

# NetAI Inc. End-User License Agreement (EULA)

Last Updated: August 4, 2025

This End-User License Agreement (“Agreement”) is a legal contract between you (“User,” “Licensee,” or “Customer”) and NetAI Inc., a Delaware corporation with principal offices at 860 Tybalt Drive, San Jose, CA, United States (“Licensor,” “NetAI,” “we,” or “us”), regarding your use of the NetAI AI-NOC software (“Product,” “Software,” or “AI-NOC”).

By installing, accessing, or using the Product, you agree to be bound by the terms of this Agreement. If you do not agree to these terms, do not install or use the Product.

## 1. Introduction

- Product Name: NetAI AI-NOC (including all associated modules, updates, and documentation)
- Licensor: NetAI Inc.
- Agreement to Terms: By using the Product, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

## 2. License Grant

2.1 Scope of License: NetAI Inc. grants you a limited, non-exclusive, non-transferable, revocable license to install and use the Product solely for your internal business operations and only in accordance with the documentation and the terms of this Agreement.

2.2 License Type: The license is perpetual or time-limited as specified in your order form, purchase agreement, or subscription. The license is restricted to the number of

users, devices, or monitored elements set forth in your order documentation.

2.3 Permitted Use: The Product may be used only for internal business purposes, network monitoring, and management within your organization. Evaluation licenses may be subject to additional restrictions and expiration dates.

### 3. Restrictions

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

- a. Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Product, except as permitted by law;
- b. Modify, adapt, translate, or create derivative works of the Product;
- c. Sell, sublicense, lease, rent, loan, assign, transfer, or otherwise distribute the Product to any third party;
- d. Remove or alter any proprietary notices or labels on the Product;
- e. Use the Product to provide services to third parties (e.g., as a managed service provider) without NetAI's express written consent;
- f. Use the Product in violation of any applicable law, regulation, or third-party rights;
- g. Circumvent or disable any security or technological features of the Product.

### 4. Ownership

- The Product is licensed, not sold.
- NetAI Inc. retains all rights, title, and interest in and to the Product, including all intellectual property rights, enhancements, modifications, and derivatives thereof, regardless of the form or media in which the original or copies may exist.
- No rights are granted to you except as expressly set forth herein.

### 5. Support and Updates

5.1 Support: NetAI may provide technical support, maintenance, or updates as

described in your subscription, purchase, or support contract. Access to premium or 24x7 support may require a separate agreement and additional fees.

5.2 Updates: NetAI may, at its sole discretion, provide updates, patches, or enhancements to the Product. Updates may be subject to additional terms and conditions.

5.3 End of Life: NetAI reserves the right to discontinue support for the Product or specific versions, with reasonable advance notice.

## 6. Term and Termination

6.1 Term: This Agreement is effective as of the date you first install or use the Product and remains in effect until terminated.

6.2 Termination for Breach: NetAI may terminate this Agreement immediately upon written notice if you breach any term of this Agreement.

6.3 Termination for Convenience: Either party may terminate this Agreement as specified in your purchase or subscription contract.

6.4 Effect of Termination: Upon termination, you must immediately cease all use of the Product and destroy all copies in your possession or control. Sections relating to Restrictions, Ownership, Confidentiality, Disclaimer of Warranty, Limitation of Liability, and Governing Law survive termination.

## 7. Disclaimer of Warranty

- THE PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.
- NETAI DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- NETAI DOES NOT WARRANT THAT THE PRODUCT WILL BE ERROR-FREE,

UNINTERRUPTED, OR MEET YOUR REQUIREMENTS.

#### 8. Limitation of Liability

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, NETAI'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- IN NO EVENT SHALL NETAI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles.
- Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware, USA.

#### 10. Confidentiality

- You agree to maintain the confidentiality of all non-public information disclosed by NetAI, including but not limited to business, technical, and financial information, and to use such information only as necessary for your permitted use of the Product.

#### 11. Export Compliance

- You agree to comply with all applicable export laws and regulations and not to export or re-export the Product to countries or entities prohibited by U.S. law.

## 12. Audit Rights

- NetAI reserves the right to audit your use of the Product to ensure compliance with this Agreement, upon reasonable notice and during normal business hours.

## 13. Miscellaneous

a. Entire Agreement: This Agreement, together with any applicable order forms or support contracts, constitutes the entire agreement between you and NetAI regarding the Product.

b. Amendments: Any modification or amendment must be in writing and signed by both parties.

c. Assignment: You may not assign or transfer this Agreement without NetAI's prior written consent.

d. Waiver: Failure to enforce any provision does not constitute a waiver of future enforcement.

e. Severability: If any part of this Agreement is found invalid, the remaining provisions will remain in full force and effect.

## 14. Contact Information

For questions about this Agreement or to contact NetAI Inc., please use the following:

- Email: [info@netai.ai](mailto:info@netai.ai)

- Mail: NetAI Inc., 860 Tybalt Drive, San Jose, CA, United States

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[NetAI Inc. logo and branding to be added on cover and header/footer for official use]