



End-User License Agreement ("EULA")

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If YOU do not agree to this EULA's terms, do not click the "I Agree" button and do not download or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is licensed, not sold, to YOU by CYBERCYTE LTD. for use strictly under the terms of this EULA.

1. License

CYBERCYTE LTD. grants YOU a revocable, non-exclusive, non-transferable, limited license to download, install and use the SOFTWARE PRODUCT solely for your personal, non-commercial purposes strictly under the terms of this EULA.

2. Restrictions

YOU agree not to, and YOU will not permit others to:

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Copy or use the SOFTWARE PRODUCT for any purpose other than permitted under the above section 'License.'

Modify, do derivative works, disassemble, decrypt, reverse compile or reverse engineer any part of the SOFTWARE PRODUCT.

YOU also agree not to remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of CYBERCYTE LTD. or its affiliates, partners, suppliers, or the SOFTWARE PRODUCT's licensors.

3. Intellectual Property

The SOFTWARE PRODUCT, including without limitation all copyrights, patents, trademarks, trade secrets, and other intellectual property rights, shall remain the sole and exclusive property of CYBERCYTE LTD.

4. Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by YOU to CYBERCYTE LTD. concerning the SOFTWARE PRODUCT shall remain the sole and exclusive property of CYBERCYTE LTD.

CYBERCYTE LTD. shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to YOU.

5. Modifications to Software Product

CYBERCYTE LTD. reserves the right to modify, suspend or discontinue, temporarily or permanently, the SOFTWARE PRODUCT or any service to which it connects, with or without notice and without liability to YOU.

6. Updates to Software Product

CYBERCYTE LTD. may occasionally provide enhancements or improvements to the features/functionality of the SOFTWARE PRODUCT, which may include patches, bug fixes, updates, upgrades, and other modifications ("Updates").

Updates may modify or delete certain SOFTWARE PRODUCT's features and functionalities. YOU agree that CYBERCYTE LTD. has no obligation to (i) provide any Updates or (ii) continue to provide or enable any particular features and functionalities of the SOFTWARE PRODUCT to YOU.

YOU further agree that all Updates will be (i) deemed an integral part of the SOFTWARE PRODUCT and (ii) subject to the terms and conditions of this EULA.

7. Privacy Policy

CyberCyte is committed to protecting the privacy of any information collected under the terms of this EULA. By purchasing and using CyberCyte Products and Software,

YOU acknowledge that YOU have accepted this EULA and agree to the privacy policy. By using the Products and the Software and adding the unique identifiers (such as username, role, and e-mail address), YOU have agreed that CyberCyte stores the data, and your users have full and unconditional consent with an understanding of the scope and the purpose of use. Moreover, YOU guarantee that YOU have the capacity and the appropriate means to enforce the privacy policy.

7.1. Personal Data Processed

While using our Products or Services, we may process:

Information about your identity (such as name, surname, e-mail, phone number)

Unique identifiers for our Services (such as your username and password).

Unique identifiers of the users added to the platform, such as the username, roles, and

their e-mail address;

Device information includes the device type, operating system, and system language.

Location-based data.

Information about your use of our Products and Services (such as module statistics, active licenses used).

7.2. Personal Data Processed Within Selected Policies

Some policies (e.g. Browser History, Active Directory User Analysis) can collect and analyse personal information for the end-users to detect any malicious activity within the SOFTWARE PRODUCT. When such policies are enabled, the SOFTWARE PRODUCT notifies the administrator before enabling it. By enabling these policies, YOU accept that the platform will collect this information. CYBERCYTE LTD. does not use or process this information for any commercial purpose and the collected information stays within the private instance created for YOU within the SOFTWARE PRODUCT. YOU are responsible for deciding on the collection of information, including personal information.

7.3. How Is This Data Used?

The data we receive is only processed to provide YOU with the requested security services. We do not collect any data that is not explicitly needed to provide such services nor share the collected information with any third party.

7.4. Threat Intelligence and Generative AI Data Processing

CYBERCYTE LTD. anonymously communicates with threat intelligence and Generative AI Data platforms by masking the request's source. CYBERCYTE LTD. performs masking with the best effort to hide information, which could include personal information. Additionally, CYBERCYTE LTD. does not track the source of requests

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from YOU. CYBERCYTE LTD. provides information on what data is enriched through Threat Intelligence and Generative AI within the product documentation accessible from <https://docs.cloudcyte.com>

7.5. Data Sharing

We do not share your data with any third party. However, our service providers may disclose any information to provide certain services for our Products and Services to function, including data hosting, technical support, troubleshooting, etc.

7.6. Data Termination

When you request your account be deleted, all information stored in your account is deleted from our online systems. However, it may not be possible to delete the data from the backup copies. The backup copies are automatically deleted based on the retention period for the backups taken.

8. Third-Party Services

The SOFTWARE PRODUCT may display, include or make available third-party content (including data, information, SOFTWARE PRODUCTS, and other products and services) or provide links to third-party websites or services ("Third-Party Services").

YOU acknowledge and agree that CYBERCYTE LTD. shall not be responsible for any Third-Party Services, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, and other aspects. CYBERCYTE LTD. does not assume and shall not have any liability or responsibility to YOU or any other person or entity for any Third-Party Services. Third-party services and links to them are provided solely as a convenience to YOU, and YOU access and use them entirely at your own risk and subject to such third parties' terms and conditions.

8.1. Data Security

We implemented organizational and technical measures appropriate for cyber threats, using methods like SOFTWARE PRODUCT firewalls, data encryption, and monitoring. We protect information through a unique username and password and encrypt all communication.

9. Term and Termination

This EULA shall remain in effect until terminated by YOU or CYBERCYTE LTD. CYBERCYTE LTD. may, in its sole discretion, at any time and for any or no reason, suspend or terminate this EULA with or without prior notice. This EULA will terminate immediately, with prior notice from CYBERCYTE LTD., if YOU comply with any provision of this EULA. YOU may also terminate this EULA by deleting the SOFTWARE PRODUCT and all copies from your mobile device or computer.

Upon termination of this EULA, YOU shall cease all use of the SOFTWARE PRODUCT and delete all data related to the SOFTWARE PRODUCT.

Termination of this EULA will not limit any of CYBERCYTE LTD.'s rights or remedies at law or in equity in case of breach by YOU (during the term of this EULA) of any of your obligations under the present EULA.

10. Indemnification

YOU agree to indemnify and hold CYBERCYTE LTD. and its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the SOFTWARE PRODUCT; (b) violation of this EULA or any law or regulation; or (c) violation of any right of a third party.

11. No Warranties

The SOFTWARE PRODUCT is provided to YOU "AS IS" and "AS AVAILABLE" with all faults and defects without any warranty. To the maximum extent permitted under applicable law, CYBERCYTE LTD.,

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Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the constraints of a consumer's applicable statutory rights, so some or all of the above exclusions and limitations may not apply to YOU.

12. Limitation of Liability

Notwithstanding any damages that YOU might incur, the entire liability of CYBERCYTE LTD. and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the preceding shall be limited to the amount paid by YOU for the SOFTWARE PRODUCT.

To the maximum extent permitted by applicable law, in no event shall CYBERCYTE LTD. or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the SOFTWARE PRODUCT, third-party software and third-party hardware used with the SOFTWARE PRODUCT, or otherwise in connection with any provision of this EULA), even if CYBERCYTE LTD. or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not exclude or limit incidental or consequential damages, so the above limitation or exclusion may not apply to YOU.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CYBERCYTE LTD. OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF CYBERCYTE LTD. OR ANY SUPPLIER, AND EVEN IF CYBERCYTE LTD. OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF CYBERCYTE LTD. AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE PRECEDING SHALL BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.\$5.00. THE PRECEDING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

13. Severability

Suppose any provision of this EULA is held to be unenforceable or invalid. In that case, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law. The remaining provisions will continue in full force and effect.

14. Waiver

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under this EULA shall not affect a party's ability to exercise such right or require such performance at any time after that, nor shall be the waiver of a breach constitute waiver of any subsequent breach.

15. For U.S. Government End Users

The SOFTWARE PRODUCT and related documentation are "Commercial Items," as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as appropriate, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users according to the terms and conditions herein.

16. Export Compliance for U.S. & U.K.

YOU may not export or re-export the SOFTWARE PRODUCT except as authorised by United Kingdom law and the jurisdiction laws in which the SOFTWARE PRODUCT was obtained.

In particular, but without limitation, the SOFTWARE PRODUCT may not be exported or re-exported (a) into or to a nation or a resident of any U.S. and U.K. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By installing or using any SOFTWARE PRODUCT component, YOU represent and warrant that YOU are not located in, under the control of, or a national or resident of any such country or on any such list.

17. Additional Software/Services

CYBERCYTE LTD. may but is not obligated to, provide YOU with support services related to the SOFTWARE PRODUCT. The other CYBERCYTE LTD. materials govern the use of such support services.

This EULA applies to additional software and updates of the SOFTWARE PRODUCT, including without limitation supplements, service packages, hotfixes, or add-on components (collectively "Supplements") that CYBERCYTE LTD. may provide to YOU or make available to YOU after the date YOU obtain your initial copy of the SOFTWARE PRODUCT unless we provide other terms along with such Supplements.

18. Copyright

All titles and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, SAMPLE CODE, REDISTRIBUTABLES, and "applets" incorporated into the SOFTWARE PRODUCT) and any copies of the SOFTWARE PRODUCT are owned by CYBERCYTE LTD. or its suppliers. Copyright laws and international treaty provisions protect the SOFTWARE PRODUCT. Therefore, YOU must treat the SOFTWARE PRODUCT like any other copyrighted material.

19. Amendments to this EULA

CYBERCYTE LTD. reserves the right, at its sole discretion, to modify or replace this EULA at any time. If a revision is material, we will provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our SOFTWARE PRODUCT after any revisions become effective, YOU agree to be bound by the revised terms. If YOU disagree with the new terms, YOU are no longer authorised to use the SOFTWARE PRODUCT.

20. Governing Law

The laws of England, the United Kingdom, excluding its conflicts of law rules, shall govern this EULA and your SOFTWARE PRODUCT's use. Your use of the SOFTWARE PRODUCT may also be subject to other local, state, national, or international laws. The United Nations Convention on Contracts for the International Sale of Good shall not govern this EULA.

21. Contact Information

If YOU have any questions about this EULA, please get in touch with us at legal@cybercyte.com.

22. Entire EULA

The EULA constitutes the entire EULA between YOU and CYBERCYTE LTD. regarding your use of the SOFTWARE PRODUCT. It supersedes all prior and contemporaneous written or oral EULAs between YOU and CYBERCYTE LTD. YOU may be subject to additional terms and conditions that apply when YOU use or purchase other CYBERCYTE LTD. services, which CYBERCYTE LTD. will provide to YOU at the time of such use or purchase.

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