



End User License Agreement

Zynch.ai Platform - EULA

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Version 1.0 - Public License Terms

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This End User License Agreement ("EULA") governs your use of the Zynch.ai Platform and any related software components, modules, updates, documentation, or tools (collectively, the "Software"). By installing, accessing, or using the Software in any way, you agree to be bound by this EULA. If you do not agree, do not install or use the Software.

"You" or "User" refers to the individual or legal entity accessing or using the Software.

"Zynch" refers to ZYNCH LABS.AI Ltd., an Israeli company.

1. License Grant

Zynch grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software solely for your internal business purposes and strictly in accordance with:

- This EULA,
- Your organization's applicable commercial agreement or subscription with Zynch, and
- Applicable law.

The Software may only be used during a valid, active subscription term. No ownership rights are transferred.

2. Delivery Model

The Software is provided exclusively as:

- A deployment in your private cloud environment, or
- An on-premise deployment (e.g., VMware, containers, Linux environments).

Zynch does not host or manage the Software unless expressly agreed in a separate contract.

3. Restrictions

You may not:

- Copy, modify, or create derivative works of the Software;
- Reverse engineer, decompile, disassemble, or attempt to extract source code;
- Rent, lease, sell, sublicense, distribute, or provide the Software to any third party;
- Use the Software in any service bureau, SaaS, or hosting capacity for others;
- Remove or obscure proprietary rights notices;
- Perform or publish benchmark results without written consent;
- Use the Software for unlawful purposes or in violation of export laws;
- Use the Software after expiration or termination of your subscription or rights.

Any breach of these restrictions immediately terminates your right to use the Software.

4. Updates & Upgrades

During the valid subscription period:

- Zynch may provide updates, improvements, and upgrades;
- These may be installed manually by you in your environment.

Updates are included but are not required unless classified as "critical." Zynch does not guarantee compatibility with custom configurations or environments.

5. Third-Party Components

The Software may include or rely on third-party libraries, runtimes, or open-source components. Such components are licensed to you under their respective licenses, not under this EULA.

6. Data and Privacy

Zynch does not collect, access, store, or process any data contained in your installation environment unless explicitly agreed in writing.

You are solely responsible for:

- Configuring access controls,
- Ensuring data security and backups,
- Complying with applicable data protection laws.

Your use of the Software does not transfer any Customer Data to Zynch by default.

7. Intellectual Property

The Software is protected by copyright, trade secret, and other intellectual property laws. All rights not expressly granted to you remain with Zynch.

8. Termination

Your right to use the Software will automatically terminate if:

- Your subscription or contractual rights expire,
- You fail to pay applicable fees,
- You breach this EULA or license restrictions,
- You attempt to access or use the Software in violation of the law.

Upon termination:

- You must immediately stop using the Software,
- Uninstall and delete all copies,
- Destroy any related materials.

Surviving sections include: IP ownership, disclaimers, limitations, export controls, and governing law.

9. Warranty Disclaimer

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND. ZYNCH DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING:

- merchantability,
- fitness for a particular purpose,
- non-infringement,
- accuracy, availability, or reliability,
- error-free or uninterrupted operation.

You assume all risks associated with installation and use.

10. Limitation of Liability

To the maximum extent permitted by law:

a. Liability Cap

Zynch's total aggregate liability for any claim related to the Software is limited to the fees paid for the Software in the twelve (12) months preceding the claim.

b. Exclusion of Damages

Zynch is not liable for any:

- indirect, incidental, special, or consequential damages,
- business interruption,
- loss of profits, revenue, or goodwill,
- loss or corruption of data,
- even if advised of such damages.

11. Export Control

You must comply with:

- Israeli export laws,
- U.S. export regulations,
- restrictions on use in prohibited regions,
- restrictions on use by prohibited entities.

The Software may not be used or exported where prohibited by law.

12. Governing Law

This EULA is governed by the laws of the State of Israel, without conflict-of-laws rules. Exclusive jurisdiction lies with the competent courts of Tel Aviv, Israel.

13. Changes to this EULA

Zynch may update this EULA from time to time. If the EULA is posted online, your continued use of the Software after changes become effective constitutes acceptance of the updated terms.

14. Contact

For questions regarding this EULA:

ZYNCH LABS.AI Ltd.

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Website: <https://zynch.ai>