



GUARD DOG PLATFORM END USER LICENSE AGREEMENT AND TERMS OF USE

IMPORTANT – READ CAREFULLY BEFORE PROCEEDING. YOUR USE OF ANY HARDWARE SECURITY DEVICE(S), DOWNLOADABLE SOFTWARE PRODUCTS, CLOUD SERVICE OR RELATED PROCESSES, FEATURES OR SERVICES AVAILABLE ON OR THROUGH THE GUARD DOG PLATFORM OR WEBSITE IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE FOLLOWING AGREEMENT.

YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING ON THE AGREE BUTTON AS MAY BE DESIGNATED BY THE COMPANY TO SHOW THESE TERMS AND/OR TO INSTALL ANY GUARD DOG PRODUCT, SERVICE OR FEATURE OR ANY RELATED SOFTWARE (COLLECTIVELY “GUARD DOG PLATFORM”), YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT. YOU WILL NOT BE PERMITTED TO USE THE GUARD DOG PLATFORM AND ANY ASSOCIATED SERVICES UNLESS AND UNTIL YOU AGREE TO THIS AGREEMENT AND ANY OTHER RULES OR POLICIES THAT THE COMPANY MAY CREATE AND MAKE AVAILABLE THROUGH THE GUARD DOG PLATFORM FROM TIME TO TIME.

You represent and warrant that you are authorized to enter into this Agreement on behalf of yourself or your enterprise (“You” or “you”), and you agree that your login/registration data is current, complete, and accurate. This Agreement will commence on the date that you complete the installation of the Platform or install Guard Dog™ hardware, whichever is sooner (the “Effective Date”).

1. GUARD DOG AND ITS PLATFORM

You are entering into an agreement with **GuardDog Ai, Inc.**, a Delaware corporation, formerly known as and retaining the original entity name **Guard Dog Solutions Inc.** (doing business as “Guard Dog” or “Company”) (p. 1). The Guard Dog Platform shall include, but not be limited to, platform components including one or more hardware security devices, associated software, data gathering, cloud services and/or a website (“Platform”) (p. 1).

2. TITLE

The Guard Dog™ platform is a proprietary platform including copyrighted, trade secret, and/or patentable components, for which a U.S. patent is or may be pending (p. 1). The Company shall retain all right, title, and interest in all components of the Platform and in all intellectual property rights therein or thereto (p. 1).

Your use of the Guard Dog Platform is by subscription, lease/use license only (p. 2). Particular costs of and payment for subscription shall be agreed upon in a separate agreement (p. 2).

Subject to the Company’s ownership, no license or other rights of any kind are granted or conveyed except for the limited use license expressly provided herein (p. 2). You agree that you will not remove, conceal or otherwise change any copyright, trademark, patent or other proprietary notice or source identifier contained in or associated with the Platform (p. 2).

Under this Agreement, you are granted only access to the Platform (p. 2). You may not sell, transfer, loan, or encumber any component of the Platform—including hardware, software, or data access—to any third party without prior written consent from the Company (p. 2). Any such unauthorized transfer is considered void (p. 2).



3. LIMITED USE LICENSE

Guard Dog hereby grants to you a limited, nonexclusive, non-transferable, non-sublicensable license to use, display, execute, and perform the Platform during the term of this Agreement as instructed by Guard Dog's directions and specifications of use on compatible computing systems you may own or control (p. 2).

This license does not grant you any right to use any intellectual property of Guard Dog, including its trademarks or copyrighted works, except to inform others of your use of the Platform (p. 2).

4. RESTRICTION ON USE

You agree that neither you nor any other person or entity associated with you will directly or indirectly:

- (a) copy, reproduce, modify, redistribute, sublicense, transfer, rent, lease, sell, resell, lend, assign, publish, transmit, or create derivative work(s) of any component of or all of the Platform (p. 2);
- (b) disclose or otherwise disseminate, exploit or make available any component of or all of the Platform to any third party in any form (p. 2);
- (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Platform (p. 2); or
- (d) post, cast or otherwise make the Platform available over a computer network where it could be used by devices of unlicensed third parties (p. 2).

5. UPDATES OF THE PLATFORM

During the term of this Agreement, Guard Dog may, in its sole discretion, develop updates and may notify you that it has released an updated version of the Platform (the "Updated Platform") (p. 2). You may acquire access to the Updated Platform as directed by Guard Dog and may use the Updated Platform instead of the prior version (p. 2). Any Updated Platform will also be considered "Platform" for purposes of this Agreement (p. 2).

Guard Dog reserves the right at any time and from time to time to supplement, add, change, modify, alter or discontinue temporarily or permanently any and all functionality or features of the Platform with or without notice (p. 2). You agree that Guard Dog shall not be liable to you for any modification, suspension or discontinuance of the Platform or any features or functions of the Platform (p. 2). If Guard Dog is required due to any third-party rights to modify the Platform you agree to discontinue use of any prior version of the Platform and commence using a modified version of the Platform as directed by Guard Dog (p. 2).

6. TERMINATION

This Agreement and the limited license granted hereunder shall terminate immediately if you breach any term or condition hereof (p. 3). In the event of a termination of this Agreement, you agree to discontinue all use of the Platform, promptly return, destroy or have destroyed all hardware and/or copies of the Platform, and upon request from Guard Dog certify in writing to Guard Dog that such return or destruction has taken place (p. 3).

7. DISCLAIMER OF WARRANTIES

You acknowledge that the Platform provided may contain bugs and errors (p. 3). The Platform is provided to you "as is" and any use of the Platform is at your own risk (p. 3). To the extent legally



permitted under the applicable law, Guard Dog disclaims all warranties, whether express, implied or statutory, including without limitation, any implied warranties of title, non-infringement of third-party rights, merchantability, or fitness for a particular purpose (p. 3). Some jurisdictions do not allow the exclusion of implied warranties, so the above limitations may not apply to you (p. 3).

8. LIMITATION OF LIABILITY

You agree that to the extent legally permitted under the applicable law, Guard Dog shall not be responsible for any loss or damage to you or others caused by failure of the Platform to function (p. 3). In no event will Guard Dog be liable for any special, consequential, exemplary, incidental, or indirect damages (including, without limitation, those resulting from lost profits, cost of substitute goods, lost data or play interruption) in connection with the use of the Platform or in connection with any other claim arising from this Agreement, even if Guard Dog has been advised of the possibility of such damages (p. 3). You agree that Guard Dog shall not be liable for third-party privacy claims such as those described in section 9 (p. 3).

You agree that the aggregate liability of Guard Dog arising from or relating to this Agreement and the Platform and your use of the Platform, regardless of the form of action or claim (e.g., contract, warranty, tort, strict liability, negligence, fraud or other legal theory) is limited to the amounts paid by you to Guard Dog during the six months preceding the event giving rise to liability (p. 3).

You agree that Guard Dog shall not be subject to any liability caused by you if you use the Platform beyond the limited, licensed use provided herein (p. 3).

Before installing any Platform hardware or accessing any Platform software or server, you acknowledge and agree that you have received and have thoroughly reviewed and understand all hardware, software and server specifications related to implementation of the Platform and that prior to your deployment of the Platform on your network or router you have determined that neither deployment nor use of the Platform as disclosed and instructed by Guard Dog does or will cause any harm or degradation to your existing network or computing devices connected to your network (p. 3). Therefore, you assume the risk of deploying the Platform and that Guard Dog shall not be liable for any harm or degradation to your existing network or computing devices connected to your network (p. 3).

To the extent the Platform or your use of the Platform integrates any lawful, inbound marketing and/or sales platform that helps you or Guard Dog attract visitors, convert leads, close customers, create content, share social media, automate workflow, seek, generate and/or capture leads, manage customer relationships, map sales pipeline, track performance, harvest marketing data, conduct promotional campaigns and the like ("Marketing Strategies"), you agree Guard Dog shall not be liable to you for any benefit Guard Dog derives from Marketing Strategies employed by you using the Platform (pp. 3-4).

9. HOLD HARMLESS AND INDEMNITY

Notwithstanding the capability of the functionality of the Platform, you agree that you will not use the Platform or any Platform feature to access, view, acquire, gather, store, process or otherwise manipulate any data of a person or entity protected by privacy or other laws, unless expressly authorized by the respective person or entity (p. 4). If you improperly access, view, acquire, gather, store, process or otherwise manipulate any data of a person or entity protected by privacy or other laws without authorization from such person and/or entity ("Unauthorized Use") you agree



to hold the Company harmless and agree to defend and indemnify the Company against any action or claims and resulting liability and damages, if any, brought by a third-party arising out of the Unauthorized Use (p. 4).

You also agree to hold the Company harmless and agree to defend and indemnify the Company against any action or claims and resulting liability and damages, if any, arising out of your deployment of the Platform on your network or router following your determination that use of the Platform as disclosed and instructed by Guard Dog does not and will not cause any harm or degradation to your existing network or computing devices connected to your network (p. 4).

10. GENERAL PROVISIONS

10.1 Feedback. If you provide Company with feedback regarding the use, operation or functionality of the Platform ("Feedback"), including but not limited to information about operating results, known or suspected bugs, errors or compatibility problems, or desired features or function, you hereby assign to Guard Dog all rights without limitation to implement, exploit, incorporate and monetize any idea or invention provided in the Feedback into the Platform and agree that Guard Dog shall own all rights in all embodiments and intellectual property of technology suggested or derived from Feedback (p. 4).

10.2 Governing Law, Venue and Arbitration. This Agreement shall be governed by the laws of the State of Delaware without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. You and Guard Dog agree to submit to the jurisdiction of, and agree that venue is proper in, the state courts located in Delaware and the federal courts located in the district in Delaware where Guard Dog has its principal place of business. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded (p. 4).

A party may initiate arbitration through an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as outlined in this section and under the rules of such ADR Provider, except to the extent such rules conflict with this Agreement (p. 4). The party demanding arbitration will propose an ADR Provider, and the other party shall not unreasonably withhold consent to use such ADR Provider (p. 4). The ADR Provider and the parties must comply with the following rules (p. 4):

- **a)** the arbitration shall be conducted by telephone, online and/or be solely based on written submissions; the specific manner shall be chosen by the party initiating the arbitration (p. 4);
- **b)** All arbitration proceedings shall be held in English (p. 4);
- **c)** the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties (p. 4); and
- **d)** Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction (p. 4).

Each party shall bear its own costs (including attorney fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider (p. 5). You acknowledge that any breach of this Agreement by you would cause irreparable injury to Guard Dog for which monetary damages would not be an adequate remedy and, therefore, Guard Dog will be entitled to seek injunctive relief (including specific performance) in any court of competent jurisdiction without first pursuing arbitration (p. 5).

10.3 Severability; Language. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the



greatest extent possible under any applicable law and the remaining provisions will remain in full force and effect (p. 5). The parties of this Agreement have expressly required that the present Agreement be drawn up in the English language (p. 5).

10.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion (p. 5).

10.5 Entire Agreement. This Agreement and any terms, whether express or implied, included in the Platform itself as to data gathering, advertising or in-Platform purchases constitute the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersede and merge all prior discussions between the parties (p. 5). No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged (which, in the case of Guard Dog, shall require the signature of a duly authorized officer of Guard Dog) (p. 5).

11. ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING DATA MODELS

Notwithstanding anything to the contrary herein, you acknowledge that the Platform utilizes advanced artificial intelligence (AI) and machine learning (ML) models to autonomously predict, identify, and remediate network vulnerabilities and security threats.

To enable the Platform's real-time defensive optimization, you hereby grant the Company a non-exclusive, worldwide, royalty-free, irrevocable license to collect, aggregate, and analyze unidentifiable telemetry data, traffic metadata, threat logs, and network performance indicators generated through your usage of the Platform.

The Company may use this data to train, tune, test, and improve its security data models and algorithmic capabilities. The Company explicitly warrants that this dataset shall be fully anonymized, shall exclude any personally identifiable information (PII), and shall not expose raw payload content.

12. SERVICE LEVEL AGREEMENT (SLA) CROSS-REFERENCE

The target operational metrics, platform availability commitments, and baseline support tiers for Guard Dog Protective Cloud Services (PCS) are defined within a separate, companion **Service Level Agreement (SLA)** or **Service Order** executed concurrently by the parties.

Any platform credits, remediation paths, or maintenance exception periods granted to you for service interruptions shall be managed strictly under the terms of said SLA, which is hereby incorporated by reference into the operational parameters of this overarching Agreement.

13. MULTI-TENANT ENTERPRISE SUB-LICENSING

If you have purchased an Enterprise Subscription Tier, the Platform license granted under Section 3 includes the limited right to provision distinct, partitioned sub-tenant accounts ("Sub-Tenancies") for your wholly-owned corporate affiliates, operational subsidiaries, and designated internal business departments.

Under this enterprise framework, you remain fully responsible and contractually liable for ensuring that all sub-tenant users strictly adhere to the Use Restrictions (Section 4) and data handling parameters outlined in this Agreement. Any violation of these terms by a sub-tenant entity shall be deemed a direct material breach of this Agreement by you.