MADE OR ACTIONS TAKEN BASED ON ANY SUCH RESULTS. CLIENT ACKNOWLEDGES AND AGREES THAT CHP WILL NOT BE HELD LIABLE FOR THE AI TOOLS OR OTHER SERVICES PROVIDING INACCURATE INFORMATION TO CLIENT.

6.2 Responsible Use. Client is solely responsible for reviewing any Output prior to its use and exercising its own business and legal judgment as to its suitability. Client shall not use the Software in any manner that: (a) infringes or misappropriates any third party's intellectual property rights; (b) is deceptive, discriminatory, defamatory, obscene, pornographic, or illegal; (c) contains any viruses, worms, or other malicious computer programming codes that may damage the Software; or (d) violates applicable laws, rules, or regulations. CHP reserves the right to suspend or terminate Client's access to the AI Tools for any failure by Client to comply with this Section.

6.3 AI Model Restrictions. Client Data will not be used to train or retrain any AI model of a third party providing the AI Tools or shared with any such third-party AI service provider without Client's prior written consent; provided, however, that CHP may use Aggregated Data based on Client Data and Usage Data to train or improve its own AI or machine learning models.

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7. TERM AND TERMINATION

7.1 Term. This Agreement commences on the date Client first accepts it and continues for the duration of Client's Subscription Term. Where Client subscribes through a third-party marketplace, renewal and cancellation are governed by that marketplace's then-current policies. Where Client subscribes directly through CHP, the Subscription Term will renew annually unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination for Cause. CHP may terminate this Agreement and Client's access to the Software immediately upon written notice if Client materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof specifying the breach in reasonable detail.

7.3 Effect of Termination. Upon termination or expiration of this Agreement: (a) all license rights granted hereunder shall immediately terminate and Client shall cease all use of the Software; (b) Client will promptly destroy or return all copies of the Software and Documentation in its possession; and (c) each Party will promptly return or destroy the other Party's Confidential Information upon written request.

7.4 Survival. Sections 1, 4 (4.1, 4.2, 4.4), 5, 7.3, 7.4, 8, 9, 10, 11, 12, and 13 will survive termination or expiration of this Agreement.

8. CONFIDENTIALITY

8.1 Confidential Information. "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party") that (a) is marked or identified as confidential or proprietary, or (b) by its nature would reasonably be understood to be confidential, including all pricing, financial information, technical specifications, product roadmaps, Client Data, and all terms of this Agreement.

8.2 Obligations. The Receiving Party will not use any Confidential Information for any purpose not expressly permitted by this Agreement, and will disclose Confidential Information only to employees or contractors who have a need to know and who are bound

by confidentiality obligations at least as protective as those set forth herein. The Receiving Party will protect Confidential Information with no less than reasonable care.

8.3 Exceptions. Confidential Information excludes information that: (a) was already lawfully known to the Receiving Party at the time of disclosure; (b) is disclosed by a third party who is not in violation of any confidentiality obligation; (c) is or becomes generally available to the public other than through the Receiving Party's breach; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

8.4 Remedies. The Receiving Party acknowledges that a breach of this Section 8 could cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, in addition to all other remedies available at law or equity, the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief.

9. WARRANTIES; DISCLAIMER

9.1 Limited Warranty. CHP warrants that, during the Subscription Term, the Software will perform in all material respects in accordance with the applicable Documentation. Provided that Client notifies CHP in writing of any non-conformance within thirty (30) days following discovery thereof, specifying the non-conformance in reasonable detail, CHP will, as Client's sole and exclusive remedy for breach of the foregoing warranty, use commercially reasonable efforts to correct the non-conformance or, at CHP's option, refund the pro-rated portion of pre-paid fees allocable to the affected portion of the Subscription Term following the date of written notice.

9.2 Client Warranty. Client represents and warrants to CHP that: (a) Client owns the Client Data, or has the necessary licenses, rights, consents, and permissions to authorize CHP to process the Client Data in accordance with this Agreement; (b) Client Data and the use of Client Data as contemplated by this Agreement does not and will not infringe, violate, or

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misappropriate any third-party right, including any Intellectual Property Right, or violate any applicable law or regulation; and (c) Client will use the Software in compliance with the Documentation and all applicable laws and regulations.

9.3 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9.1, THE SOFTWARE AND CHP TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CHP SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. CHP DOES NOT WARRANT THAT THE SOFTWARE WILL SATISFY CLIENT'S REQUIREMENTS, BE WITHOUT DEFECT OR ERROR, OR THAT OPERATION WILL BE UNINTERRUPTED. CHP MAKES NO WARRANTY THAT OUTPUTS WILL PROVIDE ACCURATE, TAILORED, OR INFORMATIVE RESULTS OR BE FIT FOR ANY PARTICULAR USE CASE.

10. LIMITATION OF LIABILITY

10.1 Limitation. EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, (C) MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (D) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (I) IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) CHP'S SOLE LIABILITY FOR ALL CLAIMS OR CAUSES OF ACTION SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CLIENT TO CHP UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY

PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. INDEMNIFICATION

11.1 Indemnification by Client. Except to the extent attributable to the gross negligence or willful misconduct of CHP, Client will indemnify, defend, and hold CHP and its officers, directors, employees, and agents harmless from and against any and all loss, liability, damage, and expense (including reasonable, documented out-of-pocket attorneys' fees) arising out of any third-party demand, claim, suit, or judgment relating to: (a) Client's breach of Sections 3.2, 9.2, or this Agreement generally; (b) Client's use of the Software in a manner not authorized by this Agreement; or (c) any claim that Client Data or any personal data collected or processed in connection with Client's use of the Software infringes or violates any third-party right or applicable law.

11.2 Procedure. Client will provide CHP with prompt written notice of any claim subject to indemnification under Section 11.1. CHP will have the right to select counsel and control the defense, subject to Client's reasonable cooperation. No settlement shall be entered into on behalf of CHP without CHP's prior written consent.

12. PRIVACY AND DATA PROTECTION

12.1 Compliance. Each Party shall comply with all applicable privacy and data protection laws and regulations in connection with its activities under this Agreement, including, without limitation, GDPR, CCPA/CPRA, and any other applicable privacy laws.

12.2 Data Processing Addendum. To the extent that any processing of personal data on behalf of Client is required under this Agreement (for example, in connection with a deployment where telemetry or usage metrics are or may be associated with individual users), the Parties shall negotiate and execute a separate Data Processing Addendum ("DPA") prior to commencement of such processing, which DPA shall govern the terms on which CHP processes such personal data.

13. GENERAL PROVISIONS

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- 13.1 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware for all disputes arising under this Agreement.
- 13.2 Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 13.3 Supersedure by Direct Agreement.** If Client and CHP subsequently execute a written Master License Agreement, Master Services Agreement, or other direct commercial agreement governing Client's use of the Software or other CHP products, such executed agreement shall supersede and replace this EULA in its entirety with respect to Client's use of the Software from and after the effective date of that agreement.
- 13.4 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, relating thereto, except as provided in Section 13.3. This Agreement may be amended only by a written instrument signed by duly authorized representatives of both Parties.
- 13.5 Assignment.** Client may not assign this Agreement or any rights hereunder without CHP's prior written consent. CHP may assign this Agreement without consent to any entity controlling, controlled by, or under common control with CHP, or in connection with any merger, acquisition, or sale of substantially all of CHP's assets, provided that the assignee agrees in writing to be bound by all terms of this Agreement.
- 13.6 Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.
- 13.7 Waiver.** No waiver of any breach of this Agreement will be deemed a waiver of any other or subsequent breach. All waivers must be in writing.
- 13.8 Relationship of Parties.** The relationship of the Parties hereunder will always and only be that of independent contractors. No provision of this Agreement will be construed to create a joint venture or partnership.
- 13.9 Notices.** Notices to CHP under this Agreement shall be sent to: Cyberhill Partners Inc., ATTN: Contracts and Compliance, 1985 Riviera Drive, Suite 103-1138, Mount Pleasant, SC 29464; email: legal@cyberhillpartners.com.

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